

**RFP for Engagement of Service Provider for
“Hiring and Management of Human
Resources” in UIDAI**

(Tender Ref: HQ-12050/2/2021-HR-HQ)

Dated : 21-06-2022

**Bangla Sahib Road, Behind Kali Mandir, Gole Market,
New Delhi – 110001**

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

Table of Contents

Table of Contents	2
Section 1 – Invitation to Proposal	6
1.1 Invitation	6
1.2 Schedule for Invitation to Bid	7
1.2.1 Important Dates	7
1.3 Bid Security	8
1.4 Bid Document Fee.....	8
Section 2 – Instructions to Bid	9
2.1 Introduction.....	9
2.2 Online Bids Submission Process.....	9
2.3 Bid Prices	9
2.4 Firm Prices	10
2.5 Discount	10
2.6 Bid Security	10
2.7 Period of Validity of Bids	11
2.8 Format and Signing of Bid.....	11
2.9 Address of Correspondence	11
2.10 Opening of Bids by UIDAI.....	11
2.11 Criteria for Evaluation of Bids.....	11
2.11.1 Evaluation of Pre-Qualification Bids	11
2.11.2 Evaluation of Technical Bids	14
2.11.3 Evaluation of Commercial Bids	17
2.12 UIDAI’s Right to Vary Scope of Engagement at the time of Award.....	18
2.13 UIDAI’s Right to Accept Any Bid and to Reject Any or All Bids	18
2.14 Clarification	18
2.15 Notification of Award (NOA).....	18
2.16 Signing of Contract	19
2.17 Performance Bank Guarantee.....	19
2.18 Language of Bids	19
2.19 Bidder Authorized Signatory	19
2.20 Contacting the UIDAI.....	19
2.21 Revelation of Prices	20

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

2.22	Local Conditions	20
2.23	Amendment to the Bid Document.....	20
2.24	Post Qualification.....	20
2.25	Unfair Advantage	20
2.26	Fraud and Corruption	21
2.27	Only one Proposal	21
2.28	Clarification of Bid Document.....	21
2.29	Confidentiality	21
2.29.1	Confidentiality of Document	22
2.30	Proposal Format and Content.....	22
2.30.1	Pre-Qualification Proposal	22
2.30.2	Technical Proposal	22
2.30.3	Commercial Proposal	22
Section 3 – Scope of Work and Terms of Agreement		23
3.1	Schedule of requirements:.....	23
3.2	Detailed Scope of Work.....	26
3.2.1	Hiring:.....	26
3.2.2	Human Resource Management Services.....	27
3.2.3	Hiring of personnel:	28
3.2.4	Other terms and conditions of service.....	29
3.3	Deliverables and Service Level Agreement	32
Section 4 – General Conditions of Contract		33
4.1	General Provisions	33
4.1.1	Definitions.....	33
4.1.2	Relationship between the Parties	33
4.1.3	Law Governing Contract.....	33
4.1.4	Language.....	33
4.1.5	Notices	34
4.1.6	Authorized Representatives	34
4.1.7	Taxes, Duties and Other Statutory Payments.....	34
4.1.8	Fraud and Corruption	34
4.1.9	Limitation of Liability	35
4.1.10	Performance Bank Guarantee	35
4.1.11	Conflict of Interest	36
4.2	Commencement, Completion, Modification and Termination of Engagement	36
4.2.1	Effectiveness of Engagement.....	36

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

4.2.2	Expiration of Engagement.....	36
4.2.3	Entire Agreement	36
4.2.4	Modifications or Variations	36
4.2.5	Force Majeure	36
4.2.6	Suspension	37
4.2.7	Termination.....	37
4.2.8	Extension of Contract.....	39
4.2.9	Period of Contract	39
4.2.10	No Claim Certificate	39
4.3	Obligations of the Bidder	39
4.3.1	General	39
4.3.2	Confidentiality	40
4.3.3	Accounting, Inspection and Auditing	40
4.3.4	Bidder’s Actions Requiring Prior Approval.....	40
4.3.5	Reporting Obligations	40
4.3.6	Documents Prepared by the Bidder to be the Property of the Purchaser	40
4.3.7	Equipment and Materials Provided by the Bidders.....	40
4.3.8	Intellectual Property Rights (IPR).....	40
4.4	Selected bidder’s Personnel	41
4.4.1	General	41
4.4.2	Approval of Personnel	41
4.5	Obligations of the Purchaser	41
4.5.1	Assistance and exemptions.....	41
4.5.2	Change in the Applicable Law Related to Taxes, Duties and Statutory Payments	41
4.6	Terms of Payment	41
4.7	Liquidated Damages	42
4.8	Good Faith	42
4.9	General	42
4.10	Applicable Law	43
4.11	Notices	43
4.12	Subletting of Works	43
4.13	Cancellation of Contract	43
4.14	Operation of the Contract.....	43
4.15	Settlement of Disputes	43
4.15.1	Amicable Settlement	44
4.15.2	Arbitration.....	44

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

4.16	Miscellaneous Provisions.....	45
Section 5 – Annexure – Standard Forms		46
5.1	Pre-qualification Proposal Form	46
5.1.1	Pre Qualification Proposal Submission Form.	46
5.1.2	Performa for Pre qualification proposal Submission:	48
5.2	Technical Proposal Forms.....	49
5.2.1	Technical Proposal Submission Form.....	49
5.2.2	Technical proposal Submission Form:.....	50
5.3	Forms related to Prequalification and Technical Proposal.....	52
5.3.1	Form 1: Details of registered/ branch offices.....	52
5.3.2	Form 2: Financial information of the Bidder	53
5.3.3	Form 3: Experience in hiring (Tech qualification).....	54
5.3.4	Form 4: Experience in hiring	55
5.3.5	Form 5: Similar Nature of Client	56
5.3.6	Form 6: Bidder’s Capacity	58
5.3.8	Form 7: Geographical Presence	59
5.3.9	Form 8: Registration on Job search Portal :	60
5.3.10	Form 9: Experience in hiring in multiple job families:	61
5.4	Commercial Proposal	62
5.4.1	FORM COM-2: Commercial Proposal	63
Section 6 – Appendix		65
6.1	Appendix A– Bid Security Declaration Form.....	65
6.2	Appendix B– Contract	66
6.3	Appendix C–Performance Bank Guarantee	68
6.4	Appendix D– Non-Disclosure Declaration	70
6.5	Appendix E– Undertaking	73
6.6	Appendix F– Declaration-cum-Indemnity Bond.....	74

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

Section 1 – Invitation to Proposal

1.1 Invitation

This invitation to bid is for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI”.

The successful bidder will be engaged for providing Hiring & Management of Human Resource Services at UIDAI offices, including Headquarters located at New Delhi, Regional Offices located at New Delhi (& State office : Bhopal), Hyderabad (& State office : Bhubaneswar), Bengaluru (& State office : Thiruvananthapuram), Mumbai (State office : Ahmedabad), Lucknow, Chandigarh, Ranchi (& State office : Kolkata) and Guwahati, Technology Centre Bengaluru and Manesar Data Centre for the requirements defined in [Section 3 –Scope of Work and Terms of Agreement](#). The agreement will be initially for a period of three years from date of signing of the contract and may be extended for a period of one more year on same rates, terms and conditions.

- a) The bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in this Bid Document should be submitted online only through GeM website <https://gem.gov.in/> not later than the date, time and address laid down in [Section 1.2 – Schedule for Invitation to Bid](#). Bidders are advised to follow the instructions provided [in Section 2 – Instructions to Bid](#) for the submission of the bids online through the Government e Marketplace (GeM) for Procurement of services at <https://gem.gov.in>. Bid documents should be digitally signed by authorized signatory appointed by the bidding organization’s board of directors or delegated representative having power of attorney to represent the bidding organization.
- b) Manual bids shall not be accepted.
- c) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender/bid for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- d) Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Government e Marketplace (GeM) website <https://gem.gov.in>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer will be liable to be banned from doing business with UIDAI.
- e) Intending bidders are advised to check UIDAI website www.uidai.gov.in tender section and GeM website <https://gem.gov.in> at least three days prior to closing date of submission of tender for any corrigendum / addendum/ amendment on this RFP.
- f) The Hard Copy of original instruments in respect of bid Security declaration, must be delivered to the address as mentioned in the [Section 1.2 – Schedule for Invitation to Bid](#) on or before bid opening date/time as mentioned in [Section 1.2.1 – Important Dates](#). Purchaser may reject the bid for non-submission of original instrument.
- g) Bids will be opened as per date/time as mentioned in [Section 1.2.1 – Important Dates](#). After online opening of Technical-Bid, the results of bid qualification as well as Price-Bid opening date will be intimated separately.
- h) All Bids must be accompanied by Bid Security Declaration or certificate of MSME / central purchase

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

organization or the Ministry of Electronics & IT/start up as recognized by Department of Industrial policy and promotion (DIPP).

- i) The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid. The Bid Document is confidential and not transferable.

Name of the Purchaser	Unique Identification Authority of India, Ministry of Electronics & Information Technology, Govt. of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001
Method of selection	Least Cost Selection Method for technically qualified bidders
Name of the assignment	Request for Proposal for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- j) Office Memorandums as issued from time to time by Government of India on MSME, Start Up & provisions of Public Procurement (Preference to Make in India), order 2017 and amendment thereon (if any) shall be applicable under this RFP. The orders under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as issued from time to time by Government of India shall also be applicable under this RFP.

1.2 Schedule for Invitation to Bid

Name of the Purchaser	Unique Identification Authority of India, Ministry of Electronics & Information Technology, Govt. of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001
Addressee and Address:	Director (HR), Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001
Name of the Contact Person for any clarification	Sh. Rajeev Sharma Deputy Director(HR) Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001 E-mail: rajeev.sharma@uidai.net.in Note: Queries should be submitted via E-mail only. Any queries/clarification received after the clarification end date will not be considered.

1.2.1 Important Dates

Date of publication	21-06-2022
Pre-Bid Meeting	27-06-2022 1500 HRS
Bid submission start date	From Date of Publication
Bid submission end date	21-07-2022 1300HRS

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

Bid opening date	21-07-2022 1330HRS
Commercial Bid Opening Date	To be notified later on

Note: The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above table is further elaborated in the subsequent sections of this RFP and the information provided in the table and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

1.3 Bid Security

- a) The bidder shall submit Bid Security Declaration in the form as per [Section 6.1 Appendix A – Bid Security Declaration Form](#).
- b) The Indian bidders which are Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the central purchase organization or the Ministry of Electronics & Information Technology or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of EMD. In this case, the bidders must submit the copy of valid registration certificate.

1.4 Bid Document Fee

- a) There shall be no bid document/tender fee.
- b) The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

Section 2 – Instructions to Bid

2.1 Introduction

The Unique Identification Authority of India (UIDAI) is a statutory authority established under the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (Aadhaar Act, 2016) on 12 July 2016 by the Government of India, under the Ministry of Electronics and Information Technology (MeitY).

UIDAI has been issuing Aadhaar numbers in partnership with Registrars across the country. The process of enrolments has gained momentum since the launch of project on 29th September, 2010 and more than 126 crore Aadhaar have been issued till date. The initiative to issue an Aadhaar number to resident in India has, at its heart, an ambitious objective: to make identity easily authenticable and verifiable for residents across the country and to make service delivery more effective and efficient. The Aadhaar number is expected to become a convenient, real-time means for individuals to verify their identity anywhere in India.

The UIDAI invites proposals from Hiring and Human Resource managing agency for Providing “**Hiring and Management of Human Resources**” in UIDAI as per the requirement defined in [Section 3 – Scope of Work and Terms of Agreement](#).

2.2 Online Bids Submission Process

- a) The tender shall be submitted online (complete in all respect) must be uploaded on <https://gem.gov.in>
- b) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading. All the files mentioned should be in .PDF format.
- c) The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.
- d) Original Instruments namely Bid Security Declaration must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in [Section 1.2.1 – Important Dates](#).

2.3 Bid Prices

- a) The Financial Proposal as mentioned in [Section 5.4 – Commercial Proposal](#) is provided as BOQ_Recruitment.pdf along with this tender document at <https://gem.gov.in>. Bidders are advised to download this BOQ_Recruitment.pdf as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case, if the same is found to be tampered/modified in any manner, bid will be rejected and tenderer will liable to be banned from doing business with UIDAI.
- b) In the absence of the above information, as requested in [Section 2.2 – Online Bids Submission Process](#), a bid may be considered incomplete and summarily rejected.
- c) The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.
- d) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ_Recruitment.pdf format with the tender document, then the same is to be downloaded and

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

to be filled by all the bidders. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ_Recruitment.pdf file is found to be modified by the bidder, the bid will be rejected.

2.4 Firm Prices

- a) Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever throughout the currency of contract. The Bidder shall, therefore, indicate the prices in BOQ_Recruitment.pdf. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- b) The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should separately mention all other charges as may be applicable in relation to the activities proposed to be carried out. The cost of all activities and statutory liabilities other than taxes and duties incidental to discharge of responsibilities under this RFP shall be covered under service charges and the bidder shall quote its prices accordingly.
- c) Commercial Proposal as mentioned in [Section 5.4 – Commercial Proposal](#) enclosed with the Bid is only indicative and shall be left blank and signed by the bidder.

2.5 Discount

The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.

2.6 Bid Security

- a) The Bidder shall furnish, as part of its bid, provide a Bid Security Declaration in the specified form as per [Section 6.1 Appendix A – Bid Security Declaration Form](#).
- b) Bid Security Declaration shall be submitted in a sealed envelope before the last date and time of bid submission. Bid Security Declaration in any other form will not be accepted.
- c) Any bid not secured in accordance with clause (a) of this Section will be rejected by the UIDAI as non-responsive.
- d) Unsuccessful bidder's Bid security declaration will be returned as promptly as possible but not later than 30 days after award of contract to selected bidder. The successful Bidder's Bid Security Declaration will be discharged upon the bidder signing the Contract, pursuant [Section 2.16 – Signing of Contract](#) and furnishing the Bank Guarantee, pursuant to [Section 2.17 Performance Bank Guarantee](#).
- e) The Bid Security Declaration must be valid upto 30 days beyond the validity of Bid.
- f) Bid Security Declaration may be invoked if:
 - i. A Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
 - ii. The Formats to prepare the price bid are found to be modified by the Bidder; or
 - iii. In the case of a successful Bidder, if the Bidder fails:
 - to accept the notification of award and sign the contract in accordance with [Section 2.16 – Signing of Contract](#) of the RFP;
 - to furnish Performance Bank Guarantee in accordance with [Section 2.17 Performance Bank Guarantee](#) of the RFP.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- Or bidder withdraws its proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

2.7 Period of Validity of Bids

- a) Bids shall remain valid for 180 days after the last date of submission of bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non- responsive.
- b) In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under [Section 2.6 – Bid Security](#) shall also be suitably extended. However, a Bidder will not be permitted to modify its bid.

2.8 Format and Signing of Bid

- a) Bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized by the tenderer to submit the bid with their signatures. A Power of Attorney or board resolution must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.
- b) Un-signed, un-stamped and without certificate for authorized person, bid shall not be accepted.
- c) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- d) All pages of the bid being submitted must be legible, signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be rejected outright.

2.9 Address of Correspondence

The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the UIDAI.

2.10 Opening of Bids by UIDAI

- a) Online bids (complete in all respect) received along with Bid Security Declaration (Physically) will be opened as mentioned in the [Section 1.2.1 – Important Dates](#). Bid received without Bid Security Declaration will be rejected straight way. Bid Security Declaration original instrument must be submitted to the address as mentioned in [Section 1.2 – Schedule for Invitation to Bid](#) on or before the last date of submission of Bids.
- b) The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

2.11 Criteria for Evaluation of Bids

The evaluation will be done in three phases by the Evaluation Committee(s) (EC) setup by UIDAI. Any time during the process of evaluation, the UIDAI may seek specific clarifications from any or all Bidders on the recommendation of Evaluation Committee.

2.11.1 Evaluation of Pre-Qualification Bids

The Evaluation Committee (EC) shall first evaluate Pre-Qualification Proposal as per the Pre-Qualification Criteria mentioned below. The Pre-Qualification Proposal shall be evaluated based on the information provided in the [Section 5.1 Pre qualification Proposal Submission Form](#) related to Pre-Qualification Bid and the supporting documents. Bidders bid failing to either meet any of the Pre-Qualification criteria or not furnishing the requisite supporting documents/documentary evidence will

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

liable to be rejected.

#	Parameter	Pre-Qualification Criteria	Evidence required
1.	Legal Entity/Registration	<p>a) Bidder should be a Government Organization/PSU/PSE or A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto, or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India having continuously been in operation in India for at least five years as on 31.03.2022.</p> <p>b) Bidder should have its own GST Registration No. and PAN Number.</p> <p>c) The Agency should be registered with appropriate authorities under Employees Provident Fund Organisation</p>	<p>a) The attested copy of Certificate of Incorporation or Registration as the case may be, from Authorized Signatory, Copy of audited accounts or income tax return/ acknowledgement for last three years.</p> <p>b) The attested copy of valid GST Registration Certification and PAN Card Number from Authorized Signatory</p> <p>c) The attested copy of the registration with EPFO from Authorized Signatory</p>
2.	Experience in hiring	<p>a) The Bidder should have a minimum of five years' experience as on 30.04.2022 in hiring of Information Technology (IT) Professionals/Project Management Professionals for Government Departments/ Statutory/ Autonomous Bodies/ Public Sector Undertakings/ Banks/ Financial Institutions/ Information Technology (IT) companies/ Consultancy Firm.</p> <p>b) Bidder should have hired average 50 Information Technology (IT) professionals/ Project Management professionals per year in past three years ending on 31.03.2022.</p>	<p>a. Copy of the oldest work order or contract or Completion Certificate or copy of invoice raised along with proof of transactions relating to hiring of IT professionals/ Project Management Professionals in Government Departments/ Statutory/ Autonomous Bodies/ Public Sector Undertakings/ Banks/Financial Institutions/ Information Technology (IT) companies/Consultancy Firm. The order for extension of contract after completion of one year period may be considered as satisfactory part-completion of ongoing work. The work order/contract and/or client's certificate should clearly indicate job profiles of hired resources.</p> <p>b. Copy of audited report of last three years which are showing number of IT/ Project management resources hired for their client(s). In case audited report not showing the same then certificate from CA should be submitted. Alternatively, bidder can submit set of invoices raised to their clients along with proof of transactions and other supporting documents to ascertain the number and field of hired resources.</p>
3.	Similar Nature of Client	Bidder should have at least one client from Government Departments/ Statutory/ Autonomous Bodies/ Public Sector	Copy of work order/copy of contract or client's completion certificate showing annual billing of client. In case the client's certificate

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

#	Parameter	Pre-Qualification Criteria	Evidence required
		Undertakings/ Banks/ Financial Institutions/ Information Technology (IT) companies/ Consultancy Firms with total annual billing related to hiring of Information Technology (IT) professionals/ Project Management professionals and/ or human resource management service of atleast Rs. 4 Crs in any of four (4) financial years (2018-19, 2019-20, 2020-21 or 2021-22).	regarding satisfactory completion is not available, proof of completion in the form of complete set of invoices raised along with proof of transactions in respect of the claimed work or a certificate from the Chartered Accountant indicating the year-wise value received by the bidder under the claimed work orders/contracts may be considered.
4.	Bidder's Capacity	Bidder should have hired at least 5 IT professionals with minimum CTC of 20 Lakh per annum or 10 IT professionals with minimum CTC of 15 lakh per year in at least one year during last four years ending on 31.03.2022—for Government Departments/ Statutory/ Autonomous Bodies/ Public Sector Undertakings, /Banks/Financial Institutions/Information Technology companies/ Consultancy firms.	Copy of work order/contract or client's certificate of successful completion/part completion (in the case of ongoing work) of work issued by the client. The work order/contract and/or client's certificate for experience should clearly mentioned area of specialization/Job field of hired resources and their yearly CTC. Alternatively, bidder can submit set of invoices raised to their clients along with proof of transactions and other valid supporting documents to ascertain the number and field of hired resources.
5.	Geographical Presence	The bidder should have experience in Hiring and/or management of human resource for minimum duration of one year at Delhi/NCR, Bengaluru and minimum two out of Six (6) locations mentioned below during past 5 years ending on 31.03.2022: Mumbai/Pune, Lucknow, Ranchi, Guwahati, Hyderabad and Chandigarh. The clients should be from Government Departments; Statutory/ Autonomous Bodies; Public Sector Undertakings, Banks and Financial Institutions or Information Technology company. The ongoing projects which are more than one year old as on 30.04.2022 may also be considered.	Copy of work order/contract or client's certificate of successful completion/ part completion (in the case of ongoing work) of work issued by the client. In case the client's certificate regarding satisfactory completion is not available, proof of completion in the form of complete set of invoices raised along with proof of transactions in respect of the claimed work orders/contracts
6.	Registration on job search portal	Bidder should have valid paid subscription of at least one job portal.	Proof of registration to be submitted.
7.	Experience of hiring in multiple job families	The bidder must have experience in hiring of resources in 07 out of the following 16 job families: i. Office Administration ii. Database Management iii. Software development	Copy of work order/contract indicating job family. In case job families are not mentioned in work order/Contract then Bidder may submit Job profile shared by client during hiring to ascertain the claim. Alternatively, Bidder can submit other

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

#	Parameter	Pre-Qualification Criteria	Evidence required
		iv. Artificial Intelligence v. Cloud Computing vi. Mobile application development vii. Information Security viii. Networking ix. Procurement and Contract Management x. Business Intelligence and Analytics xi. Human Resource Management xii. Project Management xiii. biometrics ecosystems xiv. Software Testing xv. Product Development xvi. Forensic Science	supporting documents to ascertain their claims.
8.	Single Entity	Bidder should be a Single Entity and not a consortium	Certificate / Declaration from the Authorized Signatory
9.	Blacklisting	The bidder should not be banned from carrying out business either with the any department under Central Government or the Ministry of Electronics & IT, Govt. of India or the UIDAI at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Certificate / Declaration from the Authorized Signatory

2.11.2 Evaluation of Technical Bids

a) The Technical proposals of only those bidders will be evaluated, who qualify in the evaluation of the pre-qualification proposals. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Scope of Work and by applying the evaluation criteria specified below. Only pre-qualified responsive proposals shall be further taken up for technical evaluation. Evaluation of the technical proposal will be done and at this stage the commercial bid (proposal) will remain unopened. Bidders, if asked for, shall make presentation to Evaluation Committee. The qualification of the Bidder and the evaluation criteria for the Technical Proposal shall be as defined below in the Table. Each responsive proposal will be given a technical score (ST). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score mentioned below after the table.

b) Criteria, sub-criteria, and point system for the detailed evaluation of Technical Proposals are as under:

#	Evaluation Criteria	Maximum score (In points)	Evidence required
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RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

#	Evaluation Criteria	Maximum score (In points)	Evidence required
1	<p>Highest CTC of resource who have been hired by bidder for their client in the field of IT/ Project Management in last three years ending on 31.03.2022: Upto 20 Lakh per Annum : 7 Marks</p> <p>More than 20 Lakh per annum & upto 25 Lakh Per Annum- 09 Marks</p> <p>More than 25 Lakh per annum & upto 30 Lakh Per Annum- 11 Marks</p> <p>more than 30 Lakh per annum & upto 35 Lakh Per Annum- 13 Marks</p> <p>More than 35 lakh per annum : 15 Marks</p>	15	Bidder can submit set of invoices raised to their clients along with proof of transactions and other supporting documents to ascertain the field of hired resources and their CTC .
2.	<p>Number of years of experience as on 30.04.2022 in hiring of Information Technology (IT) Professionals/ Project Management Professionals or Human Resource Management for Government Departments/Statutory/ Autonomous Bodies/Public Sector Undertakings/Banks/Financial Institutions/ Information Technology (IT) companies/ Consultancy Firm(s):</p> <p>Upto 5 years- 8 marks</p> <p>more than 5 years & upto 7 years- 10 marks</p> <p>more than 7 years & upto 9 years- 12 marks</p> <p>More than 9 years-15 marks</p>	15	Copy of the oldest work order or contract or client's Completion Certificate or Invoices raised to their clients along with proof of transactions relating to hiring of IT professionals in Government Departments/ Statutory/ Autonomous Bodies /Public Sector Undertakings/ Banks/ Financial Institutions/ Information Technology (IT) companies/ Consultancy Firm(s) or proof of completion of work. The order for extension of contract after completion of one year period may be considered as satisfactory part-completion of ongoing work. The work order/contract and/or client's certificate should clearly indicate job profiles of hired resources.
3	<p>Average Number of Information Technology (IT) professionals/ Project Management professionals hired per year in past three years ending on 31.03.2022.</p> <p>50-60 resources- 07 marks</p> <p>61-100 resources-10 marks</p> <p>More than 100 resource-15 marks</p>	15	Copy of audited report of last three years which are showing number of IT/ Project management resources hired for their client. In case audited report are not showing the same then certificate from CA should be submitted. Alternatively, bidder can submit set of invoices raised to their clients along with proof of transactions and other supporting documents to ascertain the number and field of hired resources.
4	<p>Number of Client from Government Departments/Statutory/ Autonomous Bodies/Public Sector Undertakings, Banks/Financial Institutions/Information Technology (IT) companies/Consultancy Firms for which hiring of IT/ Project Management professional and/or Human Resource management service has been provided with minimum annual billing</p>	15	Copy of work order/copy of contract or client's completion certificate showing annual billing of client. In case the client's certificate regarding satisfactory completion is not available, proof of completion in the form of complete set of invoices raised in respect of the claimed work along with proof of transactions or a certificate from the Chartered Accountant indicating the year-wise value received by the

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

#	Evaluation Criteria	Maximum score (In points)	Evidence required
	amount of Rs. 4 Cr in last four years ending on 31.03.2022: one client- 8 marks 2-3clients- 10 marks More than 3 client- 15 marks		bidder under the claimed work may be considered.
5.	Number of IT professionals hired on CTC of 15 lakh per year or more in last one year ending on 31.03.2022-to Government Departments/Statutory/ Autonomous Bodies/Public Sector Undertakings/Banks/Financial Institutions/Information Technology companies/Consultancy Firms: upto 10 resources- 08 marks 11-15 resources-10 marks 16-20 resources -13 marks More than 20 resouces-15 marks	15	Copy of work order/contract or client's certificate of successful completion/part completion (in the case of ongoing work) of work issued by the client. The work order/contract and/or client's certificate for experience should clearly mentioned area of specialization/Job field of hired resources and their yearly CTC. Alternatively, bidder can submit set of invoices raised to their clients along with proof of transactions and other supporting documents to ascertain the number and field of hired resources.
6	Number of locations out of Six (6) locations (Mumbai/Pune, Lucknow, Ranchi, Guwahati, Hyderabad and Chandigarh) where bidder has provided hiring and/or management of human resource services in past 5 years ending on 31.03.2022: 2-3 locations-06 marks 4-5 locations- 07 marks All 06 locations-10 marks	10	Copy of work order/contract or client's certificate of successful completion/ part completion (in the case of ongoing work) of work issued by the client. In case the client's certificate regarding satisfactory completion is not available, proof of completion in the form of complete set of invoices along with proof of transactions raised in respect of the claimed work orders/contracts.
7	Number of job search portal where bidder have valid paid subscription: 1 job search portals- 03 marks 2 job search portals- 04 marks More than 2 job search portals- 5 marks	5	Proof of registration to be submitted.
8	Number of job family out of following 16 job families where bidder has experience in hiring of resource: i. Office Administration ii. Database Management iii. Software development iv. Artificial Intelligence v. Cloud Computing vi. Mobile application development vii. Information Security viii. Networking ix. Procurement and Contract Management x. Business Intelligence and Analytics	10	Copy of work order/contract indicating job family. In case job families are not mentioned in work order/Contract then Bidder may submit Job profile shared by client during hiring to ascertain the claim. Alternatively, Bidder can submit other supporting documents to ascertain their claims.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

#	Evaluation Criteria	Maximum score (In points)	Evidence required
	xi. Human Resource Management xii. Project Management xiii. biometrics ecosystems xiv. Software testing xv. Product development xvi. Forensic Science Up to 07 families-06 marks 08-11 families-08 marks 12-15 families-10 marks		
	Total	100	

c) **Minimum technical score required to qualify is 60 Points.**

d) **IMPORTANT NOTE:**

- i. UIDAI may seek clarification/ original documentary evidence on any of the submitted documents at any point during the evaluation. Bidders may have to submit supporting documents if required during the evaluation.
- ii. UIDAI may independently verify the claims made by the bidder in the technical bid, if required.
- iii. UIDAI reserves the right to reject any Technical Proposal in case the bidder fails to satisfy any of the condition mentioned in the Technical Criteria during the evaluation.

2.11.3 Evaluation of Commercial Bids

- a) Commercial Bids of only those bidders who are technically qualified shall be opened on the date and time communicated by the UIDAI.
- b) The Commercial Bids shall be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis:
 - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - If there is discrepancy between words and figures, the amount in words shall prevail.
- c) Commercial evaluation exclusion criterion:
 - Conditional bids shall NOT be accepted and shall be rejected.
 - The bids, found lacking in strict compliance to the commercial bid format shall be rejected.
- d) Evaluation of the bid will be online and offline both, and comments of the offline committee will be uploaded as per the online process. The bidder with lowest qualifying commercial bid (L1) for estimated contract value for three year will be awarded the work. The decision of UIDAI in this regard shall be final.
- e) While submitting the Commercial Bid, the bidder shall ensure the following:
 - The Commercial Bid shall take into account all expenses including the applicable GST.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- Costs shall be expressed in absolute terms in rupees up to two decimal points and not in percentage.
- The Hiring charges and HR management charges quoted by the bidder shall include all the costs associated with the assignment. The cost towards remuneration of resources, and all other costs which UIDAI has committed to reimburse the contracting agency shall be borne by the UIDAI. Similarly, testing of candidates during hiring process shall be done by the Purchaser; hence cost towards this may not be included in the service charges. All other costs, including those required for fulfillment of scope of work of the contract are to be built within the quotation for hiring cost/service charge for human support service.
- It is rate contract and Scope of Work does not guarantee any business to the successful bidder, L1 bidder shall be chosen based on total least cost quoted by bidder. UIDAI will pay hiring charges and/or HR management charges based on number of resources hired and/or number of resources actually deployed by Agency on demand of UIDAI.
- The total cost against hiring and HR Management indicated in the Commercial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Commercial Proposal, it shall be considered non-responsive and liable to be rejected.

2.12 UIDAI’s Right to Vary Scope of Engagement at the time of Award

UIDAI may at any time during the period of Engagement, by a written order given to the Bidder, make changes within the general scope of the Engagement.

2.13 UIDAI’s Right to Accept Any Bid and to Reject Any or All Bids

UIDAI reserves the right to accept any bid and to annul the Bid process and reject all bids at any time prior to Engagement of agencies, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI’s action.

2.14 Clarification

When deemed necessary, UIDAI may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

2.15 Notification of Award (NOA)

- a) UIDAI will convey through Notification of award (NOA) the successful Bidder in writing through post or by email, that its bid has been accepted. Within 7 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award. The bidder would be required to furnish Performance Bank Guarantee within 14 days of issuance of this NOA.
- b) The notification of award will constitute the acceptance of the Terms and Conditions as mentioned in the NOA.
- c) Upon the successful Bidder’s furnishing of Performance Bank Guarantee pursuant to [Section 2.17](#), the UIDAI will promptly notify each unsuccessful Bidder and will discharge their Bid Security Declaration.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

2.16 Signing of Contract

- a) At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted (NOA), the UIDAI will send the Bidder the Contract Form ([Appendix B of Section 6.2](#)) provided in the Bid Document, incorporating all agreements between the parties.
- b) Within 15 days of receipt of the Contract Form, the successful Bidder shall sign the contract with date and return it to the UIDAI.

2.17 Performance Bank Guarantee

- a) Within 14 days after the issuance of Notification of Award by the Purchaser to the Bidder but before the signing of the contract, the successful Bidder shall furnish the Performance bank guarantee in accordance with the [Section 4.1.10 Performance Bank Guarantee](#) of this document as per prescribed format in [Section 6.3 Appendix C – Performance Bank Guarantee](#).
- b) Failure of the successful Bidder to comply with the requirement of this section shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/invoking bid Security declaration, in such event the UIDAI may call for new bids.

2.18 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the UIDAI, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

2.19 Bidder Authorized Signatory

- i. The individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:

Constituted attorney of the company OR

Duly Authorized Representative of the company,

He/she shall submit a certificate of authority as Power of Attorney or Board Resolution on behalf of the company.
- ii. The Bidder shall sign its Bids with the exact name of the Company which is to be empanelled. Each bid shall be signed by a duly authorized officer executed under seal.
- iii. The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder. *The Bidder's authorized representative who signs the bid on behalf of the bidders shall be its duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder's authorized representative*
- iv. The power of attorney or Board resolution of the firm as proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. The Bidders shall clearly indicate that the person signing the Bids have capacity to sign the bid. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority.

2.20 Contacting the UIDAI

- i. No Bidder shall contact the UIDAI on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- ii. Any effort by a Bidder to influence the UIDAI’s Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder’s Bid.

2.21 *Revelation of Prices*

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

2.22 *Local Conditions*

- i. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on its performance and / or the cost.
- ii. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the Engagement as described in the bid documents.
- iii. The UIDAI shall not entertain any request for clarification from the Bidder regarding such local condition.
- iv. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the Engagement contract awarded under the bidding documents will be entertained by the UIDAI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UIDAI on account of failure of the Bidder to appraise themselves of local laws/condition.

2.23 *Amendment to the Bid Document*

- i. At any time prior to the last date and time for receipt of bids, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- ii. The amendment will be notified by UIDAI and binding on all bidders.
- iii. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.

2.24 *Post Qualification*

- i. The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best responsive bid is qualified to satisfactorily perform the scope of work.
- ii. This determination will take into account the Bidder’s financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per document sought in the bid document as well as such other information as the UIDAI deems necessary and appropriate.
- iii. An affirmative determination will be a prerequisite for the Engagement of the Bidder. A negative determination will result in rejection of the Bidder’s bid, in which case, the UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

2.25 *Unfair Advantage*

If a Bidder could derive a competitive advantage from having provided services related to the assignment in question to UIDAI in Past, the Purchaser shall make available to all other Bidders together with this RFP relevant and non-confidential information that would in that respect give such Bidder any competitive advantage over competing Bidders.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

2.26 Fraud and Corruption

It is required that Bidders participating in the Engagement adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Purchaser:

- i. defines, for the purpose of this paragraph, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in scope of work execution;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of scope of work;
 - iii. “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, noncompetitive levels;
 - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a scope of work;
- ii. will reject a proposal for award, if it determines that the Bidder recommended for Engagement has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Engagement in question;
- iii. shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Terms and Conditions.

2.27 Only one Proposal

A Bidder must submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

2.28 Clarification of Bid Document

- i. A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI’s mail address indicated in [Section 1.2](#). The queries must be submitted in Microsoft Excel as follows:

Name of Bidder:					
S.No.	Section No	Clause No	Page number	Existing provision in the clause	Clarification sought

- ii. UIDAI will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the UIDAI in [Section 1.2.1 – Important Dates](#).
- iii. UIDAI will respond to the clarifications without identifying the name of the bidder to ensure fair bid process.

2.29 Confidentiality

Information relating to evaluation of Proposals, recommendations concerning Engagement shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the letter of Engagement. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

2.29.1 Confidentiality of Document

This Bid Document submitted by respective bidder is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner by submitting a Non-Disclosure Agreement (NDA). Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose. Bidder has to submit a non-disclosure agreement as per [Section 6.4 Appendix D– Non-Disclosure Declaration](#).

2.30 Proposal Format and Content

2.30.1 Pre-Qualification Proposal

The format of the Pre-Qualification Proposal to be submitted is mentioned in [Section 5.1 – Pre-Qualification Proposal Submission Form](#). Submission of the wrong type of Pre-Qualification Proposal may result in the Proposal being deemed non-responsive. The Pre-Qualification Proposal shall provide the information as required under [Section 2.11.1 – Evaluation of Pre-Qualification Bids](#) as per the format defined in [Section 5.3 – Forms related to prequalification and technical proposal](#) and shall provide all documentary evidence for the same.

2.30.2 Technical Proposal

The format of the Technical Proposal to be submitted is mentioned in [Section 5.2 – Technical Proposal Submission Form](#). Submission of the wrong type of Technical Proposal may result in the Proposal being deemed non-responsive. The Tech-Qualification Proposal shall provide the information as required under [Section 2.11.2 – Evaluation of Technical Bids](#) as per the format defined in [Section 5.3 – Forms related to prequalification and technical proposal](#) and shall provide all documentary evidence for the same.

2.30.3 Commercial Proposal

The Commercial Proposal shall be prepared using the format as mentioned in [Section 5.4 – Commercial proposal](#) and the Price bid as defined in the [FORM COM-2: Commercial Proposal](#)

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

Section 3 – Scope of Work and Terms of Agreement

The objective of engaging the Service Provider is for “**Hiring and Management of Human Resources**” is to onboard a reputed agency for following services to UIDAI:

- a) **Hiring Services** – Hiring of IT professionals, Project Management professionals and other resources on requirement of UIDAI and deploying them in Headquarters and others locations of UIDAI.
- b) **Human Resource Management Services** – Providing HR Management Services to UIDAI, including but not limited to staff performance appraisals, payroll management, leave management, travel / expense management, role based training needs identification, trainings and skilling, human resources on boarding, background/Character checks/police verification etc.

3.1 Schedule of requirements:

On award of work, the successful bidder will be required to provide the services as per the detailed scope of work. The indicative list of job positions at UIDAI for which hiring is expected, but not limited to, during the period of contract is as under:

Group	Job family	Estimated Annual CTC	Expected No of resources to be hired	Brief responsibility of resource/experience required (Indicative)
1	IT	More than 40 Lakh	4	<ul style="list-style-type: none">▪ To use an agile and curious mindset to define UIDAI technology roadmap, for software, hardware, biometrics (including biometric devices) and security.▪ Drive Strategic Thinking for UIDAI, including enterprise architecture▪ Innovation management and Research & Development (R&D).▪ To guide and direct the Biometrics Research project being carried out by institutions.▪ Work with internal and external teams to define Software Architecture for all services and solutions offered by UIDAI.▪ Ownership of the products, from conceptualization to delivery.▪ Oversee the design and development of application security architecture, auditing all modules and components (and identify the security requirements to be implemented for each module and component.▪ Responsible for preparing roadmap for biometrics ecosystems of UIDAI
2	IT	more than 25 lakh to	2	<ul style="list-style-type: none">▪ Experience in designing, developing and operating large mission-critical infrastructure including experience in all aspects of product

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

Group	Job family	Estimated Annual CTC	Expected No of resources to be hired	Brief responsibility of resource/experience required (Indicative)
		40 Lakh		<p>development life cycle.</p> <ul style="list-style-type: none"> Comprehensive knowledge of software engineering methodologies, principles and practices.
	Project Management/ Authentication/ Enrolment		2	<ul style="list-style-type: none"> Identify areas for Aadhaar integration with Central Ministries/State Governments and facilitate conceptualization of application solutions and necessary linkages. Responsible for appropriately packaging the authentication service Plan & write various policies, guideline documents, concept note for Aadhaar Authentication, authentication applications etc.
3	IT	more than 15 lakh to 25 lakh	15	<ul style="list-style-type: none"> Experience of writing Test Cases, Manuals and User documentation Experience of working in SDLC / Agile framework Experience of post Go-Live / Maintenance of applications Experience in biometrics. Experience in private cloud deployment (devOps), Experience in security architecture, (micro)service oriented architectures, Experience in agile software development, open source technologies. Experience in Architect AI & ML Applications Experience in fraud detection / prevention. Experience in data centre operation, infra management, Experience in managing database like MySQL & MSSQL Experience in application architecture. Experience in DC Design and Consolidation (Servers, Storage, network etc.) Experience in information security / cyber security Experience in fraud investigation & fraud risk Management Certifications – CEH/ECSA/OSCP
	Project Management/ Operation		5	<ul style="list-style-type: none"> Experience in project management, contract management, SLA management, RFP preparation, Experience in implementing CRM and related applications in large organizations. Experience in design / consulting /monitoring of IT/BPR project Experience in the e-Governance domain in Project Monitoring

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

Group	Job family	Estimated Annual CTC	Expected No of resources to be hired	Brief responsibility of resource/experience required (Indicative)
				<ul style="list-style-type: none"> ▪ Experience in preparation/ implementation of policies and guideline ▪ Experience in the field of financial inclusion and project management in implementing government funded large-scale projects. ▪ Experience as call center manager or similar position ▪ Experience in implementing CRM Software Applications, Supply Chain Planning & Optimization and Logistics ▪ Experience in managing the quality of the project.
4	Admin/Project Management /HR	Upto 15 lakh	20	<ul style="list-style-type: none"> ▪ Proven experience as HR professional with experience in designing job description, recruitment, establishing HR policies, among others. ▪ Experience in handling legal matters in PSU / Companies / Corporate Houses / Law Firms / Law Research Institution. ▪ Experience in Project Management, RFP preparation ▪ Writing experience in policies, guidelines and product documents ▪ Responsible for communication and closure of matters related to AUA/KUA/ASA. ▪ Working in close coordination with audit, fraud & IT security team and analyzing the periodic reports received from these units ▪ Strong skills in managing large facilities and running day to day operations of the building ▪ Experience in arranging and managing events. ▪ Experience in Project Management/Software Project Management/ Enterprise wide system integration/Process improvement engagements ▪ Experience in Drafting rules/regulation/responses to legal notices/vetting ▪ Experience in preparing press notes, editing in-house newsletters, social marketing, IEC Campaign, Public relations, Creative Designing, ▪ Proven work experience as a system analyst ▪ Experience in graphic designing for multiple medium including social media, print, mobile and web
	IT		15	<ul style="list-style-type: none"> ▪ Experience in Software Development with any of the languages like Java/JEE, PHP and .Net ▪ Experience with distributed (multi-tiered) systems, algorithms, and databases ▪ Experience with automated testing

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

Group	Job family	Estimated Annual CTC	Expected No of resources to be hired	Brief responsibility of resource/experience required (Indicative)
				<ul style="list-style-type: none"> ▪ Experience in Information Security / cyber security. Responsible to Conduct vulnerability assessments and penetration testing ▪ Direct recruitment through campus hiring from premium Engineering Colleges.

The Purchaser has the sole right to determine the number and nature of the job positions for which the hiring would be conducted under the scope of work. The number and nature of job positions for which hiring would be conducted may vary as per the requirement of the Purchaser. The brief responsibility of resource/experience required as mentioned in the above table are just indicative and can be changed as per actual requirements. Further, the details mentioned at table are merely indication of estimated requirement and is for assistance to bidders for preparation of their bid. The requirement of hiring would depend on number of actual vacancies/job openings under various job positions. It is also possible that number of hiring increase or decrease in specific group or nil requirement in one or more group(s). The Scope of Work does not guarantee any business to the successful bidder. The successful bidder shall not be entitled to any compensation in case the hiring/service management does not require for any of the positions indicated in table. Purchaser has right to award work for only Hiring and/or Human Resource services management (**including HR management of existing resources**).

3.2 Detailed Scope of Work

3.2.1 Hiring:

The service provider shall provide resources for a initial period of 3 years to UIDAI upon presentation of desired requisition by UIDAI for specific work profile. The service provider shall be responsible for the following:

- Sourcing of relevant CV's as per the job description and the minimum requirements provided by UIDAI
- Oversee job requisition and job posting process for effectiveness and legal adherence
- Maintain up-to-date requisition log and applicant register.
- Counsel prospective Human Resource Manpower concerning available positions, on benefits and work requirements of UIDAI and Promote UIDAI brand to prospective manpower.
- Pre-screening Assessment and short listing of the candidates who are eligible for Assessment Test by Agency and/or interviews by UIDAI technical panel.
- Organizing Assessment Test/ Panel Assessment and facilitating objective evaluation of shortlisted candidates.
- Finalization of minutes of Assessment Committee with close coordination with Assessment panel members.
- Salary negotiation with recommended candidates as per UIDAI policy.
- Conveying the recommendation of Assessment panel with annual CTC to be offered to selected candidates to HR Division and getting final order for hiring of selected resource.
- Drafting contract agreement with selected manpower / resources and seconding them to UIDAI. The hired resource's shall be on payrolls of the service provider and shall be seconded / loan-staffed to UIDAI for initial period of 3 years, as desired by UIDAI.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- Ensuring compliance to Indian Laws and other applicable manpower regulatory and statutory taxation requirements.

3.2.2 Human Resource Management Services

The service provider shall provide end to end Human Resource Management Services for seconded resources.

This shall include, but not limited to, the following:

- **On boarding:** On boarding of new joiners on UIDAI for:
 - Seconded staff from service provider organization
 - Young professionals (hired by UIDAI from leading Indian educational institutes, such as IIT's, NIT's, IIIT's, IISc etc)
- **Background Verification Checks:** Acquire / perform and maintain background check reports of resources at UIDAI including the following:
 - Address and identity verification
 - Verification of educational and academic credentials
 - Verification of prior employment
 - Criminal background checks for convictions including police verification checks
- **Payroll and Expense Management:** Processing salaries and expense reimbursements for human resource manpower seconded to UIDAI and ensuring that seconded staff are paid their salaries in timely manner.
- **Separation and Exit Management:** Service Provider shall coordinate in smooth separation management / exit management process for seconded resources leaving UIDAI. Separation could be attributed to staff whose services are no longer needed by UIDAI or otherwise, upon resignation of seconded staff.
- **Legal:** Service provider is expected to be up-to-date with the current legal provisions and law of land.
- **General Administration of HR Systems and Processes:** Service provider shall perform the following:
 - Perform Human Resources informational and systems functions in the areas of Human Resources Information System (HRIS), Personnel/Payroll system, Accounts Receivable system including managing the development, implementation, and maintenance of HRIS
 - Process verification of employment forms and handle verification of employment enquiries
 - Maintain Human Resource Division filing system
 - Monitor levels of employment and benefit forms, materials and supplies
 - Facilitate interrelations with Payroll / finance department for problem resolution
 - Track and prepare reports on new hires, promotions, transfers and termination.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

3.2.3 Hiring of personnel:

- (a) The Agency will be responsible for end to end management of hiring process as requested by UIDAI from time to time. UIDAI will provide work order which contains name of position and number of position to be hired, Job description, experience, salary band, location of posting etc in work order. UIDAI have right to ask bidder to assist in preparation of JD for such positions.
- (b) Agency will advertise the position on job portals, own recruitment portal, print media/social media platform and ensure to reach to the potential candidates meeting the eligibility criteria by all possible ways. Agency should ensure that positions should be open for normally 20 days in public domain. The agency shall ensure that the individual resource deployed in the UIDAI conforms to the educational, skill qualifications and experience prescribed in Job description provided by UIDAI in work order for hiring of resource(s).
- (c) **Short listing Process:**
- The agency shall maintain highest degree of transparency. The agency shall ensure that the screening and selection process is scientific and transparent so as to substantially eliminate biases and unethical practices. The Agency will ensure selection of only those candidates who fulfill the eligibility criteria prescribed for the respective positions.
 - After short listing, Agency should ensure to provide list of at least 3 times of number of positions advertised or minimum 5, whichever is higher number of profiles for next stage of selection process.
- (d) **Selection Process:**
- Selection Process comprising of Assessment test and Panel Assessment by UIDAI. Assessment test shall be arranged by UIDAI or any agency engaged by it for this purpose. The cost of such tests shall be borne entirely by the UIDAI. Weightage and cut-off of Assessment test shall be different for different level of positions which will be conveyed by UIDAI to agency time to time. UIDAI may also take coding test to assess the coding skills of resources to be hired in the field of Information Technology. There is no assessment test for some higher level positions which will be conveyed by UIDAI to agency time to time
 - For Panel Assessment of screened/Assessment Test Qualified candidates, UIDAI will provide composition of Assessment Panel to Agency. Agency will be responsible to co-ordinate with panel members and arrange the panel assessment of Assessment test qualified candidates. Based on performance in Panel Assessment and/or Assessment Test, Assessment Committee/panel will recommend selected and/or waitlisted candidate to Agency.
- (e) **Salary Negotiation and Compensation package (CTC) :**
- Agency and/or UIDAI will negotiate salary with recommended and/or waitlisted candidates as per standard prescribed by UIDAI. Normally, Agency will offer maximum 20% hike on existing Compensation package. However, in exceptional cases more than 20% hike on existing yearly CTC may be allowed to deserving candidates with prior approval of UIDAI.
 - Offered Compensation package consist of three parts namely basic pay, allowances and variable component. Variable component may constitute 10% to 20% of total compensation package (CTC) and reimbursement of variable component will be linked with performance appraisal of individual resource.
 - Employer contribution to the provident fund by agency and Gratuity component, if any, will be part of Compensation package (CTC).
- (f) Agency will submit recommendation of Assessment panel with compensation package to be offered (CTC) to the selected candidate(s) for getting the formal approval of UIDAI for on-boarding of selected candidates. Thereafter, formal approval/work order for on boarding of resource in UIDAI will be conveyed by UIDAI. The decision of UIDAI would be final on hiring of resources.
- (g) Agency will be liable to complete hiring process within 45 days from date of receiving of work

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

order/requirement from UIDAI and onboard the selected candidates within 60 days from receiving of UIDAI’s formal approval/work order for on boarding.

- (h) Resource will be on boarded for three years (UIDAI has right to onboard resources for lesser period than 3 years on shorter period requirement).
- (i) From time to time, UIDAI may also ask the agency to hire young Professional through campus hiring from Premium Engineering Colleges including IITs/NIT. In this regard, UIDAI will share detailed procedure of hiring to agency whenever campus hiring will be required.
- (j) Agency should advertise the positions globally specially for hiring of position group-1 to attract the best expertise in IT field.

3.2.4 Other terms and conditions of service

- (a) The persons deployed by the Agency should not have any Police record/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Any person deployed by the contracting agency should not indulge in act of misconduct. In case any such incident comes to the knowledge or brought to the knowledge of Authority, the contracting agency will withdraw such person immediately and the Authority will be at liberty to take appropriate action against such person as well as contracting agency.
- (b) The agency shall conduct a thorough background verification of the candidate at its own cost. The background verification shall essentially include the verification of the following credentials:
 - Verification of education and academic credentials
 - Verification of prior employment
 - Criminal background checks for convictions including police verification
 - Identity and address verification

The Agency shall submit the report of background verification of the candidate within one month of his/her deployment at UIDAI. In-case the background verification report is delayed, an interim report needs to be submitted to UIDAI within one month. Subsequently, final background check report should be made available within 60 days of date of joining of candidate.

- (c) The Agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
- (d) Agency should ensure that the deployed resources shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/ secret nature. UIDAI may require the persons deployed under the contract to sign an Undertaking in the form annexed at clause [**6.5 Appendix E.**](#)
- (e) The copies of appointment letter issued to the personnel deployed in the Authority shall be provided to the Authority. The contracting agency shall preserve a copy of the following documents in respect of the individual resources who will be deployed by it in the UIDAI and submit the same to the UIDAI on quarterly basis.
 - List of persons deployed.
 - Bio-data of the persons along with the certificates in respect of educational/ professional qualifications etc.
 - Self-Attested copy of educational certificate containing date of birth.
 - Certificate of verification of antecedents of persons by local police authority including background verification, experience and various certificates of hired resources.
 - Detailed proof of identity like Aadhaar, driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in UIDAI

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- Signed NDA
 - Signed undertaking by the individual manpower
- (f) The contracting agency shall provide Photo Identity Cards to all the deployed resources within 30 days of their deployment.
- (g) The agency shall be responsible for payment of maternity benefit to the individual resource deployed under the contract and who are eligible for payment of such benefits under the provisions of the Maternity Benefit Act, 1961. UIDAI shall reimburse the benefits paid by the agency to the employee concerned subject to the fulfillment of the eligibility criteria. The date of commencement of the contract or the actual deployment of the individual employee, whichever is later, shall be treated as the starting date for calculating the qualifying period under Section 5(2) of the Maternity Benefit Act, 1961.
- (h) The UIDAI follows Central Government’s office timings and has five working days (i.e. Monday to Friday) in a week from 0930 hrs to 1800 hrs with a lunch break of ½ hour from 13:30 hrs to 14:00 hrs. The employees will have two weekly days off. Besides this, the UIDAI also observes the Gazetted holidays notified by the Government of India from time to time. However, the work hours may be rescheduled on shift basis and the employees may have to report for work occasionally on weekend or holidays.
- (i) The attendance shall be recorded on the Aadhaar Enabled Biometric Attendance System or any other mechanism and shall be made available to the agency immediately on completion of a month or 25th of each month.
- (j) Resources deployed under this contract may be required to travel. However, when an individual resource is required to travel due to duties assigned by the controlling officer (not below the level of DDG), he/she will be entitled to travelling and other allowance as applicable.
- (k) UIDAI will follow standard industry policy on leave, entitlement of travelling allowances, and other allowances and detailed policy will be conveyed to agency after engagement.
- (l) The agency shall disburse the remunerations to the individual resource by 3rd working day of every month through electronic transfer directly in the bank account of the individual resources. The contracting agency shall submit the proof of disbursement of remuneration to the individual resources along with the monthly invoice.
- (m) **Annual Performance Appraisal and Annual Salary Hike :** UIDAI may provide annual salary hike to resources considering the various parameter like performance appraisal of resource, average Salary hike in IT industries etc. For Identifying the average salary hike in similar Industry, UIDAI may refer Industry benchmark report such as Asia Market Pulse survey-India by Mercer or Total reward report by AoN or any other similar Industry benchmark report. UIDAI will share detailed policy guideline on Annual Performance Appraisal of Resources and Annual Salary hike after engagement of Agency.
- (n) **Probation period of Resource:** On boarded Resource will be on probation for a period of 06 months from the date of joining which may be extended by UIDAI on its discretion.
- (o) **Termination of service from UIDAI/resignation of resource :**
- i. UIDAI can relieve the on boarded resource from their services from UIDAI to agency by giving the 30 days notice period during probation period or 90 days notice period beyond probation period or payment of basic salary in lieu thereof. In case of resignation of on boarded resource, Agency can accept the resignation with 30 days notice period in probation or 90 days notice period beyond probation or payment of basic salary in lieu thereof by resources concerned to UIDAI. However, in case of resignation, prior approval of UIDAI will be required before reliving from service. Once resource on boarded by Agency in UIDAI after completion of all formalities, Agency cannot onboard such resources to their other client without prior approval of UIDAI.
 - ii. UIDAI can return the services of resources to Agency without any notices, if
 - Violation of terms and condition of Service.
 - Background verification report is found adverse by Agency.
 - Document/Declaration given by Agency on behalf of resource is false.
 - Convicted of any criminal offences.
 - Unauthorized absent from duty.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- Found medically unfit.
 - Performance does not meet prescribed standard.
 - In case, the resource deployed by the Agency commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence.
- (p) Agency should ensure that deployed resource not to undertake any full time or part time contract, as a director/partner/member/employee/consultant of any other organization/entity engaged in form of business activity.
- (q) The contracting agency shall nominate a Coordinator in writing for each office of the UIDAI where the resources are deployed under the contract, who will be responsible for interaction with UIDAI in all matters related to hired resources. Contracting agency shall ensure bimonthly meeting with deployed resources to attend their grievances.
- (r) Contracting agency shall ensure that deployed resources shall not make any representation directly to UIDAI.
- (s) The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the UIDAI during the currency or after expiry of the contract. The contracting agency's personnel shall not have any right to claim any benefit/compensation /absorption/regularization of services with the Authority. Undertaking from the person to this effect in the form annexed at clause [6.5 Appendix E](#) will be required to be submitted by the contracting agency to this office.
- (t) For all intents and purposes, the agency shall be the “Employer” within the meaning of Legislations in respect of resources employed and so deployed in the Unique Identification Authority of India. The persons deployed by the agency in the Authority shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against the Authority.
- (u) The Authority shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment's or vehicles of the personnel of the contracting agency.
- (v) The agency shall be responsible for any damages done to the property of the Authority by the personnel so employed. The UIDAI will be free to recover it from the Performance Bank Guarantee given by the contracting agency or from any other monthly payments to contracting agency.
- (w) The UIDAI shall not be responsible for any financial or other injury to any person deployed by agency in the course of their performing the functions/duties, or for payment towards any compensation.
- (x) The contracting agency shall 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 contracting agency fails to comply with any statutory/ tax 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 Bank Guarantee Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- (y) The contracting agency shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the Authority.
- (z) The contracting agency shall submit a declaration cum indemnity bond to indemnify the Authority, its officers and employees and representatives against all third party claims, charges, penalties, fines, expenses, losses, damages, costs, suits or any other levy against the Authority and/or the officers and employees due to the failure of the Agency to observe or follow any of the laws in the pro forma prescribed at clause [6.6 – Appendix F](#).
- (za) ***Before commencing the services under the Contract and as required thereafter, the Vendor shall obtain all applicable permits and licenses required to carry out its obligations under the Contract.***

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

3.3 Deliverables and Service Level Agreement

(a) The key deliverables, service level agreements and penalties *thereagainst* the contracting agency shall be as under:

Sl. No.	Deliverable	Service level Agreement (SLA)	Penalty
(i)	Completion of hiring.	Within 45 days' post notification of requirement by the concerned official from UIDAI	INR 5000/- for delay of each week beyond 45 days.
(ii)	Number of candidates appearing in the test / interview panel	3 times of the each positions or minimum '5' whichever higher, which are to be filled at each occasion.	INR. 2000/- For each occasion of shortfall
(iii)	Deployment of resources	Within 60 days of communication of selection of candidate to the Agency or formal work order for on boarding of selected resource.	INR 5000/- for delay of each week beyond 60 days.
(iv)	Submission of Background Verification and other Reports of persons deployed at UIDAI	Within 60 days of deployment of a person at UIDAI	1% of monthly payment of service charge for delay of each week,
(v)	Delay in monthly payment of remuneration to resource	by 3 rd working day of each month	2% of monthly payment of service charge for delay of each working day
(vi)	Providing of replacement of resource in case of de-boarding/resignation before completion of 06 months period of deployment in UIDAI.	Within 45 days	INR 5000/- for delay of each week beyond 45 days.

(b) The maximum SLA based penalties that can be levied under the contract shall be 10 per cent of the service charge claimed by the contracting agency in the monthly invoice.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

Section 4 – General Conditions of Contract

4.1 General Provisions

4.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this document have the following meanings:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Government’s country, as they may be issued and in force from time to time.
- (b) **“Bidder”** means any private or public entity that will provide the Services to the Purchaser as defined in this document.
- (c) **“Letter of Engagement”** means letter that shall be signed and submitted by the Manpower agency to UIDAI post Engagement.
- (d) **“Contract”** means the Contract signed by the Manpower agency with UIDAI for providing manpower services in UIDAI.
- (e) **“Effective Date”** means the date on which this Engagement comes into force and effect pursuant to [Section 4.2.1 – Effectiveness of Engagement](#).
- (f) **“Agency”** means the Bidder Company selected under this Engagement process. The expressions “Agency”, the “Contracting Agency” and the “Manpower Agency” carry the same meaning.
- (g) **“Stakeholders”** - means all the agencies (internal as well as external) which are engaged by UIDAI.
- (h) **“Government”** means the Government of the Purchaser’s country.
- (i) **“In writing”** means communicated in written form with proof of receipt.
- (j) **“Party”** means the Purchaser or the Bidder, as the case may be, and “Parties” means both of them.
- (k) **“Purchaser”** means the entity acquiring the services under this Engagement i.e. UIDAI
- (l) **“Resident”** means normal resident of India.
- (m) **“Services”** means the work to be performed by the Bidder pursuant to Engagement under this RFP.
- (n) **“UIDAI”** means Unique Identification Authority of India and is referred as the Purchaser. The expressions “UIDAI” and the “Authority” carry the same meaning.

4.1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Purchaser” and the Bidder.

4.1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Laws of India.

4.1.4 Language

The General terms and Conditions and Letter of Engagement have been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

4.1.5 Notices

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Engagement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address including the facsimile and electronic mail of the party specified in this Agreement or such other address as either party may specify in writing.
- (b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.
- (c) All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

4.1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Engagement by the Purchaser or the Bidder may be taken or executed by the Authorized Representative of the Bidder.

4.1.7 Taxes, Duties and Other Statutory Payments

- (a) The Bidder and their Personnel shall pay such indirect taxes, duties, fees, statutory payments and other impositions levied under the Applicable Laws of India.
- (b) If, there is any change in the applicable laws of India with respect to such taxes, duties, fees, statutory payments and other impositions, which are directly payable by the contracting agency in future, which increases or decreases the cost, then the corresponding adjustments shall be made to the discovered rates.

4.1.8 Fraud and Corruption

4.1.8.1 Definitions

It is the Purchaser’s policy to require that the Purchaser as well as Bidders observe the highest standard of ethics during the selection and execution of such Engagement. In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:

- (a) **“corrupt practice”** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in execution scope of work;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts in order to influence a selection process or the execution of work under Engagement;
- (c) **“collusive practices”** means a scheme of arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels; and
- (d) **“coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of work under Engagement.

4.1.8.2 Measures to be taken by the Purchaser

- (a) The Purchaser may terminate the Engagement if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that work under Engagement, without the Bidder having

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;

- (b) The Purchaser may also apply sanction/s against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/ Engagement if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the activities as mentioned in the Scope of Work;

4.1.8.3 Commissions and Fees

Purchaser will require the successful Bidder to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the activities as mentioned in the Scope of Work. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

4.1.9 Limitation of Liability

- (a) The contracting agency’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- (b) Except in case of gross negligence or willful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser’s Bidders, shall not be liable to Purchaser:
 - i. For any indirect or consequential loss or damage; and;
 - ii. For any direct loss or damage that exceeds
 - i. The service charges receivable under the contract, or
 - ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher.
- (c) This limitation of liability shall not affect the Bidder’s liability, if any, for damage to Third Parties caused by the Bidder/ Bidder’s Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.

4.1.10 Performance Bank Guarantee

- (a) Within 14 days after the issuance of Notification of Award by the Purchaser to the Bidder, the successful Bidder shall furnish a Bank Guarantee of Rs. 50 lakh (Rupees Fifty lakh only) towards Performance Bank Guarantee, to the Purchaser from a scheduled bank as per [Section 6.3 Appendix C – Performance Bank Guarantee](#).
- (b) The Bank Guarantee should be valid till the entire term of the Engagement i.e. 3 years and for an additional period of 90 days may be referred as final claim date after the completion of the term of Engagement (Considering extension, if any). In case the duration of the Engagement is extended by UIDAI, the successful bidder will have to extend the Bank Guarantee by that period.
- (c) The Bank Guarantee shall be invoked by UIDAI in the event the successful bidder:
 - i. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of UIDAI,
 - ii. Misrepresentations of facts/information submitted to UIDAI.
- (d) The bank guarantee deposit shall be released after completion of the Engagement term along with an additional 90 days period.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

4.1.11 Conflict of Interest

The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder’s Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

4.2 Commencement, Completion, Modification and Termination of Engagement

4.2.1 Effectiveness of Engagement

This Engagement shall come into effect on the date the letter of Engagement is signed and submitted by the Agency with UIDAI or the commencement of services by the successful bidder, whichever is earlier. The date the Engagement comes into effect is defined as the Effective Date.

4.2.2 Expiration of Engagement

This Engagement Contract shall expire at the end of such time period as specified in [Section 4.2.9](#).

4.2.3 Entire Agreement

The terms and conditions as part of this document contain all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

4.2.4 Modifications or Variations

Any modification or variation of the terms and conditions, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.

4.2.5 Force Majeure

4.2.5.1 Definition

- (a) For the purposes of this Engagement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, **pandemic situation causing lockdown by the order of the concerned government** or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include:
 - i. any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor
 - ii. any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Engagement and avoid or overcome in the carrying out of its obligations hereunder.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- (c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

4.2.5.2 No Breach of Terms and Conditions

The failure of a Party to fulfill any of its obligations stated as Terms and Conditions shall not be considered to be a breach of, or default under, this Engagement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Engagement, and
- (b) has informed the other Party as soon as possible about the occurrence of such an event.

4.2.5.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the specified Terms and Conditions as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Engagement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the “Purchaser”, shall either:
 - i. Demobilize; or
 - ii. Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on pro-rata basis, under the terms and conditions of this Engagement.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to [Section 4.15– Settlement of Disputes](#).

4.2.6 Suspension

The UIDAI engaging the Agency may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations, including the carrying out of the Services, provided that such notice of suspension

- (a) shall specify the nature of the failure, and
- (b) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

4.2.7 Termination

4.2.7.1 By Purchaser

Purchaser may terminate this Engagement in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this section. In such an occurrence Purchaser shall give a not less than thirty (30) days written notice of termination to the Bidder, and sixty (60) days in the case of the event referred to in (d) and (j).

- (a) If the Bidder does not remedy a failure in the performance of their obligations as per the Scope of Work and terms of Agreement defined in [Section 3](#) of the RFP, within thirty (30)

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

days after being notified or within any further period as the Purchaser may have subsequently approved in writing.

- (b) If the Bidder becomes insolvent or go into liquidation or **winding up**, whether compulsory or voluntary.
- (c) If the Bidder, in the judgment of Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the activities defined in the Scope of Work and terms of agreement in [Section 3](#).
- (d) If, as the result of Force Majeure, the Bidder is unable to perform Services for a period of not less than sixty (60) days.
- (e) Purchaser may by written notice sent to the Bidder, terminate the Engagement, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of work is terminated, and the date upon which such termination becomes effective.
- (f) If the Bidder submits to Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.
- (g) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Purchaser.
- (h) If the Bidder fails to provide the quality services as envisaged as per the scope of work defined. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Purchaser may decide to give one chance to the Bidder to improve the quality of the services.
- (i) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to [Section 4.15– Settlement of Disputes hereof](#).
- (j) The Purchaser may, without prejudice to any other remedy for breach of Terms and Conditions, by 60 days prior written notice of default sent to the Bidder, terminate the Engagement in whole or in part:
 - i. If the Bidder fails to deliver Services within the time period(s) specified in the RFP, or any extension thereof granted by the Purchaser, OR
 - ii. If the Bidder fails to perform any other obligation(s) under the Terms and Conditions.

4.2.7.2 Cessation of Rights and Obligations

Upon termination of this Engagement, or upon expiration of this Engagement pursuant to [Section 4.2.2](#) hereof, all rights and obligations of the Parties hereunder shall cease, except

- a) such rights and obligations as may have accrued on the date of termination or expiration,
- b) the obligation of confidentiality set forth in [Section 4.3.2](#) hereof,
- c) the Bidder’s obligation to permit inspection, copying and auditing of their accounts and records set forth in [Section 4.3.3](#) hereof, and
- d) any right which a Party may have under the Law.

4.2.7.3 Cessation of Services

Upon termination of this Engagement pursuant to [Section 4.2.7.1](#) hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

4.2.7.4 Payment upon Termination

Upon termination of this Engagement pursuant to [Section 4.2.7.1](#), the Purchaser shall make the

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

following payments to the Bidder:

- a) If the Engagement is terminated pursuant to clauses of [Section 4.2.7.1](#) other than those mentioned in sub-clause 4.2.7.4 (b) hereof for Services satisfactorily performed prior to the effective date of termination.
- b) If the Engagement is terminated pursuant of Section 4.2.7.1 (c), (f), (g) and (i), the Bidder shall not be entitled to receive any agreed payments upon termination.

4.2.7.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (g) of [Clause 4.2.7.1](#) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to [Section 4.15– Settlement of Disputes](#) hereof, and this Engagement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

4.2.8 Extension of Contract

The Contract may be extended for a further period of one year depending upon the requirement and performance of the agency

4.2.9 Period of Contract

The contract will be initially for a period of three years which may be extended for a further period of one year depending upon the UIDAI’s requirement and performance of the agency.

4.2.10 No Claim Certificate

The Bidder shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favour of the Purchaser in such forms as shall be required by the Purchaser, after the works are finally accepted.

4.3 Obligations of the Bidder

4.3.1 General

4.3.1.1 Standard of Performance

The Agency shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate resource. The Bidder shall always act, in respect of any matter relating to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser’s legitimate interests in any dealings with third Parties. Bidder should follow and perform services as specified in [Section 3 – Scope of Work and Terms of Agreement](#).

4.3.1.2 Bidders Not to Benefit from Commissions, Discounts, etc.

The payment of the Bidder pursuant to [Section 4.6 – Payments to the Bidder](#) or Terms of Payment shall constitute the Bidder’s only payment in connection with the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the services or in the discharge of their obligations under the Terms and Conditions, and the Bidder shall use their best efforts to ensure that the personnel and its agents shall not receive any such additional payment.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

4.3.1.3 Prohibition of Conflicting Activities

The Bidder shall not engage either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under [Section – 3 Scope of Work and Agreement](#).

4.3.2 Confidentiality

Except with the prior written consent of the Purchaser, the Bidder shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Bidder make public the recommendations formulated in the course of, or as a result of, the Services.

4.3.3 Accounting, Inspection and Auditing

The Bidder:

- a) shall keep accurate and systematic accounts and records in respect of the Services to be provided under the RFP, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
- b) with respect to such accounts and records related to this Engagement, shall periodically permit the “Purchaser” or its designated representative, during the Engagement period and up to a period of five years from expiration or termination of this Engagement, to inspect the same and make copies thereof, as well as to have them audited by auditors appointed by the “Purchaser”, if so required by the "Purchaser" as the case may be.

4.3.4 Bidder’s Actions Requiring Prior Approval

The Agency shall obtain the prior approval in writing from UIDAI before any change, replacement, withdrawal or addition to the Personnel listed as part of team for any assignment as mentioned in [Section 3 – Scope of Work and Terms of Agreement](#) and Award of Work.

4.3.5 Reporting Obligations

The Agency shall report to the Purchaser the reports and documents, in the form, in the numbers and within the time periods as and when required by the Purchaser.

4.3.6 Documents Prepared by the Bidder to be the Property of the Purchaser

All plans, drawings, specifications, designs, reports and other documents submitted developed or customized by the Bidder, if any, during this Engagement/ Contract shall become and remain the property of the Purchaser utilizing the Services, and the Bidder shall, not later than upon termination or expiration of this Engagement / contract, deliver all such documents to the Purchaser utilizing the Services.

4.3.7 Equipment and Materials Provided by the Bidders

Equipment or materials brought into India by the empanelled bidder and its Personnel and used either for this Project or personal use shall remain the property of the agency or the personnel concerned, as applicable.

4.3.8 Intellectual Property Rights (IPR)

- (a) The intellectual property rights to all the deliverables listed shall remain sole and absolute property of the “Purchaser”.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- (b) The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with Bidder prior to this Engagement and all new ideas, inventions, innovations, or developments conceived, developed or made by Bidder shall remain the property of the Bidder.

4.4 Selected bidder's Personnel

4.4.1 General

The Agency shall provide services as detailed in the [Section 3 – Scope of Work and Terms of Agreement](#).

4.4.2 Approval of Personnel

In respect of personnel which the Agency proposes to use for carrying out of the services under the contract, the Agency shall furnish details of those resources along with the their details to the purchaser as required under [Section 3 – Scope of Work and Terms of Agreement](#).

4.5 Obligations of the Purchaser

4.5.1 Assistance and exemptions

Unless otherwise specified, the Purchaser shall use its best efforts to ensure that the Government shall:

- (a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services.
- (b) Provide to the Agency and Personnel any such other assistance as may be specified.

4.5.2 Change in the Applicable Law Related to Taxes, Duties and Statutory Payments

If, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. GST or any such applicable tax from time to time or and statutory payments which the Purchaser has promised to reimburse the contracting agency, which increases or decreases, shall be borne by the UIDAI.

4.6 Terms of Payment

- (a) The contracting agency shall submit the monthly bills in triplicate enclosing the certificates as mentioned in this RFP as 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.
- (b) Monthly bill comprising of following Items :
 - i. Monthly remuneration paid to Resource including PF contribution.
 - ii. Service charge against Human resource Management Service (Kindly refer para:4.6(c)).
 - iii. Hiring charge (Kindly refer Para 4.6(d))
 - iv. Reimbursement to resource (Supporting document: Copy of UIDAI policy for reimbursement, approval of competent Authority in case of travelling bills and transactions details)
 - v. GST on (i) to (iv) :
 - vi. **Total invoice value :**

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- (c) Discovered rate of Human Resource Management Service charge may be different or same for different group of resources. Agency will claim the Service charge based on number of resources deployed in UIDAI and their group. Group level of hired resources shall be defined based on CTC of resources.
- (d) Hiring charge will be paid on hiring and thereafter successful boarding of new resource in UIDAI. If selected resource de boards/resigns from UIDAI before completion of 06 months period of deployment in UIDAI, then Agency will provide replacement against such resources within 45 days. UIDAI will not pay hiring charges for resource provided as replacement in lieu of resignation/deboarding of resource within 06 months of joining in UIDAI.
- (e) The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax and the GST Acts and Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
- (f) The contracting agency shall make regular payment of remunerations and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required.
- (g) The contracting agency will ensure the remittance of the salary to the personnel deployed by them in UIDAI through Bank Account and a copy of the bank statement will be furnished to this office every month along with the bills.
- (h) Proof of challan/receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund 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.
- (i) Any instance of non-payment or short payment of remunerations to the personnel deployed in UIDAI shall be treated as breach of the contract.
- (j) The delay in payment of salaries to the personnel deployed in UIDAI shall attract penalty as per the SLA parameters defined in [clause 3.3](#).
- (k) No Payment shall be made in advance to neither the Service Provider nor any loan from any bank or financial institution be recommended on the basis of work award.
- (l) The number of personnel at each level is indicated the Schedule of Requirement. This is the tentative estimated requirement and for the purpose of evaluation of this Bid. However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements.
- (m) All payments shall be made in Indian Rupees after deducting/on receipt of payment against the penalties, applicable if any.

4.7 Liquidated Damages

The liquidated damages shall be as per [Clause 3.3 – Deliverables and Service Level Agreements](#) (SLAs). The maximum SLA based penalties that can be levied under the contract shall be 10 percent of the service charge claimed by the contracting agency in the monthly invoice.

4.8 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Engagement and to adopt all reasonable measures to ensure the realization of the objectives of this Engagement.

4.9 General

- (a) Estimation of requirement mentioned under scope of work is tentative and for the purpose of Evaluation of this bid. However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements. It is rate contract and Scope of Work does not guarantee any business to the successful bidder.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- (b) The bidder will be bound by the details furnished by it to the UIDAI while submitting the bid or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- (c) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the UIDAI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same at the risk and expense of the selected bidder. In this event, the selected bidder is bound to make the additional expenditure, which the UIDAI may have to incur to carry out bidding process for the execution of the balance of the contract.
- (d) UIDAI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

4.10 Applicable Law

The Contract shall be governed by and construed in accordance with the laws of India.

4.11 Notices

All notices, requests, claims, demands and other communications between the parties shall be in writing and shall be given (i) by delivery in person or (ii) by registered mail, postage prepaid, or (iii) by facsimile or (iv) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

4.12 Subletting of Works

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing from UIDAI, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.

4.13 Cancellation of Contract

The UIDAI reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the UIDAI on the following circumstances:

- (a) The bidder has made the misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- (b) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- (c) If deductions on account of SLA based penalties/ liquidated damages exceeds the maximum allowed limit for three consecutive months.

4.14 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with [Section 4.15 – Settlement of Disputes](#) hereof.

4.15 Settlement of Disputes

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

4.15.1 Amicable Settlement

Performance of the scope of work by the bidder shall be governed by the terms & conditions of the Contract. In case of dispute arises between the parties regarding any matter, either Party may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, [Section 4.15.2](#) shall become applicable.

4.15.2 Arbitration

- (a) If during the subsistence of this Contract/ Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract/ Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
- (b) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The parties may agree to have their dispute(s) resolved in terms of **Section 29B – Fast track procedure**, of the Arbitration and Conciliation Act, 1996 (as amended).
- (c) The Arbitration proceedings shall be held in Delhi, India.
- (d) The Arbitration proceeding shall be governed by the substantive laws of India.
- (e) The proceedings of Arbitration shall be in English language.
- (f) Except as otherwise stated, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
- (g) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
- (h) If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
- (i) It is a Scope of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- (j) It is also a Scope of the Contract that neither party shall be entitled for any interest on the amount of the award.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

- (k) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- (l) The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- (m) Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- (n) Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

4.16 *Miscellaneous Provisions*

- (a) Nothing contained in letter of Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (b) The Bidder shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of services as per the scope of work.
- (c) The Bidder shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (d) The Bidder shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.
- (e) The Bidder shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- (f) All claims regarding indemnity shall survive the termination or expiry of the Contract.

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

Section 5 – Annexure – Standard Forms

5.1 Pre-qualification Proposal Form

5.1.1 Pre Qualification Proposal Submission Form.

To,

The Director (HR),
Unique Identification Authority of India
(UIDAI), Ministry of Electronics & Information
Technology, Bangla Sahib Road, Behind Kali
Mandir, Gole Market, New Delhi – 110001

Dear Sir,

With reference to your RFP Document I/we, the undersigned, having examined all relevant documents and understood their contents, hereby submit our offer to provide services for “**Hiring and Management of Human Resources**” in UIDAI in accordance with your Request for Proposal dated _____ and our Proposal. We are hereby submitting our Proposal, which includes this Pre qualification proposal, Technical Proposal, and a Commercial Proposal as mentioned through GeM Portal. The proposal is unconditional and unqualified.

2. I/We hereby declare that all the information and statements made in this Proposal and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals and accept that any misinterpretation contained in it may lead to our disqualification. I/We shall make available to the UIDAI any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

3. I/We declare that I/We have examined and have no reservations to the RFP Documents, including any Addendum/Clarification issued by the UIDAI and I/We do not have any conflict of interest in accordance with RFP Document.

4. I/We undertake, if our Proposal is accepted and we have been engaged for providing the services to UIDAI, we shall abide by the conditions of the RFP.

5. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants in accordance with clauses of the RFP document. I/We understand that you have right to reject our application without assigning any reason or otherwise. I/we hereby waive our right to challenge the same on any account whatsoever.

6. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right if proposal is not opened or rejected.

7. I/We agree to keep this offer valid for 180 days after the last date of submission of bids specified in the RFP.

8. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

9. The Financial Proposal is being submitted separately as specified in RFP. This prequalification proposal read with Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.

10. I/We certify that that _____ (Company Name) has not been banned from carrying

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

out business either with the entire Government of India or the Ministry of Electronics & IT, Govt. of India or the UIDAI as on date. I/We also undertake that a similar ban imposed before the award of the contract under this RFP shall disqualify the company from being considered and all claims arising out of this RFP, other than the refund of the bid security, shall stand forfeited.

11. I/We certify that M/s _____ (Company Name) is a Single Applicant in response to your RFP for Providing “**Hiring and Management of Human Resources**” in UIDAI.

12. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. I/we hereby unconditionally accept the RFP conditions of UIDAI’s RFP documents in its entirety for the above work.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: _____

Date: _____

Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.1.2 Performa for Pre qualification proposal Submission:

1.	Name of the Agency	
2.	Brief profile of the Agency	
3.	Name of the Managing Director/CEO of the Agency	
4.	Full address of the Registered and Branch Offices	Form 1 enclosed at page no. _____
5.	Banker of Agency	(i) Name of the Bank and Branch: _____ (ii) Telephone number: _____ (iii) Address: _____
6.	Registration No. of the Agency	Type of legal entity (_____) No. _____ Certificate of Incorporation/Registration is at Page ____
7.	GST Registration No.	No. _____ Copy of GST Registration at Page No. _____
8.	PAN	No. _____ Copy of PAN at Page No. _____
9.	EPF Registration No.	No. _____ Copy of EPFO Registration at Page No. _____
10.	Financial Information	Form 2 enclosed at page no. _____
11.	Years of experience in hiring	Form 4 enclosed at page no. _____
12.	Similar nature client	Form 5 enclosed at page no. _____
13.	Bidder's capacity in hiring	Form 6 enclosed at page no. _____
14.	Geographical presence	Form 7 enclosed at page no. _____
15.	Registration on job search portal	Form 8 enclosed at page no. _____
16.	Experience of hiring in multiple job families	Form 9 enclosed at page no. _____
17.	Details of the Officers to whom all reference shall be made regarding this job	(i) Name : _____ (ii) Address: _____ (iii) Mobile Number : _____ (iv) E-mail Id : _____

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.2 Technical Proposal Forms

5.2.1 Technical Proposal Submission Form

To,

The Director (HR),
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology,
Bangla Sahib Road, Behind Kali Mandir, Gole Market,
New Delhi – 110001

Dear Sir,

With reference to your RFP Document I/we, the undersigned, having examined all relevant documents and understood their contents, hereby submit our offer to provide services for providing **Hiring and Management of Human Resources in UIDAI** in accordance with your Request for Proposal dated _____ and our Proposal. We are hereby submitting our Technical Proposal, and a Commercial Proposal as mentioned through GeM Portal. The proposal is unconditional and unqualified.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted and we are declared empanelled for providing the services to UIDAI, we shall abide by the conditions of the RFP.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Company: _____
Address: _____
Location: _____
Date: _____
Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.2.2 Technical proposal Submission Form:

1.	Name of the Agency	
2.	Highest CTC of resource which have been hired by bidder for their client in the field of IT/Project Management in last three years ending on 31.03.2022	Form 3 and supporting documents enclosed at page no. _____
3.	Number of years of experience as on 30.04.2022 in hiring of Information Technology (IT) Professionals/ Project Management Professionals or Human Resource Management for Government Departments/Statutory/ Autonomous Bodies/Public Sector Undertakings/Banks/Financial Institutions/ Information Technology (IT) companies/ Consultancy Firm(s):	Form 4 and supporting documents enclosed at page no. _____
4.	Average Number of Information Technology (IT) professionals/Project Management professionals hired per year in past three years ending on 31.03.2022.	Form 4 and supporting documents enclosed at page no. _____
5.	Number of Client from Government Departments; /Statutory/ Autonomous Bodies. Public Sector Undertakings/Banks/ Financial Institutions / Information Technology (IT) companies/ Consultancy Firm(s) for which hiring of IT/ Project Management professional and/or human resource management service has been provided with minimum annual billing amount of Rs. 4 Cr in last four years ending on 31.03.2022	Form- 5 and supporting documents enclosed at page no----
6.	Number of IT professionals hired on CTC of 15 lakh per year or more in last one year ending on 31.03.2022-to Government Departments/Statutory/ Autonomous Bodies/Public Sector Undertakings/Banks/ Financial Institutions /Information Technology companies/ Consultancy Firm(s)	Form 6 and supporting documents enclosed at page no. _____
7.	Number of locations out of Six (6) locations (Mumbai/Pune, Lucknow, Ranchi, Guwahati, Hyderabad and Chandigarh) where bidder has provided hiring and/or management of human resource services in past 5 years ending on 31.03.2022	Form7 and supporting documents enclosed at page no. _____
8.	Number of job search portal where bidder have paid subscription.	Form8 and supporting documents enclosed at page no. _____
9.	Number of job family out of following 16 job families where bidder has experience in hiring of resource: i. Office Administration ii. Database Management iii. Software development iv. Artificial Intelligence v. Cloud Computing	Form 9 and supporting documents enclosed at page no. _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

	<div>vi. Mobile application development</div> <div>vii. Information Security</div> <div>viii. Networking</div> <div>ix. Procurement and Contract Management</div> <div>x. Business Intelligence and Analytics</div> <div>xi. Human Resource Management</div> <div>xii. Project Management</div> <div>xiii. biometrics ecosystems</div> <div>xiv. Software testing</div> <div>xv. Product development</div> <div>xvi. Forensic Science</div>	
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Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Company: _____
Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.3 Forms related to Prequalification and Technical Proposal

5.3.1 Form 1: Details of registered/ branch offices

Sl. No.	Location	Registered/ Branch	Address	Telephone/ Mobile No.	Fax No.	E-mail Id	Name and designation of authorized person (SPOC)
1.	Delhi/NCR						
2.	Mumbai/Pune						
3.	Lucknow						
4.	Ranchi						
5.	Guwahati						
6.	Bengaluru						
7.	Hyderabad						
8.	Chandigarh						
9.	Manesar						

Note: Separate Details in respect of registered office (head office) may be provided if the same is located at any place other than those mentioned above.

Authorized Signature[In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.3.2 Form 2: Financial information of the Bidder

The annual turnover during is as under:

Sl. No.	Year	Total Turnover	Turnover from hiring and on boarding of resources
		(Rs. in crore)	
1.	2017-18		
2.	2018-19		
3.	2019-20		
4.	2020-21		
5.	2021-22		

The copy of audited financial statements and income tax return/ acknowledgement is enclosed at Page No. _____ to _____.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.3.3 Form 3: Experience in hiring (Tech qualification)

Criteria	Details of work in support of claim
Highest CTC of resource which have hired by bidder for their client in the field of IT/Project Management in last three years ending on 31.03.2022:	Name of the Work: _____ Name of the Client: _____ <u>CTC of resource :</u> <u>Field of hired resources:</u> Copy of work order/ proof of Completion/Invoice with proof of transactions and other supporting document is enclosed at Page No.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.3.4 Form 4: Experience in hiring

Table:1

Criteria	Numbers of years experience in hiring of IT professionals/Project Management professionals or Human Resource Management as on 30.04.2022	Details of work in support of claims
Experience in hiring		Name of client: Work order date: Field of hiring: Copy of Supporting document at Page no-----

Table :2

Sl. No.	Crite ria	Year	Number of professio nals hired	Field of hiring (i.e. IT/Project Manageme nt)	Name of client	Supporting documents page no.
1	Experience in hiring	2019-20				
2		2020-21				
3		2021-22				

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.3.5 Form 5: Similar Nature of Client

Sl. No.	Criteria	year	Number of Client for which hiring of IT/ Project Management professional and/or human resource management service has been provided with minimum annual billing amount of Rs. 4 Cr	Name of all client(s)	Reference documents page no.
i	Similar nature of client	2018-19			Work order date: Work completion date : Copy of supporting documents at Page no- --- to -----
ii		2019-20			Work order date: Work completion date : Copy of supporting documents at Page no- --- to -----
iii		2020-21			Work order date: Work completion date : Copy of supporting documents at Page no- --- to -----
iv		2021-22			Work order date: Work completion date : Copy of supporting documents at Page no- --- to -----

Note:

- (i) Copy of work order/contract or client’s certificate of satisfactory completion or other proof of completion of each work may be enclosed.
- (ii) In case the client’s certificate regarding satisfactory completion is not available, proof of completion in the form of complete set of invoices raised in respect of the claimed work orders/contracts or a certificate from the Chartered Accountant indicating the year-wise value received by the bidder

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

under the claimed work orders/contracts may be considered.

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Company: _____
Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.3.6 Form 6: Bidder's Capacity

Sl. No.	Criteria	year	Number of IT professionals hired for their client with minimum CTC of 20 lakh per annum	Number of IT professionals hired for their client with minimum CTC of 15 lakh per annum	Reference documents page no.
	Bidders Capacity	2019-20			Name of client: Work order date: Work completion date : Copy of supporting documents at Page no- --- to -----
		2020-21			Name of client: Work order date: Work completion date : Copy of supporting documents at Page no- --- to -----
		2021-22			Name of client: Work order date: Work completion date : Copy of supporting documents at Page no- --- to -----

Note:

Copy of work order/contract or client's certificate of satisfactory completion or other proof of completion of each work may be enclosed.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.3.8 Form 7: Geographical Presence

Sl. No.	Location	Name of the Work	Name , of the Client	Contract start date	Contract end date	Type of work(hiring/ Human resource support service)	Job profile of work(IT/Project Management)	Reference documents page no.
1.	Delhi							
2.	Bengaluru							
3.	Mumbai/ Pune							
4.	Lucknow							
5.	Ranchi							
6.	Guwahati							
7.	Hyderabad							
8.	Chandigarh							

Note:

(i) Copy of work order/contract or client’s certificate of satisfactory completion or other proof of completion of each nature of work may be enclosed.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.3.9 Form 8: Registration on Job search Portal :

S.No	Criteria	Name of Job search portal	Subscription start date	Subscription end Date	Reference document
	Registration on Job search Portal				Page no. ____
					Page no. ____
					Page no. ____

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.3.10 Form 9: Experience in hiring in multiple job families:

S.No	Criteria	Name of Job family	Number of resource hired	Name of client	Reference document
	Experience in hiring in multiple job families				Page no. ____
					Page no. ____
					Page no. ____
					Page no. ____
					Page no. ____
					Page no. ____
					Page no. ____

Note : Bidders should submit copy of work order/contract in support of claims. In case job families are not mentioned in work order/Contract then Bidder may submit Job profile shared by client during hiring to ascertain the claim. Alternatively, Bidder can submit other supporting documents to ascertain their claims.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Seal: _____

RFP for Engagement of Service Provider for “Hiring and Management of Human Resources” in UIDAI

5.4 Commercial Proposal

To

The Director (HR),
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology, Govt. of India (GoI),
Bangla Sahib Road, Behind Kali Mandir, Gole Market,
New Delhi – 110001

Dear Sir,

We, the undersigned, offer to provide services for *providing* “**Hiring and Management of Human Resources**” in UIDAI in accordance with your Request for Proposal dated _____ and our Proposal. Our attached Commercial Proposal in the form of BOQ_recruitment.pdf is for the sum of _____ [Insert amount(s) in words and figures*] including GST.

Our Commercial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. 180 days after the last date of submission of bids prescribed by the UIDAI.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Engagement, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: _____

Date: _____

Seal: _____

5.4.1 FORM COM-2: Commercial Proposal

Table 1

S.No	Group Level/Band of Positions	Per annum anticipated CTC	Hiring Qty / Head Count (A)	One time hiring Rate per head (in INR) (B)	One Time total hiring charge (in INR) (C)= A*B	Per month per resource HR management charge in (INR) (D)	Per month total HR management charge in (INR) E=A*D	HR Management charge for three years (in INR) F=E*36	Total charge i.e Resource hiring cost+ HR management for 3 years(In INR) G= F+C	GST on total charge(In INR) H=G*18%	Total cost (In INR) I=G+H
1	1	More than 40 Lakh	4								
2	2	more than 25 lakh to 40 Lakh	4								
3	3	more than 15 lakh to 25 lakh	20								
4	4	Upto 15 lakh	35								
										Total	

Gross Total Value (in INR) in Word =

Bidders may take note of the following conditions while preparing their commercial bid:

- Costs shall be expressed in absolute terms in rupees up to two decimal points and not in percentage.
- The Hiring charges and HR management charges quoted by the bidder shall include all the costs associated with the assignment.
- The cost towards remuneration of resources, and all other costs which UIDAI has committed to reimburse the contracting agency shall not be included in the commercial bid. Similarly, testing of candidates during hiring process shall be done by the Purchaser; hence cost towards this may not be included in the service charges.
- The total cost against hiring and HR Management indicated in the Commercial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.
- Hiring charge will be paid on hiring and thereafter successful boarding of new resource in UIDAI. If selected resource de boards/resigns from UIDAI

before completion of 06 months period of deployment in UIDAI, then Agency will provide replacement against such resources within 45 days. UIDAI will not pay hiring charges for resource provided as replacement in lieu of resignation/deboarding of resource within 06 months of joining in UIDAI. HR management charges will be paid on monthly basis.

- vi. It is rate contract and Scope of Work does not guarantee any business to the successful bidder, L1 bidder shall be chosen based on total least cost quoted by bidder. UIDAI will pay hiring charges and/or HR management charges based on number of resources hired and/or number of resources actually deployed by Agency on demand of UIDAI.
- vii. Group of hired resources shall be defined on their CTC and irrespective of designation of positions and accordingly hiring and human management charges will be payable.

Section 6 – Appendix

6.1 Appendix A– Bid Security Declaration Form

Date: Bid No.:

Bid Security Declaration Form

To
Unique Identification Authority of India
Ministry of Electronics & Information Technology, Government of India Bangla Sahib Road,
Behind Kali Mandir, Gole Market,
New Delhi – 110001

We, the undersigned, declare that:

We, M/s.....(herein referred as vendor) understand that, according to bid clause No. 2.6, bids may be supported with a Bid Security Declaration

We will automatically be suspended from being eligible for bidding in any tender, request for proposal or other similar invite with the Unique Identification Authority of India (herein referred as Purchaser) for the period of three years, starting on bid submission closing date, if we are in breach of any of the following obligation(s) under the bid conditions:-

THE CONDITIONS of this obligation are:

- i. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- ii. If the Formats to prepare the price bid are found to be modified by the Bidder; or
- iii. In the case of a successful Bidder, if the Bidder fails:
 - to accept the notification of award and sign the contract in accordance with Section 2.16 of the RFP;
 - to furnish Performance Bank Guarantee in accordance with Section 2.17 – Performance Bank Guarantee of the RFP.
 - If bidder withdraws its proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

We understand that this declaration shall expire if we are not the successful Bidder and on receipt of purchaser’s notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is later.

(Signature)

Authorized Signatory

Name : _____
Designation: _____
Office Seal: _____
Place: _____
Date: _____

6.2 Appendix B– Contract

CONTRACT

THIS AGREEMENT made this _____ day _____ of _____ between the Unique Identification Authority of India (hereinafter referred to as “the Purchaser”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and _____ having its Office at _____ (hereinafter referred to as “the Vendor”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators and Legal Representatives of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for providing Provider for “**Hiring and Management of Human Resources**” in UIDAI at New Delhi, Regional Offices located at New Delhi, Hyderabad, Bengaluru, Mumbai, Lucknow, Chandigarh, Ranchi and Guwahati, Technology Centre Bengaluru and Manesar Data Centre for the requirements defined in [Section 3 –Scope of Work and Terms of Agreement](#). _____ with the Vendor, and has accepted to pay the Vendor the contract amount for provisioning of those service(s) at a total value not exceeding _____ (Rupees _____) (Hereinafter referred to as "the Contract Value").

AND WHEREAS the Vendor has agreed to provide service(s) as listed in Bid Document No _____, as per the rate(s) given in the table below mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

RFP of Bid Document No_HQ-12050/2/2021-HR-HQ_regarding **Hiring and Management of Human Resources**_including

i.	Invitation to Proposal	Section 1
ii.	Instructions to Bid	Section 2
iii.	Scope of Work and Terms of Agreement	Section 3
iv.	General Conditions of Contract	Section 4
v.	Annexure – Standard Forms	Section 5
vi.	Appendix	Section 6

Negotiated bid (if any) and Clarifications, if any issued by the Purchaser and successful bidder.

Pre-Qualification, Technical and Commercial proposals submitted by the Vendor.

Order No. _____ dated _____ placed on the Vendor.

Acceptance of the order vide No. _____ dated _____ by the Vendor.

Before commencing the services under the Contract and as required thereafter, the Vendor shall obtain all applicable permits and licenses required to carry out its obligations under the Contract.

In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the service(s) and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.

The Purchaser hereby covenants to pay the Vendor in consideration of the provision of the Service(s) as listed in Table below and the remedying of defects therein, the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

TOTAL Contract Value:(Rupees)

No Claim Certificate

“The Bidder shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favour of the Purchaser in such forms as shall be required by the Purchaser, after the works are finally accepted.”

The contract will be initially for a period of three years which may be extended for a further period of one year depending upon the UIDAI’s requirement and performance of the agency.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered for and on behalf
of M/s _____

Signed, sealed and delivered for and on behalf
of the Unique Identification Authority of India

Signature
Name
Designation
Address
Date
Place New Delhi

Signature
Name
Designation
Address
Date
Place New Delhi

In the presence of:

In the presence of:

Signature
Name
Designation
Date
Place : New Delhi

Signature
Name
Designation
Date
Place New Delhi

6.3 Appendix C–Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....
Date.....

To
Unique Identification Authority of India
Ministry of Electronics & Information Technology, Government of India Bangla Sahib Road,
Behind Kali Mandir, Gole Market,
New Delhi – 110001

Dear Sirs,

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

- 3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
- 4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor’s liabilities.
- 5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
- 6. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to..... (INR).
 - b. This Bank Guarantee will be valid up to..... ; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by owner on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....2021.....at.....

WITNESS

.....	
.....	
(Signature)	(Signature)
.....	
.....	
(Name)	(Name)
.....	
.....	
(Official Address)	(Designation with Bank Stamp)
	Attorney as per Power of
	Attorney No.....
	Dated.....

6.4 *Appendix D– Non-Disclosure Declaration*

Non-Disclosure Declaration/Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No _____ covering “ _____ [RFP for Providing **“Hiring and Management of Human Resources” in UIDAI]**” (hereinafter called the said 'RFP') to the Unique Identification Authority of India, having its office at Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programmes, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.
2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e. is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for the RFP and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall ensure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at

any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of the RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of

(BIDDER)

Authorized Signatory Office Seal:

Name:

Place:

Designation:

6.5 Appendix E– Undertaking

Undertaking by the Personnel Deployed at the Unique Identification Authority of India

I, son/daughter of
aged do hereby declare that I will faithfully execute and perform the duties required of me during my deployment at the Unique Identification Authority of India.

2. I understand that I am an employee of.....(Name of the Company) and that I have no contractual relationship with the Unique Identification Authority of India. I also understand that I shall not have any right to claim any benefit or compensation or absorption or regularization of services with the Authority under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

3. I further undertake that unless directed so to do by my controlling officers, I will not communicate or allow to be communicated to any person any information relating to the affairs of the Authority or relating to the affairs of any person having any dealing with the Authority, nor will I allow any such person to inspect or have access to any record or document belonging to or in the possession of the Authority and relating to the business of the Authority or the business of any person having any dealing with the Authority. I fully understand that any breach of this undertaking shall attract appropriate punitive action against me under the provisions of the contract between my employer and the Authority as well as under the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, regulations thereunder and other laws of the State.

(Signature)

Place: Name in full
Date : Role for which deployed
Office where deployed

Signed before me:
(Details of the representative of the service provider company)

(Signature)
Name in full:
Designation:.....
Date
Seal of the Company

6.6 Appendix F– Declaration-cum-Indemnity Bond

DECLARATION CUM INDEMNITY BOND

(To be provided on Non-judicial stamp paper of Rs.100/-)

THIS DECLARATION CUM INDEMNITY BOND made at by M/s _____ having its Regd. Office at _____ (hereinafter referred to as “Contractor” which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their respective assigns, successors, executors and/or administrators) of the ONE PART in favour of

Unique Identification Authority of India (UIDAI), Bangla Sahib Road, Behind Kali Madir, Gole Market, New Delhi – 110001 (hereinafter referred to as the “Authority”, which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the OTHER PART.

WHEREAS the Contractor has entered into a contract with the Authority for Providing “**Hiring and Management of Human Resources**” at the Offices of the Authority”

Vide Notification of Award No.-----dated -----(hereinafter called the “Contract”);

AND WHEREAS it is one of the essential conditions of the Contract that the Contractor shall comply with all the provisions of the Labour and Industrial Laws, as may be applicable from time to time for the discharge and completion of the Services covered under said Contract by the Contractor including but not limited to the observance and compliance of The Contract Labour (Regulation and Abolition) Act 1970, The Child Labour (Prohibition and Regulation) Act 1986, The Employees’ Provident Funds & Miscellaneous Provisions Act, 1952, The Maternity Benefit Act, 1961 and other Laws applicable to the contractor(hereinafter referred as the ‘Laws’).

AND WHEREAS the Contractor has agreed to execute this Declaration cum Indemnity Bond to this effect and has agreed to indemnify and keep the Authority, its officers and employees and representatives indemnified and hold harmless against all third party claims, charges, penalties, fines, expenses, losses, damages, costs, suits or any other levy against the Authority and/or the officers and employees due to the failure of the Contractor to observe or follow any Laws.

NOW THIS DEED WITNESSETH AS UNDER:

1. In consideration of the Authority awarding the Contract to the Contractor subject to the condition of execution of this Declaration cum Indemnity bond, the Contractor declares and represents to the Authority that the Contractor has obtained all statutory registrations, certificates, licenses and approvals required under the Laws enabling the Contractor to execute the Contract in a legal and lawful manner.
2. That in the event of any liability arising out of failure to observe or non-compliance of any such ‘Laws’ by the Contractor in connection with the performance of the Contract, the Contractor shall bear all the resultant whatsoever liability(ies), if any arising out thereof and that the Authority, its officers, employees, representatives, shall not be liable for any such liability(ies). The Contractor agrees to indemnify and keep the Authority, its officers, employees, representatives indemnified, defend and hold harmless, against all losses, costs,

damages, claims, penalties, interest, expenses, demands, fines, legal liability, causes of action, injury to persons, suits etc which may be suffered, incurred, undergone and / or sustained by the Authority including the costs and expenses that may be incurred in defending any such liability(ies) claim(s), proceeding(s) etc. that maybe made or taken or arise on the same by any person, body, authority, government, judicial / quasi judicial authority due to the failure or non compliance of any such laws and rules there under (including any amendments in acts, laws, statutes & rules thereunder) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said Contract.

3. The Contractor hereby agrees and undertakes to make good any loss, damage, claims, suits, demands, decrees, expenses that the Authority may suffer to the fullest satisfaction of the Authority and if the Contractor fails to make good the same then the Authority shall have the right to recover the same and or any other loss sustained, without any restriction or limitation, together with any other incidental expenses, costs, and all incidental logistic expenses etc that may be suffered by the Authority from the Contractor and the Contractor hereby further confirms and declares that this Declaration cum Indemnity Bond is irrevocable and shall be final and binding on it, its heirs, executors, administrators, legal representatives, successors and assigns, wherever the context applies. Any claims, demands, shall be adjusted against any amount due and payable to the Contractor and the Authority shall have the right to withhold any amounts due and payable to the Contractor, till the settlement of such claims, disputes to the satisfaction of the Authority or alternatively make demand sufficient security from the Contractor towards discharge of such claims, obligations etc .

4. This Declaration cum indemnity bond shall be in accordance with the laws of India and any dispute between the parties with regard to this Declaration cum Indemnity Bond shall be resolved through the dispute resolution process mentioned in the General Conditions of the Contract (GCC).

IN WITNESS WHEREOF, the said Contractor has hereunto set their hand the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED

By the within named "CONTRACTOR"

(Authorised Signatory)
Rubber Stamp of Firm/Company
Name:
Designation:
Date :
In presence of
Witness

Name & Address of Witness
1. _____
2. _____

Signature