



**Request for Proposal for Providing “Employability Assessment Services” for recruitments in UIDAI -2019**

**Tender No. A-42011/05/2019/UIDAI(HR)dated 27 August, 2019**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI),  
Ministry of Electronics & Information Technology (MeitY)  
New Delhi**

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## Section I – Invitation to Engagement

### 1.1 Invitation

This invitation to bid is for “**Request for Proposal for Engagement of Agency for Providing “Employability Assessment Services” for recruitments in UIDAI**”.

The successful bidder will be engaged for providing services for the indicative list of job defined in **Section 3.1 – Scope of Work** and **Section 3.2- Detailed Scope of Work**. The engagement will be initially for a period of two years from date of signing of the contract which may extend for a period of two more years on year to year basis on same rates, terms and conditions.

- a) Bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in this Bid Document should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in **Section 1.2 - Schedule for Invitation to Bid**. Tenderers/Contractors are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement’ at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.
- 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 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](http://www.uidai.gov.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.
- e) Intending bidders are advised to visit again UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) Tender section and CPPP website <https://eprocure.gov.in/eprocure/app> at least prior to closing date of submission of tender for any corrigendum / addendum/ amendment on the this RFP.
- f) The Hard Copy of original instruments in respect of earnest money deposit, Bid Securing Declaration, original copy of affidavits, certificate, etc., as the case may be, 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.

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- 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 their qualification as well Price-Bid opening date will be intimated later.
- h) All Bids must be accompanied by Bid Security or Bid Securing Delaration.
- i) The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid.
- j) The Bid Document is confidential and not transferable.

<b>Name of the Purchaser</b>	<b>Unique Identification Authority of India, Ministry of Electronics &amp; Information Technology, Govt. of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001</b>
<b>Method of selection</b>	Pre-Qualification of eligible Bidders followed by Technical and Commercial evaluation
<b>Name of the assignment</b>	Request for Proposal for Providing “Employability Assessment” Services for recruitment in UIDAI- 2019

**1.2 Schedule for Invitation to Bid**

<b>Name of the Purchaser</b>	<b>Unique Identification Authority of India, Ministry of Electronics &amp; Information Technology, Govt. of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001</b>
<b>Addressee and Address:</b>	Assistant Director General (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
<b>Name of the Contact Person for any clarification</b>	Rajnish Jha 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: rajnish.jha@uidai.net.in <b>Note: Queries should be submitted via E-mail only. Any queries/clarification received after the clarification end date will not be considered.</b>



### 1.2.1 Important dates

<b>Published Date</b>	27.08.2019
<b>Pre-Bid Meeting</b>	30.08.2019 at 1600 hours
<b>Submission of Queries, if any</b>	02.09.2019 before 1600 hours
<b>Clarification / corrigendum to be uploaded on CPPP Portal</b>	04.09.2019 before 1700 hrs
<b>Bid submission start date</b>	05.09.2019 at 1600 hrs
<b>Bid submission end date</b>	19.09.2019 at 1500 hours
<b>Bid opening date</b>	20.09.2019 at 1530 hours
<b>Commercial Bid Opening Date</b>	To be communicated

**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 EMD/Bid Security Cost

- a) The Bidders shall submit an EMD (Earnest Money Deposit)/Bid Security of amount of Rs. **5,00,000 (INR Five Lakhs only)**, in the form of Bank Guarantee as per Section 6.3 Appendix B-1 in a sealed envelope before the last date and time of bid submission. EMD in any other form will not be accepted.
- b) Alternately, the bidder may submit Bid Securing Declaration in the form as per Section 6.3 Appendix B-2 in place of Bid Security/EMD.
- c) 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 & IT 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.

### 1.5 Procedure for Submission of Online Bids on CPP Portal

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### 1.5.1 Registration

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- ii. As part of the registration process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon registration, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### 1.5.2 Searching for tender documents

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### 1.5.3 Preparation of bids

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of packets in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, these can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document but should be legible.

- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 1.5.4 Submission of bids

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
- iv. Bidder should prepare the EMD or Bid Securing Declaration as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official and received by UIDAI latest by the last date of bid submission or as specified in the tender documents. The details of the EMD or Bid Securing Declaration, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be

displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 1.5.5 Assistance to bidders

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details are available at <https://eprocure.gov.in/eprocure/app?page=FrontEndContactUs&service=page>

## Section II – Instruction 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 large number of Registrars across the country. The process of enrolments has gained momentum since the launch of project on 29<sup>th</sup> September, 2010 and more than 124 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 Assessment Agency for Conduct of online “Employability Assessment Exam” based on the Core Competencies and Job Description required for various technical, managerial and other operational roles in UIDAI. Professionals desirous of working with UIDAI under such roles after short listing by the Recruitment Agency or Enrolment Agency/Registrar or any other Agency appointed by the UIDAI shall take the “Assessment Exam” through the Assessment Agency.

For smooth functioning of UIDAI, different types of resources in various domains are engaged by UIDAI through multiple agencies such as NISG for technical and management resources and domain experts/consultants, Outsourced Manpower Agencies for Multi Tasking Operators (i.e. Data Entry Operators, Secretarial Assistants, Quality Check Operators etc.), Enrolment Agencies/Registrars for “Enrolment Operator/Supervisor” for operating the Aadhaar Enrolment Centers etc. The number of domains, job description and ecosystems partners for which the assessment would be carried out may vary from time to time.

### 2.2 Online Bids Submission Process

- a) The tender shall be submitted Online (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets i.e. Two Cover system (Cover - 1: EMD/Bid Securing Declaration, Pre-Qualification, Technical bid and Cover -2: Commercial bid), and bidder must follow the procedure as detailed in Section 1.5 – Procedure for Submission of Online Bids on CPP Portal.
- b) The bid shall be submitted online, the Signed and Scanned copy of all the required documents in –
  - Packet -1, Part-1** having, viz.
    - Copy of instruments of EMD or Bid Securing Declaration
  - Packet -1, Part-2** having, viz.
    - Pre-qualification details (All the required supporting documents as well as Forms as mentioned in Section 5.1 Pre-Qualification Proposal)
  - Packet-1, Part-3** having, viz.

- Technical Bid Submission (All the required supporting documents as well as Forms as mentioned in Section 5.2 Technical Proposal)

**Packet-2** having viz.

- Commercial Bid Submission (All the required Forms as mentioned in Section 5.3 Commercial Proposal)
  - Schedule of price bid in the form of BOQ\_Engagement.xls
- c) 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 except for the BoQ which should be .xls format.
- d) The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- e) Original Instruments namely the Bank Guarantee for EMD or Bid Securing 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/Commercial bid format as mentioned in Section 5.3 – Commercial Proposal is also provided as BOQ\_Engagement.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ\_Engagement.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, bid will be rejected and EMD would be forfeited and tenderer is 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.

### 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 Commercial Proposal as mentioned in Section 5.3.2 enclosed with the Bid. 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. Such charges should be shown separately in Section 5.3.2 Form-Com2: Commercial Proposal on per Unit cost. Prices quoted in the Commercial Proposal of Section 5.3.2 and BOQ\_Engagement.xls should be same and in case of any deviation,

prices quoted in BOQ\_Engagement.xls will be considered and UIDAI, at its discretion, may ask for clarification with respect to taxes, duties, fees, levies, works contract tax and other charges.

## 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, a bid security of the amount mentioned in Section 1.3 – EMD/ Bid Security Cost. Alternately, the bidder may provide a Bid Securing Declaration in the form as per Section 6.3A Appendix B-2 in place of Bid Security/EMD.
- b) The bid security, if given, shall be denominated in Indian Rupees, and shall be in the form of Bank Guarantee as per Section 6.3 Appendix B-1 and shall be submitted in a sealed envelope before the last date and time of bid submission. EMD in any other form will not be accepted.
- c) EMD must remain valid for at least 180 (One Hundred and Eighty) + 45 days from the last date of bid submission date and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended.
- d) Any bid not secured in accordance with clause (a) of this Section will be rejected by the UIDAI as non-responsive.
- e) Unsuccessful Bidder’s bid security will be discharged/ returned as promptly as possible but not later than 30 days after award of contract to the selected bidder.
- f) The successful Bidder’s bid security(EMD) or the Bid Securing Declaration, as the case may be, will be discharged upon the bidder signing the Letter of Engagement, pursuant Section 2.16 and furnishing the Bank Guarantee, pursuant to Section 2.17 ..
- g) The bid security may be forfeited or the Bid Securing Declaration invoked, as the case may be, if:
  - 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 Letter of Engagement in accordance with Section 2.16 of the RFP;
    - to furnish performance security 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).

## 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) Tender bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized 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 out rightly rejected.

## 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 Bank Guarantee for EMD or Bid Securing Declaration (Physically) will be opened as mentioned in the Section 1.2.1 – Important Dates. Bid received without EMD or Bid Securing Declaration will be rejected straight way. EMD or Bid Securing 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) A duly constituted committee will evaluate bidder’s w.r.t. Eligibility Criteria.
- c) Bids of only eligible and pre-qualified bidders will be taken up for further evaluation.
- d) 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 3 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.

### 2.11.1 Evaluation of Pre-Qualification Bids

The Evaluation Committee (EC) shall first evaluate the 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 5.1.1 – Pre-Qual Form-1: Pre-Qualification Proposal Submission Form and the supporting documents. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents/documentary evidence is liable to be summarily rejected.



Request for Proposal for Providing “Employability Assessment Services” for recruitment in UIDAI- 2019  
A-42011/05/2019/UIDAI(HR)

#	Parameter	Pre-Qualification Criteria Description	Evidence required
1.	Legal Entity/ Registration of company	<p>a) Bidder should be a company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto. Bidder shall have been in operation in India for at least the last five years from the last date of Bid submission.</p> <p>b) Bidder should be registered and have its own <b>GST Registration No. and PAN Number</b></p>	<p>a) Copy of Certificate of Incorporation and/or Registration</p> <p>b) Self- attested copies of valid GST Registration Certification and PAN Card Number</p>
2.	Turnover	<p>Bidder should have an average annual turnover of at least <b>Rs. 5 crore</b> from the <b>Employability Assessment Services</b> provided to various organizations or to individual candidates across India, <b>during previous three (3) financial years (2015-16, 2016-17 and 2017-18).</b></p>	<p>Copy of audited financial statements.</p> <p>In case the separate mention of turnover from Employability Assessment Services is not available in the annual financial statements, a Certificate from the Company Secretary or the Chartered Accountant certifying the <b>turnover from Employability Assessment Services</b> in the respective financial years may also be provided.</p>
3.	Experience with Govt. Client	<p>Bidder should have experience of conducting Employability Assessment for any “Government Entity- Ministry/State Govt./PSU/Statutory/Autonomous Bodies/Other Government Agencies where Government’s stake is 49% or more” with:</p> <p>Three Agencies/ Entities each with billing of Rs. 10 lakh or more</p> <p>OR</p> <p>Two Agencies/ Entities each with billing of Rs. 20 lakh or more</p> <p>OR</p> <p>One Agency/ Entity with billing of Rs. 30 lakh or more</p> <p>during 2015-16, 2016-17 and 2017-18.</p>	<p>Copy of work order(s)/relevant portion of contract(s) with the client along with copy of invoices against each contract/work order.</p> <p>Alternatively, the bidder can provide a certificate from Company Secretary or the Chartered Accountant specifying the value of billing under the work order(s)/ contract(s) during 2015-16, 2016-17 and 2017-18.</p>

Request for Proposal for Providing “Employability Assessment Services” for recruitment in UIDAI- 2019  
A-42011/05/2019/UIDAI(HR)

4.	Experience in Assessment Services for IT companies	Bidder should have at least one client from IT Industry with total annual billing related to assessment services of <b>Rs. 50 lakh in any of three (3) financial years (2015-16, 2016-17 or 2017-18).</b>	Copy of work order/relevant portion of contract with the client along with copy of invoices against that contract/ work order.  Alternatively, the bidder can provide a certificate from Company Secretary or the Chartered Accountant specifying the value of billing under the work order/ contract during any of three financial year 2015-16, 2016-17 and 2017-18.
5.	Experience of assessment services in multiple job families	The bidder must have experience in conducting assessment tests in 10 out of the following 16 job families: i. Office Administration ii. Database Management iii. Software development iv. Artificial Intelligence v. Cloud Computing vi. Mobile application development vii. Asset Management viii. Enterprise Resource Planning ix. Information Security x. Networking xi. Procurement and Contract Management xii. Business Intelligence and Analytics xiii. Advertisement & Publicity (Media) xiv. Human Resource Management xv. Legal xvi. Project Management	Certificate from the Authorised Signatory of the bidder indicating list of Job Families for which assessment examination has been conducted.
6.	Man Power Availability	Bidder should have a pool of at <b>least 30 resources on its fulltime payroll</b> in various domains of assessment –such as Assessment design, development of Modules, Delivery of employability assessments and Operation/Maintenance of Exam Centers	Certificate from the authorized signatory <b>OR</b> Head HR along with domain name and number of resources thereagainst
7.	Geographical Presence	Bidder should have conducted at least two online Assessment exam with at least 50 candidates in each exam during 2017-18 or 2018-19 at each of the following cities, namely:	Certificate from the authorized signatory indicating date of examination and number of participants.

		New Delhi, Mumbai, Lucknow, Ranchi, Guwahati, Bengaluru, Hyderabad and Chandigarh.	
8.	Blacklisting	The bidder should not be banned from carrying out business either with the entire Central Government of India 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 Authorised Signatory
9.	Content Development and Research Capability	Bidder shall <b>have in-house team for content development</b> for creation of Module/ Assessments based on Industry Standard	a) Certificate from the authorized signatory <b>OR</b> Head HR along with numbers and domain name
10.	Quality Parameters	Bidder should have <b>ISO 9001 and ISO 27001 certification.</b>	Valid Certificates
11.	Single Entity	Bidder should be a <b>Single Entity</b> and not a consortium	Certificate / Declaration from the Authorised 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. Each responsive proposal will be given a technical score ( $S_T$ ). 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.
- b) Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are:

#	Evaluation Criteria	Maximum Score (in Points)	Evidence Required
1.	Average Annual Turnover of the last three Financial Years in <b>Employability Assessment Service</b> Domain (2015-16, 2016-17, 2017-18):	10	Copy of audited financial statements. In case the separate mention of turnover from <b>Employability Assessment</b>

	<ul style="list-style-type: none"> <li>• 5 to 15 Cr: 6 marks</li> <li>• Above 15 Cr to 40 Cr: 8 marks</li> <li>• Above 40 Cr :10 marks</li> </ul>		<p><b>Services</b> is not available in the annual financial statements, a Certificate from the Company Secretary or the Chartered Accountant certifying the specific <b>turnover from Employability Assessment Services</b> in the respective financial years may also be provided.</p>								
2.	<p><b>Number of Years of Experience</b> in Assessment Service Domain</p> <ul style="list-style-type: none"> <li>• 5-7 Years: 6 marks</li> <li>• 7-9 Years: 8 marks</li> <li>• Above 9 years :10 marks</li> </ul>	10	<p>Copy of the oldest work order or contract relating to Employability Assessment work along with proof of completion of work Proof of completion can be provided in the form of complete set of invoices received under the claimed work order/contract. Alternatively a certificate from Chartered Accountant or the Company Secretary can be provided in support of claims.</p>								
3.	<p><b>Number of Employees (Fulltime and Contractual) in Assessment Service Domain :</b></p> <table border="1"> <thead> <tr> <th>Number of Employees</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>100-200</td> <td>6</td> </tr> <tr> <td>201-300</td> <td>8</td> </tr> <tr> <td>301 and above</td> <td>10</td> </tr> </tbody> </table>	Number of Employees	Score	100-200	6	201-300	8	301 and above	10	10	<p>Certificate from the authorized signatory <b>OR</b> Head HR along with domain name and number of employees in each domain</p>
Number of Employees	Score										
100-200	6										
201-300	8										
301 and above	10										
4.	<p><b>Number of Client Private/Govt.</b> for which Assessment had been conducted in last 3 years (2015-16, 2016-17, 2017-18) with minimum billing amount of <b>Rs. 50 lakh .</b></p> <ul style="list-style-type: none"> <li>• 1 Client : 8 marks</li> <li>• 2 to 5 Client: 12 marks</li> <li>• 6 or more Client: 15 marks</li> </ul>	15	<p>Certificate from Authorised Signatory confirming client details, area of activity, billing amount during each year supported with copy of agreement/work order and invoices</p>								
5.	<p><b>Number of active Exam Centers</b> where the online Assessment Exam are conducted by the bidder in 2017-18 and 2018-19 with:</p>	15	<p>Certificate from the authorized signatory along with the State/UT-wise list of online Test Centers stating whether</p>								

	<p>(a) Total <b>Number of Owned/Branded</b> Exam centers:</p> <ul style="list-style-type: none"> <li>• 25 Centers : 3 marks</li> <li>• 26 to 50 Centers: 4 marks</li> <li>• More than 50 Centers: 5</li> </ul> <p>(b) Total <b>Number of Associate Exam Centers:</b></p> <ul style="list-style-type: none"> <li>• 60 to 100 Centers : 3 marks</li> <li>• 101 to 160 Centers: 4 marks</li> <li>• More than 160 Centers: 5 marks</li> </ul> <p>(c) Number of States/UTs with at least two Test Centres</p> <ul style="list-style-type: none"> <li>• 10-15 States/UTs : 3 marks</li> <li>• 16-20 States/UTs: 4 marks</li> <li>• 21 and above States/UTs: 5 marks</li> </ul>		Assessment exam conducted in these States/UTs in 2017-18 and 2018-19
<b>6.</b>	<p><b>Number of Employability Assessments</b> conducted in last 3 years (2015-16, 2016-17, 2017-18) whose score is <b>valid for more than ten Companies:</b></p> <ul style="list-style-type: none"> <li>• 50,000 to 1,00,000 : 10 marks</li> <li>• 1,00,000 to 1,50,000 : 15 marks</li> <li>• 1,50,000 and more : 20 marks</li> </ul>	20	Certificate from Authorised Signatory confirming Name of Assessment Exam, year-wise Number of assessment under that Exam, name of at least ten companies accepting the score of the Assessment Exam
<b>7.</b>	<p>(a) Number of “<b>Modules</b>” based on Job Description and Competencies which are already being used in last 3 years (2015-16, 2016-17, 2017-18)</p> <ul style="list-style-type: none"> <li>• Upto 200 modules : 4 Marks</li> <li>• 201-500 modules: 6 Marks</li> <li>• 501-1000 modules : 8 Marks</li> <li>• More than 1000 modules : 10 Marks</li> </ul> <p>(b) Number of “<b>Modules</b>” based on Job Descriptions related to Information, Communication and Technology (ICT) roles and competencies which are already being used in last 3 years (2015-16, 2016-17, 2017-18)</p> <ul style="list-style-type: none"> <li>• 101-250 modules: 6 Marks</li> <li>• 251-500 modules : 8 Marks</li> <li>• More than 501 modules : 10 Marks</li> </ul>	20	Certificate from Authorized Signatory with list of existing Assessment Modules and their Classification (IT/Non-IT)
	<b>Total (ST)</b>	<b>100</b>	

- c) **Minimum technical score required to qualify is 60 Points.**
- d) **Important Note:** 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.
- e) Pre-qualified bidders would be required to make a technical presentation before the evaluation committee highlighting his understanding on the requirements under this RFP, approach and methodologies for fulfilling the requirements of this RFP, his technical capabilities and experience and any other matter that the bidder may deem fit. The date and time of the presentation will be communicated to the bidders by the purchaser. The Evaluation Committee or any officer(s) nominated by it may visit the testing sites of the bidders and may interact with his existing client, if required. The bidder may be required to facilitate the visit of UIDAI officials as required. The cost associated to such visit shall entirely be borne by the purchaser.
- f) UIDAI may independently verify the claims made by the bidder in the technical bid, if required.
- g) UIDAI reserves the right to reject any Technical Proposal in case the bidder failed 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 companies who are technically qualified shall be opened publicly 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.
  - Evaluation of commercial bid will be done on following manner.

#	Item Name and Description	Unit Cost (in Rs.)	Taxes and Duties (in Rs.)	Total Cost (in Rs)	Weightage	Weighted Cost
1.	Assessment Type- I- Cost for conducting “Employability Assessment Exam” for “Technical/ Managerial Profiles” having 5 modules including 3 generic modules and 2 domain specific modules at Purchaser’s location				0.60	
2.	Assessment Type- I- Cost for conducting “Employability Assessment Exam” for “Technical/ Managerial Profiles” having 5 modules including 3 generic modules and 2 domain specific modules at Bidder’s examination centre				0.40	
<b>Total (Sf)</b>						

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

- i. **Unit rate of Conducting Assessment Type- II “Employability Assessment Exam” for “Administration Staff including but not limited to “Multi Tasking Operators (M.T.Os) and Enrolment Operator” having 3 Modules namely 2 generic and 1 domain specific module shall be 60% of the unit rate quoted by the bidder.**
- ii. **In case more than the stipulated number of modules, i.e. five for Assessment Type - I and three for Assessment Type – II, is required for a specific assessment exam, UIDAI shall pay 20% of the unit cost of Assessment Type – I for each additional module.**
- iii. **There shall be minimum guarantee 10 candidates during each day of assessment exam at Purchaser’s location and 20 candidates at Bidder’s examination centre.**
- iv. **There shall be no separate payment for any other work such as PoC (if required), logistics cost, infrastructure cost, manpower cost and other items incidental to the execution of this contract.**

- v. **UIDAI shall only provide space, seating arrangement, computers/laptops and internet connection when the test is conducted at Purchaser’s location. All other arrangements, including but not limited to, loading of exam software on systems, verifying the credentials of test takers, invigilation, preparation of results etc. shall be made by the Agency.**

#### 2.11.4 Process of Selection and Engagement

**a) Commercial Evaluation Criteria can be as follows:**

- Lowest evaluated commercial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points.
- The financial scores (Sf) of the other Financial Proposals will be computed as indicated below.
- The formula for determining the financial scores is the following:

$Sf = 100 \times Fm / F$  in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

**b) QCBS:**

(i) The evaluation methodology proposed to be adopted by the purchaser will be Quality cum Cost Based System (QCBS) method of evaluation where Technical Bid Score (denoted by T) will get a weightage of 70% and Commercial Bid Score (denoted by C) a weightage of 30%

(ii) Description of variables used:

- ST is the Technical Score for each bid as calculated out of 100
- SF is Total Commercial Score for each bid as calculated out of 100

(iii) Bids will be ranked according to their combined Technical Score ST and Financial Score SF using the weights (T = weight given to technical bid; C = weight given to commercial bid)

(iv) Total Score (TS) for each bid shall be computed as follows:

$$TS = ST * T(\%) + SF * C(\%)$$

(v) The Bidder having the Highest Score shall be selected as “Best Bidder” and “Price Quoted” by the best bidder shall be selected as the contract price.

#### 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 Engagement**

- a) Prior to the expiration of the period of bid validity, UIDAI will notify the successful Bidder(s) in writing by registered letter or email, that its bid has been accepted.
- b) The notification of Engagement will constitute the acceptance of the Terms and Conditions as mentioned in the letter of Engagement.
- c) Successful Bidder upon submitting the Letter of Engagement to UIDAI, pursuant to Section 2.16 – Signing of Letter of Engagement, UIDAI will promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to Section 2.6 – Bid Security.

#### **2.16 Signing of Letter of Engagement**

- a) UIDAI will engage the “Employment Assessment agency” for availing the services during the period of Engagement, which will be initially for two years. Depending on the requirement, UIDAI may extend the period of Engagement for two more years on year to year basis on the same rate, terms and conditions.
- b) At the same time as the UIDAI notifies the successful Bidder, through Engagement notification, that its bid has been accepted, the UIDAI will send the bidder the Engagement Letter(Section 6.1 Appendix A – Letter of Engagement), incorporating the terms and conditions.
- c) Within 15 days of receipt of the Engagement notification from UIDAI, the successful Bidder shall sign the letter accepting all terms and conditions and return it to the UIDAI.

#### **2.17 Performance Bank Guarantee**

- a) Within 14 days after the issuance of Letter of Engagement 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 Bank Guarantee of this document as per prescribed format in Section 6.2 Appendix B –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, in which event the UIDAI may award the Contract to the next best evaluated Bidder or 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 govern.

### **2.19 Bidder Authorized signatory**

- a) 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,  
in which case he/she shall submit a certificate of authority as Power of Attorney or Board Resolution in behalf of the company.
- b) 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.
- c) 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.
- d) 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. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory’s authority.

### **2.20 Contacting the UIDAI**

- a) 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.
- b) 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**

- a) 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.
- b) 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. The UIDAI shall not entertain any request for clarification from the Bidder regarding such local condition.
- c) 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**

- a) At any time prior to the last time and date 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.
- b) The amendment will be notified by UIDAI and which will be binding on all bidders.

- c) 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**

- a) 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.
- b) 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.
- c) 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 even 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.

#### **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:

- a) 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;
- b) 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;
- c) 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 may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

## 2.28 Clarification of Bid Document

- a) 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

- b) 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.
- c) 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.

### 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 C– Non-Disclosure Declaration.

## 2.30 Proposal Format and Content

### 2.30.1 Pre-qualification Proposal and Technical Proposal

Bidders are required to submit the Pre-Qualification proposal and the Full Technical Proposal (FTP). The format of the Pre-Qualification Proposal and Technical Proposal to be submitted is mentioned in Section 5.1 – Pre-Qualification Proposal and Section 5.2 – Technical Proposal respectively. Submission of the wrong type of Pre-Qualification and Technical 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 5.1 –Pre-Qualification Proposal and shall provide all documentary evidence for the same. The Technical Proposal shall provide the information as required under Section 2.11.2 – Evaluation of Technical Bids as per the format defined in Section 5.2 – Technical Proposal and shall provide all documentary evidence for the same.

#### 2.30.2 Commercial Proposal

The Commercial Proposal shall be prepared using the format as mentioned in Section 5.3 – Commercial proposal and the Price BOQ as defined in the attached excel – BOQ\_Engagement.xls

## Section III – Scope of Work, Terms of Agreement & Award of Work

### 3.1 Scope of Work

The objective of engaging the “Employability Assessment Agency” is to onboard a reputed agency that could provide Assessment Service to UIDAI and its designated ecosystem partners for the hiring of technical, managerial, domain specialists and other office administration staff for UIDAI. 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 employability assessment test is expected during the period of contract is as under:

Assessment Type	Job Family	Position Name	Band	Estimated Strength	Location
Type I	Admin	Asset Manager (Non IT)	A	2	Bangalore and Manesar
Type I	Admin	Executive – Facilities	A	2	New Delhi
Type I	Admin	Executive – Library	A	1	New Delhi
Type I	Media	Animation Artist	A	1	New Delhi
Type I	Media	Content Writer	A	1	New Delhi
Type I	Admin	Assistant Manager Facilities	B	1	New Delhi
Type I	IT Authentication	Senior Analyst	B	5	New Delhi
Type I	IT	Quality Check	B	1	New Delhi
Type I	HR	Asst Manager	B	1	New Delhi
Type I	HR	Asst Manager - training and Assessment	B	1	New Delhi
Type I	IT - ERP	Senior System Analyst	B	1	New Delhi
Type I	IT	Application Support Engineer	B	3	Bangalore
Type I	IT	Asst Manager	B	71	Bangalore, Chandigarh, New Delhi, Guwahati, Hyderabad, Lucknow, Mumbai, Ranchi
Type I	IT	Test Engineer	B	2	Bangalore
Type I	IT	Asst Manager Compliance and Technical	B	8	Bangalore, Chandigarh, New Delhi, Guwahati, Hyderabad, Lucknow, Mumbai, Ranchi
Type I	IT Android Application	Developer Android APK	B	1	Bangalore
Type I	IT Cloud Computing	Storage Admin	B	2	Bangalore and Manesar
Type I	Legal	Assistant manager (Legal)	B	2	New Delhi
Type I	Legal	Asst Manager Legal	B	8	Bangalore, Chandigarh, New Delhi, Guwahati, Hyderabad, Lucknow, Mumbai, Ranchi
Type I	Legal	Manager Legal	B	1	New Delhi
Type I	Media	Graphic Designer	B	1	New Delhi

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Type I	Media	Manager IEC	B	8	Bangalore, Chandigarh, New Delhi, Guwahati, Hyderabad, Lucknow, Mumbai, Ranchi
Type I	IT	Portal Management	B & D	2	Bangalore and Manesar
Type I	IT	Security Administrator	B, C & D	2	Bangalore and Manesar
Type I	IT Authentication	Manager - Accounts Authentication	C	2	New Delhi
Type I	IT	Manager Compliance and Technical	C	2	New Delhi
Type I	Information Security	Specialist – Security governance & processes	C	2	New Delhi
Type I	Information Security	Technical Analyst(IS)	C	1	New Delhi
Type I	IT	Assistant Manager - IT Assets	C	1	Bangalore
Type I	IT	BackUp Admin	C	2	Bangalore and Manesar
Type I	IT	IT Application Operation Support Engineer - auth	C	1	Bangalore
Type I	IT	IT Application Operation Support Engineer - enrol	C	1	Bangalore
Type I	IT	NOC Lead	C	1	Bangalore and Manesar
Type I	Legal	Assistant manager (Legal and Policy)	C	1	New Delhi
Type I	Media	Manager Communication And Media	C	1	New Delhi
Type I	Project Management	Project Manager State	C	29	Bangalore, Chandigarh, New Delhi, Guwahati, Hyderabad, Lucknow, Mumbai, Ranchi
Type I	IT	Assistant Manager – IT Assets	C	1	Manesar
Type I	IT	Business Intelligence Lead	C & D	2	Bangalore
Type I	IT	Network Administrator	C & D	2	Bangalore
Type I	IT Authentication	Manager Product	D	2	New Delhi
Type I	HR	Deputy Manager - HR, Training and Assessment	D	1	New Delhi
Type I	IT - ERP	EMS Lead	D	2	Bangalore
Type I	IT	QC Lead	D	1	Bangalore
Type I	IT -AI	Deputy Manager – Machine Learning	D	1	Bangalore
Type I	Legal	Deputy Manager(Legal and Policy)	D	1	New Delhi
Type I	IT Research	Deputy Manager – Research and Innovation	D	3	New Delhi
Type I	IT Research	Software Developer	D	5	New Delhi

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Type I	IT Research	Technology Architect	D	5	New Delhi
Type I	Technology Procurments	Deputy Manager - IT Procurement	D	2	New Delhi
Type I	Website design	Manager-UI designer and Usability Expert	D	1	New Delhi
Type I	Contract Management	Manager SLA Management	E	2	New Delhi
Type I	Direct Benefit Transfer	Manager	E	2	New Delhi
Type I	Project Management	Manager Process	E	1	New Delhi
Type I	Information Security	Manager – IT Security Architect	E	1	Bangalore
Type I	Information Security	Sr Manager Fraud Detection and Prevention	E	1	New Delhi
Type I	Information Security	Sr Manager – Infra Security Solution Architect	E	1	New Delhi
Type I	IT	Assistant Manager- Grievance Support	E	2	Bangalore
Type I	IT	Manager – Infrastructure	E	1	Bangalore
Type I	IT	Manager – IT Application Operation (Auth)	E	1	Bangalore
Type I	IT	Manager – IT Service	E	1	Bangalore
Type I	IT	Manager – Network Architect	E	1	Bangalore
Type I	IT -AI	Manager – Artificial Intelligence	E	1	Bangalore
Type I	IT Biometrics	Manager - BI & Analytics	E	1	Bangalore
Type I	IT Biometrics	Manager – Biometrics	E	1	Bangalore
Type I	IT Biometrics	Manager - Middleware & Biometric Service Provider	E	1	Bangalore
Type I	IT -Database	Manager – Data Centre (Operation)	E	1	Manesar
Type I	IT -Database	Manager – DBA	E	1	Bangalore
Type I	IT -Database	Project Manager (CIDR Operation)	E	1	Manesar
Type I	Logistics	Manager - Operation	E	1	New Delhi
Type I	Logistics	Manager - Technology	E	1	New Delhi
Type I	Logistics	Manager Logistics	E	1	New Delhi
Type I	Project Management	Manager - Application Architect (Auth)	E	1	Bangalore
Type I	Project Management	Manager - Application Architect (Backend Enroll)	E	1	Bangalore
Type I	Project Management	Manager - Application Architect (Frontend Enroll)	E	1	Bangalore
Type I	Project Management	Manager - Quality, UAT and Benchmarking	E	1	Bangalore



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Type I	Project Management	Senior Product Manager	E	1	Bangalore
Type I	Research	Product Manager – Innovation, Quality and Process Improvement	E	1	New Delhi
Type I	Training , testing and Certification	Senior Manager – Stakeholders Capacity Building & training	E	1	New Delhi
Type I	IT Database	Big Data Administrator	E	1	Bangalore
Type I	IT	Security Architect	E	1	Bangalore
Type I	IT	UAT/Release Manager	E	1	Bangalore
Type I	IT	Database Administrator (MySQL/MSSQL)	E	1	Bangalore
Type I	IT Biometrics	Biometric Operation Manager	E	1	Bangalore
Type I	IT	Deployment/Automation Manager	E	1	Bangalore
Type I	IT	NOC operation Manager	D	1	Bangalore
Type I	IT	Data Center Manager	D	1	Manesar
Type II	Secretarial Assistance	Multi Tasking Operators	0	500	Bangalore, Chandigarh, New Delhi, Guwahati, Hyderabad, Lucknow, Mumbai, Ranchi, Manesar
Type II	Operators	Aadhar Seva Kenderas Screener	0	196	Across India
Type II	Operators	Aadhar Seva Kenderas Verifier	0	310	Across India
Type II	Operators	Aadhar Seva Kenderas Operators	0	1568	Across India

Note: Band A corresponds to Executive level with two years experience, Band B to Senior Executive Level with four years experience, Band C to Assistant Manager level with five years experience, Band D to Deputy Manager level with five years experience and Band E to Manager Level with more than five years experience. Band ‘0’ corresponds to operators for which Assessment Test Type II would be conducted.

3.1.1 The Purchaser has the sole right to determine the number and nature of the job positions for which the employability assessment examination, along with the location and time of the examination, would be conducted under the scope of work. The number and nature of job positions for which employability assessment test would be conducted may vary as per the requirement of the Purchaser. The details mentioned at table in clause 3.1 are merely indication of the sanctioned strength of manpower and is for assistance to bidders for preparation of their bid. The requirement of Employability Assessment examination would depend on number of actual vacancies/job openings under various job positions. 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 Employability Assessment Exam does not take place for any of the positions indicated in clause 3.1.

3.1.2 The successful bidder is expected to conduct the employability assessment examination as and when required at locations specified by the UIDAI. UIDAI or its designated ecosystem partner will inform the Agency through Work Order related to any hiring or engagement of Technical, Managerial, and

Other Office Admin Staff. Agency will provide the “Registration Link” for all the intended candidates or as communicated by UIDAI to register for Assessment Exam.

### **3.2 Detailed Scope of Work**

#### **3.2.1 Formulating the Examination Plan**

- a) At the beginning of every quarter, UIDAI will provide a tentative list of job positions, along with the detailed job description of each position, for which the requirement of employability assessment examination may arise in that quarter. The Agency shall provide the list of modules to be used for various examinations.
- b) The Agency shall provide the documentary evidence/ past background/ usage of the of “Modules/Assessment test” alignment based on “Job Description and Competencies.” The Agency shall develop new modules for UIDAI wherever required without any additional cost.
- c) The Purchaser may require the Agency to carry out Proof of Concept for understanding requirements. The PoC may require calibration of test modules with Job Description and Competencies and may involve mock testing of resources of UIDAI. No additional payment would be made for such PoC. The total number of such PoCs shall not increase more than three in a year.
- d) The Agency has to align atleast 5 modules (Assessment Type-1) for “Technical and Managerial Roles” Job Roles which includes 3 Generic Modules like “Aptitude, Psychometric, English, Writing Skill etc.” and 2 Domain/Job specific Modules like “Project Mgmt, Technical Language etc” with total test duration of minimum 1 hour. These may include module for subjective exam.
- e) The Agency has to align atleast 3 modules ( Assessment Type-2) for “Office Admin Roles which includes 2 Generic Modules like “Aptitude, Psychometric, English, Writing Skill etc.” and 1 Domain/Job specific Modules like “Data Entry, Internet Knowledge, MS Office etc.” with total test duration of minimum 1 hour. These may include Computer-based Typing tests.
- f) Some of the job positions may require assessment on subjective questions and computer based typing tests. The Agency has to provide appropriate module for the same.
- g) There may be changes (addition, deletion or modification) in the Job roles in future according to the requirement as UIDAI is still in evolution stage.
- h) The Agency shall complete the PoC within 15 days of the receipt of request for the same. It may be noted that carrying out PoC may be a time consuming work and the Agency may factor in the same. Where the Agency considers that PoC for a particular Job Description would not get completed in the stipulated time frame of 15 days, it may request for extension of timeline along with the reasons for the same within 7 days of the receipt of request of PoC. However, the UIDAI shall have absolute right to allow, disallow or partially allow the extension.
- i) Based on the requirement received from the UIDAI the Assessment agency shall submit the tentative Exam plan within 15 days of the receipt of request for the examination, which clearly brings out the schedule for Examination, Exam locations, infrastructure availability & Administration of the Exam and management of post-Exam processes like result declaration and MIS reporting. The tentative Exam plan should include information on the all the Agency’s Exam centers including State, District, Address and Seats availability.
- j) UIDAI shall provide the separate work order for each assessment exam indicating schedule of exam, location and list of shortlisted candidates who may appear in the examination at least 7 days prior to the examination.

### **3.2.2 Registration of candidates for online exam**

- a) The Agency must have a Registration Portal that provides the users to register them for the Assessment Exam. The “Registration link” shall have facility to differentiate various Job Roles and shall be provided to UIDAI or its designated ecosystem partner for notification purpose.
- b) Registration Portal developed by Agency should capture basic details of the candidates’ such as name, contact details, qualification, experience etc.
- c) Registration Portal should also have the facility for single candidate registration and bulk registration in case any of the UIDAI stakeholders wants to conduct bulk assessment of the candidates.
- d) Registration portal shall capture the candidate choice of Exam state and city during the registration and provide nearest exam centers to all the registered candidates. UIDAI or its designated ecosystem partner would provide the list of locations where the examination is required to be conducted.
- e) Where the assessment examination is conducted for candidates shortlisted by the UIDAI or its designated ecosystem partner, the Agency shall ensure that no person other than those who are shortlisted gets registered for that examination.
- f) Registration portal shall provide option to print the Admit Card after successful registration. It shall also provide the Unique Registration Number to be used by the candidates during the examination.
- g) Registration Portal should provide sample test structure based on Job Description of Exam takers to understand the look and feel of the actual Exam structure (after registration) without any additional cost. These sample questions should not be repeated in the test.
- h) Registration Portal should provide basic Exam information – Type of Assessment Exams conducted for any Job Role, No. of questions, Exam duration etc. (after registration).
- i) Registration Portal should have facility to view the status of registration and scheduling of Exam takers access to this facility should be given only to UIDAI authorized personnel or any other agency allowed by UIDAI.
- j) Registration Portal should have facility to view and download MIS reports on “Assessment Exam” and access to these MIS reports should be given only to UIDAI authorized personnel or any other agency allowed by UIDAI.
- k) Registration Portal should have facility to download the Exam Result and Score Card only by the person authorized by UIDAI. The Agency shall not disclose the result/score card to the candidates unless authorized by the Purchaser.

### **3.2.3 Online Examination Portal**

- a) The agency should provide and make available a secured, centrally hosted Assessment application (i.e. Exam Portal) able to host Assessment Exam designed by Agency.
- b) The Assessment Exam should be different for each Job Role. Questions/Options must be randomized and have different sequence for each Exam taker in case multiple test taker are taking exam for same role.
- c) The duration, no. of Exam items and modules, shall be as per the direction by UIDAI. The test framework/module alignment may change from time to time and it is expected that Assessment Agency will modify/ enhance the Assessment application as per the framework within timelines defined by UIDAI without any extra cost.

- d) The Assessment application (i.e. Exam Portal) should be able to record the login details of each Exam taker to ensure on-time conduct.
- e) Agency shall ensure uninterrupted conduct of the Exam and Test application should be able to handle 1500 concurrent users.
- f) Database of Exam takers who have taken Assessment Exam and Exam results shall be centrally maintained by the agency and its access shall be given only to the relevant agencies involved in this project as allowed by UIDAI.
- g) Agency should add new Assessment Test in their Test Application in case of introduction of new Job Roles.

### **3.2.4 Setting up the required Exam centers for conduct of online Examination for different levels as defined by UIDAI**

- a) The Exam shall be conducted by the Agency either at UIDAI’s offices or at its listed Owned/Associate Exam centers. Agency shall also open Temporary Exam centers at places as per the requirement of UIDAI.
- b) The Assessment Exam shall be conducted as per the Work Order issued by UIDAI or its partners as per clause 3.2.1 (j) for all the shortlisted candidates. However, the frequency of the Assessment Exam may increase as per the requirement of UIDAI for time to time.
- c) Agency shall also ensure setting up of Temporary Exam center for Mega Assessment Camps on request of UIDAI or its stakeholders. Agency shall make all the necessary arrangement for proper conduct of these Assessment including exam registration, scheduling, complete exam center arrangement, verification of candidates and availability of Test Application as per schedule.
- d) The Agency may also be required conduct the assessment exam at the Third Party facility provided by the Government Department or any other entity in mutual consultation with UIDAI.

### **3.2.5 Administration and Conduct of the Assessment Exam**

- a) Agency should follow a defined and automated admission process at the Exam center. Unique Registration Number shall be generated for each Exam taker in foolproof manner to avoid any discrepancies during the Exam conduct.
- b) The password for each Exam taker should be different and only available with the candidate. Exam Administrator can provide the new password in case the candidate forgets his/her login password.
- c) Each Exam Center should have facility to verify the Exam Taker details with the registration details using any Govt. Approved Identification Documents.
- d) Agency should conduct the Exam, at UIDAI’s offices, Agency’s owned/associate/temporary/third party Exam center, in the presence of an authorized invigilator only.
- e) Agency should conduct the Assessment Exam in a peaceful and ambient environment and should ensure uninterrupted Exam delivery.
- f) The examination software should have facility for start and auto closure of the examination at scheduled time. Candidates must not be able to start their examination even if they login before the scheduled time.

- g) The Agency may be required to conduct examination for more than one job position simultaneously. The examination software should enable multiple papers in one session.
- h) Agency shall collect feedback from all the Exam takers after the submission of Exam and hand over the same to the UIDAI’s representative. It shall be ensured that no candidate leave the Exam hall without submitting the feedback form. The Agency shall duly inform the candidates that non-submission of feedback form would lead to disqualification of candidates and their remarks in the feedback shall have no bearing on the result.
- i) Feedback may contain following details :-
  - i. How was the Usability of Exam Application i.e. ease of navigation & user friendliness?- Excellent/Satisfactory/Unsatisfactory
  - ii. How was the response time at Exam station-i.e. time taken to progress to the next question after submitting an answer?- Excellent/Satisfactory/Unsatisfactory
  - iii. How was the Quality of Infrastructure & Ambience at Exam center?- Excellent/Satisfactory/Unsatisfactory
  - iv. Was there any system related interruptions at Exam station?- Yes/No
  - v. Any such other feedback requirement prescribed by the UIDAI from time to time.

### **3.2.6 Security and Other Standards for Exam**

- a) The Agency should ensure that ISO 27001 certification remains valid throughout the period of contract. Any renewal of such certificate shall be the sole responsibility of the Agency.
- b) The Agency shall ensure compliance of the Aadhaar (Data Security) Regulations, 2016 in general and specifically Regulations 6 and 7 of the said Regulations.
- c) The Agency should design a secure system and conduct security tests to verify that measures to prevent known vulnerabilities, which render the system susceptible to attacks are in place. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the examinations.
- d) The Agency should have an in-house quality assurance and product testing team with proven and robust quality management processes required for conducting the computer based online examinations.
- e) The Agency must employ backup system to securely maintain the software and its corresponding source code.
- f) The Agency should provide a Test Administrator (TA) in every Test Centre to administer the conduct of test and provide the technical support for maintaining the servers used in the conduct of examination at a Test Center.
- g) The Agency is required to provide Proctors/Invigilators, trained support Staff for smooth conduct of the examinations. They should be commensurate with the number of candidates taking the test at one time and the layout of the test centre and facilitate candidates taking the tests from arrival to conclusion of test. UIDAI’s representatives, if any, shall only be available for monitoring the conduct of the examinations and will in no way assist the Agency to conduct the examinations.
- h) The Agency will ensure the secrecy of the examination material.

- i) The Agency should ensure that the necessary physical and logical security of the network of the center is in place.
- j) The security and safety of the candidates appearing in the assessment examination shall be sole responsibility of the Agency.
- k) All client nodes are to be sanitized and should not be connected to internet so that external access and disruption is to be avoided.
- l) The Agency shall ensure that the Test Centres are kept in examination-friendly environments with no disturbances from external sources. The Agency will also ensure that adequate security arrangements are in place for the safety of examination material and the people involved in the conduct of examination.
- m) There should be suitable emergency management plans towards any crisis situations/redundancy of servers, nodes, additional centre locations, data of candidates.
- n) The Agency should be able to support the emergency situation/emergency preparedness plan across India.
- o) The Agency must also provide the escalation matrix for problem resolution, indicating the procedure for escalation of incidents and the person/authority responsible for resolution of the same. The bidder should mention the name and designation of the higher management executives to whom any major/critical issues can be escalated.
- p) The Agency will ensure that there is no loss of response related data for any candidate or any other data related to the examination either from the client systems or from the main and backup servers.
- q) The computers administering the examinations shall be disconnected from the Internet and any other network other than the one on which the examinations is being conducted. The computers shall be sanitized during pre-examination preparations.

### **3.2.7 Maintenance of database of Exam taker and Exam results**

- a) Agency shall also be responsible for maintaining a database of all the Exam related data.
- b) Agency database/Exam results shall be accessible to UIDAI or its partners as specified by UIDAI from time to time.
- c) Agency should provide login access to UIDAI or its designated partners through which the information regarding certified candidate could be queried or verified online.
- d) Agency shall ensure that result of the online examination is made available to the UIDAI within one hour after completion of the examination.

### **3.2.8 Submit periodic MIS reports to UIDAI or its stakeholder on Assessment Result.**

- a) The Assessment Agency should submit periodic MIS Reports as per UIDAI REQUIREMENTS.

### **3.2.9 Transfer of complete Registration data and Exam data to UIDAI on contract closure or termination of contract**

- a) Agency should submit the complete data in electronic format to UIDAI for all the Registration details including candidate registration details, score card/result/certificate issued during the contract period.
- b) UIDAI will hold the data for reference after the expiry of the contract of the agency

### **3.2.10 Provide a contact number for the Exam taker for Assessment related support**

Agency should provide a contact number of the Single Point of Contact (SPOC) for the Exam taker for resolution of any registration and exam related queries.

### **3.3 Terms of Agreement**

- a) UIDAI reserves complete rights to conduct audits and assessments of the complete operations of the Assessment agency to ensure compliance to Aadhaar Act, regulations and all UIDAI issued guidelines, notices, circulars, policies and processes.
- b) The Assessment agency’s performance will be assessed during the execution of the project / assignment and any deficiencies and short-falls will be dealt with in accordance of the applicable laws of land including Labour Laws, Information Technology Act, 2000, Aadhaar Act 2016. It could also lead to termination/withdrawal of Engagement as well as forfeiting of bank guarantee in case of violation of agreed terms and conditions.
- c) UIDAI reserves the complete rights to terminate the Engagement:
  - i. If the agency fails and/or refuses to provide services to the contracted agencies as per the Scope of Work defined under this Agreement/Contract.
  - ii. In the event of the quality of Assessment services/Module, as per the Scope of Work, is not found acceptable by UIDAI and Agency fails to rectify the defect after written notification from UIDAI.

### **3.4 Award of Work**

- a) The Assessment Agency requires acceptance of the terms and conditions and submission of the Bank Guarantee as well as submission of the letter of Engagement to UIDAI.
- b) An agreement / contract will be signed between the UIDAI and the Agency. Other Stakeholder of UIDAI will not be party to this agreement and only utilize the Service of the Agency on behalf of UIDAI. UIDAI reserves the right to issue / cancel and instruction provided to the Agency by UIDAI’s stakeholder.

## Section IV – General Terms and Conditions

### 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 Employability Assessment Service agencies to UIDAI post Engagement.
- d) **“Contract”** means the Contract signed by the Assessment agency with UIDAI FOR conducting Employability Assessment documents.
- 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) **“Assessment Agency”** means the Bidder Company selected under this Engagement process.
- g) **“Stakeholders”** - means the agency like Enrolment Agencies/Registrars which are engaged by UIDAI for running and managing Aadhaar Enrolment Centers.
- h) **“Government”** means the Government of the Purchaser’s country.
- i) **“In writing”** means communicated in written form with proof of receipt.
- j) **“Manpower Agency”** means entity/agency engaged by UIDAI for hiring “Office Admin Staff” like MTO, Office Assistant etc.
- k) **“Party”** means the Purchaser or the Bidder, as the case may be, and “Parties” means both of them.
- l) **“Purchaser”** means the entity acquiring the services under this Engagement i.e. UIDAI
- m) **“Resident”** means normal resident of India.
- n) **“Services”** means the work to be performed by the Bidder pursuant to Engagement under this RFP.
- o) **“UIDAI”** means Unique Identification Authority of India and is referred as the Purchaser.

#### 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 Engagement

This Engagement, 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.



#### 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 specified in Section 1.2 – Schedule for Invitation to Bid.
- b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in Section 1.2 – Schedule for Invitation to Bid.

#### 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 and Duties

- a. The Bidder and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
- b. If after the date of the Engagement, there is any change in the applicable laws of India with respect to taxes and duties, which are directly payable by the empanelled agency e.g. GST or any such applicable tax 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:

- a) defines, for the purpose of this provision, the terms set forth below as follows:
  - i. **“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;
  - ii. **“fraudulent practice”** means a misrepresentation or omission of facts in order to influence a selection process or the execution of work under Engagement;
  - iii. **“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, 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 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 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

- a) 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) 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 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.
- b) 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 Bank Guarantee

- a) Within **14 days after the issuance of Letter of Engagement** by the Purchaser to the Bidder, whose tender bid is accepted for Engagement, the successful Bidder shall furnish a Bank Guarantee which will be **Rs. 10 Lakh (INR Ten Lakh only)**, to the Purchaser from a scheduled bank as per Section 6.2 Appendix B –Bank Guarantee. This amount may be forfeited in case of any non-conformity.
- b) The Bank Guarantee should be valid till the entire term of the Engagement and for an additional period of 90 days after the completion of the term of Engagement. 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 deposit shall be released after completion of the Engagement term along with an additional 90 days period.

#### 4.1.11 "No Claim" Certificate

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

#### 4.1.12 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 Assessment Agency with UIDAI. The date the Engagement comes into effect is defined as the Effective Date.

#### 4.2.2 Commencement of Services

- a) Assessment Agency service shall be utilized by the UIDAI Stakeholders or Ecosystem Partners or Recruitment Agency or Manpower Agency while conducting any Assessment Exam for any notified Job Roles in UIDAI. The Assessment services shall be provided as per the terms and conditions defined in the contract signed by UIDAI and the Assessment Agency.
- b) The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement. In case such an arrangement is brought to notice of UIDAI, the contract with the Assessment Agency may be terminated.
- c) Mere Engagement with UIDAI does not guarantee allocation of work.
- d) In case, UIDAI/ Ecosystem Partners does not find the work of Assessment Agency up to its satisfaction (based upon audits conducted by UIDAI or feedback received from the Ecosystem Partners), UIDAI Ecosystem Partners shall inform UIDAI and UIDAI reserves the right to get it done from any other agency/agencies for which the Assessment Agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.
- e) UIDAI will not be liable to make any payment or amount on account of conceptualization/proof of concept/designing/artwork etc. for the technical proposals/ presentations prepared by the bidders. The Assessment agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.

#### 4.2.3 Expiration of Engagement

This Engagement Contract shall expire at the end of such time period as specified in Section 4.2.10.

#### 4.2.4 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.

#### 4.2.5 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.

#### 4.2.6 Force Majeure

##### 4.2.6.1 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 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 take into account at the time of the conclusion of this Engagement, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

##### 4.2.6.2 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.

#### 4.2.6.3 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 4.8 – Settlement of Disputes.

#### 4.2.7 Suspension

The UIDAI engaging the Assessment 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.

#### 4.2.8 Termination

##### 4.2.8.1 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).

- a) If the Bidder does not remedy a failure in the performance of their obligations as per the Scope of Work defined, within thirty (30) 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 receivership 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.
- d) If, as the result of Force Majeure, the Bidder are 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 4.8 – 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.

#### *4.2.8.2 Cessation of Rights and Obligations*

Upon termination of this Engagement, or upon expiration of this Engagement pursuant to Section 4.2.3 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.

#### *4.2.8.3 Cessation of Services*

Upon termination of this Engagement by notice of either Party to the other pursuant to Section 4.2.8.1 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.

#### *4.2.8.4 Payment upon Termination*

Upon termination of this Engagement pursuant to Section 4.2.8.1, the Purchaser shall direct the ecosystem partners conducting enrolments and updates to make the following payments to the Bidder:

- a) If the Engagement is terminated pursuant to clauses of Section 4.2.8.1 other than those mentioned in sub-clause 4.2.8.4 (b) hereof for Services satisfactorily performed prior to the effective date of termination.
- b) If the Engagement is terminated pursuant of Section 4.2.8.1 (c), (f), (g) and (i), the Bidder shall not be entitled to receive any agreed payments upon termination.

#### *4.2.8.5 Disputes about Events of Termination*

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 4.2.8.1 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 4.8 – Settle 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.

#### *4.2.9 Extension of Engagement*

The Engagement may be extended for two more years on year to year basis as required by the Purchaser based on mutual agreement at the existing rates, terms and conditions.

#### *4.2.10 Period of Engagement*

The Engagement shall be applicable initially for a period of 2 year (Two years) from date of signing and submitting the letter of Engagement issued by UIDAI. Further extension if any, will be as per Section 4.2.9.

### **4.3 Obligations of the Bidder**

#### *4.3.1 General*

##### *4.3.1.1 Standard of Performance*

The Assessment 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 technology and safe and effective equipment, machinery, materials and methods. 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 III – Scope of Work, Terms of Agreement and Award of Work.

#### *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 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.

#### *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 Scope of Work.

#### *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 and the enrolment and update executive 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 internationally 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
- c) shall keep monthly records for Assessment Exam Conducted on behalf of UIDAI. Bidder shall be able to furnish relevant artifacts/ records about the Assessment Exam are paid as per the terms defined by UIDAI. UIDAI / ecosystem partner may also inquire the bidder for the same. Non-conformity of the same may lead to for RFP it of bank guarantee/ Performance security deposit, as applicable.

#### *4.3.4 Bidder’s Actions Requiring Prior Approval*

The Assessment 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 III – Scope of Work, Terms of Agreement and Award of Work.



#### 4.3.5 Reporting Obligations

The Assessment 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 and/ecosystem partner utilizing the Assessment Services.

#### 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/ ecosystem partner utilizing the Assessment Services, and the Bidder shall, not later than upon termination or expiration of this Engagement / contract, deliver all such documents to the Purchaser/ ecosystem partner utilizing the Assessment 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 Assessment 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”.
- 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. Empanelled bidder Personnel

#### 4.4.1 General

The Assessment Agency shall employ and provide Assessment services as detailed in the Section III – Scope of Work, Terms of Agreement and Award of Work.

#### 4.4.2 Project Manager

The Assessment Agency shall ensure that always during the agency’s performance of the services, a ‘Project Manager’, acceptable to the Purchaser shall take charge of the performance of such services. The Project Manager shall act as a single point of Contact.

#### 4.4.3 Approval of Personnel

In respect of personnel which the Assessment 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.

#### 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 Assessment Agency and Personnel any such other assistance as may be specified.

##### 4.5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of signing the letter of Engagement/ contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Assessment Agency for providing the services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Assessment agency in performing the services, same shall be applicable to the cost of service under this empanelment.

#### 4.6. Payments to the Bidder

##### 4.6.1 Payment for Services

The only source of revenue for the Assessment Agency is the fee paid by UIDAI for conducting “Assessment Exam” for any manpower resources required by UIDAI or its Stakeholders. The total cost of the Services (Assessment Type- I and Assessment Type- II) is set forth as per the Vendor's proposal to the Employer. Payment shall be made strictly as per the location-wise discovered rates (separate rates for exam at Purchaser’s location and the Agency’s exam centre) of Assessment Type- I, i.e. Cost for conducting “Employability Assessment Exam” for “Technical/ Managerial Profiles” having 5 modules including 3 generic modules and 2 domain specific modules and the following terms and conditions:

- a. Unit rate of Conducting Assessment Type- II “Employability Assessment Exam” for “Administration Staff including but not limited to “Multi Tasking Operators (M.T.Os) and Enrolment Operator” having 3 Modules namely 2 generic and 1 domain specific module shall be 60% of the unit rate quoted by the bidder.
- b. In case more than the stipulated number of modules, i.e. five for Assessment Type - I and three for Assessment Type – II, is required for a specific assessment exam, UIDAI shall pay 20% of the unit cost of Assessment Type – I for each additional module.
- c. There shall be minimum guarantee 10 candidates during each day of assessment exam at Purchaser’s location and 20 candidates at Bidder’s examination centre.
- d. There shall be no separate payment for any other work such as PoC (if required), logistics cost, infrastructure cost, manpower cost and other items incidental to the execution of this contract.
- e. UIDAI shall only provide space, seating arrangement, computers/laptops and internet connection when the test is conducted at Purchaser’s location. All other arrangements, including but not limited to, loading of exam software on systems, verifying the credentials of test takers, invigilation, preparation of results etc. shall be made by the Agency.

##### 4.6.2 Currency of Payment

All payments shall be made in Indian Rupees.

#### 4.6.3 Terms of Payment

- a) Agency shall submit invoice to UIDAI for all the Assessment Conducted on its or its designated partner’s request at end of each quarter. UIDAI or its partner shall monitor the quality of service as per defined SLAs. UIDAI shall release the payment to the Assessment Agency taking into account SLA based Liquidated Damages.
- b) If the services delivered by the Assessment Agency not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing. Employer may take suitable action like suspension of the vendors Examination Activity. This is without prejudicing the Employer's right to levy any Liquidated Damages as per clause 4.6.5 SLA .
- c) No payment shall be made in case the examination is cancelled due to reasons attributable to the vendor. The decision of UIDAI in this regard shall be final.

#### 4.6.4 Payment Mechanism

- a) It shall be the obligation of the vendor to provide complete information to the Official List of Shortlisted Candidate received from the UIDAI or its stakeholders, Exam taker scheduling information.
- b) The Vendor shall receive payment only against the Shortlisted Candidates for whom the assessment exams have been scheduled by the candidate or UIDAI or its designated ecosystem partner and had blocked Exam Slots/Seat on particular exam date. It is the responsibility of Exam takers to reach the Test Center as per his/her Admit Card.
- c) Vendor is not liable for any claim where the shortlisted candidate does not show interest in the Job Opening and does not schedule his/her Assessment Exam.
- d) The payment shall be released to the Vendor, per “Scheduled Candidate” after deducting any penalty if applicable.
- e) Vendor has to submit the Original invoice for all the “Scheduled Shortlisted Candidates” at end of each quarter along with undertaking indicating successful completion of the Exam duly countersigned by the assigned representative of UIDAI or its designated partner, Service Level Agreement (SLA), Compliance Report (in a format to be provided by the Employer) and any other documents required by UIDAI or its stakeholders. All the supporting artifacts, wherever required by UIDAI or its stakeholders, should also be submitted along with the claim.
- f) All payments shall be made online after deducting applicable TDS and SLA based Liquidated Damages. The Agency shall provide bank details such as Account Number, IFSC Code, Branch Name etc. for facilitating online payments.

#### 4.6.5 Service Level Agreement

The performance of the vendor is measured in terms of the Service Level Agreement (SLAs) defined hereunder. As it is difficult to estimate the loss/damages suffered on account of not meeting with these SLAs, the amount specified hereunder shall be construed as reasonable estimate of the damages and the Vendor agrees to pay such loss/damages, as stated hereunder, by way of deduction of payment due to vendor in each quarter.

S. No.	Performance Indicator	Method of calculation	Service Level Metric	Liquidated Damages on breach of SLA (Imposed quarterly)
1.	Physical Availability of Examination Center on date required by UIDAI	Calculated with reference to agreed quarterly plan	Availability of Exam Centre should be 100%	1% of the value of Work Order of the exam concerned
2.	On time conduct of Exam at Exam Centre	Calculated by Login Report and MIS Report	No. of Exam Conducted on time should be 100%	0.5% of quarterly claim of the Vendor for each instance of delay in start of exam.  Penalty will be double if the exam starts with a delay of more than ten minutes.
3.	Any malpractice found or reported during conduct of Assessment Exam	Incidence(s) of malpractice found, noticed or reported against the vendor. The incidence(s) shall be as per the Report of UIDAI’s representative appointed for monitoring of the examination and shall also include any complaint received from the candidate or third party within 30 days of Assessment Exam after due inquiry by UIDAI. The decision of UIDAI shall be final in this regard.	100 % fair conduct of Exam with no malpractice reported	2% of quarterly claim by the Vendor for each incidence.
4.	Response time of Test Application (i.e. Exam Portal) at Exam station	Excellent/Satisfactory/Unsatisfactory (Calculated on quarterly basis from	Unsatisfactory Feedback > 10%	0.5% of quarterly claim of the Vendor

		feedback form)		
5.	Usability (ease of navigation, user friendly) of Examination Application (i.e. Exam Portal)	Excellent/Satisfactory/Unsatisfactory (Calculated on quarterly basis from feedback form)	Unsatisfactory Feedback > 10%	0.5% of quarterly claim of the Vendor
6.	Allocated Exam Station had multiple interruptions (not applicable if exam is conducted at Purchaser’s location)	Yes/No (Calculated on quarterly basis from feedback form)	YES Feedback > 10%	0.5% of quarterly claim of the Vendor
7.	Quality of Infrastructure & Ambience at Exam center (not applicable if exam is conducted at Purchaser’s location)	Excellent/Satisfactory/Unsatisfactory (Calculated on quarterly basis from feedback form)	Unsatisfactory Feedback > 10%	0.5% of quarterly claim of the Vendor
8.	Postponement/ cancellation of examination	Calculated with reference to notification/ work order for the Exam which has been postponed/ cancelled	No incidence of cancellation/ postponement	2% of the value of Work Order of the exam concerned if postponed seven or more days prior to the scheduled date of Exam  5% of the value of Work Order of the exam concerned if postponed less than seven days prior to the scheduled date of Exam  10% of the value of Work Order of the exam concerned if cancelled after the Exam
(a)	If a particular deliverable/service is not as specified in Engagement Agreement on account of reason solely attributable to the Vendor, it shall be liable to pay as per the extent of Penalties indicated in right most column this clause.			
(b)	If a particular service delivered is not acceptable to the Employer and defects are not			

	rectified to the satisfaction of the employer within 2 weeks of the receipt of the notice, the Vendor shall be liable to pay as per the extent of Penalties indicated in right most column of this clause.
(c)	The cumulative Liquidated Damages amount on account of SLA parameters at Sl. No. 2 to 7 is capped at 5% of the quarterly claim by the vendor.
(d)	The SLA based Liquidated Damages for SLA Parameters at Sl. No. 1 and 8 shall be deducted from payments relating to quarter in which the event has occurred or from payments relating to subsequent quarters.
(e)	For any delay attributable to the Employer, Vendor shall be given corresponding additional time on a mutually agreed basis and such additional time shall not be considered for calculation of Liquidated Damages.
(f)	UIDAI reserves the right to take actions in addition to and not limited to those mentioned in the SLAs in cases of serious fraud, malpractice, impropriety etc.

## 4.7 Good Faith

### 4.7.1 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.

### 4.7.2 Operation of the Engagement

The Parties recognize that it is impractical in this Engagement to provide for every contingency which may arise during the life of the Engagement, and the Parties hereby agree that it is their intention that this Engagement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Engagement 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 4.8 – Settlement of Disputes hereof.

## 4.8. Settlement of Disputes

### 4.8.1 Amicable Settlement

Performance of the scope of work by the bidder shall be governed by the terms & conditions of the Engagement. 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 4.8.2 shall become applicable.

### 4.8.2 Arbitration

- a) If during the subsistence of this Engagement/ 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 Engagement/ Contract or

regarding any question, including as to whether the termination of this Engagement/ 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.
- 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 Engagement 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 Engagement that neither party shall be entitled for any interest on the amount of the award.
- 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 Engagement: 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 Engagement.

#### 4.9. Miscellaneous Provisions

- a) Nothing contained in letter of Engagement/ 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 Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- f) All claims regarding indemnity shall survive the termination or expiry of the Engagement /Contract.



## **Section V – Annexure – Standard Forms**

### **5.1 Pre-Qualification Proposal**

- PRE-QUAL FORM 1 – Pre-Qualification Proposal Submission Form
- PRE-QUAL FORM 2 – Bidder’s Organization detail

5.1.1 PRE-QUAL FORM-1: Pre-Qualification Proposal Submission Form

To:

Deputy Director General (HR),

Address:

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 Employability Assessment Agency Service** accordance with your Request for Engagement dated \_\_\_\_\_, and our Proposal. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, and a Technical Proposal and Commercial Proposal as per e-Procurement two cover systems.

We hereby declare that we are submitting our Proposal as a single bidder/ company and have not formed or intend to form or execute the contract with any other entity, sub-contractors or consortiums.

We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our proposal is accepted, to provide services related to the assignment as per the conditions of the RFP.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:

Location: \_\_\_\_\_

Date:

5.1.2 PRE-QUAL FORM-2: Bidder’s Organization Detail

#	Parameter	Pre-Qualification Criteria Description	Evidence required	Value/Response - Page Number
1.	Legal Entity/ Registration of company	<p>a) Bidder should be a company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto. Bidder shall have been in operation in India for at least the last five years from the last date of Bid submission.</p> <p>b) Bidder should be registered and have its own <b>GST Registration No. and PAN Number</b></p>	<p>a) Copy of Certificate of Incorporation and/or Registration</p> <p>b) Self- attested copies of valid GST Registration Certification and PAN Card Number</p>	<p>a) Date of Registration... Registration Number... b) PAN Number..... GST Number..... Documentary Evidence attached Page No</p>
2.	Turnover	<p>Bidder should have an average annual turnover of at least <b>Rs. 5 crore</b> from the <b>Employability Assessment Services</b> provided to various organizations or to individual candidates across India, <b>during previous three (3) financial years (2015-16, 2016-17 and 2017-18).</b></p>	<p>Copy of audited financial statements.</p> <p>In case the separate mention of turnover from Employability Assessment Services is not available in the annual financial statements, a Certificate from the Company Secretary or the Chartered Accountant certifying the <b>turnover from Employability Assessment Services</b> in the respective financial years may also be provided.</p>	<p>a) Turn Over 2015-2016— INR... 2016-17—INR ... 2017-18—INR... Documentary Evidence attached Page No.</p>
3.	Experience with Govt. Client	<p>Bidder should have experience of conducting Employability Assessment for any “Government Entity-Ministry/State Govt./PSU/Statutory/Autonomous Bodies/Other Government Agencies where Government’s stake is 49% or more” with:</p> <p>Three Agencies/ Entities each with billing of Rs. 10 lakh or more</p>	<p>Copy of work order(s)/relevant portion of contract(s) with the client along with copy of invoices against each contract/work order.</p> <p>Alternatively, the bidder can provide a certificate from</p>	<p>Details of work: a) Name of work: b) Name of Agency (Client): c) Value of invoices during 2015-16 to 2017-18:</p>

		<p>OR</p> <p>Two Agencies/ Entities each with billing of Rs. 20 lakh or more</p> <p>OR</p> <p>One Agency/ Entity with billing of Rs. 30 lakh or more during 2015-16, 2016-17 and 2017-18.</p>	<p>Company Secretary or the Chartered Accountant specifying the value of billing under the work order(s)/ contract(s) during 2015-16, 2016-17 and 2017-18.</p>	<p>Documentary Evidence attached Page No.</p>
4.	Experience in Assessment Services for IT companies	<p>Bidder should have at least one client from IT Industry with total annual billing related to assessment services of <b>Rs. 50 lakh in any of three (3) financial years (2015-16, 2016-17 or 2017-18).</b></p>	<p>Copy of work order/relevant portion of contract with the client along with copy of invoices against that contract/ work order.</p> <p>Alternatively, the bidder can provide a certificate from Company Secretary or the Chartered Accountant specifying the value of billing under the work order/ contract during any of three financial year 2015-16, 2016-17 and 2017-18.</p>	<p>a) FORM- 5.9 Certificate Format for Experience in Assessment Services</p> <p>Documentary Evidence attached Page No.</p>
5.	Experience of assessment services in multiple job families	<p>The bidder must have experience in conducting assessment tests in 10 out of the following 16 job families:</p> <ol style="list-style-type: none"> <li>i. Office Administration</li> <li>ii. Database Management</li> <li>iii. Software development</li> <li>iv. Artificial Intelligence</li> <li>v. Cloud Computing</li> <li>vi. Mobile application development</li> <li>vii. Asset Management</li> <li>viii. Enterprise Resource Planning</li> <li>ix. Information Security</li> <li>x. Networking</li> <li>xi. Procurement and Contract Management</li> </ol>	<p>Certificate from the Authorised Signatory of the bidder indicating list of Job Families for which assessment examination has been conducted.</p>	<p>a) FORM- 5.10 Certificate Format for Diversified Experience</p> <p>Documentary Evidence attached Page No.</p>

		<p>xii. Business Intelligence and Analytics</p> <p>xiii. Advertisement &amp; Publicity (Media)</p> <p>xiv. Human Resource Management</p> <p>xv. Legal</p> <p>xvi. Project Management</p>		
6.	Man Power Availability	Bidder should have a pool of at least <b>30 resources on its fulltime payroll</b> in various domains of assessment –such as Assessment design, development of Modules, Delivery of employability assessments and Operation/Maintenance of Exam Centers	Certificate from the authorized signatory <b>OR</b> Head HR along with domain name and number of resources thereagainst	FORM- 5.4 Manpower Availability  Documentary Evidence attached Page No.
7.	Geographical Presence	Bidder should have conducted at least two online Assessment exam with at least 50 candidates in each exam during 2017-18 or 2018-19 at each of the following cities, namely:  New Delhi, Mumbai, Lucknow, Ranchi, Guwahati, Bengaluru, Hyderabad and Chandigarh.	Certificate from the authorized signatory indicating date of examination and number of participants.	FORM – 5.5 Geographical Presence  Documentary Evidence for few of the active contract between Agency and Test Center attached Page No.
8.	Blacklisting	The bidder should not be banned from carrying out business either with the entire Central Government of India 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 Authorised Signatory	FORM- 5.6 Declaration Blacklisting  Page No.
9.	Content Development and Research Capability	Bidder shall <b>have in-house team for content development</b> for creation of Module/ Assessments based on Industry Standard	Certificate from the authorized signatory <b>OR</b> Head HR along with numbers and domain name	FORM-5.4 Man power availability  Page No....
10.	Quality Parameters	Bidder should have <b>ISO 9001 and ISO 27001 certification.</b>	Valid Certificates	Certificate No.  Valid Up to

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				(information in respect of both certificates to be provided)  Documentary Evidence Attached Page No..
<b>11.</b>	Single Entity	Bidder should be a <b>Single Entity</b> and not a consortium	Certificate / Declaration from the Authorised Signatory	FORM-5.7 Single Applicant Page No...

**5.2 Technical Proposal**

TECH-1 Technical Proposal Submission Form

TECH-2 Bidder’s Organization detail

5.2.1 FORM TECH-1 Technical Proposal Submission Form

To:

Deputy Director General (HR),

Address:

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 Employability Assessment Agency Service** in accordance with your Request for Engagement dated \_\_\_\_\_, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Commercial Proposal as per packets mentioned through CPP Portal.

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: \_\_\_\_\_



5.2.2 FORM TECH-2: Bidder’s Organization Detail

#	Evaluation Criteria	Evidence Required	Value/Response/Reply- Page Number, Relevant Document Details								
1.	<p>Average Annual Turnover of the last three Financial Years in <b>Employability Assessment Service</b> Domain (2015-16, 2016-17, 2017-18):</p> <ul style="list-style-type: none"> <li>• 5 to 15 Cr: 6 marks</li> <li>• Above 15 Cr to 40 Cr: 8 marks</li> <li>• Above 40 Cr :10 marks</li> </ul>	<p>Certified copies of audited financial statements for last three financial years (2015-16, 2016-17 and 2017-18) <b>OR</b></p> <p>In case the separate mention of turnover from Employability Assessment Services is not available in the annual financial statements is not available, a Certificate from the Statutory Auditor or the Company Secretary of the Bidder’s Company certifying the turnover from Employability Assessment Services in the respective financial years would be acceptable.</p>	<p>Annual Turn-Over 2015-16- 2016-17- 2017-18-</p> <p>Average Turn-Over-</p> <p>Documentary Evidence Attached Page No.</p>								
2.	<p><b>Number of Years of Experience</b> in Assessment Service Domain</p> <ul style="list-style-type: none"> <li>• 5-7 Years: 6 marks</li> <li>• 7-9 Years: 8 marks</li> <li>• Above 9 years :10 marks</li> </ul>	<p>Copy of the oldest work order or contract relating to Employability Assessment work along with proof of completion of work Proof of completion can be provided in the form of complete set of invoices received under the claimed work order/contract. Alternatively a certificate from Chartered Accountant or the Company Secretary can be provided in support of claims.</p>	<p>No. of Years of Experience - ... Yrs</p> <p>Details of oldest work claimed by the bidder:</p> <p>Client Name... Work Order/Contract Date ... Completion Date... Work Order/Invoice Value... Assessment Type....</p> <p>Documentary Evidence attached Page No</p>								
3.	<p><b>Number of Employees (Fulltime and Contractual) in Assessment Service</b> Domain :</p> <table border="1"> <thead> <tr> <th>Number of Employees</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>100-200</td> <td>6</td> </tr> <tr> <td>201-300</td> <td>8</td> </tr> <tr> <td>301 and above</td> <td>10</td> </tr> </tbody> </table>	Number of Employees	Score	100-200	6	201-300	8	301 and above	10	<p>Certificate from the authorized signatory <b>OR</b> Head HR along with domain name and number of employees in each domain</p>	<p>FORM- 5.4 Manpower Availability</p> <p>Documentary Evidence attached Page No</p>
Number of Employees	Score										
100-200	6										
201-300	8										
301 and above	10										

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4.	<p><b>Number of Client Private/Govt.</b> for which Assessment had been conducted in last 3 years (2015-16, 2016-17, 2017-18) with minimum billing amount of <b>Rs. 50 lakh</b> .</p> <ul style="list-style-type: none"> <li>• 1 Client : 8 marks</li> <li>• 2 to 5 Client: 12 marks</li> <li>• 6 or more Client: 15 marks</li> </ul>	<p>Certificate from Authorised Signatory confirming client details, area of activity, billing amount during each year supported with copy of agreement/work order and invoices</p>	<p>FORM- 5.9 Certificate Format for Experience in Assessment Services</p> <p>Documentary Evidence attached Page No.</p>
5.	<p><b>Number of active Exam Centers</b> where the online Assessment Exam are conducted by the bidder in 2017-18 and 2018-19 with:</p> <p>(a) Total <b>Number of Owned/Branded</b> Exam centers:</p> <ul style="list-style-type: none"> <li>• 25 Centers : 3 marks</li> <li>• 26 to 50 Centers: 4 marks</li> <li>• More than 50 Centers: 5</li> </ul> <p>(b) Total <b>Number of Associate Exam Centers</b>:</p> <ul style="list-style-type: none"> <li>• 60 to 100 Centers : 3 marks</li> <li>• 101 to 160 Centers: 4 marks</li> <li>• More than 160 Centers: 5 marks</li> </ul> <p>(c) Number of States/UTs with at least two Test Centres</p> <ul style="list-style-type: none"> <li>• 10-15 States/UTs : 3 marks</li> <li>• 16-20 States/UTs: 4 marks</li> <li>• 21 and above States/UTs: 5 marks</li> </ul>	<p>Certificate from the authorized signatory along with the State/UT-wise list of online Test Centers stating whether Assessment exam conducted in these States/UTs in 2017-18 and 2018-19</p>	<p>FORM-5.5 Geographical Presence</p> <p>Documentary Evidence for few of the active contract between Agency and Test Center attached Page No.</p>
6.	<p><b>Number of Employability Assessments</b> conducted in last 3 years (2015-16, 2016-17, 2017-18) whose score is <b>valid for more than ten Companies</b>:</p> <ul style="list-style-type: none"> <li>• 50,000 to 1,00,000 : 10 marks</li> <li>• 1,00,000 to 1,50,000 : 15 marks</li> <li>• 1,50,000 and more : 20 marks</li> </ul>	<p>Certificate from Authorised Signatory confirming Name of Assessment Exam, year-wise Number of assessment under that Exam, name of at least ten companies accepting the score of the Assessment Exam</p>	<p>FORM -5.11 Certificate Format for Inter company valid assessment test.</p> <p>Page No.</p>
7.	<p>(a) Number of <b>“Modules”</b> based on Job Description and Competencies which are already being used in last 3 years (2015-16, 2016-17, 2017-18)</p>	<p>Certificate from Authorized Signatory with list of existing Assessment Modules and their Classification (IT/Non-IT)</p>	<p>FORM-5.8 Module diversity and Research Capability</p>

	<ul style="list-style-type: none"> <li>• Upto 200 modules : 4 Marks</li> <li>• 201-500 modules: 6 Marks</li> <li>• 501-1000 modules : 8 Marks</li> <li>• More than 1000 modules : 10 Marks</li> </ul> <p>(b) Number of “<b>Modules</b>” based on Job Descriptions related to Information, Communication and Technology (ICT) roles and competencies which are already being used in last 3 years (2015-16, 2016-17, 2017-18)</p> <ul style="list-style-type: none"> <li>• 101-250 modules: 6 Marks</li> <li>• 251-500 modules : 8 Marks</li> <li>• More than 501 modules : 10 Marks</li> </ul>		<p>Page No.</p>
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**5.3 Commercial Proposal**

COM-1: Commercial Proposal Submission Form

COM-2: Commercial Proposal on per Unit cost

5.3.1 FORM COM-1 Commercial Proposal Submission Form

To:

Deputy Director General (HR),

Address:

Unique Identification Authority of India (UIDAI),

Ministry of Electronics & Information Technology, Govt. of India (Gol),

Bangla Sahib Road, Behind Kali Mandir, Gole Market,

New Delhi – 110001

Dear Sir:

We, the undersigned, offer to provide services for **providing Employability Assessment Agency Service** in accordance with your Request for Engagement dated \_\_\_\_\_, and our Proposal. Our attached Commercial Proposal is for the sum of [Insert amount(s) in words and figures\*]. GST to be applicable as per prevailing rates additionally.

Our Commercial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date \_\_\_\_\_.

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: \_\_\_\_\_

5.3.2 FORM COM-2: Commercial Proposal on per Unit cost

#	Item Name and Description	Unit Cost (in Rs.)	Taxes and Duties (in Rs.)	Total Cost (in Rs)	Weightage	Weighted Cost
1.	Assessment Type- I- Cost for conducting “Employability Assessment Exam” for “Technical/ Managerial Profiles” having 5 modules including 3 generic modules and 2 domain specific modules at Purchaser’s location				0.60	
2.	Assessment Type- I- Cost for conducting “Employability Assessment Exam” for “Technical/ Managerial Profiles” having 5 modules including 3 generic modules and 2 domain specific modules at Bidder’s examination centre				0.40	
<b>Total (Sf)</b>						

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

- i. Unit rate of Conducting Assessment Type- II “Employability Assessment Exam” for “Administration Staff including but not limited to “Multi Tasking Operators (M.T.Os) and Enrolment Operator” having 3 Modules namely 2 generic and 1 domain specific module shall be 60% of the unit rate quoted by the bidder.
- ii. In case more than the stipulated number of modules, i.e. five for Assessment Type - I and three for Assessment Type – II, is required for a specific assessment exam, UIDAI shall pay 20% of the unit cost of Assessment Type – I for each additional module.
- iii. There shall be minimum guarantee 10 candidates during each day of assessment exam at Purchaser’s location and 20 candidates at Bidder’s examination centre.
- iv. There shall be no separate payment for any other work such as PoC (if required), logistics cost, infrastructure cost, manpower cost and other items incidental to the execution of this contract.
- v. UIDAI shall only provide space, seating arrangement, computers/laptops and internet connection when the test is conducted at Purchaser’s location. All other arrangements, including but not limited to, loading of exam software on systems, verifying the credentials of test takers, invigilation, preparation of results etc. shall be made by the Agency.

**5.4 Manpower Availability**

**Declaration**

I \_\_\_\_\_(Name), the Authorised Signatory/HR Head of \_\_\_\_\_ (name of the bidder company) solemnly affirm that we have in house team of \_\_\_\_\_(No. of resources ) resources on our full time payroll . In addition to the same, I also affirm that we have \_\_\_\_\_(No. of resource) on contractual payroll. I also solemnly affirm that the information regarding entire manpower availability is shared below are true.

**PART A**

Sl. No.	Domain name/Role	Number of employees		
		On fulltime payroll	Contractual	Total

**PART B**

**List of Employees working in the field of Content Development**

S No.	Resource Name	Domain Name(Assessment design, development of Modules)	Full Time/Contractual	Year of Experience	Education Qualification
1	Resource Name		Full Time		
2	Resource Name		Contractual		
n.	Resource Name				

For and on behalf of  
(BIDDER)

Authorized Signatory Office Seal:

Name:

Place:

Designation:

Date:

## 5.5 Geographical Presence

### Declaration

I \_\_\_\_\_(Name), the Authorised Signatory of \_\_\_\_\_ (name of the bidder company) solemnly affirm that we have ability to conduct Assessment Exam pan India and have Test Centers located in \_\_\_\_\_ (No. of States and UTs) within the Geographical boundary of India. And also solemnly affirm that the details regarding the location of the Assessment Centers (owned/associate) as shared below are true.

<b>PART A</b>					
	LOCATION	DATE OF ASSESSMENT EXAM	NO. OF PARTICIPATING CANDIDATE	DATE OF ASSESSMENT EXAM	NO. OF PARTICIPATING CANDIDATE
1	DELHI				
2	LUCKNOW				
3	CHANDIGARH				
4	MUMBAI				
5	HYDERABAD				
6	BENGALURU				
7	GUWAHATI				
8	RANCHI				
	<b>Total</b>				

*(Note: Information indicating that the bidder has conducted at least two online Assessment exams with at least 50 candidates in each exam during 2017-18 or 2018-19 at above mentioned cities must be given)*

### **PART B**

	STATES	NO. OF TEST CENTRES		WHETHER ASSESSMENT EXAM CONDUCTED IN 2017-18 AND 2018-19
		OWNED/BRANDED	ASSOCIATE	YES/NO
1	A&N Islands			
2	Andhra Pradesh			
3	Arunachal Pradesh			
4	Assam			
5	Bihar			
6	Chandigarh			
7	Chhattisgarh			
8	Dadra & Nagar Haveli			



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9	Daman & Diu			
10	Delhi			
11	Goa			
12	Gujarat			
13	Haryana			
14	Himachal Pradesh			
15	Jammu and Kashmir			
16	Jharkhand			
17	Karnataka			
18	Kerala			
19	Lakshadweep			
20	Madhya Pradesh			
21	Maharashtra			
22	Manipur			
23	Meghalaya			
24	Mizoram			
25	Nagaland			
26	Odisha			
27	Puducherry			
28	Punjab			
29	Rajasthan			
30	Sikkim			
31	Tamil Nadu			
32	Tripura			
33	Telengana			
34	Uttar Pradesh			
35	Uttrakhand			
36	West Bengal			
37	Ladakh			
	<b>Total</b>			

For and on behalf of

(BIDDER)

Authorized Signatory Office Seal:

Name:

Place:

Date:

## 5.6 Blacklisting

### Declaration

I \_\_\_\_ (Name), the Authorised Signatory of \_\_\_\_\_ (name of the bidder company) solemnly affirm that that \_\_\_\_\_ (Company Name) has not been banned from carrying out business either with the entire Central Government of India or the Ministry of Electronics & IT, Govt. of India or the UIDAI as on date.

I 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.

For and on behalf of

(BIDDER)

Authorized Signatory Office Seal:

Name:

Place:

Designation:

Date:

**5.7 Single Applicant**

**Declaration**

I \_\_\_\_\_(Name), the Authorised Signatory of \_\_\_\_\_ (name of the bidder company) solemnly affirm that M/s .....(Company Name) is a Single Applicant in response to your RFP for Engagement of Employability Assessment Agency Services for UIDAI Recruitment 2019.

For and on behalf of

(BIDDER)

Authorized Signatory Office Seal:

Name:

Place:

Designation:

Date:

### 5.8 Module Diversity and Research Capability

#### Declaration

#### Declaration

I \_\_\_\_\_(Name), the Authorised Signatory/HR Head of \_\_\_\_\_ (name of the bidder company) solemnly affirm that we have \_\_\_\_\_(No. of resource available in the preceding three years) engaged in Content Development and Research.

In addition to this we have existing modules for assessing multiple sets of expertise/employability/job description “and utilized the same in past 3 years. Details of the Module Name, Applicability and Number of Assessment conducted in last one year is mentioned below:-

S.No.	Job Family/ Competency/ Examination/ Certification	Module Name	IT/Non- IT	Applicability- Company/Industry utilizing this module	Whether Assessment Exam conducted using the Module <b>(Yes/No)</b>
1.					
2.					
n.					

For and on behalf of

(BIDDER)

Authorized Signatory Office Seal:

Name:

Place:

Designation:

Date:

### 5.9 Certificate Format for Experience in Assessment Services

#### Certificate

Based on the books of accounts, work order, invoices, project completion certificate provided by M/s .....( Company Name), I hereby certify that M/s ...( Company Name) has done following work in Assessment Service Domain with minimum project of INR 50 lakh.

S.No	Client Name	Govt./Private	Project Description/Brief Scope of Work	Year of contract(s) / work order(s)	No. Invoices during 2015-16 to 2017-18	Value of payment received under invoices	List of documents attached

**Note: Copy of each Contract/Work Order and invoices against which payments have been received or the certificate from the Chartered Accountant/Company Certificate may be enclosed.**

For and on behalf of

(BIDDER)

Authorized Signatory Office Seal:

Name:

Place:

Designation:

Date:

**5.10 Certificate Format for Diversified Experience**

**Certificate**

I \_\_\_\_\_(Name), the Authorised Signatory of \_\_\_\_\_ (name of the bidder company) solemnly affirm that has done work in Assessment Service Domain in the following job families:

Sl. No.	Job Family	Yes/No	Client Name(s)
1.	Office Administration		
2.	Database Management		
3.	Software development		
4.	Artificial Intelligence		
5.	Cloud Computing		
6.	Mobile application development		
7.	Asset Management		
8.	Enterprise Resource Planning		
9.	Information Security		
10.	Networking		
11.	Procurement and Contract Management		
12.	Business Intelligence and Analytics		
13.	Advertisement & Publicity (Media)		
14.	Human Resource Management		
15.	Legal		
16.	Project Management		

For and on behalf of

(BIDDER)

Authorized Signatory Office Seal:

Name:

Place:

Designation:

Date:

**5.11 Certificate Format for inter-Company Valid Assessment Tests**

I \_\_\_\_\_(Name), the Authorised Signatory/HR Head of \_\_\_\_\_ (name of the bidder company) solemnly affirm that that M/s ....( Company Name) has done the following number of Assessments under Employability Assessment Examination valid for more than ten companies during last three financial years (2015-16, 2016-17 and 2017-18):

Year	Name of Assessment Examination	Number of Assessments done	Name of the Companies for which score was valid
2015-16			
2016-17			
2017-18			
Total			

***Note: Documentary evidence for applicability of score of Employability Assessment Exam mentioned above for more than one company may be enclosed. The bidder should mention its best and most popular Employability Assessment Exam under this criterion.***

For and on behalf of

(BIDDER)

Authorized Signatory Office Seal:

Name:

Place:

Designation:

Date:

## Section VI – Appendix

### 6.1 Appendix A –Letter of Engagement

1. Purpose: Engagement of Agency for “Employability Assessment Exam” Services for UIDAI and its stakeholder for various contractual roles in UIDAI.

2. Name of Empanelling Authority:

Unique Identification Authority of India (UIDAI), Meity, Govt. of India

3. Period of Engagement

The period of Engagement is 2 years from the date of issuance of the letter of Engagement and can be extended by two years on year to year basis as per the discretion of UIDAI.

4. Scope of Work

The empanelled agency shall carry out the Services in accordance with the provisions of Section III: Scope of Work, Terms of Agreement and Award of Work of the RFP of Employability Assessment Agency Service

5. Terms and Conditions

The empanelled agency shall be bound to abide by all the terms and conditions in accordance with the provisions of Section IV ‘General Terms and Conditions’ of the RFP of Employability Assessment Agency Service

6. The following documents (collectively referred to as “Engagement Documents”) shall be deemed to form and be read and construed as part of this letter of acceptance and shall be applicable in precedence viz.:

- a) RFP document and corrigendum/s released by UIDAI
- b) Notification of Award as issued by UIDAI
- c) Proposal submitted by the Bidder along with all requisite declarations as provisioned in Section V: Annexure – Standard Forms
- d) Performance Bank Guarantee
- e) Non-Disclosure Declaration

7. UIDAI has selected the “ Agency for providing Employability Assessment Services” to UIDAI and its Stakeholders in the sum of Rs. \_\_\_\_\_ per Test cost of “ Assessment Exam having 5 Modules” and Rs.....per Test of “Assessment Exam having 3 Modules”.

We undertake that we have read the Terms and Conditions carefully and we agree to abide by all the conditions mentioned herein and that with the signing of this letter of acceptance we have bound ourselves to the terms and conditions mentioned herein. We state that we have signed all pages of this document as our acceptance. We further state, that the signing of this acceptance does not give us



Request for Proposal for Providing “Employability Assessment Services” for recruitment in UIDAI- 2019  
*A-42011/05/2019/UIDAI(HR)*  
guarantee to be chosen as the designated Employability Assessment Service agency for any ecosystem partner conducting enrolment and update.

Sign:

Co Seal:

Name:

Designation:

Date:

**6.2 Appendix B–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 at.....for ".....[RFP of Employability Assessment Agency Service ]" 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 not withstanding 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 not withstanding 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 you on or before .....

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....2019.....at.....

**WITNESS**

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

**6.3 Appendix B 1 – Bid Security /Earnest Money Deposit Form**

**BID SECURITY FORM**

**(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,

Whereas \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted its bids dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called “the Bank”) are bound unto the Unique Identification Authority of India (UIDAI) (hereinafter called “the UIDAI”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said UIDAI, the Bank binds itself, its successors and assigns by these presents.

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 Letter of Engagement in accordance with Section 2.16 of the RFP;
  - to furnish performance security 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 undertake to pay to the UIDAI up to the above amount upon receipt of its first written demand, without the UIDAI having to substantiate its demand, provided that in its demand the UIDAI will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....2019.....at.....

**WITNESS**

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

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

Dated.....

**6.3A Appendix B 2 – Bid Securing Declaration Form**

**Bid Securing Declaration Form**

**Date:**

**Bid No.:**

**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 Securing Declaration, therefore rather than submitting the Bid Security /Earnest Money Deposit Form as attached at clause 6.3 (appendix ‘B-1’) of the RFP, we render the declaration that:-

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 Letter of Engagement in accordance with Section 2.16 of the RFP;
  - to furnish performance security 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: \_\_\_\_\_

6.4 Appendix C– Non-Disclosure Declaration

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

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_, are desirous of bidding for Bid No \_\_\_\_\_ covering “ \_\_\_\_\_ [RFP of Employability Assessment Agency ]” (hereinafter called the said 'RFP') to the Deputy Director General, 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 procure 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:

Date: