RECRUITMENT RULE FOR ENGAGEMENT OF ASSISTANT TECHNICAL OFFICER ON SHORT TERM CONTRACT BASIS

No. A-12013/13/RR/2016-UIDAI

Dated : 28.2.2024

In exercise of the powers conferred by sub-section (1) of Section 21 read with sub-section (1) of section 54 and clause (x) of sub-section (2) of section 54 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (18 of 2016), as amended vide the Aadhaar and Other Laws (Amendment) Act, 2019 (14 of 2019) and method of recruitment prescribed in Unique Identification Authority of India (Appointment of Officers and Employees) Regulations, 2020 (as amended), the Unique Identification Authority of India hereby makes the following rules relating to engagement of Assistant Technical Officer on short terms contract basis, namely:–

1. Short title and commencement.-(1) These rules may be called the "Recruitment Rule and other terms and conditions for engagement of Assistant Technical Officer on short term contract basis in UIDAI, 2023".

- (2) These rules shall come into force on the date of their publication on UIDAI Website.
- 2. Definitions.-(1) In these rules unless the context otherwise requires, -
 - (a) "Act" means the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (18 of 2016), as amended vide the Aadhaar and Other Laws (Amendment) Act, 2019 (14 of 2019);
 - (b) "Appointing Authority" means Deputy Director General (HR) or such other officer to whom such powers and functions have been delegated by the Authority by general or special order;
 - (c) "Authority" means Unique Identification Authority of India established under sub-section(1) of Section 11 of the Act;
 - (d) "Chairperson" means the Chairperson of the Authority appointed on full-time or part-time basis under Section 12 of the Act;
 - (e) "Chief Executive Officer" means Chief Executive Officer of the Authority appointed under Section 18 of the Act by the Central Government;
 - (f) "Selection Committee" means a committee constituted to consider candidates for their engagement as Assistant Technical Officer on short term contract basis in accordance with Unique Identification Authority of India (Appointment of Officers and Employees) Regulations, 2020 (as amended).
 - (g) "Engaged Resources" shall mean the person appointed as the Assistant Technical Officer under the said rules, on contract basis, in UIDAI.

(h) The words and expressions used in these rules, but not defined, shall have the same meaning as respectively assigned to them under the Act.

(3) For the purposes of these rules, the terms 'he', 'him', 'his' and 'himself shall also refer to 'she', 'her' and 'herself' wherever the context warrants and singular will also include plural.

3. Power to implement.–(1) The power to implement these rules vests with the Chief Executive Officer or with such officer to whom powers have been delegated by him.

(2) The Appointing Officer or the officer with whom such powers have been vested shall be responsible for deciding on all complaints, grievances, disputes and other similar matters arising in the course of engagement of Assistant Technical Officer.

4. Number of post: Number of posts to be filled through engagement on short term contract basis shall be decided by Appointing Authority. However, in any case, it shall not be more than the total sanctioned posts of Assistant Technical Officer as prescribed in Schedule of Unique Identification Authority of India (Appointment of Officers and Employees) Regulations, 2020 & its amendments.

5. Remuneration: (1) Initial remuneration at the time of joining shall be notified in advertisement and will be decided by Appointing Authority based on minimum remuneration payable in pay matrix level 6.

(2) An increment @10% on preceding year remuneration shall be allowed on completion of each year during the engagement period. However, in exceptional & deserving cases, higher increment can be granted with the Approval of Authority.

(3) No other allowance such as Dearness Allowances, Provident Fund, Pension, Residential Telephone, Residential Accommodation, benefit of CGHS and medical reimbursement etc would be allowed.

(4) No TA/DA is admissible for joining the assignment or on its completion. The engaged Employee will be allowed TA/DA on official tour, at par with the entitlement of an employee at the Pay Level-6 post in the Government of India.

6. Duration of contract: Engagement will be on short term contract on full time basis for initial period of 3 years. Contract may further be extended for two years on requirement basis. In exceptional circumstances UIDAI may extend the contract for two more years. However, in any case, contract will not extended beyond seven years. Extension of contract is is sole discretion of UIDAI

7. **Eligibility Criteria:** (1) Four year degree in Engineering or Technology or Masters degree in computer applications from an institution recognized by Government agencies.

(2) The Candidate must have qualified the Engineering Services (Main/Stage II) Examination conducted by Union Public Service Commission and appeared for the Personality Test (Stage III) of latest last two years and finally not been selected by UPSC and their result/rank has been disclosed by UPSC in public domain for its utilization in any other selection process.

(3) Maximum age for applying for the post is 30 (Thirty) years on the date of notification of advertisement. Relaxation shall be given in maximum age for reserved category candidates as per rules applicable in Central Government.

(4) A candidate must be a citizen of India or he must belong to such categories of persons as may from time to time be notified by the Government.

8. **Reservation of posts :** Orders and policies of the Central Government on reservation of posts for Schedule Castes, Schedule Tribes, Other Backward Castes, Economically weaker sections of citizens and other categories which may be applicable will apply to these posts.

9. Method of Recruitment.–(1) UIDAI will advertise vacancy in two national daily newspapers, on UIDAI website and in Employment News. Eligible candidates may apply through the online link provided on UIDAI Website.

(2) As per government policy valid marks/score of non-recommended candidates of Engineering Services Examination of latest two years as per the list disclosed by Union Public Service Commission shall be utilized for short listing of candidates.

(3). Only candidates whose name appears in the list of non-recommended candidates of Engineering Services Examination conducted by UPSC for the latest two years are eligible to apply for these posts.

(4). Shortlisted candidates are required to appear for Computer based online assessment test comprising of two sections Cognitive and Technical. Cognitive and Technical section shall have weightage of 30% and 70% respectively or in any other ratio as decided by Competent Authority.

(5) List of candidates shortlisted List for interview shall be prepared by awarding 50% weightage of written test and 50% weightage of score obtained by candidate in respective Engineering Services Examination of UPSC.

(6) Based on above list candidates shall be called for interview with the Selection Committee in following ratio or any other ratio decided by Appointing Authority:

- (i) General category: Maximum 8 times of total post advertised for general category.
- (ii) Reserved category: Maximum 10 times of total post advertised for reserved category.

(7) Final merit list shall be prepared by awarding following weightage of online assessment Test, score in Engineering Services Examination and marks scored in interview :

- i. Mark/Score in Engineering Services Examination : 50%
- ii. Computer based Online Assessment test : 30%
- iii. Interview : 20%

(8) In case, mark obtained by two or more candidates are equal then merit position shall be decided on the basis of following order :

- i. Candidate scored higher marks in Technical Module
- ii. Candidate score higher marks in UPSC Examination
- iii. Higher Percentage marks/ CGPA in B.E./B.Tech.
- iv. Date of birth(Older will get preference)

10. **Medical certificate**: Post selection, the engagement is subject to the condition that candidate is found medically fit in the medical test which is mandatory.

11. Disqualification - No person -

(i) Who has entered into or contracted a marriage with a person having a spouse living, or

(ii) Who having a spouse living, has entered into or contracted marriage with any person, shall be eligible for appointment to any post under the Authority,

Provided that the Authority may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and that there are other grounds for so doing, exempt any person from the operation of this rule.

12. **Place of posting and liability to transfer :** The engagement will for UIDAI Head office , New Delhi/Technology Centre, Bengaluru/Manesar Data Centre which will be decided at the stage of selection based on the order of preference as opted by candidates. However, the engaged resources may be required to work at alternative locations as and when required by UIDAI.

13. Leave, Medical and other benefits during engagement period : (1) Paid leave of absence will be allowed at the rate of 1.5 days for each completed month of service. Accumulation of leave beyond a calendar year shall not be allowed.

(2) After engagement, UIDAI will provide medical insurance of Rs. Five () lakh to engaged employees.

(3) Basic facilities/ infrastructure will be provided to the engaged Employees that will be at par with Pay level 6 officers working in UIDAI.

14. Other Terms and conditions of engagement: (1) The engagement shall be of temporary nature and UIDAI can cancel the engagement at any stage/time without giving any reason, in cases as mentioned below in point (i) to (vi). However, in normal course, engagement can be terminated by either parties, i.e. UIDAI or the engaged resource, by giving one month notice or payment in lieu of. UIDAI may terminate this engagement with immediate effect and without any prior notice if:

(i) The employee or any of his act/s of omission or commission/negligence violate the terms of this contract or UIDAI policies.

(ii) Any Documents/declaration given, or information furnished by the employee to UIDAI proves to be false or if he/she has willfully suppressed or concealed any material, information related to his/her appointment.

(iii) He/She is convicted (or) accused of any criminal (or) civil offence.

(iv) His/her involvement in any other unethical and fraudulent practices.

(v) His/her frequent unauthorized absenteeism from duty.

(vi) He/ She has disclosed any confidential information to any third party, without the written consent of UIDAI.

2. Engaged resources shall not be permitted to take up any other assignment during the period of engagement with UIDAI.

3. The Engaged resources shall have to perform duties/services as assigned to him/her by his/her controlling officer with all the necessary skills, diligence, efficiency and economy.

4. Engaged resources shall not be regularized in UIDAI, in any case, on the said post. In this regard, they shall be required to furnish an undertaking before joining.

5. The engaged employee shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of UIDAI or Government of India.

6. UIDAI shall not be responsible for any loss, accident, damage; injury suffered by the engaged Employee whatsoever arising in or out of the execution of his work, including travel.

7. **Confidentiality of data and documents :** The Engaged resources shall not utilize or publish or disclose or part with, to a third party, any data or statistics or proceedings or information gathered during the course of the assignment for the office, without the expressed written consent of UIDAI. The contract Employees shall be bound to hand over the entire set of record of assignments to the office before the expiry of the contract and before the final

payment is released by UIDAI. The Contract Employee shall sign an agreement of confidentiality with UIDAI to this effect which shall contain a clause on Ethics and integrity.

8. UIDAI reserves the right to cancel and not to proceed in the matter for engagement of Contact Employees at any stage without giving any reason, whatsoever. The decision of CEO, UIDAI shall be final in all respects.

15. Power to relax– Where the Authority is of the opinion that it is necessary or expedient so to do, it may, by order, and for reasons to be recorded in writing, relax any of the provisions of these rules with respect to any class or category of persons.

16. Saving – Nothing in these rules shall affect reservations, relaxation of age limit and other concessions required to be provided for the Schedule Castes, Scheduled Tribes, Other Backwards classes, Person with disability and special categories of persons in accordance with the order issued by Central Government from time to time.