



**Request for Proposal for Providing  
“Manpower Services”  
in UIDAI**

**(Headquarter at New Delhi and Regional Offices located at New Delhi, Hyderabad, Bengaluru, Mumbai, Lucknow, Chandigarh, Ranchi & Guwahati and Tech/Data Center at Bengaluru and Manesar)**

**Tender No. A-12013/09/RFP/2020-UIDAI/HR**

**Dated 21<sup>st</sup> September, 2020**

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

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## Section 1 – Invitation to Proposal

### 1.1 Invitation

This invitation to bid is for “Request for Proposal for Providing Manpower Services in UIDAI”.

The successful bidder will be engaged for providing manpower at UIDAI Headquarters located at New Delhi, Regional Offices located at New Delhi, Hyderabad, Bengaluru, Mumbai, Lucknow, Chandigarh, Ranchi and Guwahati, Technology Centre Bengaluru and Manesar Data Centre for the indicative list of job defined in Section 3 –Scope of Work and Terms of Agreement. The agreement will be initially for a period of one year from date of signing of the contract which may be extended for a period of two more years on year to year basis on same rates, terms and conditions.

(b) 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, time and address laid down in Section 1.2 - Schedule for Invitation to Bid. Tenderers are advised to follow the instructions provided in Section 2 – Instructions to Bid for the e-submission of the bids online through the Central Public Procurement Portal(CPPP) 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.

**(c) Manual bids shall not be accepted.**

(d) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender/bid for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

(e) 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 *will be* liable to be banned from doing business with UIDAI.

(f) Intending bidders are advised to check UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) tender section and CPPP website <https://eprocure.gov.in/eprocure/app> at least three days prior to closing date of submission of tender for any corrigendum / addendum/ amendment on this RFP.

The Hard Copy of original instruments in respect of earnest money deposit or bid securing declaration 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.

Bids will be opened as per date/time as mentioned in Section 1.2.1 – Important Dates. After online opening of Technical-Bid, the results of bid qualification as well as Price-Bid opening date will be intimated separately.

All Bids must be accompanied by Bid Security or Bid Securing Declaration.

The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid.

The Bid Document is confidential and not transferable.

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

## 1.2 Schedule for Invitation to Bid

Name of the Purchaser	Unique Identification Authority of India, Ministry of Electronics & Information Technology, Govt. of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001
Addressee and Address:	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
Name of the Contact Person for any clarification	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 Note: Queries should be submitted via E-mail only. Any queries/clarification received after the clarification end date will not be considered.

### 1.2.1 Important dates

Published Date	21.09.2020
Pre-Bid Meeting	23.09.2020 15:00 HRS
Submission of Queries, if any	25.09.2020 18:00 HRS
Clarification/corrigendum to be uploaded on CPPP Portal	30.09.2020 18:00 HRS
Bid submission start date	01.10.2020 15:00 HRS
Bid submission end date	13..10.2020 15:00 HRS

Bid opening date	14.10.2020 15:00 HRS
Commercial Bid Opening Date	To be specified

**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

- The Bidders shall submit an EMD (Earnest Money Deposit)/Bid Security of amount of Rs. 50,00,000 (INR Fifty Lakh only), in the form of Bank Guarantee as per Section 6.1 Appendix A in a sealed envelope before the last date and time of bid submission. EMD in any other form will not be accepted.
- Alternately, the bidder may submit Bid Securing Declaration in the form as per Section 6.2 Appendix B in place of Bid Security/EMD.
- 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

- There shall be no bid document/tender fee.
- 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

- 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.
- As part of the registration process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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 website 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 any 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\_Manpower.xls 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\_Manpower.xls file, open it and complete the white coloured (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\_Manpower.xls file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidder’s 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 as mentioned in the Section 1.2 Schedule for Invitation to Bid
- 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 2 – Instructions to Bid

### 2.1 Introduction

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

UIDAI has been issuing Aadhaar numbers in partnership with Registrars across the country. The process of enrolments has gained momentum since the launch of project on 29<sup>th</sup> September, 2010 and more than 125 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 Manpower Agencies for Providing Manpower services in UIDAI as per the requirement defined in Section 3 –Scope of Work and Terms of Agreement.

### 2.2 Online Bids Submission Process

- a) The tender shall be submitted online (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets 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 shall contain,

- Copy of instruments of EMD or Bid Securing Declaration

**Packet -1**, Part-2 shall contain,

- Technical-qualification details (All the required supporting documents as well as Forms as mentioned in Section 5.1 Technical Proposal Submission Form)

**Packet-2** shall contain,

- Commercial Bid Submission (Commercial Bid Letter as mentioned in Section 5.2- Commercial Proposal)
- Schedule of price bid in the form of BOQ\_Manpower.xls

**Note: Bidder shall submit its price bid in only in packet 2. In case price bid is found in packet 1, the bid shall be summarily rejected.**

- 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\_Manpower.xls which should be .xls format.
- d) The offers submitted by 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 as mentioned in Section 5.2 – Commercial Proposal is provided as BOQ\_Manpower.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ\_Manpower.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 will liable to be banned from doing business with UIDAI.
- b) In the absence of the above information, as requested in Section 2.2 – Online Bids Submission Process, a bid may be considered incomplete and summarily rejected.
- c) The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

### 2.4 Firm Prices

- a) Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever throughout the currency of contract. The Bidder shall, therefore, indicate the prices in BOQ\_Manpower.xls. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- b) The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should separately mention all other charges as may be applicable in relation to the activities proposed to be carried out. The cost of all activities and statutory liabilities other than taxes and duties incidental to discharge of responsibilities under this RFP shall be covered under service charges and the bidder shall quote its prices accordingly.
- c) Commercial Proposal as mentioned in Section 5.2 – Commercial Proposal enclosed with the Bid is only indicative and shall be left blank and signed by the bidder.

### 2.5 Discount

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

### 2.6 Bid Security

- a) The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Section 1.3 – EMD/ Bid Security Cost. Alternately, the bidder may also provide a Bid

Securing Declaration in the specified form as per Section 6.2 Appendix B 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 6.1 Appendix A. EMD/Bid Securing Declaration shall be submitted in a sealed envelope before the last date and time of bid submission. EMD/Bid Securing Declaration 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 Contract, 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 may be invoked, as the case may be, if:
  - i. A Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
  - ii. The Formats to prepare the price bid are found to be modified by the Bidder; or
  - iii. In the case of a successful Bidder, if the Bidder fails:
    - to accept the notification of award and sign the contract in accordance with Section 2.16 of the RFP;
    - to furnish performance security in accordance with Section 2.17 – Performance Bank Guarantee of the RFP.
    - Or bidder withdraws its proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

## 2.7 Period of Validity of Bids

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

## 2.8 Format and Signing of Bid

- a) Bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized by the tenderer to submit the bid with their signatures. A Power of
- b) 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.
- c) Un-signed, un-stamped and without certificate for authorized person, bid shall not be accepted.
- d) 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.
- e) All pages of the bid being submitted must be legible, signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be rejected outright.

## 2.9 Address of Correspondence

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

## 2.10 Opening of Bids by UIDAI

- a) Online bids (complete in all respect) received along with 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) 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 two phases by the Evaluation Committee(s) (EC) setup by UIDAI. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders on the recommendation of Evaluation Committee.

### 2.11.1 Evaluation of Tech-Qualification Bids

The Evaluation Committee (EC) shall first evaluate the Technical Proposal as per the Technical Qualification Criteria mentioned below. The Technical proposal shall be evaluated based on the information provided in the Section 5.1.2 Forms related to Technical Bid and the supporting documents. Bidders bid failing to either meet any of the technical qualification criteria or not furnishing the requisite supporting documents/documentary evidence will be liable to be rejected.



#	Parameter	Technical Qualification Criteria	Evidence required
1.	Legal Entity/Registration	<p>a) Bidder should be a registered legal entity having continuously been in operation in India for at least five years as on 31.08.2020.</p> <p>b) Bidder should have its own GST Registration No. and PAN Number.</p> <p>c) The Agency must be registered/ have license under Contract Labour (Regulation &amp; Abolition) Act, 1970.</p> <p>d) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.</p>	<p>a) Self-attested copy of Certificate of Incorporation or Registration as the case may be. Copy of audited accounts or income tax return/ acknowledgement for last three years.</p> <p>b) Self- attested copies of valid GST Registration Certification and PAN Card Number</p> <p>c) Self- attested copies of the certificate mentioning Registration and License Number</p> <p>d) Self- attested copies of the registration with EPF and ESIC</p>
2.	Experience	The Bidder should have a minimum of five years experience ending on 31.08.2020 in supplying of manpower to Government Departments; Statutory/ Autonomous Bodies; Public Sector Undertakings, Banks and Financial Institutions or Information Technology company.	Copy of the oldest work order or contract relating to Manpower Services or proof of completion of work
3.	Bidder's Capacity	<p>The bidder should have satisfactorily performed three works of supply of manpower of value Rs. 8.73 crore each <b>per annum</b> or two works of Rs. 10.92 crore each <b>per annum</b> or one work of Rs. 17.47 crore <b>per annum</b> during last five years ending on 31.08.2020.</p> <p>If the period of completion of work is more than one year then value of work executed in one year on pro-rata basis will be considered for eligibility.</p> <p>The clients should be from Government Departments; Statutory/ Autonomous Bodies; Public Sector Undertakings, Banks</p>	<p>Copy of work order/contract along with client's certificate of successful completion/part completion (in the case of ongoing work) of work issued by the client. The work order/contract and/or client's certificate for experience should show the nature of work done, the value of work, date of start, date of completion and satisfactory completion of work.</p> <p>In case the client's certificate regarding satisfactory completion (part completion in case of ongoing contracts) is not available, proof of completion in the form of complete set of invoices raised in respect of the claimed work orders/contracts or a certificate from the Chartered</p>



		and Financial Institutions or Information Technology company. The ongoing projects which are more than one year old as on 31.08.2020 may also be considered	Accountant indicating the year-wise value received by the bidder under the claimed work orders/contracts may be considered. The order for extension of work/ contract after completion of one year period may be considered as satisfactory part-completion of ongoing work.
4.	Similar nature of work	<p>The bidder should have experience of providing service of minimum 200 skilled persons with a minimum duration of one year to two different clients during past 5 years ending on 31.08.2020.</p> <p>The work experience should mainly be of supplying Skilled Multi Tasking Operators; i.e. Secretarial Assistant, Data Entry Operator, Computer Operator, Quality Check Operator etc.</p> <p>The clients should be from Government Departments; Statutory/ Autonomous Bodies; Public Sector Undertakings, Banks and Financial Institutions or Information Technology company. The ongoing projects which are more than one year old as on 31.08.2020 may also be considered.</p>	<p>Copy of work order/contract along with client's certificate of successful completion/part completion (in the case of ongoing work) of work issued by the client. The work order/contract and/or client's certificate for experience should show the nature of work done, the profile/ job description of resource provided, number of resource under each profile, date of start, date of completion and satisfactory completion of work (part completion in case of ongoing contracts).</p> <p>In case nature of work not mentioned in work order/ contract/ completion certificate, bidder shall submit self declaration on nature of work provided in such contracts/work orders.</p> <p>In case the client's certificate regarding satisfactory completion (part completion in case of ongoing contracts) is not available, proof of completion in the form of complete set of invoices raised in respect of the claimed work orders/contracts or a certificate from the Chartered Accountant indicating the year-wise value received by the bidder under the claimed work orders/contracts may be considered. The order for extension of work/ contract after completion of one year period may be considered as satisfactory part-completion of ongoing work.</p>

5.	Geographical Presence	<p>The bidder should have experience of providing service of minimum 30 persons with a minimum duration of one year at minimum five(5) out of eight(8) locations mentioned below during past 5 years ending on 31.08.2020: Delhi, Mumbai, Lucknow, Ranchi, Guwahati, Bengaluru, Hyderabad and Chandigarh.</p> <p>The clients should be from Government Departments; Statutory/ Autonomous Bodies; Public Sector Undertakings, Banks and Financial Institutions or Information Technology company. The ongoing projects which are more than one year old as on 31.08.2020 may also be considered.</p>	<p>Copy of work order/contract along with client’s certificate of successful completion/ part completion (in the case of ongoing work) of work issued by the client.</p> <p>In case the client’s certificate regarding satisfactory completion (part completion in case of ongoing contracts) is not available, proof of completion in the form of complete set of invoices raised in respect of the claimed work orders/contracts or a certificate from the Chartered Accountant indicating the year-wise value received by the bidder under the claimed work orders/contracts may be considered. The order for extension of work/ contract after completion of one year period may be considered as satisfactory part-completion of ongoing work.</p> <p>In case these documents do not provide location of deployed persons proof of statutory payments such as PF or ESI indicating location and the claimed work may be provided.</p>
6.	Single Entity	Bidder should be a Single Entity and not a consortium	Certificate / Declaration from the Authorized Signatory
7.	Blacklisting	The bidder should not be banned from carrying out business either with the any department under Central Government or the Ministry of Electronics& IT, Govt. of India or the UIDAI at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Certificate / Declaration from the Authorized Signatory

**Important Note:**

- a) 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.

- b) UIDAI may independently verify the claims made by the bidder in the technical bid, if required.
- c) UIDAI reserves the right to reject any Technical Proposal in case the bidder fails to satisfy any of the condition mentioned in the Technical Criteria during the evaluation.

### **2.11.2 Evaluation of Commercial Bids**

- a) Commercial Bids of only those bidders 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.
- d) Evaluation of the bid will be online and offline both, and comments of the offline committee will be uploaded as per the online process. The bidder with lowest qualifying commercial bid (L1) for estimated contract value for one year will be awarded the work. In case more than one lowest qualifying commercial bids are available, the work will be equitably divided between such bidders to the extent possible. The decision of UIDAI in this regard shall be final.
- e) While submitting the Commercial Bid, the bidder shall ensure the following:
  - The Commercial Bid shall take into account all expenses including the applicable GST.
  - Costs shall be expressed in absolute terms in rupees up to two decimal points and not in percentage.
  - The service charge quoted by the bidder shall include all the costs associated with the assignment. In addition to the service charge, UIDAI shall reimburse the remunerations of manpower as per the terms and conditions prescribed under the RFP, the minimum employer's contribution towards PF and ESI in respect of manpower eligible under the provisions of the Scheme, cost towards premium medical and workman compensation insurance, bonus and maternity benefits paid to the individual manpower who are eligible for such payment and essentially required to be paid under the provisions of the contract and respective law. All other costs, including those required for fulfilment of scope of work of the contract and required to discharge the liabilities under various labour legislations are to be built within the quotation for service charge.

- The total service charge indicated in the Commercial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Commercial Proposal, it shall be considered non-responsive and liable to be rejected.

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

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

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

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

#### 2.14 Clarification

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

#### 2.15 Notification of Award (NOA)

- a) UIDAI will notify through Notification of award (NOA) the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 7 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award.
- b) The notification of award will constitute the acceptance of the Terms and Conditions as mentioned in the NOA.
- c) Upon the successful Bidder’s furnishing of performance security pursuant to Clause 2.17, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their EMD/Bid Securing Declaration.

#### 2.16 Signing of Contract

- a) At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted (NOA), the UIDAI will send the Bidder the Contract Form (Appendix C of Section 6.3 provided in the Bid Document, incorporating all agreements between the parties).
- b) Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.

#### 2.17 Performance Bank Guarantee

- a) Within 14 days after the issuance of Notification of Award by the Purchaser to the Bidder but before the signing of the contract, the successful Bidder shall furnish the Performance bank guarantee in accordance with the Section 4.1.10 Bank Guarantee of this document as per prescribed format in Section 6.4 Appendix D –Bank Guarantee.

- b) Failure of the successful Bidder to comply with the requirement of this section shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/invoking bid securing declaration, 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,

he/she shall submit a certificate of authority as Power of Attorney or Board Resolution on 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 date and time for receipt of bids, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- b) The amendment will be notified by UIDAI and 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 case, the UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

#### 2.25 Unfair Advantage

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

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

#### 2.28 Clarification of Bid Document

- 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 6.5 Appendix E– Non-Disclosure Declaration.

## **2.30 Proposal Format and Content**

### **2.30.1 Technical Proposal**

The format of the Technical Proposal to be submitted is mentioned in Section 5.1 – Technical Proposal Submission Form. Submission of the wrong type of Technical Proposal may result in the Proposal being deemed non-responsive. The Tech-Qualification Proposal shall provide the information as required under Section 2.11.1 – Evaluation of Tech-Qualification Bids as per the format defined in Section 5.1.2 –Forms related to Technical Bid 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 5.2 – Commercial proposal and the Price bid as defined in the attached excel BOQ\_Manpower.xls



### Section 3 – Scope of Work and Terms of Agreement

The Unique Identification Authority of India (UIDAI) is inviting bids from reputed well established and financially sound Manpower Company/Firm/ Agency (hereinafter referred to as Agency) to provide manpower services for its Headquarters at Delhi and Regional Offices located at Delhi, Hyderabad, Bengaluru, Mumbai, Lucknow, Chandigarh, Ranchi and Guwahati, Technology Centre at Bengaluru and Data Centre at Manesar. The agency also needs to administer the entire HR and Employment Process and provide Single Point of Contact (SPOC) at each location to handle all type of Employees issues.

#### 3.1 Schedule of Requirement

The manpower is required under three categories, namely (i) Multi Tasking Operator (MTO), (ii) Support Staff (SS) and (iii) Driver. The approximate number of manpower at different locations that may be required under each category is as under:

Sl. No.	Location/ Office	Multi Tasking Operator (MTO)	Support Staff (SS)	Driver
1.	UIDAI Headquarter, New Delhi	75+20*	46	2
2.	Regional Office, Delhi	41	5	--
3.	Regional Office, Bengaluru	34	5	--
4.	Regional Office, Chandigarh	28	5	--
5.	Regional Office, Guwahati	13	3	--
6.	Regional Office, Hyderabad	27	5	--
7.	Regional Office, Lucknow	31	5	--
8.	Regional Office, Mumbai	54	5	--
9.	Regional Office, Ranchi	33	5	--
10.	Technology Center, Bengaluru	39	8	--
11.	Manesar Data Centre	4	3	--
<b>Total</b>		<b>399</b>	<b>95</b>	<b>2</b>

\* 20 persons will be deployed at Manesar Data Centre of which one each should have knowledge of regional languages (Assamese, Bengali, Gujarati, Kannada, Konkani, Malayalam, Manipuri, Marathi, Nepali, Odia, Punjabi, Tamil, Telugu, Urdu, and English) and five in Hindi .

The requirement of manpower may be increased or decreased at the option of the Purchaser. Similarly, the Purchaser, after notifying the service provider, may vary the number of resources under different categories and for different locations/offices at its discretion. However, the total number of manpower shall not be reduced or increased by 33 *per cent* of the approximate number indicated above without the consent of the service provider.

#### 3.2 Job Description of Resources

Job descriptions mentioned in the RFP are of generic nature and prescribe broad qualification and experience. Specific and detailed requirements will be provided to the selected bidder.

##### 3.2.1 Multi Tasking Operator (MTO)

###### (a) Roles and responsibilities

- i. Data entry into the computer.
- ii. Physical maintenance of record.

- iii. Secretarial assistance, clerical function, stenography etc. for providing support to the higher and middle management of the organization.
- iv. Routine office work such as diary, dispatch, typing etc.
- v. Quality check functions under Aadhaar enrolment and updation processes, such as checking enrolment data, tallying and examining of documents, manual deduplication etc.
- vi. Grievance handling, helpdesk operations, protocol and reception work.
- vii. Working on tally or other software, accounting functions etc.
- viii. Other works as required from time to time.

(b) Qualifications and skill sets

- i. Graduate in any discipline.
- ii. Typing in English with a speed of 30 WPM or in Hindi with 25 WPM.
- iii. A certificate of at least 6 months of basic knowledge of computer i.e. MS Office, Word, Excel and Power Point from a recognised institute.
- iv. Good communication skills.

(c) Desirable qualifications

- i. Two years' work experience.
- ii. Knowledge of regional language.
- iii. Additional qualifications, especially relating to different areas of computer applications, as required from time to time.

(d) Age limit

- i. Minimum 21 years, Maximum 50 years.

### 3.2.2 Support Staff (SS)

(a) Roles and responsibilities

- i. Physical maintenance of records of section.
- ii. General cleanliness & upkeep of the section/unit.
- iii. Carrying of files and other papers within the building.
- iv. Photocopying, sending fax.
- v. Delivery of DAK.
- vi. Facilitating provision of drinking water, tea and refreshment for staff and officers and during meetings.
- vii. Any other work assigned by superior authority from time to time.

(b) Qualifications and skill sets

- i. Tenth/Matric pass.

(c) Desirable qualifications

- i. Two years' work experience.

(d) Age limit

- i. Minimum 21 years, Maximum 50 years.

### 3.2.3 Driver

- (a) Roles and responsibilities
- Plying departmental vehicle
  - To maintain the log book of the vehicle properly and responsible for repair/ maintenance of the vehicle time to time
  - Keep the vehicle neat and clean
- (b) Qualifications and skill sets
- Tenth/Matric pass.
  - Valid Commercial license for motor vehicle.
  - Well conversant with traffic regulations in Delhi.
  - Well conversant with roads and routes in Delhi and NCR and relevant security instructions.
  - Knowledge of minor repair.
  - Badge issued by RTO.
- (c) Experience
- Minimum five years’ work experience in driving.
- (d) Age limit
- Minimum 23 years, Maximum 50 years.

### 3.3 Remunerations of personnel

- The minimum rate of remunerations to be paid on monthly basis to each of the personnel which is mandatorily required to be paid by the Agency is indicated below:

	<b>Multi Tasking Operator</b>	<b>Support Staff</b>	<b>Driver</b>
Basic	Rs. 24,600 (Rupees Twenty four thousand six hundred only)	Rs. 17,600 (Rupees Seventeen thousand six hundred only)	Rs. 21,100 (Rupees Twenty one thousand one hundred only)
Conveyance	Rs. 1,400 (Rupees One thousand four hundred only)	Rs. 700 (Rupees Seven hundred only)	Rs. 1,400 (Rupees One thousand four hundred only)
Variable Pay	-Nil- the beginning of Contract. Variable component would be on account of cost of living and based on AICPI – IW index on a six monthly basis. The first variable component will be considered on an average increase in AICPI –IW index for the completed six monthly period (either January to June or July to December of one calendar year) over the corresponding index for the month in which Contract is executed and paid from subsequent month onwards as a percentage of fixed basic monthly remuneration (on Basic only). The subsequent six monthly increases will be additive to previous basic monthly average increase in AICPI-IW index.		

- The remuneration of the personnel shall not be lower than the minimum wages of the category of manpower in which they fall notified by the Central Government from time to time.

- iii. The Drivers would be paid an overtime allowance at the rate of Rs.202/- per hour for every extra hour duty performed beyond 9 hours a day or for more than forty-eight hours in any week. Total working hours including overtime should not exceed 60 in a week and total overtime hours in a quarter should not exceed 50.

### 3.3.1 Illustration for calculation of variable pay

Month of start of work:	November 2020 (Assumed)
Variable Pay from November 2020 to June 2021:	0% of Basic remuneration
AICPI-IW Index of November 2020:	330 (Assumed)
Average AICPI-IW Index of November 2020 to June 2021:	342 (Assumed)
Variable pay w.e.f. July 2021:	$(342-330)/330 * 100$ , i.e. 3% of Basic remuneration (ignoring the fraction if any)
Average AICPI-IW Index of July 2021 to December 2021:	355 (Assumed)
Variable pay w.e.f. January 2022:	$(355-330)/330 * 100$ , i.e. 7% of Basic remuneration (ignoring the fraction if any)

### 3.3.2 Other terms and conditions of service

- If on account of any legislation, notification, labour award, the minimum wages of class of labour deployed under the contract are increased at any time or times after the date of submission of the tender and the Contractor has to pay wages higher than those prescribed under clause 3.3 to the contractual employee due to such increase, such increased wages shall be reimbursed to the contracting agency along-with the corresponding increase in P.F. and E.S.I..
- The contracting agency shall arrange such facilities like EPF and ESI to all personnel eligible under the provisions of the respective scheme deployed with the Authority. UIDAI shall reimburse the payment made by the Agency towards employer's share of contribution under the respective scheme on submission of proof of actual payment made by the Agency.
- The contracting agency shall provide the medical insurance and the workmen compensation insurance to all its manpower deployed at the UIDAI who are not covered under the ESI Scheme within fifteen days of the deployment of the individual manpower at UIDAI. The cost of premium of such insurance(s) shall be borne by UIDAI and expenses against such insurances shall be reimbursed on monthly basis on submission of proof of insurances/invoices. The minimum coverage to be provided under the medical insurance and the workmen compensation insurance shall be as under:

Medical Insurance	<ol style="list-style-type: none"> <li>Coverage- Resource and three family members, i.e. spouse and two children</li> <li>Coverage limit –Rs. 2 lakh</li> <li>Corporate buffer for UIDAI staff (to be utilised in consultation with UIDAI) - Rs. 6 lakh</li> <li>Maternity cover</li> <li>Coverage of at least 30 days pre hospitalization and 60 days post hospitalization</li> <li>Facility for addition of family members (within the limit of 3</li> </ol>
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	members) without any cost.
Workman Compensation Insurance	Should provide coverage in line with coverage required to be provided under the Employee Compensation Act, 1923 as prescribed by the Government of India from time to time.

The coverage of medical insurance and workman compensation insurance indicated above is indicative and may vary in line with the insurance plan provided by the insurance companies. For selection of medical insurance & workman compensation insurance providing agency/agencies, the selected bidder shall provide the quotation of at least five insurances providers whose claim settlement ratio is higher than 75%. Purchaser shall have right to demand quotation from more than five insurances providers. Considering the quotations, UIDAI will select insurance providing agency/agencies. The contracting agency shall obtain an undertaking from its employee that he or she is not covered under medical facilities of his/her spouse or parents. The contracting agency shall give an undertaking that the agency or any of its directors or any of its office bearers has not received any commission from the insurance service provider or agent thereof.

- (d) The contracting agency shall be responsible for payment of maternity benefit to the individual employee deployed under the contract and who are eligible for payment of such benefits under the provisions of the Maternity Benefit Act, 1961. UIDAI shall reimburse the benefits paid by the contracting agency to the employee concerned subject to the fulfillment of the eligibility criteria. The date of commencement of the contract or the actual deployment of the individual employee, whichever is later, shall be treated as the starting date for calculating the qualifying period under Section 5(2) of the Maternity Benefit Act, 1961.
- (e) UIDAI will reimburse the bonus, if any, paid to the personnel only if it is satisfied that the payment of such bonus cannot be covered under the lump sum basic remunerations and such payment is an essential requirement under the law and the personnel to whom such bonus is paid has actually been deployed at UIDAI for the period to which such bonus pertains. The contracting agency shall take the prior permission from UIDAI for payment of any such bonus.
- (f) The manpower deployed under the contract shall be entitled to one Casual Leave in a month and if the individual manpower takes leave more than the entitled, the substitute is to be provided by the contracting agency to the Authority. In case the substitute is not provided by the contracting agency, the payment will be deducted from the salary of the employee as per calculation given below:

$\text{Deduction for absent /day} = \text{Total Salary} / 22 \text{ (For 05 days working)}$

- (g) The casual leave shall be granted only on the recommendation of the controlling officer of the individual manpower. Further, the maximum casual leave that can be granted to an individual manpower at a stretch shall be four.
- (h) Where an individual manpower is called for duties for the entire week without any weekly off, i.e. both on Saturday and Sunday, he or she will be entitled to one compensatory leave for that week.
- (i) The unused casual leave at the end of the contract shall expire and there shall be no payment against the leave remaining unused.

- (j) Resources deployed under this contract shall normally not be required to travel. However, when an individual manpower is required to travel for duties assigned by the controlling officer (not below the level of ADG), he/she will be entitled to travelling and daily allowance as applicable to a Central Government servant of the lowest pay level. All travel claims shall be reimbursed through contracting agency.
- (k) Any exceptional payment not foreseeable by the contracting agency in respect of persons deployed at UIDAI, such as gratuity on account of death or permanent disabilities of the resource, shall be reimbursed only if such payment is essentially required under the law, not covered under the insurance and has been made after prior approval of the UIDAI.

### 3.4 Hiring of personnel

- (a) The Agency shall be solely responsible for hiring of suitable and efficient resources for UIDAI. No additional cost shall be paid for hiring of manpower.
- (b) UIDAI may require the resources to qualify in employability assessment test of knowledge, aptitude and/or skill based test. Such tests shall be conducted by UIDAI or any agency engaged by it for this purpose. The cost of such tests shall be borne entirely by the UIDAI.
- (c) In case the employability assessment test is conducted by the UIDAI or any agency deputed by it, the ranking of candidates will be based on the score obtained by them in the test and their deployment shall be as per the ranking list.
- (d) Once notified by the UIDAI, the Agency should be able to provide minimum number of profiles as mandated within 14 days’ post notification of requirement by the concerned official from UIDAI.
- (e) At the commencement of the contract, the Agency shall provide eligible and suitable profiles, which shall be at least 1.5 times of the total positions that are to be filled at each office of the UIDAI for appearing in the test. For subsequent vacancies, the minimum number of eligible candidates required to appear in the test shall be two times of the number of personnel required by the UIDAI or 10 whichever is higher. The Agency may shortlist a little more than the minimum number of candidates required to appear in the test so as to meet the contractual conditions even if some of the shortlisted candidates do not appear in the test.
- (f) The contracting agency shall ensure that the selected candidate is deployed at UIDAI within five working days of communication of his/her selection to the Agency.
- (g) UIDAI in consultation with the testing agency shall determine the passing criteria in the test. The same shall be binding on the manpower agency.
- (h) The Agency, with the approval of the UIDAI, may maintain a panel of waitlisted candidates who have passed the employability test but who could not be deployed at UIDAI for whatsoever reason. Such panel can be used to deploy the manpower against future requirements. The validity of such panel shall, however, lapse on completion of one year from the date of approval of the panel.
- (i) The contracting agency shall ensure that the individual resource deployed in the UIDAI conforms to the technical specifications of age, educational, skill qualifications and experience prescribed in 3.2 Job Specifications of Resources of the Tender Document and test conducted by the testing agency.
- (j) The persons deployed by the Agency should not have any Police record/criminal cases against them. The agency should make adequate enquiries about the character and

antecedents of the persons whom they are recommending. Any person deployed by the contracting agency should not indulge in act of misconduct. In case any such incident comes to the knowledge or brought to the knowledge of Authority, the contracting agency will withdraw such person immediately and the Authority will be at liberty to take appropriate action against such person as well as contracting agency.

- (k) The contracting agency shall conduct a thorough background verification of the candidate at its own cost. The background verification shall essentially include the verification of the following credentials:
  - i. Verification of education and academic credentials
  - ii. Verification of prior employment
  - iii. Criminal background checks for convictions including police verification
  - iv. Address verification
- (l) The Agency shall submit the report of background verification of the candidate within one month of his/her deployment at UIDAI.
- (m) The contracting agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
- (n) The copies of appointment letter issued to the personnel deployed in the Authority shall be provided to the Authority.

### 3.5 Human Resource (HR) management

- (a) The UIDAI follows Central Government’s office timings and has five working days (i.e. Monday to Friday) in a week from 0930 hrs to 1800 hrs with a lunch break of ½ hour from 13:30 hrs to 14:00 hrs. The employees will have two weekly days off. Besides this, the UIDAI also observes the Gazetted holidays notified by the Government of India from time to time. However, the work hours may be rescheduled on shift basis and the employees may have to report for work occasionally on weekend or holidays.
- (b) The attendance shall be recorded on the Aadhaar Enabled Biometric Attendance System and shall be made available to the contracting agency immediately on completion of a month. All personnel deployed under the contract shall adhere to punctuality in the strictest sense.
- (c) The contracting agency shall disburse the remunerations to the individual manpower within three working days from the receipt of attendance details from the UIDAI through electronic transfer directly in the bank account of the individual manpower. The contracting agency shall submit the proof of disbursement of remuneration to the individual manpower along with the monthly invoice.
- (d) All the personnel employed by the contracting agency shall adhere to the security policy of UIDAI and should follow the policy of UIDAI in terms of software, configuration and services.
- (e) The contracting agency shall preserve a copy of the following documents in respect of the individual manpower who will be deployed by it in the UIDAI and submit the same to the UIDAI on quarterly basis.
  - i. List of persons deployed.

- ii. Bio-data of the persons along with the certificates in respect of educational/ professional qualifications etc.
  - iii. Self-Attested copy of matriculation certificate containing date of birth.
  - iv. Certificate of verification of antecedents of persons by local police authority including background verification.
  - v. Detailed proof of identity like Aadhaar, driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in UIDAI
  - vi. Signed NDA
  - vii. Signed undertaking by the individual manpower.
- (f) Where the reserve panel is available, the contracting agency shall replace within five working days if any of its personnel are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving a written notice from Authority. UIDAI will serve a notice of one month or pay the salary against the notice period in case an employee of the contracting agency is removed for the reasons other than those mentioned herein.
- (g) Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time without assigning any reason by giving a notice of one month.
- (h) Any person deployed at UIDAI under the contract, may not be allowed to be discontinued by the contracting agency without serving a notice one month prior to the intended exit of such person. The failure to serve the mandatory notice period of one month by the person shall result in deduction of corresponding amount equal to the remuneration and other charges pertaining to unserved notice period from the payment due to the contracting agency.
- (i) The personnel deputed to UIDAI shall not be changed by the agency in any circumstances unless there is a specific request, from UIDAI in writing.
- (j) The Authority shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment's or vehicles of the personnel of the contracting agency.
- (k) The contracting agency shall be responsible for any damages done to the property of the Authority by the personnel so employed. The UIDAI will be free to recover it from the performance security given by the contracting agency or from any other monthly payments to contracting agency.
- (l) The contracting agency's personnel working should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the Agency commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their instant removal from site of work, if required by the UIDAI.
- (m) The contracting agency shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, gutka, smoking, loitering without work etc.



- (n) The contracting agency’s personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/ secret nature. UIDAI may require the persons deployed under the contract to sign an Undertaking in the form annexed at clause 6.6 Appendix F.
- (o) The contracting agency shall provide Photo Identity Cards to all the outsourced employees and two set of uniforms to all Support Staff and Drivers within 30 days of their deployment. Uniform shall be provided every year and shall include cotton shirt and trousers for male employees and salwar suit or saree blouse for female support staff and safari suits for drivers. The cost towards providing the identity card and the uniform shall entirely be borne by the contracting agency. The Support Staff and Drivers are required to always wear the uniform while on duty.
- (p) The contracting agency shall nominate a Coordinator in writing for each office of the UIDAI where the manpower is deployed under the contract, who will be responsible for interaction with UIDAI in all matters related to manpower outsourced by that Agency, including submission of bills, submission of certificates relating to statutory authorities/payments, providing replacements on time-bound basis, supply of additional manpower, if required, on emergent basis. The Coordinator will also be responsible for ensuring attendance and punctuality of outsourced manpower and thereon address the grievances of its resources so deployed.
- (q) Contracting agency shall ensure bimonthly meeting with deployed manpower to attend their grievances. Contracting agency shall ensure that deployed resources shall not make any representation directly to UIDAI.
- (r) The UIDAI shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- (s) The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the UIDAI during the currency or after expiry of the contract.

### 3.6 Compliance with labour legislations and other legal obligations

- (a) The contracting agency is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract or receiving certificate of principle employer from concerned officer to compliance the contract labour regulation. If the contracting agency fails to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall be reviewed and liable for action as per contract labour regulation.
- (b) For all intents and purposes, the contracting agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Unique Identification Authority of India. The persons deployed by the contracting agency in the Authority shall not have claims of any Employer and

Employee relationship nor have any principal and agent relationship with or against the Authority.

- (c) The contracting agency's personnel shall not have any right to claim any benefit/compensation /absorption/regularization of services with the Authority under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect in the form annexed at clause 6.6 Appendix F will be required to be submitted by the contracting agency to this office.
- (d) The contracting agency will be responsible for compliance of all statutory provisions including but not limited to Minimum Wages, Bonus, Employees Compensation, Provident Fund, Employees State Insurance, Maternity Benefits, Contract Labour (R&A) Act etc. in respect of the persons deployed by it in the UIDAI.
- (e) The contracting agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to UIDAI to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the contracting agency fails to comply with any statutory/ tax liability under appropriate law, and as a result thereof the UIDAI is put to any loss/obligation, monetary or otherwise, the UIDAI will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- (f) The contracting agency shall maintain all statutory registers as required by the Law. The agency shall produce the same, on demand, to the concerned authority of the UIDAI or any other authority under Law.
- (g) The transportation, food, medical and other statutory requirements in respect of each personnel of the contracting agency will be the responsibility of the contractor and the Authority will not entertain any claim in this regard.
- (h) The contracting agency shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The Authority shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Agency's employees performing duties under the contract.
- (i) The contracting agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The UIDAI shall, in no way, be responsible for settlement of such issues whatsoever.
- (j) In case of the termination of the contract on its expiry or otherwise, the persons deployed by the contracting agency shall not be entitled to any claim for absorption or for any relaxation. The person deployed by the contracting agency shall be the employees of the Agency for all purpose.
- (k) The agreement shall be deemed to have been concluded in the National Capital Territory (NCT) of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and Court within NCT of Delhi will have Jurisdiction to the exclusion of other courts.
- (l) The contracting agency shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the Authority.
- (m) The contracting agency shall submit a declaration cum indemnity bond to indemnify the Authority, its officers and employees and representatives against all third party claims, charges, penalties, fines, expenses, losses, damages, costs, suits or any other levy against

the Authority and/or the officers and employees due to the failure of the Contractor to observe or follow any of the laws in the pro forma prescribed at clause 6.7 – Appendix G.

### 3.7 Deliverables and Service Level Agreement

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

Sl. No.	Deliverable	Service level Agreement (SLA)	Penalty
(i)	Providing minimum number of profiles as mandated post notification of requirement for conducting test for hiring of candidates	Clause 3.4 (d) Within 14 days’ post notification of requirement by the concerned official from UIDAI clause 3.4 (d)	Rs. 200 for delay of each working day on each occasion
(ii)	Number of candidates appearing in the test	Clause 3.4 (e) At the commencement of contract: Minimum 1.5 times of the total positions that are to be filled at each office of the UIDAI. For subsequent vacancies: Minimum 2 times of the total positions that are to be filled or 10, whichever is higher.	Rs. 1,000 for each occasion of shortfall
(iii)	Deployment of resources	Clause 3.4 (f) Within five working days of communication of selection of candidate to the Agency Clause 3.5 (f) To provide replacement from reserve panel Within five working days of communication if any of the personnel is unacceptable to the UIDAI on certain grounds	Rs. 200 for delay of each working day on each occasion
(iv)	Submission of Background Verification Report of persons deployed at UIDAI	Clause 3.4 (l) Within one month of deployment of a candidate at UIDAI	Rs. 200 for delay of each working day on each occasion
(v)	Disbursement of remunerations to the manpower	Clause 3.5 (c) Within three working days from the receipt of attendance details from the UIDAI	Rs. 200 for delay of each working day on each occasion
(vi)	Issue of identity card to all personnel and uniform to Support Staff and Drivers	Clause 3.5 (o) Within 30 days of deployment.	Rs. 200 for delay of each working day on each occasion
(vii)	Support staff and drivers not wearing uniform	Clause 3.5 (o) Always while on duty	Rs. 100 on each reported instance.

(viii)	Policy for medical insurance and work compensation insurance of individual manpower not covered under ESI Scheme	Clause 3.3.2 (c) Within 15 days of deployment.	Rs. 200 for delay of each working day on each occasion
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- (b) The SLAs shall be enforced by respective offices where manpower is deployed under the contract.
- (c) The maximum SLA based penalties that can be levied under the contract shall be 10 per cent of the service charge claimed by the contracting agency in the monthly invoice.

## Section 4 – General Conditions of Contract

### 4.1 General Provisions

#### 4.1.1 Definitions

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

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

#### 4.1.2 Relationship between the Parties

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

#### 4.1.3 Law Governing Contract

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

#### 4.1.4 Language

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

#### 4.1.5 Notices

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

#### 4.1.6 Authorized Representatives

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

#### 4.1.7 Taxes, Duties and Other Statutory Payments

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

#### 4.1.8 Fraud and Corruption

##### 4.1.8.1 Definitions

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

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

- (d) **“coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of work under Engagement.

#### **4.1.8.2 Measures to be taken by the Purchaser**

- (a) The Purchaser may terminate the Engagement if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that work under Engagement, without the Bidder having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
- (b) The Purchaser may also apply sanction/s against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/ Engagement if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the activities as mentioned in the Scope of Work;

#### **4.1.8.3 Commissions and Fees**

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

#### **4.1.9 Limitation of Liability**

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

#### **4.1.10 Performance Bank Guarantee**

- (a) Within 14 days after the issuance of Notification of Award by the Purchaser to the Bidder, the successful Bidder shall furnish a Bank Guarantee towards performance security which shall be five per cent of the total contract value specified in the

notification of award, to the Purchaser from a scheduled bank as per Section 6.4 Appendix D – Performance Bank Guarantee.

- (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 shall be invoked by UIDAI in the event the successful bidder:
  - i. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of UIDAI,
  - ii. Misrepresentations of facts/information submitted to UIDAI.
- (d) The bank guarantee deposit shall be released after completion of the Engagement term along with an additional 90 days period.

#### **4.1.11 Conflict of Interest**

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

### **4.2 Commencement, Completion, Modification and Termination of Engagement**

#### **4.2.1 Effectiveness of Engagement**

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

#### **4.2.2 Expiration of Engagement**

This Engagement Contract shall expire at the end of such time period as specified in Section 4.2.8.

#### **4.2.3 Entire Agreement**

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

#### **4.2.4 Modifications or Variations**

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

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

#### **4.2.5 Force Majeure**

##### **4.2.5.1 Definition**

- (a) For the purposes of this Engagement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about



by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood 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.

#### ***4.2.5.2 No Breach of Terms and Conditions***

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

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

#### ***4.2.5.3 Measures to be taken***

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

#### 4.2.6 Suspension

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

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

#### 4.2.7 Termination

##### 4.2.7.1 By Purchaser

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

- (a) If the Bidder does not remedy a failure in the performance of their obligations as per the Scope of Work defined in Section 3 of the RFP, 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 in Section 3.
- (d) If, as the result of Force Majeure, the Bidder is unable to perform Services for a period of not less than sixty (60) days.
- (e) Purchaser may by written notice sent to the Bidder, terminate the Engagement, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of work is terminated, and the date upon which such termination becomes effective.
- (f) If the Bidder submits to Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.
- (g) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Purchaser.
- (h) If the Bidder fails to provide the quality services as envisaged as per the scope of work defined. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Purchaser may decide to give one chance to the Bidder to improve the quality of the services.
- (i) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Section 4.15– Settlement of Disputes hereof.
- (j) The Purchaser may, without prejudice to any other remedy for breach of Terms and Conditions, by 60 days prior written notice of default sent to the Bidder, terminate the Engagement in whole or in part:

- i. If the Bidder fails to deliver Services within the time period(s) specified in the RFP, or any extension thereof granted by the Purchaser; OR
- ii. If the Bidder fails to perform any other obligation(s) under the Terms and Conditions.

#### ***4.2.7.2 Cessation of Rights and Obligations***

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

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

#### ***4.2.7.3 Cessation of Services***

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

#### ***4.2.7.4 Payment upon Termination***

Upon termination of this Engagement pursuant to Section 4.2.7.1, the Purchaser shall make the following payments to the Bidder:

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

#### ***4.2.7.5 Disputes about Events of Termination***

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 4.2.7.1 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Section 4.15– 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.

#### ***4.2.8 Extension of Contract***

The Contract may be extended for a further period of two years on a year on year basis depending upon the manpower requirement and performance of the agency

#### ***4.2.9 Period of Contract***

The contract will be initially for a period of one year which may be extended for a further period of two years on a year on year basis depending upon the manpower requirement and performance of the agency.

### 4.3 Obligations of the Bidder

#### 4.3.1 General

##### 4.3.1.1 *Standard of Performance*

The Manpower 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 manpower. The Bidder shall always act, in respect of any matter relating to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties. Bidder should follow and perform services as specified in Section 3 – Scope of Work and Terms of Agreement.

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

The payment of the Bidder pursuant to Section 4.6 – Payments to the Bidder 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 Section – 3 Scope of Work and Agreement.

#### 4.3.2 Confidentiality

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

#### 4.3.3 Accounting, Inspection and Auditing

The Bidder:

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

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

The Manpower 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 Manpower 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 utilizing the Manpower 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 utilizing the Manpower Services, and the Bidder shall, not later than upon termination or expiration of this Engagement / contract, deliver all such documents to the Purchaser utilizing the Manpower 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 Manpower 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. Selected bidder’s Personnel**

##### **4.4.1 General**

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

##### **4.4.2 Approval of Personnel**

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

#### **4.5. Obligations of the Purchaser**

##### **4.5.1 Assistance and exemptions**

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

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

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

If, after the date of signing the contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Manpower Agency for providing the services i.e. GST or any such applicable tax from time to time or and statutory payments which the Purchaser has promised to reimburse the contracting agency such as employer's contribution towards EPF and ESI, which increases or decreases, the cost incurred by the Manpower agency in performing the services, same shall be applicable to the cost of service under this engagement.

#### **4.6 Terms of Payment**

- (a) The contracting agency shall submit the monthly bills in triplicate enclosing the certificates as mentioned in this RFP as which shall be got duly certified by the officer in-charge and the same shall be paid within 15 days thereof after making recovery if any.
- (b) The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax and the GST Acts and Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
- (c) The contracting agency shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required.
- (d) The contracting agency will ensure the remittance of the salary to the personnel deployed by them in UIDAI through Bank Account and a copy of the bank statement will be furnished to this office every month along with the bills.
- (e) Proof of challan/receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESIC, invoice/proof of medical insurance and the workmen compensation coverage of resources payment of premium by the Agency and proof of payment towards other statutory dues for previous months shall be submitted with the bills. Otherwise, a certificate from a Registered CS should be furnished quarterly to the effect that all statutory requirements are complied with in respect of staff outsourced by the Agency to UIDAI. In case of any default, UIDAI will deduct the dues and release the balance amount to the Agency.
- (f) Any instance of non-payment or short payment of salaries to the personnel deployed in UIDAI shall be treated as breach of the contract.
- (g) The delay in payment of salaries to the personnel deployed in UIDAI shall attract penalty as per the SLA parameters defined in clause 3.7.
- (h) No Payment shall be made in advance to neither the Service Provider nor any loan from any bank or financial institution be recommended on the basis of work award.
- (i) The number of personnel at each level is indicated the Schedule of Requirement. This is the tentative estimated requirement and for the purpose of evaluation of this Bid. However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements.



- (j) All payments shall be made in Indian Rupees.

#### 4.7 Liquidated Damages

The liquidated damages shall be as per Clause 3.7 – Deliverables and Service Level Agreements (SLAs). The maximum SLA based penalties that can be levied under the contract shall be 10 percent of the service charge claimed by the contracting agency in the monthly invoice.

#### 4.8 Good Faith

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

#### 4.9 General

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

#### 4.10 Applicable Law

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

#### 4.11 Notices

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

#### 4.12 Subletting of Works

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

#### 4.13 Cancellation of Contract

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

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

#### 4.14 Operation of the Contract

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

#### 4.15 Settlement of Disputes

##### 4.15.1 Amicable Settlement

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

##### 4.15.2 Arbitration

- (a) If during the subsistence of this Contract/ Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract/ Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days’ notice to refer the dispute to arbitration to the other Party in writing.
- (b) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- (c) The Arbitration proceedings shall be held in Delhi, India.
- (d) The Arbitration proceeding shall be governed by the substantive laws of India.



- (e) The proceedings of Arbitration shall be in English language.
- (f) Except as otherwise stated, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
- (g) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
- (h) If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
- (i) It is a Scope of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- (j) It is also a Scope of the Contract that neither party shall be entitled for any interest on the amount of the award.
- (k) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- (l) The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- (m) Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- (n) Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

#### **4.16 Miscellaneous Provisions**

- (a) Nothing contained in letter of Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (b) The Bidder shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of services as per the scope of work.
- (c) The Bidder shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

- (d) The Bidder shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.
- (e) The Bidder shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (f) All claims regarding indemnity shall survive the termination or expiry of the Contract.

## Section 5 – Annexure – Standard Forms

### 5.1 Technical Proposal Submission Form

To:

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

Dear Sir:

With reference to your RFP Document I/we, the undersigned, having examined all relevant documents and understood their contents, hereby submit our offer to provide services for providing Manpower Services in UIDAI in accordance with your Request for Proposal 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. The proposal is unconditional and unqualified.

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

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

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

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

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

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

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

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

10. I/We certify that that \_\_\_\_\_(Company Name) has not been banned from carrying out business either with the entire Government of India or the Ministry of Electronics & IT, Govt. of India or the UIDAI as on date. I/We also undertake that a similar ban imposed before the award of the contract under this RFP shall disqualify the company from being considered and all claims arising out of this RFP, other than the refund of the bid security, shall stand forfeited.

11. I/We certify that M/s \_\_\_\_\_ (Company Name) is a Single Applicant in response to your RFP for Providing Manpower Services in UIDAI.

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

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

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

Date: \_\_\_\_\_

Seal: \_\_\_\_\_

**5.1.1 Unconditional Acceptance Letter of Terms and Condition of Tender****DECLARATION**

1. I, \_\_\_\_\_, Son/Daughter/Wife of Shri \_\_\_\_\_, Director/authorized signatory of the Agency mentioned below, am competent to sign this declaration and execute this tender document.
2. I/we hereby certify that I/we have inspected the site and carefully read and understood all the terms and conditions of the tender document which shall form part of the contract agreement and I/We undertake to abide by the conditions/clauses contained therein.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Authorized Signature[In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Seal: \_\_\_\_\_

**5.1.2 Forms related to Technical Bid*****Form 1: Pro forma for Technical Proposal***

1.	Name of the Agency	
2.	Brief profile of the Agency	
3.	Name of the Managing Director/CEO of the Agency	
4.	Full address of the Registered and Branch Offices	Form 2 enclosed at page no. _____
5.	Banker of Agency	(i) Name of the Bank and Branch: _____ (ii) Telephone number: _____ (iii) Address: _____
6.	Registration No. of the Agency	Type of legal entity (Company/ LLP/ Partnership/ Society/ Proprietorship/ Other _____) No. _____ Certificate of Incorporation/Registration is at Page ____
7.	GST Registration No.	No. _____ Copy of GST Registration at Page No. _____
8.	PAN	No. _____ Copy of PAN at Page No. _____
9.	Registration and Licence No. under Contract Labour (R&A) Act, 1970	No. _____ Copy of Registration at Page No. _____
10.	EPF Registration No.	No. _____ Copy of EPFO Registration at Page No. _____
11.	ESI Registration No.	No. _____ Copy of ESIC Registration at Page No. _____
12.	Financial Information	Form 3 enclosed at page no. _____
13.	Years of experience	Form 4 enclosed at page no. _____
14.	Bidder's capacity of satisfactorily completion of works	Form 5 enclosed at page no. _____
15.	Bidder's experience of providing similar service	Form 6 enclosed at page no. _____
16.	Geographical presence	Form 7 enclosed at page no. _____
17.	Details of the officer to whom all references shall be made regarding this bid	(i) Name: _____ (ii) Address: _____ (iii) Telephone No.: _____ (iv) Mobile No.: _____ (v) E-mail Id: _____

Authorized Signature[In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Seal: \_\_\_\_\_

**Form 2: Details of registered/ branch offices**

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

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

Authorized Signature[In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Seal: \_\_\_\_\_

***Form 3: Financial information of the Bidder***

The annual turnover from Manpower Services provided to various organizations during past three years is as under:

Sl. No.	Year	Total Turnover	Turnover from supply of manpower
		(Rs. in crore)	
1.	2016-17		
2.	2017-18		
3.	2018-19		

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

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Seal: \_\_\_\_\_



***Form 4: Years of operation in India***

<b>Criteria</b>	<b>Total no. of years of operation</b>	<b>Details of work in support of claim</b>
Years of operation in supplying manpower to Government Departments; Statutory/ Autonomous Bodies; Public Sector Undertakings, Banks and Financial Institutions or Information Technology company		Name of the Work: _____ Name of the Client: _____ Contract start date: _____ Contract end date: _____ Copy of work order/ proof of completion is enclosed at Page No.____

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Seal: \_\_\_\_\_

***Form 5: Bidder's Capacity***

<b>Sl. No.</b>	<b>Name of the Work</b>	<b>Name, Address and Telephone No. of the Client</b>	<b>Contract start date</b>	<b>Contract end date</b>	<b>Total value of work</b>	<b>Reference documents page no.</b>

Note: (i) Complete details three works of value Rs. 8.73 crore each per annum or two works of Rs. 10.92 crore each per annum or one work of Rs. 17.47 crore per annum during last five years ending on 31.08.2020 should be provided.

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

(iii) Bidders can give details of more than the minimum required number of works over the threshold value along with the requisite documents.

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Seal: \_\_\_\_\_

**Form 6: Bidder's Experience**

Sl. No.	Brief description of the work	Contract start and end date	No. of Manpower supplied continuously for one year under different Profiles			Reference documents page no.
1.			<b>Profile</b>	<b>No.</b>	<b>Skilled/ Unskilled</b>	
			Secretarial Assistant			
			Data Entry/ Computer Operator			
			Quality Check Operator			
			Other profiles (please specify)			
			Total			
			<b>Profile</b>	<b>No.</b>	<b>Skilled/ Unskilled</b>	
			Secretarial Assistant			
			Data Entry/ Computer Operator			
			Quality Check Operator			
			Other profiles (please specify)			
			Total			

Note: (i) Complete details two works claimed in support of bidder's experience of providing service of minimum 200 skilled persons with a minimum duration of one year under one agreement to two different clients during past 5 years ending on 31.08.2020.

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

(iii) Bidders can give details of more than the minimum required number of works for supplying more than the threshold number of skilled manpower along with the requisite documents.

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Seal: \_\_\_\_\_

**Form 7: Geographical Presence**

Sl. No.	Location	Name of the Work	Name, Address and Telephone No. of the Client	Contract start date	Contract end date	Total no. of persons provided	Reference documents page no.
1.	Delhi/NCR						
2.	Mumbai						
3.	Lucknow						
4.	Ranchi						
5.	Guwahati						
6.	Bengaluru						
7.	Hyderabad						
8.	Chandigarh						

Note: (i) Complete details in respect of work of providing service of minimum 30 persons with a minimum duration of one year at at least 5 (five) out of 8 (eight) locations as given above during past 5 years ending on 31.08.2020 may be provided.

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

(iii) Bidders can give details for more than the one work for each locations with more than the threshold number of manpower along with the requisite documents.

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Seal: \_\_\_\_\_

## 5.2 Commercial Proposal

**[Strictly to be kept ONLY in Packet 2]**

To

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

Dear Sir:

We, the undersigned, offer to provide services for *providing Manpower Services in UIDAI* in accordance with your Request for Engagement dated \_\_\_\_\_, and our Proposal. Our attached Commercial Proposal in the form of BOQ\_Manpower.xls is for the sum of [Insert amount(s) in words and figures\*] including GST.

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

Seal: \_\_\_\_\_

**5.2.1 FORM COM-2: Commercial Proposal**

#	Type of resource	Monthly Remuneration (Basic + Conveyance)	Employer's Contribution towards PF	Employer's Contribution towards ESI	Service Charges	GST	Total monthly cost per employee	Tentative man month	Estimated contract value for one year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=(3)+(4)+(5)+(6)+(7)	(9)	(10)=(8)*(9)
1.	Multi Tasking Operator (MTO)	26000	1950	0				4788	
2.	Support Staff (SS)	18300	1950	594.75				1140	
3.	Driver	22500	1950	0				24	
TOTAL									

**Important Note: Price Bid shall be submitted only in Packet 2**

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

- Costs shall be expressed in absolute terms in rupees up to two decimal points and not in percentage.
- The service charge quoted by the bidder shall include all the costs associated with the assignment. All costs including those required for fulfilment of scope of work of the contract including but not limited to cost towards providing identity card to all persons, cost towards providing uniform to the Support Staff and Drivers, hiring cost etc. are to be built in the service charge component. Similarly, cost towards discharging the liabilities under various labour legislations for which there is no commitment from UIDAI in the contract are to be built within the quotation for service charge.
- The cost towards providing medical insurance and workman compensation insurance to the individual manpower not covered under ESI Scheme, reimbursement of bonus, if required, and maternity benefits to the eligible employees and all other costs which UIDAI has committed to reimburse the contracting agency shall not be included in the commercial bid. Similarly, testing of candidates during hiring process shall be done by the Purchaser; hence cost towards this may not be included in the service charges.
- The total service charge indicated in the Commercial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.

**Section 6 – Appendix****6.1 Appendix A – 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****Bank Guarantee****Ref.....****No.....****Date.....**

To

Unique Identification Authority of India  
 Ministry of Electronics & Information Technology,  
 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”) for 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 notification of award and sign the contract 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 any of the aforesaid condition or 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.....2020.....at.....

**WITNESS**

.....  
.....

(Signature)

(Signature)

.....  
.....

(Name)

(Name)

.....

.....

(Official Address)  
Stamp)

(Designation with Bank

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

Dated.....



6.2 Appendix B – 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 6.1 (Appendix A) 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 notification of award and sign the contract 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: \_\_\_\_\_

### 6.3 Appendix C – Contract

#### CONTRACT

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

WHEREAS Purchaser is desirous of entering into a contract for providing manpower services at \_\_\_\_\_ with the Vendor, and has accepted to pay the Vendor the contract amount for provisioning of those goods & related Services at a total value not exceeding ..... (Rupees ..... ) (Hereinafter referred to as "the Contract Value").

AND WHEREAS the Vendor has agreed to provide Goods and Services as listed in Bid Document No \_\_\_\_\_, as per the rate(s) given in the table below mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Bid Document No \_\_\_\_\_ regarding \_\_\_\_\_ including

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

Clarifications issued by the Purchaser and successful bidder.

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

Order No. \_\_\_\_\_ dated \_\_\_\_\_ placed on the Vendor.

Acceptance of the order vide No. \_\_\_\_\_ dated \_\_\_\_\_ by the Vendor.

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

The Purchaser hereby covenants to pay the Vendor in consideration of the provision of the Goods and Services as listed in Table below and the remedying of defects therein , the Contract Value or

such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

TOTAL Contract Value: .....(Rupees .....)

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

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

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

Signature -----  
Name -----  
Designation -----  
Address -----  
Date -----  
Place New Delhi

Signature -----  
Name -----  
Designation -----  
Address -----  
Date -----  
Place New Delhi

In the presence of:

In the presence of:

Signature -----  
Name -----  
Designation -----  
Date -----  
Place : New Delhi

Signature -----  
Name -----  
Designation -----  
Date -----  
Place New Delhi

#### 6.4 Appendix D–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 for providing Manpower Services at UIDAI]” and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. .... (in words & figures).
2. We.....  
...(Name & Address of Bank Branch) having its Head office at ..... (hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....2020.....at.....

**WITNESS**

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

## 6.5 Appendix E– Non-Disclosure Declaration

### Non-Disclosure Declaration/Agreement

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

NOW THEREFORE,

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

It is hereby agreed as under:

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

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

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

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

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

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

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

For and on behalf of

(BIDDER)

Authorized Signatory Office Seal:

Name:

Place:

Designation:



## 6.6 Appendix F– Undertaking

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

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

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

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

(Signature)

Place: Name in full .....

Date : Role for which deployed .....

Office where deployed .....

Signed before me:

(Details of the representative of the service provider company)

(Signature)

Name in full: .....

Designation:.....

Date .....

Seal of the Company .....

## 6.7 Appendix G– Declaration-cum-Indemnity Bond

### DECLARATION CUM INDEMNITY BOND

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

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

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

WHEREAS the Contractor has entered into a contract with the Authority for “Providing Manpower Services at the Offices of the Authority”

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

AND WHEREAS it is one of the essential conditions of the Contract that the Contractor shall comply with all the provisions of the Labour and Industrial Laws, as may be applicable from time to time for the discharge and completion of the Services covered under said Contract by the Contractor including but not limited to the observance and compliance of The Contract Labour (Regulation and Abolition) Act 1970, The Child Labour (Prohibition and Regulation) Act 1986, The Employees’ Provident Funds & Miscellaneous Provisions Act, 1952, The Employees’ State Insurance Act 1948, The Minimum Wages Act, 1948, The Payment of Bonus Act, 1965, The Payment of Wages Act, 1936, The Employees’ Compensation Act, 1923, The Maternity Benefit Act, 1961 and other Labour Laws applicable to the contractor (hereinafter referred as the ‘Laws’).

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

NOW THIS DEED WITNESSETH AS UNDER:

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

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

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

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

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

SIGNED SEALED AND DELIVERED

By the within named "CONTRACTOR"

(Authorised Signatory)

Rubber Stamp of Firm/Company

Name:

Designation:

Date :

In presence of

Witness

Name & Address of Witness

Signature

1. \_\_\_\_\_

2. \_\_\_\_\_