

**TENDER DOCUMENT FOR HELPLINE OPERATOR in SSC(SR), Chennai**

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Government of India  
Ministry of Personnel, PG & Pensions  
Department of Personnel & Training  
STAFF SELECTION COMMISSION  
(Southern Region)

2<sup>nd</sup> Floor, EVK Sampath Building,  
DPI Campus, College Road,  
Chennai-600 006  
Dated the 26<sup>th</sup> May, 2022

No.3/8/2022-SR

**TENDER NOTICE**

Online Bids are invited by Staff Selection Commission (Southern Region), Ministry of Personnel, Public Grievances & Pensions under two bid system i.e., Technical Bid and Financial Bid from interested Service Providers for providing services of Helpline Operator in the premises of Staff Selection Commission(Southern Region), Chennai, hereinafter SSC(SR). The contract will be initially for a period of one year from the date of deployment of manpower extendable annually for a further period of two years by mutual consent on the same term and conditions.

1. Present requirement is for One Helpline Operator. However, the number may be increased depending on the requirement of this Office.
2. Complete Tender Documents can be downloaded from the website of this Office ([www.sscsr.gov.in](http://www.sscsr.gov.in)) as well as from the CPP Portal (<https://eprocure.gov.in/cppp>).
3. Interested Service Providers may submit the tender document online. Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand only) in the form of Account Payee Demand Draft/Bankers Cheque drawn in favour of Regional Director, SSC(SR) payable at Chennai in a sealed cover has to be submitted at the Reception Counter, SSC(SR), DPI Campus, 2nd Floor, EVK Sampath Building, College Road, Chennai 600006. EMD should be valid for 45 days from bid closing date. Bids not complete in all respects including required documents and/or failure to submit EMD by due date will be rejected summarily.
4. The last date and time for submission of tender is **31/05/2022** up to 11:00 AM. The last date for submission for EMD is **31/05/2022** up to 11:00 AM. Tenders received after this deadline shall not be entertained under any circumstances whatsoever.
5. Application fee of Rs. 500/- has to be paid through NEFT to A/c. No: 2543002100216323, Punjab National Bank, Nungambakkam Branch [IFSC: PUNB0254300], Chennai. Receipt may be emailed to [sscsr.tn@nic.in](mailto:sscsr.tn@nic.in).
6. The Regional Director, Staff Selection Commission (Southern Region) reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Regional Director, SSC (SR), Chennai in this regard shall be final and binding on all.

(T.A. Kandhan)  
Deputy Director  
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## **1. PRE-QUALIFICATION CRITERIA**

1.1 The bidder should be a Company or limited liability Partnership firm or Proprietorship Firm/Partnership registered in India and should have been in operation for a period of at least three years as on bid publishing date. *Consortiums, Joint Ventures, Trust and Societies are not eligible for participating in this bid.* **Certificate of incorporation/Registration of Firm to be attached.**

1.2 The bidder must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past three years or in the process of being declared bankrupt / insolvent before any designated authority in India. **Undertaking to this effect to be submitted.**

1.3 The bidder / any of its Directors / Partners etc. should not have been blacklisted by any Govt. Organization/ Department or convicted for any offence by any court of law, as on date of publishing of bid. **(Annex I).**

NOTE: Documents /Information with respect to Pre-Qualification Criteria shall also be uploaded/submitted with Technical Bid and the same will be evaluated along with Technical Bid.

## **2. SCOPE OF WORK**

- (i) Staff Selection Commission(Southern Region) have two Help lines viz., one Mobile and one Landline connection and candidates call these two numbers to get requisite assistance relating to Commission's examinations and other related information. Helpline Operator deployed by the agency has to handle these queries. He/she has to be present in our office to handle the calls in this Regional Office. The required inputs/information will be provided by this Regional Office and will also be made available in our website ([www.sscsr.gov.in](http://www.sscsr.gov.in)).
- (ii) Helpline Operator has to handle queries from 09:30 Hours to 18:00 Hours (Lunch Break: 13:30 Hours to 14:00 Hours) on all working days and any other day specified by the Commission.
- (iii) The Helpline Operator should be able to speak English, Hindi, Telugu and Tamil proficiently and has to reply to queries in these four languages as the case may be.
- (iv) Job requirements also involve collecting and compiling statistics and operating the Computer on the following parameters:
  - (a) Number of calls received per day along with State/UT name of the caller viz., Andhra Pradesh, Puducherry, Tamil Nadu and Telangana have to be maintained;
  - (b) Individual queries to be noted down separately;
  - (c) Gist of information provided through Helpline to be maintained.
- (v) Report on the parameters cited above should be compiled on a weekly basis and sent to this Regional Office every Monday in the following proforma or make data entry in the computer in use:

Date: dd-mm-yyyy

Number of calls received on that day:

Name	State/ UT	Name of Exam	Query	Gist of reply	Mobile Number	Remarks

### 3. TERMS AND CONDITIONS

#### 3.1 General Conditions:

- (a) The Service Provider shall have to furnish full name(s), father's/husband's name, date of birth, full residential address (present and permanent), Contact Numbers of the Helpline Operator(s) before deploying in the office.
- (b) The Service Provider shall be responsible to get the character and antecedents of the deployed staff verified from Police Department before deployment in SSC, SR.
- (c) The Service Provider shall have to submit medical fitness certificate in respect of the Helpline Operator before deployment in SSC, SR.
- (d) The Helpline Operator should be polite, patient and courteous while dealing with the candidates.
- (e) The Service Provider will be responsible for the conduct and behavior of the person engaged as Helpline Operator.
- (f) If the deployed person come late or leaves early, deduction of the daily rate shall be made on half-day basis.
- (g) In case operator is absent on a particular day, a substitute has to provided immediately by Service provider. If substitute is not provided, daily rate/pro rata rate shall be deducted from the bill for the month.
- (h) If, at any point of time, the services of the Helpline operator provided by the Service Provider are found to be unsatisfactory or not to the expected level in any manner, the Service Provider shall change the worker immediately.
- (i) The Service Provider shall be directly responsible for settlement of any dispute or grievance of the Helpline Operator relating to their deployment in the SSC, SR and any other matters that may arise and this Office, in no way, be responsible for settlement of such issues/disputes.
- (j) Any liability regarding payments of Salary to the Helpline Operator arising due to non-compliance with any human loss/injury during the course of work will be the sole and personal responsibility of the Service Provider.
- (k) The contract does not amount to employment with the Government of India nor confer any right on the Service Provider or the Helpline Operator engaged by the Service Provider, nor any representation to the Government as to the possibility or preference in employment at any time in future in respect of any personnel of the Service Provider in any Office/establishment of the Government.
- (l) Successful bidder has to sign the Master Service Agreement as given at Annexure III.

#### 3.2 Commission's right to accept or reject any bid:

SSC(SR) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action. Any deviations/irrelevant specifications in this tender will not be accepted. Final decision of accepting or rejecting any/all bid(s) will be at the sole discretion of Regional Director, SSC (SR).

#### 3.3 CLARIFICATIONS:

To assist in the examination, evaluation and comparison of bids, SSC(SR) may, at its discretion, ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained after opening of the tender.

#### 3.4 PLACEMENT OF ORDER:

SSC(SR) shall consider placement of order on the bidder whose offer has been found technically qualifying and commercially least. SSC (SR) has full rights to place order on fully or partially.

3.5 DELIVERY TERMS:

The date of commencement of work will be mentioned in the Work Order.

3.6 PAYMENT TERMS:

(a) No advance payment will be made. Payment will be released within 15 days against the bill/invoice raised after the completion of each month.

(b) GST/TDS, if applicable, will be applied/deducted at the prevailing rate.

3.7 LIQUIDITY DAMAGES:

SSC(SR) has the right to impose fine and recover from the contractor for non-compliance of requirements and/or Service Level Agreements. Decision of Regional Director, SSC (SR) will be final and binding.

3.8 CONTRACT PERIOD:

The contract period will be one year initially and may be extended by the Commission on exigencies by two more years on yearly basis on same terms and conditions.

3.9 CANCELLATION OF CONTRACT:

Notwithstanding anything contained in the Tender Notice, SSC(SR), Chennai reserves the right for cancellation of purchase order / work order with one month notice without assigning reasons thereof or if the products / service are found unsatisfactory.

3.10 SETTELEMENT OF DISPUTES:

Any dispute or difference whatsoever arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, application, meaning, scope, operation or effect or termination there shall be appealed to Appellate Authority, the Regional Director, SSC(SR). If still aggrieved, the same shall be referred to and finally resolved by a Sole Arbitrator, who will be designated by Regional Director SSC(SR)/ Competent Authority and such proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 for the time being in force or as amended from time to time. The award made in pursuance thereof shall be final and binding on the parties. The parties hereby agree that the Courts in the city of Chennai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by Sole Arbitrator hereunder shall be filed (if so required) in the concerned Courts in the city of Chennai only. The arbitration shall be conducted in English language.” In the event the Arbitrator being unable or refusing to act for any reason whatsoever, another person shall be designated by Regional Director SSC(SR)/ Competent Authority to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to

arbitration proceedings will be the Arbitration and Conciliation Act, 1996 for the time being in force or as amended from time to time or any other enactment in replacement thereof. The language of the proceedings will be in English and the place of proceedings will be Chennai. The parties hereby agree that the Courts in the city of Chennai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Chennai alone.

3.11 Primary Mode of Communication: Primary mode of communication will through email.

3.12 MASTER SERVICE AGREEMENT / CONTRACT:

The successful Tenderer shall be required to enter into an Agreement with SSC within 15(Fifteen) working days of receipt of Letter of Intent through email on a non-judicial stamp paper of Rs.100/- (One Hundred only) (as per prescribed proforma) at their own cost and in the form Annexure III to this effect.

3.13 The SSC reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor at any time before the award of the work. The action of SSC under this clause shall not construe as breach of contract.

SERVICE LEVEL AGREEMENTS

S.No.	Objective	Target/ Measurement	Penalty
1	Punctuality of Helpline Operator	100%	Up to 10 minutes - No penalty More than 10 minutes - One hour of remuneration per each time period of 10 minutes
2	Helpline Operator absent for the day	Zero Days	Two days of remuneration per each absent day
3	Complaints about Helpline Operator	Nil	Rs.100 to Rs.200 per complaint on established complaints and as per the discretion of Regional Director, SSC(SR).
4	Data entry of Queries	99%	Rs.25 for each instance of lapse.
5	Provision of substitute by Service Provider in case of absence or on request of Commission	100%	Half day of remuneration per each hour of non-provision



## TECHNICAL BID QUALIFICATION CRITERIA

The Tendering Agency/Service must fulfill the following technical specifications in order to be eligible to be clearing the technical evaluation of the bid:

- (i) The Office of the Service Provider should be located in Chennai. Documentary proof such as Self Attested copy of Telephone bill/Electricity Bill/Registered Lease Deed indicating the address at Chennai should be furnished.
- (ii) The bidder should be a Company or limited liability Partnership firm or Proprietorship Firm. A copy of the Certificate of Registration issued by Registrar of Companies / partnership deed/ documents of incorporation have to be included.
- (iii) The agency should have a minimum of three years' experience in the field of handling Helpline Queries and Data Entry related work to organizations like UPSC/SSC/State Public Service Commission/ Railway Recruitment Board/ Railway Recruitment Cell/ PSUs/ any other Central Govt. Autonomous Bodies with proven track record (attach documentary proof in support of claim) involved in similar activities.
- (iv) The agency must have positive networth and gross turnover of at least Rs.10.00 Lakh (Rupees Ten Lakh) during last three financial years (i.e. 2018-19, 2019-20 & 2020-21) (Audited Profit & Loss Account and Balance Sheet of last three years, duly signed and stamped by seal of Bidder, along with breakup of the turnover for helpline service activities must be submitted). Copies of turnover statements duly certified by the authorized person are to be furnished along with the technical bid and copies of Income Tax Returns for the last three years i.e., 2018-19, 2019-20 and 2020-21.
- (v) The Helpline Operators has to be proficient in Tamil, Telugu, Hindi and English languages. An undertaking that only personnel having proficiency in Tamil, Telugu, Hindi and English languages will be deployed for handling Helpline Queries has to be provided.
- (vi) The Service Provider should have their own Bank Account. The certified copy of the account maintained for the last one year issued by the Bank/copy of passbook/self-attested bank statement shall be furnished with bid documents.
- (vii) The Service Provider/bidder must submit an undertaking regarding implementation of Minimum wages applicable as per Government of Tamil Nadu with bid documents,
- (viii) Service provider should have provided the required service for last three Financial years (i.e. , 2018-19, 2019-20 and 2020-21)
- (ix) Bidder should have registered for GSTN Number. Copy of GST registration should be enclosed.
- (x) Bid validity shall be for 45days;
- (xi) More than one bid shall not be accepted from one party.
- (xii) Conditional bids will not be accepted.
- (xiii) If it is found that the information/certificate furnished by the participating Service

Provider is incorrect/wrong or fake, the service provider shall be blacklisted, its bid will be rejected and EMD/Performance security will be forfeited.

- (xiv) Declaration form as given at Annexure II has to be signed by authorized person and uploaded in Technical Bid Document.

### **Note on Technical Bid**

- The technical bids are of qualifying nature only. The bidder who is failing to satisfy the criteria as mentioned in this document or is not providing satisfactory proof of fulfilling any of the criteria will be considered as disqualified in the technical bid stage.
- Every bidder will have to qualify in the technical bid stage to be considered for the financial bid stage. In other words, financial bids of only those bidders will be opened who qualifies in the technical bid stage as per the criteria mentioned above.

**PROFORMA FOR TECHNICAL BID**

For Providing Helpline Operators

**(To be prepared and uploaded as Financial Bid document)**

1.	Name of Service Provider	
2.	Whether Company or limited liability Partnership firm or Proprietorship Firm or Partnership	
3.	Full address of Registered Office Telephone Number Email address	
4.	Full address of Operating/Branch Office Chennai along with Telephone number and Email address	
5.	Name of the Bank with full address (attach Bankers certificate of account maintenance/self attested copy of passbook or bank statement for the last one year) Telephone number of bank	
6.	GST Registration No.	
7.	Statutory requirements: (a) whether the Service Provider is registered with Labour Department of State Government. (b) Whether the Service Provider is registered under the ESI and EPF as per applicability.	
8.	ESI, EPF, Labour Registration No.	
9.	Annual Financial turnover for the last three years	
10.	Whether Service Provider is blacklisted	

Signature of Authorised Signatory

Full Name: \_\_\_\_\_

Designation:

\_\_\_\_\_  
(Seal of Service Provider/Company)

**Note on FINANCIAL BID**

- If bidder quotes the Administrative Charge as zero/nil, it shall be treated as an invalid bid and the Bid will be rejected.
- The Administrative Charges per worker per month quoted by the bidder in the Financial Bid shall be commensurate with the administrative and supervisory efforts required for executing the contract.
- The bidder shall quote monthly wages rate per worker, which shall not be less than the minimum wages prescribed by Government of Tamil Nadu under the Minimum Wages Act applicable at the time of bid.
- The Commission shall correct (increase or decrease) the rates of statutory payments if there is a variation in the rates quoted by the bidder and those notified by the Government.
- The rate of GST prevalent on the date of tender, should be clearly indicated in the tender itself.

**Proforma for Financial Bid**

**(To be prepared and uploaded as Financial Bid document)**

Subject: Financial Bid for providing Helpline Operator

Sir,

With reference to your tender Notice No. 3/8/2022-SR dated \_\_\_\_April, 2022 on the subject mentioned above, I/We quote the rate for above mentioned work as under:

S. No.	Component	Rate
1.	Monthly Rate (per head)	
2.	EPF @____% of S. No.1	
3.	ESIC @____% of S. No.1	
4.	Administrative Charges	
5.	Any Other Charges	
6.	GST @____% of sum of 1 to 5	
	Total	

Note:

- 1) All rates to be quoted in Indian Rupees only.
- 2) No column should be left blank.
- 3) In case the gross total is wrong the bid shall be treated as non-responsive.

I/We accept all the terms and conditions.

Signature of Authorised Signatory  
Full Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
(Seal of Service Provider)

**ANNEXURE 1**

**DECLARATION OF BLACKLISTING/NON-BLACKLISTING FROM TAKING PART IN GOVERNMENT TENDER BY SSC/GOVT. DEPTT**

(To be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the Agency)

I /We Proprietor/ Partner(s)/ Director(s) of M/s.\_\_\_\_\_ hereby declare that the firm/company namely M/s.\_\_\_\_\_ has not been blacklisted or debarred in the past by SSC or any other Government organization from taking part in Government tenders.

Or

I /We Proprietor/ Partner(s)/ Director(s) of M/s.\_\_\_\_\_ hereby declare that the firm/company namely M/s.\_\_\_\_\_ was blacklisted or debarred by SSC, or any other Government Department from taking part in Government tenders for a period of years w.e.f .The period is over on and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o RD (SR), SSC, Chennai-600006, and EMD/SD shall be forfeited. In addition to the above O/o RD (SR), SSC, Chennai-600006, will not be responsible to pay the bills for any completed / partially completed work.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Capacity in which as signed: \_\_\_\_\_

Name & address of the firm: \_\_\_\_\_

Date:

Signature of Agency with seal

**Declaration**

I \_\_\_\_\_ S/o \_\_\_\_\_ Proprietor/Director  
of the Service provider/company, mentioned above is competent to sign this declaration and  
execute this tender.

2. I have carefully read and understood all the terms and conditions, as mentioned in the  
tender documents, and undertake to abide by them.

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/document(s) would lead to rejection of my/our tender  
besides liabilities for prosecution under appropriate law.

Signature of Authorized Signatory

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

(Seal of Service Provider/Company)

Place:

Date:



PROFORMA OF MASTER SERVICE AGREEMENT (MSA)  
for Award of Helpline Operator Contract

STAFF SELECTION COMMISSION (SR), Chennai  
Tender No. 3/8/2022-SR

**AGREEMENT**

This agreement made this day of \_\_\_\_\_ at Chennai, India between the Staff Selection Commission (Southern Region), 2nd Floor, EVK Sampath Building, DPI Complex, College Road, Chennai 600006, hereinafter called the Commission, represented by the Deputy Director on one part and XYZ., hereinafter called the Service Provider, on the other part which shall include its executors, administrators and representatives in interest.

WHEREAS the First Party is an attached office of Department of Personnel & Training of the Government of India

WHEREAS the Second Party is engaged in the business of providing Helpline Services

WHEREAS the First Party proposed to engage an experienced and professionally qualified Agency to provide Helpline Services at Staff Selection Commission (SR), Chennai 600 006.

WHEREAS the Second Party has expressed their keen desire to deploy One Helpline Operator for the services to the First Party under this Agreement. The Second Party has also represented that they possess the professionally qualified skilled manpower and financial capabilities to perform the above functions and such other functions as may be assigned to them under this agreement by the First Party from time to time.

WHEREAS on the aforesaid representation made by the Second Party to the First Party, the Parties hereby enter into this Agreement to provide the agreed services on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER.

**1. OBLIGATIONS OF THE SECOND PARTY**

- a) The Second Party shall operate and deploy One Helpline Operator to the First Party having its office at Chennai.
- b) The regularity and quality of the performance of the Helpline Services will be the essence of this agreement and shall form a central factor of this Agreement. The Second Party shall take all possible steps to ensure to maintain its performance satisfactorily as determined by the First Party from time to time.
- c) The qualification of the Helpline Operator deployed by the Second Party shall be as follows:-
  - i) He/She should have obtained at least Higher Secondary Certificate from a recognized Board With Basic Computer Knowledge;
  - ii) The person engaged for handling Helpline Queries should have proficiency in Tamil, Telugu, Hindi and English languages;
  - iii) His/Her antecedents should have been got verified by the agency from the local police authorities.

The assessment made by the First Party regarding the quality and efficiency of the services and as to the number of Helpline Operators required, shall be final and binding on the Second Party & the services shall be provided accordingly.

- d) The Helpline Operator deployed by the Second Party shall not use unauthorized software etc.
- e) If the First Party notices that the employee(s) of the Second Party has/ have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Second Party who will devise corrective steps immediately to avoid recurrence of such incidents and report to the First Party its action plan.
- f) If the Helpline Operator of the Second Party indulges in theft, negligence or any illegal/irregular activities, misconduct, the Second Party will initiate appropriate action against erring Helpline Operator and intimate accordingly to the First Party.
- g) The First Party shall not be responsible fully or partly to any dispute or difference that may arise between the Second Party and Helpline Operator engaged by it for the services.

## **2. TERMS OF PAYMENT**

- a) The First Party shall pay to the Second Party for the services rendered at the rate of Rs. \_\_\_\_\_ /- per operator per month as agreed upon by both the parties on submission of bills every month by the Second Party.
- b) All payments made by the First Party shall be after deductions of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961, and GST shall be applied/deducted at the prevailing rate.
- c) The Second Party, being the employer in relation to Helpline Operator engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such Helpline Operator which in any case will not be less than the Minimum wages as prescribed by the State Government and/or any authority constituted by or under any law.

## **3. SUBMISSION AND VERIFICATION OF BILLS**

No advance payment will be made by the First Party. The Second Party shall submit on a monthly basis the bill for the services rendered to enable the First Party to verify and process the same. Payment will be released within 15 days against the bill/invoice raised after completion of each month.

## **4. SECURITY DEPOSIT**

The Second Party shall deposit with the First Party, on or before the date of signing of Agreement, a sum of Rs.20,000/- (Rupees Twenty Thousand only) in the form of Fixed Deposit/Bank Guarantee for a period of One Year and Three months drawn on a Nationalized Bank in favour of the "Regional Director, Staff Selection Commission, payable at Chennai" as a Security Deposit for the due performance of the terms and conditions of this Agreement for Helpline Services and the First Party will be entitled to appropriate the same or any part thereof towards any money payable by the Second Party to the First Party for loss, damage, penalty or otherwise. However, subject to such adjustment, the Security Deposit will be returned to the Second Party after 30 days of completion or termination, as the case may be, of this agreement.

## **5. REPORTING TIME AND PLACE**

- a) The Helpline Operator of the Second Party shall provide the requisite services in the Regional office on all working days from 09:30 AM to 06:00 PM and also on holidays, if required by the Commission. However, in view of exigencies of work, the Helpline Operator may be required to work beyond 06.00 PM also, for which no additional payment will be made. Helpline Operator shall be stationed at Chennai and shall report to the designated officer of the First Party during such working hours till the expiry of this agreement and shall perform their duties with sincerity and dedication on the terms and conditions mentioned in this agreement.
- b) The services rendered by the Second Party under this Agreement shall be under close co-ordination and guidance/instruction of the First Party. Second Party shall frame appropriate procedure for taking immediate action as may be advised by the First Party from time to time.
- c) The Second Party shall decide the Modus Operandi as to engage Helpline Operator by it for rendering proper and efficient services and to conform to its prescribed standards.
- d) The Second Party shall be responsible for the proper behavior of the Helpline Operator deployed and shall exercise proper control over them so that their activities shall not in any way be detrimental of the First Party. The Second Party shall have to replace the Helpline Operator within 24 hours if so desired by the First Party or his authorized representatives.
- e) The First Party reserves the right to order the Helpline Operator of the Second Party to leave its premises if his/her presence at any time is felt undesirable.

## **6. DISCIPLINE**

- a) The Second Party may issue identity cards to the personnel deputed for rendering the said services, which at First Party's option, would be subject to verification at any time. The First Party may refuse the entry into its premises to any Helpline Operator of the Second Party not bearing such identity card.
- b) Helpline Operator of the Second Party shall not leave the premises where they have been deployed without the permission of the First Party /Second Party.
- c) It is understood between the parties hereto that the Second Party alone shall have the right to take disciplinary action against the Helpline Operator engaged/employed by it, while no right shall vest in the Helpline Operator to raise any dispute and/or claim whatsoever against the First Party. First Party shall under no circumstances be deemed or treated as the Employer in respect of Helpline Operator engaged/employed by the Second Party for any purpose, whatsoever, nor would First Party be liable for any claim(s) whatsoever, of any such operators.

## **7. NATURE OF AGREEMENT**

The parties hereto have considered agreed to and have clear understanding on the following aspects:

- a) This agreement is for providing the aforementioned Helpline Services for items of work/jobs. It is clearly understood by the Second Party that the person employed by the Second Party for providing the services as mentioned herein, shall at no point of time be said or deemed to be in the employment of the First Party and shall be the employee of the Second Party only and not of the first party. The Helpline Operator engaged by the Second Party shall have accordingly no claim or right of employment, right of absorption/regularization or any concession or relaxations for the same etc. with the First Party. Helpline Operator to be employed for providing the said services shall be

decided by the Second party who shall be liable to make timely payment to its said employees.

- b) First Party shall not be liable for any obligations and/or responsibilities contractual, legal or otherwise, towards the Second Party's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.
- c) The employees/personnel of Second Party rendering the services under this Agreement shall never be deemed to be the employees of First Party in any manner whatsoever and shall not be entitled from the First Party for employment, salary/wages, damages, compensation or anything arising from their deployment by Second Party for rendering the said services.

## **8. STATUTORY COMPLIANCES**

- a) Second Party shall obtain all registration(s)/permissions(s)/license(s) etc. which are/may be required under any labour or other legislations for providing the services under this Agreement.
- b) It shall be the Second Party's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the service under this Agreement. The Second Party indemnifies and shall always keep First Party indemnified against all losses, damages, claims/actions taken against First Party by any Authority/Office in this regard.
- c) The Second Party undertakes to always comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolishment) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Second Party shall further observe and comply with all Govt. laws concerning employment of staff employed by the Second Party and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Second party is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirements of law.
- d) Nothing contained in this Agreement shall be construed as establishing, creating or implied between the Parties (including the Personnel engaged by the Second Party), a relationship of master and servant or principal and agent.
- e) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any automatic absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the service provider (the Second Party) for any engagement, service or employment in any capacity/ in any office or establishment of the First Party.
- f) The Second Party declares and agrees that this Agreement does not amount to employment with the First Party nor confer any right on the Second Party or its engaged Personnel, nor any representation by the First Party as to the possibility or preference in employment at any time in future in respect of Personnel of the Second Party in any office/establishment of the First Party.
- g) The Second Party shall at all times indemnify the First party/the Government against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Second Party's employees, Personnel or agents or by any other Third Party resulting from or by any services rendered or operation conducted by or on behalf of the Second Party.
- h) The Second Party shall notify the First Party/the Government of any material change in their status, shareholding or that of any Guarantor of the Second Party in particular, where such change would impact on performance of obligations under this Agreement.

## **9. INDEMNIFICATION**

- a) The Second Party shall always, at its own expenses, make good any loss or damages suffered by the first Party as a result of the acts of commission or omission, negligently or otherwise of its Helpline Operator while providing the said services at any of the premises of the first party or otherwise.
- b) The Second Party shall at all times indemnify and keep indemnified the first Party against any claim on account of disability/death of any of its Helpline Operator caused while providing the services within/outside the premises of the First Party which may be made under Workmen's Compensation Act, 1923 or any other Act or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by personnel engaged by the Second Party or in respect of any claim, damage, or compensation under Labour laws or rules made there under by the Helpline Operator whether in the employment of the Second Party or not who provided or provides the services at the place of the First Party or any other premises of the First Party as provided hereinbefore.
- c) The Second Party shall at all times indemnify and keep indemnified the First Party against any claim by any third party for any injury, damage, to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel/Helpline Operator during the hours of providing the services at the First Party/Second Party's premises or before and after that.
- d) That, if at any time, during the operation of this Agreement or thereafter the First Party is made liable in any manner whatsoever by any order, direction or otherwise of any court, Authority or Tribunal, to pay any amount whatsoever in respect of or to any of the present or ex-personnel of the Second Party or to any third party in any event not restricted but including as mentioned in sub-clauses no. (a), (b) and (c) herein above, the Second Party shall immediately indemnify and pay to the First Party all such amounts and costs also and in all such cases/events the opinion of the First Party shall be final and binding upon the Second Party. The First Party shall be entitled to deduct any such amounts as aforesaid, from the Security Deposit and/or from any pending bills of the Second Party.

## **10. LIABILITIES AND REMEDIES**

In the event of failure of the Second Party to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the First Party shall be entitled to procure services from other sources at the risks and cost of Second Party and the Second Party shall be liable to pay forthwith to the First Party the difference of payments made to such other sources, besides agreed pre estimated liquidated damages at double the rate of payment.

### **10. 1 LOSSES SUFFERED/CAUSED BY SECOND PARTY**

- a) The Second Party shall not claim any losses, damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, defaults or error in judgment on part of itself and/or its Helpline Operator in rendering or non-rendering the services under this Agreement.
- b) Any loss/damage to the property of the First Party due to negligence of the Helpline Operator shall have to be borne by the Second Party.

## **11. TERM**

This Agreement shall be effective for a period of one year initially w.e.f the date of deployment of the contractual Helpline Operator and can be considered to be extended by the Department on exigencies by two more years on yearly basis on such terms and conditions as may be deemed fit and proper by the First Party.

## **12. TERMINATION**

First Party reserves the right for cancellation of this Agreement with one month notice without assigning reasons thereof or if the products/service are found unsatisfactory.

## **13. ASSIGNMENT OF AGREEMENTS**

This Agreement is executed on the basis of the current management structure of the Second Party. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the First Party shall be a ground for termination of this Agreement forthwith.

## **14. SERVICE OF NOTICES**

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

FIRST PARTY

Staff Selection Commission  
Southern Region  
E.V.K. Sampath Building, 2<sup>nd</sup> Floor,  
College Road, Chennai – 600 006.

SECOND PARTY

## **15. CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the Second Party may have access to confidential information of First Party and it undertakes that it shall not, without the First Party's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive the period of five years from the date of expiry of this Agreement or earlier termination thereof.

## **16. AMENDMENT/MODIFICATION**

The parties can amend this Agreement at any time by mutual agreement. However, such amendment shall be effective only when it is reduced in writing & signed by the authorized representatives of both parties hereto.

## **17. CAPTIONS**

The various Captions used in this Agreement are for Organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the Text, the Text shall prevail.

## **18. WAIVER**

At any time any indulgence or concession granted by the First Party shall not alter or invalidate this Agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concessions shall have been granted. Further, the failure of the First Party to enforce at any time, any of the Provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Second Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement nor in any way affect the validity of this Agreement or any part thereof or the right of the first party enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

## **19. FORCE MAJEURE**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening Conditions beyond that party's reasonable control, including acts of God, Civil commotion, strike, acts of terrorism, labour disputes and governmental or public authorities' demands or requirements.

## **20. DISPUTE RESOLUTION AND GOVERNING LAW/JURISDICTION**

Any dispute or difference whatsoever arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, application, meaning, scope, operation or effect or termination there shall be appealed to Appellate Authority, the Regional Director, SSC(SR). If still aggrieved, the same shall be referred to and finally resolved by a Sole Arbitrator, who will be designated by Regional Director SSC(SR)/ Competent Authority and such proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 for the time being in force or as amended from time to time. The award made in pursuance thereof shall be final and binding on the parties. The parties hereby agree that the Courts in the city of Chennai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by Sole Arbitrator hereunder shall be filed (if so required) in the concerned Courts in the city of Chennai only. The arbitration shall be conducted in English language." In the event the Arbitrator being unable or refusing to act for any reason whatsoever, another person shall be designated by Regional Director SSC(SR)/ Competent Authority to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 for the time being in force or as amended from time to time or any other enactment in replacement thereof. The language of the proceedings will be in English and the place of proceedings will be Chennai. The parties hereby agree that the Courts in the city of Chennai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Chennai alone.

**21. GENERAL TERMS AND CONDITIONS:** Apart from the terms and conditions mentioned hereabove, the tender and terms and conditions mentioned therein will also form part of the agreement.

## 22. SERVICE LEVEL AGREEMENTS

S. No.	Objective	Target/ Measurement	Penalty
1	Punctuality of Helpline Operator	100%	>10 min- No penalty < 10 min- One hour of remuneration per each time period of 10 mins
2	Helpline Operator absent for the day	Zero Days	Two days of remuneration per each absent day
3	Complaints about Helpline Operator	Nil	Rs.100 to Rs.200 per complaint on established complaints and as peron the direction of Regional Director, SSC(SR).
4	Data entry of Queries	99%	Rs.25 for each instance of lapse.
5	Provision of substitute by Service Provider in case of absence or on request of Commission	100%	Half day of remuneration per each hour of non-provision



**23. TWO COUNTERPARTS**

This Agreement is made in Duplicate. The Second Party shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions motioned above. In the event of commencement of work order against this Agreement without prior submission of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE FIRST PARTY AND THE SECOND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED, SEALED & DELIVERED  
&DELIVERED

SIGNED, SEALED

Signed for and on behalf of  
of  
Staff Selection Commission(SR)

Signed for and on behalf  
Second Party

Shri T.A. Kandhan  
Deputy Director,  
Staff Selection Commission  
(Southern Region)

Witness 1:

Witness 2: