TENDER DOCUMENT FOR HELP LINE OPERATOR IN SSC (SR), CHENNAI

CONTENTS

S. No.	Description of Contents	Page Nos.
1.	Tender Notice dated 04.09.2025	2
2.	Pre-Qualification Criteria	3
3.	Scope of Work	4
4.	General Terms and Conditions	5
5.	Technical Bid Qualification criteria	10
6.	Note on Technical Bid	11
7.	Proforma for Technical Bid	12
8.	Note on Financial Bid	13
9.	Proforma for Financial Bid	14
10.	Annexure-I	15
11.	Annexure II	16
12.	Annexure-III – Master Service Agreement	17

M-13/6/2025-LEGAL_SR
Government of India
Ministry of Personnel, PG & Pensions
Department of Personnel & Training
STAFF SELECTION COMMISSION
(Southern Region)

2nd Floor, EVK Sampath Building,
DPI Campus, College Road,
Chennai-600 006

Dated the 4th September, 2025

TENDER NOTICE

The sealed Bids are invited under the two-bid system (Technical Bid and Financial Bid) from eligible Service Provider for providing the service of a Helpline Operator in the premises of Staff Selection Commission (Southern Region), Chennai hereinafter SSC (SR). The Tender Document should be submitted in one sealed cover, containing the Technical Bid and the Financial Bid in separately sealed envelopes placed inside.

2. Present requirement is for One Helpline Operator. However, the number may be increased depending on the needs of this Office. The contract will be awarded initially for a period of two years from the date of deployment of the Helpline Operator extendable annually for a further period of up to two years subject to exigencies with mutual consent and on the same terms and conditions.

3. Complete Tender Documents can be downloaded from the website of this Office (www.sscsr.gov.in) as well as from the CPP Portal (https://eprocure.gov.in/cppp).

4. **Interested Service Providers may submit the tender document through online or offline mode by SPEED POST/REGISTERED POST/COURIER addressed to 'The Regional Director, Staff Selection Commission (SR), 2nd Floor, EVK Sampath Building, DPI Campus, College Road, Chennai – 600006'. The last date and time for submission of tender is 16.09.2025 upto 06:00 PM**. Incomplete bids or those received after the deadline will be summarily rejected. No late tenders will be entertained under any circumstances.

5. The Regional Director, Staff Selection Commission (Southern Region) reserves the right to amend, modify or withdraw any of the terms and conditions of the Tender Document or to reject any or all bids without giving any notice or assigning any reason. The decision of the Regional Director, SSC (SR), Chennai shall be final and binding on all.

(M. Latha)
Deputy Director

1. PRE-QUALIFICATION CRITERIA

1.1 **Legal Status and Registration**:-

The bidder shall be a single service provider (not a consortium, joint venture, trust or society) and must be registered in India as one of the following:-

- A Company registered under the *Companies Act, 2013*;
- A Limited Liability Partnership (LLP) registered under the *LLP Act, 2008*;
- A Proprietorship Firm registered under the *relevant State Shops and Establishment Act*;
- A Partnership Firm registered under the *Indian Partnership Act, 1932*.

The registration certificate under the relevant Act, valid as on the bid publishing date, must be attached with the bid.

1.2 **Financial Solvency**

The bidder must not have been declared bankrupt or insolvent, nor should they have:

- Filed for bankruptcy/insolvency in the last three years, or
- Be in the process of being declared bankrupt/insolvent before any designated authority in India.

An undertaking to this effect must be submitted with the bid.

1.3 **Blacklisting/Legal Conviction**

Neither the bidder nor any of its Directors / Partners shall:

- Have been blacklisted by any Government Organization/Department, or
- Have been convicted of any offence by a court of law as on the date of bid publishing.

A declaration as per Annexure – I must be submitted.

NOTE:

All documents and information pertaining to the Pre-Qualification Criteria must be submitted along with the Technical Bid and shall be evaluated as part of the Technical Evaluation**.**

2. SCOPE OF WORK

(i) Staff Selection Commission (Southern Region) is a recruitment agency for various posts [Group `B' (Non-Gazetted and Group `C] in various Ministries/Department of Govt of India and functioning in the Southern Region for successful conduct of Recruitment Examinations. A huge number of aspirants appear in various Examinations of the Commission from the Southern Region. The candidates often contact this office over telephone with their queries related to Examinations conducted by the Commission from time to time. SSC(SR) 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).

(ii) Helpline Operator has to handle queries from 09:30Hours 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. However, working hours can be modified or extended at the discretion of Regional Director, SSC (SR) in public interest and the helpline operator may be required to work on holidays also, if required, for which no additional payment will be made.

(ii) The Helpline Operator should facilitate the candidates by way of giving relevant information promptly to the candidates.

(iii) The Helpline Operator shall be proficient in speaking at least two of the four languages such as English, Tamil, Telugu, and Hindi with primary proficiency in English and Tamil and secondary proficiency in either Telugu and/or Hindi. The Operator must be capable of fluently responding to queries in the language preferred by the candidate as applicable.

(iv) Job requirements also involve collecting and compiling statistics and operating the Computer on the following parameters:

(a) Number of calls received date-wise along with details of candidates, their State/UT viz., Andhra Pradesh, Puducherry, Tamil Nadu and Telangana, Mobile/Landline Number, Information/Examination details sought by the caller and Information provided to the Candidates should be maintained.
(b) Individual queries to be noted down separately;
(c) The Helpline Operators should be proficient in MS-Word and Excel
(d) Gist of information provided through Helpline to be maintained.

(v) Report on the parameters cited above should be compiled in the following proforma or make data entry in the computer:

Name	Name of the caller	State/ UT/ Place	Mobile/Land Line No.	Name of Exam	Reg/Roll No.	Query	Gist of reply	Date and Time

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. These details shall be kept updated at all times by the Service Provider.
(b) The normal working hours shall be from 09:30 Hours to 18:00 Hours with a Lunch Break from 13:30 Hours to 14:00 Hours on all working days and any other day as specified by the Commission. However, working hours can be modified or extended at the discretion of the Regional Director, SSC (SR) in public interest. The Helpline Operator may be required to work on holidays, if necessary, without any additional remuneration. The Helpline Operator shall at all times maintain a polite, patient and courteous demeanor while handling the candidates' queries.
(c) The Service Provider shall be solely responsible for the conduct and behavior of the person engaged as Helpline Operator.
(d) The Photograph and personal details of the Helpline Operator have to be submitted by the Service Provider to the Commission.
(e) The Helpline Operator should report daily to the Assistant Director (Administration) of SSC (SR). In case of absence of the designated Assistant Director (Administration), the Helpline Operator shall report to any other officer nominated by SSC (SR).
(f) The Helpline Operator should have at least a Higher Secondary Certificate (12^{th} Pass) from a recognized Board and should possess Basic Computer Knowledge;
(g) The operator has to hand over the assigned Helpline Mobile Phone to the office at the end of each working day.
(h) In case of absence of the Helpline Operator on any day, the service provider shall provide a substitute immediately. Failure to do so shall attract penalties as specified under Service Level Agreement (SLA) and the penalty levied shall be deducted from the monthly bill.
(i) In case of any change in the Helpline Operator, the same should only be made after prior intimation to this Office.
(j) If, at any time, the services of the Helpline operator are found to be unsatisfactory or not meeting expectations, the Service Provider shall immediately replace the worker upon request.
(k) The Service Provider shall be directly responsible for resolution of any disputes, grievances or issues arising with the Helpline Operator relating to deployment or otherwise. The SSC (SR) shall bear no responsibility in such matters.
(l) The payment will be made on the basis of attendance of persons during the calendar month and on pro-rata basis. Any liability arising out of Salary payment or due to non-compliance with statutory obligations in cases of injury or loss of life during the course of work shall rest solely and personally with the Service Provider.
(m) This contract shall not be construed as an agreement of employment with the Government of India nor shall it confer any right, claim or preference for future employment on the part of the Service Provider or the Helpline Operator engaged by the Service Provider and NO representation shall be made to the Government as to the possibility of such employment in any office or establishment under the

Government of India.

(n) The Successful bidder shall sign the Master Service Agreement as given at Annexure III.

(o) The Service Provider shall submit a monthly payment statement detailing the amount paid to each Helpline Operator, transaction details and the bank account from which payment was made along with a copy of the corresponding bank statement as proof.

(p) The Service Provider shall also deposit EPF and ESI contributions (both employer's and employee's share) on or before 15th day of the month following the month of payment, failing which, SSC (SR) reserves the right to impose penalties as per SLA.

(q) The Service Provider shall submit to the Commission, a copy of EPF/ESI returns, if any, within 7 days from the date of filing with the respective authorities (monthly/quarterly/half yearly/annual as applicable).

(r) The contract will be initially for a period of two years from the date of deployment of the Helpline Operator extendable on an annual basis for a further period of up to two years subject to exigencies on mutual consent and on the same terms and conditions.

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 or reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without incurring any liability to the affected bidder(s). Any deviations or irrelevant specifications in the bid shall not be accepted. The Final decision regarding acceptance or rejection of any or all bids shall rest solely with the Regional Director, SSC (SR).

3.3 CLARIFICATIONS:

To assist in the examination, evaluation and comparison of bids, SSC(SR) may, at its discretion, seek written clarification from any bidder. Post bid clarification requests initiated by the bidder shall not be entertained after the opening of the tender.

3.4 PLACEMENT OF ORDER:

SSC (SR) shall place the order on the bidder whose offer is found to be technically qualified and commercially the lowest (L1). SSC (SR) reserves the right to award the order in full or part.

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 shall be made. Payment shall be released within 15 working days of submission of monthly invoice i.e. after completion of each

month, subject to satisfactory performance and after due verification by the Commission.

(b) Applicable GST/TDS will be applied/deducted at the prevailing rate.

3.7 LIQUIDITY DAMAGES:

SSC (SR) reserves the right to impose penalties or recover damages from the contractor in the event of non- compliance with contractual requirements and/or provisions of Service Level Agreements. The decision of Regional Director, SSC (SR) shall be final and binding.

3.8 CONTRACT PERIOD:

The initial contract period shall be two years, extendable by the Commission for up to two more years on yearly basis, based on the performance on mutual consent and exigencies with mutual consent and on same terms and conditions.

3.9 CANCELLATION OF CONTRACT:

Notwithstanding anything contained in the Tender Notice, SSC(SR),Chennai reserves the right to cancel the contract or work order at any time by giving one month's notice without assigning any reason or compensation or if the services are found unsatisfactory.

3.10 SETTELEMENT OF DISPUTES:

Any dispute arising out of or in connection with this Agreement shall be first referred to the Appellate Authority, the Regional Director, SSC (SR). If unresolved, the dispute shall be referred to a Sole Arbitrator, nominated by the Regional Director/Competent Authority, SSC (SR). Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The seat and venue of arbitration shall be Chennai and the language shall be English. Courts in Chennai shall have exclusive jurisdiction for any matters arising out of this Agreement.

3.11 PRIMARY MODE OF COMMUNICATION:

The primary mode of communication between SSC (SR) and the Service Provider shall be email**.**

3.12 MASTER SERVICE AGREEMENT / CONTRACT:

The successful Tenderer shall enter into a formal agreement with SSC (SR) within 15(Fifteen) working days of receiving the Letter of Intent (LoI) through email on a non-judicial stamp paper of Rs.100/- (One Hundred only) in the format prescribed at Annexure III at their own cost.

3.13 RIGHT TO CANCEL AGREEMENT:

SSC (SR) reserves the right to cancel the executed agreement at any time before the award of work, without assigning any reason and without any compensation to the contractor. Such action shall not be considered a breach of contract.

3.14 SERVICE LEVEL AGREEMENTS / PENALTY & DEDUCTIONS

S.No.	Penalty/Deductions			
	Description	1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value	--	--
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act		
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value

5	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value

4. EARNEST MONEY DEPOSIT (EMD)

In terms of Department of Expenditure's OM No.F.9/4/2020-PPD dated 12.11.2020, Bid Security Declaration should be signed by the bidders accepting that if they withdraw or modify their bids during the period of validity etc. they will be suspended for the time specified in the tender documents.

5. PERFORMANCE SECURITY

(a) In terms of Department of Expenditure's OM No.F.9/4/2020-PPD dated 12.11.2020, the successful tenderer will have to deposit Performance Security of 3% of the value of the work in the form of Account Payee Demand Draft/Banker's Cheque drawn in favour of Regional Director, SSC (SR) payable at Chennai

(b) Performance Security will be refunded to the tenderer after completion of the contract upon satisfactory performance during the contract period.

(c) Performance Security will be forfeited if the tenderer fails to perform any of the terms & conditions of the contract, without prejudice to such other action including blacklisting by SSC(SR) if deemed fit.

TECHNICAL BID QUALIFICATION CRITERIA

The Tendering Agency/Service Provider must fulfill the following technical specifications to qualify in the technical evaluation bid:

(i) **Office Location:** The Service Provider must have an office located in Chennai. Documentary proof such as a self-attested copy of Telephone bill/Electricity Bill/Registered Lease Deed indicating the Chennai address must be furnished.

(ii) **Legal Status:** The service provider (not a consortium, joint venture, trust, or society)must be a Company or limited liability Partnership firm or Proprietorship Firm or a Partnership Firm registered under relevant Act. A copy of the Certificate of Registration valid as on the bid publishing date must be attached.

(iii) **Language Proficiency**: The Helpline Operator shall be proficient in speaking at least two of the four languages such as English, Tamil, Telugu, and Hindi with primary proficiency in English and Tamil and secondary proficiency in either Telugu and/or Hindi. The Operator must be capable of fluently responding to queries in the language preferred by the candidate as applicable.

(iv) **Bank Account:** The Service Provider must have a bank account in its name. A certified copy of the account/passbook or a self-attested bank statement for the last one year must be submitted along with the bid documents.

(v) **Minimum Wages Compliance:** An undertaking confirming compliance with Minimum Wages as applicable under the Government of Tamil Nadu must be submitted along with the bid.

(vi) **GST Registration:** The bidder must be registered under GST. A copy of the GST Registration Certificatemust be enclosed.

(vii) **Bid Validity**: The bid shall remain valid for a period of 45 days from the date of opening.

(viii) **Single Bid Rule:** Only one bid shall be accepted from any single entity/party.

(ix) **Rejection of Conditional Bids:** Conditional bids will not be accepted under any circumstances.

(x) **Correctness of Information:** If any information or certificate provided by the bidder is found to be incorrect, fake or misleading, the bidder will be blacklisted, the bid rejected and the Performance Security forfeited.

(xi) Declaration Form: The Declaration Form provided at Annexure II must be duly signed by the authorized signatory and submitted with the Technical Bid.

Note on Technical Bid

- The technical bid stage is of qualifying nature only.
- Any bidder who fails to meet the criteria as mentioned in this document or does not provide satisfactory documentary proof shall be disqualified at the technical bid stage.
- Only those bidders who qualify in the technical bid evaluation will be considered for the financial bid stage.

PROFORMA FOR TECHNICALBID

For Providing Helpline Operators

(To be submitted along with Tender 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.	NameoftheBankwithfulladdress(attachBankers certificateofaccountmaintenance/self attested copy of passbook or bank statement or 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.	Whether Service Provider is blacklisted	

Signature of Authorised Signatory

Full Name:_____

Designation: _____

Place:
Date:

(Seal of Service Provider/Company)

Note on FINANCIAL BID

- If the bidder quotes the Administrative Charge as zero/nil, the bid shall be treated as invalid and will be rejected in accordance with CVC guidelines.

- 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 the monthly wage rate per worker, which shall not be less than the minimum wages prescribed by Government of Tamil Nadu under the Minimum Wages Act applicable for Skilled Labour (Grade-II) as on the date of bid submission.

- The Commission reserves the right to correct (increase or decrease) the statutory payment components in the Financial Bid, in case of any discrepancy between the rates quoted by the bidder and the prevailing government-notified rates.

- The applicable rate of GST as on the date of submission of the tender should be clearly indicated in the Financial Bid.

Proforma for Financial Bid

(To be submitted along with Tender document)

Subject: Financial Bid for providing Helpline Operator

Sir,

With reference to your tender Notice No. M-13/6/2025-LEGAL_SR dated 1st September, 2025 on the subject mentioned above, I/We quote the rate for above mentioned workas under:

S.No.	Component	Rate
1.	Monthly Rate (perhead) as per minimum wages Act	
2.	EPF@_____%ofS.No.1	
3.	ESIC@____%ofS.No.1	
4.	AdministrativeCharges	
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: _____

Place:

Date:

(Seal of Service Provider/Company)

ANNEXURE-I

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

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the Agency)

I /*We, the Proprietor/ Partner(s)/ Director(s) of M/s._____hereby declare that the firm/company namely M/s._____*

[Please strike off whichever is not applicable]

A.has not been blacklisted or debarred in the past by SSC or any other Government organization from taking part in Government tenders.

OR

B.was blacklisted or debarred by SSC or any other Government Department from taking part in Government tenders for a period of _____ yearsw.e.f. _____.The said period is now over on _____ and the firm/company is now entitled to participate in Government tenders.

I/We understand that if the above information is found to be false at any stage, the tender/ contract will be rejected/cancelled by the office of the Regional Director, SSC (SR), Chennai – 600006. Further, the Office of RD, SSC (SR)will not be liable to pay any bills for completed/partially completed work.

Signature: _____

Name: _____

Capacity in which as signed: _____

Name & address of the firm: _____

(SealofService Provider/Company)

Place:

Date:

ANNEXURE-II

Declaration

I_____S/o_____
Proprietor/Director of the Service provider/company mentioned above hereby declare that I am 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 fully aware that furnishing any false information/document(s) will lead to the rejection of my/our tender and may also attract legal action under appropriate law.

Signature of Authorized Signatory

Full Name:_____

Designation:_____

(Seal of Service Provider/Company)

Place:

Date:

ANNEXURE-III

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

STAFF SELECTION COMMISSION (SR), Chennai
Tender No. M-13/6/2025-LEGAL_SR

AGREEMENT

This agreement is made on 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

WHERESAS 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 Service Provider shall be responsible for obtaining Police Verification of the Character and Antecedents of the Helpline Operator to be deployed in SSC (SR) and shall ensure that such verification is completed prior to their deployment.
c) 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.

d) The qualifications and requirements of the Helpline Operator deployed by the Second Party shall be as follows:-

   i) He/She should have obtained at least a Higher Secondary Certificate from a recognized Board and should possess Basic Computer Knowledge;
   ii) The person engaged for handling Helpline Queries shall be proficient in speaking at least two of the four languages such as English, Tamil, Telugu and Hindi with primary proficiency in English and Tamil and secondary proficiency in either Telugu and/or Hindi.

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

f) The Helpline Operator deployed by the Second Party shall not use any unauthorized software, tools or platforms, etc while discharging their duties.

g) In the event that the First Party observes negligence, carelessness or any deficiency in the services rendered by the Helpline Operator(s), such observation shall be promptly communicated to the Second Party. The Second Party shall immediately initiate corrective action to prevent recurrence and shall report the same to the First Party along with the action plan undertaken.

h) If the Helpline Operator is found to be involved in theft, misconduct, negligence or any illegal/irregular activity, the Second Party shall initiate appropriate disciplinary/legal action against the concerned individual and inform the First Party of the action taken.

i) The First Party shall not be held responsible either wholly or partly for any dispute or difference that may arise between the Second Party and Helpline Operator engaged by it.

j) The Second Party shall submit a monthly payment statement to the First Party, detailing the amount paid to each Helpline Operator, transaction details and the bank account from which payment was made along with a copy of the corresponding bank statement as proof.

k) The Second Party shall deposit the EPF and ESI contributions (both employer'sand employee's share) on or before the 15th day of the following the month of payment, failing which, SSC (SR) reserves the right to impose penalties as per SLA.

l) The Second Party shall submit to the First Party a copy of the monthly/quarterly/half-yearly/annual returns filed with the EPF and ESI authoritieswithinseven (7) days of such filing.

2. TERMS OF PAYMENT

a) The First Party shall pay to the Second Party for the services rendered at the rate of Rs._____ /- (Rupees _____ only per Helpline Operator per month as mutually agreed upon by both the parties upon submission of monthly bills by the Second Party.

b) All payments shall be subject to applicable statutory deductions including Tax Deducted at Source (TDS) and Goods and Services Tax (GST)in accordance with prevailing laws and regulations.

c) The Second Party, being the employer of the Helpline Operator(s) deployed under this agreement shall be solely responsible for the payment of wages/salaries to such personnel. Under no circumstances shall the wages paid

be less than the Minimum Wages prescribed by the Government of Tamil Nadu or any other authority constituted under applicable laws.

d) The Second Party shall submit a monthly payment statement to the First Party detailing the amount paid to each Helpline Operator, transaction details and the bank account from which payment was made along with a copy of the corresponding bank statement as proof.

3. SUBMISSION AND VERIFICATION OF BILLS

No advance payment shall be made by the First Party. The Second Party shall submit the bill on a monthly basis for the services rendered to enable the First Party to verify and process the same. Payment will be released within 15 days from the date of receipt of the bill/invoice raised after completion of each month. All bills must be submitted in duplicate, along with the following supporting documents:

- Attendance sheet of the Helpline Operator(s);
- Proof of statutory compliance, including but not limited to EPF, ESI, and GST challans/receipts.

4. SECURITY DEPOSIT

(a) In terms of Department of Expenditure's OM No.F.9/4/2020-PPD dated 12.11.2020, ___XYZ_____has deposited Performance Security of Rs._____ @3% of the value of the work in the form of _____ in favour of Regional Director, SSC (SR) payable at Chennai

(b) Performance Security will be refunded to the tenderer after completion of the contract upon satisfactory performance during the contract period.

(c) Performance Security will be forfeited if the tenderer fails to perform any of the terms & conditions of the contract, without prejudice to such other action including blacklisting by SSC(SR) if deemed fit.

5. REPORTING TIME AND PLACE

a) The Helpline Operator deployed by the Second Party shall provide the requisite services at the Regional office of the First Party from 09:30 Hours to 18:00 Hours with a Lunch Break from 13:30 Hours to 14:00 Hours on all working days and any other day as specified by the Commission. However, the working hours can be modified or extended at the discretion of the Regional Director, SSC (SR) in public interest. The Helpline Operator may be required to work on holidays, if necessary, without any additional remuneration. The Helpline Operator shall be stationed at Chennai and shall report to the designated officer of the First Party during such working hours and shall diligently perform duties in accordance with the terms and conditions mentioned of this agreement.

b) The services rendered by the Second Party under this Agreement shall be carried out in close co-ordination with and under the guidance/instructions of the First Party. The Second Party shall formulate appropriate procedure to ensure prompt and effective action as may be advised by the First Party from time to time.

c) The Second Party shall decide the Modus Operandi for engaging the Helpline Operator, ensuring that the services rendered are proper, efficient and conform

to the prescribed standards of the First Party.

d) The Second Party shall be responsible for ensuring the proper conduct and behavior of the Helpline Operator deployed and shall exercise effective control and supervision to ensure that their activities are not in any way detrimental to the interests or functioning of the First Party. The Second Party shall replace the Helpline Operator within 24 hours upon request by the First Party or its authorized representatives, without assigning any reason.
e) The First Party reserves the right to instruct the Helpline Operator of the Second Party to vacate the premises of the First Party at any time if in its opinion, his/her presence is considered undesirable.

6. DISCIPLINE

a) The Second Party may issue identity cards to its Helpline Operators. The First Party may verify IDs and may deny entry to Operators without proper identification.
b) The Helpline Operator must not leave the deployment premises without permission from the First Party /Second Party.
c) The Second Party has sole authority to discipline its staff. Operators cannot raise employment claims against the First Party. The First Party is not the employer and is not liable for any claims from the Operator.

7. NATURE OF AGREEMENT

The parties hereto mutually agree and understand the following:

a) This Agreement pertains to the provision of Helpline Services as outlined above. It is clearly understood by the Second Party that the personnel engaged by it for rendering the said services shall not be construed as employees, agents, or representatives of the First Party under any circumstances. The Helpline Operator(s) deployed by the Second Party shall have no claim or right to employment, absorption/regularization or any concession or relaxation for such purposes with the First Party. The selection, appointment and payment of Helpline Operator(s) shall be the sole responsibility of the Second Party, which shall ensure timely disbursement of wages to its personnel.
b) The First Party shall not be held liable for any contractual, legal or statutory obligations/responsibilities towards the employees or agents of the Second Party, either directly or indirectly, in any manner whatsoever.
c) The Personnel deployed by the Second Party for rendering services under this Agreement shall never be deemed to be employees of the First Party and shall not be entitled to claim employment, wages, damages, compensation or any other benefits from the First Party arising out of or in connection with such deployment.

8. STATUTORY COMPLIANCES

a) Second Party shall obtain all necessary registration(s), permissions(s) and license(s) etc. required under applicable labour laws or other statutory provisions for the purpose of providing services under this Agreement.
b) It shall be the sole responsibility of the Second Party to ensure compliance with all applicable laws, rules and regulations of the Central and State Government in relation to the services under this Agreement. The Second Party shall indemnify

and keep the First Party indemnified against all losses, damages, claims, penalties or actions initiated by any Authority in this regard.

c) The Second Party undertakes to comply with the applicable labour and welfare legislations including but not limited to the Contract Labour (Regulation and Abolishment) Act, 1970, if applicable. The Second Party shall further ensure adherence to all government laws regarding the employment of its personnel and shall be responsible for making all due payments, including wages, to its staff as required under the law. It is expressly understood that the Second Party shall be fully responsible for ascertaining the applicability of various statutes and for ensuring compliance therewith.
d) Nothing contained in this Agreement shall be construed to create or imply any relationship of employer-employee, master-servant or principal-agent between the First Party and the Personnel deployed by the Second Party.
e) All Parties agree and acknowledge that there is no representation, express or implied of any automatic absorption, regularization, continued engagement, concession or preference for future employment of the personnel engaged by the Second Party in any office or establishment of the First Party.
f) The Second Party further declares that this Agreement does not constitute employment with the First Party, nor does it confer any rights of employment or expectation thereof on the part of the Second Party or its personnel in any office or establishment of the First Party.
g) The Second Party shall at all times indemnify and keep indemnified the First Party/Government against any claims arising out of injury, accident, or damage caused to its personnel or any third party, resulting from or in connection with the services rendered or operations conducted under this Agreement.
h) The Second Party shall promptly notify the First Party/Government of any material changes in its ownership, shareholding, management, or that of any Guarantor, particularly where such changes may have a bearing on the performance of obligations under this Agreement.

9. INDEMNIFICATION

a) The Second Party shall, at its own cost, make good any loss or damage suffered by the First Party as a result of any act of commission or omission, whether negligent or otherwise, by its Helpline Operator(s) while providing services at any premises of the First Party or in connection with the services under this Agreement.
b) The Second Party shall at all times indemnify and hold harmless the First Party from and against any claim arising out of disability or death of any Helpline Operator engaged by the Second Party while performing services either within or outside the premises of the First Party. This includes, but is not limited to, claims made under the Workmen's Compensation Act, 1923, or any other applicable law or statutory modification thereof, or any claims for damages or compensation under labour laws or rules by any such Operator, whether employed by the Second Party or otherwise, and whether engaged in services at the premises of the First Party or elsewhere.
c) The Second Party shall also indemnify and keep indemnified the First Party from any claim made by any third party in respect of injury, damage to property or person, or any other loss caused due to any act of commission or omission by the Helpline Operator(s) or employees of the Second Party during the course of

providing the services, whether such acts occur during, before, or after service hours and whether at the premises of the First Party or elsewhere.

d) If, at any time during the term of this Agreement or thereafter, the First Party is made liable by any court, authority, or tribunal to pay any amount in respect of or to any present or former employee of the Second Party, or to any third party (including but not limited to claims as outlined in sub-clauses (a), (b), and (c) above), the Second Party shall immediately indemnify and reimburse the First Party for the full amount so paid, including any associated costs. The First Party's determination in such matters shall be final and binding on the Second Party. The First Party shall further be entitled to recover such amounts from the Security Deposit and/or any pending bills of the Second Party.

10. LIABILITIES AND REMEDIES

In the event the Second Party fails to provide the services or any part thereof for any reason whatsoever, the First Party shall be entitled to arrange for the services from alternative sources at the risk and cost of the Second Party. The Second Party shall be liable to immediately reimburse the First Party for any additional cost incurred, including the difference in payment made to such alternative sources, in addition to liquidated damages at twice the agreed rate of payment.

10. 1 LOSSES SUFFERED/CAUSED BY SECOND PARTY

a) The Second Party shall not be entitled to claim any losses, damages, costs, expenses, or liabilities arising out of the performance or non-performance of services under this Agreement if such loss or damage is caused due to its own acts or omissions, including the negligence, default, or errors in judgment of its personnel/Helpline Operator(s).
b) Any loss or damage to the property of the First Party caused due to negligence, misconduct or default of the Helpline Operator(s) deployed by the Second Party shall be borne entirely by the Second Party.

11. TERM

This Agreement shall initially remain in force for a period of two (2) years effective from the date of deployment of the Helpline Operator by the Second Party. The term may be extended by the First Partyon an annual basis for a further period of up to two (2) years subject to exigencies with mutual consent and on mutual consent and on such terms and conditions as may be deemed fit and proper by the First Party.

12. TERMINATION

The First Party reserves the right to terminate this Agreement at any time by giving one (1) month's notice in writing, without assigning any reason. The Agreement may also be terminated forthwith if the services rendered by the Second Party are found to be unsatisfactory.

13. ASSIGNMENT OF AGREEMENTS

This Agreement is executed based on the current ownership and management structure of the Second Party. Any assignment, transfer or subletting in whole or in part to any third party without the prior written consent of the First Party shall constitute grounds for immediate termination of this Agreement.

14. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly delivered if sent by registered post/speed post/courier/email to the respective addresses of the Parties as mentioned below or such other addresses as may be notified in writing:

FIRST PARTY
Staff Selection Commission (Southern Region)
E.V.K. Sampath Building, 2nd Floor,
College Road, Chennai – 600 006.

SECOND PARTY
[Insert Name & Address of the Service Provider]
[To be filled at the time of execution]

15. CONFIDENTIALITY

The Second Party acknowledges that it may have access to confidential or proprietary information of the First Party during the course of this Agreement. The Second Party undertakes that it shall not, without the prior written consent of the First Party, disclose, publish, or otherwise make available any such information to any third party, or use it for any purpose other than for the performance of this Agreement. This clause shall survive for a period of five (5) years following the expiry or earlier termination of this Agreement.

16. AMENDMENT/MODIFICATION

This Agreement may be amended or modified only by mutual written consent of both Parties. Any such amendment shall be reduced to writing and duly signed by the authorized representatives of both the First Party and the Second Party.

17. CAPTIONS

The headings or captions used in this Agreement are for reference and convenience only and shall not affect the interpretation of any provisions of this Agreement. In the event of any conflict between the captions and the substantive text, the text shall prevail.

18. WAIVER

Any indulgence, forbearance, relaxation, or concession granted by the First

Party shall not be construed as a waiver of any of its rights under this Agreement, nor shall it alter or invalidate any of the terms or provisions herein. The failure of the First Party to enforce, at any time, any provision of this Agreement or to require performance by the Second Party of any provision shall not be construed to be a waiver of such provision, nor shall it affect the validity of this Agreement or any part thereof, or the right of the First Party to subsequently enforce each and every provision. Any waiver must be expressly made in writing and signed by the authorized representative of the First Party**.**

19. FORCE MAJEURE

Neither Party shall be held liable for failure to perform its obligations under this Agreement if such failure is caused by events beyond its reasonable control, including but not limited to: acts of God, natural disasters, war, civil disturbances, strikes, lockouts, acts of terrorism, epidemics, pandemics, or orders or restrictions imposed by governmental or public authorities**.** In such cases, the affected Party shall notify the other Party in writing as soon as reasonably practicable, and performance under the Agreement shall be suspended for the duration of the Force Majeure event.

20. DISPUTE RESOLUTION AND GOVERNING LAW/JURISDICTION

a) Any dispute or difference arising out of or in connection with this Agreement, including its existence, validity, interpretation, application, performance, breach, or termination, shall first be referred to the Appellate Authority, i.e., the Regional Director, SSC (SR) for resolution.
b) If the dispute remains unresolved, it shall be referred to and finally resolved by a Sole Arbitrator to be appointed by the Regional Director, SSC (SR) or any Competent Authority. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.
c) The arbitration shall be conducted in the English language, and the venue of the arbitration shall be Chennai. The award of the Arbitrator shall be final, binding, and conclusive on both Parties.
d) In the event the appointed Arbitrator is unable or unwilling to act, a substitute Arbitrator shall be appointed by the Regional Director, SSC (SR) / Competent Authority, and the substitute Arbitrator shall proceed with the reference from the stage left by the predecessor.
e) The Courts located in Chennai alone shall have exclusive jurisdiction to entertain any application or proceeding arising out of or in connection with this Agreement or with the arbitral award, if required to be filed.

21. GENERAL TERMS AND CONDITIONS:

In addition to the terms and conditions set forth in this Agreement, the provisions contained in the tender document and any annexures, schedules or correspondence forming part of the tender process shall also form an integral part of this Agreement and shall be deemed to be incorporated herein by reference.

22. SERVICE LEVEL AGREEMENTS / PENALTY & DEDUCTIONS

S.No.	Penalty/Deductions			
	Description	1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value	--	--
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act		
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value

6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value

23. TWO COUNTERPARTS

This Agreement is executed in duplicate, with each Party retaining one copy. The Second Party shall return one duly signed and stamped copy of this Agreement to the First Party as a token of acceptance of all the terms and conditions stipulated herein. In the event that the Second Party commences work or provides services under this Agreement without having returned the signed copy, such commencement shall be deemed as unconditional acceptance of all the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY MONTH AND YEAR MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED, SEALED & DELIVERED SIGNED, SEALED &DELIVERED

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

Smt. M. Latha
Deputy Director,
Staff Selection Commission
(Southern Region)

Signed for and on behalf of
Second Party

Witness 1:

Witness 2: