

NOTICE INVITING TENDER**FOR****Selection of a Call Centre Agency
for providing Centralized Candidate Services
to the Unemployed Youth of Haryana State**

No. RFP/Call Centre/2020-21/03

Panchkula, Dated 23/06/2020

The Government of Haryana through its Department i.e., Department of Employment (DoE) invites e-Tender for “Selection of a Call Centre Agency for providing Centralized Candidate Services to the Unemployed Youth of Haryana State” as detailed in the Scope of Work in this Tender document.

The document can be downloaded from the website <https://etenders.hry.nic.in> and <https://hreyahs.gov.in>. Response to this Tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

Issuer:

Director General,
Department of Employment,
Bays No. 55-58, Paryatan Bhawan,
Sector-2, Panchkula (Haryana)- 134151
E-mail: employment@hry.nic.in
Website: <https://hreyahs.gov.in>
Phone No.- 0172-2570065

DISCLAIMER

The information contained in the Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Department of Employment (hereafter referred as 'DoE'), Government of Haryana, is provided to Bidders on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the DoE to the prospective Bidder(s) or any other person.

The purpose of this RFP is to provide interested Service Providers/Bidders with information that may be useful to them in the formulation of their Proposals in pursuant to this RFP. Information provided in this RFP to the Service Providers is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DoE accepts no responsibility for the accuracy or otherwise for any interpretation or opinion in the law expressed herein.

This DoE also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP. The DoE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of the RFP does not imply that the DoE is bound to select any Bidder or to appoint the Service Provider, as the case may be, for the Project and the DoE reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DoE or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the DoE shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

1. DEFINITIONS

- a.* “DoE” means the Department of Employment, Government of Haryana who has invited the bids for Selection of a Call Centre Agency for providing Centralized Candidate Services to the Unemployed Youth of Haryana State, with whom the selected Service Provider signs the Contract for the services as per the terms and conditions of the contract;
- b.* “Bidder(s)” means any entity or person or associations of person who submit their proposals that may provide or provides the Services to the DoE as Service Provider under the Contract;
- c.* “Service Provider” means one Bidder selected to execute the project;
- d.* “Contract” means the Contract /Agreement signed by the Parties for this Project;
- e.* “Day” means calendar day;
- f.* “Government” means the Government of Haryana;
- g.* “State” means the State of Haryana;
- h.* “Instructions to Bidders” means the document which provides the intended Service Provider(s) with all information needed to prepare their proposals;
- i.* “Proposal” means the Technical Proposal and the Financial Proposal;
- j.* “Request for Proposal (RFP)” means the Tender document issued for the purpose;
- k.* “Service Level Agreement (SLA)” means the contract between the DoE and the Service Provider SLA defines the terms of the Service Provider's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement;
- l.* “Letter of Acceptance (LoA)” means the Bidders whose proposals are accepted via issuance of RFP;
- m.* “Liquidation” means the service provider (company) has reached a point where, for one reason or another, is not able to complete the services under defined scope of work before the scheduled completion date or repudiates the contract before completion.

2. FACT SHEET AND KEY TIMELINES ABOUT THE PROJECT

1	Tender No.	RFP/Call Center/2020-21/03
2	Name of the Work/Project	“For Selection of a Call Centre Agency for providing Centralized Candidate Services to the Unemployed Youth”
3	Name of the issuer of this Tender	Director General, Department of Employment, Government of Haryana
4	Date of issue of Tender Document	23.06.2020
5	Last Date for Submission of Bid	30.06.2020 upto 3:00 PM
6	Date of Bid Opening	01.07.2020 at 11:00 AM
7	Mode of Bid Opening	Online
8	Address of Communication	The Director General, Department of Employment, Bays No. 55-58, Paryatan Bhawan, Sector-2, Panchkula (Haryana)-134151
9	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees Two Lakh only) EMD shall be deposited through online mode on the single e-Procurement portal i.e., https://etenders.hry.nic.in
10	Processing Fee (Non-Refundable)	Rs. 1,000/- (Rupees One Thousand only) The processing fee shall be deposited through online mode on the single e-Procurement portal i.e., https://etenders.hry.nic.in
11	Availability of Tender Document	Tender document can be downloaded from https://etenders.hry.nic.in and https://hreyahs.gov.in
12	Validity of Proposal	Proposals must remain valid 180 days after the submission date.
13	Method of Selection	L-1(Lowest price/rate bidder) shall be considered for Contract.
14	Bid Submission	Bid Submission will be online through single e-Procurement portal https://etenders.hry.nic.in only.

Note:

DoE reserve the right to change any schedule of bidding process. Please visit <https://etenders.hry.nic.in> and <https://hreyahs.gov.in> regularly for the same.

3. BACKGROUND INFORMATION

3.1 Department of Employment (DoE)

The DoE is providing employment assistance and disseminating employment & career information to all its stake holders through its network of 55 Employment Exchanges throughout the State. The job seekers and the local industries get in touch with the local officers and this information does not get accumulated at the Directorate level. The Department is coming up with the Rozgar Portal where job seekers will be linked to the Employment opportunities aggregated by the third party platforms that are present in the Employment market. For creating better outreach with the job seekers, and to get all sorts of queries resolved centrally, the Department is setting up a dedicated Call Center to create touch points with the job seekers and the industries.

3.2 Description of the Call Center Operations

3.2.1 Taxonomy and Abbreviations used

Sr. No.	Term	Meaning
1	Job Seeker	A citizen whose record is present in the master database. This record may have come from any of the touch points in the Government such as Employment Exchanges, Unemployment Allowance Schemes, ITI records, School records, Technical universities and colleges etc.
2	Consent	The job seeker has agreed to be notified about the job opportunities and has also agreed that his / her information should be shared with the third party aggregators.
3	Employment Status	Whether the citizen is employed through any income generation means (job, apprenticeship, higher education, Self Employment - with / without loan) or is unemployed.
4	Employment Details	Employment details include the following details of the candidate - <ol style="list-style-type: none"> 1. Employer Name and address 2. Employer Mobile Number 3. Job Designation 4. Sector of Job 5. Average Salary (range) 6. Year of joining (optional)

Table 1:

Call Center operations are defined to include the following activities -

Sr. No.	Audience	Activity
1	Job Seeker	Contact job seekers who have given consent and update the current Employment status.
2	Job Seeker	For job seekers who have given consent and have also given the Employment status, get Employment details.
3	Job Seeker	For job seekers who have declared that they are unemployed, get the Employment preferences.

3.3 Focus Area and Objective of the Tender

To give impetus to employment initiatives in the State, DoE intends to select Service Provider for establishing a call centre for providing information to Unemployed Youth of Haryana State. The Project is a major initiative taken by the State with an aim to improve placement rate of Unemployed Youths of the State.

Selection of Service Provider shall be based on Technical & Financial bid as specified in the Tender document.

In pursuant to this RFP, the Agency/Bidder selected as Service Provider for the purpose, will be responsible for establishing a call centre in ROZGAR BHAWAN for providing information about job opportunities to the unemployed youth of the State. However, the selected Service Provider will be provided all the services covered under the scope of work, as mentioned in this Tender document.

Other than the approved rates for establishing a call centre, the DoE shall not bear any kind of financial liability, over and above the prescribed limit of expenditure.

The selected Service Provider shall fulfill all relevant requirements of applicable Central/State Government Acts & Rules, Notification/Amendments made thereof.

3.4 Eligibility Criteria

The Bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the Tender document. The Bidder must also possess the technical know-how and the financial wherewithal that would be required for successfully providing services sought by the DoE for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all Bidders who qualify the eligibility criteria (prequalification bid) as given below:

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Bidder Agency/ Company/ Organization	The bidder should be registered in India under the Companies Act, 1956/2013 or a firm registered under the Partnership Act, 1932 Limited Liability Act 2008, Trust Registration Act, 1882 or Central/State Societies Registration Act.	Certified copy of Registration certificate, as applicable.
2	Agency/ Bidder Turnover	The bidder should have a minimum annual turnover of Rs. 25	Certified extracts from the audited Balance sheet and Profit &

		Crores from each of last three Financial years (FY 2016-2017, FY 2017-18, FY 2018-19 and FY 2019-20 tentative)	Loss Account (by certified Chartered Accountant).
3	Bidder Positive Net Worth	The bidder should have positive net worth in each of last three Financial Years (FY 2016-2017, FY 2017-18, FY 2018-19 and FY 2019-20 tentative)	Certified extracts from the audited Balance sheet and Profit & Loss Account (by certified Chartered Accountant).
4	Bidder Experience and Technical Capability	Running of a Call Center at least during last three Financial years (FY 2016-2017, FY 2017-18, FY 2018-19 and FY 2019-20 tentative) Bidder should have formal Quality Certification (with ISO 9001:2015/ISO27001:2013) complying with the scope related to IT enabled BPO Service, latest version valid for atleast three months after submission of bid.	Certified copy of Letter of Intent (LoI) / Letter of Acceptance (LoA) / Work Order (WO) / Agreement / Client certificate / Invoice / Payment receipt.
5	Blacklisting of Bidder Agency / Agency / Company / Organization	The bidder should not have been black listed or conflict of activities by any State / Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on bid calling date.	Self-Declaration Certificate that the bidder is not black listed. (certificate duly signed by the authorized signatory on its letter head).
6	Authorized Representative from Bidder	A Power of Attorney / Board resolution in the name of the person signing the bid.	Copy of Power of Attorney / Board Resolution.
7	EMD	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of Rs. Two Lakh only (Rs 2,00,000/-).	EMD shall be deposited through online mode on the single e-Procurement portal i.e., https://etenders.hry.nic.in

Note:-

- (i) Only those Bidders who meet the pre-qualification criteria specified above will be eligible to respond to this Tender. The Bidder's pre-qualification proposal shall contain the relevant information & supporting documents to substantiate the eligibility of the bidder vis-à-vis the pre-qualification criteria. The documents submitted shall be verified by DoE.
- (ii) The Bidder may submit its Proposal as a consortium. However, the bidder shall define about the primary associate of the consortium and shall meet the requirements, as laid in this Tender document.

4. INSTRUCTIONS TO THE BIDDERS

4.1.1 General

- a) In this RFP document every effort has been made to provide comprehensive and accurate background information, requirements and specifications, but the Bidders must form their own conclusions about the consulting services required. Bidders and recipients of this Tender may wish to consult their own legal advisers in relation to this Tender.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the Project by the DoE on the basis of this Tender.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DoE. Any notification of preferred bidder status by the DoE shall not give rise to any enforceable rights by the Bidder. The DoE may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of the DoE.

4.1.2 Compliant Tenders/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other bidders are advised to study all instructions, forms, requirements, appendices and other information in the Tender documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this Tender document.
 - ii. Include all supporting documentations specified in this Tender document.

4.1.3 Key Requirements of the Bid

(A) Right to Terminate the Process

- a) DoE may terminate the Tender process at any time and without assigning any reason. DoE make no commitments, express or implied, that this process will result in a business transaction with anyone.

- b) This Tender does not constitute an offer by DoE. The bidder's participation in this process may result DoE selecting the bidder to engage towards execution of the contract.

(B) Tender Processing Fees

Bidder needs to pay INR 1,000 (non-refundable) for document processing through <https://etenders.hry.nic.in> during bid submission.

(C) Earnest Money Deposit (EMD)

- a) EMD shall be deposited through online mode on the single e-Procurement portal i.e., <https://etenders.hry.nic.in>
- b) EMD of all unsuccessful bidders would be refunded as per applicable provisions on e-Procurement portal.
- c) EMD amount is interest free and will be refunded to the unsuccessful bidders without any accrued interest on it.
- d) The EMD may be forfeited:
- i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this Tender.

(D) Submission of Responses

For bidding submission process, the specified PDF document shall be downloaded along with this tender.

(E) Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure-I mentioned in this Tender document.

4.2 Preparation and Submission of Proposal

4.2.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the Tender process, including, but not limited to, costs incurred in conduct of informative & other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DoE to facilitate the evaluation process, & in negotiating a definitive contract or all such activities related to the bid process. DoE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.2.2 Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.3 Evaluation process

- a) DoE will constitute a Proposal Evaluation Committee to evaluate the responses of the Bidders.
- b) The Proposal Evaluation Committee constituted by the DoE shall evaluate the responses to the Tender and all supporting documents /

documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the Tender shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in his Tender.

4.3.1 Tender Opening

Received bids will be opened online. Participated bidders can be present online through portal <https://etenders.hry.nic.in>. Physical presence may not be required. However, participating bidders' authorized representatives can mark their attendance online during bid opening.

4.3.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of opening of Tender.

4.3.3 Tender Evaluation

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals;

- a) are not submitted in as specified in the Tender document.
- b) received without the Letter of Authorization (Power of Attorney).
- c) are found with suppression of details.
- d) with incomplete information, subjective, conditional offers and partial offers submitted.
- e) Submitted without the documents requested in the checklist.
- f) have non-compliance of any of the clauses stipulated in the Tender document.
- g) with lesser validity period.

All responsive Bids will be considered for further processing as below:-

Proposal evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this Tender document. The decision of the Committee will be final in this regard.

- a) Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b) The DoE may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- c) Further, the scope of the evaluation committee also covers taking any decision with regard to the Tender Document, execution/ implementation of the Project including management period.
- d) Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign to mark their presence as evidence of their attendance.

4.4 Proposal document shall be evaluated as per the following steps:-

- a) Preliminary Examination of Pre-qualification/Eligibility Criteria documents:** The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the qualification or eligibility criteria specified in various sections of this Tender document will be rejected and will not be considered further.
- b) Evaluation of Document:** A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender document.

All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:-

- a) Soft copies of supporting documents to be submitted on online portal. However DoE may ask for certified hard copies in quality print as and when required.
- b) Supporting document should clearly indicate value of the completed project and the scope of work/ services should be clearly highlighted.
- c) Completion certificate should clearly indicate the value and execution plan of the project.
- d) In case of Bidder is having Non-Disclosure Agreement (NDA) with their client no such experience will be counted (if agreement copy not submitted).
- e) Incomplete copies submitted by the bidder will not be considered for evaluation.

Bidders failing to comply any of the above then the Bid will be summarily rejected.

4.5 Opening of Financial Proposals:

(A) Evaluation of Financial Bid

- 1) The evaluation will be carried out if financial bids are complete and computationally correct.
- 2) The Bidder, in the financial proposal, quoting the lowest price/rate for the project will be termed as L-1 for further consideration for Contract. The bidder with the second lowest price/rate will be termed as L-2 and so on.
- 3) The price discovery for the Rate Contract will be determined on the basis of the rates quoted by the L-1 bidder and the negotiations, if any, held with the lowest bidder. However, the rate contract negotiations could be held up to L-3 bidder, if the difference between the L-1 quoted rates and those quoted by the L-2 and L-3 is within 5% of the L-1 quoted rates. In cases where the L-1 bidder refuses to further reduce his offered price and the L-2 or L-3 bidders come forward to offer a price which is better than the price offered by L-1 bidder, the bidder whose price is accepted becomes the L-1 bidder.

However, in such a situation, the original L-1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L-1 bidder.

- 4) On determination of the price discovery pursuant to the above process, a counter-offer would be made to all such eligible bidders whose quoted price is within 10% of the L-1 quoted price, for acceptance of the discovered/offered price. Such of the eligible bidders whose quoted price exceeds 10% of the L-1 quoted price shall not be eligible for consideration on the Rate Contract.
- 5) The bidders, agreeing to accept the counter-offer of the discovered price following the above process, may be approved on the Rate Contract.

4.6 Eligibility Criteria for Prequalification, Technical & Financial Proposal

(A) Technical Proposal

For Pre-qualification and Technical bid, the document shall be as per eligibility criteria specified under Section 3.4 & Section 4.4 above, along with the following documentation:

- i. Registration Certificate, as applicable, to verify the existence of Bidder's Agency/Company/Organization, as the case may be.
- ii. Extracts from the audited balance sheet and profit & loss account for the last 03 financial years i.e., 2016-17, 2017-18, 2018-19 & 2019-20 (tentative) (by certified Chartered Accountant) to verify turnover and net worth of Bidder's Agency/Company/Organization.
- iii. Letter of Intent (LoI)/Letter of Acceptance (LoA)/Work Order (WO)/Agreement/ Client certificate/Invoice/ Payment receipt for Bidder's experience and technical capability.
- iv. Self-declaration certificate that the Bidder is not black listed (duly signed by the authorized signatory on its letter head).
- v. Power of Attorney/Board Resolution copy in the name of the person signing the bid.
- vi. Proof for deposit of EMD, as uploaded in e-Procurement portal.
- vii. Tie-up letters/ LoI/ Agreement/ Memorandum of Understanding (MoU) to verify the existing tie-up with various companies/ organizations.
- viii. Letter of Intent (LoI)/Letter of Acceptance (LoA)/Work Order (WO)/Agreement/ Client certificate/ Invoice/Payment receipt to verify experience of running a Call Centre for Central/State Government Departments.
- ix. Letter of Intent (LoI)/Letter of Acceptance (LoA)/Work Order (WO)/Agreement/ Client certificate/ Invoice/Payment receipt to verify experience of running a Call Centre for entities other than Central/State Government Departments.

(B) Financial Proposal

The Bidders shall quote price on lump sum basis on Annexure-X. The assignment will be awarded to the technically qualified Bidder who has quoted the lowest sum of lump sum prices in Indian Rupees, without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected out rightly.

4.7 Modification and Withdrawal of Bids

The Bidder is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of Bids, by giving a written notice to the DoE. Subsequent to the last date for receipt of bids, no modification of Bids shall be allowed online.

4.8 Proposal Forms

- i. Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.
- ii. For all other cases, the Bidder shall design a form to hold the required information in an appropriate manner.
- iii. DoE shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

4.9 Local Conditions

- i. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- ii. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The DoE shall not entertain any request for clarification from the Bidder regarding such local conditions.
- iii. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the DoE. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the DoE on account of failure of the Bidder to know the local laws/conditions.

4.10 Contacting the DoE

Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

Bidder shall not approach DoE employees after office hours and/or outside DoE office premises, from the time of the proposal opening till the time the Contract is awarded.

4.11 Eligibility Criteria

- a) The Bidder shall meet the criteria for eligibility mentioned in the Tender document. The bidder must have valid registration certificates which include registration as Company/Organization/Association etc., Labour Laws, Goods and Services Tax and all other related documents as applicable for this Tender. Bidder will supply its copy of EPF registration and ESI.

- b) Bidder will supply GST Registration No. and PAN No. issued by concerned department.

4.12 Tentative Schedule of Events

Tentative schedule of events regarding this Tender shall be as per the dates and time given in the Fact Sheet.

4.13 Opening of Proposal

First, the envelope containing Earnest Money Deposit (EMD) will be opened online, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second envelope containing Technical Proposal will be opened online.

The Financial proposal would be opened in presence of technically short-listed bidders. The Evaluation Committee or its authorized representative will open the Tenders.

Sequence of online Bid is as follows:

- a. Earnest Money Deposit (EMD)
- b. Technical
- c. Financial

4.14 Deciding Award of Contract

- i. The Bidder quoting lowest price (L-1) shall be considered for further award of Contract, subject to applicable provisions. On refusal of L-1 bidder, the bidder with second lowest price i.e., L-2 shall treated as L-1 and will be offered for award of contract.
- ii. After opening of financial bids and subsequent negotiations, subject to applicable provisions, (if any), the bidder at L-2 or L-3, as the case may be, if agrees to provide services as per the rates quoted by L-1, the DoE will allow the bidder to revise the bid amount in consonance to L-1 and will be further considered for selection as Service Provider.
- iii. The Service Provider(s) selected for the purpose will sign the contract as an individual entity and the terms and conditions, as defined in the tender document will be uniformly applicable upon them.
- iv. The DoE reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The bidder shall furnish the required information to DoE and its appointed representative on the date asked for, at no cost to the DoE. The DoE may at its discretion, visit the office of the bidder any-time before the signing of Contract.
- v. DoE shall inform those bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be returned unopened after completing the selection process.

- vi. The bidder's name, the Proposal Price/Rate, the and other such details as the DoE may consider appropriate, will be announced and recorded at the opening of bid.
- vii. DoE shall inform those Bidders whose proposals are accepted via issuance of Letter of Acceptance (LoA) in duplicate copy. Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed, within seven working days from the issue of LoA by DoE.

Special condition for awarding the Contract:

- i. DoE will sign the Contract with successful bidder(s) for a period of 12 months.
- ii. DoE may extend the Contract for upto another 12 months period on same terms and conditions and monetary values, depending upon the performance of the services provided.

4.15 Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this Tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this Tender and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this Tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligations of confidentiality under this section shall survive rejection of the contract.

- a. The successful bidder must maintain absolute confidentiality of the documents/tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- b. The successful bidder should not use the employment data of the State for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- c. The Bidder must transfer the entire data to the DoE and shall remove/erase from his custody after completion of the contract period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- d. The successful bidder shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by them during execution of the work.

4.16 Execution of Contract

After acknowledgement of the LoA by the Service Provider, a performance security of 10% of the contract value has to be deposited in the form of FDR/TDR/DD/BG of any nationalized /Scheduled Bank in the name of The DDO, Department of Employment Haryana, till the completion of the project. The service provider shall sign the contract within Ten (10) working days from the issue of LoA.

4.17 Duration of the Contract:

The Contract shall be initially valid for a period of 12 months from the date of signing of Contract. However, DoE may extend the contract for up to another 12 months period on same terms and conditions and monetary value depending upon the performance of services provided. The tenure shall start from the date of issue of LOI.

4.18 Terms and Conditions: Applicable Post Award of Contract

4.18.1 Termination Clause

a) Right to Terminate the Process

DoE reserves the right to cancel the contract placed on the Service Provider and recover expenditure incurred by DoE under the following circumstances:-

The Service Provider commits a breach of any of the terms and conditions of the bid. The Bidder goes into liquidation, voluntarily or otherwise.

If the Service Provider fails to provide services as prescribed in scope of work, as prescribed by the DoE, it will be treated as a breach of contract. The DoE reserves its right to cancel the contract in the event of delay and forfeit the balance payable amount as liquidated damages.

In case the Service Provider fails to deliver the services as stipulated in the delivery schedule, DoE reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the Service Provider.

After award of the contract, if the Service Provider does not perform satisfactorily or delays execution of the contract, DoE reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the Service Provider is bound to make good the additional expenditure, which DoE may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

DoE reserves the right to recover any dues payable by the Service Provider from any amount outstanding to the credit of the Service Provider, including the pending bills and/or invoking the bank guarantee under this contract.

b) Consequences of Termination

In the event of termination of the Contract due to any cause whatsoever (whether consequent to the stipulated term of the contract or otherwise), DoE shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Service Provider shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Service Provider to take over the obligations of the erstwhile Service Provider in relation to the execution/continued execution of the scope of the contract.

Nothing herein shall restrict the right of DoE to invoke the DoE Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available DoE under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.18.2 Penalty

The Bidder shall perform its obligations under the contract entered into with the DoE, in a professional manner.

In the event of failure to maintain the SLAs, penalty would be levied subject to a maximum of 10% of the total service cost.

DoE may recover such amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

DoE shall implement all penalty clauses after giving due notice to the bidder.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the DoE reserves the right either to cancel the contract.

4.18.3 Dispute Resolution Mechanism

- i. The Bidder and the DoE shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - b. Matter will be referred for negotiation between Officer nominated by DoE and the authorized official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- ii. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Panchkula only and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- iii. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this Tender document.
- iv. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the project, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- v. The DoE may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Service Provider, if the Service Provider fails to comply with any decision reached consequent upon arbitration proceedings in pursuant to above.

4.18.4 Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing, e-mail or Fax.

A notice shall be effective when delivered or tendered to other party whichever is earlier.

4.18.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the Service Provider or DoE as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

Acts of Central/State Government, including but not limited to war, declared or undeclared priorities, quarantines and embargos etc.

Any directions issued by the constitutional body of the State or Central Government to which compliance is mandatory and the allocated assignment is liable to be stopped till further orders.

Public unrest, terrorist attack in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or DoE shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

4.18.6 Failure to agree with Terms and Conditions of the Tender

Failure of the successful Bidder to agree with the terms & conditions of the Tender shall constitute sufficient grounds for the annulment of the award, in which event DoE may award the contract to the next best value bidder (L-2) or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

4.19 Service Level Agreement (SLA)

SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators, as detailed in the Contract. This section defines various Service Level Indicators which will be considered by the DoE in the Service Level Agreement with successful Bidder. The successful Bidder has to comply with all Service Level Agreements (SLAs) to ensure adherence to project timelines, quality and availability of services. Non-compliance with the SLA attracts penalty.

The penalty shall be imposed on the Service Provider in case it fails to meet the deadlines to be delivered for the project, as specified by DoE. DoE reserve the right to terminate the contract in addition to forfeiture of performance security. However, the penalty shall not be levied on the successful bidder in the event of force Majeure affecting the SLA which is beyond the control of the successful bidder.

4.19.1 Service Level Agreements

A) KPIs and Metrics

Sr. No.	KPI	Metrics
1	Headcount	1. The call center is to be manned by 30 agents at all times during working days. 2. The number of agents required could be decreased by 15 agents with formal communication by the Department.
2	Call Targets	1. The monthly targets shall be communicated by the Department. These would also be revised based on the achievement in the last month. A min of 80% achievement of the target is required.
3	Delay in answer	1. There should not be any delay of more than 20 seconds in answering an inbound call
4	Grievance	1. The number of complaints received from candidates should not be more than 5 in a month.
5	Quality of operations	1. Data entry for all operations needs to be maintained. 2. All Calls should have a standard score (100%) to be maintained digitally. Any dip in this score below 80% would require the quality training for the agent.

B) Penalty on account of operational deficiencies

After commencement of complete system, the deficiencies in operation, maintenance and failure to meet SLAs will attract penalties as under:

Sr. No.	Item	Process for adhering to SLAs	Penalty
1	Default in not deputing Call Center agents in requisite numbers in desired time/shift.	The vendor will provide the biometric attendance records of the call agents logging in and logging out of the system in addition to the call records of each call made by the agents.	If at any point, it is found that the Call Center is running at a lower headcount, three times the financial quote (per short headcount) shall be levied as penalty.
2	Delay in attending candidates call	Average calls per day in a month will be calculated based upon total calls attended during the month divided by the number of days in that month. If total calls in any day exceed average calls per day, then no penalty for delay in attending consumer calls on that day will be levied in case total calls received in a day are less than 100% of the average call per month then penalty will be levied as	For calls as per revised SLA term, held more than 300 seconds Rs. 2/- for each 20 seconds delay in each call.

		per revised SLA Table but, for those calls only which are kept on hold for more than 300 seconds instead of 20 seconds.	
3	Delay in entering the data after each call	After each call, the agent is required to record the information received from the candidate.	If during random checks, it is found that the agent is not updating the details after completing the calls, a penalty of Rs 100/- shall be levied per case basis on the CallCenter.

C) Additional Penalty

In addition to the above, some additional proposed penalties which might be necessary for better performance of Call Center Vendor are as detailed below:

Sr. No.	Description of Penalty	Reason for addition of Penalty clause
1	In case any complaint is received regarding performance of the Call Center then investigation of that complaint will be carried out by the Department through its officers or any other person. During investigation, if any laxity is found on the part of the Call Center, for not following any term of Agreement or amendment thereafter regarding handling of candidate calls then, a penalty of Rs. 1000/- will be imposed per instance in addition to the already mentioned penalties.	To curb the tendency of not following Agreement / SLA terms.

D) Delay in vendor's performance

If the vendor fails to deliver on time as per the time schedule mentioned above, the vendor shall be liable to pay penalty @ 0.5% per week or part thereof of the contract price for implementation of services until the delivery schedules and full deliverables are restored to agreed committed levels subject to a ceiling of 10% of the contract price. Once the maximum is reached, the Department may consider termination of the contract.

C) Blacklisting of firm

The contractor/business associate will be blacklisted,

- i. If the contractor backs out of the contract at any stage, the firm will be issued two 15 days notices to commence the work failing which no further notices will be issued and the firm will be straightway blacklisted, without prejudice to other terms and conditions of the contract.

- ii. If the firm indulges in fraudulent and illegal practices such as forgery, cheating or any civil/criminal wrongdoing or any grave misconduct of similar nature which has a direct impact on the contract and the Department. In such case no notice of default will be issued and the firm will be straightway blacklisted in addition to initiating the legal proceedings etc., without prejudice to the other terms and conditions of the contract.
- iii. If the Business Associate fails to complete the work within the delivery/completion schedule, the deduction of the penalty will commence as per the terms and conditions of the present Bid Documents. On deduction of the complete penalty as admissible, the Business Associate will be issued a 15 days notice to complete the work failing which the Performance Bank Guarantee will be forfeited. Subsequent to the above two 15 days notices will be issued and the firm will be blacklisted thereafter.

The Performance Bank Guarantee of the Blacklisted firms will be forfeited and the firm shall have no claim whatsoever on the same.

However, Procedure and other conditions of contract are regulated by the procurement manual of the Employment Department, so these will be applicable to the Business Associate as per procurement manual and amendments thereof from time to time.

“Period of Blacklisting shall be minimum three years and all Departments of the Government of Haryana shall be intimated about the same.”

5. Right of Monitoring, Inspection and Periodic Audit

The DoE reserves the right to inspect and monitor/assess the progress/performance at any time during the course of the Contract, after providing due notice to the Service Provider. The DoE may demand, and upon such demand being made, the Service Provider shall provide with any document, data, material or any other information required to assess the progress of the Assignment/ execution of the Contract.

The DoE shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Service Provider of its obligations/functions in accordance with the standards committed to or required by the DoE and the Service Provider undertakes to cooperate with and provide to the DoE/any other Agency/Service Provider is appointed by the DoE, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Service Provider failing which they may, without prejudice to any other rights that it may have, issue a notice of default.

5.1 DoE's Obligations

The DoE representative shall interface with the Service Provider to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

DoE shall ensure that timely approval is provided to the Service Provider, where deemed necessary, which should include plans and all specifications related to services required to be provided as part of the Scope of Work.

5.2 Information Security

The Service Provider shall not carry and/or transmit any material, information, layouts, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the DoE, without prior written permission from the DoE.

The Service Provider shall, upon termination of this Contract for any reason, or upon demand by DoE, whichever is earliest, return any and all information provided to the Service Provider by DoE, including any copies or reproductions, both hard copy and electronic.

5.3 Indemnity

The Service Provider shall execute and furnish to the DoE, a Deed of Indemnity in favour of the DoE, in a form and manner acceptable to the DoE, indemnifying DoE from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period out of:

Negligence or wrongful act or omission by the Service Provider or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or

Any breach of any of the terms the Service Provider's Proposal as agreed, the Tender and this Contract by the Service Provider, its team or any agency/ third party.

5.4 Payment Schedule

Total Cost of Services

The total cost of the Services payable is set forth as per the Bidder's proposal to DoE and as negotiated thereafter. Payments under this Contract shall not exceed the amount specified in Financial Form.

5.5 Events of Default by the Service Provider

The failure on the part of the Service Provider to perform any of its obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Service Provider. The events of default as mentioned above may include inter-alia the following:

The Service Provider has failed to perform any instructions or directives issued by the DoE which it deems proper and necessary to execute the scope of work under the Contract, or

The Service Provider has failed to adhere or has fallen short of matching such standards/targets as DoE may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the Service Provider may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by DoE;

The Service Provider has failed to remedy a failure to perform its obligations in accordance with the specifications/guidelines issued by the DoE, despite being served with a default notice which laid down the specific deviance on the part of the Service Provider to comply with any stipulations or standards as laid down by the DoE;

The Service Provider has failed to conform to any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the DoE during the term of this Contract and which the DoE deems proper and necessary for the execution of the scope of work under this Contract.

The Service Provider has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the Tender and this Contract.

There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Service Provider.

The Service Provider has failed to comply with or is in breach or contravention of any applicable laws.

Where there has been an occurrence of such defaults inter alia as stated above, the DoE shall issue a notice of default to the Service Provider, setting out specific defaults/deviances/omissions and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the Service Provider by the DoE and the Service Provider fails to remedy the default to the satisfaction of DoE, the DoE may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the DoE.

5.6 Liquidated Damages

- a. Subject to clause for Force Majeure, if the bidder fails to complete the services under defined scope of work before the scheduled completion date or the extended date or if the Service Provider repudiates the contract before completion of the work, the DoE, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 10% of the project cost from the Service Provider, as Liquidated Damages (LD).
- b. In case it leads to termination, DoE shall give thirty days' notice to the Service Provider of its intention to terminate the contract and shall so terminate the contract unless during the thirty days' notice period, the Service Provider initiates remedial action acceptable to the DoE.
- c. The DoE may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Service Provider in its hands (which includes the DoE right to claim such amount against Service Provider's Bank Guarantee) or which may become due to the Service Provider. Any such recovery or liquidated damages shall not in any way relieve the Service Provider from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

5.7 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s), if any, under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

5.8 Conflict of interest

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

5.9 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

5.10 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

5.11 “No Claim” Certificate

The Service Provider shall not be entitled to make any claim, whatsoever against DoE, under or by virtue of or arising out of, the contract, nor shall DoE entertain or consider any such claim, if made by the Service Provider after it has signed a “No Claim” certificate in favour of DoE in such form as shall be required by it after the work is finally accepted.

5.12 Publicity

The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the DoE first gives its written consent to the Service Provider.

5.13 Retained Rights

Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, “Pre-existing Works”). All rights in Pre-existing Works not expressly transferred or licensed herein are reserved to the owner.

5.14 Limited Liability

a. The Bidder shall not be liable for loss of profit, goodwill, business opportunity, anticipated savings or benefits or any indirect or consequential loss; and

- b. The total liability for all claims connected with the services or this Agreement, whether in tort, contract, statute or otherwise, is limited to the professional fees paid for the services to the bidder.

6. GENERAL

6.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the DoE and Service Provider/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the DoE and Service Provider.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

DoE will not be under any obligation to the Service Provider, except as agreed under the terms of the Contract.

6.2 No Assignment

The Service Provider shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of DoE.

6.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless DoE notifies the Service Provider of its release from those obligations.

6.4 Entire Contract

The terms and conditions laid down in the Tender and all annexures' thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

6.5 Governing Law

This contract shall be governed in accordance with the applicable laws of the Land.

6.6 Jurisdiction of Courts

The Punjab & Haryana High Court at Chandigarh or the District Courts, Panchkula (Haryana) have exclusive jurisdiction to determine any proceeding in relation to the Contract, as the case may be.

6.7 Compliance with Laws

The Service Provider shall comply with the laws in force in India in the course of performing the Contract.

6.8 Notices

A "notice" means: a notice; or consent, approval or other communication required to be in writing under the Contract. All notices, requests or

consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received in two days after mailing or on the date of delivery if personally delivered.

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

6.9 Waiver

- a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

6.10 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

6.11 Taxes

Bidders are required to quote the Rate/Price inclusive of all applicable Taxes. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing applicable tax rates. The taxes, as applicable, shall be borne by the Service Provider. DoE shall not consider any upward variation/fluctuation on account of any foreign exchange at any time or any instruction/amendment pertaining to taxes, duties etc., as issued by the competent Government from time to time, during the validity of the contract.

6.12 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

6.13 Fraud and Corrupt Practices

The Bidders and their respective employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this Tender document, the DoE shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, the DoE shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time,

cost and effort of the Authority, in regard to the Tender document, including consideration and evaluation of such Bidder's Proposal.

Without prejudice to the rights of the DoE under Clause above and the rights and remedies which the DoE may have under the LoA or the Agreement, if an Bidder is found by the DoE to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any Tender or Tender issued by the DoE during a period of two (02) years from the date such Bidder, as the case may be, is found by the DoE to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

“corrupt practice” means

- i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DoE who is or has been associated in any manner, directly or indirectly with the selection process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DoE, shall be deemed to constitute influencing the actions of a person connected with the selection process); or
- ii. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the DoE in relation to any matter concerning the Project;

“fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

“coercive practice” means impairing or harming or threatening to impair or harm, directly indirectly, any persons or property influence any person participation or action in the selection process;

“undesirable practice” means

- (i) establishing contact with any person connected with or employed or engaged by DoE with the objective of canvassing,
- (ii) lobbying or in any manner influencing or attempting to influence the Selection Process; or
- (iii) having a Conflict of Interest; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. SCOPE OF WORK

7.1 Organizational Structure

Sr. No.	Job Role	Responsibilities
1	Manager	Overall call center operations shall be the accountability of the manager.
2	Quality Analyst	Maintaining the quality of calls and operational efficiency.
3	Supervisor	All concerns of the agents and trainings shall be the responsibility of the supervisor.
4	Call Agent	Making calls to the candidates and entering data into the system.

7.2 Personnel Requirements

- The Call Center will be manned by 30 call agents, 2 supervisors and 2 quality analysts. Service Provider will bear the cost of salary of call agents, supervisors and quality analysts as per minimum wages of Haryana Government, amended from time-to-time.
- The call agents will have a minimum qualification of intermediate (+2) from a recognized school board or equivalent with minimum 06 months experience in BPO and having proficiency in Hindi, Haryanvi & English.
- The supervisor will have a minimum educational qualification of graduate (any stream) from a recognized university / accredited institution with a work experience of managing teams (atleast 2 years).
- The Call Center will have an operations manager who will directly coordinate with the Employment Department. For all operational issues and decisions, he/she will have the full authority and responsibility to move ahead.
- The Call Center will run in the day shift of 8 hours (9:00 AM to 5:00 PM) including the break time of an hour. The break time will include the lunch time plus all other time the agent is away from the seat. All agents will be available for making the calls every day, with the exception of Sundays and Gazetted holidays. The lunch time shall be staggered in such a way that the Call Center shall be operational at all times during the working hours. Supervisors shall ensure that the Call Center is operational at all times.
- The attendance shall be maintained through an Aadhaar based biometric system.

7.3 Logistical Requirements

Sr. No.	Item	Details
1	Office Premises	The office premises shall be for 30 call agents and the supervisors shall be arranged by the Employment Department. When the strength is increased, the additional office premises shall be arranged by the Department.

2	Furniture	To be arranged in the office premises by the Department. The responsibility of letting the Department know about the maintenance and ensuring there is no theft lies with the Call Center contractor / business associate.
3	Hardware and software, PRI lines, Toll free nos., Gateway charges	All the equipments related to hardware and software infrastructure to be arranged in the office premises by the service provider.
4	CCCTVs Cameras	CCTVS cameras will be installed to cover all the agents 24*7 & web based access of CCTV link & complaint and supervisory management system.
5	Data Entry	The Contractor / business associate needs to take care of digitization of all operations that take place within the purview of the Call Center. All interactions with the citizens (candidates) and the officers need to be recorded in digital format.

7.4 Statistical Records (based on MIS report requirements)

7.4.1 Reports to be maintained for quality control to be updated later.

7.4.2 Reports to be submitted to the Department

7.5 Forms Used (Front end requirements)

- a) Picking up the job seekers contact numbers
- b) Entering the details of communication
- c) Complaint Management for issues raised by the jobseekers

8 Procedures

8.1 Attending Calls

A) Outbound Calls Outbound Scripts

Sr. No.	Stage	Script
1	Greeting	<p>“Namaste, Mein Rozgar Sahayata Kendra se <Name> bol raha/rahi hun. Rozgar vibhag, aapko rozgaar dene ke awsar pradan karne ke liye karyarat hain. Uske liye hum aapke rozgar ki sthiti ki jaankari lena chahate hain. Kya aapse baat karne ka yeh sahi samay hai?”</p> <p>If yes, move to the question part, else “Aapse baat karne ka dusra kya samay ho sakta hai?” Note the time and move to the closure part.</p>
2	Question	Based on the purpose of the question as given in the next table
3	Answer	“Jawab dene ke liye Dhanyawad”

4	Closure	“Rozgaar vibhag ko apna bahumulya samay dene ke liye dhanyawad. Aapka din mangalmay rahe”
---	---------	---

B) Question Scripts

Sr. No.	Purpose	Script
1	Employment status	“Sabse pehle, hum aapki vartman rozgar sthiti ke baare me janna chahenge. Kya aap abhi kisi bhi tarah ka kaam karte hain – sarkari job, private job, apna khud ka kaam, ya kahin padhai kar rhe hein?”
2	Employment details	Sarkari, Private Job - “Kripya apne company ka naam bataein” “Aap yahan kitne saalon se kaam kar rahe hain” “Aap kis district me kaam kar rahe hain?” “Kya aap apni company ka phone number de sakte hain?”
3	Preferences	If not employed “Kya aap kewal sarkari naukri hi karna chahte hein ya private naukri bhi karna chahenge?” “Kya aap naukri ke liye, apne current address se bahar ja sakte hain?” “Naukri me aap kitni salary ki ummeed karte hain?”
4	Verification	“Kya aap <Company name> me kaam karte hain?” “Kya aapki salana income <xyz> hai?” “Kya aap <district> me kaam karte hain?” “Hamare records me aapki educational qualifications is tarah se hain, kya aap unhe confirm kar sakte hain?” Educational qualifications
5	Followup	“Kya aap <Company name> me kaam karte hain?” “Kya aapki salana income <xyz> hai?” “Kya aap <district> me kaam karte hain?”

C) Inbound Calls

1. Inbound Scripts

Sr. No.	Call Stage	Script
1	Greeting	Namaskar, Rozgar Sahayta Kendra me aapka swagat hain. Main <Name> bol raha / rahi hun. Main kis tarah se aapki sahayata kar sakta / sakti hun?
2	Issue	Refer FAQs for the script for replies
3	Waiting	Aapki sahayata karne ke liye mujhe thoda samay chahiye. Kya main aapki call ko 1 min hold pe rakh sakti/sakta hu. Prateeksha karne ke liye dhanyawaad

4	Closure	Aapki sahayta ke liye ek ticket shuru kar diya gaya hai. Aapko shighra hi is baare me suchit kiya jaega Rozgar vibhag me call karne ke liye aapka dhanyawaad
---	---------	--

2. FAQs for inbound calls

The FAQs shall be updated immediately after the call center is operational along the following topics –

- a. Consent related
- b. Data update
- c. New registration
- d. Query on Rozgar Portal
- e. Feedback /Complaint

9. Orientation and Training

9.1 Initial Training

The contractor shall provide the evidence that the agents have been trained on attending calls before starting the operations. For any new agent that joins, the operations manager shall be responsible to ensure that the nodal officer is notified about the change in attendant and that the training has been completed.

9.2 Quality Training

The Quality Analyst shall define the call standards and regularly check the performance of the agents through recorded calls. If any agent is found to be dipping in quality, the supervisor shall be responsible for training the agent to maintain the quality standards.

The curriculum for this training shall be created at the beginning of operations and updated with time taking inputs from the Department.

10. OTHER GENERAL CONDITIONS

10.1 Intellectual Property Rights (IPR) Use of documents and Information

The bidder shall not, without prior written consent from DoE, disclose/ share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the DoE, in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The bidder shall not, without prior written consent of DoE, make use of any document or information made available for the project, except for purposes of performing the Contract.

10.2 Terms of Payment

The successful Bidder shall bear their own costs of any site survey, conveyance, audits and inspections etc. The terms of payment are inclusive of any costs of the solution. Service Provider will bear the cost of salary of call agents, supervisors and quality analysts as per minimum wages of Haryana Government, amended from time-to-time. Service Provider will follow the Labour Laws of Haryana Government. Service Provider will deposit the EPF & ESI as per Government norms. Proof of deposit of EPF & ESI individually (by name) will be given to the department along with bill of every month. Service Provider will be liable to pay minimum wages of call agents every month in time in every circumstance.

10.3 Obligations

The successful Bidder shall be obliged to implement any proposed changes once approved in accordance with the contract, with effect from the date agreed for implementation.

10.4 Award of Contract

The proposals qualifying the Technical bid followed by the Lowest Price/Rate (L-1) in the Financial bid shall be considered for award of contract. In case, L-1 happens to breach the terms and conditions or rescind during the validity of the contract/project period, DoE reserves the right to call the bidder on L-2 for entering into the contract with DoE.

10.5 Notification of Award

Prior to expiration of the period of bid validity, DoE will notify the successful bidder(s) in writing, that their bid has been accepted.

10.6 Contract Period

The successful Bidder shall sign contract agreement with the DoE for a period of 12 months. However, the contract may be extended for another 12 months on same terms and conditions of the contract.

ANNEXURE I: FORMAT FOR POWER OF ATTORNEY

(To be provide scanned copy of original as part of Technical Proposal (Envelope-B online) on stamp paper of value required under law duly signed by bidder for the Tender)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Contract "Selection of a Call Centre Agency for providing Centralized Candidate Services to the Unemployed Youth of Haryana State" with Department of Employment, Government of Haryana (hereafter referred as DoE), vide RFP/Call Centre/2020-21/01 dated _____, issued by The Director, Department of Employment, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by DoE or any governmental authority, representing us in all matters before DoE and generally dealing with DoE in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

To be executed by the Bidder

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

ANNEXURE II: FORMAT FOR PROPOSAL COVERING LETTER

(Scanned copy of original (duly signed by bidder) as part of Technical Proposal to be uploaded Online (Envelope B) [Date]

To

The Director General,
Department of Employment
Bays No. 55-58, Paryatan Bhawan,
Sector-2, Panchkula.
e-mail: employment@hry.nic.in

Dear Sir,

Ref: Request for Proposal (RFP): "Selection of a Call Centre Agency for providing Centralized Candidate Services to the Unemployed Youth of Haryana State" for Department of Employment, Government of Haryana.

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for "Selection of a Call Centre Agency for providing Centralized Candidate Services to the Unemployed Youth of Haryana State" for Department of Employment, Government of Haryana to meet such requirements and provide such services as required are set out in the RFP:

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake that, if our proposal is accepted, to adhere to the implementation plan or such adjusted plan as may subsequently be mutually agreed between us and Department of Employment, Government of Haryana or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the RFP document issued by a Public Sector Bank in India, acceptable to Department of Employment, for a sum equivalent to 10% of the total price as quoted in our financial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Tender response for a period specified i.e., from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Department of Employment.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Department of Employment is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Department of Employment as to any material fact.

We agree that you are not bound to accept the lowest or any Tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our agency/corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2020

(Signature) (In the capacity of)
Duly authorized to sign the Tender Response for and on behalf of:
(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

Annexure – III : FORMAT FOR AUTHORIZATION (On Company Letterhead)

TO WHOMSOEVER IT MAY CONCERN

This is to authorize Mr./ Ms. _____ son/ daughter/ wife of _____ and presently residing at _____, who is presently employed with us and/or holding the position of _____ for doing in our name and signing on our behalf all such acts, deeds and things as are required in connection with submission of our Proposal for Request For Proposal (RFP) for 'Selection of a Call Centre Agency for providing Centralized Candidate Services to the Unemployed Youth of Haryana State' but not limited to signing and submission of all applications and other documents, participating and providing information/responses to Department of Employment (DoE), Government of Haryana, representing us in all matters before DoE or concerned Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our Proposal/Application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our application for the said Project and/or upon award thereof to us and/or till the entering into of the Contract with DoE.

Signed on behalf of _____

(Signature)

(Name, Title and Address)

ANNEXURE IV- FORMAT FOR DECLARATION FOR NOT BLACK LISTED

(Scanned copy of original to be provided as part of Technical Proposal
(Envelope – B))

Date.....

To

The Director General,
Department of Employment
Bays No. 55-58, Paryatan Bhawan,
Sector-2, Panchkula.
e-mail: employment@hry.nic.in

Dear Sir,

Ref.: Tender No.

I/We _____ hereby confirm that our
Company/Agency/Firm has not been blacklisted by any Central, State
Government /Financial Institution/Court/Public Sector Undertaking etc.

Signature of Bidder.....

Place:

Name.....

Date:

Designation.....

Seal

ANNEXURE V: FORMAT FOR DRAFT PERFORMANCE GUARANTEE

(To be issued by a Bank _____)

This Deed of Guarantee executed at _____ by _____
 — (Name of the Bank)----- having its Head/Registered office at _____
 _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of The DDO, Department of Employment, Government of Haryana, having its office at Directorate of Employment, Government of Haryana, Bays No. 55-58, Paryatan Bhawan, Sector-2, Panchkula (Haryana) (hereinafter called “DoE) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____, a company formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated __/__/2020 issued by DoE and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by DoE as more specifically defined in the aforementioned Document including statement/scope of work and the Agreement executed between the DoE and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ /- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby Guarantee as follows:

The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfill its obligations there under.

We, the Guarantor, shall, without demur, pay to DoE an amount not exceeding Rs. _____ (Rupees _____ only) within 07 (seven) days of receipt of a written demand therefore from DoE stating that the Bidder has failed to fulfill its obligations.

The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the DoE is disputed by the Bidder or not.

The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 17:00 hours IST on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the DoE under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from DoE prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to DoE.

In order to give effect to this Guarantee, DoE shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by DoE or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by DoE against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or

omission on the part of DoE or any indulgence by DoE to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by _____ Bank by the hand of

Mr./Ms. _____ its _____ and authorised office.

Authorized Signatory _____ Bank

ANNEXURE VI: FORMAT: Work Performance Report

- i. Company’s approach & methodology for training for training & delivery (including expertization, quality assurance)

.....

.....

.....

.....

.....

.....

- ii. Company’s experience and strength in customer service rating.

.....

.....

.....

.....

.....

.....

Trainer Details, if any

Sr. No.	Description	Details
1	No. of permanent trainers, having expertise in private sector.	
2	No. of contractual trainers, having expertise in private sector.	
3	Qualifications of Permanent Faculty.	

- iii. Additional details furnished by Company/Firm, if any:

(Company/Firm may use this space to give other details regarding themselves and their experience in design and delivery of employability programs)

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

**ANNEXURE VII: FORMAT for Detail of Organizations/Companies for which
company had performed during last three FY**

Financial Year	Name of Organization	Work order Details	
		No. of Call Agents	Duration of work order
2016-17			
2017-18			
2018-19			
2019-20			

* Please indicate those numbers which tends to meet the eligibility criterion.

Signature of Authorized Signatory

Date:

Company Seal:

ANNEXURE VIII: FORMAT FOR PARTICULARS OF THE BIDDERS

(Scanned copy of original (duly signed by bidder) as part of Technical Proposal to be uploaded Online (Envelope B))

Sr. No.	Description	Details	Document(s) at page no.
1	Name and address of the bidding Agency/Company/Organization		
2	Incorporation status/constitution of the Agency/Company/Organization		
3	Year of Establishment		
4	Name of Registering Authority		
5	Date of Registration		
6	Place of Registration		
7	PAN Card Number		
8	GST Registration Number		
9	Name, Address, email, Phone nos' and Mobile Number of Contact Person		

Any other information, please specify:_____

Signature of Authorized Signatory

Date:

Company Seal:

ANNEXURE IX: FORMAT FOR FINANCIAL CAPABILITY STATEMENT

(Scanned copy of original to be uploaded online as part of Technical Proposal (Envelope – B))

(Duly signed by the Authorized Representative and certified by a Chartered Accountant)

On the basis of audited financial statements, I/We hereby submit that..... (*Name of Bidder Agency*), having registered office at....., has annual turnover of net profit/loss, net worth and annual turnover in past three consecutive financial years (2016-17, 2017-18, 2018-19 and 2019-20 tentative), as follows:

(INR in Crore)

Sr. No.	Financial Year	Net worth	Net Annual Profit / Loss	Annual Turnover
1	2016-17			
2	2017-18			
3	2018-19			
4	2019-20 (tentative)			
TOTAL				
AVERAGE				

Other relevant information, if any: _____

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

Note:

1. Bidder is required to submit the audited financial statements for the past three years (2016-17, 2017-18, 2018-19 and 2019-20 tentative).

ANNEXURE X: FORMAT FOR FINANCIAL BID

(Financial Bid Format has to be filled online in e-procurement portal and should not be attached in any of the envelop during bid submission)

To

The Director General,
Department of Employment,
Bays No. 55-58, Paryatan Bhawan,
Sector-2, Panchkula (Haryana).

Dear Sir,

I/We hereby submit our financial bid for the “Selection of a Call Centre Agency for providing Centralized Candidate Services to the Unemployed Youth of Haryana State” with Department of Employment, Government of Haryana, as per details mentioned in the Tender document within the time specified and in accordance with Terms and Conditions as well as Scope of Work. The price/rates are quoted in the prescribed format given below:

Item	Amount (in INR)
Price/Rate for Establishing and running a Call Centre	=

Terms & Conditions-

1. The above prices/rates for Establishing and running a Call Centre in ROZGAR BHAWAN are valid for a period of 01 year from date of Contract. However, DoE may extend the contract period, on same price/rates.
2. All quoted prices/rates should be inclusive of all applicable taxes and duties prevailing on the date of proposal submission.
3. Since the price proposal is in INR, DoE shall not consider any upward variation/ fluctuation on account of any foreign exchange at any time or any instruction/amendment issued by the competent Government from time to time, during the validity of the contract.
4. Other than what is given above, the bidder is expected to account for any other deliverable in order to make the services successful and will be considered for Financial evaluation.

Signature of Authorized Signatory

Date:

Company Seal:

ANNEXURE XI: PRE-CONTRACT INTEGRITY PACT

1. GENERAL

- 1.1 This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made onthe day of the month..... of 2020 between, the Government of Haryana acting through the Director General, Department of Employment (hereinafter called the "Tendering Authority", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) as the First Party, intends for "Selection of a Call Centre Agency for providing Centralized Candidate Services to the Unemployed Youth of Haryana State" and M/s represented by (hereinafter called the "Bidder", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2 Whereas the Bidder is a (Private Company/Public Company/ Government Undertaking/Partnership firm/Organization) constituted in accordance with the relevant law in the matter and the Tendering Authority is performing its function on behalf of the Government of Haryana.

2. OBJECTIVES

Now, Therefore, the Tendering Authority and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:

- 2.1 Enabling the Tendering Authority to obtain the desired Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and;
- 2.2 Enabling Bidders to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the Tendering Authority will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE TENDERING AUTHORITY

The DoE commits itself to the following:

- 3.1 The DoE undertakes that none of its official shall be connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2 The DoE will, during the pre-contract stage, treat Bidders alike, and will provide to all Bidders the same information and will not provide any such

information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to the other Bidders.

- 3.3 All the officials of the DoE will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the DoE with the full and verifiable facts and the same prima fade found to be correct by the DoE, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the DoE and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DoE the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Tendering Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting an implementation of the contract.
- 4.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fee s, brokerage, or inducement to any official of the Tendering Authority or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3 The Bidder further confirms and declares to the Tendering Authority that the Bidder in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Tendering Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the

Tendering Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the Tendering Authority as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in any State or in India that could justify Bidder's exclusion from the Tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1 Every Bidder while submitting Financial bid, shall deposit an amount as specified in Tender as Earnest Money/Security Deposit, with the Tendering Authority.
- 6.2 No interest shall be payable by the Tendering Authority to the Bidder on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Tendering Authority to take all or any one of the following actions, wherever required:

- 7.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder/s would continue.
- 7.1.2 To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the Tendering Authority and the Tendering Authority shall not be required to assign any reason therefore.
- 7.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 7.1.4 To recover all sums already paid by the Tendering Authority, and in case of the Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Tendering Authority in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 7.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Tendering Authority, along with interest.
- 7.1.6 To cancel all or any other contracts with the Bidder and the Bidder shall be liable to pay compensation for any loss or damage to the Tendering Authority resulting from such cancellation/rescission and the Tendering Authority shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 7.1.7 To debar the Bidder from participating in future bidding processes of the Government of Haryana for a minimum period of five years, which may be further extended at the discretion of the Tendering Authority.
- 7.1.8 To recover all sums paid in violation of this Pact by Bidder/s to any middlemen or agent or broken with a view to securing the contract.
- 7.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Tendering Authority with the Bidder, the same shall not be opened.
- 7.1.10 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Tendering Authority, or alternatively, if any close relative of an officer of the Tendering Authority has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling of Tender. Any failure to disclose the interest involved shall entitle the Tendering Authority to rescind the contract without payment of any compensation to the Bidder.
- 7.1.11 The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a

child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- 7.1.12 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Tendering Authority, and if he does so, the Tendering Authority shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Tendering Authority resulting from such rescission and the Tendering Authority shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 7.2 The decision of the Tendering Authority to the effect that a breach of the provisions of this pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

The Bidder undertakes that he has not provided such services for project (refer scope of work) at a price lower than that offered in the present bid in respect of any other Central/State Government Department and if it is found at any stage that similar services for such project was supplied by the Bidder to any other Central/State Government Department at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Tendering Authority, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1 The Tendering Authority will appoint Independent Monitors (hereinafter referred to as Monitors) for this Contract.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.
- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Tendering Authority.

9.6. The Monitor will submit a written report to the designated Authority of Tendering Authority as and when required.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Tendering Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the Tendering Authority.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to the period of 01 year or the complete execution of the contract to the satisfaction of both the Tendering Authority and the Bidder whichever is later. However, the Tendering Authority reserves the right to extend the contract up to another 01 year on same price/rates. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact
aton.....

TENDERING AUTHORITY

BIDDER

Name of the Officer

Name of the Authorized Person

Designation

Designation

Witness

Witness

1)

1)

2)

2)