EoI/SGA/2018-19/01
Expression of Interest (EoI) for
Empanelment of Security Guard Aggregator
for Training & Employment of
Unemployed Youth of Haryana State

Department of Employment
Government of Haryana

Department of Employment
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Sector-2, Panchkula (Haryana)- 134151
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Phone No.- 0172-2570065
Disclaimer

The information contained in this Expression of Interest ("EoI") or subsequently provided to Security Guard Aggregator(s), whether verbally or in documentary or any other form by or on behalf of the Department of Employment (herein after “DoE”) is provided to interested parties on the terms and conditions set out in this EoI and such other terms and conditions subject to which such information is provided.

This EoI is not an agreement and is neither an offer nor an invitation by Department to interested Agencies/Organizations/Parties who apply for empanelment as Security Guard Aggregator(s) (hence forth “SGAs”) in response to this EoI. The purpose of this EoI is to provide SGAs with information that may be useful to them in preparing and submitting their proposals (“Proposal”) for empanelment as SGAs with DoE for providing Training and Placement to Unemployed Youth of Haryana State.

DoE makes no representation or warranty and shall have no liability to any person or SGA under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EoI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EoI and any assessment, assumption, statement or information contained herein or deemed to form part of this EoI or arising in any way from this empanelment process.

DoE may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EoI.

The issue of this EoI, DoE does not imply that DoE is bound to empanel any SGA(s) or select any SGA(s) for any project. DoE reserves the right to reject all or any of the SGAs without assigning any reason whatsoever.

The SGAs shall bear all 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 DoE or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the SGA and DoE shall not be liable in any manner for the same or for any other costs or expenses incurred by a SGA in preparation or submission of the Application, regardless of the conduct or outcome of this EoI and related processes.
Introduction

1.1 Contents of this EoI

1.1.1 This EoI comprises the Disclaimer set forth hereinabove, the contents as detailed below, and will additionally include any Addenda.

1.2 Background of Department of Employment (DoE)

1.2.1 The DoE is providing employment assistance and disseminating employment & career information to all its stakeholders through its network of 55 Employment Exchanges. This includes 01 State Employment Exchange at Panchkula along with 03 Cells i.e., i) Professional & Executive (P&E) Cell, ii) Scheduled Caste (SC) Cell & iii) Physically Handicapped (PH) Cell, 04 Divisional Employment Exchanges, 16 District Employment Exchanges, 31 Sub Divisional Employment Exchanges and 03 University Employment Information and Guidance Bureaux. An approximation of 5.00 lakh job seekers have got themselves registered for gainful employment. The DoE administers the Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959 and Rules made thereof. The Employment Exchanges perform mainly three types of functions viz. Registration of applicants and their placement, providing vocational guidance to job seekers and collection and compilation of employment market information data from establishments in the organized sector. The Employment Exchanges are rendering free services to employers as well as to job seekers.

1.2.2 The primary objectives of DoE are:

- To act as a platform for job seekers and provide assistance in getting employment;
- To obtain, provide accurate and quality Labour Market Information for planning and decision making in a timely manner.
- To provide relevant employment counselling, assessment of capabilities and vocational guidance services to job seekers in improving their employability;
- To provide financial assistance by disbursing unemployment allowance and honorarium;
- To develop skill set of unemployed youth by imparting skill training programs.
- To facilitate the unemployed youth of Haryana domicile.

1.3 Objective of the Empanelment of Security Guard Aggregators (SGAs)

1.3.1 To give impetus to employment initiatives in the State, DoE intends to empanel ‘Security Guard Aggregator(s) (herein referred as SGAs) for Training and Placement of Unemployed Youth of Haryana State’. It is of paramount importance that the empanelment as ‘SGAs’ mandates training, if required and assured offer of employment to the unemployed youth of Haryana State as Security Guards.

1.3.2 Empanelment of SGAs shall be based on evaluation criteria as specified in Clause 3.3.4

1.3.3 In pursuance to this EoI, the SGAs selected for empanelment as SGAs will be responsible for training of unemployed youth, if required, for their assured offer of employment as security guards. The required training infrastructure shall be done for by the empanelled SGAs. The training
cost, if any, for the programmes run by the SGAs shall be exclusively borne by the respective SGAs only.

1.3.4 DoE shall not bear any kind of financial liability, whatsoever, under any circumstances. Also, there shall be no remittance of any funds/monies to the empanelled SGA(s) towards infrastructure setup or training delivery for skill development programs under the SGAs.

1.3.5 The SGAs shall fulfil all relevant requirements of applicable Acts & Rules, Notification/Amendments made thereof.

1.4 General Terms for Empanelment as SGAs

1.4.1 SGA must be eligible to apply for empanelment as per Clause 2.1.

1.4.2 The tenure of the empanelment shall be for a period of two (02) years from the date of empanelment. However, the period of empanelment may be increased on mutual consent of the parties in agreement/MoU.

1.4.3 DoE, at its discretion, can modify or terminate the Panel earlier than the expiry of the two (02) year period in the event of change in law or due to other relevant reason(s).

1.4.4 DoE reserves the right to empanel any number of Agencies as SGAs, as deemed fit.

1.4.5 Empanelment as SGAs will be undertaken for providing training, if any, and assured placements of unemployed youth of the State, for placement as Security Guards.

1.4.6 Empanelment with DoE will not entail any form of income/award of work/retainer fees. It is explicitly understood that DoE will not bear any financial liabilities. Also, before joining the job, there shall be no financial liability on the candidates to whom training and employment have been done, as the case may be.

1.4.7 The SGAs selected for empanelment shall enter into an agreement with DoE in the form of Memorandum of Understanding (MoU).

1.5 Description of Empanelment Process

1.5.1 Interested eligible SGAs can participate in the Empanelment Process by submitting their proposal in the format given in the Appendix. To get empanelled, each SGA must submit a single proposal.

1.5.2 Eligible SGAs shall be considered for empanelment with DoE and may be invited for a presentation before a competent Committee appointed by DoE if they meet the requisite cut-off as per Clause 3.3.3.

1.5.3 The selected SGAs shall enter into a Memorandum of Understanding (MoU) with DoE. However, a separate MoU shall be signed by each of the SGA, selected to be empanelled.

1.5.4 Along with the Proposal, a SGA is required to deposit a refundable fee of Rs. 5,000/- (Rupees Five Thousand only). The Prescribed Fee must be in the form of a crossed demand draft drawn on any scheduled bank in favour of “DDO, Department of Employment”, payable at par in Chandigarh.

1.5.5 DoE shall endeavour to adhere to the following schedule but reserves the right to alter the same:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details</th>
<th>Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Issuance of EoI</td>
<td>1st March, 2018</td>
</tr>
<tr>
<td>2.</td>
<td>Last date for submission of Proposals</td>
<td>8th March, 2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(03:00 PM IST)</td>
</tr>
<tr>
<td>3.</td>
<td>Opening of Proposals</td>
<td>8th March, 2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(04:00 PM IST)</td>
</tr>
<tr>
<td>4.</td>
<td>Signing of MoU with SGAs</td>
<td>13th March, 2018</td>
</tr>
</tbody>
</table>
1.6 **Terms and Scope of Work**

Following will be preferred mode to operationalise the scope of work:

1.6.1 Subsequent to empanelment as Security Guards Aggregators (SGAs) under the present Empanelment Process, the Empanelled SGAs may conduct seminars / workshops to educate the unemployed youth about the employment opportunities existing in the related sector i.e., security guard sector.

1.6.2 SGAs may conduct employability assessment of candidates to define their job roles before commencing training, if any.

1.6.3 The following are the broad scope of work for Empanelled SGAs:

a) **Mobilization of Unemployed Youth**
   - Prior to initiation of training, if any, ground-level mobilization must be done by empanelled SGAs at the places identified in consultation and support of DoE.
   - Mobilization should be accompanied by counselling wherein empanelled SGAs are expected to provide candidates all possible information on the nature of work in the sector/ trade, availability of jobs, potential pay and entitlements, growth prospects and risks involved. However, DoE shall extend its active support for the purpose.

b) **Facilitation for Candidates**
   - Providing employment to the candidates is the prime focus of DoE. So, achievement of outcomes, in terms of providing employment, shall be a crucial element for assessing the performance of empanelled SGAs at the time of empanelment renewal.
   - Before joining the job, there shall be no liability on part of the trainee for making payment in any form. The same shall be applicable for their placements too.

i) **Post Placement Tracking and Support**
   - The empanelled SGAs are required to track and report successfully placed candidates for a period of 01 year, starting from the date of joining of the candidate.
   - SGAs shall be required to furnish information such as appointment letter, remuneration, etc. to DoE as per terms of the agreement between DoE and the empanelled SGAs.

1.6.4 The following are the broad scope of responsibility of DoE

a) **Promulgating the SGAs Programs:** DoE shall take all steps necessary to promulgate the project in all the districts of Haryana.

b) **Monitoring of SGAs Programs:** DoE shall undertake regular monitoring of SGAs as well as perform annual reviews of training quality, if any and their successful placements after completing the programs.

1.6.5 All records including but not limited to those pertaining to attendance, class progress, assessment, certification, and training outcomes, must be maintained and provided with a copy to DoE.
2. Instructions

A. General

2.1 Eligibility Criteria

2.1.1 SGA must be a legal entity in the form of Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Society / Trust.

2.1.2 In case the intending SGA is desirous for empanelment as SGA, it may submit their proposal through their Parent Organization/Company. The details of the Parent Organization/Company, including financial statements shall be enclosed. However, the DoE reserves the right for empanelment of such SGA, as deemed fit.

2.1.3 SGA or its parent Organization/Company must have a minimum total turnover of Rs. 50 Crores being generated from training/placement services in security sector during the past 03 financial years i.e., 2014-15, 2015-16, 2016-17.

2.1.4 SGA must have prior experience in training/placement in the Security Sector.

2.1.5 SGA must not have ever been blacklisted by any State Government / Central Government/ Govt. Autonomous Bodies/PSUs.

2.1.6 SGA must have an office in Haryana and/or Chandigarh.

2.1.7 SGA must have requisite licenses/permissions, as required by Law.

2.1.8 The documented proof, pertaining to 2.1.1 to 2.1.7 must be enclosed with proposal.

2.2 General Terms of Proposal Submission

2.2.1 Each SGA must submit a single proposal.

2.2.2 DoE shall receive the proposal in accordance with the terms set forth in this EoI and other documents that may be provided by DoE in pursuant to this EoI, as amended/ clarified from time to time by DoE.

2.2.3 Along with the Application, the SGA is required to deposit a refundable prescribed fee of Rs. 5,000/- (Rupees Five Thousand only), in line with details provided in Clause 1.5.4. The EoI shall be summarily rejected if it is not accompanied by the Prescribed Fee.

2.2.4 SGAs shall not have a conflict of interest that affects the empanelment process. Any SGA found to have a conflict of interest is liable to be disqualified.

2.2.5 Any misrepresentation shall lead to disqualification of the SGA.

2.2.6 DoE will not return any proposal or any information provided along therewith.

2.2.7 In case it is found at any time during or subsequent to the empanelment process or anytime during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the SGA or that the SGA has made material misrepresentation or has given any materially incorrect or false information, the SGA shall be disqualified forthwith and any Agreement/ Contract/MoU, if signed, shall be liable to be terminated by a communication in writing by DoE to the SGA, without DoE being liable in any manner whatsoever to the SGA.

2.2.8 DoE reserves the right to verify all statements, information and documents submitted by the SGA in response to the EoI. Failure of DoE to undertake such verification shall not relieve the SGA of its obligations or liabilities hereunder nor will it affect any rights of DoE there under.
2.2.9 The SGAs shall be responsible for all the costs associated with the preparation of their proposal and their participation in the Empanelment Process. DoE will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Empanelment Process.

2.3 Due Diligence, site visit and verification of information

2.3.1 It shall be deemed that by submitting the proposal in respect to this document, the SGA has:

a) made a complete and careful examination of the EoI;

b) received all relevant information requested from DoE;

c) satisfied itself about all matters, things and information necessary for submitting an informed Proposal and for execution of work in accordance with the EoI and for performance of all of its obligations thereunder.

2.4 Right to Accept and to Reject any or all Proposals

2.4.1 Notwithstanding anything contained in this EoI, DoE reserves the right to accept or reject any proposal and to annul the empanelment process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.4.2 Such misrepresentation/ improper response as described herein shall lead to the disqualification of the SGA.

2.4.3 In case, it is found during the evaluation of proposals or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the SGA or that the SGA has made material misrepresentation or has given any materially incorrect or false information, the SGA shall be disqualified forthwith and the Agreement/Contract/MoU, if signed, shall be liable to be terminated by a communication in writing by DoE to the SGA, without DoE being liable in any manner whatsoever to the SGA.

(B) Documents

2.5 The following are the appendices attached as a part of this EoI:

a) Format for covering letter for the Proposal.

b) Format for affidavit on not being blacklisted.

c) Format for SGA details.

d) Format for Financial capability statement.

e) Format for Placement record.

f) Format for Additional information.

g) Format Information on plan regarding proposed number of Job Opportunities/Placement (Year 2018-2019 to 2019-2020) in Haryana State.

h) Format for authorization for signing of proposal & other documents.

Apart from attachment of above referred documents, the documents as specified at Clause 2.1 must be enclosed with the application.

2.6 Amendment of EoI

2.6.1 At any time prior to the deadline for submission of Proposals, DoE may, for any reason, whether at its own initiative or in response to
clarifications requested by a SGA, modify the EoI by the issuance of Addenda.

2.6.2 Any addenda issued subsequent to this EoI, but before the Proposal Due Date, will be deemed to form part of this EoI.

2.6.3 Any Addendum thus issued will be uploaded on the DoE website (https://hreyahs.gov.in). DoE will post the addendum/ replies to the queries on the DoE website without identifying the source of queries.

2.6.4 In order to afford the SGAs a reasonable time for taking an Addendum into account, or for any other reason, DoE may, at its own discretion, extend the timelines mentioned in Clause 1.5.5, having due regard for the time required by the SGAs to address such amendment.

2.6.5 Any modification and amendment in the EoI or the timelines as stated in Clause 1.5.5 shall be uploaded on the DoE website. Prospective SGAs are requested to remain updated with regard to any addendum / notices / amendments/clarifications etc. on the DoE website (https://hreyahs.gov.in). DoE may not provide separate notifications for such addendum/notices/amendments/clarifications, etc. in the print media (press) or individually.

C. Preparation and Submission of Proposal

2.7 Format of Proposal Submission

2.7.1 The SGA shall provide all information sought under this EoI. DoE will evaluate only those proposals that are received in the required formats and complete in all respects.

2.7.2 The proposal should be neatly typed in indelible ink and signed by the authorised signatory of the SGA. All pages should be numbered. All alterations, omissions, additions or any other amendments made to the Proposal must be initialled by the person(s) signing the proposal.

2.8 Sealing and Submission of Proposals

2.8.1 The SGA shall submit the proposal in the formats specified in the Appendices, inside a sealed envelope marked as “For Empanelment as Security Guard Aggregator (SGA) for Training & Placement of Unemployed Youth of Haryana State”. The envelope shall clearly indicate the name, address and contact details of the SGA.

2.8.2 The documents accompanying the Proposal shall be numbered serially and placed in the order mentioned below, along with this checklist:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cover Letter with the Application</td>
<td>Appendix–I</td>
</tr>
<tr>
<td>2</td>
<td>Affidavit on not being blacklisted</td>
<td>Appendix–II</td>
</tr>
<tr>
<td>3</td>
<td>SGA Details</td>
<td>Appendix–III</td>
</tr>
<tr>
<td>4</td>
<td>Financial Capability Statement</td>
<td>Appendix–IV</td>
</tr>
<tr>
<td>5</td>
<td>Placement Record</td>
<td>Appendix–V</td>
</tr>
<tr>
<td>6</td>
<td>Additional Information</td>
<td>Appendix–VI</td>
</tr>
<tr>
<td>7</td>
<td>Information on plan regarding proposed number of Job Opportunities/Placement (Year 2018-2019 to 2019-2020) in Haryana State</td>
<td>Appendix–VII</td>
</tr>
<tr>
<td>8</td>
<td>Authorization for Signing of Proposal/Application &amp; other documents</td>
<td>Appendix–VIII</td>
</tr>
<tr>
<td>9</td>
<td>Attachment of Documents as specified at clause 2.5</td>
<td>--</td>
</tr>
<tr>
<td>10</td>
<td>DD for Prescribed Fee</td>
<td>Rs. 5,000</td>
</tr>
<tr>
<td>11</td>
<td>CD containing soft copy of the Proposal including all information provided as part of Appendix I-VIII in editable MS Office (Word/Excel/PowerPoint) format</td>
<td>--</td>
</tr>
</tbody>
</table>
2.8.3 Along with the original set, a true copy of the Proposal with all documents as per the checklist in Clause 2.8.2 should be submitted. The true copy should be placed in another envelope and marked as: "Copy of Proposal".

2.8.4 Both the original and true copy of the Proposal should be addressed to:

The Director,
Department of Employment,
Bays no. 55-58,
Paryatan Bhawan,
Sector-2, Panchkula (Haryana)- 134151

2.8.5 Proposals should be submitted at the address mentioned in Clause 2.8.4 by registered post or courier or in person. In case of Proposals submitted in person, a receipt thereof should be obtained from the person specified at Clause 2.8.4 or a designated person authorized by him for this purpose.

2.8.6 Proposals submitted by fax or e-mail shall not be entertained.

2.9 Proposal Due Date

2.9.1 Proposals should be submitted by 3:00 PM IST on the Proposal Due Date as per Clause 1.5.5 at the address provided in Clause 2.8.4 in the manner and form as detailed in this EoI. DoE may, at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.6 uniformly for all SGAs.

2.9.2 Proposals received by DoE after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected. DoE will not be responsible in any manner for late receipt of Proposals.

2.10 Modifications / Substitution / Withdrawal of Proposals

2.10.1 SGAs may not modify, substitute or withdraw their Proposals after submission. Information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by DoE, shall be disregarded.

2.11 Rejection of Proposals

2.11.1 DoE reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for DoE to accept any Proposal or to give any reasons for their decision.

2.11.2 DoE reserves the right not to proceed with the Empanelment Process at any time, without notice or liability, and to reject any Proposal without assigning any reason(s).

2.12 Validity of Proposals

2.12.1 The Proposals shall be valid for a period of not less than 90 (ninety days) days from the acceptance of proposal. The validity of Proposals may be extended by mutual consent of DoE and the SGAs.

2.13 Confidentiality

2.13.1 Information relating to the examination, clarification, evaluation and recommendation for the SGAs shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DoE in relation to or matters arising out of, or concerning the Empanelment Process.

2.13.2 DoE will treat all information, submitted as part of the Application, in confidence and will require all those who have access to such material
to treat the same in confidence. DoE may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DoE.

2.14 Correspondence with the SGA

2.14.1 DoE reserves the right to not entertain any correspondence with any SGA in relation to acceptance or rejection of any Application.

3. Evaluation of Applications

3.1 Opening and Evaluation of Proposals

3.1.1 DoE shall open the Proposals at 04:00 PM IST, on the scheduled date & time, at the address specified in Clause 2.8.4 and in the presence of the SGA(s) who choose to attend.

3.1.2 DoE will subsequently examine and evaluate the Proposals in accordance with the provisions set out in Clause 3.2 and Clause 3.3 below.

3.1.3 If at any time during the evaluation process DoE requires any clarification, it reserves the right to seek such information from any or all of the SGAs and the SGAs will be obliged to provide the same with supporting documents in the specified time frame.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Proposals, DoE shall determine whether each Proposal is responsive to the requirements of the EoI. A Proposal shall be considered responsive only if:

a) it is received as per Clause 2.7 and Clause 2.8;

b) it is received by the Proposal Due Date including any extension thereof;

c) it is accompanied by the Prescribed Fee;

d) DoE not containing any condition or qualification; and;

e) it is not non-responsive in terms hereof.

3.2.2 DoE reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DoE in respect of such Proposal.

3.3 Evaluation and Selection of SGAs for Empanelment

3.3.1 The SGA has to be adjudged as responsive in terms of Clause 3.2.1 for participating in the Proposal process.

3.3.2 The SGA deemed eligible as per Clause 2.1 and responsive as per Clause 3.2.1 will be shortlisted, as per the Evaluation Criteria at Clause 3.3.4 for further consideration.

3.3.3 The SGA who score at least 50 out of maximum 100 marks shall qualify. However, the DoE may reduce the criteria of marks, if required.

3.3.4 The selection process shall be based on the evaluation criteria provided in the table below:

<table>
<thead>
<tr>
<th>Evaluation Criteria for Security Guard Aggregator (SGA)</th>
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<tbody>
<tr>
<td>Sr. No.</td>
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<tr>
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<tr>
<td>1</td>
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</tbody>
</table>

*Total Turnover of SGA in the past 03 financial years:

General Scoring:

- Turnover from 50-100 crores: 20
- Turnover from 101-500 crores: 30
<table>
<thead>
<tr>
<th>Proposed Number of Placement</th>
<th>(Max. Marks 50)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Number of Placement for Unemployed Youth of Haryana State in Two (02) Years (figures to be calculated in aggregate)</td>
<td></td>
</tr>
</tbody>
</table>

**General Scoring:**

- Placement of up to 5000 job seekers: 10
- Placement of up to 5001 to 10000 job seekers: 20
- Placement of up to 10001 to 15000 job seekers: 30
- Placement of up to 15001 to 20000 job seekers: 40
- Placement of up to 20001 to 25000 job seekers: 50

* Turnover of Parent Organization shall be detailed (refer clause 2.1.2)

3.3.5 The SGAs shall have to indicate the proposed employment assurance for the unemployed youth of the State.

3.3.6 The SGAs shall be considered for empanelled on the basis of obtained scores after aggregating the scores awarded on the basis of “Overall Score”. The successful SGAs scoring 50 marks out of 100 marks (as per criteria) will be shortlisted and considered finally for empanelment as SGAs with DoE by way of MoU.

3.3.7 The SGAs who have been in existence for less than 3 financial years may submit data pertaining to the duration of their existence, as per clause 2.1.2. However, it shall be the sole discretion of DoE for their further consideration for empanelment as SGA, keeping in view the interest of the unemployed youth of the State.

3.3.8 The performance of empanelled SGAs shall be assessed annually at the time of empanelment renewal, in accordance with the performance.

3.3.9 The selected SGA shall enter into a contract by way of Memorandum of Understanding (MoU) as mentioned at Clause 1.4.7

**3.4 Contacts during Proposal Evaluation**

3.4.1 Proposals shall be deemed to be under consideration immediately after they are opened and until such time DoE makes official intimation of award/rejection to the SGAs. While the Proposals are under consideration, SGAs and/or their representatives or other interested parties are advised to refrain from contacting, by any means, DoE and/or their employees/representatives on matters related to the Proposals under consideration.

**4. Fraud and Corrupt Practices**

4.1.1 The SGAs and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during and subsequent to the Empanelment Process and during the subsistence of the Agreement.

4.1.2 Notwithstanding anything to the contrary contained herein, or in the Agreement/MoU, DoE shall reject a Application, withdraw any award of work, or terminate the Agreement/MoU, as the case may be, without being liable in any manner whatsoever to the SGA, if it determines that the SGA has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, undesirable practice or restrictive practice in the Empanelment Process.
4.1.3 For the purposes of Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a. “corrupt practice” means (i) the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DoE who is or has been associated in any manner, directly or indirectly with the Empanelment Process or award of work or has dealt with matters concerning the Agreement or arising therefrom, 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 DOE, shall be deemed to constitute influencing the actions of a person connected with the Empanelment Process); or (ii) engaging in any manner whatsoever, whether during or after the empanelment process 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 Agreement, who at any time has been or is a legal, financial or technical adviser of DoE in relation to any matter concerning the project;

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

c. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DOE with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (ii) having a Conflict of Interest; and;

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

5. Miscellaneous

5.1.1 The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Panchkula/Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process.

5.1.2 DoE, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) suspend and/ or cancel the Empanelment Process and/ or amend and/ or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto;

b) consult with any SGA in order to receive clarification or further information;

c) retain any information and/or evidence submitted to DoE by, on behalf of, and/ or in relation to any SGA; and/ or

d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any SGA.
5.1.3 It shall be deemed that by submitting the Proposal, the SGA agrees and releases DoE, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.1.4 The SGAs shall be required to operate at any of the District or all the Districts of Haryana State.

5.1.5 The performance of Empanelled SGAs shall be assessed annually on their achievement of performance targets, for further renewal of agreement. If targets proposed as part of the Proposal by the SGA are met in full, the performance will be considered as satisfactory. If less than 60% of the target is met, then the performance will be deemed as poor and in such cases, the renewal of contract is sole discretion of DoE.
Appendix – I
Format – Covering Letter
To
The Director,
Department of Employment,
Bays no. 55-58, Paryatan Bhawan,
Sector-2, Panchkula (Haryana)- 134151

Subject: **Empanelment as Security Guard Aggregators for Training & Placement of Unemployed Youth of Haryana State.**

This is in response to the EoI issued by the Department of Employment (DoE), Government of Haryana (Ref. No.……………………………..) dated …………. We………………………………………… (name of the SGA) are keen to get our self empanelled with DoE as a ‘Security Guard Aggregators for Training & Placement of Unemployed Youth of Haryana State’ and hereby express our interest in being considered for the same.

Please find enclosed one original and one true copy of our Proposal. We have also attached the requisite Prescribed Fee of Rs. 5,000/- in the form of Demand Draft No. …………….. dated …………… drawn on ……………………………. We hereby confirm that:

1. The EoI is being submitted by ………………………………… which is the “SGA” in accordance with the conditions stipulated in the EoI.

2. We have examined in detail and have understood the terms and conditions stipulated in the EoI issued by DoE and in any subsequent communication sent by DoE. We agree and undertake to abide by all these terms and conditions. Our EoI is consistent with all the requirements of submission as stated in the EoI or in any of the subsequent communications from DoE.

3. The information submitted in our EoI is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our EoI. We acknowledge that DoE will be relying on the information provided in the EoI and the documents accompanying such EoI, for Selection of SGA (organization/agency) for empanelment as Security Guard Aggregator (SGA) for Training & Placement of Unemployed Youth of Haryana State as Security Guards and we certify that all information provided in the application/proposal is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such EOI are true copies of their respective originals.

4. We acknowledge the right of DoE to reject our EoI without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the EoI.

6. This EoI is unconditional and we hereby undertake to abide by all the terms and conditions of the EoI.
7. We understand that any work sanctioned in pursuance to the empanelment process detailed in this EoI shall be on the terms and conditions specified in the Letter of Award/ Work Order/ Agreement/MoU pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.

8. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, undesirable practice or restrictive practice.

For and on behalf of: Signature:
Name: Designation:

(Company Seal)
(Authorized Representative and Signatory)

**Note:** The Covering Letter is to be submitted by Authorized Representative and Signatory on the organization’s letterhead with his/her dated signature and seal.
Appendix – II

Affidavit for not being blacklisted

(Affidavit on non-judicial stamp paper by Authorized Representative and Signatory of the SGA with his/her dated signature and company seal)

Affidavit

I/ We, on behalf of ..............................................................(name of SGA), with its registered office at .............................................................. do hereby declare that the above-mentioned SGA has not ever been blacklisted/ debarred by any State/Central Government/Public Sector Undertaking/Any independent Organization etc.

For and on behalf of:
Signature:
Name:
Designation:
Date:

(Company Seal)
(Authorized Representative and Signatory)
Appendix–III Format

Details of SGA
(To be provided by Authorized Signatory on Letterhead with his/her dated signature and company seal)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Details</th>
<th>Document at Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Legal Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Status / Constitution of the SGA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Name of Registering Authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Registration Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Date of Registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Place of Registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>PAN Card Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>GST Identification Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>License/Permission issued by Government Authority of Haryana State</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: All other documents as specified at Clause 2.1 must be enclosed and enumerated.

For and on behalf of:

Signature:
Name:
Designation:
Date:

(Company Seal)
(Authorized Representative and Signatory)

Note: Copy of appropriate registration / incorporation certificate along with a copy of PAN card should be appended as a part of this form. Copies of all documents should be appended in the same order as mentioned in the table. All financial documents should be duly certified by a Chartered Accountant.
Appendix– IV

Format– Financial Capability Statement

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

On the basis of audited financial statements, I/We hereby submit that………………………… (Name of SGA), having registered office at…………………………………………………………….., has annual turnover of net profit/loss, net worth and annual turnover in past three consecutive financial years (2014-15, 2015-16 and 2016-17), as follows:

(INR in Crore)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Financial Year</th>
<th>Net Worth</th>
<th>Net Annual Profit / Loss</th>
<th>Annual Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2014-15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2015-16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>2016-17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>AVERAGE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For and on behalf of:

Signature:
Name:
Designation:
Date:

(Company Seal)
(Authorized Representative and Signatory)

Note:
1. SGA is required to submit the audited financial statements for the past three years (2014-15, 2015-16 and 2016-17).
2. SGA who has not been in existence for three financial years may provide details pertaining to the duration of their existence, in pursuance to clause 2.1.2.
3. All supporting documents should be duly certified by a Chartered Accountant.
## Appendix – V

**Format – Placement Record**

*Placement Record in Past 03 Financial or Calendar Years*

<table>
<thead>
<tr>
<th>Place/Area where Security Guards Placed (A)</th>
<th>Total no. of Candidates Placed (B)</th>
<th>Average salary range of Placed Candidates (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

*Total for past 03 financial years*

Note: Attach supporting document corresponding to each item under (A, B & C). SGAs not having aforesaid details may furnish the information, as available, but, duly verified by the of their parent organization/company *(refer clause 2.1.2)*

For and on behalf of:

*Signature:*
*Name:*
*Designation:*
*Date:*

*(Company Seal)*
*(Authorized Representative and Signatory)*
Appendix – VI

Format – Additional Information

i. SGA’s approach & methodology for training & delivery (including mobilization, placement, quality assurance)

ii. SGA’s experience and strength in securing placement to unemployed youth

iii. Trainer Details, if any

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>No. of permanent trainers, having expertise in security sector</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>No. of contractual trainers, having expertise in security guard sector</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Qualifications of Permanent Faculty</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>No. (and basic details) of career counsellors working for the SGA, if any</td>
<td></td>
</tr>
</tbody>
</table>

(v) Additional details furnished by SGA, if any:

(SGA 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)
Appendix – VII

Format – Information on Plan Regarding Proposed Number of Job Opportunities/Placement (2018-2019 to 2019-2020)* in Haryana State

Year 2018-19  (1st Biannual Plan)  Year 2018-19  (2nd Biannual Plan)

<table>
<thead>
<tr>
<th>District/City</th>
<th>Proposed Placement</th>
<th>District/City</th>
<th>Proposed Placement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

Year 2019-20  (1st Biannual Plan)  Year 2019-20  (2nd Biannual Plan)

<table>
<thead>
<tr>
<th>District/City</th>
<th>Proposed Placement</th>
<th>District/City</th>
<th>Proposed Placement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

* Two (02) Years span has divided into 4 parts. The Proposal shall be submitted on biannually basis. The first part shall start from the proposed date of MoU.

** Expand sheet, as required

Additional details, if any, to be furnished by SGA:

(SGA 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)
Appendix – VIII

Format – 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 Application for ‘Empanelment of Security Guard Aggregator (SGA) for Training & Placement of Unemployed Youth of Haryana State’ but not limited to signing and submission of all applications and other documents, participating in SGA conferences 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 Agreement/MoU with DoE.

Signed on behalf of ______________

(Signature)

(Name, Title and Address)