



सत्यमेव जयते

Ministry of External Affairs
(CPV Division)

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F.No.CDR.II/551/13/2015

13th November, 2015

CORRIGENDUM

e-Tender for providing 570 Data Entry Operators (Skilled Category) in Passport Offices/Passport Seva Kendras across India and in CPV Division in Delhi

The bid shall be submitted online only at Central Public Procurement Portal Website :

<http://eprocure.gov.in/eprocure/app> - Manual bids shall not be accepted

Deputy Secretary (CPV-C)
Room No.6, Patiala House Annexe
Tilak Marg, New Delhi-110001
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**Government of India
Ministry of External Affairs
CPV Division
1st Floor, Room No.6, Patiala House Annexe
Tilak Marg, New Delhi-110001**

E- notice for providing approximate 570 Data Entry Operators (Skilled Category)(which may increase/decrease) in CPV Division in Delhi and Passport Offices/Passport Seva Kendras all over India.

Tender No: CDR.II/551/13/2015		DATED: 31.10.2015
Important Dates		
Published Date		31.10.2015 (1700 hrs)
Bid Document Download Start Date		13.11.2015 (1640 hrs)
Clarification Start Date		13.11.2015 (1700 hrs)
Clarification End Date		19.11.2015 (1200 hrs)
Bid Submission Start Date (online)		19.11.2015 (1700 hrs)
Bid Submission End Date (online)		02.12.2015 (1600 hrs)
Date of Technical Bid Opening (online)		08.12.2015 (1500 hrs)

The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> **Manual bids shall not be accepted.**

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E-NOTICE INVITING TENDER (NIT)

1. Online bids are invited from reputed manpower companies with experience and in financially sound position registered under the Indian Companies Act.

2. The two bid system (Technical and Financial) shall be followed for this tender.

3. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

- i. The Ministry of External Affairs, CPV Division, New Delhi requires the services of reputed manpower companies with experience and in financially sound position registered under the Indian Companies Act, with a copy of the Certificate of Incorporation, for providing **approximate 570 Data Entry Operators (Skilled Category)(which may increase/decrease)** in CPV Division in Delhi and Passport Offices/Passport Seva Kendras all over India. The Agency should provide an undertaking that they will comply with all relevant statutory norms like minimum wages, employee's provident fund, Employees State Insurance and Service tax.
- ii. The contract is likely to commence from **1st February 2016** and would continue for a period of two year. The period of the contract may be further extended by one year after the completion of contract, provided the requirement of the Ministry for augmenting its present manpower persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company or induction of regular manpower in this Ministry. The Ministry, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected service providing Company.
- iii. In this Ministry's assessment, the requirement is only for Data Entry Operators. The Eligibility criteria of Data Entry Operators is given below:

Eligibility for Data Entry Operators

- Age: Between 18-30 years.
- Educational Qualification: 10+2/Higher Secondary with minimum 50% marks relaxable to a maximum of 5%, if the candidate has experience of working in any Department of the Government of India for a period of minimum 2 years
- Fluent in written and spoken English with capability of drafting letters and correspondences
- Good noting & drafting skill along with typing speed of 30 words per minute
- Well conversant with computer packages namely, Windows i.e., Word, Excel, PowerPoint and Access. Preferably should have Diploma in Computer Applications level Certificate Course of DOECC or equivalent

4. Submission of online bids:

4.1 The bid shall be submitted online only at Central Public Procurement Portal Website <http://eprocure.gov.in/eprocure/app>. **Manual bids will not be accepted under any circumstances**

4.2 The online bids (complete in all respect) must be uploaded online in **Two covers (Technical & Financial bids (Annexure I & II))** as explained below :

Cover 1 – (Technical Bid) (following documents to be uploaded online in .pdf forma)		Annexure - I
Sl.No.	Document	File Type
1.	Name of Tendering Company (Attach certificates of registration with a brief profile of the company)	.pdf
2.	Name of Proprietor/Director of Company	.pdf
3.	Full address of Registered Office with Telephone No., FAX and E-Mail	.pdf
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail.	.pdf
5.	Banker of Company with full address (Attach certified copy of statement of A/C for the last three years)	.pdf
6.	PAN/GIR No. (Attach attested copy)	.pdf
7.	Service Tax Registration No. (Attach attested copy)	.pdf
8.	E.P.F. Registration No. (Attach attested copy)	.pdf
9.	E.S.I. Registration No. (Attach attested copy)	.pdf
10.	Documents showing completing at least one service of value not less than Rs. 2 crore per annum <u>or</u> at least two services of value not less than Rs. 1 crore each per annum related to providing human resources in a single contract.	.pdf
11.	Document showing the Company having turn over of Rs.5 crore per year during the last three financial years	.pdf
12.	Details of the major similar contracts previously undertaken assignments in providing manpower by the tendering Company on behalf of Private Sector Company/PSUs/Banks and Government Departments during the last three years. (Attach attested copy of work orders).	.pdf
13.	Affidavit stating that the company is / has not been black listed by Central/State Government / PSU (Attach copy) in the last three years nor should have any litigation pending with any of Government Departments.	.pdf
14.	Objective Testing and Assessment of Professional Skills of Candidates / Manpower: Company's process of Scrutinising candidates before providing to the Ministry; Number and type of tests / examinations proposed / conducted by the Company to ensure that suitable candidates / manpower are going to be provided to the Ministry (Attach Copy)	.pdf

15.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – (Annexure-III-A and Annexure III-B).	.pdf
16.	List of other clients	.pdf
Cover 2 – (Financial Bid) (to be submitted in BOQ format online)		
Sl.No.	Document	File type
1	Financial bid as per Annexure II	.xls
	Date & time for opening of Financial Bid for technically qualified bidders	To be decided intimated later
	Validity of tenders	60 days from date of opening of tenders

- 4.3 Tenderer/Bidders are advised to follow the instructions provided in the 'Instruction to Tenderer' specified at Annexure-IV of this Tender document for e-submission of the bids online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender;
- 4.4 All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> and further **no documents will be accepted offline.**
- 4.5 Bidders not submitting any of the required documents online will be summarily rejected;
- 4.6 Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal;
- 4.7 The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective tenderer;
- 4.8 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal;
- 4.9 The original hard copy of **Earnest Money Deposit (EMD)** of Rs.25,00,000/(Rupees twenty five lakh only) in the form of Demand Draft / Pay Order in favour of "Pay & Account Officer, Ministry of External Affairs" is also required to be submitted in a sealed envelope superscribed tender "For Providing Data Entry Operators (Skilled category) in Passport Offices/Passport Seva Kendras in India and in CPV Division, MEA", on or before the closing date and time of e-submission of online bids to the Office of Deputy Secretary (CPV-C), Room No.6, Ministry of External Affairs (CPV Division), Patiala House, Tilak Marg, New Delhi failing which the bids will not be considered.

5. Financial Bid:

The bidder must submit their financial bid in the prescribed format (BOQ.XXXX File) – specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified the bidder, the bid will be rejected. The bidders are strictly advised to refrain from quoting unrealistic prices, at which they may not make supplies later;

- ii Conditional bids shall not be considered and will be outrightly rejected at the very first instance.
- iii Technical Bid shall be opened online on 8th December 2015, 1500 hrs. at CPV Division, Patiala House, Tilak Marg, Ministry of External Affairs, New Delhi., in the presence of the representatives of the Company, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. Financial bids of technically qualified, eligible bidders, meeting all the requisite criteria only shall be opened on a date & place to be notified later in presence of short listed contractors or their authorized representatives.
- iv The competent authority of Ministry of External Affairs, CPV Division, New Delhi reserves the right to annul any or all bids without assigning any reason.
- v Bids complete in all respects must be submitted within due date and time. In the event of specified date for the submission of Bids is declared a holiday, the bids can be submitted upto the appointed time on the next working day for which MEA will make necessary provision.
- vi MEA may, at its own discretion, extend the date for submission of Bids. In such a case, all rights and obligations of MEA and the bidders shall be applicable to the extended time frame.
- vii MEA will not be responsible for any delay on the part of Bidders in obtaining the Tender Document or Submission of Bid Documents before the due date and time of submission.
- viii The offers submitted as documents by fax/e-mail or in any manner other than the manner specified above will not be considered. No correspondence will be entertained on this manner.
- ix At any time prior to the last date for receipt of Bids, MEA, may for any reason, whether at its own initiative or in response to a clarification

requested by a prospective Bidder, modify the tender document by an amendment. The amendment, if any, will be notified on MEA website and should be taken into consideration by the prospective bidders while preparing their bids.

- x The Bidders will bear all cost associated with the preparation and submission of the Bids. MEA will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

The bidder shall quote the technical & financial bids as per the format enclosed at **Annexure I & II**.

6. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY

The tendering Service Provider Company should fulfill the following technical specifications:

- I The Registered Office or one of the Branch Offices of the Service Provider Company should be located either in Delhi/ New Delhi or in any of the satellite towns of Delhi.
- ii The Service Provider Company should be registered/incorporated under the Indian Companies Act.
- iii Service Provider Company should have at least three years experience in providing manpower to private and/or public sector Company/Banks and Government Departments etc., preferably in administration.
- iv Service Provider Company should have its own Bank Account.
- v. Service Provider Company should be registered with Income Tax and Service Tax departments.
- vi Service Provider Company should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts etc.
- vii The Service Provider Company should have completed at least one service contract of value not less than Rs.2 crore per annum or completed at least two service contracts of value not less than Rs. 1 crore each per annum related to providing human resources in a single contract.
- viii The Service Provider Company must have a turnover of Rs.5 crore per year during the last three financial years.
- ix The Service Provider Company shall submit affidavit stating that the Company is not / has not been black listed by Central/State Government / any PSU.

Non compliance with any of the above conditions by the Service Provider Company will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.

7. TERMS AND CONDITIONS

A. GENERAL

- i. The contract is likely to commence from **1 February 2016** and shall continue for a period of two years, unless it is curtailed or terminated by this Ministry owing to deficiency of service, sub-standard quality of Data Entry Operators deployed, breach of contract, reduction or cessation of the requirements of work.
- ii. The contract shall automatically expire after two years from commencement of the contract unless extended further by the mutual consent of contracting Company (hereinafter referred to as the Company) and this Ministry.
- iii. The contract may be extended, on the same terms and conditions or with some addition/ deletion/ modification for a further period not exceeding one year.
- iv. The Company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Company without the prior written consent of this Ministry.
- v. The tenderer will be bound by the details furnished by it to this Ministry, while submitting the tender or at any subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of the terms of contract making it liable for legal action besides termination of contract.
- vi. Financial bids of only those bidders who are declared qualified technically shall be evaluated.
- vii. The **MINISTRY OF EXTERNAL AFFAIRS, CPV DIVISION, NEW DELHI** reserves the right to terminate the contract during initial period also after giving a week's notice to the contracting Company.
- viii. The Company shall ensure that the Data Entry Operators deployed in the CPV Division in Delhi and Passport Offices/Passport Seva Kendras all over India conforms to the eligibility conditions of age and educational and professional qualification, language skills and experience prescribed etc. in the Tender Document.
- ix. The Data Entry Operators employed by the Agency shall be required to work normally as per the Ministry's working days, i.e. from Monday to Friday from 0900 to 1730 hrs. with a lunch break of half an hour from

1300 to 1330 hrs. in the CPV Division in Delhi. In case of their deployment at Passport Offices/Passport Seva Kendras all over India, the office timings applicable would be as per the norms of regular staff of that office. However, in case of exigencies, they may be called on weekends/holidays, without any extra payment and with weekly off as per Government of India guidelines.

- x. The Company shall furnish the following documents in respect of the persons who will be deployed by it in this Ministry before the commencement of work:
 - a) Copy of the appointment letter issued to each Data Entry Operator with standard terms and condition as mentioned in the agreement and approved by the Ministry and ESI cards and EPF account number if not issued/allotted to them earlier.
 - b) List of persons short listed by Company for deployment in Ministry of External Affairs containing full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc.
 - c) Bio-data of the person with photograph affixed.
 - d) Character certificate from a Gazetted officer of the Central/ State Government.
 - e) Certificate of verification of antecedents of persons by local police authority.
 - f) Salary certificate on monthly basis to each DEOs
- xi. In case, the person employed by the successful Company commits any act of omission/ commission that amounts to misconduct / indiscipline/ incompetence or security risk, the Company will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the Ministry within 2 days of being brought to their notice.
- xii. The Company shall provide identity cards to the personnel deployed in the Ministry/Passport Offices and in Passport Seva Kendras carrying the photograph of the personnel and personal information as to name, date of birth, designation and Identification mark etc.
- xiii. The Company shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in the Ministry.
- xiv. The Company shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, *paan*, smoking, loitering without work etc.
- xv. In case, a person deployed is absent on a particular day or comes late/ leaves early on three occasions, one day's wage shall be deducted. In case of repetition of such instances, Clause xvii below will be applicable.

- xvi. The Company shall depute a coordinator, who would be responsible for immediate interaction with the **MINISTRY OF EXTERNAL AFFAIRS, CPV DIVISION, NEW DELHI** so that optimal services of the persons deployed by the company could be availed without any disruption.
- xvii. The Company shall ensure that the attrition rate of candidates will not exceed more than 5% in a year. The selected Company shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons. The delay by the Company in providing a substitute beyond three working days shall attract liquidated damages @ Rs. 100 per day (per such case) on the service providing Company, besides deduction in payment on pro-rata basis.
- xviii. It will be the responsibility of the Company to meet transportation, food, medical or any other requirements in respect of the persons deployed by it (Company) and this Ministry will have no liabilities in this regard.
- xix. For all intents and purposes, the Company shall be the "Employer" within the meaning of different Labour Legislations in respect of Data Entry Operators so employed and deployed. The persons deployed by the Company shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI.
- xx. The Company shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. This Ministry shall, in no way, be responsible for settlement of such issues whatsoever.
- xxi. This Ministry shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Company in the course of their performing the functions/ duties, or for payment towards any compensation.
- xxii. The persons deployed by the Company shall not claim nor shall be entitled to pay, perks or other facilities admissible to casual, ad hoc, regular/ confirmed employees of this Ministry during the currency or after expiry of the contract.
- xxiii. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Company shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity against Ministry of External Affairs, New Delhi.

B. FRAUD AND CORRUPT PRACTICES

- i. The Company and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Ministry may reject an Application without being liable in any manner

whatsoever to the Company if it determines that the Company has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

- ii. Without prejudice to the rights of the Ministry under Clause i) hereinabove, if a Company is found by the Ministry 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 Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Ministry during a period of 2 (two) years from the date such Company is found by the Ministry 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 as the case may be.
- iii. For the purposes of this Clause-i, 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 Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding 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 advisor of the Authority 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 Bidding Process;
 - c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
 - d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

C. LEGAL

- i. The Company shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this Ministry.
- ii. The Company shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Ministry of External Affairs to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii. The Company shall maintain all statutory registers under the applicable laws. The Company shall produce the same, on demand, to the concerned authority of this Ministry or any other authority under law.
- iv. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Company by this Ministry.
- v. In case, the Company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Ministry is put to any loss, obligation, monetary or otherwise, the Ministry will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Company, to the extent of the loss or obligation in monetary terms.

D. FINANCIAL

- i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 25,00,000/- (Rupees twenty five lakh only) (**scanned copy online and hard copy in a separate envelope**) in the form of Demand Draft/ Pay Order drawn in favour of Pay & Accounts Officer, MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI, failing which the tender shall be rejected out rightly.
- ii. Technical Bids of only those Bidders shall be opened whose tender fee and EMD draft found to be in order and have not withdrawn their Bids.

However, the MEA reserves the right to call for additional information from the Bidders to fully establish their eligibility. Such information should be submitted within the time frame set a aside by the MEA otherwise the Bid may not be considered for further evaluation.
- iii. Technical Bids will be evaluated to examine the eligibility of the Bidders as per the tender specifications. Bids, not satisfying the eligibility criteria will be rejected.
- iv. The EMD in respect of the Company which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage)

shall be returned without any interest. Further, if the Company fails to deploy DEO against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

- v. The Earnest Money Deposit can be forfeited if a Bidder :
 - (a) Withdraws its Bid during the period of Bid validity
 - (b) Does not accept the correction of errors
 - (c) In case of successful bidder, fails to sign the contract within the stipulated time.

- vi. The Data Entry Operators to be hired shall be paid a fixed wage of **Rs...../-** per month as applicable on the date of signing the agreement(as per NCT Delhi order issued from time to time) plus Obligatory payments towards EPF/ESI/Service Tax, as applicable from time to time. The emoluments of the DEOs shall be payable on the basis of minimum wage fixed by Government of NCT Delhi from time to time. The Bids offering Administrative Charges of less than a **minimum of 5%** of wages (fixed by NCT of Delhi at the time of issuance of the tender) would summarily be rejected.

- vii. The company shall ensure that the monthly salaries to the DEOs are paid within three working days on receipt of attendance sheets of all DEOs from CPV Division. If the company does not take remedial steps within a period of one week after receipt of the default notice, MEA may terminate the contract/ work Order.

- viii. The Company will have to deposit a Performance Security for a sum of **Rs. 50,00,000/- (Rupees fifty Lakh only)** at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of PAY & ACCOUNTS OFFICER, MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider Company but hypothecated to the Pay & Accounts Officer, Ministry of External Affairs, New Delhi. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.

- ix. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Company will be liable to be forfeited by this Ministry besides annulment of the contract.

- x. The incidental expenses of execution of Agreement/Contract, if any shall be borne by the Bidder.

- xi. The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the Bidder will entail termination at the contract without prejudice to the right of the MEA. In addition, MEA shall be free to forfeit the EMD/Performance Guarantee and

getting the assigned work done from alternate sources at the risk and cost of the defaulting vendor.

- xii. The Company shall raise the bill, in triplicate, along with attendance sheet to the CPV Division of the Ministry under whom the Data Entry Operator has been deployed in the first week of the succeeding month. The Division concerned will send the bills duly verified to Under Secretary (Cash) for passing and payment. As far as possible, the payment will be released in the succeeding month.
- xiii. The Claims in bills regarding wages paid to the Data Entry Operator deployed, Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the Data Entry Operators) pertaining to the concerned month's bill. A requisite portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of this Ministry.
- xiv. The vendor shall sign a non-disclosure agreement with MEA.
- xv. The Ministry of External Affairs reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

E. TERMINATION OF CONTRACT

(i) Termination for insolvency

MEA may at any time terminate the work order/contract by giving written notice of four weeks to the Vendor, without any compensation to the Vendor. If the Vendor becomes bankrupt or otherwise insolvent.

(ii) Termination for default

(a) Default is said to have occur:

- If the Vendor fails to deliver any or all of the services within the time period specified in the work order or any extension thereof granted by MEA.
- If the vendor fails to perform any other obligation under the contract/work order.

(b) If the vendor in either of the above circumstances, does not take remedial steps within a period of thirty days after receipt of the default notice from MEA, MEA may terminate the contract/ work Order. MEA may at its discretion also take the following actions:

- MEA may transfer upon such terms and in such manner, as it deems appropriate work order for similar work to other vendor and the defaulting vendor will be liable to compensate MEA for any extra

expenditure involved towards support service to complete the scope of the work totally.

F. ARBITRATION

All disputes or differences, including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to the construction, meaning, operation or effect of this Agreement or the breach thereof shall be settled amicably. However, if the parties are not able to resolve them amicably within a period of 15 days, the same shall be resolved by Arbitration in accordance with the Arbitration and conciliation at 1996. The dispute may be referred to Arbitration by either party only after notice in writing to the other, clearly mentioning the nature of the dispute/differences.

Such arbitration shall be conducted by a arbitral tribunal consisting of three arbitrators. One arbitrator to be appointed by each party and the third arbitrator to be nominated by the MEA, Government of India. The Arbitration and Conciliation Act 1996 or any statutory modifications thereof shall apply to the arbitration proceedings and the venue for arbitration proceedings shall be Delhi and Courts at Delhi shall have exclusive jurisdiction. All the arbitration proceedings shall be carried out in English language. Only Indian Courts shall have jurisdiction in case of any dispute arising on the Award and execution of the project.

G. INDEMNITY

- (i) The selected vendor will indemnify MEA for all legal obligations of its manpower deployed for this project.
- (ii) MEA shall stand absolved of any liability on account of death or injury sustained by the vendor staff during the performance of his/her duties and also for any damaged or compensation due to any dispute arising out of any reason.

H. EVALUATION CRITERIA The Evaluation Committee will be constituted by the Ministry to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to the criteria or sub-criteria or if it fails to achieve the minimum technical score indicated in the Data Sheet.

- a) Financial Proposals will remain unopened for those Agencies which fail to achieve the minimum technical scores indicated in the Data Sheet. Financial Proposals shall be taken up only with those companies who meet the minimum qualifying mark and will then be inspected to confirm that they have remained sealed and unopened. Thereafter, these Financial Proposals shall be opened, and the total prices read aloud and recorded.

Criteria, Sub-criteria, and point system for the evaluation of Full Technical Proposals are:

	<u>Points</u>
i) Reputation and profile of the Company	} 20
(ii) For other major similar contracts previously undertaken/assignments in providing manpower by the tendering Company on behalf of Private Sector Company/PSUs/Banks and Government Departments during the last three years	} 40
(iii) Objective Testing and Assessment of Professional Skills of Candidates / Manpower: Company's process of scrutinising candidates before providing to the Ministry; Number and type of tests / examinations proposed/ conducted by the Company to ensure that suitable candidates / manpower are going to be provided to the Ministry	} 40
<u>Points</u>	<u>100</u>

**The minimum Technical Score (St) required to pass is: 70
Points out of 100**

The bidder with the lowest financial bid will be awarded the contract. In case of equality of rates of two or more bidders, the decision of awarding the contract shall be taken on the basis of the bidder having highest St.

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TECHNICAL BID

For Providing Data Entry Operators (Skilled category) in Passport Offices/Passport Seva Kendras in India and in CPV Division, MEA

Cover 1 – (Technical Bid) (following documents to be uploaded online in .pdf format)		
Sl.No.	Document	File type
1.	Name of Tendering Company (Attach certificates of registration with a brief profile of the company)	.pdf
2.	Name of Proprietor/Director of Company	.pdf
3.	Full address of Registered Office with Telephone No., FAX and E-Mail	.pdf
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail.	.pdf
5.	Banker of Company with full address (Attach certified copy of statement of A/C for the last three years)	.pdf
6.	PAN/GIR No. (Attach attested copy)	.pdf
7.	Service Tax Registration No. (Attach attested copy)	.pdf
8.	E.P.F. Registration No. (Attach attested copy)	.pdf
9.	E.S.I. Registration No. (Attach attested copy)	.pdf
10.	Documents showing completing at least one service of value not less than Rs. 2 crore per annum <u>or</u> at least two services of value not less than Rs. 1 crore each per annum related to providing human resources in a single contract.	.pdf
11.	Document showing the Company having turn over of Rs.5 crore per year during the last three financial years	.pdf
12.	Details of the major similar contracts previously undertaken assignments in providing manpower by the tendering Company on behalf of Private Sector Company/PSUs/Banks and Government Departments during the last three years. (Attach attested copy of work orders).	.pdf
13.	Affidavit stating that the company is / has not been black listed by Central/State Government / PSU (Attach copy) in the last three years nor should have any litigation pending with any of Government Departments.	.pdf
14.	Objective Testing and Assessment of Professional Skills of Candidates / Manpower: Company's process of Scrutinising candidates before providing to the Ministry; Number and type of tests / examinations proposed / conducted by the Company to ensure that suitable candidates / manpower are going to be provided to the Ministry (Attach Copy)	.pdf
15.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – (Annexure-III-A and Annexure III-B).	.pdf
16.	List of other clients	.pdf

Signature of authorized person
Name:
Designation with Seal
Telephone No.

Date:
Place:

Note : Bidders are requested to read the eligibility criteria and terms and conditions specified in the tender document while submitting online bids

ANNEXURE III-B

DECLARATION

I, _____ Son /
Daughter / Wife of Shri

Proprietor/Director,
authorized signatory of the Company, mentioned above, is competent to sign
this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the
tender and undertake to abide to them;

3. The information / documents furnished along with the above application
are true and authentic to the best of my knowledge and belief. I / we, am/ are
well aware of the fact that furnishing of any false information/ fabricated
document would lead to rejection of my tender at any stage besides liabilities
towards prosecution under appropriate law.

Signature of authorized
person

Full Name:

Seal:

Date:

Place:

FINANCIAL BID

(Bid to be submitted online in prescribed BOQ.XXXXX format along with the Tender document)

Tender Inviting Authority : CPV Division, Ministry of External Affairs
Name of work : Providing Data Entry Operators (Skilled category) in Passport Offices/Passport Seva Kendras in India and in CPV Division, MEA
Contract No.CDR.II/551/13/2015
Bidder Name
Price Schedule : (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

1. Name of tendering Service Provider Company:
2. Details of Earnest Money Deposit

Amount :
D.D. / P.O & Date :
Drawn on Bank :
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi and other by-laws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.)

Sl.No.	Component of Rate	Total Amount (in rupee) per Data Entry Operator
1	Monthly Minimum Wages for Data Entry Operators	
2	Employees Provident Fund @ 13.61% on minimum wages (employer contribution)	
3	Employees State Insurance @ 4.75 % of 1 above (employer contribution)	
4	Employees Provident Fund @ 12% on minimum wages (employee contribution)	
5	Employees State Insurance @ 1.75 % of 1 above (employee contribution)	
6	Total payable by employer to employee (1 to 3)	
7	Contractor's Administrative /Services Charges (% of wages (fixed by NCT of Delhi at the time of issuance of the tender) ** Please see Note 4 to 6.	
8	Service Tax liability @14% on (6+7)	
9	Total expenditure to be incurred (6+7+8)	
9	Net amount payable to employee {1 minus (4+5)}	
10	Any other liability (pl. indicate)	

4. The Data Entry Operators employed by the Company shall be required to work normally as per the Ministry's working days, i.e. from Monday to Friday from 0900 to 1730 hrs. with a lunch break of half an hour from 1300 to 1330 hrs. in the CPV Division in Delhi. In case of their deployment at Passport Offices/Passport Seva Kendras all over India, the office timings applicable would be as per the norms of regular staff of that office. However, in case of exigencies, they may be called on weekends/holidays, without any extra payment and with weekly off as per Government of India guidelines.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

**** Notes:**

1. The rates quoted by the tendering Company should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.

2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.

3. The rates of minimum wages would be as applicable on the date of signing of the Agreements for Data Entry Operators as per Government of NCT of Delhi order dated _____. However, the total emoluments of the DEOs shall be payable on the basis of minimum wages fixed by Government of NCT of Delhi plus obligatory payments towards EPF/ESI/Service Tax as applicable from time to time.

4. The Contractor's administrative charges shall be applicable as on the date of signing the agreement and will remain fixed during the period of contract i.e. the same shall not be revised in case of revision in Minimum Wages Act or any other statutory levies or taxes.

5. Also the Contractor's administrative charges shall be calculated on the basis of actual number of data entry operator employed in a particular month and actual number of man months worked.

6. The Contractor shall submit a separate calculation sheet in order to derive administrative charges by showing (i) minimum wages fixed at the time of signing the agreement (ii) number of DEOs employed in a particular month (iii) number of man months worked calculated for each DEO for a particular month.

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature; Name & Designation with office Seal

Instruction to bidders**Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This

would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

Signature valid

Digitally signed by VIJAY KUMAR JAIN
Date: 2015.11.10 14:02 IST
Location: India