

**GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
(CPV Division)
2nd Floor, Room No.29, Patiala House Annexe,
Tilak Marg, New Delhi-110001.**

Notice Inviting E-Tender

Tender No. : CDR.II/551/16/2016

Tender Id:

Electronic bids are invited through website <http://eprocure.gov.in/eprocure/app>. under two bid systems from eligible bidders registered in India i.e. Original Equipment Manufacturers/ Authorized Dealers/ Authorized Distributors/ Suppliers by OEM for providing **300 Data Entry Operators, 100 Office Assistant (Multi Tasking Staff)** (which may increase/decrease) in CPV Division/Attestation Cell in Delhi/Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendra (POPSK) /Branch Secretariats all over India.

Sl.No.	Important Dates	
(a)	Date of advertisement/ publication	22nd May 2017
(b)	Availability of tender document on MEA website/CPP portal	22nd May 2017 at 1000 hrs. at MEA website http://mea.gov.in ; passportindia@mea.gov.in; http://eprocure.gov.in/eprocure/app .
(c)	Clarification start date	22nd May 2017 at 1400 hrs.
(d)	Clarification end date	2nd June 2017 at 1500 hrs.
(e)	Bids submission start date (on line)	2nd June 2017 at 1600 hrs.
(f)	Bids submission end date (on line)	12th June 2017 at 1500 hrs.
(g)	Date & time for opening of Technical Bid (on line)	13th June 2017 at 1600 hrs.
(h)	Date & time for opening of Financial Bid for technically qualified bidders	To be decided and intimated later
(i)	Validity of tenders	90 days from the date of opening of tenders

Tender Fees – Earnest Money Deposit (EMD) - Rs.20,000,00/- (Rupees Twenty Lakh only) in favour of "Pay & Accounts Officer, Ministry of External Affairs, New Delhi in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee from any Commercial Banks in an acceptable form by 12th June 2017 upto 1500 Hours.

Important Notes :

1. The Bid shall be submitted online only at Central Public Procurement Portal website: <http://eprocure.gov.in/eprocure/app>.
2. However, companies are also required to submit hard copies duly attested by the competent authority of the Company (serial and page-wise, as uploaded on the eprocurement portal) in two separate sealed envelopes super-scribing "Technical and Financial Bid" for providing **300 Data Entry Operators, 100 Office Assistant (MTS) in CPV Division/Attestation Cell in Delhi/Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendra (POPSK) /Branch Secretariats all over India.**
3. Both sealed envelopes should be kept in a third sealed envelope super-scribing "Tender for providing "Data Entry Operators and Office Assistant (MTS) in CPV Division/Attestation Cell in Delhi/Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendra (POPSK) /Branch Secretariats all over India.

Deputy Passport Officer (PVA & Cadre)
Ministry of External Affairs
(Room No.29, Patiala House Annexe,
CPV Division, Tilak Marg,
New Delhi-110001
Email : uspv@mea.gov.in
Tel. 011-23381051

Place:

Date :

I. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

The Ministry of External Affairs, **Consular, Passport and Visa Division**, New Delhi requires the services of reputed manpower company with experience and in financially sound position registered under the Indian Companies Act, with a copy of the Certificate of Incorporation, **for providing 300 Data Entry Operator(DEO) and 100 Office Assistant (MTS)** (which may increase/decrease) in **CPV Division/Attestation Cell in Delhi/Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendra (POPSK) /Branch Secretariats all over India.**

- (i) 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, as admissible under relevant act and Service tax, etc.
- (ii) The contract is likely to commence from **September 2017** 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) As per present assessment, the estimated requirement of Outsourced personnel is as under:
 - (a) Data Entry Operators – 300 @ monthly wages of **Rs.14000/-**.
 - (b) Office Assistant (MTS) – 100 @ monthly wages of **Rs.12000/-**.

Ministry reserves the right to increase/decrease the number of outsourced personnel in above categories depending upon its functional requirement.

(iv) **Minimum eligibility criteria:**

(a) Data Entry Operators

(i) Essential Qualifications :

- Age: Between 18-35 years. Age relaxation by 5 years, in case, candidate has experience of working in any Department of the Government of India/State Government for a period of minimum continued at least 2 years.
- Educational Qualification: Minimum qualification is 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/State Government for a period of minimum continued at least 2 years.

(ii) Desirable Qualifications :

- Fluent in written and spoken English with capability of drafting letters and correspondences.

- Good noting & drafting skill along with typing speed of 35 words per minute in English or 30 w.p.m. in Hindi on computer. (35 w.p.m. and 30 w.p.m. correspond to 10500 KDPH/9000 KDPH on an average of 5 key depressions for each word).
- 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.

(b) **Office Assistant (MTS)**

- Age: Between 18-40 years.
- Educational Qualification: 10th Grade with minimum 50% marks relaxed up to a maximum of 5% if the candidate has experience of working as an outsourced MTS in any Department of the Government of India for a period of at least 2 years.

- (v) The interested Company may submit the tender document on eprocurement portal complete in all respects, along with Earnest Money Deposit (EMD) of **Rs. 20,00,000/- (Rupees twenty lakh only)** in favour of Pay & Accounts Officer, Ministry of External Affairs, New Delhi in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee from any Commercial Banks in an acceptable form. The validity of Demand Draft/FDR/BG/ should be for a period of 120 days.

The EMD exemption is applicable for those companies who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department. The firms registered with Central Purchase Organization (DGS&D)/NSIC, having exemption for submission of EMD, are also eligible to apply. (In this regard, the relevant document, duly attested by competent authority must be deposited alongwith tender document). The relevant documents must be uploaded on eprocurement portal by **12th June, 2017**. **Also, EMD or EMD exemption documents must be submitted alongwith other requisite documents in original by 12th June, 2017 upto 1500 hours** to the Office of Deputy Passport Officer (PVA & Cadre), Room No.29, Second Floor, Ministry of External Affairs (CPV Division), Patiala House Annexe, Tilak Marg, New Delhi. The various crucial dates relating to "Tender for providing **300 Data Entry Operators, 100 Office Assistant (MTS) (which may increase/decrease) in CPV Division/Attestation Cell in Delhi/Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendra (POPSK) /Branch Secretariats all over India** are as under :-

Sl.No.	Particulars	Date & Time
(a)	Date of advertisement/ publication	22nd May 2017
(b)	Availability of tender document on MEA website	22nd May 2017 at MEA website http://mea.gov.in ; passportindia@mea.gov.in; http://eprocure.gov.in/eprocure/app . and newspapers
(c)	Clarification start date	22nd May 2017 at 1000 hrs.
(d)	Clarification end date	2nd June 2017 at 1500 hrs.
(e)	Bids submission start date (online)	2nd June 2017 at 1600 hrs.

(f)	Bids submission end date (online)	12th June 2017 at 1500 hrs.
(g)	Date & time for opening of Technical Bid (online)	13th June 2017 at 1600 hrs.
(h)	Date & time for opening of Financial Bid for technically qualified bidders	To be decided and intimated later
(i)	Validity of tenders	90 days from the date of opening of tender

(vi) The tenders have been invited under two-bid system i.e. Technical Bid and Financial Bid on eprocurement portal. However, companies are also required to submit hard copies duly attested by the competent authority of the Company (serial and page-wise, as uploaded on the eprocurement portal) in two separate sealed envelopes super-scribing “**Technical Bid**” for providing 300 Data Entry Operators, 100 Office Assistant (MTS) in CPV Division/Attestation Cell in Delhi/Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendra (POPSK) /Branch Secretariats all over India and “**Financial Bid**” for providing Data Entry Operators and Office Assistant (MTS) in CPV Division/Attestation Cell in Delhi/Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendra (POPSK) /Branch Secretariats. Both sealed envelopes should be kept in a third sealed envelope super-scribing “**Tender for providing “Data Entry Operators and Office Assistant (MTS)**” in CPV Division/Attestation Cell in Delhi/Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendra (POPSK) /Branch Secretariats all over India.

(vii) The Company is required to enclose photocopies of the following documents, self attested along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:

Certificate of incorporation (Attach self attested copy)
PAN/GIR No. (Attach self attested copy)
Service Tax Registration No. (Attach self attested copy)
E.P.F. Registration No. (Attach self attested copy)
E.S.I. Registration No. (Attach self attested copy)
Documents showing one service contract completed of value not less than Rs. 5 crore per annum or at least two similar service contracts completed of value not less than Rs. 3.25 crore each per annum or three similar service contracts completed of value not less than Rs.2.5 crore each per annum, related to providing manpower in Central/State Government. (Attach self-attested copy of work order) during the last three financial years (2014-15, 2015-16 and 2016-17)
Give details of the similar contracts/assignments in providing manpower by the Company on behalf of PSUs/Banks during the last three financial years (2014-15, 2015-16 and 2016-17) . (Attach self-attested copy of work order)
The Company must have average annual financial turnover of Rs.2 crore per year during the last three financial years for supply of manpower.
Self declaration certificate stating that the Company is / has not been black listed by Central/ State Government / PSU (Attach self attested copy)

(viii) Conditional bids shall not be considered and will be out rightly rejected at the very first instance.

(ix). As mentioned above in (vi) above, apart from making entries in the eprocurement portal, hard copies of the tender documents are also required. In this context, all entries in the

tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the company.

- (x) The technical bid on eprocurement portal shall be opened first on the scheduled date and **time 13th June 2017**, 1600 hrs. at CPV Division, Patiala House Annexe, 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 the Tender Committee. Financial bids of technically qualified, eligible bidders, meeting all the requisite criteria, only, shall be opened on eprocurement portal on a date & place to be notified later in presence of short listed companies or their authorized representatives.
- (xi) 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.
- (xii) Bids complete in all respects must be uploaded on eprocurement portal within due date and time. In the event of specified date for the submission of Bids is declared a holiday, the bids can be uploaded on eprocurement portal upto the appointed time on the next working day for which MEA will make necessary provision.
- (xiii). MEA may, at its own discretion, extend the date for uploading of Bids. In such a case, all rights and obligations of MEA and the bidders shall be applicable to the extended time frame.
- (xiv) MEA will not be responsible for any delay on the part of Bidders in having access to eprocurement portal or uploading of Bid Documents before the due date and time of uploading.
- (xv) 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 in this respect.
- (xvi) At any time prior to the last date for uploading 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 eprocurement portal, should be taken into consideration by the prospective bidders while preparing their bids.
- (xvii) The Bidders will bear all cost associated with the preparation and uploading 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.

II. TECHNICAL REQUIREMENTS FOR THE COMPANY

The Company should fulfill the following technical specifications:

1. The Registered Office or one of the Branch Offices of the Service Provider Company should be located in the National Capital Territory of Delhi.
2. The Company should be registered/incorporated under the Indian Companies Act 1956.
3. The Company should have at least five years experience in providing manpower to Public Sector Company/Banks and Central/State Government etc., preferably in general administration.
4. The Company should have its own Bank Account.
5. The Company should be registered with Income Tax and Service Tax departments.
6. The Company should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts etc.
7. The Company should submit documents (work order) showing one service contract completed of value not less than Rs. 5 crore per annum or at least two similar service contracts completed of value not less than Rs. 3.25 crore each per annum or three similar service contracts completed of value not less than Rs.2.5 crore each per annum, related to providing manpower in Central/State Government. (Attach self-attested copy of work order) during the last three financial years (2014-15, 2015-16 and 2016-17)
8. The Company must have average annual financial turnover of Rs.2 crore per year during the last three financial years for supply of manpower.
9. The Company shall submit self-declaration certificate stating that the Company is not / has not been black listed by Central/State Government/Banks/ any PSU.

Non fulfillment of any of the above conditions, in any manner, by the Company will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.

III. TERMS AND CONDITIONS

A. GENERAL

- i. The contract is likely to commence **from September 2017** 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 personnel 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 with the mutual consent of contracting Company (hereinafter referred to as the Service Provider) and this Ministry.
- iii. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification with mutual consent, for a further period not exceeding one year.
- iv. The Service Provider 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 Company 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 the bidder 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 one month's notice to the Service Provider.
- (viii) The Service Provider shall ensure that the personnel deployed in CPV Division/Attestation Cell in Delhi/Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendra (POPSK) /Branch Secretariats 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 and also possess Aadhaar card required for attendance.
- (ix) The personnel employed by the Service Provider 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/Attestation Cell in Delhi. In case of their deployment at Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/ Branch Secretariats 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.

In addition to the Gazetted holidays, they will also be entitled 8 casual leave per year restricted to one casual leave per month, the first leave being available after a complete calendar month of work. Absence beyond the gazetted holiday and casual leave will be dealt with as follows:

- (a) In case the period of absence does not contain gazetted or closed holiday (s), wages will be deducted @ 1/30th of the monthly wage for each day of absence.
 - (b) In case the absence contains gazetted or closed holiday (s), wages will be deducted @ 1/30th of the monthly wage, the total number of days of absence plus the intervening gazetted or closed holiday (s).
- i. The Service Provider shall furnish the following documents in respect of the persons who will be deployed by it in this Ministry at the earliest and positively within one month of commencement of the contract.
 - (a) Copy of the appointment letter issued to each personnel 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 Service Provider 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 and details of Aadhar card of the personnel deployed.

- (d) Character certificate from a Gazetted officer of the Central/State Government.
 - (e) Certificate of verification of antecedents of persons by local police authority. (This verification would be undertaken by the Service Provider and to be submitted within a month of the joining of the personnel).
 - (f) Salary certificate with details of gross salary and standard deductions made on monthly basis to each person.
- ii. In case, the person employed by the Service Provider commits any act of omission/ commission that amounts to misconduct/indiscipline/incompetence or security risk, the Service Provider will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the Ministry within 1 day of being brought to their notice.
 - iii. The Service Provider shall provide identity cards to the personnel deployed in the Ministry/Passport Offices and in Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendras/ Branch Secretariats carrying the photograph of the personnel and personal information as to name, date of birth, designation and Identification mark etc.
 - iv. The Service Provider 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.
 - v. The Service Provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, *paan*, smoking, loitering without work etc.
 - vi. The working hours of the persons deployed shall be as per the provisions mentioned in (ix) above. In case, a person deployed is absent on a particular day or comes late/ leaves early by more than 30 minutes but upto 1 hour on three occasions in a calendar month, one day wage shall be deducted. One-day wage will be deducted for late show up by an hour or more. In case of repetition of such instances, the outsourced staff may be reverted to the Company and clause (xvii) below will be applicable.
 - vii. The Service Provider 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 Service Provider could be availed without any disruption.
 - viii. The Service Provider shall ensure that the attrition rate of candidates will not exceed more than 5% in a year. The Service Provider shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons. The delay by the Service Provider 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.
 - ix. It will be the responsibility of the Service Provider 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.

- x. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Labour Legislations in respect of personnel so employed and deployed. The persons deployed by the Service Provider 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.
- xi. The Service Provider shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed by the Service Provider. This Ministry shall, in no way, be responsible for settlement of such issues whatsoever.
- xii. This Ministry shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
- xiii. The persons deployed by the Service Provider 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.
- xiv. 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 RFP 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 Service Provider 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 Service Provider 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 Service Provider shall maintain all statutory registers under the applicable laws. The Service Provider 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 Service Provider by this Ministry.
- v. In case, Service Provider 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 Service Provider to the extent of the loss or obligation in monetary terms.

D. FINANCIAL

- i. The Technical Bid should be accompanied with the tender document on eprocurement portal complete in all respects, along with Earnest Money Deposit (EMD) of Rs. **20,00,000/- (Rupees twenty lakh only)** in favour of Pay & Accounts Officer, Ministry of External Affairs, New Delhi in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any Commercial Bank in an acceptable form.

The EMD exemption is applicable for those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department. The firms registered with Central Purchase Organization (DGS&D)/NSIC, having exemption for submission of EMD, are also eligible to apply (In this regard, the relevant document, duly attested by competent authority must be deposited

alongwith tender document). Also, EMD or EMD exemption documents must be submitted alongwith other requisite documents in original to the Office of Deputy Passport Officer (PVA & Cadre), Room No.29, Second Floor, Ministry of External Affairs (CPV Division), Patiala House, Tilak Marg, New Delhi. The validity of Demand Draft/FDR/BG/ should be for a period of 120 days.

- (ii) Technical Bids of only those bidders shall be opened on eprocurement portal whose EMD draft or EMD draft exemption documents are 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 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 personnel against the initial requirement within 30 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 :
 - (g) Withdraws its Bid during the period of Bid validity
 - (h) Does not accept the correction of errors
 - (i) In case of Service Provider, fails to sign the contract within the stipulated time.
- (vi) The outsourced personnel to be hired shall be paid a fixed wage as conveyed at Para I (iii) above plus obligatory payments towards EPF/ESI/Service tax/Cess, as applicable. If the bidder quotes 'Nil' charges, the bid shall be treated as unresponsive and will not be considered. The Administrative/Service Charges quoted should not be 'absurdly low'. The bidder may be asked to justify the charges in case the Tendering Committee finds the amount as 'absurdly low'. The decision of the Tendering Committee on quote for being 'absurdly low' would be final. These charges once fixed will remain unchanged for the entire duration of the contract or for period of subsequent extension (s) and will not vary with the revision of minimum wage or otherwise.
- (vii) The Service Provider shall ensure that the monthly salaries to the personnel are paid within seven working days on receipt of attendance sheets of all personnel from CPV Division. If the Service Provider 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 Service Provider will have to deposit a Performance Security for a sum of **Rs. 40,00,000/- (Rupees forty 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, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank in an acceptable form, made in the name of Service Provider, drawn in favour of 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 Service Provider 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 Service Provider.
- (xi) The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the Service Provider 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 Service Provider.
- (xii) The Service Provider shall raise the bill, in triplicate, along with attendance sheet to the CPV Division of the Ministry under whom the personnel 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 personnel deployed, Employees State Insurance, Provident Fund, and Service Tax and any other tax as applicable from time to time, etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment) showing contribution towards ESI, EPF of employee/employer in respect of the personnel pertaining to the concerned month's bill alongwith proof of service tax paid to the concerned Government authority. 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 Service Provider 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 Service Provider, without any compensation to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent.

- (ii) Termination for default

- (a) Default is said to have occur:

- If the Service Provider 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 Service Provider fails to perform any other obligation under the contract/work order.

- (b) If the Service Provider 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, the contract/work order may be terminated by MEA. 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 Service Provider 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 Act 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 Service Provider 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 Service Provider staff during the performance of his/her duties and also for any damage 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.

Financial Proposals will remain unopened on eprocurement portal, for those Bidders which fail to achieve the minimum technical scores indicated in the Data Sheet. Financial Proposals shall be taken up only with those bidders who meet the minimum qualifying mark and opened on eprocurement portal and the total prices read aloud and recorded.

- A. There would be maximum score of 100, which would be evaluated on the basis of information supplied in the Annexure I (Technical Bid). The bidders are advised to supply the information in tabular form, as advised in the Annexure I.
- B. The minimum Technical Score (St) required to is: 70 Points out of 100
- C. 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.

Deputy Passport Officer to the Govt. of India
Ministry of External Affairs
Room No. 29, Patiala House
Tilak Marg, New Delhi - 110 001
Tel. 23381051

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For Providing Data Entry Operators (DEOs) and Office Assistant (MTS) in CPV Division/Attestation Cell in Delhi/Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendra (POPSK) /Branch Secretariats all over India.

Sl.No.	Particulars	Documents required
1.	Name of Tendering Company, Certificate of incorporation and date of inception of the company	(Attach self attested certificates of registration with a brief profile of the company and year when supply of manpower commenced) Experience in providing manpower services in years: (please tick): (i) 5 to less than six years (ii) 6 to less than 8 years (iii) 8 to less than 10 years (iv) more than 10 years (information self attested)
2.	Name of Proprietor/Director of Company	
3.	Full address of Registered Office with Telephone No., FAX and E-Mail	
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail. (Details and number of branches across India) and the year from which the company is supplying manpower only	
5.	Banker of Company with full address (Attach certified copy of statement of A/C of financial year 2016-17)	
6.	PAN/GIR No. (Attach self attested copy)	
7.	Service Tax Registration No. (Attach self attested copy)	
8.	E.P.F. Registration No. (Attach self attested copy)	
9.	E.S.I. Registration No. (Attach self attested copy)	
10.	Documents showing either one service contract completed of value not less than Rs. 5 crore per annum <u>or</u> at least two similar service contracts completed of value not less than Rs. 3.25 crore each per annum or three similar service contracts completed of value not less than Rs.2.5 crore each per annum, related to providing manpower in Central/State Government. (Attach self-attested copy of work order) during the last three financial years (2014-15, 2015-16 and 2016-17). Similar service contract mean provision of manpower services in the form of DEOs and MTS to various Ministries/Departments of Government of India in Centre and States.	
11	Document showing average annual financial turnover of the Company (minimum Rs.2 crore per year) during the last three financial years 2014-15, 2015-16 and 2016-17 for supplying of manpower only.	Self attested document.

12	Give details of the similar contracts/assignments in providing manpower by the Company on behalf of PSUs/Banks during the last three financial years (2014-15, 2015-16 and 2016-17) . (Attach self-attested copy of work order) as per Annexure I).	The details are to be submitted in tabular form showing, the name of the company/organization to whom manpower is supplied, number of manpower, period since when supplying manpower and value of the contract for each financial year. The work orders are to be self-attested Explanation: If a contract extends for a period longer than 1 year, then the number of similar contract would be counted as one for each year or part thereof. Example: If a contract is of value Rs.1 lakh per month with a tenure of 18 months, then it would be considered equivalent to Rs.12 lakh contract of 1 year term and Rs.6 lakh contract of six months term. 2. Company should have supplied manpower for at least six months in a year to any organization for the contract to be considered as a single contract in a year in “total number of contract”.
13	Affidavit (Self-attested certificate) stating that the company is / has not been black neither listed by Central/State Government / PSU in the last three years nor should have any litigation pending with any of Government Departments.	Certificate as in column 13.
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.	Copies of relevant documents only)
15.	Declaration about Fraud and corrupt practices	(Duly signed & attested as given in the Tender Document – Annexure-III)
	All documents are to be self attested by authorized signatory of the company	

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

Date:

Place:

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

For Providing 300 Data Entry Operators and 100 Office Assistant (MTS) in CPV Division/Attestation Cell in Delhi/Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras/Post Office Passport Seva Kendra (POPSK) /Branch Secretariats all over India.

1. Name of the 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.)

S.No.	Component of Rate (Data Entry Operators)	Total Amount (in rupee) per person per month
1	Monthly Wages for Data Entry Operators	14000
2	Employees Provident Fund @ 13.36% on minimum wages (employer contribution)	1870
3	Employees State Insurance @ 4.75 % of 1 above (employer contribution)	665
4	Employees Provident Fund @ 12% on minimum wages (employee contribution)	1680
5	Employees State Insurance @ 1.75 % of 1 above (employee contribution)	245
6	Total payable by employer to employee (1 to 3)	16535
7	Administrative/Service charges to be quoted in rupee terms (not as % of wages) **Please see Note 4 to 7.	
8	Service Tax liability including Swachh Bharat Cess & Krishi Kalyan Cess @15% on (6+7)	
9	Total expenditure to be incurred (6+7+8)	
10	Net amount payable to employee {1 minus (4+5)}	12075

Sl.No.	Component of Rate - Office Assistant (MTS)	Total Amount (in rupee) per person per month
1	Monthly Wages for Office Assistant (MTS)	12000
2	Employees Provident Fund @ 13.36% on minimum wages (employer contribution)	1603
3	Employees State Insurance @ 4.75 % of 1 above (employer contribution)	570
4	Employees Provident Fund @ 12% on minimum wages (employee contribution)	1440
5	Employees State Insurance @ 1.75 % of 1 above (employee contribution)	210
6	Total payable by employer to employee (1 to 3)	14173

7	Administrative/Service charges to be quoted in rupee terms (not as % of wages)** Please see Note 4 to 7.	
8	Service Tax liability including Swachh Bharat Cess & Krishi Kalyan Cess @15% on (6+7)	
9	Total expenditure to be incurred (6+7+8)	
10	Net amount payable to employee {1 minus (4+5)}	10350

4. The personnel employed by the Service Provider 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/Passport Seva Laghu Kendras/ Branch Secretariats 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 and as per para 9 of III A. Signature of authorized person

Full Name:

Seal:

Date:

Place:

** Notes:

1. The rates quoted by the bidder 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 personnel, which will include obligatory payments towards EPF/ESI (employer and employee contribution) as applicable from time to time. On account of revision of EPF/ESI contribution, the difference would be reimbursable/contributed to the personnel.
4. The Service Provider's administrative charges shall be applicable as on the date of signing the agreement and will remain fixed during the period of contract.
5. Reference Para D (vi) mentioned above, the bidder is to give details of break-up of administrative charges/service charges quoted in the bid with proper justification and be appended to Financial Bid.
6. Also the Service Provider's administrative charges shall be calculated on the basis of actual number of personnel employed in a particular month and actual number of man months worked.
7. The Service Provider shall submit a separate calculation sheet in order to derive at administrative charges by showing (i) wages fixed at the time of signing the agreement (ii) number of personnel employed in a particular month (iii) number of man months worked calculated for each personnel for a particular month.
8. In case Central Government/different State Governments fix the minimum wages at a rate higher than the above quoted wages for the concerned category, the wages would be revised accordingly. Subsequently, the mandatory contribution would also stand revised but administrative/services charges would remain fixed in rupee terms as quoted in the bid and would not be revised as percentage of the minimum wages.

9. The personnel provided by the Service Provider should possess Aadhar Card, required for attendance of the Outsourced staff, based on which monthly payments would be made to the Service Provider.

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

Passport Offices/Branch Secretariats in India		
Sl.No.	Passport office	Name of State
1	Hyderabad	Telangana
2	Visakhapatnam	Andhra Pradesh
3	Vijayawada	Andhra Pradesh
4	Guwahati	Assam, Manipur, Mizoram, Meghalaya, Arunachal Pradesh.
5	Patna	Bihar
6	Chandigarh	Chandigarh
7	Raipur	Chattisgarh
8	Delhi	Delhi & Haryana
9	Panaji	Goa
10	Ahmedabad	Gujarat
11	Surat	Gujarat
12	Shimla	Himachal Pradesh
13	Jammu	Jammu & Kashmir
14	Srinagar	Jammu & Kashmir
15	Ranchi	Jharkhand
16	Bangalore	Karnataka
17	Trivandrum	Kerala
18	Cochin	Kerala
19	Kozhikode	Kerala
20	Malappuram	Kerala
21	Bhopal	Madhya Pradesh
22	Mumbai	Maharashtra
23	Pune	Maharashtra
24	Nagpur	Maharashtra
25	Bhubneswar	Orissa
26	Jalandhar	Punjab
27	Amritsar	Punjab
28	Jaipur	Rajasthan
29	Chennai	Tamil Nadu
30	Trichy	Tamil Nadu
31	Madurai	Tamil Nadu
32	Coimbatore	Tamil Nadu
33	Lucknow	Uttar Pradesh
34	Ghaziabad	Uttar Pradesh
35	Bareilly	Uttar Pradesh
36	Dehradun	Uttarakhand
37	Kolkatta	West Bengal, Tripura & Sikkim
38	Delhi	CPV Division/Attestation Cell, MEA
39	Branch Secretariats at Mumbai/ Chennai/ Guwahati/ Hyderabad/ Kolkata	

State-wise list of Passport Seva Kendras (PSKs)# in India

Sl.No.	States	Total No. of PSKs	Name of PSKs
1.	Andhra Pradesh	7	Visakhapatnam, Nizamabad, Bhimavaram,,Tirupati
2.	Assam	1	Guwahati
3.	Bihar	1	Patna
4.	Chandigarh UT	1	Chandigarh
5.	Chhatisgarh	1	Raipur
6.	Delhi NCT	3 + 1	Gurugram, Shalimar Place, Herald House, Bhikaji Cama Place
7.	Goa	1	Panaji
8.	Gujarat	5	Ahmedabad1&2,Baroda,Rajkot,Surat
9.	Haryana	2	Ambala,Gurgaon
10.	Himachal Pradesh	1	Shimla
11.	J & K	2	Jammu(1), Srinagar(1)
12.	Jharkhand	1	Ranchi
13.	Karnataka	4	Bangalore-1&2, Hubli, Kalaburagi
14.	Kerala	13	Trivandrum,Trivandrum Rural,Kollam, Cochin, Ernakulam Rural,Alapuzha, Kottayam,Malappuram, Kozhikode (2), Kannur, Payyanoor, Neyyattinkara
15.	Madhya Pradesh	1	Bhopal
16.	Maharashtra	7	Thane,Nashik,Mumbai (3), Pune, Nagpur
17.	Odisha	1	Bhubaneswar
18.	Punjab	5	Ludhiana,Jalandhar(2)Hoshiarpur,Amritsar
19.	Rajasthan	3	Jaipur, Jodhpur, Sikar
20.	Tamil Nadu	8	Trichy,Thanjavur,Madurai,Tirunelveli,Coimbatore, Chennai(3)
21.	Telangana	3	Hyderabad
22.	Uttar Pradesh	6	Ghaziabad,Bareilly, Lucknow,Gorakhpur, Kanpur, Varanasi
23.	Uttarakhand	1	Dehradun

24.	West Bengal	2	Kolkata, Berhampore
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Number of PSKs is subject to change

List of Passport Seva Kendras/ Laghu Kendras# in India

S. No.	State/ UT	Location of PSK	Under Passport Office
01.	Mizoram	Aizawl	Guwahati
02.	Manipur	Imphal	Guwahati
03.	Meghalaya	Shillong	Guwahati
04.	Arunachal Pradesh	Itanagar	Guwahati
05.	Nagaland	Dimapur	Guwahati
06.	Tripura	Agartala	Kolkata
07.	Sikkim	Gangtok	Kolkata
08.	West Bengal	Siliguri	Kolkata
09.	West Bengal	Kharagpur	Kolkata
10.	West Bengal	Kolkata (MEA Branch Secretariat)	Kolkata
11.	Bihar	Darbhanga	Patna
13.	Madhya Pradesh	Indore	Bhopal
14.	Maharashtra	Solapur	Pune
15.	Karnataka	Kalaburagi	Bangalore
16.	Andhra Pradesh	Bhimavaram	Visakhapatnam
17.	Telangana	Karimnagar	Hyderabad
18.	Puducherry	Puducherry	Chennai
19.	Rajasthan	Udaipur	Jaipur

Number of PSK/PSLKs is subject to change