

No.V.IV/551/2/2013
Government of India
Ministry of External Affairs
(CPV Division)

Patiala House, Tilak Marg,
New Delhi
Dated : 14-Mar-13

Notice Inviting Tender

On behalf of the President of India, sealed tenders are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies for providing 450 **Data Entry Operators (Skilled Category) (which may increase/decrease)** in Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras across India and in CPV Division in Delhi **for a period of one year** from the date of the contract.

3. The scope of work and Terms & Conditions can be downloaded on the website of Ministry of External Affairs at <http://mea.gov.in> or <http://passportindia.gov.in>

(Sanjiv Aggarwal)
Under Secretary (CPV-C)
Tel: 23382658

I. 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 450 Data Entry Operators (Skilled Category)(which may increase/decrease) in CPV Division in Delhi and Passport Offices/Passport Seva Kendras/Passport Seva Laghu 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 May, 2013** and would continue for a period of one year. The period of the contract may be further extended after the completion of contract on the same terms and condition, 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
- iv. The interested Company may submit the tender document with Rs.1000/- as the cost complete in all respects, along with **Earnest Money Deposit (EMD)** of Rs. 15,00,000/- (Rupees

fifteen lakh only) in favour of Pay & Accounts Officer, Ministry of External Affairs, New Delhi and other requisite documents by 1st April , 2013 upto 1400 hours to the Office of Under Secretary (CPV-C), Room No.6, Ministry of External Affairs (CPV Division), Patiala House, Tilak Marg, New Delhi. The various crucial dates relating to **“Tender for providing Data Entry Operators to Ministry of External Affairs, New Delhi”** are as under :-

Sl.No.	Particulars	Date & Time
(a)	Date of advertisement/ publication	15 th March 2013 at MEA website http://mea.gov.in or http://passportindia.gov.in/ newspaper
(b)	Availability of tender document on MEA website	15 th March 2013.
(c)	Seek clarification start date	15 th March 2013.
(d)	Seek clarification end date	22nd March 2013.
(e)	Last date & time for deposit of tenders	1 st April, 2013, 1400 hrs. in Room No.6, Under Secretary (CPV-C), MEA, Patiala House, Tilak Marg, New Delhi-110001
(f)	Date & time for opening of Technical Bid	1 st April, 2013, 1500 hrs. at Conference Room, CPV Division, MEA, Patiala House, Tilak Marg, New Delhi-110001
(g)	Date & time for opening of Financial Bid for technically qualified bidders	To be decided and intimated later
(h)	Validity of tenders	60 days from the date of opening of tenders

- v. The tenders have been invited under two-bid system i.e. Technical Bid and Financial Bid. The interested Companies are advised to submit two separate sealed envelopes super-scribing “Technical Bid for providing Data Entry Operators (Skilled Category) to CPV Division in Delhi and Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras all over India ” and “Financial Bid for providing Data Entry Operators (Skilled Category) to CPV Division in Delhi and Passport Offices/Passport Seva Kendras all over India”. Both sealed envelopes should be kept in a third sealed envelope super-scribing **“Tender for providing “Data Entry Operators (Skilled Category) to CPV Division in Delhi and Passport Offices/Passport Seva Kendras/Passport Seva Laghu Kendras all over India”**”.

- vi. The tendering Company is required to enclose photocopies of the following documents, duly attested by a Gazetted Officer, along with the Technical Bid, failing which their bids shall be summarily / outrightly rejected and will not be considered any further:

PAN/GIR No. (Attach attested copy)
Service Tax Registration No. (Attach attested copy)
E.P.F. Registration No. (Attach attested copy)
E.S.I. Registration No. (Attach attested copy)
Documents showing completing at least one service of value not less than Rs. 1 crore per annum <u>or</u> at least two services of value not less than Rs. 50 Lakh per annum related to providing human resources in a single contract. (Attach attested copy)
Give details of the major similar contracts/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 order).
Affidavit stating that the Company is / has not been black listed by Central/ State Government / PSU (Attach attested copy)

- vii Conditional bids shall not be considered and will be outrightly rejected at the very first instance.
- viii 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 tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the company.
- ix The envelope containing Technical Bid shall be opened first on the scheduled date and time (1st April, 2013, 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.
- x 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.

- xi 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.
- xii 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.
- xiii 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.
- xiv The offers submitted as documents by fax/e-mail or any manner other than specified above will not be considered. No correspondence will be entertained on this manner.
- xv 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.
- xvi 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.

II. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY

The tendering Service Provider 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 either in Delhi/ New Delhi or in any of the satellite towns of Delhi.
- 2 The Service Provider Company should be registered/ incorporated under the Indian Companies Act.
- 3 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.
- 4 Service Provider Company should have its own Bank Account.

- 5 Service Provider Company should be registered with Income Tax and Service Tax departments.
- 6 Service Provider Company should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts etc.
- 7 The Service Provider Company should have completed at least one service contract of value not less than Rs. 1 crore per annum or completed at least two service contracts of value not less than Rs. 50 lakh per annum related to providing human resources in a single contract.
- 8 The Service Provider Company must have a turnover of Rs.6 crore per year during the last three financial years.
- 9 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.

III. TERMS AND CONDITIONS

A. GENERAL

- i. The contract is likely to commence from 1st May, 2013 and shall continue for a period of one year, 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 one year 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/Passport Seva Laghu 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/Passport Seva Laghu 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.
 - 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/Passport Seva Laghu 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 tender document cost of Rs.1000/- (non-refundable) and an Earnest Money Deposit (EMD), refundable, of Rs. 15,00,000/- (Rupees fifteen lakh only) 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 outrightly.
- 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 to it 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.8814/-** per month as on today (as per NCT Delhi order dated 1st October 2012) 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 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 the attendance sheets of all DEOs from CPV Division. If the vendor does not take remedial steps within a period of thirty

days 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. 30,00,000/- (Rupees thirty 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:

- (c) 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 resolves 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 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

- a) 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 important aspects of the Technical Proposal, and particularly the criteria or sub-criteria or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- b) 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)	Give details of the major similar	40

	contracts/assignments in providing manpower by the tendering Company on behalf of the Private Sector Company/ PSUs/Banks and Government Departments during the last three years.	
(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
	Total points	100

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.

(Sanjiv Aggarwal)
Under Secretary to the Govt. of India
Ministry of External Affairs
Room No. 6, Patiala House
Tilak Marg, New Delhi - 110 001
Tel. 23382658

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

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

1.	Name of Tendering Company (Attach certificates of registration with a brief profile of the company)	
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.	
5.	Banker of Company with full address (Attach certified copy of statement of A/C for the last three years)	
6.	PAN/GIR No. (Attach attested copy)	
7.	Service Tax Registration No. (Attach attested copy)	
8.	E.P.F. Registration No. (Attach attested copy)	
9.	E.S.I. Registration No. (Attach attested copy)	
10.	Documents showing completing at least one service of value not less than Rs. 1 crore per annum <u>or</u> at least two services of value not less than Rs. 50 Lakh per annum related to providing human resources in a single contract.	
11.	Give details of the major similar contracts/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).	
12.	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.	
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)	
13.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)	
14.	List of other clients	

Signature of authorized person
Name:
Designation
Seal:

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

(To be enclosed in a separate sealed envelope)

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

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.)

	Component of Rate	Total Amount (in rupee) per Data Entry Operator
1	Monthly Minimum Wages for Data Entry Operators	8814
2	Employees Provident Fund @ 13.61% on Rs.6500 (maximum amount) employer contribution	885
3	Employees State Insurance @ 4.75 % of 1 above (employer contribution)	419
4	Employees Provident Fund @ 12% on Rs.6500 (maximum amount) (employee contribution)	780
5	Employees State Insurance @ 1.75 % of 1 above (employee contribution)	154
6	Total payable by employer to employee (1 to 3)	10118
7	Contractor's Administrative /Services Charges (5 % of minimum wage)	441
8	Service Tax liability @12.36% on (6+7)	1305
9	Total expenditure to be incurred (6+7+8)	11864
9	Net amount payable to employee {1 minus (4+5)}	7880
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 for minimum wages fixed as on today for Data Entry Operators are as per Government of NCT of Delhi order dated 1st October 2012. 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.

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform on 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