

Ministry of External Affairs

**REQUEST FOR PROPOSAL
FOR
SETTING UP AND RUNNING OF
PRAVASI BHARTIYA SAHAYATA KENDRA (PBSK)**

Overseas Employment Division

**MINISTRY OF EXTERNAL AFFAIRS
ROOM NO 1021, AKBAR BHAWAN, CHANAKYAPURI**

NEW DELHI, 110021 INDIA

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1. Introduction

1.1. Introduction of Overseas Employment Division (OED), Ministry of External Affairs (MEA)

a) To provide assistance needed by Indian emigrants/ citizens residing/ working/ travelling abroad, Pravasi Bhartiya Sahayata Kendra (PBSK) earlier known as Overseas Workers Resource Centre (OWRC) is set up by the Ministry which is presently functioning from Overseas Employment Division (OED)/ Overseas Indian Affairs (OIA), Ministry of External Affairs, Akbar Bhawan, Chanakyapuri, as a 24 X 7 Multi lingual Helpline. OED, headed by a Joint Secretary rank officer designated as Protector General of Emigrants (PGE), is the nodal division for matters relating to Indians going abroad for employment purposes. OED looks after various aspects of emigration covered under the Emigration Act, 1983, which includes the registration of Recruiting Agents (RA) and the recruitment of Indians for overseas employment either directly by Foreign Employers (FEs), or through the Recruiting Agents (RAs). OED is a focal point to which emigrants, their families, Recruiting Agents, Skill Development Agencies in India, Insurance Agencies, various State Governments and their NRI departments turn to for Information, Assistance, Partnerships and Facilitation. OED/ OIA is also a nodal division for interacting with the concerned authorities of Foreign Governments for providing safe and legal emigration and also the welfare of Indian emigrants when they are in country of employment. Besides PBSK, many other initiatives have been taken by the OIA Division/ OED of MEA for the welfare of Indian emigrants which include setting up of Indian Community Welfare Fund (ICWF) at Indian Missions abroad to assist the Indians in distress while abroad, Pravasi Bhartiya Bima Yojna (PBBY Insurance Policy) for the workers going after obtaining emigration Clearance etc. OIA/ OED have also been engaging with Ministry of Skill Development and Entrepreneurship (MSDE) for providing pre-departure orientation training to the emigrants and assessment of their skills required for various professions.

b) Process of Emigration

Under the Emigration Act, 1983, Indians emigrating or desiring to emigrate abroad for various work categories are required to obtain emigration clearance (EC) from Protector of Emigrants (PoEs), after securing the overseas employment through the registered Recruiting Agent or directly from the Foreign Employer and at present, emigrants holding Emigration Check Required (ECR) passports going to any of the ECR countries for work/ employment requires Emigration Clearance. Majority of Indian emigrants are blue collar workers working in Gulf Cooperation Council (GCC) countries namely Saudi Arabia, United Arab Emirates, Qatar, Bahrain, Oman and Kuwait. . The process of registration of RAs and Emigration

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Clearance is regulated by Protector General of Emigrants (PGE) through the 10 Protector of Emigrants' (PoEs) offices located at Delhi, Mumbai, Kolkata, Chennai, Chandigarh, Jaipur, Raibareli, Hyderabad, Thiruvananthapuram and Kochi and one POE Cell at Lucknow. From the year 2014 onwards, the various processes related to emigration are being streamlined through an eGovernance initiative of the Ministry known as eMigrate Project (emigrate.gov.in). eMigrate system facilitates processing of application for Emigration Clearance, Registration/ Renewal of Recruiting Agents, Registration of Foreign Employers (FEs), Permit Application for direct recruitment by Project Exporters (PE)/ Foreign Employers (FEs). eMigrate system also includes an integrated grievance module to monitor the complaints against the Recruiting Agents and Foreign Employers.

c) PBSK and Redressal of Grievances of Emigrants

The responsibility of PBSK is not only to provide/ receive information or registers a complaint on behalf of emigrants but also to arrange it electronically and then further channelize it for the action of the concerned MEA officials (PGE/ POEs or Indian Embassies/ Consulates in foreign countries etc.). PBSK setup also includes five PBSK Contact Centers (PBSKCCs) earlier known as Migrant Resource Centers (MRCs), which are set up at Delhi, Lucknow, Hyderabad, Chennai and Kochi. These centers operate in coordination with PoEs located in these cities, for assisting those emigrants who need face to face interaction for redressal of their grievances and queries. eMigrate system provides a comprehensive database of emigrants, Recruiting Agents and Foreign Employers (FEs) and serves as an essential resource for PBSK to enable it to access systematic and organized information for the issues/ queries received and help in registering the complaints received for the emigrants after screening and analyzing the issue reported to it.

d) New Initiatives under PBSK

In addition to the above, PBSK is also given the responsibility to perform as a Central Processing Center (CPC) set up at Akbar Bhawan to scrutinize the EC applications for four of the PoE offices (Chandigarh, Jaipur, Raibareli and Kolkata) in order to assist the OED to achieve the objective of establishing a uniform emigration clearance system. CPC scrutinizes the emigration clearance applications as per the Standard Operating Procedure (SOP) as a first level check before they can be processed by the respective POEs.

e) Significance of the role of PBSK

PBSK is responsible not only to collect/ disseminate the information but also to provide

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processed information to OED, MEA to assist them in their interaction with variety of stakeholders such as emigrants/ their families, Recruiting Agents, Foreign Employers, Recruiting Agents, Central and State Govt. Departments, Indian Missions abroad or any other entity/ person needing support/ information from the MEA.

f) Purpose for this Request for Proposal

The role of PBSK has been enhanced since the appointment of present PBSK Operator in Nov 2014 and in view of that the contract with the present Operator is coming to an end shortly, therefore, MEA through the fresh bidding process, plans to engage an Operator having requisite expertise and relevant experience to setup and run the PBSK (including Helpline, CPC and PBSK Contact Centers). It is to be emphasized here that MEA is looking at this engagement where the Operator shall procure and install hardware, develop and deploy software and manpower required and maintain the entire system for a period of 3 years from the date of the signing of the contract. To that end the specifications laid out in this RFP are indicated as the minimum requirement whereas the bidders are expected to focus on the scope of work of this project and formulate their solution offerings in a manner that enables completing the scope of work objectives both in letter and spirit.

1.2. Scope of the Work

The activities that would be required to be carried out by the PBSK operator are following:

1.2.1 Running a 24 X 7 X 365 multilingual Helpline: Helpline shall be setup by the Operator at a premise provided by MEA (at Akbar Bhawan at present), for handling the activities related to the assistance sought by the emigrants or their/ families/ friends on grievances related to overseas employment or assistance sought by any overseas Indian or foreign nationals on any issue where the intervention of MEA is required for resolution of the grievance reported. Helpline shall require to -

- i) Capture/ disseminate (through incoming and outgoing phone calls, email) the relevant information needed by or from the stakeholders in 11 languages namely Hindi, English, Kannada, Malayalam, Telugu, Tamil, Bengali, Punjabi, Odia, Gujarati and Marathi.
- ii) Collect and disseminate information and data on laws, regulations and official directives pertaining to overseas employment or emigration from India, issues relevant to Indian workers in foreign countries and their rights or other issues of relevance to emigrants in the country of employment/ residence or within India before their departure or during employment or after their return from abroad.
- iii) Collect, capture and disseminate information, in a manner prescribed by the MEA, related to RAs, FEs, Foreign Recruiting Agents, including the verification of details (visa issued to an emigrants, details of employers etc.) as may be available on the websites of Foreign / Government / Authorities/Agencies.
- iv) Maintain and update the database of the above information in a manner prescribed by the MEA.
- v) Create, maintain and/ or update database relating to emigrants, FEs/ RAs registered with MEA or unregistered persons or agencies engaged in recruitment for overseas employment or sending Indians abroad for any purpose.
- vi) Assist the, MEA to understand and analyze the issues and problems that are faced by the emigrants based on the grievances received. Advise MEA on long terms solution of problems faced by the emigrants, wherever needed.
- vii) Register the grievances/ complaints/ PBBY insurance claims reported to it through portals prescribed by MEA.
- viii) Register the complaints reported to it related to the cheatings in the name of overseas employment or for any other purpose for overseas travel.

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- ix) Compile the information received related to the complaints received from complainants (or from any concerned person or official) and seeking the additional relevant information, if required, from the complainant through outgoing calls or by searching Ministry's online database.
- x) Provide the relevant information to the Caller for registering the grievance with any other Department of Govt. of India in case the issue reported by the caller is not relevant to MEA.
- xi) Provide the details of schemes run by MEA to the callers and the details of relevant official websites from where the caller can access or download the further details.
- xii) Verify the details, related to any of the stakeholders i.e. emigrants, Recruiting Agent, Foreign employers or any other entity who is registered or applying for registration in eMigrate system and capture its finding online in MEA portals.
- xiii) Coordinate and Liaison with stakeholders wherever required including interacting with Government officials, Recruiting Agents, Foreign Employers, Insurance Agencies, Skill Development Agencies etc.
- xiv) Prepare Operation Manuals, Standard Operating Procedures related to PBSK operations and coordinate for the approval of the Ministry. Update such manuals from time to time as per the instructions of the Ministry.
- xv) Aid and advise MEA in improving emigration processes and system.

1.2.2 Centralized Processing Center (CPC) at OE Division in Akbar Bhawan, Chanakyapuri for eMigrate related processes-

OED, MEA provides various services as required under Emigration Act, 1983 related to overseas employment and emigration of Indians. Processing of applications as mentioned below for these services is now done online through eMigrate system-

- i) Registration and Renewal of Recruiting Agents
- ii) Permit Application of Project Exporter / Foreign Employers for direct recruitment
- iii) Emigration Clearance Applications and verification of Demands raised by Foreign Employers

1.2.2.1: CPC shall scrutinize online applications submitted through eMigrate system, as directed by the OED, MEA as a first level of check and forward the application with their findings to the designated officer of MEA for further processing. Scrutiny of applications by CPC should be carried out according to the Standard Operating Procedure (SOP) and checklist provided by the OED.

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For performing CPC operations, following should be noted by the Operator –

- i) Personnel managing CPC work should be a graduate and should have the ability to read and understand/ analyze the variety of documents such as employment contract, visa copy, demand letters from FEs, Insurance policies/ documents etc.
- ii) The sufficient number of personnel should be available during working hours on all working days so as to complete the processing of the applications submitted on daily basis. On non-working days or during non-working hours, the number of personnel can be optimized by the Operator ensuring that applications do not get carried forward to the next week.
- iii) CPC Personnel shall scrutinize the application details and documents uploaded with the application for correctness and to provide their observations and upload verification reports etc. Some of the details may be needed to be verified from the websites of various agencies including that of foreign countries.
- iv) Re-scrutiny of the same applications may be required wherever needed without any additional cost implication, to the Ministry.
- v) OED, MEA can assign the responsibility of processing of any additional type of application to be processed at CPC without any additional cost implication, to the Ministry.

1.2.2.2 CPC shall require to have dedicated person(s) during the working hours on all working days for monitoring of the eMigrate Service Level Agreement at Akbar Bhawan, Chanakyapuri, New Delhi from the SLA reports maintained in the SLA Server by the eMigrate Implementation Agency M/s TCS. The personnel shall be responsible to comprehend the SLA reports and detect the anomalies or discrepancies in maintaining the SLA data as per the methodology prescribed by OED and shall also follow up for the incidents reported to TCS and provide periodic reports to the OED, MEA. The person(s) to be engaged by the Operator for this purpose should have necessary qualification with adequate IT skills and good understanding of the IT Application operations in a Data Center environment.

1.2.3 Setting up of Pravasi Bhartiya Sahayata Kendra Contact Centers (PBSKCC) in districts/ states having high migration

Pravasi Bhartiya Sahayata Kendra Contact Centers (PBSKCC) are presently running

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at 5 locations (Delhi, Hyderabad, Kochi, Lucknow and Chennai) and may be set up at any of the locations from the districts with highest number of Emigration Clearances in 2016, as mentioned in Clause 24, in a premise provided/ arranged by the MEA to disseminate information or provide assistance to the emigrants/ their families walking into PBSKCC for any issues where MEA is needed to take action including the following –

- i) Guiding the emigrants who have either received an offer for the overseas employment or approached by anyone with such offer.
- ii) Pre departure counselling to the emigrants
- iii) Verifying the documents provided to the emigrants by FEs/ RAs from the websites Foreign Government Authorities/ Agencies.
- iv) Receiving the grievances from the emigrants' or their families/ friends and registering and/ or forwarding them to PBSK for further action.
- v) Applying for Emigration Clearance on behalf of emigrants who are directly recruited by the Foreign Employers. In such cases emigrants themselves shall pay the applicable Government fees either online or through challan.
- vi) No charges/ fees/ money can be collected from the emigrants by the PBSKCC personnel for any reason whatsoever.
- vii) Imparting training to State Govt./ other officials or to any other stakeholders as per the directives from the MEA.
- viii) The premises with electricity connection for setting up PBSKCC shall be provided/ arranged by the MEA, which may be at Passport Office or POE Office or at any other State/ Central Government building. Operator shall be required to set up and maintain its own furniture, computers and allied devices, internet, consumables (paper, printer cartridge or any other item needed for PBSKCC operations) etc. for PBSKCC including its waiting area.
- ix) PBSKCC should have signboard outside and inside its facility for easy identification in English, Hindi and local language. Within the premises necessary information about assistance/ services provided, online application procedures, fees collected, PBSKCC work timings etc. should be displayed prominently and

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clearly, at all the times. Operator shall not be allowed to do its own branding/ advertising at PBSKCC in any manner under any circumstances.

- x) PBSKCC should have staff of at least one person during the working hour with one personal computer having good hardware-software configuration with good speed internet connectivity and one scanner cum printer cum photocopier.
- xi) PBSKCC personnel should have good reading, writing and speaking knowledge of Hindi, English and the local language of the place where that PBSKCC is located.
- xii) PBSK personnel should be computer proficient and should also be able to conduct awareness activities or impart training on emigration related procedures to officials identified by MEA when needed, besides carrying out day to day activities.
- xiii) PBSKCC shall work at least 6 days a week including on all working days as per State Government working days.
- xiv) Services not prescribed by MEA cannot be rendered by any PBSKCC.

1.3. Responsibilities of Operator

- i) An IVR compatible to run Helpline on toll free (1800113090) and chargeable numbers (+911140503090, +911126885021, +9149556800) running on PRI lines (with backup) for simultaneous access by all Helpline personnel with channels numbers equal to at least minimum capacity proposed during peak hour proposed by the Operator.
- ii) IVR inbuilt software should be able to recognize and capture the phone number, country name, district, city of the caller by identifying the calling number and allows capturing further details such as name, gender, age, passport number, visa number, complete address, alternate contact numbers, email ids, website for the calls received.
- iii) IVR should be able to display the number of times the call is received from a particular numbers and date and time of at least 5 such previous instances.
- iv) IVR software should have a provision to register a request and generate an Acknowledgement Number to the caller.
- v) IVR should have the provision to recognize the Acknowledgement Number assigned to the caller for a request/ complaint already registered by the Helpline, on the basis of phone number of the caller and redirect the caller, if

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opted by the caller, to the automated response system which picks the latest status of the request from the IVR software on the basis of Acknowledge Number and after the request status is announced by the IVR, original IVR options are further announced to the caller to move forward or exit.

- vi) Exact IVR options and their level shall be discussed with the selected Operator and decided by the Ministry after the selection of the Operator and before commencing of the Helpline Operations. The IVR options should be updated from time to time as per the requirements of the Ministry by the Operator without any additional cost implication to the Ministry.
- vii) IVR should have the provision to configure/ assign the numbers of Helpline terminals for any particular option chosen through IVR options.
- viii) IVR software should be capable to providing reports for average call handling time, average speed of answer the calls or related to any metric concerning a call center operations.
- ix) IVR should have the provision to transfer the call from one Helpline terminal to other Helpline terminal or to connect with concerned PGE or POE officials.
- x) Call recording and storing facility for all the calls received by the Helpline.
- xi) Systemic and Human Resource capacity for handling approximately 25,000 inbound phone calls per month and up to 20% (of prescribed monthly 25,000) additional in case of surge or otherwise in the inbound calls. (Prank calls and unrelated calls are not covered under the scope of Helpline and shall not be counted while deciding the no. of calls received by the Helpline for a month).
- xii) Helpline Personnel should have good communication skills and be well conversant with the subject and good reading, writing and speaking knowledge of the languages assigned to him/ her and should be able to provide the response to the callers instantaneously on the basis of Standard Operating Procedures (SOP) prepared by the Operator and approved by the Ministry.
- xiii) Sufficient number of personnel providing Helpline services in languages assigned should be available during the peak hours (9.30 am to 6 pm) on all working days. On non-working days or during non-peak hours, the number of Helpline personnel may be optimized by the Operator to meet expected language wise call volume on the basis of the trend of most recent 3 months.
- xiv) Creating and managing PBSK website (English and Hindi) and complied with GIGW standards, on behalf of MEA and updating it as directed by the OED from time to time with the relevant information, photographs, carousal videos, FAQs, SOPs, Office Orders, Notices, banners, Statistics, RA/ FE details etc.
- xv) Setting up a provision for receiving feedback/ queries from the users through PBSK website and updating the response as per the directions of the Ministry.

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- xvi) Operate the Whatsapp account assigned to it by the Ministry, on the mobile set procured and maintained by the Operator, receive the complaints and relevant documents through it and provide the necessary response to the complainant. Operate Twitter handle assigned to PBSK.
- xvii) Login based access to the PBSK personnel to the PBSK website, for accessing Knowledgebase/ documentation such as Standard Operating procedures (SOPs). SOPs shall be required to be followed by the PBSK personnel while discharging their duties.
- xviii) Use only MEA provided email accounts for communicating with complainants, callers, information seekers and stakeholders.
- xix) Procure, Setup and maintain the required infrastructure [Human, IT (including LAN cabling, Intranet, authentication for login of Helpline personnel, CPC and PBSKCC workstations including Operating Systems, Patch upgradation, antivirus software, Information Security Devices, Telecom equipment and Network and internet links, warranties and insurance of IT assets) and work stations, workspaces, furniture and fixtures, aesthetics, interior, signboard at entrance and inside] for effectively running Helpline and CPC operations at the space provided by the MEA. PBSK and CPC workstations should have two LAN ports, one for eMigrate MPLS connectivity and another one for Helpline intranet and internet connectivity.
- xx) Setup and run PBSKCCs at designated places and provide additional personnel for increase in number of emigrants walking in exceeds 50 each time.
- xxi) PBSKCCs shall have the facility for automated token appointment system for the visitors for the type of the services needed. Report on the numbers of visitors arrived at and serviced by PBSKCCs shall be provided by the Operator on daily basis.
- xxii) Provide performance reports on its duties in a manner prescribed by OED, MEA at regular intervals.
- xxiii) Provide Quarterly training and conduct assessment of its personnel engaged in PBSK operations for -
 - a) Soft skill training (Language, Communication, Behavioral, Team building, Problem solving, Managing Responsibility, Negotiation and Conflict
 - b) Subject Knowledge needed for responding the queries related to emigration, registration and resolution of complaints and PBBY policy claims etc.
 - c) Subject knowledge needed for handling online processing of the applications and other operations mentioned in this document and also as and

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when required for updating them on various rules and processes related to Emigration.

d) Any other training needed by the PBSK personnel for discharging their duties.

xxiv) Provide support to OED for audit of PBSK (Helpline, PBSKCC and CPC).

xxv) Support in transition to a replacement Operator as required during the exit management phase either on expiry of the contract and a mid-way termination

a) Adhere to the Exit management plan proposed by OED, MEA for handing over the asset created for setting up PBSK (Helpline, PBSKCC and CPC).

b) Extend support necessary to MEA during the exit at the end of the Contract or premature termination.

1.4. Validity of the Agreement

The selected bidder shall provide PBSK Services for a period of 3 years, which can be extended on same terms and conditions for a further period of up to two years (in one instance or more) based on satisfactory performance. In case of unsatisfactory performance, at any point of time, the agreement shall be terminated by the MEA, giving a written notice of 3 months. Selected Bidder shall not be allowed to display or advertise his name, brand, logo anywhere while carrying out activities required under this agreement.

1.5. Clause for Penalty

In case of non-satisfactory performance or violation of any clause of the contract during the PBSK operations, penalty may be imposed on the operator in any quarter for an amount up to 10% of the quarterly cost payable to the Operator for any of the reasons for that particular service-

- i) Proposed number of personnel or IT/ Telecom infrastructure are not deputed/ deployed by the operator with relevant experience, criteria or proposal on any instance.
- ii) More than 25% of total applications processed by CPC takes more than 5 working days
- iii) More than 10% of total emigrants visited at PBSKCC are not served on the same day

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2 Instructions to Bidders

- 2.1** The RFP can be downloaded from the website of the Ministry and CPP Portal (eprocure.gov.in) of Government of India. Tender fees of Rs. 10,000/- shall be required to be deposited by the bidders along with the proposal.
- 2.2** Bidders should familiarize themselves with the terms and conditions and take them into account while preparing their proposals. To obtain first-hand information on the assignment, Bidders are advised to attend a Pre-Bid Conference.
- 2.3** Bidders shall bear all costs in connection with the preparation and submission of their proposals and Contract negotiation, site visits, attending Pre-Bid Conference, etc.
- 2.4** MEA may accept or reject any proposal in its discretion and may ask for any additional information or revise its requirements, add to or amend the terms set out in RFP which will be duly notified. Further MEA hereby reserves its right to annul the selection process at any time prior to the Contract award without incurring any liability.
- 2.5** Bidders can submit only one proposal. If a bidder submits more than one proposal, all such proposals shall be disqualified.
- 2.6** The Proposal must remain valid for a period of at least 180 days from the date of opening of the financial bid. MEA will make its best effort to complete negotiations within this period. Should the need arise, however, MEA may request Bidders to extend the validity period of their proposals. Bidders, who do not agree with this clause, have the right to refuse to extend the validity of their proposals.
- 2.7** Clarification and Amendment of RFP Documents

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- i) Bidders may request for clarifications on any of the RFP documents up to the date of Pre Bid Conference. Requests for clarification must be sent through email to US (OE-3) at usoe3@mea.gov.in. MEA will respond in writing and will send written copies of the response (including an explanation of the query) to all the Bidders. Should MEA deem it necessary to amend the RFP as a result of a clarification, it shall do so. MEA reserves the right not to respond to any query.
- ii) At any time before the submission of Proposals, MEA may amend the RFP by issuing an addendum. The addendum shall be sent to all Bidders and will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals MEA may, if the amendment is substantial, extend the deadline for the submission of Proposals.

2.8 Preparation of Proposals

- i) In preparing their Proposal, Bidders are expected to examine RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- ii) While preparing the Proposal, bidders must give special attention to the number of Professional staff required for the assignment as the same has to be estimated by the Bidders. MEA will not be liable for additional cost in case Proposal is based on inadequate or under-estimated number of personnel. In case of any additional manpower is required by the Operator during the PBSK operations for the services covered in the scope mentioned in the RFP, Operator shall have to do it at their own cost.

3 Technical Proposal Formats and Content

3.1 The Technical Proposal shall provide information indicated in table given below and described as under-

SR. NO.	Required Document	Description
1	A letter of intent as at FORMAT 1 duly signed by an Authorized Signatory of the bidder	As per the format provided
2	Check list of prequalification criteria specified in para 17 of the RFP	All documents necessary to prove that the bidder meets prequalification criteria specified in para 19 of the RFP
3	Profile of the bidder	1. Organization Structure covering

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		ownership details, Management, Area of specialization 2. Relevant Experience 3. yearwise Turn over in the last three years 4. Client-wise details of projects undertaken in the relevant area
4	Relevant Experience of the bidder / firm in undertaking similar projects	This should be supported by documents issued by the client
5	Approach and Methodology for the project	Details of the deliverable of the Project, Deployment of Personnel and Infrastructure (IT, Telecom, Workstations, Work Space and PBSK Web site development and maintenance)
6	Project Plan	Project Plan for commencing and running PBSK Operations
7	Profile of the Team Members	Details of the qualification, specialization and experience of the Project Manager and key members
8	Fulfillment of Eligibility criteria	Documents essentials to evaluate the eligibility criteria should be enclosed with a covering checklist
9	Earnest Money Deposit	Demand draft from a scheduled bank for the amount stated in the RFP
10	Tender Fees (non-refundable)	Rs. 10,000/- (Rs. Ten thousand only) in the favor of Pay and Account Officer, MEA

3.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive/ inadmissible and will be rejected.

3.3 Language: Documents submitted by the bidders for the Bid, should be in Hindi or English. In case any supporting document is issued by any Government organization is not in Hindi or English, translation of the same in Hindi or English, self-attested by the Authorized Signatory of the Bidder organization should also be provided. Bidder shall be liable for submitting any fake/ forged/ tampered/ doctored documents.

4 Financial Proposal

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4.1 The Bidder should provide financial proposal in a section separate to Technical proposal.

4.2 The quote should be in Indian Rupees and should have all taxes mentioned separately for the services to be provided by Operator. Taxes should be indicated separately in the formats as provided. In case of any increase in the tax rate by Government of India, the difference shall be paid to the Operator during the contractual payment. The Financial Proposal shall be submitted using the Format VI.

4.3 Earnest Money Deposit (EMD)

- i)** An EMD of Rs. 15.00 lakh in the form of DD drawn in favor of Pay and Accounts Officer, MEA payable at New Delhi, must be submitted along with the Technical Proposal.
- ii)** Proposals not accompanied by EMD shall be considered as non-responsive and shall be rejected, without any further examination.
- iii)** No interest shall be payable by the MEA for the sum deposited as Earnest Money Deposit.
- iv)** No bank guarantee will be accepted in lieu of the Earnest Money Deposit and Tender Fees.
- v)** The EMD is liable to be forfeited by MEA if the Bidder withdraws or alters his proposal during its validity period or refuses to sign contract, if awarded.
- vi)** The EMD of the unsuccessful bidders would be returned within two month of signing of the Contract with successful bidder.
- vii)** EMD of the selected Bidder will be returned / adjusted against performance Bank Guarantee after signing of the Contract and on submission of Performance Bank Guarantee.

5 Conflict of Interest

- 5.1** MEA requires that Bidders should provide professional, objective, and impartial advice and services and at all times hold MEA's interests paramount and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2** Bidders and/or any of their affiliates, should not have any conflict of interest in so far as the assignment is concerned. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of MEA, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract, at any stage.
- 5.3** A bidder that has a business or family relationship with a member of MEA's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MEA throughout the selection process and execution of the Contract.
- 5.4** A bidder who is Recruiting Agent or has family or business relationship with any Recruiting Agency or with Recruiting Agent registered with Protector General of Emigrants may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MEA during the selection process and before execution of the Contract. Any such relationship should be declared by the bidder along with the proposal, otherwise it may lead to the disqualification of the Bidder or the termination of its Contract, at any stage. In such cases of termination, no payment shall be paid to the bidder for the services provided and if any amount is paid to the bidder for the services provided that shall be recovered from the Bank Guarantee of the Bidder.

6 Performance Security

- 6.1** For the due performance of the assignment in accordance with the terms and conditions specified, the Bidder shall, on the day or before signing the contract and not later than 30 (thirty) days of the issue of the Letter of Award, furnish to MEA a performance security in the form of an irrevocable Bank Guarantee for an amount equal to ten percent (10%) of the Contract Value. Contract value is the total amount quoted and accepted for operating the PBSK (Helpline, CPC and PBSKCC) for three years, from the date of commencement of operations.

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- 6.2** The Bank Guarantee shall be in favor of the Pay and Accounts Officer, Ministry of External Affairs, issued by the State Bank of India or any Nationalized or schedule Indian Bank, approved by the Reserve Bank of India and acceptable to MEA.
- 6.3** The Bank Guarantee shall have the validity period of sixty days for claims beyond the contract period of 3 years.
- 6.4** It is expressly understood and agreed that the performance security is intended to secure performance of entire contract. It is also expressly understood and agreed that the performance security is not intended to cover all the damages detailed / stipulated in various clauses in the Contract document.
- 6.5** The performance security will be discharged by MEA and returned to the Operator within 6 months after the completion of claim period of sixty days.
- 6.6** Should the assignment period, for whatever reason be extended, the Operator, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to MEA before the expiry date of the Bank Guarantee originally furnished.

7 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal and adversely affect its future prospects.

8 Submission, Receipt, and Opening of Proposals

- 8.1** The proposal (Technical Proposal and Financial Proposal) shall contain no overwriting, except as necessary to correct errors made by the bidders themselves. The person who has signed the proposal must sign such corrections.
- 8.2** An authorized representative of the Bidder shall sign the proposal and also put his/her initials on all pages of the Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

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- 8.3** EMD shall be required to be deposited along with Proposal by the bidders.
- 8.4** The Proposals must be uploaded on CPP and should be received by MEA not later than the time and the date indicated.
- 8.5** MEA shall open the Technical Proposals after the deadline for their submission is over, in the presence of all such bidders, who may wish to be present.

9 Proposal Evaluation

9.1 Evaluation of Technical Proposals

- i)** After opening the Technical Proposals, the eligibility will be checked, as per the criteria laid down in para 17.
- ii)** Technical Proposal, which is accompanied by EMD and Tender Fees as specified, shall only be evaluated. The Technical proposals which are unsigned or incomplete may not be evaluated. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responses to the RFP, applying the evaluation criteria, and point system specified. Evaluations will be based on documentary evidence submitted by the bidder with respect to eligibility / evaluation /selection criteria. A Proposal may be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score.
- iii)** The proposal shall be summarily rejected if not accompanied with the specified EMD or Tender Fees or the bidder does not fulfill the eligibility criteria or the validity period of the proposal is less than prescribed days.
- iv)** In the process of examination, evaluation and comparison of proposal, MEA may at its discretion, ask bidder(s) for clarification of its proposal which the bidder will be obliged to furnish to MEA to enable a preliminary scrutiny of all proposals that are submitted.
- v)** After the preliminary scrutiny, MEA may decide to discontinue the evaluation of any proposal, which it considers unacceptable prima facie for any reason such as:
 - a) The proposal is not reasonable to the requirements of the RFP
 - b) The proposal contains deficiencies in relation to the RFP requirements

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- vi)** Bidders are advised to exercise adequate care in quoting the prices. No modification/correction in quotations will be entertained once the bids are submitted. Even before submission of the proposal, care should be taken to ensure that any corrections/overwriting in the proposal are initialed by the person signing the proposal form. In case of discrepancy between the amounts mentioned in figures and in words, the lesser amount of the two shall be considered. Also, in case of arithmetical errors, the committee will apply corrections and evaluate the bids on the basis of corrected figures.
- vii)** The bidders who qualify the eligibility criteria would be required to make a presentation of their credentials and proposal before a Committee of Officials constituted by Ministry of External Affairs on designated date and time in Conference Hall, 9th Floor, MEA, Akbar Bhawan, New Delhi.
- viii)** The positions proposed, their numbers, qualification, experience and shift roster of personnel to be deployed and the specifications, quantity and configurations of hardware and software proposed to be deployed by the Operator should come out clearly in the presentation and the proposal.
- ix)** The evaluation shall be done on the basis of the following criterion and Ministry shall have the right to consider or not the evidences submitted by the bidder as sufficient for the claiming the marks under the criteria. Only those technical proposals that score equal to or more than 70% will be considered qualified.

Sr. No	Parameters and corresponding score to be awarded	Maximum Marks
1.	Past Experience in providing below given Services to the organizations having legal existence. As on 01.01.2018, bidder having no relevant experience in last three years period, shall be awarded zero score irrespective of no. of years of experience he has.	40
1.1	Score for years of experience of the bidder in running a Helpline or Call Center handling a minimum 5000 calls a month- i) <= 1 years = 0 Marks ii) 1 and <=2 years = 2 Marks iii) >2 and <=4 years = 4 Marks iv) > 4 and <=6 years = 6 Marks v) > 6 and <= 8 years = 8 Marks vi) More than 8 years = 10 Marks	10

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1.2	Score for years of experience of the bidder in running a Processing Center for business operations of organization of repute for handling minimum 1 lakh online applications per year- i) ≤ 1 years = 0 Marks ii) 1 and ≤ 2 years = 2 Marks iii) > 2 and ≤ 4 years = 4 Marks iv) > 4 and ≤ 6 years = 6 Marks v) > 6 and ≤ 8 years = 8 Marks vi) More than 8 years = 10 Marks	10
1.3	Score for No. of projects handled – i) Number of similar nature projects handled $> 2 = 5$ marks ii) Number of similar nature projects handled $> 5 = 10$ marks iii) Number of similar nature projects handled $> 10 = 20$ marks	20
2.	Operations Management	20
2.1	Number of personnel proposed to be deployed (Operator proposing highest number of personnel at Helpline and CPC operations shall be allocated highest marks. Others shall be awarded as per the following formulae- Marks to be awarded = Number of personnel proposed by the bidder X 20 X (1/ Number of personnel proposed by the bidder who has proposed highest number of personnel)	20
3.	Profiles of Personnel	20
3.1	Proposed Positions, Qualification, Relevant Experience and experience in Emigration domain of the Personnel to be engaged for PBSK.	20
4.	Infrastructure setup and support	20
4.1	Configurations and quantity of Hardware and Software to be installed by the Bidder for PBSK operations (Helpline, PBSKCC and CPC) and specification for development, managing, updating and upgrading the PBSK website	20
	Total	100

9.2 Evaluation of Financial Proposals

- i) After the technical evaluation is completed, financial proposals of the eligible bidders shall be evaluated and the name of the bidders whose technical proposal is found responsive shall be read out. The Financial Proposal of the Bidders who meet the minimum qualifying marks will then be opened, and the total prices read aloud and recorded. Bidders' attendance at the opening of Financial Proposals is optional. Financial Proposals shall be opened in the presence of the Bidders' representatives who choose to attend.
- ii) Of the Commercial proposals opened, the lowest "Project-Cost" will be designated as "L1" and awarded a score of 100. For the other qualifying bidders, their Commercial Score will be calculated according to the formula:

$$\text{Commercial-Score} = 100 * (\text{Project Cost of "L1"}) / (\text{Project Cost of Bidder}).$$

The "Final-Score" of each qualifying bidder will be calculated as indicated below.

$\text{Final-Score} = 0.6 * (\text{Technical-Score}) + 0.4 * (\text{Commercial-Score})$

The bidder with the highest Final Score will be treated as the best value bidder. In case of a tie in Final Score, the bidder with the higher Technical Score will be considered as the best value bidder.

On the basis of combined weighted score for quality and cost the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc.,. The firm securing the highest combined marks will be considered for award of the contract.

- iii) **Taxes** : The Bidder shall quote the Bid Price and the taxes applicable in their proposal.

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- iv) The Financial Proposal shall include all commercial implications. The total amount including the tax amount shall be taken into account for deciding the L1. Bid price shall remain firm during the contract period except for the variation in tax amount on account of revision in the tax rates by Government of India.
- v) The Bidder is expected to examine all instructions, forms, terms, requirements and other information in this RFP document. Failure to furnish information required by the RFP or submission of a proposal not responsive to the RFP documents in any aspect would be at the Bidder's risk and may result in rejection of its proposal.

10 Fraud / Corruption

10.1 MEA requires that the Bidders participating in the selection process adhere to the highest ethical standards both during the selection process and throughout the execution of the Contract. In pursuance of this policy, MEA defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:

- i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution;
- ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;
- iii) "collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of MEA, designed to establish prices at artificial, or pre- decided levels;
- iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract.

10.2 MEA may reject a proposal for award if it comes to know that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question; and

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10.3 MEA may terminate the Contract, if already awarded and will declare the Bidder ineligible, either indefinitely or for a stipulated period of time, if it comes to the notice of the Ministry, at any time that the Bidder is, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract, or in executing, a Contract.

10.4 Bidders are expected to be aware of the provisions on fraud and corruption prescribed in the specific clauses in the Contract.

10.5 From the time, Proposals are opened and up to the time the Contract is awarded, no representative of the Bidders shall contact MEA on any matter related to its Technical and/or Financial Proposal. Any effort by a Bidder to influence MEA in the examination, evaluation, ranking of Proposals, canvassing in any form or recommendation for award of Contract, may result in the rejection of the Bidder's Proposal.

11 Timelines for bid Process

11.1 Date wise Schedule -

Sr. No.	Activity	Timeline
1	Issuance of Request For Proposal (RFP)	17 th July 2018
2	Last date of queries from bidders	1 st August 2018
3	Pre-Bid Meeting	1 st August 2018
4	Response from MEA on pre-bid queries	3 rd August 2018
5	Last date and time for submission of bids	17 th August 2018
6	Technical Proposal opening	20 th August 2018
7	Presentation by the bidders	21 st August 2018
8	Commercial Proposal opening	27 th August 2018
9	Issue of Lol to Selected Bidder	7 th September 2018
10	Contract Signing	14 th September 2018
11	Commencement of PBSK Operations	24 th September 2018

11.2 MEA reserves the right to change any date/time mentioned in the schedule above under, intimation to all concerned.

12 Pre-Bid Meeting

The authorized representatives (maximum of two) of prospective bidders will be invited to attend the Pre-bid meeting at their own cost, which would take place at 11 am on 27th July 2018 at the following venue-

Conference Room, 9th Floor, Ministry of External Affairs, Akbar Bhawan, Chanakyapuri, New Delhi-110021

Request attending the meeting the details of persons and organizations may be emailed to usoe3@mea.gov.in. The purpose of the meeting would be to clarify queries on any matter related to the RFP and the Project.

13 Proposal Preparation Cost

The bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings, presentation, preparation of proposal and in providing additional information required by MEA. This RFP does not commit the MEA to award a contract or to engage in negotiations.

- i) MEA may terminate the RFP process at any time and without assigning any reason. It makes no commitment, express or implied, that this process will result in a business transaction with anyone.
- ii) This RFP does not constitute an offer by the OED, MEA. The bidder's participation in this process may result in OED, MEA selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by MEA to execute a contract or to continue negotiations. The MEA may terminate negotiations at any time without assigning any reason.

14 Late Bids

Any proposal received after the prescribed deadline for submission of proposal shall not be accepted.

15 Disqualification Criteria

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MEA may at its sole discretion, disqualify any bidder, if the bidder has:

- i) Made misleading or false representation in the forms of statements and attachments submitted.
- ii) Submitted a proposal that is not accompanied by required documents.
- iii) Submitted a proposal without the Earnest Money Deposit or Tender Fees.
- iv) Failed to provide clarifications as needed by MEA.
- v) Been Blacklisted on account of breach of performance/violation of any past contract with MEA or any Government/ PSU Organization (as and when come to the notice of the Ministry.
- vi) Submitted more than one proposal or submitted a proposal with price adjustments/variations.
- vii) Any other reason to be stated in writing

16 Eligibility Criteria

Sr. No.	Criteria	Supporting Document
1.	The bidder should be a company registered under the Companies Act 1956 for last 5 years.	<ol style="list-style-type: none">a) Registration Certificate under Companies Act 1956 and Goods and Services Tax (GST) Registration Certificate.b) Copy of AoA and MoA Note – MoA should have 'Providing Business processes based services and Helpline services as one of the main objectives
2.	Experience of having executed at least 2 Projects for Operating Business Processes Center and Call Centre for a	Copy of work order and contract signed with the clients and a certificate from client for having successfully run the

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	client of repute (at least 1 project of each type) in India providing services of the value of Rs. 5 crore each and above for a period of two (or more) consecutive years.	operations for Business Processing Center and/or call center
3.	The responding Company should have on its own rolls at least 200 personnel.	Appropriate evidence to support the claim.
4.	Annual turnover of the company in each of the last year three years FY 2016-17, 2015-16, 2014-15 should be at least 25 crores.	Copy of the audited statements of Profit and Loss Account and Balance Sheet for the last three financial years.
5.	The responding Company should have made net profit of in the each of last three (3) financial Years 2016-17, 2015-16, 2014-15.	Copy of the audited or provisional statements of profit and loss account/ balance sheet/ annual report of the last three financial years.

17 Conditions for Bid

- i) At any time prior to the deadline for submission of proposals, MEA may modify, for any reason deemed necessary, the RFP by amendment notified in writing or email to all the bidders who have received this RFP and such amendment shall be binding on them.
- ii) No proposal can be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period as specified in this RFP. Once the bid documents are submitted, modifications and substitutions in the bid documents shall not be allowed.
- iii) The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated time will become the property of the MEA and will not be returned.
- iv) The currency of the proposal offer shall be in Indian Rupees.
- v) The proposals shall be valid for a period of 180 days from the date of opening of the proposals. A proposal stating that validity is for a shorter period may be rejected as non-responsive.

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- vi) MEA may, at its discretion, solicit the bidder's consent for an extension of the validity period. The request and responses shall be made in writing.
- vii) MEA reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time prior to award of contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for MEA's action.

18 Notification of Award

After the conclusion of the evaluation of technical and financial proposal, MEA will notify the successful bidder in writing about the acceptance of their proposal through Letter of Intent. Upon the successful bidder's furnishing of performance bank guarantee, contract signing process will take place. In case the successful bidder is unable to furnish the performance bank guarantee within the time limit provided. MEA may invite the bidder who is second in order of total score.

19 Signing of Contract

Once the MEA notifies the successful bidder that its proposal has been accepted, MEA shall enter into a contract with the successful bidder, after the receipt the Bank Guarantee. Copy of the agreement to be signed is at FORMAT 8.

20 Governing Laws/Jurisdiction Arbitration

- i) In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration according to ICADR Arbitration Rules 1996. The seat of such arbitration shall be at New Delhi. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award ("the Award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation of this case shall be borne by the party itself.
- ii) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.
- iii) Jurisdiction of Courts in Delhi shall apply.

21 Payments under the Agreement

All payments due under the Agreements contract shall be paid to the Operator on quarterly basis and shall be subjected to the deduction on account of non-adherence to the desired performance as specified in section 1.5 of the RFP.

22 Personnel and electronic devices deployed by the Operator for PBSK

Personnel engaged in the PBSK operations (Helpline, PBSKCC and CPC) must be on the regular roll of the Operator. Operator shall be responsible for their conduct. Operator's personnel cannot share any information or data belonging to Ministry and accessible to them, to any such person or entity not authorized by the Ministry. Operator must sensitize its personnel that the Ministry's data contain stakeholders' personal and business related information and therefore must not be shared with any unauthorized person under any circumstances. Operator shall take full responsibility of any breach of data confidentiality by its personnel. Operator may be penalized by the Ministry for any such data breach and the penalty amount shall be as decided by the Ministry shall be deductible from the net quarterly amount payable to the Operator in lieu services received by the Ministry under the contract. Operator shall regularly monitor the conduct of its personnel and provide a monthly report to the Ministry whether any suspicious activity by its any of the personnel is observed or not during the month. Operator's personnel shall not be allowed to access, download copy or carry Ministry's data which is not in public domain through/ on any electronic device (Computers. Laptop, mobile phone, tablets, pen drive, CD, DVD or any other device) not identified for PBSK (Helpline, CPC or PBSKCC) operations. The devices deployed for PBSK operations such as computers, laptops etc. must be accessible to the operator's personnel only from a place authorized by the Ministry for running the PBSK operations and shall contain no data other than PBSK data. Access through USB, Pen drive or DVD, CD should be disabled on these devices and these devices should not be configured/ permitted to connect to private network of any organization other than Ministry's own networks. All these devices should have updated antivirus software all the times and installed with software which are licensed/ or permitted by the Ministry for use.

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23 List of districts with probability of opening of new PBSKCCs based on highest emigration clearances

The list of districts with highest emigration clearances is given below for reference. OED shall indicate on need basis the number and the exact location where PBSKCCs are to be setup. Number of emigration clearances mentioned here are only for the reference. The actual numbers of emigrants walking in PBSKCCs are expected to be much lower and Bidders are expected to quote their cost by provisioning one person and other requirements as indicated in the RFP for each of the PBSKCC. Bidder shall be paid on actual for the number of PBSKCCs set up from the date they are setup.

Sr. No.	Name of District	State	Approx. No. of Emigration Clearance taken in year 2016 from the district
1	MURSHIDABAD	WEST BENGAL	19000
2	SIWAN	BIHAR	16000
3	LUCKNOW	UTTAR PRADESH	15000
4	GOPALGANJ	BIHAR	15000
5	KUSHINAGAR	UTTAR PRADESH	12000
6	DEORIA	UTTAR PRADESH	11000
7	YSR DISTRICT	ANDHRA PRADESH	8000
8	NADIA	WEST BENGAL	8000
9	KOLKATA	WEST BENGAL	8000
10	GORAKHPUR	UTTAR PRADESH	8000
11	PATNA	BIHAR	8000
12	NIZAMABAD	TELANGANA	7000
13	AZAMGARH	UTTAR PRADESH	7000
14	SIKAR	RAJASTHAN	7000
15	JALANDHAR	PUNJAB	7000
16	KARIMNAGAR	TELANGANA	6000
17	MAHARAJGANJ	UTTAR PRADESH	6000
18	BIJNOR	UTTAR PRADESH	6000
19	CHURU	RAJASTHAN	5000
20	JHUNJHUNU	RAJASTHAN	5000
21	JAIPUR	RAJASTHAN	5000
22	WEST CHAMPARAN	BIHAR	4000
23	SOUTH 24	WEST BENGAL	4000

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24	MAU	UTTAR PRADESH	4000
25	WEST GODAVARI	ANDHRA PRADESH	4000
26	NORTH 24	WEST BENGAL	4000
27	HYDERABAD	TELANGANA	4000
28	NAGAUR	RAJASTHAN	4000
29	HOSHIARPUR	PUNJAB	4000
30	MUMBAI CITY	MAHARASHTRA	4000
31	GANJAM	ORISSA	4000
32	MUZAFFARNAGAR	UTTAR PRADESH	4000
33	VISHAKHAPATNAM	ANDHRA PRADESH	3900
34	MADURAI	TAMIL NADU	3800
35	THANJAVUR	TAMIL NADU	3600
36	GURDASPUR	PUNJAB	3400
37	ADILABAD	TELANGANA	3400
38	GHAZIPUR	UTTAR PRADESH	3400
39	BARABANKI	UTTAR PRADESH	3300
40	AMRITSAR	PUNJAB	3300
41	MALAPPURAM	KERALA	3300
42	MADHUBANI	BIHAR	3200
43	BAREILLY	UTTAR PRADESH	3200
44	CUDDALORE	TAMIL NADU	3200
45	EAST CHAMPARAN	BIHAR	3100
46	KHORDHA	ORISSA	3100
47	VILUPPURAM	TAMIL NADU	3100
48	RAMANATHAPURAM	TAMIL NADU	3000
49	THIRUVANANTHAPU	KERALA	3000
50	THRISSUR	KERALA	2900
51	Delhi (all districts)	Delhi	1783

24 Language wise ratio of the calls received at PBSK in the month of November 2017

Sr. No	Languages	Ratio
1	Hindi	55
2	Punjabi	22

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3	Malayalam	12
4	Tamil	6
5	Marathi	5
6	Telugu	5
7	Bengali	4
8	English	2
9	Gujarati	2
10	Kannada	1
11	Odia	1

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FORMAT: 1

LETTER OF INTENT FOR BIDDING FOR SETTING UP AND RUNNING PBSK

(On Bidder's Letter-head)

[Location, Date]

To: JS & PGE, Ministry of External Affairs. Akbar Bhawan, Chanakyapuri, New Delhi - 110021]

Dear Sir

I/ We, the undersigned, offer to bid for setting up and running Pravasi Bhartiya Sahayata Kendra (PBSK) in accordance with your Request for Proposal dated [Insert Date] and requisite EMD of Rs. 15 lakh. We are hereby submitting our Proposal, which includes Technical Proposal, and the Financial Proposal, both.

We undertake the total responsibility for performance of the Contract, if awarded to us.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification and other penal action as deemed fit by MEA.

Our proposal is binding upon us and subject to the modifications agreed by us during Contract negotiations.

We understand that MEA is not bound to accept any Proposal it receives.

Yours faithfully.

*Authorized Signatory [In full and Designation]: Name and Title of Signatory:

Name and Address of the Bidding Company:

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FORMAT: -2

BIDDERS EXPERIENCE IN THE RELEVANT FIELD AS PER THE REQUIREMENTS OF RFP

Using the format below, provide information on each Assignment/job for which your organization had legally Contracted as a corporate entity or as one of the major partners within a consortium, for carrying out Assignment/Project similar to the one requested under this RFP

Name of the Bidder:

1.	Name of the Assignment /Project:	
1.1	Description of the Assignment/ Project and the services provided by the bidder:	
1.2	Approx. value of the contract (in Rupees):	
1.3	Duration of Assignment/Project (month):	
1.4	Name of Client:	
1.5	Address of the client:	
1.6	Duration of the Assignment/Project:	
1.7	Start Date (month/year):	
1.8	Completion date (month/year):	

Note: Please provide documentary evidence i.e. copy of 'Work Order, copy of the Contract and letter from the client about having successfully run the operation for the duration of the engagement' for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the Proposal.

FORMAT: 3

DESCRIPTION OF APPROACH, METHODOLOGY AND STAFFING DETAILS FOR PERFORMING THE ASSIGNMENT

You are suggested to present your Technical Proposal into the following three sections:

- a) Approach and Methodology for setting up the IT, Non IT and Telecom Infrastructure ,
- b) Bill of Material of the hardware and software (IT and Non IT and Telecom), fixtures.
- c) Staffing

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FORMAT: 4

i) TEAM COMPOSITION AND TASK ASSIGNMENT FOR ALL THE PERSONNEL PROPOSED TO BE DEPLOYED BY THE BIDDER

Sr. No.	Position Proposed	Responsibility	Proposed Qualification	Experience (in years)	Experience in Emigration domain

ii) Minimum Nos. of personnel proposed for Peak hours operations –

Sr. No.	Name of the Services	Minimum capacity (number of personnel) proposed
1	Helpline	
2	CPC	

iii) Bill of Material the hardware and software (IT and Non IT and Telecom), fixtures

Sr. No.	Name of the items	To be deployed at Helpline/ CPC/ PBSKCC

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FORMAT: 5

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES BEING CARRIED OUT BY THE BIDDER

Are there any activities carried out by your Organization or Group Company or any member of the consortium which are of conflicting nature? If yes, please furnish details of any such activities hereunder.

OR

If no, please certify as under:

We hereby declare that our firm, our associate / group firm are not involved in any such activity which can be termed as the conflicting to the scope of services provided in the RFP. We also acknowledge that in case of misrepresentation of the information, our proposals / Contract shall be rejected / terminated by MEA without any prior notice and the decision in this regard shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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FORMAT 6

Commercial Bid Format

Name and Address of the Bidder:

Sr. No.	Item/ Service to be provided	Amount (Rs.)	Tax Amount (Rs.)
1	Cost for operating Helpline for a period of 3 years for upto 25000 calls per month and 20% of surge		
2	Monthly Cost for operating Helpline (after completing the initial 25000 calls per month and 20% of surge) for each of the additional 5000 calls. (The cost of this component for 36 months shall be used for deciding the L1 at the rate quoted by the Bidder however payment shall be made for those nos. of additional calls which are utilized, in block of 5000)		
3	Cost for operating Helpline (after completing the initial 25000 calls per month and 20% of surge) for each of the additional 5000 calls for 36 months as mentioned in para 2 above		
4	Cost for Providing Telecom links for running Toll free and Chargeable No. and internet connectivity (Bidder can use the existing 2 PRIs lines procured by the OED at Akbar Bhawan, if desire so. However Operator shall require to make the payment to Network providers for these links and then claim reimbursement)		
5	Cost of CPC operations (upto processing of 2 lakh application per year) for three years.		
6	Rate/ Application processing additional applications beyond first 2 lakh applications in a year however payment shall be made for those nos. of additional applications which are processed in addition to the cost quoted by the bidder for initial 2 lakh applications)		
7	Cost for processing of additional 3 lakh applications as required in point 6 above		
8	Cost for eMigrate SLA monitoring for three years.		
9	Cost of infrastructure (IT, Non IT and Telecom including work stations) to be deployed by the bidder, development of PBSK website, its maintenance, updation & upgradation for three years.		

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10	Cost of operating one PBSKCC for a period of three year (cost of 51 PBSKCCs shall be considered for deciding L1 however bidder shall be paid only for those PBSKCCs which are commissioned and for the duration for which they are operational) with one personnel and computer, printer, scanner and photocopier, internet connectivity, consumables, sign board and other requirements as mentioned in RFP		
11	Monthly cost of additional personnel for deputing at any of the PBSKCCs, if required by the OED. (cost of 51 additional personnel for 36 months shall be used for deciding L1 however bidder shall be paid for additional personnel on actual)		
12	Monthly cost of additional personnel for deputing at Helpline/ CPC, if required by the OED for any activity whether mentioned in scope of the services or not (cost of 10 additional personnel for 36 months shall be used for deciding L1 however bidder shall be paid for additional personnel on actual)		
13	Cost of deploying additional workstation at PBSKCC or Helpline/CPC for additional personnel, if needed by Ministry.		

Notes-

- i) The Telecom links procured and installed by Operator shall be required to operate the existing Helpline Numbers i.e 1800 11 3090, +911126885021 and +911149556800
- ii) Two PRI links one from MTNL and one from Airtel is already procured at Akbar Bhawan by the Ministry, Bidders may opt to choose to utilize the same links and get the reimbursement of the monthly rental and call charges of the same. However in this case, the selected operator has to take care of the maintenance of the links in coordination with the link provider.

FORMAT 7

Performance Bank Guarantee (PBG)

Ministry of External Affairs

[Date]

The Joint Secretary & Protector General of Emigrants,

Ministry of External Affairs (MEA)

Government of India

Akbar Bhawan, Chanakyapuri

New Delhi

Dear Sir,

PERFORMANCE BANK GUARANTEE SETTING UP AND RUNNING OF THE PRAVASI BHARTIYA SAHAYATA KENDRA (PBSK)

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a contract dated (Herein after, referred to as "Contract") with you (Ministry of External Affairs - MEA) for SETTING UP AND RUNNING OF THE PRAVASI BHARTIYA SAHAYATA KENDRA (PBSK).

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR (In words and figures), being equivalent to 10% of the total contract value as quoted in the commercial proposal submitted by our constituent and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him in a manner acceptable to you, we hereby agree to pay you forthwith on demand such sum(s) not exceeding the sum of INR (in words and figures) without any protest or demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach (es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said

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contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good for a period of 6 months after the expiry of our constituent's contract with you, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract becoming effective until the completion of the period of 6 months after the expiry of the said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without any protest or demur.

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against MEA; and
- (ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the contract and any resentment, demand, protest or any notice of any kind.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the aforesaid amount during the period from and including the date of issue of this guarantee through the period mentioned above.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR (in words and figures) and shall continue to exist, subject to the terms and

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conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR (In words and figure);

This Performance Bank Guarantee shall be valid only up to the completion of six months after the expiry of our constituent's contract with you, subject to the terms and conditions in the said Contract, for the Total Solution; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date) that is six months after the completion of the period of the said contract for the proposed SETTING UP OVERSEAS WORKERS' RESOURCE CENTRE (PBSK)" Project for MEA.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day of ...<month>... <year>.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Ministry of External Affairs

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

FORMAT 8

DRAFT FOR THE AGREEMENT TO BE SIGNED BY THE MEA WITH THE OPERATOR

1. General conditions of AGREEMENT
2. Fraud and Corruption
3. Conflict of Interests:
4. Force Majeure
5. Suspension:
6. Termination
7. Operators Personnel
8. Payments to the Operator
9. Fairness and Good Faith
10. Settlement of Disputes
11. Liquidated Damages
12. Performance security
13. Confidentiality
14. Agreement Price
15. Transfer of Agreement
16. Validity of the Agreement
17. Entire Agreement:
18. Modifications or Variations:
19. Jurisdiction
20. Miscellaneous provisions:
21. Integral part of the Agreement
22. APPENDIX (TO BE INSERTED AFTER THE SELECTION OF THE OPERATOR)
 - A – SCOPE OF SERVICES AS PER RFP
 - B – DETAILS OF PERSONNEL PROPOSED BY OPERATOR
 - C – ITEM WISE COST TO BE PAID TO OPEARTOR ALONG WITH SCHEDULE

AGREEMENT

Ministry of External Affairs

THE AGREEMENT SIGNED ON -----AT ----- BETWEEN

The Ministry of External Affairs, Akbar Bhawan, Chanakyapuri, New Delhi (herein after called the "MEA" which shall unless repugnant to the context or meaning thereof include its administrators, successors or assigns) of one part

and

The ----- (hereinafter called the "Operator" which unless repugnant to the context or meaning thereof shall include its administrators, successors or assigns) of the second party

Whereas the Operator pursuant to said RFP had participated in the bid process and was awarded the work vide letter of Intent No. ----- dated --- issued by the competent authority of MEA

Whereas the Operator vide -----has deposited performance Bank guarantee number ... dated..

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. General conditions of AGREEMENT

1.1 Definitions unless the context otherwise requires, the following terms whenever used in this AGREEMENT have the following meanings:

- i. "Applicable Law" means the laws and any other instruments in force in India.
- ii. "Client" means the MEA with which the selected Operator signs the AGREEMENT for the services.
- iii. "Monitoring. Committee" (MC) means a Committee constituted to monitor the progress of the assignment.
- iv. "AGREEMENT" means this AGREEMENT signed by the Parties.

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- v. "Day" means calendar day.
- vi. "Effective Date" means the date on which this AGREEMENT comes into force.
- vii. "Government" means the Government of India
- viii. "Indian Currency" means Indian Rupees (INR).
- ix. "In writing" means communicated in written form by registered post or email with proof of receipt.
- x. "Local Currency" means Indian Rupees (INR).
- xi. "LOI" means the Letter of Intent issued by MEA conveying its acceptance of the proposal of the successful bidder.
- xii. "Party" means MEA or the Operator, as the case may be, and "Parties" means both of them.
- xiii. "Personnel" means professionals and staff provided by the Operator to perform the services
- xiv. "Proposal" includes both the Technical Proposal and the Financial Proposal.
- xv. "RFP" means the Request for Proposal prepared by MEA for the selection of Operator.
- xvi. "Services" means the work to be performed by the Operator pursuant to the AGREEMENT.
- xvii. "Third Party" means any person or entity other than MEA, and the Operator.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between MEA and the Operator. The Operator, subject to this AGREEMENT, has complete charge of Personnel and shall be fully responsible for the Services performed by them on his behalf. The Operator will be exclusively liable to pay salary and other dues etc. to his employees.

1.3 Law Governing AGREEMENT: This AGREEMENT, its meaning and interpretation and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this AGREEMENT

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1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this AGREEMENT shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered against acknowledgement to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post/courier to the addresses specified below.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified below.

1.6 Location: The Services shall be performed at such locations as indicated in the RFP and, where the location of a particular task is not so specified, at such locations, as the MEA may notify in writing.

1.7 Authorized Representatives: Any action required or permitted to be taken and any document required or permitted to be executed under this AGREEMENT or any amendment thereof by MEA or the Operator may be taken or executed by the officials specified below.

1.8 Taxes and Duties: The Operator shall be liable to pay all direct and indirect taxes, duties, fees and other impositions levied under the laws of India as applicable.

1.9 Effective date and period of agreement

That the Operator shall set up the required infrastructure for PBSK and start operations on ____. The three year period of this AGREEMENT shall start from this date. If the Operator does not start operations from such date MEA may at its discretion declare the AGREEMENT to be null and void and in the event of such a declaration, MEA shall have claim for damage against the Operator and shall may forfeit the Bank Guarantee and Earnest Money Deposit.

1.10 Operator has the responsibility to ensure that the PBSK operations are conducted as per the

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contract for the whole duration of the contract.

1.11 Obligations of Operator - The operator shall be solely responsible for the following

1.11.1 Procure, Setup, Operate and Maintain the PBSK (Helpline, CPC and PBSKCC infrastructure) at the place identified by the MEA. On direction of the MEA, the Operator shall also be responsible for shifting of setup of PBSK (Helpline or CPC or PBSKCCs) at the cost of Operator along with all infrastructure setup by Operator (IT, Non IT, Telecom and Network links). Throughout the tenure of the AGREEMENT.

1.11.2 That 24 X 7 Helpline is accessible from all landline/mobile telephone lines without any discontinuation .

1.11.3 That PBSK (Helpline, CPC and PBSKCCs) are equipped to handle the scope of the services as identified in RFP.

1.11.4 That the calls are received through toll-free numbers and chargeable numbers with 100% call recording facility with backup maintained for a period as desired by the Ministry

1.11.5 That PBSK website is developed and maintained as per the requirement given in RFP.

1.11.6 That monthly training is provided to staff of the PBSK every month and also as and when required for updating them on various rules, processes and other related issues for effective functioning. Training manuals and training plans to be submitted to the Ministry on monthly basis.

1.11.7 Operator shall prepare shift Rosters, Operation Manuals, Standard Operating Procedures and seek approval of Ministry and update such documents/ manuals time to time as per the instructions received from the Ministry.

1.11.8 Operator is not allowed to display or advertise his name, brand, logo while carrying out activities required under this agreement.

1.11.9 Standard of Performance: The Operator shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe acceptable management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Operator shall always act, in respect of any matter relating to this AGREEMENT or to the Services, as faithful adviser to MEA, and shall at all times support and safeguard MEA's legitimate interests in any dealings with Sub-Operators or Third

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Parties.

1.11.10 The operator shall undertake the all such activities as mentioned in the RFP and those arising out of these activities as a natural consequence

1.12 Obligations of MEA- MEA shall be responsible for the following:

1.12.1 That payments to the Operator are paid as per the terms and conditions of this AGREEMENT

1.12.2 That all necessary information required to PBSK is provided and necessary facilitation is provided to operator to enable effective operations of the PBSK

2. Fraud and Corruption

a) MEA may terminate the AGREEMENT if it comes to know at any point of time that operator or his representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the AGREEMENT, without the Operator having taken timely and appropriate action satisfactory to MEA to remedy the situation after receipt of Notice.

(b) MEA after issue of Show Cause Notice to Operator may also impose sanction against the Operator, declaring the Operator ineligible, either indefinitely or for a stipulated period of time to be awarded a AGREEMENT, if it at any point of time it comes to know that the Operator has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing any MEA-financed AGREEMENT.

3. Conflict of Interests

The Operator shall hold MEA's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this AGREEMENT, a conflict of interest arises for any reasons including the one mentioned in the RFP, the Operator shall promptly disclose the same to MEA and seek its instructions for compliance.

3.1 Operator not to benefit from Commissions, Discounts etc.:

(a) The Operator shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this AGREEMENT or in the discharge of its obligations hereunder, and the Operator shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment on

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account of commission or discount, etc.

(b) Furthermore, if the Operator, as part of the Services, has the responsibility of advising MEA on the procurement of goods, works or services, the Operator shall comply with the MEA's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of MEA. Any discounts or commissions obtained by the Operator in the exercise of such procurement responsibility shall be for the benefit and account of MEA.

- 3.2 Operator and Affiliates Not to Engage in Certain Activities: The Operator agrees that, during the term of this AGREEMENT and after its termination, the Operator and any entity affiliated with the Operator, shall be disqualified from providing goods, works or services resulting from or directly related to the Operator's Services under this RFP.
- 3.3 Prohibition of Conflicting Activities: The Operator shall not engage, and shall ensure that their Personnel not to engage, either directly or indirectly in any business or professional activities that would conflict with the activities assigned to them under this AGREEMENT.
- 3.4 Confidentiality: Except with the prior written consent of MEA, the Operator and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Operator and its Personnel make public the recommendations formulated in the course of, award of AGREEMENT and its execution.
- 3.5 Insurance to be taken out by the Operator: The Operator shall take out and maintain at its cost insurance against the risks and for the coverage's for its personnel, hardware, equipment and software deployed by him and submit the supporting documents such as copy of insurance policy to MEA.
- 3.6 Accounting: The Operator (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accounting principles and in such form and detail and will clearly identify all relevant charges and costs, and (ii) if so required by MEA, shall undertake to provide such information as MEA may reasonably determine as necessary in relation to the services.
- 3.7 Operator's actions requiring MEA's prior approval: The Operator shall obtain MEA's prior approval in writing before replacing any personnel those indicated in the proposal with suitable replacement.

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3.8 Reporting Obligations: The Operator shall submit to MEA the reports and documents, in the form, in the numbers and within the time periods as may be desired by the MEA.

3.9 Documents Prepared by the Operator to be the Property of MEA: All reports, documents, Infrastructure (IT, Non IT, Telecom along with the licenses) setup or procured by the Operator for MEA under this AGREEMENT shall become and remain the property of MEA, and the Operator shall upon termination or expiration of this AGREEMENT deliver all them to MEA, together with a detailed inventory thereof. If license agreements are necessary or appropriate between the Operator and third Parties for purposes of deployment or development of any such computer programs, the Operator shall obtain all such license at its own cost in the name of MEA and handover to MEA at the time of exit, operator shall ensure that all such license remain valid along with the warrantees and insurance during the operation and any extension giver to the operator.

4. Force Majeure

4.1 Definition

(a) For the .purposes of this AGREEMENT, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Operators.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or its agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the AGREEMENT, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this AGREEMENT.

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4.2 No Breach of AGREEMENT:

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this AGREEMENT in so far as such inability arises from an event of Force Measures, provided that the Party affected by such an event has taken all possible precautions due care and all measures, with the objective of carrying out the terms and conditions of this AGREEMENT.

4.3 Measures to be taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the AGREEMENT as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any case not later than fourteen (14) days following the occurrence of such event, providing sufficient and satisfactory evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this AGREEMENT, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Operator, upon instructions by MEA, shall either: (i) Demobilize or (ii) continue with the Services to the extent possible, in which case the MEA on being satisfied shall continue to pay proportionately to the Operator and on prorated basis, under the terms of this AGREEMENT.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 10 hereunder.

5. Suspension

MEA may, by written notice of suspension to the Operator, suspend all payments to the Operator hereunder if the Operator fails to perform any of its obligations under this

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AGREEMENT including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall allow the Operator to remedy such failure, if capable of being remedied, within a period not exceeding 15 days after receipt by the Operator of such notice of suspension.

6. Termination

6.1 By MEA: MEA may terminate this AGREEMENT in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

- (a) If the Operator fails to remedy a failure in the performance of its obligations here under, as specified in a notice of issued by MEA, within 15 days of receipt of such notice or with in such further period as MEA may have subsequently approved in writing.
- (b) If the Operator becomes insolvent or goes into compulsory liquidation.
- (c) If the Operator, in the judgment of MEA, has engaged in corrupt or fraudulent practices in competing for or in executing this AGREEMENT.
- (d) If the Operator submits to MEA a false statement which has a material effect on the rights, obligations or interests of MEA.
- (e) If the Operator places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to MEA.
- (f) If the Operator fails to provide the quality services as envisaged under this AGREEMENT, MEA may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The MEA may decide to give one chance to the Operator to improve the quality of the services, before terminating the contract.
- (g) If, as the result of Force Majeure, the Operator is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (h) If MEA, in its sole discretion and for any reason whatsoever, decides to terminate this AGREEMENT.

In such an occurrence MEA shall give a not less than thirty (30) days ' written advance notice before terminating the AGREEMENT of Operators , and sixty (60) days in case of the event

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referred to in (g) and 90 days in case it does not pay the Award amount as per Award against it passed by arbitration.

On such termination as in clause (6.1) above, the performance guarantee of the operator shall be forfeited.

6.2 By the Operator: The Operator may terminate this AGREEMENT, by not less than thirty (30) days written notice to MEA, in case of the occurrence of any of the events specified in paragraphs (a) and (d) herein under

(a) If MEA fails to pay any money due to the Operator pursuant to this AGREEMENT and not subject to dispute pursuant to Clause 10 hereof within forty-five (45) days after receiving written notice from the Operator that such payment is overdue.

(b) If, as the result of Force Majeure, the Operator is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If MEA fails to comply with any final decision reached as a result of Arbitration pursuant to Clause 10 hereof.

(d) If MEA is in material breach of its obligations pursuant to this AGREEMENT and has not remedied the same within forty-five (45) days (or such longer period as the Operator may have subsequently approved in writing) following the receipt by MEA of the Operator's notice specifying such breach.

(iii) Cessation of Rights and Obligations: Upon termination of this AGREEMENT or upon expiration of this AGREEMENT, all rights and obligations of the Parties hereunder shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in Clause 3.4 hereof (c) the Operator's obligation to pay Damages or Liquidated Damages permit inspection, copying and auditing of their accounts and records and (d) Any right which a Party may have under the Law.

6.4 Cessation of Services: Upon termination of this AGREEMENT by notice of either Party to the other the Operator shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close and vacate the premises of MEA, if any, in a prompt and orderly and prescribed manner.

6.5 Payment upon Termination: Upon termination of this AGREEMENT pursuant to causes 6.1 or

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6.2 hereof, MEA shall make the following payments to the Operator:-

- (a) If the AGREEMENT is terminated pursuant to Clause 6.1 (a) to (f), the Operator shall not be entitled to receive any agreed payments upon termination of the AGREEMENT. However, MEA may consider making payment, if it may desire so.
- (b) for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to MEA. Under such circumstances, upon termination, MEA may also impose liquidated damages. The Operator will be required to pay any such liquidated damages and compensation as permissible under AGREEMENT Act to MEA within Thirty (30) days of termination date.
- (c) In the event of termination under 6.1 (g & h), the payment schedule as specified in this AGREEMENT shall not apply and the costs of work delivered by Operator and the cost of demobilization of Operator teams will be mutually decided and paid by MEA to Operator.

6.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 6.1 or in Clause 6.2 hereof has occurred, such Party may, if it chosen within forty five (45) days after receipt of notice of termination from the other Party may seek settlement under Clause 10 hereof.

7. Operator's Personnel

7.1 General: The Operator shall employ and provide at its own cost such qualified and experienced Personnel as are required to carry out the Services committed in the proposal.

7.2 Removal and/or Replacement of Personnel:

- (a) Except as MEA may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Operator, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Operator shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If MEA (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Operator, at MEA's written request, shall specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience equivalent and before qualification.

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- 7.3 Full Time Resident Project Manager and Team Leaders: The Operator shall ensure that at all times during the Operator's performance of the Services, a full time resident Project Manager, preferably with knowledge of Emigration System of India and acceptable to MEA, shall take charge of the performance of such Services at the Project to coordinate the activities with the Ministry. In addition to the Project Manager, operator shall also need to deploy two full time team leaders, one each for managing Helpline and CPC operations.
- 7.4 Personnel engaged in the PBSK operations (Helpline, PBSKCC and CPC) must be on the regular roll of the Operator. Operator shall be responsible for their conduct. Operator's personnel cannot share any information or data belonging to Ministry and accessible to them, to any such person or entity not authorized by the Ministry. Operator must sensitize its personnel that the Ministry's data contain stakeholders' personal and business related information and therefore must not be shared with any unauthorized person under any circumstances. Operator shall take full responsibility of any breach of data confidentiality by its personnel. Operator may be penalized by the Ministry for any such data breach and the penalty amount shall be as decided by the Ministry shall be deductible from the net quarterly amount payable to the Operator in lieu services received by the Ministry under the contract. Operator shall regularly monitor the conduct of its personnel and provide a monthly report to the Ministry whether any suspicious activity by its any of the personnel is observed or not during the month. Operator's personnel shall not be allowed to access, download copy or carry Ministry's data which is not in public domain through/ on any electronic device (Computers. Laptop, mobile phone, tablets, pen drive, CD, DVD or any other device) not identified for PBSK (Helpline, CPC or PBSKCC) operations. The devices deployed for PBSK operations such as computers, laptops etc. must be accessible to the Operator's personnel only from a place authorized by the Ministry for running the PBSK operations and shall contain no data other than PBSK data. Access through USB, Pen drive or DVD, CD should be disabled on these devices and these devices should not be configured/ permitted to connect to private network of any organization other than Ministry's own networks. All these devices should have updated antivirus software all the times and installed with software which are licensed/ or permitted by the Ministry for use.

8. Payments to the Operator

8.1 Total Cost of the Services:

- (a) The cost for the Services payable as per the Operator's proposal to MEA is ---- including taxes for three years.
- (b) Clause for penalty: In case of non-satisfactory performance or violation of any clause of the contract during the PBSK operations, penalty may be imposed on the operator in any quarter for an amount up to 10% of the quarterly cost payable to the Operator for any of the reasons

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for that particular service-

- i) Proposed numbers of personnel are not deputed by the Operator on any instance.
 - ii) More than 25% of total applications processed by CPC takes more than 5 working days
 - iii) More than 10% of total emigrants visited at PBSKCC are not served on the same day
- (c) If any of activities given in the scope is not taken up by the Operator if directed by MEA, no payment shall be made to the Operator for that activity.
- (d) If additional work is required from the beyond the scope of the Services. Additional payment shall also be made to the operator as per the rate quoted by the Operator in the bid for the manpower engaged by the MEA.

8.2 Currency of Payment: All payments shall be made in Indian Rupees.

8.3 Terms of Payment:

- (a) The payments in respect of the Services shall be on quarterly basis subject to the deduction on account of non-satisfactory performance as mentioned in 8.1 (b) . The first payment shall be made after the deployment of hardware, software, workstations, workspace, furniture, fixtures, personnel and PBSK portal, submission of Operation Manual, scheduled Training Plans by the Operator. The Operator shall submit the invoice quarterly for payment.
- (b) If the Operator fails to maintain the prescribed resources (IT or non IT Infrastructure, Telecom, human) or acceptable level of services required or fails at any time to fulfill its obligation, MEA may, on request of Operator agree to impose such penalty on Operator as Ministry may deem appropriate in lieu of termination of the AGREEMENT. Before any penalty is imposed or termination, a show cause notice clearly mentioning the grounds and quantum of penalty shall be issued to the Operator and he shall be given an opportunity of being heard. The penalty, if imposed, shall be deducted from the payment due towards Operator for services received by the Ministry, if not paid upfront by the operator.
- (c) All payments under this AGREEMENT shall be made to the accounts of the Operator.

9. Fairness and Good Faith

9.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this AGREEMENT and to adopt all reasonable measures to ensure the realization of the objectives of this AGREEMENT.

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9.2 Operation of the AGREEMENT: The Parties recognize that it is impractical in this AGREEMENT to provide for every contingency which may arise during the life of the AGREEMENT and the Parties hereby agree that it is their intention that this AGREEMENT shall operate fairly as between them, and without detriment to the interest of either of them. and that, if during the term of this AGREEMENT either Party believes that this AGREEMENT is operating unfairly, the Parties will make their best efforts to agree on such action as may be necessary to remove the cause or causes of such non-fairness but no failure to agree on any action pursuant to this Clause may give rise to a dispute subject to Arbitration in accordance with Clause 10 hereof.

10. Settlement of Disputes

10.1 Amicable Settlement: In case a dispute arises between the Parties regarding any matter under the AGREEMENT, either Party of the AGREEMENT may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within Thirty (30) days after receipt. If that Party fails to respond within Thirty (30) days, or the dispute cannot be amicably settled within Sixty (60) days following the response of that Party, clause 10.2 shall become applicable.

10.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the AGREEMENT between MEA and the Operator, which has not been settled amicably, any Party can refer the dispute for Arbitration according to ICADR Arbitration Rule 1996.

10.3 Arbitration proceedings shall be held in India at New Delhi and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.

10.4 The decision of the Arbitrator shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by MEA and the Operator. All Arbitration awards shall be in writing and shall state the reasons for the award.

10.5 Notwithstanding any references to arbitration, the parties shall continue to perform their respective work obligation under the AGREEMENT.

11. Liquidated Damages

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11.1 The Parties hereby agree that due to negligence of act of any Party, if the other Party suffers losses, damages the quantification of which may be difficult, and hence the amount specified here under shall be construed as reasonable estimate of the damages and the Parties agree to pay such liquidated damages as defined hereunder as per the provisions of this AGREEMENT.

11.2 The amount of liquidated damages to be recovered from the operator for delay by Operator under this AGREEMENT shall not exceed 100 % (hundred Percent) of the total value of the AGREEMENT.

11.3 The liquidated damages for delay by Operator shall be applicable under following circumstances:

(a) If the operator is unable to start operations the Operator shall be liable to pay 1% (One Percent) or the proportional cost of the services related to that deliverable for delay of each week or part thereof subject to clause 11.2. If the operator is not able to depute the personnel as per the proposal submitted by him within one month of the signing of the contract, Ministry shall have the right to cancel the contract awarded to him and engage in the discussions with the other bidders for the project operations.

(b) If the services are not acceptable to MEA and defects are not rectified to the satisfaction of MEA within 30 (Thirty) days of the receipt of the notice, the Operator shall be liable for Liquidated Damages for an amount not exceeding 1% (One Percent) of proportional cost of the services for every week or upto 10% of the cost of services payable to the operator in a quarter.

11.4 Notwithstanding anything to the contrary contained in this AGREEMENT but subject to the indemnifications specifically agreed to by the Operator, in no event shall the aggregate liability of the Operator under this AGREEMENT exceed the total cost of services paid to the Operator.

12. Performance Security

12.1 For the due performance of the program/ project in accordance with the terms and conditions specified in the Letter of intent (LOI) the Operator shall on the day or before signing the AGREEMENT which shall not be later than 30 (thirty) days of the issue of the Letter of Award, furnish to MEA a performance security in the form of an irrevocable and unconditional Bank Guarantee for an amount equal to 10% (Ten Percent) of AGREEMENT Value.

12.2 The Bank Guarantee shall be in favour of Pay and Accounts Officer, Ministry of External Indian

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Affairs MEA issued by the State Bank of India or any Nationalized or scheduled Indian Bank, approved by the Reserve Bank of India and acceptable to MEA. The Bank Guarantee shall be in the Performa acceptable to MEA.

12.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire AGREEMENT. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed/ stipulated in various clauses in the AGREEMENT document.

12.4 The performance Bank Guarantee shall be initially valid for six months after the scheduled completion date. It will be discharged by MEA and returned to the Operator after 6 (six) months following the date of completion of the Operator's obligations under the AGREEMENT.

12.5 Should the AGREEMENT period, for whatever reason be extended, the Operator, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to MEA before the expiry date of the Bank Guarantee originally furnished as provided in RFP

13. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Operators who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any Operator of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions or the MEA's antifraud and corruption policy.

14. AGREEMENT Price

AGREEMENT price shall remain firm and fixed for the entire AGREEMENT period,.

15. Transfer of AGREEMENT

Operator shall act as an independent entity fully responsible for all services under the AGREEMENT and shall not transfer the AGREEMENT or any part of it to anyone else.

16. Validity of the AGREEMENT

This AGREEMENT shall be valid for a period of three years starting with the date of operations

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mentioned above. This period may be extended upto two more years if so agreed by both parties, by considering the annual increase, if any proposed by the operator in the bid.

17. Entire Agreement

This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or Agreement not set forth herein. Both parties shall be bound by the AGREEMENT and with the provisions of the RFP.

18. Modifications or Variations

- (a) Any modification or variation of the terms and conditions of this AGREEMENT, including any modification or variation of the scope of the Services, may only be made by written AGREEMENT between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof.
- (b) In cases of substantial modifications or variations, a supplementary AGREEMENT between MEA and Operator shall be required.

19. Jurisdiction

The AGREEMENT shall be governed by the Jurisdiction of Courts in Delhi only.

20. Miscellaneous provisions

- (i) "Nothing contained in this AGREEMENT shall be Construed as establishing or create between the Parties a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this AGREEMENT shall not operate as waiver thereof.
- (iii) The Operator shall notify MEA of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this AGREEMENT.
- (iv) The Operator shall at all times indemnify and keep MEA indemnified against all

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claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the AGREEMENT.

- (v) The Operator shall at all times indemnify and keep MEA indemnified against any claims in respect of any damages or compensation payable consequences of any accident or injury sustained or suffered by its (Operator's) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Operator.
- (vi) The Operator shall at all times indemnify and keep MEA indemnified against any and all claims by employees, Workman, Operators, Sub-Operators, suppliers, agents(s), employed engaged or otherwise working for the Operator, in respect of their wages, salaries, remunerations, compensation or any recovery or payment.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the AGREEMENT and extended period of AGREEMENT, if any.
- (viii) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Operator for any subsequent service or employment in any capacity in any office or establishment of the MEA or Government of India..

21. Following documents shall be deemed to form an integral part of this AGREEMENT

- a. Request for proposal including all addendums
- b. Operator Proposal dated _____

The same are to be read harmoniously

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be signed in their respective names as of the day and year first above written.

Signed by

- 1. (For OED, MEA)
- 2. (For Operator)

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Witness

1.
2.