

**EMBASSY OF INDIA
WASHINGTON**

**REQUEST FOR PROPOSAL (RFP)
FOR OUTSOURCING OF
VISA/OCI/RENUNCIATION/PASSPORT AND GLOBAL ENTRY PROGRAMME (GEP)
VERIFICATION SERVICES**

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**EMBASSY OF INDIA
Washington DC**

REQUEST FOR PROPOSAL (RFP)

Date: July 10, 2020

Note:

- i) The bidding companies should respond to all the items in the Request for Proposal (RFP) clearly and without any ambiguity and in the same order as the RFP. The Technical Bids are liable to be rejected if all the points in the RFP are not adequately responded to. The decision of the Mission/Post in this regard is final.
- ii) The Organisation profile in soft copy, as required in Chapter I, should be sent immediately to the Mission for onward transmission to the Ministry of External Affairs without waiting for tender finalization for pre-verification purposes
- iii) In case the Bidding Company decides to bid with a local Partner, the Organisation Profile should be submitted for that company too. The details of the partnership arrangement proposed should also be provided.
- iv) Bidding companies not security cleared by the Ministry will not be eligible to participate in this tender.
- v) Bidding companies not fulfilling the Mandatory Criteria (Annex-D) will be disqualified.
- vi) Bidding companies having outstanding penalties (which are not the subject of court case) payable to MEA will not be considered.
- vii) Bidding companies not obtaining 70% marks in the Evaluation of Technical Bid (Annex-E) will not be considered for Financial Bid Stage.
- viii) If any bidder's services have been terminated in the past by the Ministry/Mission for being unsatisfactory, not fulfilling contractual obligations or for some other reasons, that bidder will be disqualified.
- ix) The Bidding Company must deposit the Bid Security (EMD) and the requisite Bank Guarantees (BGs) mentioned in this RFP on its own. EMD or BG provided by a third party on its behalf is not acceptable.

CHAPTER I: PRE-VERIFICATION

1. The Bidding Company is requested to fill up the Organisation Profile appended below and send it to the Embassy of India, (Washington DC) immediately without waiting to complete the tender documents. The details should be sent electronically to the Embassy for onward transmission to the Ministry of External Affairs for pre-verification purposes. In case the Bidding Company decides to bid with a local Partner, the Organisation Profile should be submitted for that company too. The details of the partnership arrangement proposed should also be provided.

CHAPTER II: INTRODUCTION

2. The objective of this RFP is to select an appropriately qualified and adequately experienced company, to act as the Service Provider, to enter into a contract with the Embassy of India, Washington DC hereinafter referred to as the Mission, to provide Visa/OCI/Renunciation/Passport and GEP Verification Services, at the Embassy of India, Washington DC and at the Indian Consulates at Atlanta, Chicago, Houston, New York and San Francisco.

3. The Mission and Post(s) combined handled approximately 1,473,032 (No. of Services) transactions in the last three years (2017-2019) (equivalent to 1,964 transactions / services per working day, assuming 250 working days in a year). However, this is only an estimate and the Mission/Post(s) do not guarantee this number. The Mission wishes to engage a Service Provider (SP) to collect applications, with the fees due, along with passports and other relevant documents to be specified by the Mission/Posts, of applicants received in person as well as by post/courier on its behalf, deliver them to the Mission/Post(s) and subsequently return the processed passports to the applicants in a secure and expeditious manner.

CHAPTER III: REQUEST FOR PROPOSAL

4. Bidding Companies are invited to submit a detailed Technical and Financial proposal for the delivery of Visa/OCI/Renunciation/Passport and GEP Verification Services in accordance with this RFP. The proposal should be valid for a period of 6 months after the RFP closing date indicated. The award of Contract will be, as per provisions indicated in the succeeding paragraphs, on L1 basis of financial bids in the two-tier tender process consisting of Technical Bids and Financial Bids. The selected company should sign the Contract within seven working days of the date of notice of award of the Contract or within such time limit as may be specified by the Mission. The Contract signed will be valid until 31.12.2021, with review of operations after eight months. At the end of above Contract period, the Mission will have the option for further extension with the approval of the Ministry for a period to be mutually agreed upon by both parties. Mission has the right to terminate the contract if during the review process, it is found by Mission that the services rendered by Service Provider did not meet the standards of quality and efficiency of the services expected of the Service Provider as per the RFP. Full services at the Indian Consular Application Centre (ICAC) shall commence within two months of signing of the contract in accordance with the timeline indicated in the RFP. All the ICACs should be opened simultaneously. Outsourcing Operations may be started only after Mission/Post(s) conveys in writing their satisfaction on the arrangements made by the Service Provider. Any delay in starting the operations as per schedule may lead to cancellation of the Contract and forfeiture of the Bank Guarantee (BG) meant for premature termination of Contract.

5. The Bidding Company's proposal will constitute an offer to develop a contract based on the terms and conditions stated in this RFP. The proposal may form part of the final contractual documentation, if the Bidding Company is invited by the Mission to enter into a contract. The contract will also include provisions for the Service Provider to adhere to all local laws applicable to the operation of the outsourcing centre, including on employment of staff, banking operations, environment, safety, insurance, privacy, payment of local taxes, etc. Matters regarding dispute

resolution between the Service Provider and the Mission is indicated in Chapter XVII: Dispute Settlement Mechanism of the RFP. The contract will also include provisions regarding Force Majeure, unusual situations like COVID-19 pandemic or any other similar unprecedented emergency situation which may affect normal working conditions during which the OSP would be required to provide minimum specified services as per the requirements of the Mission/Post, termination of contract, and the consequences of termination.

CHAPTER IV: ELIGIBILITY CRITERIA

6i) The Bidding Company must have at least 3 years' experience of operating a Centre for visa/passport/consular services on behalf of a Diplomatic Mission of the Government of India or a foreign Government dealing with at least 200 applications per working day.

or

3 years' experience in e-governance projects of the Government of India.

or

10 years' experience in tourism, travel or other related service industry with demonstrable capacity, to the satisfaction of the Mission/Post, to provide CPV services as per this RFP

ii) The Bidding Company should confirm its capacity to deal with higher volumes as per the requirement of the Mission/Post(s).

iii) Bidding Company should have a minimum net worth equivalent of US\$ 5 million.

iv) The average annual turnover of the Bidding Company should be at least US\$500,000.

v) The Bidding Company should have adequate financial strength to provide Bank guarantees as stipulated in the RFP to be certified by an authorized external auditing agency.

CHAPTER V: MANDATORY CRITERIA

7. In addition to the eligibility criteria mentioned in Chapter IV above, the Bidding Company should fulfill the following requirements:

i. The Bidding Company must provide supporting documentary evidence for the current experience claimed, by providing details of web-links of such services being rendered as well as necessary certificates/testimonials in support of the same. In the case of past services, necessary certificates from the Missions/Governments concerned must be provided.

ii. The Bidding Company must comply with the following additional/technical eligibility requirements:

- a. If the Bidding Company proposes to implement the project in collaboration with a local business partner, details of partnership, including a copy of the Agreement, must be provided. Partner Company should have at least 50% of the net worth stipulated for the main Bidding Company. In addition, the local partner must also meet all the other eligibility requirements indicated in this RFP for the Bidding Company. A change in local partner will not be approved after the closure of the tender or during the period of Contract. However, in special circumstances, Ministry has the discretion to allow a change of partner subject to certain conditions on the basis of recommendation from the Mission. If the change in local partner is not approved by the Ministry, the bidding Company/Service Provider should work either with the previous partner or independently.
- b. The Bidding Company and its subsidiaries are not allowed to bid separately for the same tender. A declaration/certificate to this effect should be given by the Bidding Company.
- c. The concept of 'Sponsor' (Passive partner) is not acceptable unless the sponsor also has the same criteria stipulated for local partner.
- d. The Service Provider should be directly involved in providing outsourcing services and should not leave it to the local partner on a royalty or commission basis or any other such arrangement. If such an arrangement is noticed, the Mission has the right to terminate the Contract, encash the Bank guarantee for premature termination of Contract and impose a future ban against taking part in the tender process.
- e. The Bidding Company must submit audited balance sheets and income statements for last three years to demonstrate its net worth, its current financial soundness, and its ability to successfully undertake the project. A certificate from a recognized external audit agency regarding the financial soundness of the Company and its ability to provide Bank Guarantees in respect of the services undertaken with the Mission/Posts should be submitted. In case the bidding entity is a joint venture, information must be provided for all the partners of the joint venture as well as for the local partner.
- f. The Bidding Company shall provide audited information on annual turnover for the last three years to substantiate its claim that the average annual turnover on the last three years basis is at least US\$500,000. In case of joint ventures, information must be provided for all partners of the joint venture and a copy of the contract.
- g. The Bidding Company must provide documentation to show that it has personnel of adequate qualifications for key positions in the ICAC. The details of the proposed key personnel and their experience record must be provided.
- h. The Bidding Company must certify that the company and its subsidiaries/partners are not involved in any unlawful or illegal activity, including in human trafficking, anti-Indian activities, hawala, etc. The bidder must also certify that the company has not come to the adverse notice of law enforcement agencies in the US or elsewhere and provide information on any previous and current law enforcement cases or any other legal cases against them.

- i. The Bidding Company must provide a list of all the cases in the past as well as present pending litigations in Indian and foreign courts pertaining to outsourcing services or other services based on which the bidding company became eligible to take part in the present tender process.
- j. The Bidding Company must certify that it has not been convicted for, or involved in, bribery, corruption or fraud.
- k. The Bidding Company must certify that key personnel proposed for ICAC have not been convicted of any criminal offence or on charges of bribery, corruption or fraud
- l. The Bidding Company must provide certification that its operations are compliant with local labour laws and the relevant tax regime.
- m. The Bidding Company should have ISO-9001-2008(or equivalent) certification for quality management and ISO-27001-2013(or equivalent) certification for IT related services and ISO 23026-2015 (or equivalent) for website quality certification.
- n. The Bidding Company should provide for a viable and effective security system for premises, personnel and data relating to the ICAC in full compliance with the relevant local laws and as prescribed by the Mission.
- o. The Bidding Company must deposit a Bid Security (EMD) of US\$235,000.00, which is about 2.25% of the Tender Value. Tender value is average of annual service fee of last three years (2017, 2018, 2019) multiplied by total contract period in years (i.e. 1.11.2020 to 31.12.2021 = 1.167 years). The EMD should be valid for 45 days beyond the final bid validity period. The EMD is refundable not later than 15 (fifteen) days from the award of Contract, except in the case of the selected Bidding Company whose EMD shall be retained till it has provided Bank Guarantees (BGs) as indicated under Chapter VIII: Bank Guarantees (BGs) of this document. Deposit may be in the form of Demand Draft (DD) or Bank Guarantee (BG) in favour of Embassy of India, Washington DC. The Bidding company should submit the amounts on its own. DD or BG provided by a third party on its behalf is not acceptable.
- p. The Bidding Company should fulfil the criteria indicated in Annex-D.
- q. A local partner is a company which has been working in the said country for at least three years and is registered as a Company as per the local laws. Any company which is registering as a local company only for the purpose of taking part in the present tender process will not be eligible for consideration as a local partner. A Joint Venture Company is a company as defined/understood under the Companies Act 2013. Wherever a dispute arises or a clarification is required, the provisions of Companies Act 2013 will be relied upon, unless specifically elaborated in the RFP document or any other tender documents related to the outsourcing of CPV services.

CHAPTER VI: DETERMINATION OF SERVICE FEE

8. The procedure for determination of Service Fee is as follows:
 - a. The Mission/Posts will not pay for the services rendered by the Service Provider. The Service Provider will charge a service fee from applicants equal to the contract price per application indicated in US Dollars by OSP.
 - b. The service fee per application should be quoted, as per the Financial Bid format (Annex-C), inclusive of any local taxes and VAT currently applicable in USA. It is the responsibility of the Service Provider to pay applicable taxes to the governmental authorities.
 - c. The prospective bidders are expected to be aware of the Government of India (GoI) policy of visa liberalisation and introduction of e-visa policy since 2014. GoI reserves the right of any further liberalisation of visa regime and there shall be no compensation against any such instance when the visa volume gets reduced in the country and a centre is bound to be closed or relocated or any such unforeseen circumstances/situation.
 - d. During the tenure of the contract, there shall be **NO** revision in Service fee.

CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED

9. The scope of work and deliverables required are as under:
 - a. **Dealing with Applicants and Documents**
 - i. The Service Provider should create a website for the information on services outsourced by the Mission/Posts concerned. The website shall be created by the Service Provider only after due approval from the Mission concerned.
 - ii. Print at own cost and distribute application forms for services which have been outsourced, as prescribed by the Mission/Posts. All the required application forms should be available on the website of the Service Provider through a web link from the Mission/Posts.
 - iii. The Indian Consular Application Centre (ICAC) should display prominently the details of services offered along with the fee schedule. The Centre should also display details of the service levels committed by the Service Provider in the Service Level Agreement (SLA) with the Mission, for the ready reference of the applicants.
 - iv. Accept applications, together with the applicant's passport, fee, Indian Community Welfare Fund (ICWF), Service Provider's service fee (equal to the Contracted Price) and supporting documents as prescribed by the Mission/Post from applicants and agents, if any, approved by the Mission/Post.
 - v. On receipt of applications at the ICAC from applicants submitting in person or through a representative, the Service Provider should scrutinize the various documents and forms

to ascertain that they are properly completed and the requisite documents as prescribed by the Mission/Posts have been enclosed.

- vi. The applications received by Post/Courier should be brought in to the main system on the same day of receipt, and after scrutiny, should be sent to Mission/Post the same day (or the following working day in the case of delayed receipts) indicating details of the payment made and date of receipt in the ICAC and despatch to the Mission/Posts.
- vii. Whenever the Mission/Posts requires any applicant to come for an interview, the Service Provider should coordinate with the applicant for the same.
- viii. 'Walk in' service is a standard procedure to be adopted in the ICAC and the arrangements should be made to ensure that 'walk in' applicants are serviced satisfactorily. The ICACs can also receive applicants by appointment without any additional charges and counters must be made separately for them. In the case of travel agents submitting the application forms, a separate counter must be provided (without any additional charges) to avoid any inconvenience to other applicants.
- ix. The Service Provider should provide an efficient and courteous telephonic enquiry system through Toll Free numbers/Voice Over Internet Protocol (VoIP). The Service Provider can charge normal call charges after five minutes. Special higher call charges are not permitted. No caller should be made to wait for more than eight minutes and waiting time should not be chargeable. The telephonic enquiries should be attended from 9AM to 7PM on all working days and an automatic answering system should be functional outside the above period, including holidays.
- x. The Service Provider should have special arrangements to deal with emergency calls outside office hours and on holidays to coordinate with the Mission/Posts. The Service Provider should also have arrangements to provide emergency visa service outside office hours as well as on weekends/gazetted holidays; modalities in this regard will need to be worked out in coordination with the Mission/Posts.
- xi. The Service Provider should operate an efficient and prompt e-mail system where response is provided within 24 hours (or 48 hours if a clarification from the Mission/Post is required).
- xii. In case of deficiencies in applications, the service provider will convey deficiencies to the applicant immediately, on the same day or the next working day, through tracking status/email. The applications may be retained for three weeks to enable corrections and rectify deficiencies. Once the deficiencies have been rectified, the Service Provider should send the documents to Mission/Posts. If however, there has been no response from the applicant or the deficiencies have not been rectified within the prescribed period, the Service Provider should return the documents to the applicant along with the CPV services fee and ICWF fee (Government of India fee). The Service Fee can be retained by the Service Provider.
- xiii. The Service Provider should mandatorily provide 4 SMS updates for Postal/courier applications (i. receipt of application in the ICAC, ii. despatch of documents to the Mission/Posts, iii. receipt of documents in the ICAC from Mission/Posts and iv. despatch

of documents by Courier/Posts). In regard to applications received in person in the ICAC, only ii, iii and iv may be required. All these information should also be uploaded to the website tracking system on a real-time basis.

- xiv. The website of the Service Provider should have a separate menu 'About Us', which should have details of the outsourcing company such as establishment of the company, vision document, name of the top executives, with their profiles, details of the executives in-charge of the present operations in the country concerned along with contact numbers, email addresses, etc. It should also contain details of the Holding Company, if any. However, information not related to outsourcing operations such as promotions, campaigns, advertisements, etc. should not be included.

b. Acceptance of Fee

The Service Provider shall:

- i. Accept fee in all manners of payment generally used in USA, including credit cards and debit cards and online payment facility, except personal/Company/travellers cheques. However, any bank charges levied on such transactions will not be borne by the Mission/Post. No cash payment should be received by Post/Courier.
- ii. Display prominently both in the ICAC and website, information regarding passport fee, service charges, charges such as ICWF contribution and charges for Optional Services (OS), etc.
- iii. Collect bank/agency charges from the applicants on actuals basis. This shall not become a source of income for the Service Provider. For this, the Service Provider must display prominently the bank/agency charges applicable, both at the ICAC and on the website.
- iv. Provide a bar-coded receipt to each applicant showing the following details:
 - a) Consular Fee (Government of India fee)
 - b) ICWF Fee (Government of India fee)
 - c) Service Fee (payable to the Service Provider)
 - d) Optional Services (OS) charges-(payable to the Service Provider)
 - e) Bank/agency charges applicable (payable to the Service Provider)
 - f) Category of CPV service applied for
 - g) Date and time of payment.
- v) Be responsible for the payment of local taxes/VAT to the authorities concerned, as Service Fee and OS charges are inclusive of VAT/local taxes. The Service Provider shall issue one receipt for all payments received from the applicant per application and there should not be any missing serial number. No handwritten receipt or miscellaneous receipt should be issued by the Service Provider.
- vi) Generate proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices prescribed by the Mission/Post. The records of fee collected by the Service Provider shall be provided to the Government of India Auditors whenever required. The Service Provider should

also provide details of daily bank transactions from the ICAC to their bank accounts in the form of a monthly statement, certified by the Bank concerned, which should tally with the details provided to the Mission/Posts for audit purposes.

- vii) Duration of records to be maintained by Service Provider after the service is completed should not exceed one month unless specifically requested by the Mission/Post. The Service Provider should ensure that the data has been transferred correctly and the same has been digitized and indexed and stored as per the requirements of the Mission/Posts. The Service Provider should provide a monthly certification that it does not hold any personal records of applicants beyond the stated limit. Any violations on this account will be penalised appropriately.
- viii) Maintain proper accounts of all the passport fees received for each individual sub-head.

c) Transfer of amounts to Mission's account

- i) Deposit fees due to the Mission/Post i.e. Government of India Fee for CPV services and Consular surcharge fees in Mission/Posts' bank account on the day of receipt (or the next working day in case of delayed receipts as agreed upon with Mission). Any delay in transfer of money to the government accounts will invite penalties as explained under the section on 'Penalties'. The Service Provider's Service fee, OS, bank/agency charges will be retained by the Service Provider.
- ii) Any delay in transfer of money to government accounts, subsequently pointed out by the Government Auditors as penalties due, shall be paid by the Service Provider immediately. Any delay in payment of such penalties, after issue of Notice by the Mission, will invite additional penalties as explained under the section on 'Penalties'.
- iii) Any incident of bounced cheque/transaction will invite a penalty as prescribed subsequently under Chapter XVI: Service Level Metrics (SLA)/Penalties–Sl. No. 4. Repeated incidents of bounced cheques will invite encashment of performance bank guarantee and/or termination of Contract
- iv) The Service Provider should install the software 'CONSPROM' provided by the National Informatics Centre (NIC) whenever required by Mission.

d) Dispatch of documents to the Mission

- i) The Service Provider should send the application for CPV services with enclosures and passports along with a statement indicating name of the applicants, details of passports, service applied for with duration, fee collected indicating date of receipt from the applicants and date of payment into Government Accounts, period of delay and reasons for the same, date of receipt of application and date of despatch the same to Mission/Posts, period of delay and reasons for the same, fee collected for Service Fee, OS charges, and bank/agency charges.
- ii) The documents along with the Statement should be transferred twice a day as prescribed by the Mission. The Statement should be sent by email to the Mission/Posts simultaneously.

- iii) Handing/Taking over of the applications and passports will take place at the premises of the Mission/Posts.
- iv) The documents should be transported by a dedicated van of the Service Provider in locked containers along with the staff of the Service Provider and security personnel as required. The keys of the containers should be available only in the ICACs and Mission/Posts with authorised persons. Additional security measures such as GPS may be included as per local requirements. The security of documents will be the responsibility of the Service provider.
- e) Return of documents to the applicants**
 - i) On receipt of the passports/documents from the Mission/Posts, the Service Provider should despatch the passports/documents to applicants in a secure manner on the same day (or the next working day in case of delayed receipt). The passports/documents should not be sent by unregistered Post or by unverifiable means.
 - ii) Information on status of application, including dispatch of documents must be updated on a real time basis on Service Provider's website, as per the agreed format, to facilitate tracking of applications and to facilitate people collecting their passports in person
- f) Quality Control And Assurance**
 - i. OSP shall ensure a reliable quality control system that maintains continuous monitoring and ensuring of service standards. The OSP shall have ISO-9001-2008 certification for quality management; ISO-27001-2013 certification for IT related services (to be submitted along with the tender documents) and ISO-23026-2015 for website quality certification (to be submitted within three months from the date of awarding of the Contract or before the starting of outsourcing operations whichever is earlier. The certification shall be upgraded to the latest version as and when available. Any other procedures for privacy and protection of data shall be implemented as per local or Government of India procedures, whichever is higher in grading, and as prescribed by Mission. It will be the responsibility of the OSP to ensure full compliance accordingly. Any delay in implementing the website security certification shall be brought to the notice of the Mission/Post concerned while taking responsibility by the OSP for the safety and security of the data being handled.
 - ii. The identified OSP must implement an internal Quality Assurance Program to monitor, maintain, and enhance service, which should include internal reviews and assessments of the OSP's performance, including Quality and accuracy of services; Quality and accuracy of services to Applicants; and Compliance to the Contract.
 - iii. Audits Performed by the selected company: The Company must conduct a Third Party Audit of processes and procedures of the Work on annual basis and send a report to Ministry and relevant portions to Mission/Post concerned within one month of the completion of the annual period of operation.

- iv. In the first year of operation, the Report for the first six month of operation shall be submitted in the **next one month**. Similarly, the Report for the next six months will be submitted by the end of following month. Thereafter, the yearly report shall be submitted within one month of its becoming due.
- v. The OSP in consultation with Ministry and Mission/Post concerned shall make necessary rectifications to correct the deficiencies to improve the functioning of the ICAC.
- vii. The OSP shall make necessary improvements to the functioning of the ICAC as pointed out by the Mission/Post concerned from time to time.

g) Issuance of Visas – IVFRT System and Biometric Enrolment

- i. In order to provide an integrated and secure visa issuance system, the Government of India's IVFRT (Immigration, Visa, Foreigners' Registration and Tracking) System is used for provision of visa services. As per this system, it is mandatory for the applicants to fill up the visa application online and present the hard copy along with passport and other enclosures to the Service Provider (SP). The OSP shall scrutinise the application forms, passport and enclosures and send them to the Mission/Post concerned as per standing instructions. Any shortcomings in the documentation should be pointed out to the applicant and rectified before despatch to the Indian Mission/Post.

h) Digitization

- i. All supporting documents/enclosures submitted by the applicant at ICAC are required to be scanned/digitized/indexed and electronically attached on IVFRT portal with the application form of the applicant. The documents attached should be accessible to concerned officer in the Mission/Post or to any other Authority of Government of India who accesses the application form at any stage.
- ii. Those applications which are submitted by applicants directly at the Indian Mission/Post will be handed over with supporting documents/enclosures to OSP and shall be scanned/digitized/indexed to link with the visa application on IVFRT. Such process shall be completed within three working days of handing over the documents to the OSP.
 - a. OSP may deploy local server with the approval of Ministry/Mission/Post concerned to optimize on time to ensure live upload of scanned documents.
 - b. The number of applications received should be tallied with the number of support document sets that have been submitted (uploaded) to the system on a daily-basis. The parameters for scanning, Meta data and other relevant data are described in this document (Annex-A)

i) Biometric Enrolment

- i. The OSP is responsible for enrolment of ten finger and facial, biometric data of the applicants, as prescribed by the Indian Mission/Post in Annex-B and transmitting the same electronically along with the case file of the applicant to enable the Indian Mission/Post to upload them on the IVFRT platform. Enrolment of facial biometric as per

the Indian e-Governance standards is available on <http://egovstandards.gov.in/>. The Government of India will provide the facial capturing software for the purpose.

- ii. The software for biometric enrolment and uploading will be provided by NIC, while the hardware shall be the responsibility of the OSP as per the standards prescribed by NIC, explained in this document (Annex-B).
- iii. The enrolment of biometric details of the applicants shall be as per the guidelines of the Ministry/Mission issued from time to time. The OSP shall coordinate with the Indian Mission/Post and GOI's National Informatics Centre(NIC) or any other agency approved by the Ministry to put in place seamless procedures for this purpose.

j) Issuance of Passports and Acceptance of GEP Background Verification Forms

- i. The applications for issue of passport are filled online by the applicants and are submitted at the ICAC. The OSP shall scrutinise the application forms, passport and enclosures and send them to the Mission/Post concerned as per standing instructions.
- ii. Any shortcomings in the documentation should be pointed out to the applicant and rectified before despatch to the Indian Mission/Post.
- iii. The OSP shall be required to work on the PSP platform of Government of India or any other centralised platform for passport services if introduced. Detailed guidelines/procedures in this regard shall be intimated to the OSP.
- iv. The OSP shall also be responsible for scanning/digitisation/indexation of Visa/OCI/Renunciation/Passport and GEP Verification Services related documents and upload the same linking them simultaneously with the case file at the respective centralised platform in case these are not uploaded online at the time of submission.
- v. The OSP shall also be responsible for enrolment of ten finger and facial biometric data of the passport/GEP applicants (wherever required), and forward the same electronically along with the case file of the applicant.

k) Issuance of OCI [Overseas Citizen of India] Cards

- i. The applications for OCI cards are to be filled online by the applicants and supporting documents required as proof of their Indian origin etc. are to be uploaded by the applicants on the portal.
- ii. The OSP shall be responsible to collect the application along with enclosures and send the same to the Mission/Post. The OSP shall scrutinise the application form, passport and enclosures etc. In case, some required documents are not uploaded by the applicant, the same shall be uploaded by the OSP.
- iii. The Mission/Post concerned shall issue appropriate instructions to OSP for verification of documents. The documents shall be sent to Mission/Post concerned as per their standing instructions for further action.

- iv. The OSP shall also be responsible for enrolment of ten finger and facial biometric data of the passport applicants (wherever required), and forward the same electronically along with the case file of the applicant.

I) Digitization and Indexation of Documents

- i. The digitisation/indexation of documents must be done simultaneously by the OSP. If this process has not been implemented due to any reason with the approval of Mission/Post concerned, the following procedures should be followed.
- ii. The OSP is responsible for Digitisation/Indexation of all the application forms along with enclosures, as per the parameters prescribed in Annex A. The data pertaining to visa, passport, OCI card services, Surrender of Indian Passport/Indian Nationality certificates or any other miscellaneous consular service shall be compiled in separate CDs in duplicate for uploading to the respective centralised servers. One set of CDs will be retained in the Mission/Post for internal use and the second set sent to Ministry for uploading to the respective centralised platforms. For this, the OSP shall make sample CDs with limited data entries and get the approval of NIC. After approval, the CDs with full data, for respective services, shall be prepared daily and submitted periodically, on a weekly basis, and sent to the NIC Computer Cell, Ministry of External Affairs, CPV Division, Patiala House through the Mission/Post. The label of the CDs shall clearly indicate the Mission/Post code, number of files and size, period of data and name of the Service such as passport, visa etc. The data thus received in the Ministry will be uploaded to the respective centralised system. The OSP will be responsible for any mismatch in data after uploading finally. The digitisation must be done serially as per the date without missing any applications in between. The OSP must certify that no application has been missed and no application has been duplicated. The total number of applications sent to the Mission/Post and the total number of digitised files must be equal. For any reason, the files in the serial number could not be digitised, such files must be included in a separate CD for identification and tallying purposes. Those visa applications which are submitted directly at the Indian Mission/Posts will be handed over with supporting documents/enclosures to OSP for scanning/digitization/indexation within three working days of handing over the document to the OSP. In addition, OSP will be required to digitize the visa and other applications for which emergency services have been provided by the Mission/Posts on holidays/weekends. The OSP will prepare and send CDs containing digitized data in respect of these services to the NIC Computer Cell, Ministry of External Affairs, CPV Division, Patiala House through the Mission/Post.
- iii. The CDs (or any digital media) for consular services should be made (one copy) and given to Mission/Post to be uploaded to the local computer/server for internal use as per the same standards of visa and passport documents. However, if it is decided to upload this information also to any central platform, the OSP should provide an additional copy to the Mission/Post
- iv. The OSP shall create metadata files and PDF files as per parameters indicated in Annex-A, to enable efficient linking to the case files and digitisation/indexation of documents.
- v. While scanning documents for digitisation/indexation, peripheral enclosures such as booking of air passages etc. need not be included. Documents such as invitation letter,

business invitation/introduction letter, sponsorship letter, admission letter in college/University etc. shall be digitised. Mission/Post concerned shall issue specific instructions, if any, in this regard.

m) Contingency Plan

The OSP shall have in place an adequate contingency plan (within 90 days of signing of Agreement), to maintain an acceptable level of service if operation of the ICAC(s) is / are interrupted for any reason and indicate details of such issues in the Technical Bid.

n) Facilities at the ICAC

- i. The OSP shall ensure that ICAC is **easily accessible** to members of the public and located in a reputable area as per the local regulations, in consultation with and the approval of the Mission/Post concerned
- ii. The ICAC shall have a **prominent Notice Board** indicating the services offered, the fee schedule and a **copy of the Service Level Metrics**, pertaining to the applicants, for ready reference of the applicants. The same shall be available on the website of OSP.
- iii. The OSP shall make arrangement for issuance of token to the applicants at the time of their entry into the ICAC.
- iv. The ICAC shall have sufficient space, subject to the minimum prescribed, in terms of waiting area, **minimum 4 (four) counters**, processing area, Biometric Services and Optional Services .
- v. The total turnaround time **shall not exceed 60 minutes** for an applicant.
- vi. The staff in the ICAC must be fluent in the languages as per local requirements of the country/Zone of operation.
- vii. Submission hours (acceptance of applications at the counters of ICAC) should be 32.5 hours per week (5 days) with 40 hours of back office working time. (Working hours/ submission hours can be modified by the Mission in consultation with the Ministry.)

Minimum submission hours per day*	:	6½ Hours (32,5 hours per week)
Minimum working hours per day	:	8 Hours (40 hours per week)

* Exact timing will be decided by the Indian Mission/Post concerned.

- viii. The ICAC shall have sufficient lighting, air conditioner / heating, drinking water and washrooms. Provisions for vending machines for soft drinks/coffee/tea, etc. may also be made wherever required.
- ix. The ICAC shall have Electronic Display System indicating the status of applicants' token numbers.

- x. All the parameters and standards of facilities in the ICAC shall be as per the offer made by the Bidding Company in the Technical Bid or as in the RFP whichever is better.
- xi. The OSP shall Provide a customer feedback system, and an interactive blog, in the format indicated by the Mission/Post, as part of the website linked to the Mission/Post's website, so that it can be seen by all.
- xii. The details of arrangements/services to be provided by the Service Provider for processing of CPV services, including in respect of emergency visas outside the office hours as well as on weekends/gazette holidays.

o) Consular Camps

The OSP will be required to organize at least six Consular Camps per year for each of the six locations as per the instructions of the Mission/Posts and at no additional cost to Government of India.

CHAPTER VIII: BANK GUARANTEES (BGs)

10. The prospective OSP should submit the requisite irrevocable Bank Guarantees to the concerned Mission/Post as per format in Annex-G, which can be encashed if the penalties imposed by Mission/Post/Ministry for not adhering to the provisions of the Agreement are not paid in time by the SP. Ministry has the discretion to determine the period of penalties and amount based on the explanation given by the SP. The details of Bank guarantees are as follows:

- i. The OSP shall provide a Bank Guarantee for the **Government funds held by it temporarily, after collection, and for the safety of documents** (fixed at 5 days of daily Government revenue collected by OSP based on the average of the preceding three years) for the Missions/Posts concerned for providing consular, passport and visa services, as applicable, being outsourced by Mission/Post. The Bidding company should submit the amounts on its own. BG provided by a third party on its behalf is not acceptable. In case of repeated defaults, the Mission/Post reserves the right to terminate the contract.
- ii. The OSP shall provide a **Performance Bank Guarantee** (fixed @2% of the annual revenue of Government based on the average of preceding three years) for penalties due as explained under the section on 'Penalties' of the RFP and in accordance with the Contract. This guarantee amount shall be given in four pieces with 50%, 20%, 20% and 10% of the total value. The Mission can invoke any or all of these Bank guarantees depending on the extent and the severity of the violation of the terms of the Agreement. The Bidding company should submit the amounts on its own. BG provided by a third party on its behalf is not acceptable.
- iii. The OSP shall provide a Bank Guarantee for **premature termination of Contract**, for a sum of equivalent to 'Service Fee x 180 days x Number of Applications per Day' (based on average of preceding three years for the Missions/Posts concerned). The Bidding company should submit the amounts on its own. DD or BG provided by a third party on

its behalf is not acceptable. The Bidding company should submit the amounts on its own. BG provided by a third party on its behalf is not acceptable.

- iv. The OSP will effect and maintain insurance sufficient to cover its obligations under the Agreement, properties of the ICAC, staff obligations etc., for the respective buildings of the ICACs for the Missions/Posts concerned including those obligations which survive the expiration or termination of the Agreement/Contract. Any default on this account could lead to imposition of penalties as appropriate and imposition of a ban against the bidding company in future bids.
- v. All Bank Guarantees shall be irrevocable and must be submitted at the time of signing of the Contract as per the format enclosed as Annex G. The Bank Guarantee shall be valid up to a period of six months after the expiry of the Contract. Whenever, the Contracts are extended, the Bank Guarantees should be extended accordingly with further extension of additional six months to determine and settle any dues arising out of non-completion of work and non-payment of penalties etc. The Bank Guarantees should be extended suitably by the OSP on six monthly basis till all the pending matters, if any, are settled and a No Due Certificate is issued by Ministry. After the expiry/termination of Contract, the OSP should extend the BG on six monthly basis till a No Due Certificate is issued by Ministry. The initial BG should be valid for the entire term of the contract period plus six months, which shall be submitted by the OSP at the time of signing of contract, and thereafter for any extension period plus six months. The extension of the BG is the sole responsibility of the OSP and if any delay or unwillingness on the part of OSP is noticed, Ministry has the right to encash the Bank Guarantee. The Bidding company should submit the amounts on its own. BG provided by a third party on its behalf is not acceptable.
- vi. The amount of Bank Guarantees shall be as per the provisions of this RFP document. Any reduction in the Bank Guarantee due to invocation of any Bank guarantee(s) shall be recouped within two weeks. Additional penalties will be applicable for any default on this account.
- vii. Any delay in submission of Bank guarantees will lead to delay in signing the Agreement. The prospective OSP will be fully responsible for any delay in starting the outsourcing operations and resulting in financial liabilities.
- viii. The Bidding company should submit the amounts on its own. BG provided by a third party on its behalf is not acceptable.

CHAPTER IX: OPTIONAL SERVICES (OS)

11. The OSP should provide Optional Services (OS) **only** on the request by an applicant as per list and price indicated in the RFP. The OS is meant to facilitate the applicants seeking certain services at the ICAC or courier services etc as per list determined by the Mission/Post on the basis of local requirements. The OSP should provide OS on the basis of a written request by the applicant and should not refuse any OS listed or charge more than the approved rates which will lead to imposition of penalties as indicated in the SLA. OS is not a source of revenue to determine the service fee. A list of approved items of Optional Services is as follows:

<u>S.No.</u>	<u>Name of the OS</u>	<u>Price</u>
1a	Photocopying (per page)	US\$ 1
2a	Photographs (4 photographs)	US\$ 7.99
2b	Each additional photograph	30 cents
3a	Printing (per page)	10 cents
4a	Courier service (per package, one way) (FedEx Standard Overnight, UPS Next Day Air Saver)	US\$ 15
4b	International Courier service - (per package, one way) (FedEx International Priority Overnight) Washington to Bermuda Atlanta to Puerto Rico San Francisco to Guam San Francisco to Virgin Islands San Francisco to Saipan	US\$ 75
5	Comprehensive SMS service for maximum of 10 SMSs (in addition to the complimentary SMS service)	US\$ 5
6	Form filling	US\$ 19.95

(Note: Authorised corrections made in the ICAC to select fields in the online application form submitted by the applicant should be free of charge)

Optional Services (OS) can be charged on a reasonable basis subject to market prices and approval of the Mission. Any offer of complimentary OS has to be in letter and spirit and will be subject to scrutiny. In this regard, attention is also drawn to Chapter XII: Guide to Bidders, Para 17(m) of the RFP.

12. The Bidding companies should note that OS are basically meant to assist the applicants, on optional basis, and should not be seen as an additional source of income to shore up the Service Provider and shield him/her from the after-effects of any underbidding of Service Fee.

13. OSs not approved by the Mission/Post shall not be provided by the Service Provider. Any OS which is not expressly permitted and included in the approved list will be deemed to be impermissible and unauthorised and would invite penalties as prescribed under 'Penalties'. The

Bidding Company, in the Financial Bid, shall not quote more than the maximum prices determined by the Mission/Post, but can offer lower prices to compete better in the Financial Bid stage as indicated under the Section 'Opening of Bids'-Financial Bids

14. Website and notice boards of Missions/Posts/Service Provider should indicate that 'Optional Services' (OSs) are purely optional. Any charging of OSs by coercion or misleading acts will result in penalties as indicated under the Section on 'Penalties'.

CHAPTER X: OPERATIONAL SYSTEMS AND INFRASTRUCTURE

15. The Service Provider shall provide the following for each ICAC:
- a. Details of personnel to be deployed in the ICACs for pre-verification purposes and approval of the Mission/Post.
 - b. Persons not cleared by Mission/Posts shall not be appointed in the ICAC and shall also not be retained subsequent to objections by the Mission.
 - c. The staff of the ICAC should have appropriate qualification for the relevant job they will be handling and must have a minimum graduate qualification.
 - d. The staff of the ICAC should have appropriate visa/ work permit as per local regulations.
 - e. Effective systems and processes should be in place to train staff who can explain clearly and accurately the application process and documentation required. The Mission will conduct random checks to ensure quality standards.
 - f. An IT system which will allow the Service Provider's passport service network access to any centrally based appointment system. The IT service provided must be in accordance with standards prescribed by an officially accredited agency of the host country, wherever stipulated.
 - g. The ability to computerize operations related to data capture and scanning/digitizing/indexing of applications and photographs on behalf of the Mission/Posts.
 - h. The ability to computerize operations related to the accounting of fee collection. The Service Provider should introduce 'CONSPROM' software of the National Informatics Centre when required by the Mission/Posts.
 - i. The ability to computerize operations related to the tracking of passport movement right from the point of receipt until delivery.
 - j. An effective security system for access control of applicants and safe custody of documents collected, including information held on IT systems. These include control of entry to the IPAC both electronically and manually, CCTV System with recording and review facilities, transportation of documents in closed containers with appropriate security lock and key system, security staff as required, fully secured area/rooms for storage of documents and IT related biographic and biometric data and other related

measures. The Service Provider is required to make available a live hunting CCTV feed online (IP based) to the Mission pertaining to the visitors and counters area, for monitoring by the Mission/Post. Penalties will be applied for failure to do so.

- k. The Service Provider should at the time of submission of Technical Bids, have certification namely, ISO-9001-2008 (QMS-Quality Management System), ISO-2127001-2013 (ISMS-Information Security Management system) and ISO 23026-2015 (Website Quality Certification).
- l. The Service Provider will be allowed to charge Service Fee (SF), as per the L1 price offered in the tender process and approved by the Mission/, from all applicants. This fee will be collected by the Service Provider along with the Government of India fees for respective services. Documents relating to collection of the Service Fee and OSs (receipt books, etc.) will be properly maintained and made available for inspection by the designated officer of the Mission/Posts or any audit team of Government of India.
- m. The Service Provider will ensure that the total turnaround time for applications of passport/visa/consular services will not be more than 60 minutes (or lower as offered in the Technical Bid). Machine generated tickets should be given to applicants, indicating the date and time of entry at the ICAC and also the time of completion of the submission process, so that the total turnaround time can be reliably documented.
- n. The Service Provider shall not receive any payments from the Mission/Posts, for setting up these ICACs, nor for providing services for passport applicants.
- o. The Mission/Posts shall entertain no claim for expenses or liability for loss of passports or documents. The Service Provider shall indemnify the Mission/Posts in the event of any claim made by any applicant on any account e.g. loss of passports or documents and it shall be the Service Provider's responsibility to compensate applicants if such losses occur.
- p. **Information in the Website and India Consular Application Centres (ICACs)**
 - i. The OSP should create a website for the information on services outsourced by the Mission/Post concerned. The website shall be created by OSP only after due approval from the Mission/Post concerned. All required application forms for CPV should be made available by OSP on his website through links to the website of Gol Ministry/Department/Mission concerned and shall be updated as directed by the Mission/Post concerned.
 - ii. The OSP shall publish all the relevant guidelines in their website specifically made for such services only after due approval from the Mission/Post concerned.
 - iii. The OSP's shall **not** capture any data/information from the applicant on/through its website or insist upon service seekers to apply for services at its own website. OSP should provide link of the website of Government of India (Gol) for the service(s) concerned and guide the applicants to apply at the website of the Gol.

- iv. Service Portal (website) shall offer ease of navigation with complete adherence and compliance to W3C standards.
- v. Guidelines as to how to apply for CPV services, complete with relevant guidance must be indicated in the website. The portal shall also clearly and separately contain details of the Government of India fee for the services and Indian Community Welfare Fund (ICWF) fee (both of them known as GOI fees) besides the Service Fee of the OSP and charges for Optional Services (OS) [formerly referred to as Value Added Services (VAS)] as approved by the Mission. This information shall be available on the website of the OSP through a hyperlink to the website of the Mission/Post. **No other service shall be provided by the OSP without prior written approval of the Ministry.**
- vi. The details of GOI fee (for various services), ICWF charges, Service Fee of the OSP and Optional Services charges shall be easily and transparently available on the website for members of the public without the necessity of providing individual applicant/visitor's details to access the information.
- vii. No part of the portal information shall be applicant specific or restrictive except the tracking system of the applications where applicants data should be fully protected which should be accessible only by the applicants.
- viii. Any changes in the policy concerning the services offered by the OSP shall be updated within 12 hours from notification by the Mission/Post concerned.
- ix. The Centre shall prominently display Service Level Agreement (SLA) of the Contract on the OSP's website for information of the applicants.
- x. The website of the OSP should have a separate menu, 'About us' which should have details of the outsourcing company such as establishment of the company, vision document, name of the top executives with their profiles, details of the executives in charge of the present operations in the country(ies) concerned along with contact numbers, email address etc. It should also contain details of the Holding Company, if any. However, information not related to outsourcing operations, such as promotions, campaigns, advertisements etc., should not be included.
- xi. The Service Provider should pay such penalty as may be determined in terms of the Contract, for violating the term(s) and condition(s) of the Contract. The details of such penalties are included in Chapter XVI: Service Level Metrics(SLA)/Penalties of the RFP.
- xii. The Service Provider will not assign in whole or in part its obligations under this Agreement. Any violation in this regard can result in imposition of penalties, termination of the Agreement and a ban on participation in future Bids.
- xiii. The Service Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Mission, which in turn would seek the approval of Ministry of External Affairs.

- xiv. The Service Provider should have a feedback system for applicants while returning the passports, to survey satisfaction level in regard to quality of their service rendered. The feedback should be constantly watched and measures taken to overcome any defects noticed during the feedback. A summary of the feedback should be sent to Mission/Posts on a monthly basis and any serious complaints should be brought to the notice of the Mission/Posts immediately.
- xv. The Service Provider should install a complaint/suggestion box at the ICAC which will be operated by the officials of Mission/Posts only. The Service Provider should also have a separate section titled 'Suggestions and Complaints' in its website to receive suggestions and complaints from the applicants, which must be available for viewing by the public. The Service Provider should respond to such complaints to clarify the situation.
- xvi. The Mission will be free to setup any other arrangement to reliably receive feedback from the applicants, independent of those put in place by the Service Provider.
- xvii. The details of arrangements to be made by the Service Provider for providing CPV services, including in respect of emergency visas outside the office hours as well as on weekends/gazette holidays.

CHAPTER XI: SERVICE STANDARDS

- 16. The following standards shall be ensured by the Service Provider:
 - a. The Service Provider shall ensure a high level of service standards with regard to the facilities and amenities in the ICAC, for efficient processing of cases so that the waiting time is minimised and customer satisfaction is maximised.
 - b. The Service Provider should ensure that the staff of the ICAC are courteous and helpful and should not indulge in unpleasant arguments or use of foul language or engage in any corrupt practices/activities. The Service Provider should ensure strict discipline, punctuality and decorum of office amongst the staff of the ICAC.
 - c. There will be a provision for review of service standards after each year of operation. During the review, any inadequacies or fall in standards of service rendered by the Service Provider should be resolved to the satisfaction of the Mission. If the Mission is not satisfied with the response of the Service Provider, the Mission shall have the right to impose penalties and/or terminate the Contract by giving six months' notice. If for any specific serious reasons, the Mission decides to terminate the Contract prematurely, the Mission shall encash the Bank guarantee provided by the Service Provider for premature termination of Contract.
 - d. A list of service standards enforceable by the Mission and the penalties applicable in cases of default are available in the Service Level Agreement under Chapter XVI: Service Level Metrics (SLA)/Penalties.

CHAPTER XII: GUIDE TO BIDDERS

17. The following guidelines shall be applicable to the respective parties:
- a. The Mission reserves the right to reject any tender on the basis of security considerations at any stage in the tender process.
 - b. The Mission will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'Confidential'. However, the Mission subject to the Right to Information (RTI) Act 2005 of the Government of India (GoI), may be required to release information supplied in this RFP in accordance with the provisions of that Act or by an Order of the Courts in India.
 - c. The information in this RFP, or otherwise supplied by the Mission or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the Mission.
 - d. Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the Mission. All material supplied to the Mission in relation to the Bidding Company's proposal becomes the property of Mission and may not be returned to the Bidding Company, unless requested in writing beforehand and agreed to by Mission/Post.
 - e. The Mission will not be liable to contract and tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss or cost (including legal and lawyer/client costs) to the Bidding companies or other persons in respect of this RFP.
 - f. If a dispute arises out of or in connection with the contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved within three months, the parties agree to submit that dispute to arbitration under the Delhi International Arbitration Centre (DAC) Arbitration Proceedings Rules. The number of Arbitrators shall be one, to be appointed by the Chairperson of DAC. The DAC will provide the administrative and legal services in accordance with the DAC Rules. The place of Arbitration shall be New Delhi, and the language used shall be English. The expenses on arbitration will be shared by the Parties as per the provisions of the DAC Rules.
 - g. Any dispute between the Service Provider and the local partner is the responsibility of the Service Provider only and should be settled accordingly and Mission is not responsible for the same. However any problem arising out of such dispute affecting the outsourcing of CPV services shall be the sole responsibility of the Service Provider and shall be dealt with as per penal provisions indicated in the RFP.
 - h. In submitting a proposal to the Mission, the Bidding Company will be deemed to have understood this RFP along with Annex-A to E, specimen Main Agreement and specimen Service Level Agreement (SLA) and also to have obtained all requisite information and ascertained the veracity of any information to be relied upon, as may be necessary to prepare the proposal and for any subsequent negotiations with the Mission.

- i. In submitting a proposal to the Mission, the Bidding Company will be deemed to be fully informed and to have accepted the terms and conditions outlined in this Request for Proposal and that all commitments as per RFP and its Annexes - A to E will be met. A Declaration/Certificate to this effect will be furnished by the bidding Company.
- j. The cost of preparing and submitting the proposal shall be borne by the Bidding Company.
- k. The Mission shall arrange a Pre-bid Conference about the bidding process, about 10-15 days prior to the last date for submission of bids. The pre-bid conference should be followed by presentations by Bidding Companies as per the date and time fixed by the Mission. These are to enable the Bidding Companies to prepare the proposals with full knowledge of the requirements of the Mission and for the Mission to clearly assess the capabilities of the Service Provider. Presentation will also be evaluated in Annexure E of RFP.
- l. The Mission reserves the right to accept or reject any or all Proposal(s) and to annul the bidding process, at any time, thereby rejecting all proposals, prior to award of Contract/ any Contract being signed.
- m. The Mission reserves the right to reject the lowest bid as unresponsive, on the basis of the costing information provided in Annex-C as part of the financial bid, if it considers it unviable and could therefore lead to poor quality of services. In that event, the lowest responsive bid L1 may be decided from amongst the remaining bids, which are considered viable.
- n. The Mission reserves the right to amend the RFP and or its enclosures at any time prior to the deadline for receipt of bids. Any such amendment will be numbered, dated and issued by the Mission and will be intimated to the Bidding Companies by Email and also uploaded in the websites of the Ministry and the Mission. Where amendments are significant, the Mission may, at its discretion, extend the deadline for receipt of bids.

18. **Inducements:** Any act by the bidder tantamounting to offering an inducement or threat of any kind to the officers of the Ministry/Missions/Posts in relation to obtaining or in connection with this or any other contract with the Ministry/Missions/Posts will disqualify that bidder from being considered for the tender process and/or may result in a ban on the bidder from participating in the future bids in the Ministry/all Missions/Posts.

19. The Bidding Company/OSP shall not offer, give or agree to give, directly or indirectly, to any person in the Ministry/Missions/Posts any gift or consideration as an inducement or reward for doing or refraining to do any act in relation to or in connection with the obtaining this Contract or performance of this Agreement or any other Contract with the Ministry/Missions/Posts in connection with the award of Contract or performance of the Agreement. The bidding company/OSP also shall not resort to any act of threat, promise, inducement, or intimidation against the officers of the Ministry/Missions/Posts for not agreeing to any particular request/demand either during the tender process or during the period of Contract.

20. If any violation is committed by the OSP in this regard, the Ministry shall be entitled to disqualify the Bidding Company or terminate the contract with immediate effect by giving a written notice to the Bidding Company or OSP. In that event, the Bid Security Deposit (EMD) or the Bank Guarantee (BG) for premature termination of Contract will be encashed by the Mission and the Bidding Company/OSP will be banned from taking part in future tenders of the Ministry and all the Ministry/Missions/Posts.

21. The OSP shall be responsible for the consequences arising out of such termination.

CHAPTER XIII: CONFIDENTIALITY AND PRIVACY LAWS

- 22.i. The Service Provider shall ensure complete confidentiality of the information provided by service seekers; for safe custody of all documents; and will further ensure that it is used for no other purpose than processing of the applications in conformity with Indian and local laws. The Service Provider shall indemnify the Mission/Posts in the event of any leakage of such information, or loss of passports/documents, during his/her handling of the outsourcing services, and any consequential claim made by the applicant/applicants or any local Government authority. Every incident of loss of passports/documents will invite a penalty of US\$1000 besides the entire cost of replacement and expenditure on legal and related issues, which are to be borne by the Service provider.
- ii. The Service Provider will ensure access of authorized officials from the Mission/Posts to its premises and documents.
- iii. The Service Provider will not represent himself/herself and will ensure that the Service Provider's officials and sub-contractors do not represent themselves as an official or agency or organ of the Mission/Posts or of the Government of India. Any violation in this regard will result in imposition of penalties against the Service Provider.
- iv. Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from Ministry. All material supplied to the ministry/Mission/Post in relation to the Bidding Company's proposal becomes the property of Ministry/Mission/Post and may not be returned to the Bidding Company, unless requested in writing beforehand and agreed to by the Ministry.
- v. The OSP is fully responsible for the personal and biometric data of the applicants seeking services in the ICAC and must ensure strict compliance of relevant laws in operation.
- vi. The OSP is required to comply with all national laws of the country of its operation related to privacy and data security. The OSP is solely responsible for any breach/violation of the local laws and would in no way seek involvement of Ministry/Mission/Post in any form, whatsoever.
- vii. Ministry will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'Confidential'. However, subject to the Right to Information (RTI) Act 2005 of the Government of India (GoI), Ministry may be required to release information supplied in this RFP in accordance with the provisions of that Act or by an Order of the Courts in India.

- viii. The information in this RFP, or otherwise supplied by the Ministry/Mission/Post or any of its representatives, is to be kept Confidential except to the extent already publicly available or authorized by Ministry/Mission/Post.

CHAPTER XIV: SUPERVISORY MECHANISM

23. **Supervisory Mechanism:** To ensure transparency and optimum performance in the functioning of the ICACs, there shall be a Monitoring Team comprising of the Consular Officer of the Mission concerned and the Manager of ICACs who shall meet on a weekly basis to discuss any issue pertaining to functioning of the ICACs and take note of the complaints received during the period. Any lapse shall be brought to the attention of the Manager, ICACS who shall ensure to rectify the same without delay failing which the penalty shall be imposed as per Service Level Metrics provided in the RFP.

CHAPTER XV: SERVICE LEVEL METRICS/PENALTIES

- 24a) Any violation of the terms and conditions mentioned in this RFP shall entail imposition of penalties on the OSP by the Ministry/Mission/Post. All penalties should be paid at the Indian Mission/Post locally by way of deposit to the Bank Account of the Mission/Post concerned.
- b) A Show-Cause Notice will be served upon the OSP by Ministry or Mission/Post concerned giving an opportunity to the OSP to explain their position **within 5 working days** from the date of receipt of such Notice. In case, the explanation submitted are not accepted, OSP shall be required to deposit the penalty amount in the Mission/Post concerned **within a period of 7 working days** from the date of issue of such a Notice.
- c) In case, penalties are not paid within 7 working days from the date of written communication from the Mission/Post concerned, additional penalties will be imposed on a **cumulative basis @ 0.5% of the penalty amount payable per day**, including holidays if reasons for such delays are not acceptable to the Mission/Post.
- d) In the case of non-payment of penalties for a period exceeding **four weeks**, Ministry/Mission/Post shall have the right to encash the Bank Guarantees as appropriate. In that event, Ministry also has the right to terminate the Contract by encashing the BG for premature termination of Contract and ban the company from future tenders of the Ministry.
- e) Details of the quantum of penalty with regard to violation of the various service level clauses of the RFP shall be as per the table mentioned below:

Sl. No	Parameter	Service Level	Penalty for Violation
	Delay in Opening a separate Bank Account for the outsourcing operations with the Mission	The OSP agrees to share the details of the Bank Account opened as per requirement of this RFP to the Mission/Post concerned before the start of outsourcing operations.	For any violation, the OSP shall be liable to pay USD 500 per day of the delay.
	Procedure for issue of Receipts	The OSP agrees to collect the fee as per the Fee Schedule provided by the Mission/ Post concerned and issue a single Receipt of the total amount received from the applicant for each CPV Service, including the Optional Service availed in that regard. The Receipt numbers shall be continuous and there shall be no unexplained missing Receipt numbers.	For any violation, the OSP shall be liable for penalty equivalent to the total amount paid by the applicant.
	Transfer of GOI fee/ revenue amounts received from the applicants to the Bank Account(s) of the Mission/Post concerned	OSP agrees to transfer the amounts received from the applicants including fee prescribed by GoI for providing CPV services, Indian Community Welfare Fund (ICWF) fees etc. to the Bank Account(s) of the Mission/Post concerned on the same day or in exceptional circumstances with prior notice to the Mission/Post concerned, on the next working day.	For any violation, the OSP shall be liable to pay a penalty equivalent to 0.5% of the un-deposited amount multiplied by the number of days of delay.

Sl. No	Parameter	Service Level	Penalty for Violation
	Bounced Cheque/ failed transaction	The OSP agrees to ensure that there shall not be any case of bounced cheque/ failed transaction while transferring the amounts to the bank account of Mission/Post concerned.	For any violation, the OSP shall be liable to pay a penalty of US\$500 per incident or 10% of the value of Cheque/ transaction whichever is higher. Repeated instances (more than 3 in a calendar year) of bounced cheque/ failed transactions may lead to levy of higher penalty of USD 1000 per incident or 20% of the value of cheque/ transaction whichever is higher.
	Loss/ Damage of Passports/ documents	The OSP agrees to be responsible for the loss/ damage of passports/ documents in his/ her custody and during transmission between ICAC and Mission/ Post/ Applicant.	For any violation, the OSP shall be liable to pay a penalty of US\$1,000 per passport or document lost/damaged. In addition, all replacement and legal costs claimed by the applicant in this regard shall be the sole responsibility of the OSP.
	Delay in submitting the completed application forms along with documents to the Mission/Post	The OSP agrees to be responsible for sending the application forms along with documents received from the applicants to the Mission/Post as per the schedule fixed by the Mission/ Post concerned.	For any violation, the OSP shall be liable to pay a penalty equal to the Service Fee charged by the OSP multiplied by the number of days of delay.
	Delay in returning passport/documents to applicants by OSP after having been received from the Mission/Post	The OSP agrees to be responsible for returning the passports/ documents received from the Mission/ Post to the applicants on the same/ next working day.	For any violation, the OSP shall be liable to pay a penalty equivalent to the Service Fee multiplied by the number of days of delay upto a maximum penalty of USD 100 in each case.

Sl. No	Parameter	Service Level	Penalty for Violation
	Postal/ Courier applications	<p>The OSP shall be responsible for bringing all postal/ courier applications into the main tracking system on the day of their receipt. Postal applications after scrutiny shall be transmitted to the Mission/Post on the next working day of receipt at the latest.</p> <p>The OSP agrees to provide a daily statement of details of postal/ courier applications received, indicating the tracking number, date/ time of receipt (verifiable from the tracking number) and the date/ time of despatch to the Mission/ Post.</p>	<p>For any violation, the OSP shall be liable to pay a penalty equivalent to the service fee multiplied by the number of days of delay.</p> <p>Any delay in providing a daily statement of such details will invite a penalty of USD 25 for each day of delay</p>

Sl. No	Parameter	Service Level	Penalty for Violation
	Scanning/ Digitisation and Indexation of documents	<p>The OSP shall be responsible for completing Scanning/ Digitisation/ Indexation of documents prior to sending the applications to the Mission/Post.</p> <p>In case of applications received directly at the Mission/Post concerned, the Scanning/ Digitisation and Indexation will be completed in a maximum of three working days, from the date of handing over such documents to the OSP.</p> <p>The OSP shall be responsible for providing a daily statement to the Mission/Post concerned of the scanning/ digitization/ indexation work done in respect of each service rendered and the shortfall, if any.</p>	<p>In case of delay in digitization beyond three days, the OSP shall be liable to pay a penalty at the rate of 1% of the Service Fee of the service rendered by the OSP, per application, per day of the delay.</p>

Sl. No	Parameter	Service Level	Penalty for Violation
	Provision of Optional Services	<p>The OSP shall be responsible for ensuring that Optional Services are not forced on the applicants through coercion or misleading information.</p> <p>OSP also understands that offering any unsolicited and unapproved Optional Service or overcharging for any service in the approved list is not permissible.</p> <p>The OSP shall be responsible for providing Optional Services in respect of each Mission/Post as mentioned in the RFP.</p>	<p>For any violation, the OSP shall be liable to pay a penalty equivalent to the amount charged from the applicant for the optional service in each instance plus also pay a penalty of US\$200 to Mission/Post for each such incident.</p> <p>Failure of OSP to provide Optional Services is not permissible and would lead to a penalty of US\$ 100 per service per week till the time such service(s) is instituted.</p>
	Collection of unauthorized amounts from the applicants	The OSP agrees to provide access to the Bank Statement of the designated Bank Account and its Statement of Daily Cash Collection to the Mission/Post concerned	If any unauthorized amount is found to be credited to the account or collected directly or indirectly from the applicant, the OSP shall be liable to pay a penalty equivalent to double the unauthorized amount collected or US\$100 whichever is higher, in each such case.

Sl. No	Parameter	Service Level	Penalty for Violation
	Short Collection of Fee	Any collection of fee short of the prescribed fee in any occasion shall be paid by the Service provider prior to raising invoice for the said month/quarter as in case may be	<p>If the service provider fails to pay the shortage of collection within the prescribed time (month) before raising invoice, an amount of 5 times the shortage of amount shall be levied to the Service Provider</p> <p>Ref: Assume the SP has collected \$2 lesser than the prescribed fee from 5 applicants. The total \$10 should be paid by the SP to the Mission/Post prior to raising the invoice. If the SP fails to do so, an amount of \$10x5 = \$50 shall be levied as penalty.</p>
	Opening of ICACs as per schedule	The OSP shall be responsible to open all the ICACs as per schedule along with the requisite infrastructure to the satisfaction of the Mission/Post to ensure smooth taking over of the operations from the previous OSP, or in the case of initial outsourcing, to avoid any inconvenience to the Mission/Post or the applicants.	Any delay in opening any centre as per schedule shall result in penalty of US\$1000 per day per Centre including holidays. Any delay beyond one month period shall lead to forfeiture of the Bid Security and Bank Guarantees pertaining to performance bank guarantee and premature termination of Bank Guarantee. In that event, the Mission reserves the right to terminate the Contract and ban the OSP from future tenders of the Ministry.

Sl. No	Parameter	Service Level	Penalty for Violation
	Working Hours of India Consular Application Centre (ICAC)	The OSP shall ensure that there shall be 40 working hours per week and 32.5 working hours for submission/ collection of applications at each ICAC, unless working hours are changed by the Mission/ Post in consultation with the OSP.	Any violation may lead to a penalty of USD 500 per day, unless commuted or decided otherwise by the Mission/ Post concerned in special circumstances.
	Location of the ICAC	<p>The OSP agrees to ensure that as specified in the RFP, location of the ICAC must be as per the information submitted in the RFP.</p> <p>Approval of Mission/Post concerned is required in each such case.</p>	Any discrepancies between the offer and actual location of the ICAC, unless specifically approved by Ministry/ Mission/ Post will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation, failing which, the Ministry reserves the right to terminate the Contract, encashing the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes at the discretion of the Ministry.
	Size of the ICAC	The OSP agrees to ensure that the size of each ICAC shall be approved by the Mission/ Post concerned.	Any discrepancies between the size approved by the Mission/Post concerned and actual size of the ICAC, unless specifically approved by the Mission/Post concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty @ of USD 300 per day for the next 30 days will be levied. Any delay beyond this period of 60 days will result in levying of penalty at the rate of USD 600 per day.

Sl. No	Parameter	Service Level	Penalty for Violation
	No. of Counters for Reception, Submission and Enquiry	The OSP agrees that he/she shall ensure that the counters at each ICAC shall be as approved by the Mission/Post concerned and that each counter shall, at all times, be manned by staff with appropriate qualifications. In case, a staff member is on leave, a substitute shall be provided and the Mission/Post shall be kept informed.	Any discrepancies on this account, unless specifically approved by the Mission/Post concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty @ of USD 100 per day for the next 30 days will be levied. Any delay beyond this period of 60 days will result in levying of penalty at the rate of USD 200 per day.
	Appointment of Centre Manager at each ICAC and a Country Manager	<p>Each ICAC should have a designated Centre Manager who is responsible for the functioning of ICAC.</p> <p>The OSP shall also ensure that a Country Manager responsible for operations of all the ICACs in the country concerned is appointed as Head of the ICACs.</p>	<p>Any violation may lead to a penalty of US\$200 till the matter is rectified.</p> <p>A part of the week will be taken as full week.</p>
	Overall Turnaround time at the ICAC	<p>The OSP agrees to ensure that the overall processing time for a CPV Service at the ICAC shall not exceed 60 minutes from the time of entry into ICAC (token generation) to the time of generation of submission receipt for the applicant.</p> <p>Clear audit trails of these times shall be made available to the Mission/Post concerned on a daily basis.</p>	<p>Violation between 10% to 20% of cases per day shall entail a penalty of Service Fee equivalent to 50% of the Service Fee charged by the OSP for the service rendered. Violation beyond 20% of the cases shall entail a penalty equivalent to the full Service Fee.</p> <p>Non submission of audit trails shall entail a penalty of US\$ 100 per day till the submission of the same.</p>

Sl. No	Parameter	Service Level	Penalty for Violation
	Waiting time at the call centre for telephonic queries	<p>The OSP agrees to ensure that the telephonic queries shall be responded to from 9 A.M. to 7 P.M. on all working days with updated information on a real time basis. Waiting time shall not exceed 3 minutes.</p> <p>A daily log indicating the waiting time and the handling time for each call shall be provided to the Mission/Post concerned on a daily basis.</p>	<p>Cases of call drops and delays in answering calls exceeding the agreed time by 20% of the total number of calls, shall attract a penalty equivalent to US\$ 1 per delayed call.</p> <p>Non submission of daily log may lead to a penalty of US\$ 100 per day till the submission</p>
	Email queries	<p>The OSP agrees to ensure that all email queries shall be answered within 24 hours, except in the case of queries that require consultation with the Mission/Post, where they shall be answered in 48 hours.</p> <p>OSP agrees to provide a weekly log of details of emails received and answered.</p>	<p>Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) shall attract penalties equivalent to US\$ 1 per delayed response.</p> <p>Non submission of weekly log may lead to a penalty of US\$ 100 per week till the submission</p>

Sl. No	Parameter	Service Level	Penalty for Violation
	<p>Five stage Website Tracking Mechanism - for passport and consular services as per the requirement.</p> <p>The tracking stages could be fewer for visa services as per requirement.</p>	<p>The OSP agrees to ensure that the status of processing and movement of documents shall have the following checkpoints, to be updated on a real time basis:</p> <ul style="list-style-type: none"> a) Acceptance of application form in the ICAC b) Dispatch of application form with documents to the Mission/Post c) Processing in Mission/Post d) Receipt of documents from the Mission/Post e) Dispatch of documents to the applicant giving details for tracking 	<p>Any violation shall lead to levying of a penalty equivalent to Service Fee of the OSP for the service rendered to the applicant.</p> <p>(OSP is responsible for installing such a system that reflects real time status).</p>
	<p>Provision of Courteous Services to the Applicants</p>	<p>The OSP agrees to extend courteous services to the applicants and will not allow any acts of omissions/commissions which will bring displeasure or unpleasantness to the applicants or bring disrepute to the Mission/Post or Government of India.</p>	<p>Any complaints of discourteous behaviour shall lead to levying of penalty equivalent to US\$100 in each instance on the OSP. A written apology shall be tendered by the staff of the ICAC to the Mission/Post concerned for discourteous behaviour.</p> <p>Violations beyond three times shall result in levying of penalty at the enhanced rate of USD 200 in each case. Repeated violation (beyond three) by the same staff member of OSP shall result in termination of his/her services.</p>

Sl. No	Parameter	Service Level	Penalty for Violation
	Premature Termination of Contract	The OSP shall give an Advance Notice of six months to the Mission/Post for termination of the Contract by giving reasons for the same.	Violation of this clause shall lead to forfeiture of the Bank Guarantee provided to the Mission/Post in this regard.
	Acceptance of Incomplete Documents	The OSP shall be responsible to accept application forms after due scrutiny as per the instructions of the Mission/Post.	The OSP shall ensure that completed documents are re-submitted to the Mission/Post at the latest within a period of seven working days, failing which a penalty equivalent to twice the Service Fee of the service sought by the applicant shall be levied.
	Return of Documents Without giving the reasons of writing	There should be no case of returning/ non-acceptance of the document without giving the reasons in writing.	Any violation shall lead to levying of a penalty equivalent to USD 50 in each case.

Sl. No	Parameter	Service Level	Penalty for Violation
	Payment of penalties (Operational penalties)	The OSP agrees to make payment of penalties as indicated in the Request for Proposal (RFP)/Agreement and shall also make payment of additional penalties, wherever specified, for any delay in payment of penalties imposed by Mission/Post.	<p>In case, penalties are not paid within seven working days from the date of written communication from the Mission/Post concerned, additional penalties will be imposed on a cumulative basis @ 0.5% of the penalty amount payable per day, including holidays if reasons for such delays are not acceptable to the Mission/Post.</p> <p>In the case of non-payment of penalties for a period exceeding four weeks, Mission/Post shall have the right to encash the Bank Guarantees as appropriate. In that event, Ministry also has the right to terminate the Contract by encashing the BG for premature termination of Contract and ban the company from future tenders of the Ministry.</p>
	Recoupment/ Replenishment of Bank Guarantees by the OSP in the event of encashment of Bank Guarantees by the Ministry.	The OSP agrees to ensure that in the event a bank guarantee is encashed by the Ministry, the OSP shall recoup that Bank Guarantee within two weeks of its encashment.	<p>Any violation shall entail a penalty equivalent to 10% of the Bank Guarantee to be recouped per week.</p> <p>Continued non-payment/recoupment may lead to encashment of all the Bank Guarantees, termination of Contract and a ban on participation in future tender process.</p>

Sl. No	Parameter	Service Level	Penalty for Violation
	Non-availability of hunting CCTV live feed	The OSP agrees to ensure that he/she shall provide hunting CCTV live feed of the ICAC to the Mission/Post.	Any violation shall entail a penalty equivalent to number of days of non-availability multiplied by US\$100
	No outsourcing/ No sub-contracting of CPV services by OSP on commission or royalty or on any other basis.	The OSP agrees to ensure that he/she shall not further outsource any CPV services to any person/company or entity on commission or royalty or on any other basis. No sub-contracting is permitted.	In case of violation on this account, the Ministry has the right to terminate the Contract, encash the Bank guarantee and impose a ban on taking part in tender processes, in future.
	Delay in submission of website certification.	The OSP agrees that he/she shall obtain and submit the requisite website certification within 3 months from the date of award of Contract.	Any delay beyond the prescribed period shall entail a penalty of US\$500 per day till the time the certificate is furnished to the Mission/Post concerned.
	Delay in submission of Insurance Policy in respect of the ICAC	The OSP shall agree that he/she obtain and submit to the Mission/Post the requisite Insurance in respect of the ICAC within 3 months from the date of award of Contract and will renew it appropriately.	Any delay beyond the prescribed period shall entail a penalty of US\$500 per day till the time the Insurance is furnished to the Mission/Post concerned.

Sl. No	Parameter	Service Level	Penalty for Violation
	Delay in submission of Third Party Audit Report	<p>The OSP must conduct a Third Party Audit of processes and procedures of the Work on annual basis and send a report to Ministry and relevant portions to Mission/Post concerned within one month of the completion of the annual period.</p> <p>In the first year of operation, the Report for the first six month of operation shall be submitted in the next one month. Similarly, the Report for the next six months will be submitted by the end of following month. Thereafter, the yearly report shall be submitted within one month of its falling due.</p>	Any delay beyond the prescribed period shall entail a penalty of USD 500 per day till the time the Report is furnished to Mission/Post concerned.
	Delay in submission of Bank Statements	The OSP shall submit a statement of transaction from the bank on a weekly basis to the Mission/Post concerned.	Any delay beyond the prescribed period shall entail a penalty of USD 25 per day till the time the Report is furnished to Mission/Post concerned.
	Adverse Security Report	Ministry reserves the right to carry our security verification of all the Board Members and Directors of the OSP. In case of joint venture or consortium, the security verification in respect of all the Board Members and Directors of such companies shall be done	In case of adverse security report, the Ministry reserves the right to take appropriate action including termination of the contract.

CHAPTER XVI: DISPUTE SETTLEMENT MECHANISM

25a) If a dispute arises out of or in connection with the obligations contained in the contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to resolve the same amicably between them. In the event the Parties are unable to resolve their dispute amicably, the following dispute resolution procedures shall apply:

- i. Any dispute or grievance not resolved amicably, shall, be forwarded by OSP to the Monitoring Committee which shall be headed by HOM/ HOP or DCM of the Mission / Post concerned. The Monitoring Committee shall also include the Head of Chancery and up to two members from the Mission / Post concerned, as considered necessary by the Chairman. A representative of the OSP may also be a member of the Monitoring Committee. The formation of the Monitoring Committee shall be at the discretion of the HOM/HOP concerned. After giving an opportunity of being heard to the OSP, the Monitoring Committee shall consider the matter and give its decision thereon in writing.
 - ii. If the dispute is not resolved at the level of the Monitoring Committee or within three months from the date of bringing the dispute to the Monitoring Committee, the dispute may be referred to the Appellate Authority in the Ministry. The Appellate Authority shall be headed by the Secretary / Additional Secretary or a nominee not below the rank of Joint Secretary and comprise of the Joint Secretary (CPV), one officer not below the rank of Director in the CPV Division; one officer from the Finance Division not below the rank of Deputy Secretary; one officer from the Administration Division not below the rank of Under Secretary.
 - iii. If the dispute is not resolved in the Appellate Authority, the Parties may submit the dispute to Arbitration under the Delhi International Arbitration Centre (DIAC) in accordance with DIAC (Arbitration Proceedings) Rules, 2018, as amended from time to time. In the Arbitration, before DIAC the applicable law shall be Indian law for all purposes, both substantive as well as procedural. The working language of the Arbitration shall be English. The seat of Arbitration shall be at New Delhi. The decision of the Arbitration Tribunal shall be final and binding on the Parties.
- b. It is, however, made clear that any dispute between the OSP and its partner/local partner shall be the sole responsibility of the OSP. Similarly, any problem arising out of such dispute that may affect the outsourcing of CPV services shall be the sole responsibility of the OSP. Ministry/Mission/Post concerned shall not, in any manner, be responsible for such a dispute and in the event of such a dispute affecting the CPV services in the concerned Mission / Post, the penal provisions indicated in this RFP shall be applicable.

CHAPTER XVII: RESPONSE TO THE RFP

[Bidding Company should carefully fill Annex-C and Annex-D]

26. The Bidding Companies should clearly convey their responses as indicated below:

I. Basic Information

- i. The response of the Bidding Company must be in the same order of the items in the RFP and in text form only.
- ii. The Bidding Company should indicate the Service Fee inclusive of VAT and local taxes in local currency, as specified by Mission/Post. Any changes to the Service Fee would be in accordance with Chapter VII. Determination of Service Fee. The prices for VAS are also inclusive of VAT and local taxes.
- iii. The Bidding Company should carefully fill in Annex-C and Annex-D and familiarise itself fully about the details in Annexures-A, B, C and D, before responding to the RFP.
- iv. The Bidding Company must, in the Financial Bid format (Annex-C), provide details of the costing process by which the Service Fee has been determined.

II. Method Statement

27. The purpose of the Method Statement is to enable the Mission to evaluate the Bidding Company's understanding of the requirements and to assess the Company's proposals ability to meet them through the solution proposed in the bid. The Bidding Company's method statement should precisely describe clearly how he/she will provide for each of the main requirements indicated under 'Scope of Work and Deliverables Required'. Explanations may be given under the following headings and order. Particular questions to be addressed in the Bidding Company's response are given below:

i. Professional Plan

- a. Provide details on the Company's experience in the areas relating to this Proposal. This must be substantiated adequately by supporting documents, relevant website links, and presentation by the Bidding Company.
- b. Provide details on the capacity for flexibility in service provision - e.g. a sudden increase in demand.
- c. Provide details on the proposals for monitoring and evaluating services rendered.
- d. Provide details on the proposals for innovative website design and online development.
- e. Provide details on the proposals for managing risks and contingencies.

ii. Resource Plan

- a. Provide details of the resources expected to be used to service the Contract, including the number of staff expected to be employed for providing the service. Also include an organizational chart indicating responsibilities and reporting lines in respect of this proposal.
- b. Indicate in each case the number of Staff expected to be drawn from within the service providers' organization, staff newly recruited, and staff on part time employment under this Contract.
- c. Explain the plan for the training of Staff to be employed under the Contract.
- d. Give names and positions held by Key Staff who will be responsible for the management of the contract, along with their experience in this field. Copy of the Service Contract or Appointment letter may be provided.
- e. Provide curriculum vitae for each member of the Key Staff mentioned above.
- f. Provide detailed sub-contract plan, if any, within the limits permissible under the terms of this RFP.(Copies of all sub-contracts entered into by the Service Provider to implement obligations under this Agreement should be provided).
- g. Provide step-by-step Plan for ICAC rollout.

iii. Quality Plan

- a. The Bidding Company should give precise details as to how it will ensure that a high quality Service is maintained and how the performance targets mentioned in the Statement of Service Requirements will be met in respect of the following:
 - i. The monitoring and reporting on the quality of the Services delivered, including the performance checks that will be performed, their frequency and scope, and who will perform them.
 - ii. The proposed contract management and supervisory systems.
 - iii. The proposed customer liaison arrangements, including procedures for dealing with complaints and problems.
 - iv. The proposed arrangement to ensure a fully-updated and accurate website for application status and information to applicants, in the format required.

b. Additional Information

- i. The Bidding Company should give any additional information that it thinks would be useful in support of its proposal, including any additional facilities not included in the Statement of Service Requirements that will make the Service more customer-friendly.

CHAPTER XVIII: SUBMISSION REQUIREMENTS

28. The Bidding Company should submit its proposal as per the format below:
- i) A separate envelope containing a Demand Draft (DD) or Bank Guarantee (BG) for Bid Security Deposit (EMD). Bids received without EMD will be summarily rejected. The Bidding company should submit the amounts on its own. DD or BG provided by a third party on its behalf is not acceptable.
 - ii) A separate Envelope containing the Technical Bid.
 - iii) A separate Envelope containing Financial Bid including Annex-C for Service Fee and charges for OSs.
 - iv) All the above three envelopes should be superscribed with titles indicated in bold letters above and sealed and enclosed in a larger envelope, securely sealed and superscribed as 'Tender Documents for Outsourcing of CPV services'
 - v) The Bidding Company should enclose a Declaration by the Bidder in the format at Annex-F, along with the Technical Bid.
29. The Financial Bid should be in the format prescribed, as indicated in Annex-C, and should provide each of the following figures separately:
- a. **Basic outsourcing activities** as per deliverables included in the RFP, including digitisation and indexation of documents
 - b. **Enrolment of Fingerprint biometrics;**
 - c. **Facial biometric capture.**
(The Service Fee, based on which the evaluation of L1 will take place, will be the total of a, b and c above).
 - d. **Optional Services** for specified services. The price quoted should not exceed the maximum price prescribed by the Mission. However, the Service Provider can offer prices lower than the maximum prices fixed by the Mission, as per the commitments made in Annex--E in the Technical bid. The value of the OS will be determined on the basis of the total of prices offered.

CHAPTER XIX: OPENING OF BIDS

30. The stages of opening of bids will be as under:
- i) **Technical Bids**
 - a. In the first stage, only the envelopes i and ii mentioned in para-28 above, containing the Bid Security Deposit (EMD) and the Technical Bid, along with the prescribed Annexes, will be opened on the appointed date and time (Date of closure of Bids), in presence of the bidding companies (one representative each) and members of Mission's/Post's

Tender Committee for Outsourcing (Tender Committee) and shown as a token of receipt of the documents in time. The sealed envelope containing the Financial Bid will be shown to the members present, but will not be opened at this stage.

- b. The bids which are not accompanied by the Bid Security Deposit and a separate envelope for the Financial Bid will be summarily rejected.
- c. The representatives of the Bidding Companies will sign a statement as per proforma prescribed by the Mission as a token of confirmation of the documents having been received in the Mission in time. Tender documents received after the scheduled time will not be considered.
- d. The Technical Bids will be examined and evaluated by the Tender Committee subsequently in the Chancery on the basis of responses to the RFP. Technical Bids which do not fulfil the mandatory criteria as per Annex-D will be disqualified. Incomplete responses by the Bidding Company to the details requested would lead to rejection of the Technical Bid as unresponsive. Bidding companies which do not obtain 70% marks in the evaluation as per Annex-E will not be considered for qualification to the Financial Bid stage.
- e. Consideration of the technical bids by the Tender Committee of the Mission/Post may take up to 1 to 2 weeks.

ii) **Financial Bids**

- a. The Financial Bid(s) of the Bidding Company(s) disqualified in the Technical Bid stage will not be opened for financial Bid evaluation. The Financial Bid in sealed condition will be returned to the Bidding Company, unless deemed by the Mission as required for investigation purposes. The Bidding Companies which did not qualify in the Technical Bid stage will be informed of the reasons for their disqualification by email. The Bid Security Deposit will be returned not later than seven working days from the date of information of the disqualification.
- b. Before the opening of the Financial Bids, the marks obtained by the various bidders in the Technical Bid stage will be communicated by email.
- c. Bidding companies, which have qualified in the Technical Bid stage, will be informed by email to be present on the date and time fixed by the Mission and the financial bids will be opened in their presence along with members of the Tender Committee.
- d. The financial bid for Service Fee in three components, namely, basic services, biometric enrolment of ten-finger print, enrolment of facial biometrics along with prices for VAS will be opened on the same day. The prices quoted for Service Fee by L1, L2 and so on, will be announced along with the details of Total Expenditure and Total Receipts quoted by the respective Bidding Companies. (Copy of the Costing Sheet of the Bidding Company will not be provided to others as it is deemed commercially confidential).
- e. Thereafter, the Financial Bid (Annex-C) will be evaluated by the Tender Committee in the Mission in regard to the viability of the Service Fee for the Service Provider to be

able to provide services of the desired quality. The Financial Bids, which are found to be unviable, are liable to be rejected as unresponsive. Of the remaining Financial Bids which are found to be viable, the lowest evaluated Bidder will be decided on the basis of the number arrived at as per the following formula:

$(\text{Service Fee offered} \times 0.8) + (\text{VAS charges offered} \times 0.2)$

The value of VAS is the sum of VAS prices offered by the Service provider for the Value Added Services in the approved list.

- f. The above decision will be conveyed only in the meeting of the representatives of the Bidding Companies, which have qualified for the Financial Bid stage. The date and time of the Meeting will be intimated by Mission by email. (The results of the Financial Bid will not be intimated by email at this stage).
- g. During the Meeting, the names of the Companies rejected for lack of viability and the names of the Companies who have qualified in the Financial Bid stage will be announced. The weightage value of Service Fee of all the qualified Companies will be announced and L1 will be selected accordingly. In the case of a tie, where more than one company has quoted the same evaluated lowest price, the Bidding Company graded higher in the evaluation of Technical Bids will be declared L1. In the event of a tie in this procedure as well, the company which has quoted lower in Service Fee would be declared L1. Accordingly L1 will be declared in the Meeting and the announcement for award of contract will be made.
- h. The weightage value of the Service Fee is only for the purpose of determination of L1. The Service Fee for the purpose of operations will be as per the price offered by the bidding Company.
- i. In the case of Countries where the Ministry decides there will be two Service Providers operating simultaneously, both L1 and L2 will be asked to operate at the L1 price.
- j. The award of Contract to the winning company will also be informed by email to all the qualifying Companies in the Financial Bid stage.
- k. The Bid Security Deposit will be returned to the unsuccessful Bidding Companies within 15 days of the final award of Contract. However, in the case of the company which has been awarded the Contract, the same will be returned only after submission of the requisite bank guarantees and signing of the Agreement. If the Company fails to sign the Contract along with the Bank Guarantees, or fails to complete the procedures for opening the IPACs as per the time schedule stipulated by the Mission, the Bid Security Deposit will be retained by the Mission and the Company may be banned from participation in future tender processes.

CHAPTER XX: BIDDING SCHEDULE AND PROCESS

31. The following table lists important bidding process milestones and time for completion*:-

Date	Event
Friday, 10 July 2020	Release of RFP
Wednesday, 15 July 2020	Last date for receiving written questions from prospective bidders
Thursday, 23 July 2020	Uploading of questions of bidders and their replies
Thursday, 30 July 2020	Pre-bid conference at the Embassy
Monday, 10 August 2020	Closing date for receiving bids
Monday, 10 August 2020	Opening of Technical Bids
Thursday, 20 August 2020	Announcement of results of Technical Bids
Thursday, 27 August 2020	Opening of Financial Bids of qualifying companies
Thursday, 10 September 2020	Award of Contract
Friday, 11 September 2020	Transition with the existing OSP begins
Monday, 02 November, 2020	Commencement of operations

*Subject to variations due to administrative/logistic reasons.

The proceedings of Pre-bid conference, opening of technical bid, opening of financial bid etc. shall be video recorded.

i) **Queries and Mission's Responses from bidding companies**

All queries from the Bidding companies relating to this RFP must be submitted by email only exclusively to email id: hoc.washington@mea.gov.in. The queries must be in an attached file in word format only. MISSION will endeavour to provide answers to all questions raised by the Bidding companies. However, MISSION will not correspond with the Bidding companies directly in this regard. A gist of all the questions from different bidding companies and responses for the same will be uploaded in the Mission's website without indicating the name of the enquiring companies. **All email communications by Bidding companies to MISSION should be addressed to email id: hoc.washington@mea.gov.in.** only. It is the responsibility of the bidding companies to monitor the website regularly for all the information pertaining to the tender process.

ii) **Pre-Bid Conference**

1. Mission will host a Pre-Bid Conference, tentatively scheduled as indicated in the table above. The purpose of the conference is to provide Bidding companies with information regarding the RFP and to clarify any points on the replies sent by Mission to the queries by participating companies.
2. The date, time and venue of the conference will be intimated to all Bidding Companies through the website of the Mission.
3. The representatives (not more than two per company) of the interested bidding companies may attend the pre-bid conference at their own cost.
4. Any further queries raised during the pre-bid conference will be responded to in a consolidated form and uploaded to the website of the Ministry. After this no further queries will be responded by Mission.

iii) Supplementary Information to the RFP

If Mission deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information will be made available on Mission's website. Any such supplement shall be deemed to be incorporated by this reference into this RFP. It is the responsibility of the bidding companies to constantly monitor the website of Mission for any latest information.

iv) Proposal Preparation Costs

The Bidding Company 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/discussions/presentations, preparation of proposal, in providing any additional information required by Mission to facilitate the evaluation process, and in negotiating a definitive Agreement and all such activities related to the bid process.

v) Mission's Right to Terminate the Process

Mission has the right to terminate the tender process at any stage before awarding the contract without assigning any reasons.

vi) Conduct during Tender Process

Any attempts by bidding companies to disrupt the integrity of tender process will result in disqualification of such companies from the tender process including a ban on participation in future tenders of the Mission. The bidding companies should not contact officials of the Mission/Ministry during the tender process and any queries must be through email only addressed to: **The Head of Consular Wing of the Mission** at email ID: mincons.washington@mea.gov.in.

CHAPTER XXI: TIMELINES AFTER AWARD OF CONTRACT

[Bidder is expected to describe how he plans to fulfill these requirements. The terms and conditions mentioned in the RFP will remain the same.]

32. The Service Provider must ensure the following:

Within 10 days of award of contract

- a. Selection of premises for the ICAC and approval of Mission/Post for the same - within 10 days of award of contract. Service Provider must certify and provide documentation from concerned authorities that all local regulations of the Country/City are being complied with. ICAC must be located, preferably, within 3 miles of the Mission and Posts in a reputable area where security is not an issue, and must be easily accessible by public transport. Where more than one ICAC is envisaged, at least one Centre must be within 3 miles, as prescribed by the Mission, from the Mission/Posts. In other cities (where Mission/Post is not located), the ICAC must be in a reputed area as mentioned above.

Within 21 days of award of contract

- b. Finalization of premises and signing of the contract between Mission and Service Provider - within 21 days of award of contract or within such time-limit as may be specified by the Mission.

Within 30 days of award of contract

- c. 30 days after award of contract, the Mission will evaluate the situation. If not satisfied with the progress made by the service provider to commence the services, the Mission will have the right to terminate the Agreement and encash the Bank Guarantee provided for premature termination of the Contract. In such an event, the country as a whole will be awarded to any of the remaining SP as per the discretion of the Ministry/Mission.
- d. Simultaneously, personnel for ICAC must be selected, trained, and should be in place within 30 days after award contract. The Service Provider must provide employee details together with a copy of the signed contract.
- e. Personnel selected for ICAC must be available to the Mission/Posts for training for 10 days in Mission/Post - 2 weeks prior to commencement of services.
- f. The prospective OSP may endeavour to get its personal trained from the outgoing OSP at Mission/Post concerned for 15 days for the taking-over process - 2 weeks prior to commencement of services.

Within 45 days of award of contract

- g. Readiness of the ICAC premise, including installation of hardware, furniture, signage etc – Within 45 days of signing of the contract.

- h. The timeline is only indicative in nature and can be modified by the Mission/Post as per administrative requirements or to meet with the deadline of the expiry of the existing Contract etc.

Sl. No.	Milestone	Time for Completion
	Award of Contract	T
	Identification & Selection of Premises	T+10 days
	Parallel placement of Personnel	T+15 days
	Signing of the Contract between Mission and the OSP and finalization of premises	T+21 days
	IT & Non IT Infrastructure	T+30 days
	Manpower (after due trainings & handshake)	T+30 days
	Operations & implementation	T+45 days (tentative)

Delay in opening ICACs:

- Any **delay** in opening ICACs beyond the appointed date will entail a penalty of US\$1000 per day per centre.
- Mission/Ministry has the right to encash the Bid Security Deposit (EMD) / Bank Guarantees (BGs) depending upon the quantum of penalty, if the above penalties are not paid within one week of the imposition.
- Mission/Ministry has the right to blacklist the bidding company / OSP from participating in the future tender processes of the Ministry.
- Mission/Ministry has the power to waive any period of penalty or amount of penalty on the basis of reasons provided by the OSP.

CHAPTER XXII: STATEMENT OF SERVICE REQUIREMENTS

33. The Service Provider shall establish Indian Consular Application Centres (ICACs) adhering to good industry practice standards in USA in the following cities in accordance with the timetable for commencement of operations agreed with the Mission/Post. All the ICAC locations must commence operations simultaneously.

1. Washington DC
2. Atlanta
3. Chicago
4. Houston
5. New York
6. San Francisco

CHAPTER XXIII: DECLARATION

34. The bidding Company should enclose a declaration duly signed as in Annex-F.

CHAPTER XXIV: SENDING THE BIDS TO MISSION

35. The Bids should be sent to Mission as explained below:

- a. The proposal should be addressed by name to “Mr. S Gopalakrishnan, Head of Chancery, Embassy of India, 2107 Massachusetts Ave. NW, Washington DC 20008” and sent so as to reach before the due date. The Bids must be submitted in a secure package as explained under submission requirements and in the following manner:
 - (i) A separate Envelope containing the signed original of the Technical Bid
 - (ii) A separate Envelope containing the signed original of the Financial Bid including Annex-C for Service Fee and charges for OSs
 - (iii) A separate envelope containing the bid security amount (EMD) in the form of a Demand Draft (DD) or Bank Guarantee (BG)
 - (iv) The Bidding Company should enclose a Declaration by the Bidder in the format at Annex-F, along with the Technical Bid.
 - (v) Four copies of the original proposal
 - (vi) A CD copy of the proposal in Microsoft Word

All the above envelopes should be superscribed as ‘**Tender Documents for Outsourcing of Passport/Visa/OCI/Renunciation Services and GEP**’ in bold letters above, sealed and placed in a larger envelope securely.

- b. Faxed or e-mailed proposals will not be accepted. The envelopes should be superscribed 'Tender documents for Outsourcing of Passport Services'.
- c. The proposal must contain the information required by the RFP, and signed by the authorized representative of the Bidding Company.
- d. The original must be signed by an authorized representative of the Bidding Company. This copy is deemed to be the master copy.
- e. The proposal must be received by 1500 hours (EST) on Monday, 10 August, 2020. The Technical bids will be opened in the presence of the Bidding Companies or their authorized representative (limited to one person per bidding Company only) at Embassy of India, 2107 Massachusetts Ave. NW, Washington DC 20008 at 1530 hours (EST) on the same day.
- f. The receipt of the proposal will be duly acknowledged as and when received.

- g. The name, title, profile, address, phone and fax numbers, website and e-mail address of the Bidding Company in respect of this RFP must be provided to the Mission in the proposal. This must be sent to the Mission along with the Organization Profile as indicated in Chapter I: Pre-Verification immediately for verification of antecedents.

CHAPTER XXV: RFP FORM TO BE SENT TO:

Name: Mr. S. Gopalakrishnan
 Title: Head of Chancery
 Address: Embassy of India
 2107 Massachusetts Ave. NW
 Washington DC 20008

36. All requests for further information/queries related to this RFP may be sent to the following email id: hoc.washington@mea.gov.in with the subject title “Tender for Outsourcing of CPV Services”.

CHAPTER XXVI: LIST OF ANNEXES:

37. Following is the list of Annexes forming part of this RFP:

Sl. No.	Annex	Title	Page No.
1	Annexure A	Technical parameters for digitization	
2	Annexure B	Biometric specifications	
3	Annexure C	Financial Bid	
4	Annexure D	Mandatory Criteria	
5	Annexure E	Technical Bid Evaluation	
6	Annexure F	Declaration by the Bidding Company	
7	Annexure G	Bank Guarantee format	
8	Annexure H	Bid Cover Letter and Declaration	
9	Annexure I	Organisation Profile	

Annexure A: Technical Parameters for Digitization

Technical specifications for Digitization of CPV documents

1. Deliverables

Scanning/ Digitization work of relevant documents has to be carried out as part of the services rendered for Indian Mission/Post. All the infrastructure/ manpower shall be the ownership of to vendor. In most of the cases, most of the documents are supposed to be uploaded by the applicants. Such documents uploaded by applicant need not be scanned. This scanning shall be part of application processing, means the scanned documents need to be submitted to the mission, at the time of submission of applications to the Mission/Post. Scanning/ Digitization work of Passport, Visa, OCI, PIO etc., as per the specifications below. Uniform and Standardized software should be used for image processing. (The image processing should ensure that the quality and the content of the image are maintained intact). The data is to be provided to Mission/Post by uploading on the designated server and also through CD/DVD (as decided by the Mission/Post). While CD/DVD storage is one of the desirable formats, the vendor should ensure to store in any magnetic media viz., Hard-Disks, high-volume Pen drives etc. (as per requirement of Mission/Post), At any point in time the documents should be retrieved. Vendor should ensure upward revision of storage. Password protection of data shall be as per requirements defined by the Mission/Post.

2. Job Specifications

The project is inclusive of jobs like all statutory levies, transportation, taking over documents, re-arranging, stapling–de stapling, scanning/ verification - validation/ Meta data entry, handing over and finally supplying the contents in the DVD media, rebinding of the documents etc. The empanelled vendor has to scan the documents which may be in the form of loose sheets, files, registers. At the end of the job, the vendor needs to return the documents in their original shape. Bound documents, unless otherwise permitted should never be unbound. Such documents would be scanned by the vendor using appropriate Book-Scanning devices.

1.1. Jobs Specifications are as follows:-

- Job 1:** Scanning one page of size A3/A4 with minimum of 200 DPI.
- Job 2:** Scanning one page of size A2 with minimum of 200 DPI.
- Job 3** Scanning of one passport size colored photograph and/or Signature with 200 DPI.
- Job 4:** Entering Meta data of about 300 Character (pertaining to each case) with 100% accuracy. [Wherever necessary, such metadata can increase upto 500 characters]. The 300 characters should capture the essence of the document under global prescribed standards.
- Job 5:** OCR / ICR of one Page of scanned Image

Job 6: Image conversion to PDF format. In future Gol may ask for digital signature on these documents. The PDF files thus created should (in future) be capable of including DIGITAL SIGNATURE CERTIFICATES. The PDFs thus created should be capable of being read by Adobe Version 5 and above, apart from being possible to integrate with PDF readers other than Adobe.

- i. The vendor needs to arrange the retrieval software also. The retrieval software should have the provision to retrieve the image file on the basis of any Indexing field.
 - ii. Depending upon the document, the vendor may have to use OCR/ICR setups. The desired accuracy will be 99%. The accuracy shall be verified at random of at least 1:10 ratio.
- Password for the DVD need to be communicated in writing to the respective Indian Missions. Frequency for change shall be decided by the respective mission.
 - Vendor need to maintain the backup media for a period of 12 months. The scanned documents shall be seamlessly moved to the central system online. The fields to be indexed/OCR/ICR will be in English only. The vendor shall reconcile the documents before handing over back to the concerned Indian Mission/Post.
 - No hardware shall be provided by the Ministry /Indian Missions/Posts.
 - 100% accuracy is mandatory in indexing, which shall be verified against the scanned image. The Ministry shall evaluate accuracy on random verification basis. If the image is quality is poor or if the document digitized is not properly readable, the same rejection conditions apply.

2. Specification of images:

- a. Should be black and white at 200 DPI with size not exceeding 1000KB per page
- b. Average page size should not exceed 100kb excluding the pages having photograph.
- c. Images should be de-skewed.
- d. Images should be checked for black borders.
- e. First page with photograph of the application should be scanned in both color and black and white.
- f. All pages in an application should be scanned as available in the file.
- g. Once the files are scanned, the OSP should put all checks in place so that the quality of the images is further enhanced.
- h. Password protection of image/artifacts shall be provided as per requirement of Mission/Post concerned.
- i. Each scanned file should be linked to metadata of the application file reference number.
- j. DVD Naming nomenclature should be followed as per the requirement of the Mission/Post concerned.

The DVD/other media like Pen Drive etc., format of submission is an

indicative process. In future the Ministry can ask the OSP to submit live to the central system and /or submit the same in any other form of magnetic media, as found appropriate at the time of execution of the system.

All blank pages should be deleted

- The photograph should be cropped, extracted from the color image of first page and appended at the end of the PDF file from the color image of the first page of the application.

The final PDF output created by the OSP should have the pages in the following order:

- i) Receipt
- ii) Main Application form
- iii) All supporting documents available in the file
- iv) Cropped color photograph from first page.

3. **Parameters for retrieval of consular documents** *[Depending upon the service for which application has been accepted]*

- a. File Reference Number
 - b. Date of Application
 - c. Issue Date
 - d. Passport Number/Visa Number/OCI Number/ Number *[Depending on the service for which application has been accepted]*
 - e. Applicant Name
 - f. Father's Name
 - g. Gender
 - h. Date of Birth
- a. Vendor should match the data created by them with the existing electronic record of the government.
 - b. While matching this data, the preference should be given to the existing electronic data (if it exists), as the same data is already printed on the issued documents like Passport, OCI, Visa etc.
 - c. Instances where the vendor comes across records which do not match with the master data, the vendor needs to enter data for all the parameter mentioned above as it is.
 - d. PDF for the matched records should be named as the File Number mentioned on the Cash Receipt or the application form e.g. USANG1484808.pdf where first 4 alpha "USAN" is the Site code and "G1484808" is the File number (File number should be 1 alpha and 7 numeric where the last 2 numeric "08" is the year). In case the numeric is less than 7 preceding 0's should be used.
 - e. PDF for the unmatched records should be named using a unique sequential number for each site.
 - f. The following data format and naming strategy should be strictly followed for easy data loading Centrally and locally:
For each Category for documents (Passport, Visa, OCI), there are three types of files (Image File, Csv with Metadata, Text file with Zero bytes). The DVD naming convention is briefed below:
DVD naming nomenclature should be as follows for successfully uploading of DVD into DMS server:
 1. One PDF folder which contains all scanned pages in PDF format for each individual case (file number) in grey scale with average page size less than 50 KB, one cropped

colour photograph for each case and All pdf files in pdf folder should have filename in **upper case including extension** i.e SAURV02345.PDF

2. The DVD should have single CSV file containing metadata of all the pdf files and all meta data should be in **upper case** .

3. Naming convention of CSV file and pdf folder should be as given below:
mission_code(4 Char)+application type(1or 2 char)_outsource agency(3 Char)_date(in DDMMYY format)

e.g.

CSV File : ABCD_XXX_241013.csv

Folder Name of pdf : ABCD_XXX_241013 and files in this folder ABCD02345.PDF

The naming convention is indicative. In future the conventions may be altered or automated by the Ministry

Application Type code

V for Visa application

Blank for Passport application

OC for OCI application

Data Submission/Acceptance:

Sample DVD should be submitted to NIC/MEA Delhi and final DVD should be created only after written approval and confirmation of the sample DVD.

The final data should be written on to DVD's in 2 copies to be submitted [one at Indian Mission/Post and other to the Ministry]. However, the OSP need to keep the complete set of data till the confirmation on uploading the data either in the mission or in the central System but not beyond six months from the date of submission of the DVDs. The Final Data should be supported with the year wise list of number of files. The data submitted in the Computer Cell, CPV Division would be tested as per the laid down procedure, which includes testing of data as per upload compatibility with local setup of Mission and IVFRT setup. Once the DVDs are found to be correct in all aspects, the DVDs would be sent for uploading to PRIDE/IVFRT system as the case may be. Mission also would be intimated about the status of the DVDs and DVDs would be uploaded locally at the Mission too.

6. DVD Naming nomenclature should be followed as below during burning of DVD as well as on Hard copy when DVD is supplied to Mission and NIC

Mission code document category_vendorcode_serialnumber.

e.g USANV AGENCY CODE 0001

USAN Mission code for New York (USA).

V Document category Visa

O For OCI

for Passport it should be blank

Note: The code here is of the Mission and not for country

The DVD/Other MEDIA like Pen-Drive etc., format of submission is an indicative process. In future the Ministry can ask the vendor to submit live to the central system and /or submit the same in any other form of magnetic media, as found appropriate at the time of execution of the system.

DVD/Optical data submission shall be discarded over a period of time (3 months) after the system gets stabilized with ONLINE DOCUMENT SUB

Annexure B: Specification for Biometric Enrolment

Provisioning Implementation of Biometric Enrollment at Indian Missions

1. Enrollment of 10 finger printers as per the format specified at annexure-“A”. It may be noted that the finger print enrollment application software shall be provided by Government of India. NIC had already integrated few devices (Morpho Top 100, Cogent CS500E and Suprema RSG10) with application software. If outsourcing agency deploy different make/ models certified by STQC (http://stqc.gov.in/sites/upload_files/stqc/files/UID%20certificate%20of%20approval%20list%2013-10-2011.pdf), GOI technical team shall integrate the proposed device with its enrollment software. For the purpose on integration technical resource of the concerned outsourcing agency need to interact with NIC technical team and provide all the SDKs, DLLs and other technological requirements. Recording of the finger print enrollment process with time stamp shall be part of the other infrastructural requirements (as per the requirements of mission/ local laws) in finger print enrollment process. **Enrollment software shall be provided by the Ministry.**
2. Enrollment of facial biometric as per the Indian eGovernance standards available on <http://egovstandards.gov.in/> . Government of India may provide the facial capturing software for the purpose. Annexure

I. Technical Specifications

A. Requirement of Number 4+4+2 FP Biometric Devices

S No.	Item	Make / Model
1) Enrollment	4+4+2 FP BiometricDevice	As specified in the STQC certified list http://www.stqc.gov.in/

B. Technical Tools required to support integration efforts of the devices with IVFRT systems:

S	Mandatory Technical Requirements
A	Supply SDK and API (Enrolment) (.Net and Java)
1	SDK for 4+4+2 Capturing
2	SDK with capability for Fragmentation to 10 Images
3	NFIQ Quality Check with grading
4	Images - Raw, PNG, WSQ, JPEG 2000 Loss less Images, ISO 19794-2,ISO 19794-4

S	Mandatory Technical Requirements
5	Minex Compliant Alogorithm for Minutia Extraction (ANSI-378)
6	Necessary Licenses (should not expire)
7	Minutia Templates (Proprietary)
B	Technical Requirements for 1:1 Verification Software
	1) Minex Compliant Algorithm for Minutia based matching on the same 4+4+2 device
C	Recording of the biometric enrollment process shall be mandatory in addition to other requirements of the RFP and local laws

C. Technical Specification for Slap Fingerprint Scanner (Recommended) “4-4-2” Finger print Device SpecificationAs per specifications provided by STQC.

Device Characteristics	Values
Capture Mode	Plain live scan capture
Image Acquisition requirements	Setting level 31 or higher
Image evaluation frame rate	>3 frames/sec, continuous image capture
Capture Mode	Auto capture with built-in quality check (incorporates NIST quality considerations)
Capture Area	>76mm x 80mm
Connectivity*	USB 2, USB-IF certified
Power	Through USB
Dimension (W x H x D)	<160mm x 160mm x 160mm
Weight	Maximum 2.5 Kg
Operating Temperature	0 - 50C
Humidity	10 -90% non-condensing
Durability/Shock	IP54

*Total of only 1 USB port available for connectivity and power

Notes for the bidder:

1. The biometric devices should comply to the National e- governance standards for Biometrics <http://egovstandards.gov.in/standardsandFramework/biometric-standards/view>.

1. SDK environment should be in Java and .net.
2. Extraction and Matching Algorithm should be Minex Compliant/listed
3. Fingerprint Device should support 4+4+2 capture & storing of the image in raw format, Lossless PNG, **ISO 19794-2,ISO 19794-4 and ANSI-378 format**. The devices shall also support segmenting, compressing images to WSQ format(1:15 compression ratio) and/or lossless JPEG2000
4. SDK should be available for integrating the finger print device with the application software. During the integration of the device with our application, vendor has to ensure technical support from the manufacturer regarding SDK as and when required.
5. Drivers for the device should be available on Windows and/or Linux platform
6. High quality computer based fingerprint capture (enrolment)
7. Capable of converting Fingerprint image to “Fingerprint image and Minutiae data standard for e-Governance application in India” formulated by Department of Information Technology, Ministry of Communications and Information Technology (DIT), GOI.

Annexure C: Financial Bid

PART-I

(This information will be kept Confidential and will not be divulged to other Parties unless specifically required under RTI Act or under the Order of the Court)

Standard Cost Sheet for outsourcing of Passport/Visa/OCI/Renunciation Services and Global Entry Programme (GEP) in the Embassy of India, Washington DC and at the Consulates General of India at Atlanta, Chicago, Houston, New York and San Francisco.

(Please provide details for every centre separately)

Note: All items under part I, II and III are to be filled correctly without any omissions.

Any vague details may lead to rejection of the bid.

Note: This Financial Bid should be enclosed and sealed in a separate envelope superscribed 'Financial Bid'.

Note: Mission has the right to disqualify the bidders in the Financial Bid stage if the costing details are not commercially viable and found to be unsustainable, treating the Bid as unresponsive.

Section – A

[Bidder is expected to describe how he plans to fulfill these requirements. The terms & conditions mentioned in the RFP will remain the same.]

- (a) Location/Address of the Centre
- (b) Accessibility by public transport/taxi
- (c) Distance from the Mission/Post
- (d) Total area of the Centre in Sq. mts.
- (e) Location of the ICAC is as per local zoning regulations: ... Yes.

Section – B

S No.	Parameter	Total anticipated cost (in local currency)			Remarks by Ministry		
					(official use only)		
A	B	C	D	E	F	G	
		Monthly	Annual	One time	Total Expenditure for the entire contract period from 1.11.2020 to 31.12.2021=1.167 years.		
		Expenditure	Expenditure	Expenditure which can be other than annual. Please explain separately in another sheet.			
1	Cost of renting the premises Including expenditure on utilities such as electricity, water etc.						
2	Number of counters, cubicles and office rooms to be installed with price:	Please explain here briefly.					
	Counters						
	cubicles						
	office rooms						
3	Cost for above						

S No.	Parameter	Total anticipated cost (in local currency)		Remarks by Ministry	
				(official use only)	
4	Number of Server/computers with accessories to be installed. (pl specify price per item)	Please explain here briefly.			
	1. for Counters				
	2. for Office				
	3. for Public				
5	Cost for above				
6	Description of furniture (chairs/ tables etc) to be put in the Centre. (pl specify with quantity and price per item)	Please explain here briefly.			
	Office:				
	Public:				
7	Cost for above				
8	No. of hardware items for biometric enrolment , storage and transfer and	Please explain here briefly.			
	Server				
	computers,				
	hardware.				
	With price per item				
Bill of Material which are not mentioned under any other items					

S No.	Parameter	Total anticipated cost (in local currency)		Remarks by Ministry		
				(official use only)		
9	Cost of above					
10	List of equipment for CCTV	Please explain here briefly.				
	cameras,					
	Computer					
	hard disc					
	with quantity and price per item					
11	Cost for above					
12	Facilities at IVAC. (PI specify items with quantity and price)	Please explain here briefly				
	TV					
	Drinking water,					
	Facilities for OS.					
13	Cost for above					
14	Installation of	Please explain here briefly.				
	Ticket vending machine electronic display of the applications in progress					
	(specify separately with quantity and price per item)					
15	Cost of above					
16	Number of phone lines and internet connections	Please explain here briefly.				

S No.	Parameter	Total anticipated cost (in local currency)			Remarks by Ministry	
					(official use only)	
	(specify items with quantity and price per item)					
17	Cost for above					
18	Description of contingency plan in case of interruptions	Please explain here briefly.				
19	Cost for above					
20	Description and number of equipment to be installed for computerization: digitization and indexation of documents, transfer to Mission/Post for uploading, making copies of data in DVD (duplicate) for providing to Mission /Post as explained in the RFP					
		Please explain here briefly.				
21	Cost for above					
22	Cost of operation of website in coordination with Ministry					
23	Number of staff in different areas of operation indicating the position and responsibilities of executives/senior					
		Organizational chart indicating the position and responsibilities of them				
		a. Executives/Experts in IT/data security//Supervisors				
		(pl give details category wise)				

S No.	Parameter	Total anticipated cost (in local currency)		Remarks by Ministry	
				(official use only)	
	IT experts/ /staff deployed.	b. Staff			
		c. Security			
		d. Others			
		(indicate number in each category and emoluments including social security)			
24	Cost for above				
25	Mechanism for monitoring the quality of services and performance checks including its frequency and remedial measures	Please explain briefly			
26	Cost for above				
27	Transportation of documents between ICACs and Mission/Post. Details of vehicles and staff to be engaged and safety measures to be taken.	Please indicate number of vehicles/drivers/security staff with expenditure /emoluments			
28	Cost for above				
29	Establishing a Call Centre using VOIP/Toll free system.	Note: Employees should know besides English, the local language of the country and language of the Indian community as per requirement.			
		Please explain briefly			
30	Cost for above				
31	Training for staff of the ICACs	Please explain briefly			
32	Cost for above				

S No.	Parameter	Total anticipated cost (in local currency)			Remarks by Ministry	
					(official use only)	
33	Administrative procedures for obtaining bank guarantees and other Bank charges connected with BGs	Please explain briefly				
34	Cost for above					
35	Details of travelling of company personnel for this project after the award of Contract and during the period of contract					
36	Cost for above					
37	Provision for Interest expenditure, if any					
38	Mandatory SMS	4 mandatory SMS				
		i. Receipt of documents at the ICAC(both in person and by Post/courier				
		ii. Despatch to Mission/Post				
		iii. Receipt of documents from Mission/Post				
		iv. Intimation of despatch to applicant by Post/courier or intimation to applicant to collect in person				
39	Cost for above					
	Total Cost in local currency for Zone-1/2/3/4-Country1-City 1					

S No.	Parameter	Total anticipated cost (in local currency)			Remarks by Ministry	
					(official use only)	
	Total cost in US\$					
	(at the GOI official rate of exchange for the month of RFP)					

Section- C

Summary of the Costing Statements

<u>S.No.</u> <u>period</u>	<u>Details of Centres</u>	<u>Anticipated Expenditure for the contract</u>
1	Centre-I	
2	Centre-II	
3	Centre-III	
n	Centre n	
	Total expenditure for all the Centres	

PART-II-A

Proforma for Service Fee and VAS charges

Name of the Bidding Company:

Financial Bid for outsourcing of Consular/Passport/Visa Services		
<u>S.No.</u>	<u>Description</u>	<u>Amount</u> <u>(currency as specified by Mission)</u>
1	Basic Service	
2	Enrollment of ten finger biometric	
3	Enrollment of facial biometric	
	Total Service Fee	

PART-II-B
Offer for Optional Services

<u>S.No.</u>	<u>Description</u>	<u>Maximum Price fixed by Mission</u>	<u>Price offered</u>
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Value Added Services :

<u>S.No.</u>	<u>Name of the VAS</u>	<u>Price</u>	
1a	Photocopying (per page)	US\$ 1	
2a	Photographs (4 photographs)	US\$ 7.99	
2b	Each additional photograph	30 cents	
3a	Printing (per page)	10 cents	
4a	Courier service (per package, one way) (FedEx Standard Overnight, UPS Next Day Air Saver)	US\$ 15	
4b	International Courier service - (per package, one way) (FedEx International Priority Overnight) Washington to Bermuda Atlanta to Puerto Rico San Francisco to Guam San Francisco to Virgin Islands San Francisco to Saipan		US\$ 75
5	Comprehensive SMS service for maximum of 10 SMSs (in addition to the complimentary SMS service)		US\$ 5
6	Form filling		US\$ 19.95

Note: Maximum price fixed by Mission and the price offered by the Service Provider must be in the same pattern

Section-Part III

Justification for Service Fee quoted

- (a) Total anticipated expenditure for all the Centres:
- (b) Profit margin (percentage) & Profit amount:
- (c) Sum of (a) + (b):
- (d) Local taxes payable:

- (e) Sum of (c) + (d):
- (f) Anticipated revenue:
(No of anticipated CPV applications x proposed Service Fee)
- (g) Viability -Difference between (f) and (e).

Note: Mission has the right to disqualify the bid as unresponsive in the financial bid stage if the difference between (f) and (e) is unreasonable/unsustainable. Accordingly L1 will be decided on the basis of the remaining qualified bids in the financial bid stage.

Signature.....
Date.....
Designation with seal of the bidding Company
(to be signed by CEO or equivalent Authority)

Annexure D: Mandatory Criteria

Bidding companies should give their responses under each item without fail. Any incomplete details will lead to rejection of the bid.

S.No.	Parameters
I	Experience
1.	Three years of experience in the field of outsourcing for CPV services or Government of India (GOI) e-governance projects/IT related projects or ten years in the travel/related industry (certificate to be provided)
	<u>(Response of the Bidding Company to be filled here)</u>
2	Capacity to handle three hundred applications per day on a three year average on any existing/ previous project. (Certificate to be provided) <u>Response of the Bidding Company</u>
II	FINANCIAL STRENGTH OF THE COMPANY
1	Bidding Company should have a minimum net worth equivalent of US\$ 5 million and a turnover of US\$ 500,000 per annum based on the last three years' average- Certificate from an authorised external Auditing Agency. <u>Response of the Bidding Company</u>
2	Capacity to provide financial guarantees as per RFP. Certificate from an authorized external Auditing Agency -multiple Bank Guarantees of different amounts to be specified by Mission for encashment against non-payment of penalties. <u>Response of the Bidding Company</u>
3	An undertaking regarding capacity to provide Insurance for services and obligations. For this purpose, The insurance should cover the properties of IVACs and services rendered by the OSP and the obligations including legal obligations arising out of them and should survive expiry or termination of Contract in regard to legal issues. <u>Response of the Bidding Company</u>
III	Scope of the work and deliverables required

<p>1</p>	<p>Location of the India Consular Application Centre (ICAC) must be in a reputed area where security is not an issue, with convenient accessibility by public/private transport and proximity to the Mission/Post. The distance between Mission/Post and the ICAC should not be more than 3 miles to enable easy movement between them. In other cities, ICACs must be located in the City centre areas for easy accessibility. The location of the Centres must be permissible under local laws.</p> <p><u>Response of the Bidding Company</u></p>
<p>2.</p>	<p>The ICACs must be established in cities as per list enclosed.</p> <p><u>Response of the Bidding Company</u></p>
<p>3</p>	<p>Size of the centre (area and layout), to be specified for the respective Centres . <u>S.No. Name of the centre Area Square metre</u></p> <ol style="list-style-type: none"> 1. Washington DC 2. Atlanta 3. Chicago 4. Houston 5. New York 6. San Francisco <p><u>Response of the Bidding Company</u></p>
<p>4</p>	<p>Number of staff specifying nature of work to be handled (to be specified for the respective Centres. <u>S.No. City</u></p> <ol style="list-style-type: none"> 1 2 3 N <p><u>Response of the Bidding Company</u></p>

<p>5</p>	<p>Number of counters specifying the work to be handled (to be specified for the respective Centres).</p> <table border="1"> <thead> <tr> <th>S.No.</th> <th>Centre</th> <th>No. of counters</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>N</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>N*: Number of counters offered by bidding company which should not be less than mandatory number of counters.</p> <p><u>Response of the Bidding Company</u></p>	S.No.	Centre	No. of counters	Description	1				2				3				N			
S.No.	Centre	No. of counters	Description																		
1																					
2																					
3																					
N																					
<p>6</p>	<p>Submission hours (acceptance of applications at the Counters of ICAC should be 32.5 hrs per week (5 working days), with 40 hrs of back-office working time (working hours/submission hrs can be modified by Mission in consultation with Ministry)</p> <p><u>Response of the Bidding Company</u></p>																				
<p>7</p>	<p>Total turnaround time should not be more than 60 minutes from arrival to submission of application. Delays in providing service will lead to imposition of penalties.</p> <p><u>Response of the Bidding Company</u></p>																				
<p>8</p>	<p>Bar-coded receipt and electronic data entry system Detailed explanation should be given in the Bid.</p> <p><u>Response of the Bidding Company</u></p>																				
<p>9</p>	<p>ISO *certification - The following ISO certification should be provided : ISO-9001-2008 (QMS-Quality Management System) ISO-27001-2013(ISMS-Information Security Management System) (to be submitted along with the Technical Bid) ISO 23026-2015(Website Quality certification) (to be submitted before three months from the date of award of Contract or at the time of starting of outsourcing operations.) -Certification must be as per the latest version wherever applicable.</p> <p><u>Response of the Bidding Company</u></p>																				

<p>10</p>	<p>Security and vigilance system in the centres CCTV cameras must be HD, Day & Night and network/IP compliant with direct transmission facilities to Mission/Post during working hrs.</p> <table border="0"> <tr> <td>S.No</td> <td>Details</td> <td>City</td> <td>City</td> <td>City</td> </tr> <tr> <td></td> <td>No. of security staff</td> <td>No. of metal detectors</td> <td colspan="2">No. of CCTV cameras</td> </tr> <tr> <td>1</td> <td>City 1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>City 2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>City 3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>N</td> <td>City n</td> <td></td> <td></td> <td></td> </tr> </table> <p><u>Response of the Bidding Company</u></p>	S.No	Details	City	City	City		No. of security staff	No. of metal detectors	No. of CCTV cameras		1	City 1				2	City 2				3	City 3				N	City n			
S.No	Details	City	City	City																											
	No. of security staff	No. of metal detectors	No. of CCTV cameras																												
1	City 1																														
2	City 2																														
3	City 3																														
N	City n																														
<p>11</p>	<p>Storage and security of documents in the centres (strong room, cabinets and key system, details of staff responsible for the same) Detailed explanation should be given.</p> <p><u>Response of the Bidding Company</u></p>																														
<p>12</p>	<p>Security of movement of documents between the centre and Mission (nature of vehicles used and containers and key system) Dedicated cars/vans Containers with lock for carrying documents Security staff for transportation of documents. (The keys of the containers should be available only in the ICACs and Mission/Post. Transportation of documents by public transport is prohibited.</p> <p><u>Response of the Bidding Company</u></p>																														
<p>13</p>	<p>Electronic display of the progress of the applications in the centre .</p> <p><u>Response of the Bidding Company</u></p>																														
<p>14</p>	<p>Data security and secure transfer of data including possession of appropriate certification and full compliance with local legal regulations. Detailed explanation should be given</p> <p><u>Response of the Bidding Company</u></p>																														
<p>15</p>	<p>Creation of meta data file along with sub-files for enclosed documents. Detailed explanation should be given.</p> <p><u>Response of the Bidding Company</u></p>																														

16	<p>Hardware for capture of ten finger biometrics and facial biometrics Detailed explanation should be given.</p> <p><u>Response of the Bidding Company</u></p>
17	<p>Efficient and secured system for storage and transfer of biometric data, in full compliance with local regulations. Detailed explanation should be given.</p> <p><u>Response of the Bidding Company</u></p>
18	<p>Five stage Online tracking system, as specified, of the status of applications in the website. The data on the website must be uploaded on real time basis. Detailed explanation should be given.</p> <ul style="list-style-type: none"> i) Acceptance of application at the IVAC, ii) dispatch of passport and documents to Mission/Post iii) processing at Mission/Post iv) receipt of documents from Mission/Post v) ready for delivery/dispatch of documents with details <p><u>Response of the Bidding Company</u></p>
IV	Facilities
1	<p>Computerisation of operations related to data capture and scanning of applications, photographs and enclosures including digitization and indexation for efficient and fast search and retrieval operations. Detailed explanation should be given.</p> <p><u>Response of the Bidding Company</u></p>
2	<p>Computerisation of operations related to accounts matters. The software system (CONSPROM) prepared by NIC should be introduced immediately when provided.</p> <p><u>Response of the Bidding Company</u></p>
3	<p>Security system to control access of applicants, safe custody of documents and security of information held on the OSP 's IT system, in full compliance with local legal requirements</p> <p><u>Response of the Bidding Company</u></p>
4	<p>Maintenance of logs/records and statistics as specified by Ministry</p> <p><u>Response of the Bidding Company</u></p>

<p>5</p>	<p>Machine generated tickets of the applicants indicating date and time of entry (token issue time) and exit (receipt generation time). Detailed explanation should be given.</p> <p><u>Response of the Bidding Company</u></p>
<p>6</p>	<p>Maintenance of confidentiality of the information and prevention of leakage of information from the centre, in compliance with local laws. Detailed explanation should be given. If needed a presentation is to be given in the Ministry</p> <p><u>Response of the Bidding Company</u></p>

Signature.....:
Name & Designation.....:
(with seal of the bidding Company)
(to be signed by CEO or equivalent Authority)

Annexure E: Proforma for Evaluation of Technical Bids - Grading companies giving marks Criteria

Sl. No.	Criteria	Quality of Solution Proposed (Extra Marks for solution better than the minimum specified by the Mission)				Remarks
		Bidder-1	Bidder-2	Bidder-3	Bidder-n	
1	Location of the ICACs with convenient accessibility in the city concerned and proximity to the Mission/ Post and as per local zoning regulations.					(Marks to be awarded as per **Mission's judgment with the best ranked location to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids)
2	Size of the centre (area and layout)					(Marks to be awarded as per **Mission's judgment , with the best ranked size and layout to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids)

3	Number of submission counters plus efficiency of the submission process.					(Marks to be awarded as per **Mission's judgment, with the best ranked maximum number of Counters and efficiency to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids)
4	Quality of Organisational Structure Number of staff at each level and qualification (Manager, Supervisor, counter staff, security staff, data entry staff, receptionists, others)					(Marks to be awarded as per **Mission's judgment, with the best ranked staffing pattern (managerial/supervisory/staff etc) to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids)

5	Submission* hours of the IPAC per week Minimum working hours per week: 40 hrs excluding weekends with minimum 8 hrs per day. Minimum submission hours per week: 32.5 hrs including 6 1/2 hrs per day.					(Marks to be awarded as per **Mission's judgment, with the maximum submission hours to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids)
6	Total Turnaround time for submission (from the time of entry/token generation to the time of generation of payment receipt. (subject to a maximum of 60 minutes)					(Marks to be awarded as per **Mission's judgment, with shortest turn around time to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids).

7	<p>Call Centres Call waiting times - not more than 3 minutes response period Efficient VOIP (Voice over Internet Protocol) or Toll free calls should be used. (First three minutes (at the minimum) should be toll free) after which only normal charges should apply. Special higher call charges for Call Centres prohibited.</p>					<p>(Marks to be awarded as per **Mission's judgment, with the shortest waiting period to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids) Detailed explanation should be given. If needed a presentation is to be given in the Mission/Post or Ministry.</p>
---	---	--	--	--	--	---

8	<p>Quality of the website and Grievance Redressal Arrangement and Analysis. Quality of the website of the Service provider with appropriate certification. The information on services rendered, GOI fees, Service Fee, VAS and charges for Bank Commission should be indicated clearly. The website should be interactive with grievance redressal mechanism and ability to generate Reports as per requirement of the Mission. An efficient Management Information System (MIS) should be incorporated in the system. The complaint blog must be linked to the Mission's website. (presentation and content will be considered)</p>					<p>(Marks to be awarded as per **Mission's judgment, with the best ranked Quality of Grievance Redressal System to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids)</p>
---	---	--	--	--	--	--

<p>9</p>	<p>Record of Past Performance with Mission/MEA/GOI [Marking under this head should take into account the past record of performance of the company, including a constructive and harmonious working relationship, number of instances where show-cause notices have been issued, reliability and faithfulness in implementing Mission's/Post's instructions, record of payment of penalties (which are not sub-judice), honest delivery of value-added services, etc.] Companies applying for the first time may be given a neutral evaluation for the purpose of ranking (5 marks) while the SPs with difficult record will be given a symbolic more</p>					<p>(Marks to be awarded as per **Mission's judgment, with the least number of Memorandums/Show cause Notices/non-adherence to payment of penalties to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids)</p>
-----------------	---	--	--	--	--	---

	<p>than zero. The SPs with good record may be given marks between five and ten. .</p>					
--	---	--	--	--	--	--

10	Quality of non-GOI client list and references received from them					
	Total Marks 100					

Total Marks: 100

*Qualifying mark (70%): 70

(marks under the 10 items will be fixed giving due weightage)

(Note:* to change for each market)

** apple to apple comparison will be made.

Note: Only those companies who obtain 70% in the Technical Bid stage will be eligible for Financial Bid Stage where L1 will be the deciding Factor.

Annexure F: Declaration by the Bidding Company

Declaration by the Bidding Company (Name.....)

We, -----, the Bidding Company taking part in the Tender for outsourcing of Visa/OCI/Renunciation/Passport services in Embassy of India, Washington DC and Indian Consulates located at Atlanta, Chicago, Houston, New York and San Francisco. **certify as follows:**

that,

- I
 - a) We and our partner Company------(name) taking part in the present tender Process hereby declare that we are neither involved nor would in any manner involve ourselves in any anti-India activities, unlawful or illegal activities including in human trafficking, hawala, etc. It is also certified that we have not been convicted for, or involved in, bribery, corruption or fraud. If such information is found later, we are aware that we would become ineligible to take part in the tender process.
 - b) It is also understood that if any such information comes to light during the contract period, the contract would be liable to be terminated immediately and all costs on such a termination will be borne by the Company.
 - c) We have provided the Organizational profile of our Company for pre-verification purposes from the security angle on------(date) to the Embassy of India, Washington DC. We understand that tender process is subject to pre-verification procedures and if we are not cleared under pre-verification procedures, we will not be eligible to take part in the tender process.
 - d) If we take part in the tender process before the intimation of the result of pre-verification procedures, we undertake to abide by the outcome of the pre-verification procedures subsequently at any stage without any objection.
 - e) We undertake to deploy key personnel and staff to ICACs, if the Contract is awarded, who will meet with the conditions stipulated in sub clause (a) above. We also understand that the staff to be deployed in the ICACs shall be cleared from security angle by the Embassy of India, Washington DC. We undertake to change any member of staff so deployed, found to be unsuitable on any grounds such as inefficiency, indiscipline, security, quality of service etc., at the discretion of the Mission..
- II We, undertake to comply fully and without any reservations with the scope of work and deliverables included in this RFP along with the provisions of Service Level Agreement if the contract is awarded. We also confirm our commitment to provide facilities in accordance with the spirit of best industry practices and standards.

- III** We fully understand the provisions of Annexure C (Financial Bid), D (Mandatory Criteria) and E (Technical Bid) and we shall abide by the same. We fully understand the procedures for selection and award of Contract and agree to the same.
- IV** We fully understand and accept the penalty and additional penalty clauses explained in the RFP and the consequences of not adherence to the same. We are fully committed to the provisions of the same and we have no objections in this regard.
- V** We fully understand that the Mission has the right to accept or reject any or all proposals or to annul the Bidding process, at any time, without assigning any reasons, prior to any Contract being awarded.
- VI** We certify that we have no subsidiary company that is taking part in the present tender process separately.
- VII**
- a) We understand that the proposal remains open for six months following the Closing Date of the RFP. It is also understood, that the award of Contract will be valid for a period up to six months from the date of issue of the award of Contract to complete various formalities prior to the signing of the Agreement.
 - b) We fully understand that L1 will be decided on the basis of the lowest evaluated Bidder relying on the information provided in Annexure-C, which forms part of the Financial Bid. Bids evaluated by the Mission as commercially unviable by the Mission are liable to be rejected. In that event, only the remaining Bids will be considered to determine L1 and we have no objection to the same.
 - c) We have fully read, understood and complied with all the conditions stipulated in the RFP document.
- VIII** We undertake, if awarded the Contract, to fully involve in the outsourcing work directly and do not entrust the entire work to the local partner on the basis of commission or any such arrangement. We fully understand that such an arrangement could lead to cancellation of the Contract, encashing of the Bank guarantee for premature termination of Contract and future ban in taking part in the tender process.
- IX** We fully understand that the local Partner should meet with the Financial and Experience criteria stipulated in the RFP. We also understand that the concept of Sponsor (passive partner) not meeting the requirements of a local partner is not approved in the RFP and we have no objection to the same.
- X** We undertake that we will not involve in corrupt practices to get favourable consideration during tender process or Contract period. We understand that any such action will lead to disqualification from the present tender process or cancellation of the existing Contract and ban from future tender processes

- XI We undertake that we will not provide eTourist Visa (eTV) services without specific approval from the Mission/Ministry as we are aware that as per the extant regulations, no intermediary/agents etc for eTV online application is authorised.
- XII We also understand that this undertaking will become an integral part of the Agreement between us and the Mission, should we be awarded the bid/Contract.
- XIII The undersigned is authorized to sign the tender documents on behalf of -
------(name of Bidding Company). A copy of the Resolution of the Board of Directors in this regard is enclosed.

Signature with Name & Designation
(to be signed by CEO or equivalent rank)
Bidding Company: _____
Date: _____

Annexure G: BANK GUARANTEE

1. In consideration of the President of India, represented by Ministry of External Affairs, through Embassy/High Commission/Post/Consulate General of India, -----with the address..... (hereinafter called 'the Mission/Post') having agreed under the terms and conditions of the Agreement datedmade between the Mission/Post/Post and M/s.....(herein after called the said Service provider) with the address at ----- for outsourcing of visa related services (hereafter called the Agreement) to production of an irrevocable Bank Guarantee for(in words) as security from the Service Provider for compliance of the said Service Provider's obligations in accordance with the terms and conditions in the said Agreement, We, _____, (hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of _____ [Service Provider(s)] do hereby undertake to pay to the Mission/Post an amount not exceeding(in figure).....(in words) against any loss or damage caused to or suffered or would be caused to or suffered by the Mission/Post by reason of any breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Mission/Post stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Mission/Post by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (in words).

3. We undertake to pay to the Mission/Post any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s)/supplier(s) shall have no claim against us for making such payment.

4. We, _____(indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Mission/Post under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Mission/Post certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We, _____ (indicate the name of bank) further agree with the Mission/Post that the Mission/Post shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any

of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Mission/Post against the said Service Provider(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, act of omission on the part of the Mission/Post or any indulgence by the Mission/Post to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Supplier(s).

7. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Mission/Post in writing.

8. The Guarantee shall be valid up to a period of six months after the expiry of the Contract, unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to(in words) and unless a claim in writing is lodged with us within six months from the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ (indicate the name of the Bank).

Signature.....
Name and Designation.....
Seal of the Bank.....

Annexure H: Bid Cover Letter and Declaration

[Date]

To

The Joint Secretary (CPV)
Ministry of External Affairs,
Patiala House Annex
Tilak Marg,
New Delhi-110011

Dear Sir,

Ref: Request for Proposal – Project

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Project of the Ministry of External Affairs, Government of India. To meet such requirements and provide such services are set out in the RFP.

We attach hereto the technical response as required by the RFP, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule for providing Professional Services in Implementation, Operation and Maintenance of Consular/Passport/Visa outsourcing system put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MEA or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee and other guarantees in the format given in the RFP document issued by a nationalized bank in India, or any foreign Bank of repute acceptable to MEA, the following Bank Guarantees:

- i. BG for holding GOI money and documents of the applicants
- ii. Performance Bank Guarantee
- iii. BG for Premature termination of Contract

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of **NINE MONTHS including extensions of any** from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MEA is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MEA as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response or annul the entire tender process without assigning any reasons before awarding of the Contract.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2020

(Signature)
(In the capacity of)
(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Bidding Company

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I,....., the Company Secretary of, certify that who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:
Signature:
Name
(Company Seal)

Annexure I: Organisation Profile

<u>S.No.</u>	<u>Head</u>	<u>Information</u>
i.		Full legal name of the Bidding Company
ii.		Address (a) Registered Office (b) Corporate Office (c) Head Office (d) Details of valid Registration No., date and issuing authority
iii.		(a) Contact person with name, designation, postal address, email address, Telephone number, Including mobile number (b) Additional contact person with similar details
iv.		Website link of the Bidding Company giving details of the activities of the company including outsourcing activities
v.		List of Branch offices with address and website links indicating activities.
vii.		Number of years of experience in the outsourcing field or any other activities under which the company has become eligible to take part in the tender process.

References

(Please provide three references only)

S.No.	Head	Information
i.		Name of the referral Company/ organisation with

Postal, Email address,
Telephone No. and website
Link

- ii. Field of activity of the referral company/organisation
- iii. Name of the contact person, designation, email address and telephone number of the referral company/organisation
- iv. Number of years of association if the Bidding Company with the referral Company/ organisation

Note-1: The referees may be advised that the Embassy of India, Washington DC or the Ministry of External Affairs, New Delhi may contact them for any verification.

Note-2: The Bidding Company should provide a Declaration/Certificate as in Annexure - I.
