



Embassy of India, Tokyo  
भारत का राजदूतावास, टोक्यो

No. Tok/Cons/415/1/2016

21<sup>st</sup> November, 2016

**NOTICE INVITING TENDER**

The Embassy of India, Tokyo invites tenders from interested parties for outsourcing of visa support services in Japan. In this regard, the following tender documents are attached:

- (i) Request for Proposal (RFP)
- (ii) List of Value Added Services
- (iii) Annexures A to H
- (iv) Template of Main Agreement
- (v) Template of Service Level Agreement

Last Date for submission of proposals is 1200 hrs. on 26<sup>th</sup> December, 2016. Other terms and conditions are given in the tender documents.

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**EMBASSY OF INDIA**

**Tokyo**

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**REQUEST FOR PROPOSAL (RFP) FOR EMBASSY OF INDIA, TOKYO AND CONSULATE  
GENERAL OF INDIA, OSAKA-KOBE**

**Dated: 21<sup>st</sup> November, 2016**

**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 Para 1, 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. The Mission concerned, or the Ministry, shall have the right to call for a Police Clearance Certificate at any stage in respect of any member of the senior management of any bidding company.*
- v) *Bidding companies not fulfilling the mandatory Criteria (Annexure-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 (Annexure-E) will not be considered for Financial Bid Stage.*
- viii) *For the purpose of this RFP, the term 'Bidding Company' should be taken to include Joint Ventures and Consortia of Companies, who may or may not operate in conjunction with a local partner. The requirement of a local partner will be as specified by local laws.*

**I. Pre-verification**

1. The Bidding Company is requested to fill up the Organisation Profile appended below and send it to Mission/Post immediately without waiting to complete the tender documents. The details should be sent electronically to the Mission/Post for onward transmission to the Ministry of External Affairs for pre-verification purposes.
- 2.

### Organisation Profile

S.No.	Head	Information
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	
iv	(a) Contact person with name, designation, postal address, email address, Telephone number, Including mobile number (b) Additional contact person with similar details	
v	Website link of the Bidding Company giving details of the activities of the company including outsourcing activities	
vi	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	
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Note-1: The referees may be advised that the Embassy of India, Tokyo or the Ministry of External Affairs, New Delhi may contact them for any verification.

Note-2: Similar information should be provided for local partner company also.

## II. INTRODUCTION

- 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 combined contract with the Embassy of India, Tokyo including Consulate General of India, Osaka-Kobe hereinafter referred to as the Missions/Post to provide Visa support services at the following places by establishing India Visa Application Centres (IVACs):

S.No.	Japan (Visa services)
1	Tokyo
2	Osaka-Kobe
3	Nagoya
4	Sendai
5	Sapporo
6	Fukuoka

- The Missions/Post undertook Visa transactions per annum approximately based on the average of last two years transaction as per details below:

Name of City	Period	Visa (excl. Diplomatic/ Official/UN ppts)	Total applications per annum	Average No. of applications anticipated per day (based on 250 working days)
Tokyo				
	1.10.14 to 30.9.15	79,773	79,773	315
	1.10.15 to 30.9.16	76,228	76,228	
Kobe-Osaka				
	1.10.14 to 30.9.15	27,280	27,280	100
	1.10.15 to 30.9.16	22,633	22,633	

However, this is only an estimate and the Missions/Post do not guarantee this number. During 2015 and 2016 (up to September), 9,569 and 9,696 eTVs respectively were issued to Japanese nationals in addition to the visas issued by Mission and Post.

The Mission/Post wishes to engage a Service Provider to collect applications along with passports and other relevant documents to be specified by the Mission/Post with fees, either in person or through their representatives/agents or by post/courier, deliver them to the Mission/Post and subsequently return the processed passports to the applicants as above in a secure, verifiable and expeditious manner. The Service Provider will also be responsible for enrolment of biometric data as prescribed by the Mission.

### **III. REQUEST FOR PROPOSAL**

4. Bidding Companies are invited to submit a detailed Technical and Financial proposal for the delivery of visa support 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 one month from the date of award of Contract. The Contract signed will be valid for a period of 4 years, with review of operations after each completed year. At the end of this 4-year period, the Mission will have the option of extending the contract on the same terms for a further period of up to one year due to administrative reasons, with the express approval of the Ministry of External Affairs. Mission/Post has the right to terminate the contract if during the review process, it is found by Mission/Post 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 Visa Application Centre (IVAC) shall commence within three months, as specified by Missions, of signing of the contract in accordance with the timeline indicated in the RFP. All the IVACs should be opened simultaneously. Outsourcing Operations may be started only after Missions/Post conveys in writing its 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 meant for premature termination of Contract.

5. Missions/Post reserve the right to terminate the contract at any time by giving 6 months advance notice. However, Mission shall also have the right to terminate the Contract by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws etc., and encashing the bank Guarantee for premature termination of Contract. The Service Provider may terminate the contract by giving six months advance notice with justification for termination of services. Mission/Post reserves the right to impose a financial penalty as prescribed under Para XV 19 (b) of the section on 'Penalties', in case the latter terminates the contract without providing six months termination notice. The Notice of termination will be effective from the date of Notice or the date of receipt by the party concerned or the date mentioned in the Notice, whichever is later. Any termination of Contract by the Service Provider, the reasons for which have not been accepted by the Mission will impact the evaluation in Annexure E under the relevant item in the subsequent tender process in the same Mission or any other Indian Mission/Post. This is equally applicable for

termination of Contract with the Service Provider by the Mission due to inadequacies in services and complaints against the Service Provider during the period of Contract.

#### **IV. ELIGIBILITY**

6. i) The Bidding Company must have at least three 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  
three years experience in e-governance projects of the Government of India  
or  
ten years' experience in tourism, travel or other related service industry with demonstrable capacity, to the satisfaction of the Mission/Post, to provide Visa 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.
- iii) Bidding Company should have a minimum net worth equivalent of US\$ 2.5 million or a turnover of US\$ 2.5 million per annum.
- iv) The Bidding Company should have adequate financial strength to provide Bank guarantees as stipulated in the RFP to be certified by an authorised external auditing agency.

#### **V MANDATORY CRITERIA**

In addition to the eligibility criteria mentioned in para IV.6 above, the Bidding Company should fulfil the following requirements.

7. 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.
8. The Bidding Company must comply with the following additional/technical eligibility requirements:
- a. If the Bidding Company proposes to bid and implement the project in collaboration with a local business partner, details of partnership, including a copy of the Agreement, must be provided. Partner Company/local partner should have at least 30% of the net worth stipulated for the main Bidding Company. A change in local partner or Joint venture 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 Head of Mission. If the change in 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 or sister companies 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 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.
- d. 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/Post 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.
- e. 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\$ 2.5 million. In case of joint ventures, information must be provided for all partners of the joint venture and a copy of the contract. In the case of joint ventures, the participating companies should collectively satisfy the financial criteria with each partner individually meeting at least 30% of the financial criteria specified and at least one company should satisfy the experience criteria regarding outsourcing operations.
- f. The Bidding Company must provide documentation to show that it has personnel of adequate qualifications for key positions in the IVAC. The details of the proposed key personnel and their experience record must be provided.
- g. 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.
- h. The Bidding Company must provide a list of all the cases in the past five years 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.
- i. The Bidding Company must certify that it has not been convicted for, or involved in, bribery, corruption or fraud.
- j. The Bidding Company must certify that key personnel proposed for IVAC have

not been convicted of any criminal offence or on charges of bribery, corruption or fraud.

- k. The Bidding Company must provide certification that its operations are compliant with local labour laws and the relevant tax regime.
- l. 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. While the first two certifications should be submitted along with the Technical Bids, the third certification should be submitted not later than three months from the date of Award of Contract.
- m. The Bidding Company should provide for a viable and effective security system for premises, personnel and data relating to the IVAC in full compliance with the relevant local laws and as prescribed by the Mission.
- n. The Bidding Company must deposit a Bid Security of US\$50,000. The Bid Security is refundable not later than 15(fifteen) days from the opening of financial bid and award of Contract, except in the case of the selected Bidding Company whose Bid Security shall be retained till it has provided Bank Guarantees as indicated in Para X - Bank Guarantees of this document.
- o. The Bidding Company should fulfil the criteria indicated in Annexure D.
- p. 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 Visa services.

## **VI. AWARD OF CONTRACT TO MORE THAN ONE COMPANY**

- 9. (Deleted)

## **VII. TIMELINES**

- 10. The Service Provider must ensure the following:
  - a. Selection of premises for the IVAC and approval of Mission/Post for the same - within 21 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. The IVACs in Tokyo and Consulate General of India, Osaka-Kobe must be located, preferably, within 4 kilometers of the Mission/Post in a reputable area where security is not an issue, and must be

easily accessible by public transport. Where more than one IVAC is proposed in the same city where the Mission/Post is located, at least one IVAC must be within 4 kms from the Mission/Post and as mentioned above. In other cities, the IVACs must be in a reputable area as mentioned above.

- b. Finalization of premises and signing of the contract between Mission and Service Provider - within 30 days of award of contract.
- c. 60 days after signing of the contract, the Embassy of India, Tokyo and Consulate General of India, Osaka will evaluate the situation. If not satisfied with the progress made by the service provider to commence the services, the Missions/Post in respective countries will have the right to terminate the Agreement and encash the Bank Guarantee provided for premature termination of the Contract. Missions/Post must be provided status of progress achieved every week in writing in accordance with the timeline of implementation set by Service Provider.
- d. Simultaneously, personnel for IVAC must be selected, trained, and should be in place within 60 days of signing of contract. The Service Provider must provide employee details together with a copy of the signed contract.
- e. Readiness of IVAC premises including installation of hardware, furniture, signage, etc. - within 75 days of signing of the contract.
- f. Personnel selected for IVACs in respective countries must be available to the Embassy of India, Tokyo for training for 10 days in Mission/Post - 3 weeks prior to commencement of services.
- g. Trained personnel must work concurrently with the previous service provider for 15 days for the taking-over process - 2 weeks prior to commencement of services.
- 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.

#### **VIII. DETERMINATION OF SERVICE FEE**

11. The procedure for determination of Service Fee is as follows:

- a. The Mission/Post will not pay for the services rendered by the Service Provider. The Service Provider will charge a fee equal to the contract price per visa application, expressed in local currency from the applicant.
- b. The service fee per visa application should be quoted, as per the Financial Bid format (Annexure-C), taking into account and inclusive of any local taxes and VAT currently applicable in Japan. It is the responsibility of the Service Provider to pay applicable taxes to the governmental authorities concerned.

- c. This fee will remain fixed during the term of the Contract. Proposals for revision may be considered during the period of the contract, only if there is a cumulative rise of 25% or more in the elements affecting the Service Fee. The Bidding Company, while fixing the Service Fee (inclusive of local taxes and VAT) should specify the details as below:

Country	VAT	Other Local taxes*	UNCPI
Japan			

\*Income tax/Corporate tax and any other taxes applicable to outsourcing companies (Rate of tax and slabs)

**Note:** The rates mentioned above must be based on official documents as available on the date of issue of RFP (**Please specify the vintage of the details by mentioning 'as on -----'**)

While seeking any increase in price, the Service Provider should give documentary proof and calculations to justify the increase to the Missions concerned for approval. The proposal for such increases should also indicate details of weightage of elements affecting the Service Fee. The information provided in the detailed Costing sheet included in the Financial Bid proforma (Annexure-C), will be relied upon for this purpose. The decision of the Ministry of External Affairs after considering the proposal shall be final.

- d. The Bidding company should calculate the service fee in a professional manner on the basis of a detailed cost and work analysis, as per the Proforma provided for the Financial Bid (Annexure-C). The calculations should include provision for local taxes, VAT and profit margin and a reasonable rate of return. Since underbidding has been a key cause for poor quality of services and malpractices, any bid with incomplete or incoherent details or unsustainable service fee will be rejected as unresponsive.
- e. In the event of a significant adverse change in the circumstances that results in a verifiable drop of over 20% in the number of applications, for Japan, due to the introduction of e-Tourist Visa (eTV) or similar measures by the Government of India, the Mission will consider representations from the Service Provider for revision of the Service Fee. Any decision on the revision shall be on the basis of a detailed justification submitted by the Service Provider, in continuation of the details provided under Annexure-C provided as part of the Financial Bid. The decision of the Mission (taken in consultation with Ministry of External Affairs) will be final in this regard. Any reduction in volume of visa applications not connected with the introduction of new visa measures by the Government of India will not be considered for revision of the Service Fee.
- f. After the award of Contract, the Service Provider shall submit an Annual Report of the actual costs and revenues as per the format given in Annexure -C, at the completion of every year of operation. These figures shall form the basis to evaluate any claims made for the revision of service fee due to drop in volumes

envisaged in sub para (d) above. If annual reports are not submitted regularly, requests for fee revision will be summarily rejected.

**11A Calculation of Service Fee Quotient and determination of L1**

**The lowest Service Fee is determined on the basis of lowest Service Fee quotient (Q) as per the following formula:**

$$Q = (0.8 \times \text{Value of Service Fee}) + (0.2 \times \text{Value of VAS})$$

**Note 1:** The value of Service Fee is the sum of basic service fee, ten finger biometric fee and facial biometric fee.

**Note 2:** Prices for basic service fee, finger biometrics and facial biometrics should be quoted separately.

**Note 3:** No services should be quoted as zero, including biometrics.

**Note 4:** Biometrics for visa services should be introduced from the date of outsourcing operations or as decided by the Mission.

**Note 5:** Biometric charges will become applicable as per the actual rendering of services, otherwise only basic service charges will be applicable.

**Note 6:** Value of Value added Services (VAS) is the sum of prices offered for the list of approved VAS.

**Note 7:** Since the Service Fee Quotient has a component of Value of Added Services that depends on the charges quoted for VAS, this needs to be suitably taken into account in the overall bid by the bidding companies to be competitive.

**Note 8:** L1 will be determined on the basis of the lowest Q. The L1 bidder, to whom the tender is awarded, will charge the actual Service Fee and VAS charges as per their quotation in the Financial Bid.

**IX. SCOPE OF WORK AND DELIVERABLES REQUIRED**

**12.** The scope of work and deliverables required are as under:

**a. Dealing with Applicants and Documents**

- i. Print at own cost and distribute visa application forms for services which have been outsourced, as prescribed by the Mission/Post. All the application forms should be available in the website of the Service Provider through a web link from the Mission/Post.
- ii. The website of the Service Provider should contain details of Visa services, category wise, provided by the Service Provider for the respective country explaining clearly how to apply for the services in question, complete with relevant guidance. The website should 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 Service Provider and charges for Value Added Services (VAS) as approved by the Mission. All these information should be available in the website of the Service Provider through a hyperlink from the website of the Mission/Post. The details of service fee and VAS charges should be easily and transparently available through easily accessible vertical/horizontal menu arrangements and drop down menus without the necessity of providing individual applicant's details to access the information.

- iii. The Indian Visa Application Centre should display prominently the details of visa services offered along with the fee schedule. The Centre should also prominently display a copy of the Service Level Agreement, pertaining to the services for the applicants, with the Mission/Post, for the ready reference of the applicants and on the Service Provider's website.
- iv. Accept visa applications, together with the applicant's passport, visa 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 or their authorised representatives/agents. However, wherever the Mission has provided to the Service Provider a list of approved Third Party Agents to collect and deliver applications on behalf of the applicants, then only such authorised Third Party Agents approved by the Mission should handle the applications with the Service Provider.
- v. However, the Mission/Post reserves the right to accept application directly from the applicant for any of the above services.
- vi. On receipt of applications at the IVAC from applicants submitting in person, the Service Provider should scrutinize the various documents and forms to ascertain that they are properly completed and the requisite documents along with necessary fees as prescribed by the Mission/Post have been enclosed.
- vii. The visa 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 IVAC and despatch to the Mission/Post.
- viii. Whenever the Mission/Post requires any applicant to come for an interview, the Service Provider should coordinate with the applicant and the Mission/Post for the same.
- ix. 'Walk in' service is a standard procedure to be adopted in the IVAC and the arrangements should be made to ensure that 'walk in' applicants are serviced satisfactorily. The IVACs 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.

- x. 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 6 PM on all collection days and an automatic answering system should be functional outside the above period including holidays.
- xi. The Service Provider should have special arrangements to deal with emergency calls outside office hours and on holidays to coordinate with the Mission/Post in each country of operation.
- xii. 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).
- xiii. 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 two weeks to enable corrections and rectify deficiencies. Once the deficiencies have been rectified, the Service Provider should send the documents to Mission/Post. 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 Visa services fee and ICWF fee (Government of India fee). The Service Fee can be retained by the Service Provider in such cases. The Service Provider can deduct the approved courier charges if the applicant has not provided with necessary stamp/token for secured and verifiable return of the documents.
- xiv. The Service Provider will provide updates to the applicants regarding the status of their applications through a web-based and an SMS based tracking system.
- xv. The Service Provider to provide 4 mandatory SMS updates for Postal/courier visa applications (i. receipt of application in the IVAC, ii. despatch of documents to the Mission/Post, iii. receipt of documents in the IVAC from Mission/Post and iv. despatch of documents by Courier/Post). In regard to applications received in person in the IVAC, only ii, iii and iv may be required. All these items of information should also be uploaded to the website tracking system on a real-time basis.

**b. Acceptance of Fee**

The Service Provider shall:

- i. Accept fee in all manners of payment generally used in Japan including credit cards and debit cards and online payment facility except personal/Company/travellers cheques. However, any bank charges levied on such transactions will be borne by the applicant, which will be indicated in the receipt issued by the Service Provider to the applicant.
- ii. Display prominently both in the IVAC and website, information regarding visa fee, service charges, charges such as ICWF contribution and charges for value added services, etc.
- iii. Collect bank/agency charges from the applicants on actual 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 IVAC and on the website.
- iv. Provide a bar-coded receipt to each applicant showing the following details:
  - a) Visa fee (Government of India fee)
  - b) Consular surcharge (ICWF) (Government of India fee)
  - c) Service Fee (payable to the Service Provider)
  - d) Value Added Services (VAS) charges (payable to the Service Provider)
  - e) Bank/agency charges applicable (payable to the Service Provider) - mode of payment, such as cash/credit or debit cards, money order or Postal Order etc. should be indicated.
  - f) Category of visa service applied for
  - g) Date and time of payment.
- v) Be responsible for the payment of local taxes including VAT to the authorities concerned, as Service Fee and VAS charges are inclusive of VAT and other applicable 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 Embassy of India, Tokyo. 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 IVAC 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/Post 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/Post concerned. The Service Provider should provide a monthly certification that it does not hold any records of applicants beyond the stated limit. Any violations on this account will be penalised appropriately.

- viii) Maintain proper accounts of all the visa 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 Visa services and Consular surcharge fees in the respective Mission/Post's 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, VAS, bank/agency charges will be retained by the Service Provider. Any delay between the transfer of money to the Mission/Post's account by the Service Provider and the actual credit of money into the Mission/Post's account will lead to imposition of penalties unless explained to the satisfaction of the Mission/Post or the GOI Audit and accepted.
- ii) Any delay in transfer of money to government accounts/credit of money into Government accounts, subsequently pointed out by the Government Auditors will lead to imposition of penalties and 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 of US\$1000 per cheque or 10% of the value of the cheque/transaction whichever is higher, besides a penalty of 0.5% per day till the amount is paid into the Government accounts. 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.
- v) A separate bank account should be maintained by the service provider for crediting the amounts received from the services contracted with the Mission. Mission has the right to seek bank statements as and when required. Delay in opening a separate account and detection of unauthorised amounts collected from the applicants will result in appropriate penalties.

**d) Dispatch of documents to the Mission**

- i) The Service Provider should send the application for Visa 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 of the same to Mission/Post, period of delay and reasons for the same, fee collected for Service Fee, VAS charges, and bank/agency charges.
- ii) The documents along with the Statement should be transferred twice a day or as prescribed by the Mission. The Statement should be sent by email to the Mission/Post simultaneously.
- iii) Handing/Taking over of the applications and passports will take place at the premises of the Mission/Post.
- 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 IVACs and Mission/Post 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 from the Mission/Post, the Service Provider should arrange delivery to the applicants in person or the authorised Agent or Representative in person or despatch them by Post/Courier to the applicant or his/her authorised representative or Third Party Agent, as approved. In no case should passports 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/SMS system, as per the agreed format, to facilitate tracking of applications and to facilitate people collecting their passports in person.

**f) Quality Control**

Ensure a reliable quality control system that maintains continuous monitoring and ensuring of service standards. The Service Provider should 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 signing the Agreement). The certification should be upgraded to the latest version as and when available. Any other procedures for privacy and protection of data should be

implemented as per local Government procedures. It will be the responsibility of the Service Provider to ensure full compliance with local laws in this regard.

**g) Issuance of Visas - IVFRT Scheme and Biometric Enrolment**

i) In order to provide an integrated and secure visa issuance system, the IVFRT (Immigration, Visa, Foreigners' Registration and Tracking) system has been introduced for visa services. As per this system, it is mandatory for the applicants to fill up the visa applications online, after which they are checked by the Service Provider and the hard copy of the application along with passport and other enclosures are sent to the Mission/Post.

ii) The Service Provider is responsible for enrolment of ten finger and facial biometric data of the applicants, as prescribed by the Mission/Post in Annexure B and forwarding the same electronically along with the case file of the applicant to enable the Mission/Post to upload them on the IVFRT platform. The Service Provider should coordinate with the Mission/Post and National Informatics Centre to put in place seamless procedures for this purpose.

iii) The software for biometric enrolment will be provided by NIC, while the hardware shall be the responsibility of the Service Provider as per the standards prescribed by NIC.

**h) deleted.**

**i) deleted.**

**j) deleted.**

**k) Digitisation & Indexation of Documents**

i) The Service provider is responsible for Digitisation/Indexation of Visa application forms along with enclosures, as per the parameters prescribed in Annexure A. The data pertaining to visa should be compiled in separate CDs for uploading to the respective centralised servers. For this, the Service Provider should make sample CDs with limited data entries and get the approval of NIC. After approval, the CDs with full data, for respective services, should be made periodically, on a weekly basis, and sent to the Ministry of External Affairs, CPV Division, through the Mission/Post. The label of the CDs should clearly indicate the Mission/Post code, number of files and size, period of data and name of the Service such as visa etc. The data thus received in the Ministry will be uploaded to the respective centralised system. The Service Provider will be responsible for any mismatch in data after uploading finally.

ii) The Service Provider should create metadata files and PDF files as per parameters indicated in Annexure A, to enable efficient linking to the case files and digitisation/indexation of documents.

- iii) 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. should be digitised.

**l) Contingency Plan**

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 IVAC/(s) is interrupted for any reason.

**m) Facilities at the IVAC**

- i. The Service Provider shall ensure that IVAC is easily accessible to members of the public and located in a reputable area as per the local zoning regulations, in consultation with and the approval of the Missions/Consulate concerned.
- ii) The IVAC shall have sufficient space, subject to the minimum prescribed, in terms of waiting area, minimum number counters, processing area, adequate space for Value Added Services (VAS) and biometric services.
- iii) The total turnaround time should not exceed 60 minutes for an applicant.
- iv) The staff in the IVAC must be fluent in the following languages:

Country	Language
Japan	Japanese, English, Hindi

- v) The applications should be accepted at the counters of the IVACs as per details below:

Country	Total working days per week	Total submission hrs per week	Total working hrs per week
Japan	5	33	45

Note: Minimum submission hrs per day : 6½ hrs

Minimum working hrs per day : 9 hrs

- vi) The IVAC shall have sufficient lighting, air conditioner/heating, drinking water, vending machines for soft drinks/coffee/tea, washroom etc.
- ix) Electronic display system indicating the status of applicants' token numbers.
- ix) All the parameters and standards of facilities in the IVACs will be as per the offer made by the Bidding Company in the Technical Bid and Annexure E, if awarded the Contract.
- x) The IVAC should have a prominent Notice Board indicating the services offered, the fee schedule and a copy of the Service Level Agreement, pertaining to the applicants, with the Mission/Post, for the ready reference of the applicants and in the Service Provider's website.

- xi) The Service Provider 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.

## **X. BANK GUARANTEES**

13. The following irrevocable Bank guarantees should be provided by the Service provider as per the prescribed format under Annexure-H and as per details indicated in the table below under sub-para g:

- a. The Service Provider shall provide a Bank Guarantee, fixed at 3 days of daily Government revenue collected by Service Provider for providing visa services, as applicable, being outsourced by Mission/Post, based on the average of the preceding twelve months for the government funds held by it temporarily, after collection, and for the safety of documents. In case of repeated defaults, the Mission/Post reserves the right to terminate the contract.
- b. The Service Provider shall provide a performance Bank Guarantee fixed at 2% of annual expected Visa revenue of Government, based on the preceding twelve months or US\$20,000 whichever is higher, 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.
- c. The Service Provider shall provide a Bank Guarantee for premature termination of Contract, for a sum of -----, equal to service fee x 180 days x number of applications per day, based on the figures pertaining to the preceding 12 months of the Mission/Post, for the purpose mentioned at Para III. 5.
- d. The Service Provider will effect and maintain insurance sufficient to cover its obligations under the Agreement, properties of the IVAC, staff obligations etc., 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 a ban against the bidding company in future bids.
- e. All Bank Guarantees shall be irrevocable and must be submitted at the time of signing of the Contract. The Bank Guarantee shall be valid up to a period of six months after the expiry of the Contract.
- f. 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.
- g. The details of the Bank guarantees indicated above, to be submitted to the Mission are summarised as below:

S.No.	Details of Bank Guarantee	Amount in local currency *
1	Temporary possession of GOI funds and safety of documents (3 days Visa services revenue including ICWF receipts)	JPY 2.10 million
2.	Performance Guarantee (2% of last 12 months Visa revenue)	JPY 3.50 million
3	Premature termination of Contract (Service Fee x 180 x number of applications per day on the basis of last 12 months)	JPY -----

## **XI. VALUE ADDED SERVICES**

14. The procedure for Value Added Services is as follows:

- a. In order to assist applicants, Value Added Services (VAS) offered as an optional facility, along with charges for each service, will be as follows:

S.No.	Service*	Charges in local currency fixed by Mission
i	Photocopying (per page)	JPY 10/-
ii	Photographs (pl indicate number)	JPY 800/- (four photographs)
iii	Printing (per page)	JPY 10/- for Black JPY 50/- for coloured
iv	Courier service (express)	JPY 730/-
v	e-Tourist visa application form filling at IVAC (Price quoted by Mission or equivalent to Service fee whichever is lower).	JPY 1,000/-
vi	Computer with Internet facilities (pl indicate minutes)	JPY 800/- (up to 1 hour)
vii	Form filling (Price quoted by Mission or equivalent to Service fee whichever is lower.) - For Visa	JPY 1,000/-

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

- b. The Bidding companies should note that VASs 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.

- c. VASs not approved by the Mission/Post shall not be provided by the Service Provider. Any VAS 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'. All services prescribed under VAS should be provided by the Service Provider and any complaints regarding non-compliance will lead to penalties as prescribed. 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
- d. Website and notice boards of Missions/Posts/Service Provider should indicate that 'Value Added Services are purely optional. Any charging of VAS by coercion or misleading acts will result in penalties as indicated under the Section on 'Penalties'.

## **XII. OPERATIONAL SYSTEMS AND INFRASTRUCTURE**

- 15. The Service Provider shall provide the following for each IVAC:
  - a. Details of personnel to be deployed in the IVACs for pre-verification purposes and approval of the Mission/Post.
  - b. Persons not cleared by Mission/Post shall not be appointed in the IVAC and shall also not be retained subsequent to objections by the Mission.
  - c. The staff of the IVAC should have appropriate qualification for the relevant job they will be handling and must have a minimum graduate level qualification for officials holding managerial and supervisory positions and preferably graduate level qualification for other positions.
  - d. The staff of the IVAC 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 visa 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 Embassy of India, Tokyo and Consulate General of India, Osaka.

- 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/Post.
- 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 IVAC 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 Missions/Post pertaining to the visitors and counters area, for monitoring by the Missions/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-27001-2013 (ISMS-Information Security Management system) and ISO 23026-2015 (Website Quality Certification) not later than three months from the date of award of Contract.
- l. The Service Provider will be allowed to charge Visa Service Fee (SF), as per the L1 price offered in the tender process and approved by the Mission/Post, from all individuals who make a visa application. This fee will be collected by the Service Provider from applicants along with the Government of India fees for visa services/ICWF fee. Documents relating to collection of the Service Fee and VASs (receipt books, etc.) will be properly maintained and made available for inspection by the designated officer of the Embassy of India, Tokyo/Consulate General of India, Osaka or any audit team of Government of India.
- m. The Service Provider will ensure that the total turnaround time for visa applicants applying for visas will not be more than 60 minutes (or lower as offered in the Technical Bid). Machine generated tickets should be given to visa applicants, indicating the date and time of entry at the IVAC 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 Embassy of India, Tokyo or Consulate General of India, Osaka for setting up these IVACs, nor for providing services for visa applicants.
- o. The Embassy of India, Tokyo or Consulate General of India, Osaka shall entertain no claim for expenses or liability for loss of passports or documents. The Service Provider shall indemnify the Embassy of India, Tokyo/Consulate General of India, Osaka 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. The Service Provider will develop and operate a website both in English, and in Japanese language, containing all information relevant and useful to visa applicants. All information posted on the website will be in consultation with and the approval of Embassy of India, Tokyo.
- q. The Service Provider shall ensure complete confidentiality of the information provided by visa 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 Missions/Post 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.
- r. The Service Provider will ensure access of authorized officials from the Mission/Post to its premises and documents without prior notice.
- s. 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 Missions/Post or of the Government of India. Any violation in this regard will result in imposition of penalties against the Service Provider.
- t. 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 Para XV.19 of the RFP.
- u. The Service Provider will not assign in whole or in part its rights under this Agreement without the prior written approval of the Missions/Post concerned. Any violation in this regard can result in imposition of penalties, termination of the Agreement and a ban on participation in future bids.
- v. 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.
- w. 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 Missions/Post, which in turn would seek the approval of Ministry of External Affairs.
- x. 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 Missions/Post on a monthly basis and any serious complaints should be brought to the notice of the Missions/Post immediately.

- y. The Service Provider should install a complaint/suggestion box at the IVAC which will be operated by the officials of Missions/Post 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.
- z. The Missions/Post 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.

### **XIII. 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 IVAC, 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 IVAC 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 IVAC.
  - 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/Post. If the Missions/Post is not satisfied with the response of the Service Provider, the Missions/Post 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.

### **XIV. GUIDE TO BIDDERS**

- 17. The following guidelines shall be applicable to the respective parties:
  - a. The Embassy of India, Tokyo reserves the right to reject any tender on the basis of security considerations at any stage in the tender process. The Mission or the Ministry, shall have the right to call for a Police Clearance Certificate at any

stage, in respect of any member of the senior management of any of the bidding companies or the Service Provider.

- b. The Embassy of India, Tokyo will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'confidential'. However, the Embassy of India, Tokyo subject to the Right to Information Act 2005 of the Government of India, 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 Embassy of India or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the Embassy of India, Tokyo.
- 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 Embassy of India, Tokyo. All material supplied to the Embassy of India, Tokyo in relation to the Bidding Company's proposal becomes the property of Embassy of India, Tokyo and may not be returned to the Bidding Company, unless requested in writing beforehand and agreed to by the Embassy of India, Tokyo.
- e. The Embassy of India, Tokyo 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. The place of any court cases shall also be Delhi.
- 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/Post 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 Embassy of India, Tokyo, the Bidding Company will be deemed to have understood this RFP along with Annexures A to E, specimen Main Agreement and specimen Service Level Agreement 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 Embassy of India, Tokyo.

- i. In submitting a proposal to the Embassy of India, Tokyo, 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 Annexures A to E will be met. A Declaration/Certificate to this effect will be furnished by the bidding Company as per Annexure G.
  - j. The cost of preparing and submitting the proposal shall be borne by the Bidding Company.
  - k. The Embassy of India, Tokyo, shall arrange a Pre-bid Conference about the bidding process, about 15-20 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/Post. These are to enable the Bidding Companies to prepare the proposals with full knowledge of the requirements of the Embassy of India, Tokyo and for the Mission to clearly assess the capabilities of the Service Provider.
  - l. The Embassy of India, Tokyo, 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 Embassy of India, Tokyo, reserves the right to reject the lowest bid as unresponsive, on the basis of the costing information provided in Annexure 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/Post. Where amendments are significant, the Mission may, at its discretion, extend the deadline for receipt of bids.
  - o. Copies of template Agreement, Service Level Agreement (SLA) and List of Value Added Services are enclosed for information and will be used for signing the Agreement by the prospective Service Provider. Mission has the right to make changes as deemed necessary in public interest adhering to the general theme of the template Agreement with the approval of Ministry.
18. **Inducements/ Threats:** Offering an inducement or threat of any kind in relation to obtaining this or any other contract with the Mission(s) to the officers of the Mission(s) will disqualify that bidder from being considered for the tender process and/or result in a ban on the bidder from participating in the future bids in all Mission/Posts.

i) The Bidding Company/Service Provider shall not offer, give or agree to give to any person in the Mission or in the Ministry of External Affairs, Government of India, any gift or consideration as an inducement or reward for doing or refraining from doing any act in relation to the obtaining the Contract or performance of this Agreement or any other Contract with the Mission/Post, Ministry of External Affairs, or for showing or refraining from showing favour or disfavour to any person in connection with the award of Contract or performance of the Agreement. The bidding company/Service Provider also shall not resort to any act of threat or intimidation against the officers of the Mission/Post/Ministry of External Affairs for not agreeing to any particular request/demand either during the tender process or during the period of Contract.

ii) If any violation is committed by the Service Provider in this regard, the Mission shall be entitled to disqualify the Bidding Company or terminate the contract with immediate effect by written notice to the Bidding Company or Service Provider. In that event, the Bid Security Deposit or the Bank Guarantee for premature termination of Contract will be encashed by the Mission and the Bidding Company/Service Provider will be banned from taking part in future tenders of all the Missions/Posts. The Ministry of External Affairs shall also have the right to terminate the existing Contracts in other Missions/Posts. The Service Provider shall be responsible for the consequences arising out of such termination in regard to other parties and agencies.

## **XV. PENALTIES**

19. The various penalties chargeable will be as under:

**a. Delay in opening of IVAC:** The Service Provider will ensure that all IVACs are established as per the time frame agreed with the Mission(s) and that all the required infrastructure and systems are in place within the agreed timeframe to the satisfaction of the Mission(s)/Post. The Service Provider agrees to forfeit the Bid Security/Bank Guarantee in case of delay in establishing the Centre(s). In that event, the Mission has the right to terminate the Contract and also encash the Bank Guarantee referred to in sub-clause (b) below. The Mission concerned also has the option of encashing any or all of the Performance Bank Guarantees depending on the extent of delay.

**b. Premature Termination of Contract:** The Bank Guarantee, referred to under Para 13.c shall be forfeited to the Mission/Post in the event of a premature termination of contract with a Notice of less than six months. The Mission concerned reserves the right to retain the performance Bank Guarantees for a period of six months beyond the termination of the Contract or a confirmation from the Mission, whichever is later, to enable a systematic handover to the next Service Provider and to settle all the penalties and other outstanding matters.

**c. Operational Penalties:**

### **Service Level Parameters and Penalties for Violation:**

No.	Parameter	Service Level	Penalty for Violation
1.	<b>Working Hours of India Visa Application Centre(IVAC)</b>	Submission hours totalling 33 hours and overall working hours of 45 per week.	US\$ 500 for violation per day, unless such changes are mutually agreed in advance, including in terms of compensation of lost hours in the subsequent week.
2.	<b>Size of the IVAC (Japan)</b>	1.Tokyo - 150 Sq. mtrs. 2. Kobe-Osaka – 75 Sq. mtrs. 3. Nagoya – 60 sq. mtrs. 4. Sendai – 60 sq. mtrs. 5. Sapporo – 50 sq. mtrs. 6. Fukuoka – 50 sq. mtrs.	Any discrepancies between the offer and actual size of the IVAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes.
3.	<b>Location of the IVAC</b>	1. Tokyo - preferably within 4 km 2. Osaka-Kobe - within 4 Km 3. In Nagoya, Sendai, Sapporo and Fukuoka, the IVACs should be located in a reputed area within 4 kms. from the City Centre.	Location of the IVAC must be as per the commitment made under Annexure-E. Any discrepancies between the offer and actual location of the IVAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes.
4.	<b>No. of Counters for Reception, Submission and Enquiry</b>	1.Tokyo - 5 counters 2. Kobe-Osaka –3 counters 3. Nagoya – 2 counters 4. Sendai – 2 counters 5. Sapporo – 1 counter 6. Fukuoka – 1 counter	Any discrepancies between the offer and actual number of Counters in the IVAC will result in a penalty of \$100 per day up to a maximum of two

			months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes.
5.	<b>Overall Turnaround time in the India Visa Application Centre</b>	60 minutes from arrival (time of token generation) to the submission of application (time of generation of submission receipt). Clear audit trails of these times should be made available on a daily basis.	Failures beyond a maximum of 10% of the cases will entail 50% of the Service Fee as penalty for delayed cases. Any delay beyond 20% of the cases will entail a penalty equivalent to the full Service Fee for all the delayed cases. In regard to such delays, the number of minutes of delay beyond 20 minutes will entail additional fine equivalent to service fee for every 20 minutes of delay.
6.	<b>Submission time spent at the counter</b>	The scrutiny of the application at the submission counters should not exceed ten minutes.	Any delay beyond ten minutes will result in a fine equivalent to 50% of the Service Fee for every additional five minutes.
7.	<b>Waiting time at the call centre for telephonic queries</b>	Telephonic queries will be responded to from 9 A.M. to 6 P.M. with updated information on a real time basis. Waiting time will not exceed 10 minutes. A daily log indicating the waiting time and the handling time for each call will be provided.	If call drops and delays in answering calls exceed the agreed time by 20% of the total number of calls, a penalty equivalent to US\$ 1 per delayed call will be imposed.
8.	<b>Email queries</b>	All email queries will be answered within 24 hours, except in the case of queries that require consultation with the Mission/Post, where they will be answered in 48 hours. The service provider will provide a weekly log of details of emails	Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) will attract penalties equivalent to US\$ 1 per delayed response.

		received and answered.	
9.	<b>Postal/Courier applications</b>	All postal/courier applications will be verifiably brought into the main tracking system on the same day. Postal applications after scrutiny will be transmitted to the Mission/Post on the next working day of receipt. The service provider will provide a weekly 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.	Any delay in the transfer of applications to the Mission/Post without proper reasons, will lead to imposition of penalties equivalent to the service fee multiplied by the number of days of delay.
10.	<b>Five stage Website Tracking Mechanism</b>	The status of processing and movement of documents will have the following checkpoints, to be updated on a real time basis: i) Acceptance of application form in the IVAC, ii) Dispatch of application form with documents to the Mission/Post, (iii) Processing in Mission/Post, (iv) Receipt of documents from the Mission/Post, (v) Dispatch of documents to the applicant giving details for tracking	Service Fee multiplied by the number of days of delay in updating the information in the website tracking system. (installing such a system that reflects real time status).
11.	<b>Digitisation and Indexation of documents</b>	Digitisation and indexation will be completed in a maximum of seven days, from the date of acceptance of application.	Any delay beyond this time frame will entail penalties equivalent to US \$ 2 multiplied by the number of applications and the number of days of delay. Any delay attributable to the Service Provider, beyond three months would lead to forfeiture of Bank Guarantees and termination of Contract. At the time of expiry of the Contract , the Service Provider should complete the entire digitisation/ indexation work and

			handover the CDs with data to the Mission/Post failing which the Bank guarantees will be encashed to meet the expenditure on the remainder of the work through other agencies decided by Mission.
12.	<b>Provision of Courteous Services to the Applicants</b>	The Service provider will 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.	Any complaints of discourteous or unacceptable behaviour will lead to imposition of penalty equivalent to US\$100 in each instance. Repeated violations can lead to termination of Contract and a ban on taking part in future tender processes.
13.	<b>Provision of Value Added Services (VAS)</b>	Service Provider understands that VAS is an optional service and will not be forced on applicants through coercion or misleading information. It is also understood that any unapproved VAS and overcharging for any service in the approved list or non-provision of VAS as per the approved list are impermissible.	If any such incident is noticed, Service Provider will return the total amount charged to the applicant in each instance and also pay a penalty of US\$200 to Mission/Post for each such incident. Non-provision of VAS as per approved list and prices will lead to a penalty of US\$ 200 per incident.
14.	<b>Procedure for Issue of Receipts</b>	Service Provider is committed to collect the fees of the Government and Service Fee as per the fee schedule correctly and issue receipts accordingly, without any malpractices. The Service Provider will not issue more than one receipt to the applicant to conceal any facts from the Mission /Post in a fraudulent manner. The receipt numbers will be continuous and there will not be any unexplained missing numbers.	If such incidents are brought to the notice of the Mission/Post, the Service Provider is liable for penalties, equivalent to three times the amount of the fraudulent receipt or US\$ 500 whichever is higher. Such acts of fraud could lead to termination of Contract, encashing of Bank guarantees and a ban on participating in future Tender Processes of the Government of India.
15.	<b>Opening of IVACs</b>	The Service Provider will open	The Service Provider will

	<b>as per Schedule</b>	all the IVACs at the same time along with the requisite infrastructure to the entire satisfaction of the Mission/Post as per the agreed Schedule, to avoid any disruption in the smooth taking over of the operations from the previous Service Provider, or in the case of initial outsourcing, to avoid any inconvenience to the Mission/Post or the applicants.	forfeit the Bid Security in case of delay in establishing the Centre/(s). In that event, the Mission has the right to terminate the Contract and also encash the Bank Guarantees provided by the Service Provider.
16.	<b>Premature Termination of Contract</b>	The Service Provider will give an advance Notice of six months to the Mission/Post for termination of the Contract by giving reasons for the same.	If not, the Service Provider will forfeit the Bank Guarantee provided to the Mission/Post in this regard.
17.	<b>Acceptance of Incomplete Documents</b>	The Service Provider will accept the application forms after due scrutiny as per the instructions of the Mission/Post.	The Service provider will pay penalties for delays due to acceptance of incomplete documents from the applicants at the IVAC counters, equivalent to Service Fee multiplied by the number of days of delay
18.	<b>Delay in sending the completed application form along with documents to the Mission/Post</b>	The Service Provider will send the application forms with documents received from the applicants on the same day of receipt to the Mission/Post or the next working day in case of delayed receipts.	If not, the Service Provider will pay a penalty equal to the Service Fee multiplied by the number of days of delay.
19.	<b>Delay in returning passport/documents to applicants by Service Provider after service by Mission</b>	The Service Provider will return the passports with documents received from the Mission/Post to the applicants on the next working day.	If not, the Service Provider will pay a penalty equal to the Service Fee multiplied by the number of days of delay.
20.	<b>Transfer of amounts to Mission/Post's accounts</b>	Service Provider agrees to transfer the Government of India fees and the Indian Community Welfare Fund (ICWF) fees collected from the applicants to the Mission/Post's designated accounts on the same day or, in case of delayed receipts, the next working day.	In case of delays on this count, Service Provider will pay a penalty equivalent to 0.5% of the undeposited amount multiplied by the number of days of delay.
21.	<b>Bounced Cheque/</b>	Service Provider commits fully	In the case of any such

	<b>transaction</b>	that there will not be any case of bounced cheque/transaction while transferring the amounts to Government accounts.	incidents, Service Provider will pay a penalty of US\$1000 per incident or 10% of the value of Cheque/transaction whichever is higher. Repeated instances of cheque bounces may lead to cancellation of the contract and a ban on participation in future bids.
22.	<b>Payment of penalties</b>	Service Provider will make payment of penalties as indicated in the Request for Proposal (RFP)/Agreement and will also make payment of additional penalties, wherever specified, for any delay in payment of penalties imposed by Mission/Post.	If penalties are not paid within seven days including holidays, additional penalties will be imposed on a cumulative basis of 0.5% of the amount payable per day, if reasons for such delays are not acceptable to the Mission/Post. In the case of non-payment of additional penalties for a period exceeding four weeks, Mission/Post will have the right to encash the Bank Guarantees as appropriate.
23.	<b>Loss of Passports/ documents</b>	Service Provider commits that there will not be any loss of passports or documents during transaction between IVACs and Mission/Post and the applicants/Postal/courier services.	In the case of any such loss, Service Provider will pay a penalty of US\$1000 per passport or document and all replacement and legal costs shall be borne by the Service Provider.
24.	<b>Recoupment of Bank Guarantees in the event of encashment of Bank Guarantees by the Mission/Post.</b>	In the event of any expiry or encashment of Bank guarantees by the Mission/Post, the Service Provider will be required to recoup the Bank guarantees within two weeks of the same.	Whenever the Bank Guarantees have expired or encashed, the relevant amount should be recouped within two weeks beyond which a penalty of 10% will be imposed per week. Continued non payment may lead to encashment of all the Bank guarantees, termination of Contract and a future ban from

			participating in tender processes.
25.	<b>Non-availability of hunting CCTV live feed</b>	The Service Provider should provide hunting CCTV live feed of the IVAC to the Mission/Post.	No. of days non-availability multiplied by US\$100
26.	<b>Appointment of staff without requisite qualification.</b>	The staff of IVAC should have appropriate qualification to handle the respective work with minimum qualification being a graduate for managerial and supervisory officials and preferably a graduate for other officials.	US\$200 per week till the matter is rectified. A part of the week will be taken as full week.
27.	<b>Working in absentia</b>	The Service provider should be directly involved in the outsourcing work of the Mission and not on commission/royalty basis or any such arrangement. <b><i>The Service Provider should specify the key staff (Country manager etc) to be stationed in the City/Country.</i></b>	In case of violation on this account, the Mission has the right to terminate the Contract, encash the Bank guarantee and impose a future ban on taking part in tender processes.
28.	<b>Delay in submission of website certification.</b>	The service Provider should submit the requisite website certification within 3 months from the date of award of Contract.	US\$500 per day for any delay beyond the prescribed period up to a maximum of 30 days after which Mission has the right to terminate the Contract if the reasons for delay are not accepted by the Mission. In that event, the Service Provider will forfeit the Bank Guarantee provided for premature termination of Contract. Mission shall also have the right to ban the Service Provider from participation in future tender processes.
29.	<b>Delay in submission of Insurance Policy</b>	The Service Provider should submit the requisite Insurance Policy within 3 months from the date of award of Contract	US\$500 per day for any delay beyond the prescribed period up to a maximum of 30 days after which Mission has the right to terminate the Contract if the reasons for delay are not accepted by the Mission. Mission shall

			also have the right to ban the Service Provider from participation in future tender processes.
30	<b>Delay in opening a separate Bank Account for the outsourcing operations with the Mission.</b>	The details of the bank account should be intimated to the Mission/Post before the start of outsourcing operations.	US\$100 per day in opening a separate Bank account from the date of outsourcing operations.
31	<b>Detection of unauthorised amounts collected from the applicants</b>	The Service Provider should provide access to the Bank Statement of the designated Bank Account whenever required by the Mission/Post	If any unauthorized amount is credited to the account, penalty @ 10% of the amount credited or US\$ 100 whichever higher will be imposed.

## **XVI. RESPONSE TO THE RFP**

20. 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 Para VIII.11 c and d. The prices for VAS are also inclusive of VAT and local taxes.
- iii. The Bidding Company should carefully fill in Annexure C, D and Annexure E and familiarise itself fully about the details in Annexure A, B, G and H, before responding to the RFP.
- iv. The Bidding Company must, in the Financial Bid format (Annexure-C), provide details of the costing process by which the Service Fee has been determined.

### **II. Method Statement**

The purpose of the Method Statement is to enable the Embassy of India, Tokyo , 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 a minimum staff as per the following format:

S.No.	City	No. of staff in each IVAC with designation.	No. of senior executives covering the Country with regions.
1	<b>Tokyo (IVAC)</b>	10 to 12	1 Country Manager
2	Kobe-Osaka (IVAC)	4 to 5	1 Manager
3	Nagoya (IVAC)	3 to 4	
4	Sendai (IVAC)	3 to 4	
5	Sapporo (IVAC)	2 to 3	
6	Fukuoka (IVAC)	2 to 3	
	Grand Total	24 to 31	2

- b. Explain the plan for the training of Staff to be employed under the Contract for Japan
- c. Give names and positions held by Key Staff who will be responsible for the management of the contract for Japan along with their experience in this field. Copy of the Service Contract or Appointment letter may be provided.
- d. Provide curriculum vitae for each member of the Key Staff mentioned above.

- e. 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.)
- f. Provide step-by-step Plan for IVAC rollout in respect of Japan, as per the agreed timelines.

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.

e. **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.

**XVII. SUBMISSION REQUIREMENTS**

- 21. The Bidding Company should submit its proposal as per the format below:
  - i) A separate Envelope containing a **Demand Draft for Bid Security Deposit**. Bids received without this will be summarily rejected.
  - ii) A separate Envelope containing the **Technical Bid**.
  - iii) A separate Envelope containing **Financial Bid including Annexure C for Service Fee and charges for VASs**
  - 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 Visa services**'

v) The Bidding Company should enclose a **Declaration by the Bidder** in the format at **Annexure-G**, along with the Technical Bid.

22. The **Financial Bid** should be in the format prescribed, as indicated in Annexure-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 in addition to the VAS component indicated in para 23(ii)(e).
- d. **Value added Services for specified services.** The price quoted should not exceed the maximum price prescribed by the Embassy of India, Tokyo. However, the Service Provider can offer prices lower than the maximum prices fixed by the Embassy of India, Tokyo, as per the commitments made in Annexure-E in the Technical bid. The value of the VAS will be determined on the basis of the total of prices offered for the approved list.

#### **XVIII. OPENING OF BIDS**

23. The stages of opening of bids will be as under:

i). Technical Bids

- a. In the first stage, only the envelopes i and ii, containing the Bid Security Deposit and the Technical Bid, along with the prescribed Annexures, 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/Outsourcing 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 Outsourcing Committee subsequently in the Chancery on the basis of responses to the RFP. Technical Bids which do not fulfil the mandatory criteria as per Annexure 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 Annexure E will not be considered for qualification to the Financial Bid stage.

- e Consideration of the technical bids by the Outsourcing Committee of the Mission may take up to 2 to 3 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 Outsourcing 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. (Details of amounts under each category or 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 (Annexure C) will be evaluated by the Outsourcing 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 assessed as unviable by the Outsourcing Committee 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:  
  
$$Q = (\text{Value of Service Fee} \times 0.8) + \text{Value of VAS} \times 0.2$$

Note: Value of Service Fee is the sum of fee for basic services, ten finger biometric and facial biometrics

Note: Value of VAS is the sum of prices quoted for 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 weighted value of the Service Fee and VAS is only for the purpose of determination of L1. The Service Fee/VAS for the purpose of operations will be as per the price offered by the bidding Company.
- i. Deleted
- 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 IVACs 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.

## **XIX Sending the Bids to Mission**

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

The proposal should be addressed by name to **Mr. Tshering W. Sherpa, Head of Chancery, Embassy of India, 2-2-11, Kudan-Minami, Chiyoda-ku, Tokyo 102 0074, Japan** and sent so as to reach on or before the due date. The Bids must be submitted in a secure package as explained under submission requirements and in the following manner:

- ☐ A signed original of the Technical Bid and Financial Bid along with enclosures
  - ☐ Four copies of the original proposal.
  - ☐ A CD copy of the proposal in PDF format
  - ☐ The Bid Security
- c. Faxed or e-mailed proposals will not be accepted. The envelopes should be superscribed '**Tender documents for Outsourcing of Visa Services**'.

- d. The proposal must contain the information required by the RFP, and signed by the authorized representative of the Bidding Company.
- e. The original must be signed by an authorized representative of the Bidding Company. This copy is deemed to be the master copy.
- f. The proposal must be received by **1200 hours on 26<sup>th</sup> December, 2016**. 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 the Embassy of India, Tokyo on the same day at 1600 hrs.
- g. The receipt of the proposal will be duly acknowledged as and when received.
- h. 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 Embassy of India, Tokyo in the proposal. This must be sent to the Mission along with the organization profile as indicated in Para 1.1 immediately for verification of antecedents.
- i. 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 Embassy of India, Tokyo 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 Embassy of India, Tokyo will be as indicated in Para XIV.17 (f) above. The contract will also include provisions of Force Majeure, termination of contract, and the consequences of termination.

## **XX. CLARIFICATIONS/ADDITIONAL INFORMATION**

25. Requests for further information must be in writing and be sent to the contact person mentioned in this document.

- a. Only communications in writing from the following will be considered as authorized communications on behalf of the Missions/Post concerned:

<b>Mission/Post</b>	<b>Name &amp; Designation</b>
<b>E/I, Tokyo</b>	<b>Mr. Tshering W. Sherpa, Head of Chancery E-Mail:- hoc.tokyo@mea.gov.in</b>

- b. The Embassy of India, Tokyo shall provide a copy of all questions and answers addressed during the tendering process to all the bidding companies. The source of questions will not be divulged.

- c. Questions from bidding companies will be accepted until 5 (five) working days before the Pre-bid conference. The Pre-bid conference will be held, as far as possible, 15 days before the last date for submission of bids. This will be followed by presentations by Bidding Companies as scheduled by the Mission/Post.
- d. Each Bidding Company shall provide the name and contact details of an individual to act as a point of contact during the tender process. Such nominated person may be required to provide clarifications regarding the bid and to provide additional information, if necessary, during the evaluation process.

#### **XXI. SCHEDULE FOR THE RFP PROCESS**

26. The following is the schedule of the tender process:

Closure of Bidders' questions: **27<sup>th</sup> November, 2016**

Pre-bid conference: **5<sup>th</sup> December, 2016 at 1600 hrs.**

Deadline for Submission of Proposals: **1200 hrs on 26<sup>th</sup> December, 2016**, i.e. RFP closing date

Opening of Technical Bids : **1600 hrs., on 26<sup>th</sup> December, 2016**

Date of beginning of outsourcing operations: **21<sup>st</sup> March, 2017**

(Mission has the discretion to change the date as per exigencies)

#### **XXI. STATEMENT OF SERVICE REQUIREMENTS**

27. The Service Provider shall establish Visa Application Centres adhering to good industry practice standards in Japan in the following cities in accordance with the timetable for commencement of operations agreed with the Embassy of India, Tokyo. All the IVAC locations listed below must commence operations simultaneously.

S.No.	City
1	<b>Tokyo (IVAC)</b>
2	<b>Kobe-Osaka (IVAC)</b>
3	<b>Nagoya (IVAC)</b>
4	<b>Sendai (IVAC)</b>
5	<b>Sapporo (IVAC)</b>
6	<b>Fukuoka (IVAC)</b>

#### **XXII. DECLARATION**

27. The bidding Company should enclose a declaration duly signed as in Annexure G

#### **XXII. RFP FORM TO BE SENT TO:**

28. Name:

Designation:

**Mr. Tshering W. Sherpa  
Head of Chancery,  
Embassy of India,  
2-2-11, Kudan-Minami, Chiyoda-ku,  
Tokyo 102 0074  
Japan**

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**Technical specifications for Digitization of  
Consular documents**

**1. Deliverables**

Scanning/ Digitization work has to be carried out at the respective Indian Mission/Post where-in all infrastructure/ manpower shall belong to vendor. The work involves in-house scanning of Printed or Handwritten Documents, Photographs, with necessary formatting and conversion of scanned pages into PDF/JPEG or other standard formats at selected Indian Missions/Posts abroad. Scanning/ Digitization work of Visa shall be carried out with the job specifications as in 3.1. The specialized software should be used for image processing. The data is to be stored in simple CD/DVD format with retrieval customized software.

**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.

**3.1. Jobs Specifications are as follows:-**

Job 1: Scanning one page of size A3/A4 with 200 DPI.

Job 2: Scanning one page of size A2 with 200 DPI.

Job 3: Scanning of one passport size colored photograph and/or Signature with 200DPI.

Job 4: Entering Meta data of about 300 Character (pertaining to each case) with 100% accuracy.

Job 5: OCR / ICR of one Page of scanned Image

Job 6: Image conversion to PDF format. In future GoI may ask for digital signature on these documents.

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.

J. Depending upon the document, the vendor may have to use OCR/ICR setups. The desired accuracy will be 99%.

- 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 6 months. The certificate and digital signature will be on PDF. 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.
- No hardware shall be provided by MEA/Indian Mission.
- 100% accuracy is required in indexing, which shall be verified against the scanned image. If image quality is not properly readable, the same rejection conditions arise.

#### **4. Specification of images:**

- It should be in black and white at 200 DPI with maximum size of 50KB per page
- Average page size should not exceed 50kb excluding the pages having photograph.
- Images should be de-skewed
- Images should be checked for black borders
- First page with photograph of the application should be scanned in both color and black and white.
- All pages in an application should be scanned as available in the file
- Once the files are scanned, the vendor should put all checks in place so that the quality of the images are further enhanced.

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 vendor should have the pages in the following order:
  - Reciept
  - Main Application form
  - All supporting documents available in the file
  - Cropped color photograph from first page.

**5. 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/PIO Number *[Depending upon 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, PIO, 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, PIO), 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 (filerfnumber) 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)+applicationtype(1or 2 char)\_outsourcagency(3 Char)\_date(in DDMMYY format)

e.g.

CSV File : SAURV\_VFS\_241013.csv

Folder Name of pdf : SAURV\_VFS\_241013 and files in this folder SAURV02345.PDF

#### **Application Type code**

V for Visa application

Blank for Passport application

PO for PIO 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 and other to MEA New Delhi]. However, the vendor 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

Missioncodedocumentcategory\_vendorcode\_serialnumber.

e.g USANV\_AGENCY CODE\_0001

USAN Mission code for New York (USA) note here mission code not the country code.

V document category Visa

for Passport it should be blank

for PIO it should be P

for OCI it should be O

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**Provisioning Implementation of Biometric Enrollment at Indian Missions**

Under the Visa issuance system, implementation of enrollment (collection) of biometric is under process. In addition to alphanumeric details outsourcing agencies need to capture biometric (ten finger prints and facial) also in due course. **However, separate rates are to be quoted for** enrollment of fingerprint biometrics and facial biometric.

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](http://stqc.gov.in/sites/upload_files/stqc/files/UID%20certificate%20of%20approval%20list%2013-10-2011.pdf)), NIC 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.
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.

**I. Technical Specifications**  
**A. Requirement of Number 4+4+2 FP Biometric Devices**

S No.	Item	Make / Model
1) Enrollment	4+4+2 FP Biometric Device	As specified in the STQC certified list <a href="http://www.stqc.gov.in/">http://www.stqc.gov.in/</a>

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

S No.	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, <b>ISO 19794-2, ISO 19794-4</b>
5	Minex Compliant Algorithm for Minutia Extraction ( <b>ANSI-378</b> )
6	Necessary Licenses ( <b>should not expire</b> )
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 Specification**

As 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.

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**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 CPV Services in Embassy of India Tokyo including CGI, Osaka-Kobe

**Centre-I**

**(Please provide details for every centre separately)**

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

Note: iii) 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.

Note: iv) Assumptions regarding volume/demand for services should be in line with those indicated by the Mission(s)/Posts concerned. Bids with wrong assumptions of demand, which will have a bearing on revenue estimates, will be treated as non-responsive and rejected.

**PART-I**  
**Section - A**

**Location of IVAC:**

S No.	Parameter	Total anticipated cost (in local currency)				Remarks by Mission (official use only)
A	B	C	D	E	F	G
		Monthly Expenditure	Annual Expenditure	One time Expenditure	Total Expenditure for the entire contract period of 4 years (4D+E)	
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:  counters cubicles office rooms					
3	Cost for above					
4	Number of Server/com puters with accessories to be installed. (pl specify price) 1. Counters 2. Office 3. Public					
5	Cost for above					
6	Description of furniture (chairs/ tables etc) to be put in the Centre. (pl specify with quantity and price) Office: Public:					
7	Cost for above					
8	No. of hardware items for					

	biometric enrolment , storage and transfer with quantity and price: Server computers, hardware.					
9	Cost of above					
10	List of equipment for CCTV with quantity and price:  cameras, Computer hard disc					
11	Cost for above					
12	Facilities at IVAC. (Pl specify items with quantity and price) TV Drinking water, vending machines for hot/soft drinks photo booth photocopier Wash rooms etc.					
13	Cost for above					
14	Installation of Ticket vending machine electronic display of the applications					

	in progress (pl specify separately with quantity and price)					
15	Cost of above					
16	Number of phone lines and internet connections (Pl specify items with quantity and price)					
17	Cost for above					
18	Description of contingency plan in case of interruption s					
19	Cost for above					
20	Description and number of equipment to be installed for computeriza tion 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 (Pl specify items with quantity and price)					
21	Cost for above					
22	Cost of operation of website in coordination with Mission giving information on the services being rendered.					
23	<p>Number of staff in different areas of operation indicating the position and responsibilities of executives/staff deployed. Organizational chart indicating the position and responsibilities of executives/staff deployed</p> <p>a. Executive/Supervisor  b. Staff  c. Security  d. Others (pl indicate number in each</p>					

	category and emoluments )					
24	Cost for above					
25	Additional services to be provided in the centre/to the applicants to increase efficiency and customer satisfaction.					
26	Cost for above					
27	Mechanism for monitoring the quality of services and performance checks including its frequency and remedial measures					
28	Cost for above					
29	Transportation of documents between IVACs and Embassy. Details of vehicles and staff to be engaged and safety measures to be taken. (pl indicate number of vehicles/drivers/security staff with					

	expenditure /emoluments					
30	Cost for above					
31	Expenditure on establishing a Call Centre. Only normal call charges should apply and waiting period should not exceed five minutes. Call Centre should have continuousl y updated information. <b>Note:</b> <b>Employees should know besides English, the local language of the country and language of the Indian community</b> .					
32	Expenditure on training staff					
33	Administrati ve Expenditure for obtaining bank guarantees					
34	Any other Item of Expenditure					

	(to be specified clearly)					
	<b>Total Cost</b>					

## **Section- B**

### **Summary of the Costing Statements**

S.No.	Details of Centres	Anticipated Expenditure for the contract period
	<b>Japan</b>	
1	Tokyo	
2	Osaka-Kobe	
3	Nagoya	
4	Sendai	
5	Sapporo	
6	Fukuoka	
	<b>Total Expenditure for Japan</b>	

## **PART-II-Section-A**

### **Proforma for Service Fee**

**Name of the Bidding Company:**

### **Financial Bid for outsourcing of Visa Services**

S.No.	Description	Amount (currency specified Mission) as by
<b>Visa Services</b>		
1	Basic Service	
2	Enrollment of ten finger biometric	
3	Enrollment of facial biometric	
	<b>Total Service Fee (1+2+3)</b>	

**Note: No part of Service Fee should be quoted as zero**  
**Determination of L1 will be as per details provided in Section VI (Paragraph 11A).**

## **PART-II-B**

### **Proforma for Value Added Services**

#### **List of Approved Value Added Services(VAS)**

S.No.	Description*	Maximum price fixed in the RFP	Price offered by Service Provider
1	Photocopying (per page)	JPY 10/-	
2	Photographs (pl indicate number)	JPY 800/- (For 4 photos)	
3	Printing (per page)	JPY 10/- for Black	

		JPY 50/- for coloured	
4	Courier service (express)	JPY 730/-	
5	Computer with Internet facilities (pl indicate minutes)	JPY 800/- (up to 1 hour)	
6	Form filling (equivalent to fee offered or the service fee whichever is lower)	JPY 1000/-	
7	eTV form filling (equivalent to the fee offered or service fee whichever is lower)	JPY 1000/-	
	Total	<b>JPY 4400/-</b>	

\* Mission can modify the list as per requirement at the RFP stage.

Signature  
Name & Designation  
(Service Provider)

### **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:

**(Income Tax/Corporate Tax and other taxes as applicable. Please indicate the formula and working sheet showing the amounts of tax arrived at. Tax amounts which have already been included in Section- A should not be included again)**

(e) Sum of (c) + (d):

(f) Total Anticipated revenue:

(No of total anticipated Visa applications x Service Fee. Please indicate the number of applications and Service Fee quoted now)

(g) Viability -Difference between (f) and (e). **= zero**

\* The number of applications must be on the basis of information provided in the RFP for the last 12 months.

Note1: The expenditure quoted on Section-A under each category must be based on local market prices and tax structures. The salaries quoted must be on the basis of cost to company and in consonance with the local wage and tax regulations. The bidding company should provide relevant details of local wage regulations to indicate the correctness of the salaries offered.

Note 2: The bidding company should indicate the calculation for arriving at the amount of tax payable by indicating the amount of profit provided for and quoting the local tax rates/slabs for the same. The bidding company should indicate details of taxes payable to the local Government/Agencies such as Sales Tax/Income Tax etc)

Note3: Mission has the right to disqualify the bid as unresponsive in the financial bid stage if the expenditure or revenue quoted 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)

**Mandatory Criteria**

**Note for Mission:** **Mission may kindly specify the Mandatory requirements under Section III, S.Nos. 1 to 6 and 10**

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

S.No.	Parameters
<b>I</b>	<b>Experience</b>
1.	Three years of experience in the field of outsourcing for CPV services or Government of India (GOI) e-governance 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 two 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>
<b>II</b>	<b>FINANCIAL STRENGTH OF THE COMPANY</b>
1	Bidding Company should have a minimum net worth equivalent of US\$ 2.5 million or a turnover of US\$ 2.5 million per annum based on the last three years' average- Certificate from an authorised external Auditing Agency.
	<u>Response of the Bidding Company</u>

2	<p>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.</p> <p><u>Response of the Bidding Company</u></p>
3	<p>Capacity to provide Insurance for services and obligations. The insurance should cover the properties of IVACs and services rendered by the Service Provider and the obligations including legal obligations arising out of them and should survive expiry or termination of Contract in regard to legal issues.</p> <p><u>Response of the Bidding Company</u></p>

<b>III</b>	<b>Scope of the work and deliverables required</b>
1	<p><b>Location of the service centre in a reputed area with convenient accessibility and proximity to the Mission/Post (maximum distance to be specified by Mission) -The location of the Centres must be permissible under local zoning laws.</b></p> <p><b>1.Tokyo- preferably within 4 kms. from the Mission</b></p> <p><b>2.Osaka-Kobe - preferably within 4 kms. from the Consulate</b></p> <p><b>3. Nagoya – In a reputed area within 4 kms. from the City Centre</b></p> <p><b>4. Sendai – In a reputed area within 4 kms. from the City Centre</b></p> <p><b>5. Sapporo – In a reputed area within 4 kms. from the City Centre</b></p> <p><b>6. Fukuoka – In a reputed area within 4 kms. from the City Centre</b></p> <p><u>Response of the Bidding Company</u></p>
2.	<p><b>Number of Centres (to be specified by Mission)</b></p> <p><b>1. Tokyo</b></p> <p><b>2. Osaka-Kobe</b></p> <p><b>3. Nagoya</b></p> <p><b>4. Sendai</b></p> <p><b>5. Sapporo</b></p> <p><b>6. Fukuoka</b></p> <p><u>Response of the Bidding Company</u></p>
3	<p><b>Size of the centre (area and layout), to be specified for the respective Centres</b></p> <p><b>1. Tokyo – 150 sq. mtrs</b></p> <p><b>2. Osaka-Kobe – 75 sq. mtrs.</b></p> <p><b>3. Nagoya - 60 sq. mtrs.</b></p> <p><b>4. Sendai – 60 sq. mtrs.</b></p> <p><b>5. Sapporo – 50 sq. mtrs.</b></p> <p><b>6. Fukuoka – 50 sq. mtrs.</b></p>

	<u>Response of the Bidding Company</u>
4	<p>Number of staff specifying nature of work to be handled (to be specified for the respective Centres)</p> <ol style="list-style-type: none"> <li><b>1. Tokyo – 10-12 and 1 Country Manager</b></li> <li><b>2. Osaka-Kobe – 4-5 and 1 Manager</b></li> <li><b>3. Nagoya – 3-4</b></li> <li><b>4. Sendai – 3-4</b></li> <li><b>5. Sapporo – 2-3</b></li> <li><b>6. Fukuoka – 2-3</b></li> </ol> <p><u>Response of the Bidding Company</u></p>
5	<p>Number of counters specifying the work to be handled (to be specified for the respective Centres)</p> <ol style="list-style-type: none"> <li><b>1.Tokyo - 5 counters</b></li> <li><b>2. Osaka-Kobe –3 counters</b></li> <li><b>3. Nagoya – 2 counters</b></li> <li><b>4. Sendai – 2 counters</b></li> <li><b>5. Sapporo – 1 counter</b></li> <li><b>6. Fukuoka – 1 counter</b></li> </ol>

	<p><u>Response of the Bidding Company</u></p>
6	<p>Submission hours (acceptance of applications at the Counters of IVAC should be 33 hrs per week(5 working days), with 45 hrs of back-office working time.</p> <p><b>Working Hours : 0900 to 1800 hrs. with lunch break from 1300 hrs. to 1330 hrs. from Monday to Friday</b>  <b>Submission Hours : 0900 hrs. to 1600 hrs. with lunch break from 1300 to 1330 hrs.</b></p> <p><u>Response of the Bidding Company</u></p>
7	<p>Total turnaround time should not be more than <b>60</b> 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>

8	<p>Bar-coded receipt and electronic data entry system - Detailed explanation should be given in the Bid. If needed a presentation is to be given in the Mission/Post and Ministry</p> <p><u>Response of the Bidding Company</u></p>																				
9	<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) -Certification must be as per the latest version wherever applicable.</p> <p><u>Response of the Bidding Company</u></p>																				
10	<p>Security and vigilance system in the centre- ( to be specified by Mission for each centre)</p> <table><tr><th>S.No</th><th>Details</th><th>Tokyo</th><th>Osaka-Kobe</th><th>Other places</th></tr><tr><td>1</td><td>No. of security staff</td><td></td><td></td><td></td></tr><tr><td>2</td><td>No. Of metal detectors</td><td></td><td></td><td></td></tr><tr><td>3</td><td>No. of CCTV cameras with computer/recording</td><td>6</td><td>3</td><td>2 each</td></tr></table>	S.No	Details	Tokyo	Osaka-Kobe	Other places	1	No. of security staff				2	No. Of metal detectors				3	No. of CCTV cameras with computer/recording	6	3	2 each
S.No	Details	Tokyo	Osaka-Kobe	Other places																	
1	No. of security staff																				
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3	No. of CCTV cameras with computer/recording	6	3	2 each																	

	<table><tr><td></td><td>facility</td><td></td><td></td><td></td></tr></table>		facility			
	facility					
	<u>Response of the Bidding Company</u>					
11	<p>Storage and security of documents in the centre (strong room, cabinets and key system, details of staff responsible for the same) Detailed explanation should be given. If needed a presentation is to be given in the Mission/Post and/or Ministry.</p> <p><u>Response of the Bidding Company</u></p>					
12	<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 IVACs and Mission/Post. Transportation of documents by public transport is prohibited If needed a presentation is to be given in the Mission/Post )</p> <p><u>Response of the Bidding Company</u></p>					
13	<p>Electronic display of the progress of the applications in the centre. Detailed explanation should be given. If needed a presentation is to be given in the Mission/Post and Ministry.</p>					

	<u>Response of the Bidding Company</u>
14	<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. If needed, a presentation is to be given in the Mission/Post</p> <p><u>Response of the Bidding Company</u></p>
15	<p>Wherever online application is not used, creation of meta data file along with sub-files for enclosed documents. Detailed explanation should be given. If needed a presentation is to be given in the Mission/Post.</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. If needed a presentation is to be given in the Mission/Post</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. If needed a presentation is to be given in the Mission/Post.</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. If needed a presentation is to be given in the Mission/Post 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> <p><u>Response of the Bidding Company</u></p>

<b>IV</b>	<b>Facilities</b>
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. If needed a presentation is to be given in the Mission/Post</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 service provider'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 Mission</p> <p><u>Response of the Bidding Company</u></p>
5	<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. If needed a presentation is to be given in the Mission/Post</p> <p><u>Response of the Bidding Company</u></p>
6	<p>Maintenance of confidentiality of the information and prevention of leakage of information from the centre, in compliance with local laws. Detailed explanation</p>

	should be given. If needed a presentation is to be given in the Mission/Post.
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	<u>Response of the Bidding Company</u>
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Signature:  
Name & Designation:  
(with seal of the bidding Company

( to be signed by CEO or equivalent Authority)

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**Proforma for Evaluation of Technical Bids - Grading companies giving marks**

**Note:** Bidding Companies should fill up the details carefully without omitting any items in text form only. Any tables, photos etc may be enclosed as Annexures, i.e BC-1, BC-2 etc. (BC : Bidding Company)

	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	
A	B	C				D
1	<p><b>Location of the IVACs [as per local zoning regulations (mandatory)]</b></p> <p>i) with convenient accessibility in the city concerned with actual location of the building(s) – to be explained by the bidder (4 Marks)</p> <p>ii) Parking facilities with capacity and type of parking (3 Marks)</p> <p>iii) proximity to the Mission/ Post (3 Marks)</p> <p>(distance in Kms should not be more than the maximum distance prescribed by Mission)</p>					<p>Marks will be given as per the information provided by the bidding company.</p> <p>The best offer will be marked as 10, as indicated under column B, and the others at a lower level on a relative basis to that offer.</p>
2	<p>Size of the centre (area and layout)</p> <p>Area:  ( 6 marks)</p> <p>Layout details:</p>					<p><b><u>Area:</u></b></p> <p>If all the bidding companies provide the mandatory requirement only. Every bidder will</p>

	<p>(explanation with drawing)</p> <p>( 4 marks)</p>					<p>be given six marks. If any bidder gives additional area of 20% or more than the mandatory area, then the bidder will be given six marks and others reduced relative to that.</p> <p><b><u>Lay out details:</u></b></p> <p>If all the bidding companies provide the similar quality explanation, then every bidder will be provided 4 marks. However, in case of difference in quality, the best will be given 4 marks and others reduced relative to that.</p>
3	<p>i) Number of submission counters</p> <p>( 6 marks)</p> <p>ii) efficiency of the submission process.- to be explained by the bidder</p> <p>( 4marks)</p>					<p><b><u>Number of submission counters:</u></b></p> <p>If all the bidding companies give the mandatory requirement, then every company will be given six marks. However, if any company gives additional staff of 20% or more, the company will be given six marks and others will be reduced relative to that.</p>

						<p><b><u>Efficiency of the submission process:</u></b></p> <p>The best process proposed will be given 4 marks and the others reduced relative to that. However, if all the bidding companies propose similar processes, then all will be given 4 marks.</p>
4	<p>i) Quality of Organisational Structure</p> <p>( 4 marks)</p> <p>ii)Number of staff at each level and qualification (Manager, Supervisor, counter staff, security staff, data entry staff, receptionists, others)</p> <p>( 6 marks)</p>					<p><b><u>Quality of Organisational Structure</u></b></p> <p>The best structure proposed will be given 4 marks and the others reduced relative to that.</p> <p>However, if all the bidding companies provide similar quality explanation, then all will be given 4 marks.</p> <p><b><u>Number of Staff:</u></b></p> <p>If all the bidding companies give the mandatory requirement, then all of them will be given six marks. However, if any company gives additional staff of at least 20% or more, the company with the highest number of</p>

						staff will be given six marks and others will be reduced relative to that.
5	<p><b>Submission* hours of the IVAC per week</b></p> <p>Minimum working hours per week: 45 hrs excluding weekends with minimum 9 hrs per day.</p> <p>Minimum submission hours per week: 33 hrs with minimum 6½ hrs per day. ( 10 marks)</p>					<p>If all the bidding companies give the mandatory requirement only, all of them will be given 10 marks.</p> <p>However if at least one company gives a minimum of 5 hrs of additional submission hrs per week, then that company will be given 10 marks and others will be given reduced marks relative to that</p>
6	<p><b>Total Turnaround time for submission (from the time of entry/token generation to the time of generation of payment receipt.</b></p> <p>(subject to a maximum of 60 minutes) ( 10 marks)</p>					<p>If all the bidding companies give the mandatory requirement only, all of them will be given 10 marks.</p> <p>However, if at least one bidding company offers 25% or less of turnaround time, that company will be given 10 marks and others given reduced marks relative to that.</p>
7	<p><b>Call Centres</b></p> <p><b>Call waiting times - not more than 5 minutes</b></p> <p>Marks : 5</p>					<p><b><u>Call waiting period:</u></b></p> <p>5 marks to be awarded for the bidder with the shortest waiting</p>

	<p>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. ( 5 marks)</p>					<p>period and the others to be reduced relative to that. If all the bidding companies give the mandatory requirement only, all of them will be given 5 marks.</p> <p><b><u>Efficiency of the Call Centre:</u></b> Based on the detailed explanation provided, 5 marks will be awarded to the best and others given reduced marks relative to that. If all the bidding companies give explanations of similar quality, all of them will be given five marks.</p>
8	<p>i) <b>Quality of the website</b> ( 5 marks)</p> <p>ii) <b>Grievance Redressal Arrangement and Analysis.</b> ( 5 marks)</p> <p>(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 and easily available</p>					<p><b><u>Quality of the website:</u></b> Based on the quality of the website proposed, the best will be given five marks and others given reduced marks relative to that. If all the bidding companies give explanations of similar quality, all of them will be given five marks.</p> <p><b><u>Quality of the grievance redressal system:</u></b></p>

	<p>by a drop down menu under fee schedule main menu, without the requirement of filling up of individual data.</p> <p>The website should be interactive with a 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>Based on the quality of the grievance redressal system proposed, the best will be given five marks and others given reduced marks relative to that. If all the bidding companies give explanations of similar quality, all of them will be given five marks.</p>
9	<p><b>Record of Past Performance with Mission/Post/MEA</b></p> <p><b>The following aspects to be considered:</b></p> <p>i) Record of Show cause notices issued, reasons therefor and the quality of responses received.)</p> <p>ii. Nature of complaints received from the applicants against the Service Provider</p> <p>iii. Any Premature termination of Contract by the</p>					<p>Under this column, marks may be awarded on a scale of 1 to 10, but it is not necessary to award 10 marks to any company, unless past performance has been exemplary.</p> <p>Companies who have not worked with the Mission/Post may be given a neutral evaluation for the purpose of ranking (5 marks) However, if the company has worked in other Missions/Posts</p>

	<p>Service Provider for reasons not accepted by Mission/MEA</p> <p>iv. Termination of Contract by the Mission due to deficiency in services/security/ data leakage etc</p> <p>v. Attitude towards Mission/Post's instructions to the Service Provider, reliability and faithfulness in implementing Mission's instructions</p> <p>vi. Quarrelsomeness and litigiousness of the Service Provider</p> <p>vii. Record of payment of penalties imposed by the Mission</p> <p>viii. Delivery of VAS without complaints</p> <p>ix. . Performance regarding digitisation/indexation of documents</p> <p>x. Delays in transfer of money to the Government Account</p> <p>xi. Instances of bounced cheques</p> <p>xii. Complaints in other Missions/ Posts/MEA</p>					<p>and has complaints may be given less than five marks.</p> <p>The SPs with a poor record in the Mission/Post will be given marks between 1 and 5.</p> <p>The SPs with a good record may be given marks between five and nine.</p> <p>(In cases where the Mission/Post claims that the performance has been poor in the past, it should be able to produce records in support of the claim.)</p>
10	Reputation of the					Based on the

	bidding company in the market and quality of non-GOI client list and references received from them  [i) Minimum three references required  ii) Period of referred service should not be more than five years old with length of service being minimum one year.  iii) The services under reference should pertain to categories of services eligible for the present tender process]  ( 10 marks)					information provided by the bidding companies, the marks will be awarded subject to the conditions explained in column B being fulfilled.  Explanation:  The bidder with the best market reputation and references should be awarded 10 marks. The others will be awarded less marks on a scale relative to the best offer.  At the other end, bidding companies not satisfying the above stipulation will be given zero mark.
	<b>Total Marks 100</b>					

**Total Marks : 100**

**\*Qualifying mark (70%) : 70**

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

**(Note:\* to change for each market)**

**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.**

\*\*\*\*\*

~~(to be included only in the case of two Service Provider model)~~

~~We, \_\_\_\_\_, the Bidding Company do hereby confirm that we have no objection to Mission's decision to have two Service Providers simultaneously in all the Cities/Centres in the Country, as below:~~

~~i)~~

~~ii)~~

~~n)~~

~~2. We also have no objection if Mission decides to make alternative arrangements with the same Service Fee to replace the other Service Provider who has opted out before or during the Contract period.~~

~~3. We are also aware that in case we decide to opt out of the two Service Provider model during the tender process or after award of Contract or during the period of Contract, Mission has the right to debar us from future tender process and also encash the Bid Security Deposit and the Bank Guarantee for premature termination of Contract.~~

Signature

Name & Designation

~~(to be signed by CEO or equivalent rank)~~

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

We, -----, the Bidding Company taking part in the Tender for outsourcing of Visa Services in Embassy of India, Tokyo and Consulate General of India, Osaka 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 Mission (Name.....). 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 IVACs, 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 IVACs shall be cleared from security angle by the Mission (Name-----). 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, D and E 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 e Tourist 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(s), 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: \_\_\_\_\_

**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 dated .....made 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

## AGREEMENT FOR OUTSOURCING OF VISA SUPPORT SERVICES

THIS AGREEMENT IS MADE ON THE ..... DAY OF -----(MONTH AND YEAR)

BETWEEN

**The President of India, represented by Ministry of External Affairs through the Embassy/High Commission/Consulate General of India, ----- with the address at ----- of the one part**

AND

**M/s ----- (Company Registration No.----- dated ----- issued by -----) a company incorporated in -----, with its registered address at -----, of the other part, hereinafter collectively referred to as the parties**

**WHEREAS** the ----- of India, ----- represented by (Name , Designation) [hereinafter referred to as the Mission] provides visa/passport/consular services and M/s ----- [ hereafter referred to as '**the Service Provider**' ] has agreed to provide a range of Visa/Passport/Consular\* support Services[ hereafter referred to as ' the services' to Mission/Post as provided under the terms of this Agreement.

*(\* ~~strikeout services not applicable in the entire document, to reflect the actual services covered by the contract~~)*

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS;**

### **1. PROVISION OF SERVICES AND FEE**

- i The Service Provider agrees to provide the services in respect of visa services applications as set out in Schedule –I of this Agreement at the designated exclusive visa/passport/consular service centres {India Visa Application Centres(IVAC)} at the following places: (City and location)
  - 1.
  - 2.
  - 3.
  - n).
- ii The support services to be provided by the Service Provider, the details and the mode and manner to be adopted for the same is as set out in Schedule 2 of this Agreement.
- iii For every application received by the Service Provider from the Applicant in person or by post/courier or from authorized representative or agent of the applicant for processing, the Mission/Post agrees that the Service Provider shall be entitled to charge from the Applicants at the time of submission of application, a Service Fee as follows:
  - a) Basic Visa/Passport/Consular Services: ----- (in words)

*(Please mention separately if the Service Fee is different for different services)*

- b) Basic Visa/ Passport/ Consular Services + ten fingerprint biometrics as indicated in Annexure B of the RFP: ----- (in words)(as and when introduced)

*(please mention separately if the Service Fee is different for different services)*

- c) Basic Visa/ Passport/ Consular Services Visa/ Passport/ Consular Services + ten fingerprint biometrics + facial biometrics as indicated in the Annexure B of the RFP: ----- (in words) (as and when introduced)

*(please mention separately if the Service Fee is different for different services)*

- iv) The Service Fee [**'the Service Provider's Service Fee'**] is inclusive of all taxes per service for the services rendered. The Service Provider shall not receive any payments from the Mission for providing services to the Applicants. The Service Provider shall also collect the Visa/Passport/consular application fee and the Indian Community Welfare Fund (ICWF) fee (both together known as Government of India Fee or GOI Fee) from the applicants at the time of application and issue a receipt to the applicant, as provided in sub-clause v of this Article.

- v) The receipt given to the visa services applicants should clearly indicate the following details:

- a. Visa services Application Fee (Government of India Fee charged by the Mission)
- b. Consular Surcharge on each application (towards Indian Community Welfare Fund) (GOI Fee)
- c. Service Fee ( to be retained by the Service Provider))
- d. Bank Commission/Agency charges (on actual basis payable by applicant - to be retained by the Service provider)
- e. Value added Services (VAS), as requested by the applicant and as per approved list of VAS by the Mission

- vi. The Service Provider's Service Fee and charges for VAS are inclusive of VAT and local taxes. It is the responsibility of the Service Provider to pay local taxes/VAT to the local authorities)

## **2. SCOPE OF WORK AND DELIVERABLES**

The Service Provider shall be responsible for the following:

### **i) Distribute Application Forms.**

The Service Provider shall arrange to print the Mission's Visa service Application Forms, for which the services have been outsourced at his/her own cost and in the format prescribed by the Mission/Post along with changes whenever made by Mission/Post.

### **ii) Assistance to Applicants**

Assist the Applicants providing factual information on various available categories of visa services and processing the application. The Service Provider shall ensure that the applicants are shown utmost courtesy and rendered proper assistance by the staff of the India Visa Application Centre (IVAC). The staff shall not enter into any argument or acts leading to unpleasantness with the applicants/visitors in the Centre. Any such act(s) shall be dealt with seriously and appropriate remedial measures taken, including penalties applicable, and/or removal of the erring staff member by the Service Provider, if the complaints are serious.

**iii) Acceptance of applications**

Accept visa service applications from applicants in person or from representatives/agents authorised by the applicants, including those received by post/courier, together with the Applicant's passport, Visa Fee together with Indian Community Welfare Fund surcharge (Government of India Fee), the Service Provider's Fee and other necessary and supporting documents. However, whenever the Mission has provided to the Service Provider a list of approved Third Party Agents to collect and deliver applications on behalf of the applicants, then only such authorized Third Party Agents approved by the Mission should handle the applications with the Service Provider.

**iv) Scrutiny of applications.**

On receipt of applications, scrutinize the various documents and forms to ensure they are properly completed (in accordance with the instructions of the Mission/Post) and ensure that each passport/visa/consular service application form has clear audit information on it to allow easy identification of the Visa/Passport/consular services Application Fee together with Indian Community Welfare Fund surcharge (Government of India Fee) paid, the type of visa services required and date of payment. Maintain proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices to be prescribed by the Mission.

**v) Sending/Collection of visa services documents and Passports**

Application documents along with passports are to be forwarded to the Mission securely and in a timely manner on each working day. Processed applications and passports to be collected from the Mission on each working day (*the timings and manner of which will be determined by the Mission*). Handing / taking over of applications and passports will take place at the premises of the Mission. Registers/Logbooks shall be maintained in this regard and reports provided to the Mission, as prescribed, from time to time.

**vi) Providing Accurate Status of the Applications on the Website**

The Service Provider should mandatorily provide 4 SMS updates for Postal/courier applications (i. receipt of application in the IVAC, ii. despatch of documents to the Mission/Post, iii. receipt of documents in the IVAC from Mission/Post and iv. despatch of documents by Courier/Post). In regard to applications received in person in the IVAC, 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. The Service Provider should also display a copy of the Service Level Agreement (SLA), pertaining to the service standards for the applicants, prominently in the IVAC and also on the website.

**vi) Return of documents to Applicants**

Return passports, visas and other documents to the Applicants in person or the authorized agent or representative in person or dispatch them by Post/Courier to the applicant or his/her authorized representative or Third Party Agent, as approved, in a timely and orderly fashion in a secure and verifiable manner. In no case should passports be sent by unregistered Post or by unverifiable means. The expenses for postage/courier will be borne by the applicants, unless they specifically opt for the relevant Value-Added Service.

**viii) Deposit and collection of documents in person**

There is no restriction on depositing or collection of documents by the applicants or by their authorized representative/agent in person from the IVAC, with a suitable authorization letter.

**ix) Scheduling of Appointments**

Service Provider to inform applicants, who are required to attend interviews at the Mission, of the interview date and ensure that an efficient system is in place for the scheduling of appointments for Applicants requiring an interview with the officials of the Mission.

**x) Acceptance of Fee**

The Visa Fees together with Indian Community Welfare Fund surcharge (Government of India Fee) payable to the Mission/Post and the Service Provider's Service Fee and charges for Value added Services (VAS) will be accepted in all manners of payment, such as debit/credit cards, Demand Draft, postal/money order etc, generally used in ----- (country), except personal cheques or company cheques.

**xi) Transfer of Government of India Fee to the Mission/Post's Account**

Accept such Visa/Passport/Consular services Application Fee together with Indian Community Welfare Fund surcharge (Government of India Fee) and pay the same to the Mission's designated bank account, on the day of the receipt electronically through quickest procedures. In case there are no such facilities, the amounts received should be paid into the Mission/Post's designated accounts on the same day or the following working day in the case of delayed receipts. Any delay in depositing the amounts in to Mission's account shall be dealt with in accordance with provisions contained under the Section on, Penalties of the Agreement. Any delay between transfer of money and actual receipt into the government account should be explained with reasons to the Mission or the Audit authorities of the Government of India. Any such delays not acceptable to the Mission or Audit authorities will lead to imposition of penalties as prescribed under the Section on Penalties.

**xii) Procedure for reconciliation of Visa Services Application Fee**

Clear and transparent audit trails of Visa Services Application Fees, together with Indian Community Welfare Fund surcharge (Government of India Fee), shall be drawn up from the time the Applicants' applications are submitted, in a format to be agreed between the Mission and the Service Provider. The Service Provider shall reconcile the amounts remitted on a daily basis, or at any other intervals decided by the Mission from time to

time. The Service provider commits to implementing CONSPROM software created by National Informatics Centre (NIC) or any other platform as and when required by the Mission. Similar audit trails shall be drawn for the collection of Service Fee and Value Added Services (VAS) and Bank/agency charges collected by the Service Provider from the applicants.

**xiii) Receipt to Applicant**

Provide a bar-coded receipt to each Applicant acknowledging receipt of the Visa services Application Fee together with ICWF fee (Government of India Fee), Service Provider's Service Fee and VAS charges paid to the Service Provider and such receipt shall also state the category of visa services applied for and the date of such payment including mode of payment. A copy of the bar coded receipt is to be enclosed with the application when the same is forwarded to the Mission. The Service provider should ensure that there are no malpractices in the issue of receipts, such as duplicate receipts, missing serial numbers, handwritten receipts etc.

**xiv) Bank Commission/Agency charges**

Bank Commission/Agency charges shall be collected by the Service Provider on actual basis depending on the mode of payment such as cash, credit/debit cards, demand drafts, online payment etc. The Service Provider shall not collect in excess of the actual charges. The details of such charges shall be displayed prominently in the IVAC and website of the Service Provider for the benefit of applicants. Bank Commission/Agency charges are not an accepted source of income for the Service Provider and should be based on actuals. The Service Provider should maintain a record of verifiable data indicating details of Bank/agency charges collected from the applicants and payments made to the Banks/agencies concerned for audit purposes of the Government of India.

**xv) Digitisation and Indexation of data**

- a) The Service provider is responsible for Digitisation/Indexation of Visa application forms along with enclosures, as per the parameters prescribed in Annexure A. The data pertaining to visa services should be compiled in separate CDs for uploading to the respective centralised servers. For this, the Service Provider should make sample CDs with limited data entries and get the approval of NIC.

After approval, the CDs with full data and proper indexation, for respective services, should be made periodically, on a weekly basis, and sent to the Ministry of External Affairs, CPV Division, through the Mission/Post. The label of the CDs should 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 centralised system. The Service Provider will be responsible for any mismatch in data after uploading finally and will be required to take remedial action.

- b) The Service Provider should create metadata files and PDF files as per parameters indicated in Annexure A of RFP to enable efficient linking to the case files and digitised/indexed documents.

- c) While scanning documents for digitisation/indexation, peripheral enclosures such as booking of air passages etc. need not be included. In regard to visa services, documents such as invitation letter, business invitation/introduction letter, sponsorship letter, admission letter in college/University etc. should be digitised.
- d) In respect of passport documents, the enclosures such as Birth Certificate, marriage certificate, address proof documents, copy of the previous passport or any other documents prescribed by the Mission should be scanned and digitised/indexed.
- e) The digitization/Indexation of documents should be completed within one week from the receipt of application, unless specifically extended by Mission/Post, failing which penalties will be imposed as indicated under the Section on Penalties.

**xvi) Enrollment of finger and facial biometrics**

Enroll ten finger and facial biometrics in respect of visa applicants and transfer the data to the Mission/Post electronically on each working day, as per format prescribed in Annexure B of the RFP, in coordination with NIC. The Service Provider should ensure safety of storage and transfer of such data.

**xvii) Quality control and systems**

The Service Provider will be required to have in place a reliable quality control system that maintains continuous surveillance on service standards; put in place a viable and effective security and vigilance system; operate an e-mail, tele-enquiry facility and electronic display in order that Applicants can track the progress of their applications; put in place a system where telephone enquiries can be answered promptly; have in place an adequate contingency plan, prior to entry into operation of this Agreement, to maintain an acceptable level of service if the operation of any/all India Visa Application Centres (IVAC) are interrupted for any reason; and ensure that email and postal letters are replied within two working days of receipt. The Service Provider will be bound by the Service Level Agreement enclosed with this document as Annexure-1.

**xviii) Certification**

The Service Provider should submit the following Certificates at the time of signing of the Agreement and enclose a copy of the same:

ISO-9001-2008 certification for quality management

ISO-27001-2013 certification for IT related services. However,

ISO-23026-2015 for website quality certification is to be submitted within three months from the date of award of Contract

The certification should be upgraded to the latest version as and when available. Any other procedures for privacy and protection of data should be implemented as indicated in the RFP besides compliance with local Government procedures. It will be the responsibility of the Service Provider to ensure full compliance with local laws in this regard, to ensure compliance with privacy laws and protection of personal data.

**xix) Reporting of Fraud**

The Service Provider will immediately notify and report in writing to ----- of India, - ----- any case of fraud, crime, theft, cheating, burglary, dacoity, larceny or misappropriation in respect of all or any property, tangible or intangible, physical or electronic etc. and all the details thereof along with action taken in the matter and also the steps taken/being taken to prevent such happenings in future. It will also be the responsibility of the Service Provider to provide any CCTV footage of the IVAC, required for the purposes of investigation.

The Service Provider shall also be responsible for any financial or legal implications in such an eventuality.

**xx. Emergency Situation**

Depute a person to make available the application/documents during weekends/holidays/after office hours to the Mission/Post to deal with any emergency situation in coordination with the designated officer of the Mission.

**3 FACILITIES**

The following facilities and infrastructure will be provided for the outsourcing of Visa services:

**i) INDIA VISA APPLICATION CENTRE AND ITS WEBSITE**

- a) The Service Provider shall ensure that the IVAC is easily accessible to members of the public. The IVAC shall have an area of ----- sqm with sufficient space in terms of back office, waiting area, number of counters (pl. indicate) and processing area as approved by Mission/Post and indicated in Annexure-E to the RFP to deal with the applicants. Adequate area will be earmarked for Value Added Services and for enrollment of biometric data of the applicants. The office will have adequate number of Computers/printers/scanners etc as indicated in Annexure E with appropriate software as prescribed by National Informatics Centre and as per standard quality parameters.
- b) Walk-in facilities for applicants will be provided as a standard procedure. The turnaround time for the applicants shall not exceed --- minutes as indicated in Annexure E to the RFP.

- c) Submission of documents by applicants on appointment basis is optional, with due approval of the Mission/Post and at no extra cost. In such cases, separate counters shall be provided for applicants with appointments.
- d) Separate arrangements should be made for applications from Travel Agents so that the individual applicants are not inconvenienced due to bulk submissions by travel agents. There should, however, be no additional charges for submissions by Travel Agents.
- e) The staff of the IVAC shall be well-versed in English and the local language, besides availability of facility for Hindi and/or the prominent local Indian community language.
- f) The IVAC shall have a clear display system indicating the token number of applicant being processed.
- g) The IVAC shall have provision for drinking water, heating/air-conditioning, lighting arrangements, washrooms, and internet/wi-fi for online application submission, etc. The IVACs shall be open from ---- am to ---- pm on all days, excluding weekends and public holidays in ----- (Country) as decided by the Mission/Post. The submission hours for applicants should conform to the details indicated in Annexure E to the RFP.
- h) The Service Provider shall also have a separate interactive blog or section titled 'Suggestions and Complaints' in its website, as specified by the Mission, to receive suggestions and complaints from the applicants which shall be available for viewing by interested members of the public. The Service Provider shall respond to such complaints to clarify the situation. The details of this interactive blog/website should be displayed prominently at the IVAC, along with a copy of the service standards stipulated in the Service Level Agreement.
- i) Nominate a person who will be reachable weekends/ holidays or after office hours, for coordination with the Mission/Post to deal with any emergency situation.
- j) Adequate electronic surveillance system and manual security system will be provided for in the Centres, as provided under Annexure D of the RFP.
- k) Appropriate security in the form of a strong room/cabinet for keeping the documents and passports of the applicants in a secure manner will be provided.
- l) Provide an electronic information display at IVAC about the status/progress of the application.

## **ii) IT RELATED MATTERS**

The Service Provider shall make appropriate provisions for the following:

- (a) An IT system which will allow the entire Service Provider's consular service network access to any centrally based appointment system.
- (b) The service provider shall submit the following Certificates at the time of signing the Agreement:

ISO-9001-2008 certification for quality management

ISO-27001-2013 certification for IT related services

However, ISO-23026-2015 for website quality certification (is to be submitted within 3 months from the date of award of contract.

The upgraded version shall be provided as and when available.

- (c) The Service Provider shall be responsible for Electronic transfer of biographic and biometric data of the applicants, along with PDF files of enclosures, to the Mission/Post as per the prescribed format.
- (d) Wherever required, meta-data files with sub-files for enclosures, shall be created to enable electronic transfer of data.
- (e) Enrollment of biometric data, ten finger biometric and facial biometrics, as prescribed by National Informatics Centre right from the beginning and in coordination with the Mission/Post.
- (f) Digitisation and indexation of documents including enclosures and photographs as per the parameters indicated in Annexure-A of RFP and as prescribed by Mission as and when required. The digitised/indexed documents shall be passed on to the Mission/Post in the prescribed format approved by Mission/Post within the prescribed time frame to enable an efficient search and retrieval operation. Delays in digitization/indexation of documents will attract penalties including forfeiture of Bank Guarantees. While the time frame for indexation/digitization of documents should be strictly adhered to, the Service Provider should complete the work without any shortcomings at the time of expiry/termination of Contract, failing which all the Bank guarantees with the Mission will be forfeited by the Service Provider to meet the cost of completion of the balance of work by the company/agency approved by the Mission.
- (g) The ability to computerise operations related to the accounting of fee collection. The Service Provider shall provide for introduction of CONSPROM software for accounting procedures as and when introduced by the Mission, in consultation with the National Informatics Centre (NIC). The requisite software will be provided by NIC free of cost.
- (h) The ability to computerise operations related to the tracking of passport movement from receipt to delivery. This status shall also be available in the website of the Service Provider.

- (i) A security system for the control of Applicants and safe custody of documentation collected/biographic and biometric data, including information held on IT systems.
- (j) An effective quality control system.
- (k) Records and statistics in the format required by the Mission/Post.
- (l) The Service Provider will establish and operate a website in coordination with the Mission/Post, which will contain all information relevant and useful to visa service applicants. All information posted on the website shall have the approval of the Mission/Post in advance.
- m) 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, as per the SLA.

**iii). RECRUITMENT AND STAFF REQUIREMENT**

- (a) The Service Provider shall recruit and train staff who can explain clearly and accurately the Visa services and the application process and the details of documents which shall be submitted along with the application.
- (b) The qualification of the staff recruited shall be a minimum of graduation level for officials holding managerial and supervisory positions and preferably graduate level qualification for officials holding other positions. They will also have appropriate educational qualification for the type of work to be handled and shall be well-versed with the local language and English, besides Hindi and/or the language of the local Indian Community.
- (c) The staff shall have appropriate work permit/visa to work in the centre and shall be free from any criminal records.
- (d) The Supervisory and executive personnel of the Service Provider will be responsible for the efficient running of the Centres and shall closely coordinate with the Mission/Post.
- e) The management and staff of the Service Provider shall be courteous and helpful to the applicants.
- f) The Service Provider shall adhere to good industry practices.
- g) The Service Provider shall provide details of the personnel to be deployed in the IVACs for pre-verification purposes and approval by Mission/Post. Persons not cleared by Mission/Post shall be replaced immediately at the Service Provider's cost and liabilities.

#### **4 CHARACTER AND ANTECEDENTS**

The Service Provider shall be free from any allegations or activities connected with human trafficking, hawala transactions, cheating, corruption, bankruptcy and anti-Indian activities or acts inimical to the interests of India. Any adverse information which comes to light after the signing of contract could lead to termination of the same immediately and the expenses in this regard shall be borne by the Service Provider. The Mission/Ministry, shall have the right to call for a Police Clearance Certificate at any stage in respect of any member of the senior management of the Service Provider and in the event of any adverse report about his/ her involvement in any of the above mentioned activities, Ministry shall have the right to take appropriate action, including termination of Contract or blacklisting of the Service Provider.

#### **5. ELIGIBILITY AND PREREQUISITES**

Eligibility of the bidding companies has been explained in the RFP. Any misrepresentation of facts, established subsequently, would lead to termination of the contract. Accordingly, sister companies and subsidiaries of the bidding company shall not bid separately for visa services. If this is found after the signing of the contract, the Service Provider is liable for termination and the costs of termination shall be borne by the Service Provider.

#### **6. BANK GUARANTEES**

The following irrevocable Bank guarantees shall be provided by the Service provider at the time of signing of the Agreement:

(a). The Service Provider shall provide a Bank Guarantee amounting to ----- (currency to be prescribed by the Mission/Post, fixed at 3 days of daily Government revenue collected by Service Provider for providing those services (visa services), as applicable, being outsourced by Mission/Post, based on the daily average over the preceding twelve months) for the government funds held by it temporarily, after collection, and for the safety of documents. In case of repeated defaults, the Mission/Post reserves the right to terminate the contract.

(b). The Service Provider shall provide a performance Bank Guarantee fixed at 2% of the annual expected visa revenues of the Government, as per services outsourced, based on the preceding twelve months or US\$20,000 whichever is higher, for penalties due as explained under Para.- 'Operational Penalties' of this Agreement. This Bank Guarantee will be provided in four pieces of 50%, 20%, 20% and 10% of the total value.

(c). The Service Provider shall provide a Bank Guarantee for premature termination of Contract, for a sum of ..... (*Mission to insert amount*), equal to Service Fee (as per L1) x 180 days x number of applications per day, on the basis of the daily average over the previous 12 months, for the purpose mentioned under the Sections on Penalties and Termination.

(d) The Service Provider will effect and maintain insurance equivalent to the total annual revenue to cover its obligations under the Agreement, including those obligations which survive the expiration or termination of the Agreement/Contract. The Insurance Policy should be provided to the Mission within three months from the date of award of Contract failing which a penalty of US\$500 per day, up to a maximum of 30 days will be imposed, after which the Mission will have the right to terminate the Contract. In that event, the Service provider will forfeit the bank Guarantee provided for premature termination of Contract and the Mission shall have the right to bar the Service provider from participation in future tender processes.

(e) All Bank Guarantees are irrevocable and shall be submitted at the time of signing of contract.

(f) The Bank Guarantees shall be valid till six months from the date of expiry/termination of the Contract or any extension granted to the Contract to complete any residual matters pertaining to the Contract period. The Bank Guarantee shall be extended if specifically requested before the expiry of the Bank Guarantee due to any non resolution of the issues pertaining to the Contract.

## **7. INDEMNITY FOR LOSS**

i) The Service Provider will be fully responsible for the performance of the services and for all documents and Visa Fee together with Indian Community Welfare Fund (Government of India Fee) received, the safe keeping of such documentation including biographic and biometric data and the amounts from the point of collection until it is delivered to the Mission/Post or deposited in the Mission's designated bank account in accordance with Schedule-II and while it is in transit back to the Applicant or their authorized representative/agent.

ii) The Mission shall not entertain any claim for expenses or liability for loss of passports or documents or any other claim directly or indirectly attributed to or caused by such loss provided always that such loss occurs while the said documents are in the care and custody of the Service Provider. The Service Provider shall indemnify the Mission to the full extent, including any legal costs incurred in the event of any claim made by any Applicant for loss caused *or for any suit for damage arising due to loss of confidentiality or personal details including biographic and biometric data of the applicant while the said documents are in the care and custody of the Service Provider* and it shall be the Service Provider's responsibility to compensate the Applicants if such losses occur.

iii) The Service Provider indemnifies the Mission from and against any liability incurred by the Mission and loss or damage to the property of the Mission arising from any unlawful, negligent or willful act or omission by the Service Provider, its officers, employees, agents or subcontractors in connection with and in the performance of this Agreement.

## **8 FEES**

i) The Service Provider shall accept the Visa services Application Fees along with Indian Community Welfare Fund (Government of India Fees) from Applicants and transfer the said amounts electronically by fastest means into the Mission's designated bank account on the day of receipt. Wherever facilities for electronic transfer are not available, the amounts received by the Service provider should be paid into the Mission's designated account by any other means on the same day. However, the amounts received late shall be deposited in the Mission's designated bank account on the following working day without fail.

ii) **Delayed Payment and Penalties:** The Government of India fee received by the Service Provider on behalf of Mission/Post is to be made on the same day or the next working/banking day in case of delayed receipts in the account of the Mission, as explained above. Failure to do so will entail a penalty of 0.5 percent per working/banking day. Non-payment of amounts received by the Service Provider, in full or in part, into the Mission/Post's account continuously for three working/banking days will be taken as intentional serious lapse and the Mission will have the right to encash the Bank Guarantee provided for this purpose, as explained under the section on Bank Guarantees. If the amount payable by the Service Provider exceeds the bank Guarantee amount, the Mission shall have the right to encash other Bank Guarantees. In that event, the Mission shall have the right to terminate the contract immediately, encash the existing Bank Guarantee provided for premature termination of Contract and take possession of all the passports and documents with the Service Provider and any other properties of the Mission/Post lying with the Service Provider. The process of smooth takeover of the services will begin from the moment the services are terminated under this clause under the overall supervision of an officer appointed by Mission for this purpose and the process has to be completed in all respects as early as possible, in not later than three months period of time or the notice period given by the Mission, whichever is later. In case the Service Provider decides to terminate the Contract before the Notice Period, the Mission will encash all the Bank guarantees stipulated in Para 18 of the Agreement. Any termination of Contract by the Service Provider for reasons which have not been accepted by Mission or termination of Contract by the Mission due to security reasons or poor quality of services will have negative impact on evaluation of Technical Bids in future tender processes in this Mission or any other Mission.

iii) Failure to pay the penalties applied shall result in debarment of the service provider in participating in any future tender process by Ministry of External Affairs. Any termination of Contract by encashing Bank guarantees will debar the Service Provider from taking part in future tender process of Indian Missions/Posts where the incident has occurred. In the event of very serious lapses, Ministry has the right to debar the Service Provider from taking part in bids in other countries too, either in a particular region or on a global basis.

## **9 SERVICE FEE**

i) The ----- of India, ----- will not pay for the services rendered by the Service Provider. The Service Provider will charge the fee approved, per visa service application, denominated in ----- (currency) as indicated in Para ---- of the Agreement.

ii) The fee per visa application quoted is inclusive of any local taxes and VAT currently applicable in \_\_\_\_\_ (country where Mission is located). This fee will remain fixed during the term of the Contract. Proposals for revision may be considered

during the period of the contract, only if there is a cumulative rise of 25% or more in the elements affecting the Service Fee. The Bidding Company, while fixing the Service Fee (inclusive of local taxes and VAT) should specify the rate of local taxes, VAT and UN Consumer Price Index (UNCPI) for the country offered for bidding.

While seeking any increase in price, the Service Provider should give documentary proof and calculations to justify the increase to the Mission for approval. The proposal for such increases should also indicate details of weightage of elements affecting the Service Fee. The information provided in the detailed Costing sheet included in the Financial Bid proforma (Annexure-C), will be relied upon for assessing any claim in this regard. The decision of the Ministry of External Affairs after considering the proposal shall be final.

iii. In the event of a significant adverse change in the circumstances that results in a verifiable drop of over 20% in the number of applications, due to the introduction of e-Tourist Visa (eTV) or similar measures by the Government of India, the Mission will consider representations from the Service Provider for revision of the Service Fee. Any decision on the revision shall be on the basis of a detailed justification submitted by the Service Provider, in continuation of the details provided under Annexure-C provided as part of the Financial Bid. The decision of the Mission (taken in consultation with Ministry of External Affairs) will be final in this regard. Any reduction in volume of visa applications not connected with the introduction of new visa measures by the Government of India will not be considered for revision of the Service Fee.

## **10 CONTRACT MATERIAL**

i) All material necessary for the processing of the visa service applications shall be stipulated by the Mission to the Service Provider who shall prepare the same at its own cost, which shall include but will not be limited to specimen application forms, the Indian Visa Service web-page on the Service Provider's website and Information flyers.

ii) The said material shall remain the property of the Mission and shall be returned to the Mission on expiration or premature termination of this Agreement.

iii) The Mission grants the Service Provider a license to use, reproduce and adopt the name of the Mission only for the purposes of this Agreement and in accordance with any conditions or restrictions notified by the Mission in writing from time to time.

iv) Ownership of all material created in performance of the services under or otherwise in accordance with this Agreement vests in the name of the Mission on its creation.

v) The Service Provider will ensure that the material is used, copied, supplied or reproduced only for the purposes of this Agreement.

## **11. ACCESS TO PREMISES**

i. The Service Provider will allow officials of the Mission and any other persons authorised by the Mission to access Centre premises at all reasonable times and to inspect and copy all relevant documentation and records stored in the Service Provider's possession or control for the purposes associated with this Agreement or any review of performances under this Agreement.

ii. The rights referred to in Sub-clause i are subject to:

- a. the provision of reasonable prior notice to the Service Provider. However, authorised officials of the Mission would have unrestricted access to the applicant's area of the Centre to inspect the operations.
- b. compliance with the Service Provider's reasonable security procedures.
- c. the Service Provider will ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this Clause.
- d. Sub-clauses i and ii apply for the term of this Agreement and for a period of five years from the date of expiration or termination of the Agreement in respect of data handled by the Service Provider.

## **12 INSURANCE**

- i. The Service Provider will effect and maintain adequate insurance to cover all the Service Provider's obligations under this Agreement, including those obligations, which survive the expiration or termination of this Agreement.
- ii. The Service Provider will provide proof of current insurance acceptable to the Mission and shall provide to the Mission a certified true copy of the policy of insurance within one week from the date of the issuance of the policy. Failure to renew insurance policies in time will invite penalties as explained under, Bank Guarantees- Para 6.d

## **13 PROTECTION OF PERSONAL INFORMATION**

- i. The Service Provider will deal with and handle all personal information including biographic and biometric data as per the provisions of the Privacy Laws applicable both in India and in ----- (country) applied to it. In particular, the Service Provider undertakes to:
  - a) use, handle and deal with all personal information only for the purposes for which it is collected or otherwise comes into the Service Provider's possession under this Agreement; and
  - b) protect all personal information including biographic and biometric data in its possession and will not disclose it without the consent in writing of the Mission or unless required by law with the consent of the Mission. Any provision of information pertaining to the Contract or information handled as per the provisions of the Contract to the local Government shall be only with the approval of Mission.
  - c) In the event of failure to comply with the obligations under this clause referred to above, the Mission/Post shall have the right to encash the Bank Guarantees referred to under Para 6. b and c and terminate the Agreement with immediate effect.

## **14. MISREPRESENTATION**

- i. The Service Provider will not represent itself and will ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, agency or organization of the Mission.
- ii. The Service Provider will not by virtue of this Agreement, or for any other purpose, be deemed to be an officer, employee and partner of the Government of India or as having any power or authority to bind or represent the Government of India.

iii. All advertising signage and public information relating to the services provided by the Service Provider for the Mission requires the prior approval of the Mission.

## **15. ASSIGNMENT AND NOVATION**

i. The Service Provider will not assign in whole or in part its rights under this Agreement without the prior written approval of the Mission.

ii. The Service Provider will not assign in whole or in part its obligations under this Agreement.

iii. 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.

## **16. DISPUTE SETTLEMENT**

In the event of any dispute or difference arising under this Agreement, the same shall be resolved amicably between the parties in the Mission and then in the Ministry, after issuance of 15 days Notice in writing to the other party clearly mentioning the nature of dispute. If the dispute is not resolved within three months from the date of Notice, the dispute shall be referred for arbitration to Delhi International Arbitration Centre. The language of the arbitration proceedings shall be English and the place of arbitration shall be New Delhi. The Delhi International Arbitration Centre Rules (DAC) made there under with all/any modifications or amendment thereof for the time being in force shall apply to the arbitration proceedings..

The Agreement shall be governed and interpreted in accordance with the laws of India and Courts in Delhi shall have exclusive jurisdiction.

## **17. INDUCEMENTS/THREATS**

Offering an inducement or threat of any kind in relation to obtaining this or any other contract with the Mission will disqualify that bidder from being considered for the tender process and/or result in a ban on the bidder from participating in future bids in all Mission/Posts.

i) The Bidding Company/Service Provider shall not offer, give or agree to give to any person in the Mission or in the Ministry of External Affairs, Government of India, any gift or consideration as an inducement or reward for doing or refraining from doing any act in relation to the obtaining the Contract or performance of this Agreement or any other Contract with the Mission/Post Ministry of External Affairs, or for showing or refraining from showing favour or disfavour to any person in connection with the award of Contract or performance of the Agreement. The bidding company/Service Provider also shall not resort to any act of threat or intimidation against the officers of the Mission/Post/Ministry of External Affairs for not agreeing to any particular request/demand either during the tender process or during the period of Contract.

ii) If any violation is committed by the Service Provider in this regard, the Mission shall be entitled to disqualify the Bidding Company or terminate the contract with immediate effect by written notice to the Bidding Company or Service Provider. In that event, the Bid Security Deposit or the Bank Guarantee for premature termination of Contract will be encashed by the Mission and the Bidding Company/Service Provider will be banned from taking part in future tenders of all the Missions/Posts. The Ministry of External Affairs shall also have the right to terminate the existing Contracts in other

Missions/Posts. The Service Provider shall be responsible for the consequences arising out of such termination in regard to other parties and agencies.

## 18. PENALTIES

i. **Delay in opening of IVAC:** The Service Provider will ensure that all the Centres are established by the time frame indicated in Schedule-II and other required infrastructure and systems such as the website, the call centre(s) are in place within the agreed time-frame to the satisfaction of the Mission/Post. In the event of delay in opening the Centres, Mission has the right to terminate the Contract and also encash the Bank Guarantee referred to in Para 6.b and c, if alternative arrangements are not provided by the Service Provider for smooth functioning of the outsourced services of the Mission/Post.

ii. **Premature Termination of Contract:** The Service Provider agrees to forfeit the Bank Guarantee of ----- (currency) (to be determined by Mission) (in words) referred to under para 6.c of this Agreement to the Mission for premature termination of contract by the service provider.

### iii) OPERATIONAL PENALTIES

This will be in accordance with the Service Level Agreement enclosed with the document as Annexure-1.

## 19 TERMINATION

i) Mission/Posts reserve the right to terminate the Contract at any time by giving six months advance notice. However, Mission shall have the right to terminate the Contract by giving lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws etc., and encashing the Bank Guarantee for premature termination of Contract. Termination will have effect from the date of notification unless there is a specific statement to the contrary in the notice of termination.

ii) In the event of implementation of a 'Visa Free' regime agreed to mutually between the Government of India and the Government of \_\_\_\_\_ (country where the Mission is located), the Govt of India/Mission will not have any liability to compensate the Service Provider.

iii) In the event of implementation of eTV scheme or any other liberalized visa regime after the floating of the RFP or during the period of Contract, the Govt of India/Mission will not have any liability to compensate the Service Provider except under the procedure provided under the Section on Service Fee.

iv) In the unlikely event of break-down of diplomatic relations between the Government of India and the Government of \_\_\_\_\_ (country where the Mission is located), or in the event of a serious security threat perception which may necessitate the winding up of consular operations in the country, the Government of India/Mission/Post will terminate this Agreement at one week's notice without any liability to the Government of India / Mission.

v) Notwithstanding the above, the Service Provider will have the option to terminate the Agreement, by giving reasons for the same, with an advance notice of at least six months to the Mission/Post.

## **20. VARIATION**

No variation of this Agreement is binding unless it is agreed upon in writing between the Parties.

## **21. SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and they shall continue to be in force.

## **22. FORCE MAJEURE**

Any delay or failure in performance by the Service Provider hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purpose of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Service provider claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restrains of government, governmental acts, injunctions, labour strikes other than those of the Service Provider, which prevented the Service Provider from discharging his functions under this Agreement. Force Majeure will be equally applicable to situations concerning the Mission/Post as well, in relation to the Service Provider during the operation of the Contract.

## **23. COMPLETE AGREEMENT WITH SCHEDULES AS INTEGRAL PART**

This Agreement constitutes the whole agreement between the Parties in relation to its subject matter. Schedule 1 and Schedule 2 annexed hereto and the Service Level Agreement at Annexure-1 and Annexure-2, as well as the proposal submitted by the Service Provider at the time of bidding shall be taken, read and construed as an essential part of this Agreement.

## **24. TERM OF AGREEMENT**

i) This Agreement, commences on ----- **(the date of signing of the Agreement)** and will expire on ----- **(four years from the date of operation of the outsourcing services)** unless terminated before that date in accordance with its terms.

ii The performance of the Service Provider will be reviewed at the end of every year, to evaluate corrective measures for fall in quality of service during the year of service. If the service provided by the service provider became unsatisfactory or adequate measures have not been taken, the Agreement will be terminated as per Para 19 of the Agreement. The Mission shall have the option to extend the operation of this Agreement, with the approval of the Ministry, for a period to be mutually agreed upon on such terms and conditions as are agreed to by the Parties, by giving the Service

Provider notice of four weeks or lesser time due to administrative exigencies, prior to the date on which it is due to expire.

iii) This Agreement can be modified by the mutual consent of the Parties in writing.

iv) The Agreement shall come into force from the day of its signing by the Parties.

Done in two Originals in English language, both texts equally authentic.

In witness whereof the parties to this agreement have set their hands and seal in this agreement on this ..... day of ----- (month, year)

<p>SIGNED SEALED AND DELIVERED For and on behalf of the ----- of India, ----- by</p> <p><b><u>Name and designation</u></b></p> <p>In the presence of _____ <b><u>(name and designation)</u></b> (----- of India, -----)</p>	<p>SIGNED SEALED AND DELIVERED For and on behalf of M/s -----, India</p> <p>_____</p> <p><b><u>(name and designation)</u></b></p> <p>In the presence of _____ <b><u>(name and designation)</u></b></p>
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## SCHEDULE 1

\*List of visas and other consular services for which the Service Provider will provide services to the Mission:

1. Transit Visa

2. Visa with validity up to six months

(For Tourist/Business/Conference/Meeting/Social purposes)

3. Visa with validity up to one year

(For Business/Employment/Social/Medical purposes)

4. Student Visa

(For duration of course or for the period of five years whichever is less)

5 Visa with validity of more than one year and up to ten years

(For Professionals/Education/Business/Social/Medical purposes)

- **Mission/Post may make necessary modifications as required.**
- **The list of the services can be modified by the Mission as and when required.**

## SCHEDULE 2

### 1 The Visa/Passport/Consular Service Centre Office Locations

1.1 The Service provider will maintain offices in the following locations:

- i) -----
- ii) -----
- iii) -----
- n) -----

The Service Provider will ensure that the Service Centres are situated in premises easily accessible to members of public and at a location conveniently connected to the Mission. The Service Centres shall have sufficient space in terms of waiting area (seating arrangements, proper lighting, drinking water, washroom etc.), application counters, desks for filling forms and writing requests, and processing area. Each Centre will have appropriate facilities and conveniences for the Applicants while endeavouring to minimize waiting time. These offices will be maintained by the Service Provider unless an alternative agreement is reached between the parties. These offices will be opened to the public on or before -----.

1.2 The Facilities in the Service Centres may be expanded in the future as per the requirements and collection centre/s may be setup in other cities subject to mutual agreement.

### 2. Operating Hours

2.1 The Service Centres shall be open from ----- AM to ----- PM on all working days, except weekends and holidays designated by Mission. While the IVAC shall operate for 45 hours per week excluding weekends, it shall have at least 33 submission hours (with minimum six hours per day) per week. There shall not be any restriction for submission and collection of passports by the applicants in person at the IVAC.

2.2 Extended hours/additional staff for peak periods/seasons shall be arranged by the Service provider in coordination with the Mission to facilitate the applicants without any additional charges.

2.2.1 Provisions shall be made for emergency CPV services after office hours, weekends and holidays by the Service provider by designating one person to coordinate with the Mission/Post without any additional charges.

### 3. Reporting Requirements

3.1 The Service Provider is to maintain records of the number of applications received, the number of passports handled, and the number of phone calls and e-mails received and answered. These reports are required on a weekly basis and shall be provided to the Mission.

3.2 The Service Provider is required to report daily on the number of applications accepted by the Service Provider and the corresponding amount paid into the designated account of the Mission and also the service fee/VAS/bank/agency charges collected by the service provider against each application. A Proforma will be provided to the Service Provider by the Mission on the information required daily when the Service Provider drops off the visa/passport/consular service applications forms.

3.3 The Service Provider will report monthly, or as required by the Mission, on the location of visa service application lodgments with the Service Provider's office and statistics on where passports were forwarded to in order to understand where the demand for Indian visa/passport/consular services is originating from.

#### **4. Remuneration**

4.1 The charges to clients shall not exceed the cost of the appropriate Visa Fee together with Indian Community Welfare Fund surcharge (Government of India fee) plus the Service Provider's service fee and other charges for each application as below:

- a) Basic Visa/Passport/Consular Services: ----- (in words)
- b) Basic + ten fingerprint biometrics: ----- (in words) (as and when introduced)
- c) Basic + ten fingerprint biometrics + facial biometrics: ----- (in words) (as and when introduced)
- d) Value Added Services at the request of the applicant as per the approved list (enclosed as Annexure 2)
- e) bank/agency charges as per the mode of payment on actual basis

The Service Provider's Service Fee (SF), which includes VAT and other local taxes, will remain unchanged during the contract period and will not be affected by changes in inflation rates, rate of exchange, number of visa applications and VAT/local taxes. However, if there is a change in VAT/local taxes to the tune of more than 25%, appropriate changes may be made in the Service Fee on the basis of supporting documents from authorized Government agencies. This will be done on the basis of a recommendation from the Mission in consultation with and approval from the Ministry of External Affairs. Similar increase in Service Fee will be considered for a fall in volume of visa applications due to introduction of eTV or any other liberalized visa regime as explained under Section on Service Fee in the Agreement.

4.2 The Visa Fee together with Indian Community Welfare Fund fee (Government of India fee) shall be paid into the designated account of the Mission in ----- (currency).

4.3 The Service Provider accepts full responsibility for the Visa Fee together with the Indian community Welfare Fund surcharge (Government of India Fee) from the time it is received from an Applicant until it is deposited in the designated account of the Mission and bank deposit slip is received from the bank.

4.4 The Mission will inform the Service Provider in writing promptly in case there is a change to the Visa Fee, so as to upload the information to its websites and IVACs.

#### **5. Drop-off/Pick up times**

5.1 The visa service application drop-off and pick-up times may vary depending on the operational needs of the Mission. However, there will be at least one combined drop-off/pick-up run per working day as agreed in advance between the Service Provider and the Mission.

## **6. Drop off requirements**

6.1 The drop-off material shall also contain a bank deposit slip clearly indicating the amount deposited into the account of the Mission and Applications shall be reconciled against the amount deposited.

6.2 A list of the Applicants (full names), their passport numbers, the amount paid, whether the Applicant requested an individual receipt from a bulk application and the date the application was lodged shall accompany all visa/passport/consular application drop-offs.

## **7. Receipts to Clients**

7.1 The Service Provider shall provide the Applicants with a bar-coded receipt at the time of the transaction clearly indicating separate amounts paid for the Visa/passport/Consular Fee and Indian Community Welfare Fund surcharge and the Service Provider's Service Fee and charges for Value Added Services (VAS) and bank/agency charges indicating mode of payment on actual basis, if any.

7.2 Subject to Sub-Clause 7.3, if more than one number of visa service applications are received together and the Applicants are traveling together, the Service Provider may issue a bulk receipt.

7.3 The Service Provider shall issue Applicants traveling together individual receipts if they request it and will notify the Mission of the request in the drop-off material.

7.4 The Service Provider shall attach a duplicate of the receipt to the visa application to be delivered to the Mission.

7.5 The Service Provider shall provide to the Mission a daily reconciliation of Visa Fee together with Indian Community Welfare Fund surcharge remitted against applications received. Reports shall detail applications received by visa/passport/consular service subclass, the applicants name and the amounts received.

## **8. Service Provider's Website**

8.1 The Service Provider will maintain a website which will contain, but is not limited to the following information, which has been developed in consultation with the Mission.

(a) An outline of the procedures for clients to lodge and collect their passports and visa service applications;

(b) Current Visa Fee, Indian Community Welfare Fund Fee, Value added Services (VAS), and other lodgment charges; The details shall include clearly the amounts due to the Mission and Service Provider's charges such as Service Fee (SF) which is fixed for the period of contract, actual based Bank Commission/ agency charges, VAS charges as the case may be. The Service Provider shall indicate clearly the bank commission charges for

different mode of payments such as Credit/debit cards, cash, cheque, demand draft, online payment etc.

- (c) A link to the Mission's website;
- (d) Addresses and contact details for the Service Provider;
- (e) FAQs as provided and/or cleared by the Mission;
- (f) A list of public holidays during which each of the Service Provider's offices will be closed for business plus the public holiday lists provided by the Mission;
- (g) Office opening and closing hours;
- (h) A passport tracking system, that clearly indicates the status of the application;
- (i) Prominently carry an exhaustive fee schedule, listing all services offered for a fee.
- (j) Prominently display a copy of the Service Level Agreement pertaining to the applicants, for the information of the applicants

8.2 The Service Provider's website shall not include:

- (a) Any recommendations relating to Agents or parties involved in the preparation of visa applications;
- (b) Any information that would jeopardize the privacy of its clients;
- (c) Advertising that does not relate to the approved services to be provided by the Service Provider;
- (d) Any information relating to visas/consular services, or the Mission, without the prior written approval of the Mission
- e) The Service Provider's website/IVAC shall not be used for promoting any other business activities except those concerning the outsourcing of the CPV services agreed upon.

## **9. Indian Visa Telephone and E-mail Service**

9.1 The Service Provider is to provide, within the approved Service Fee, a telephone and e-mail answering service for the Applicants by:

- (a) Establishing a separate helpline number/Call Centre;
- (b) Establishing a separate e-mail address;
- (c) Answering queries promptly (immediately or, if that is not possible, within 24 hours, as specified in the SLA);
- (d) Promptly notifying the Mission if there are any concerns or queries which cannot be answered by The Service Provider's staff and/or the Service Provider's management.

## **10. Application Forms**

10.1 The Service Provider will, upon request by the Applicant, distribute application forms to the Applicant. These may include forms printed from the website, photocopied, or provided by the Mission.

10.2 The Mission will inform the Service Provider in advance, of any changes in the application forms.

## **11. Training and Human Resources**

11.1 The Service Provider will train staff working directly on Indian visa processing and lodgment, including client service training, training in the operations of systems and functions that are specific to the Service Provider.

11.2 The Mission will provide training to the Service Provider's employees prior to the opening of the counter facilities. This training will include training on visa service classes that the Service Provider will be receiving applications for, their role in the process, correct forms and fees, supporting documentation required, privacy requirements and how to assist clients and answer their queries.

11.3 Refresher training or training of new staff may be provided by the Mission as required and as convenient to both parties. Once the initial training has been provided by the Mission/Post, it is the responsibility of the Service Provider to give additional training to the staff members, through their key personnel, whenever required to maintain an efficient service system both at the counters and back-office work.

11.4 The Service Provider will promptly notify the Mission in case there is any fraud or if there are any allegations of fraud in relation to the Service Provider's staff and also take appropriate remedial action in consultation with the Mission/Post.

## **12. Quality Assurance**

12.1 The Service Provider's staff will conduct quality assurance checks. The Mission will also conduct quality assurance and audit checks of the Service Provider's office and processes.

### **Outsourcing**

12.2 The Service Provider may outsource some of the non-core services it provides to the Mission. For example, the Service Provider may use a reputable courier, security guards, caterers, etc. However the Service Provider will not outsource any of its principal services contracted with the Mission without the prior consent of the Mission/Post.

## **13. Value added Services (VAS)**

The Service Provider shall provide only those Value added Services (VAS) as per the list and prices approved by the Mission/Post in the RFP. No additional services shall be provided without prior written approval from the Mission/Post. VAS shall be provided only on the request of the applicant. All the VAS indicated in the approved list should be provided by the Service Provider on request by an applicant without fail.

## **14. Advertising**

The Service Provider shall not provide any advertising or promotional material to clients, which are not related to the services under this Agreement without the consent of the Mission and approval of the Ministry of External Affairs.

The Service Provider shall provide advertising and promotional material as and when required by Mission/Post in the India visa application centres (IVAC) and on the website.

Signature  
Name & Designation  
(Service Provider)

Counter signed by Mission  
Name & Designation

(Note: All pages should be initialed by both the parties)

\*\*\*\*\*

SERVICE LEVEL AGREEMENT FOR OUTSOURCING OF VISA SERVICES

THIS AGREEMENT IS MADE ON THE ..... DAY OF -----

BETWEEN

**The President of India, represented by the Ministry of External Affairs through the Embassy/High Commission/Consulate General of India, -----**, with the address at ---

----- of the one part

AND

**M/s ----- (Company Registration No. -----**

**----- )** a company incorporated in -----, with its registered address at -----

-----, of the other part, hereinafter collectively referred to as the parties,

**WHEREAS** ----- of India, ----- represented by (Name, Designation) [hereinafter referred to as the Mission/Post] has signed an Agreement dated ---- for outsourcing of Consular/Passport/Visa Services, hereinafter referred to as Services, with M/s ----- [hereinafter referred to as '**the Service Provider**']. The Service Provider, further, in order to reiterate the commitment to provide services as per the terms of the Agreement, qualitatively and quantitatively, has agreed to sign this Service Level Agreement, hereinafter referred to as SLA.

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. Service Level Agreement - Overview**

This Agreement summarises the agreed parameters of all deliverables, IT related services, accounts related services, certification, protection of data and confidentiality, dispute settlement mechanism, provision of Value Added Services and payment of penalties and will be complementary to the Main Agreement, hereinafter referred to as Agreement.

**2. Adherence to Best Business practices**

The Service Provider agrees to follow best business practices with utmost honesty and integrity in discharging the contracted work related to the outsourcing of Visa services. The Service Provider is fully conscious of the importance of efficient and honest services to the applicants as it involves the reputation of the Mission/Post in particular and the Government of India in general. The Service Provider will therefore take utmost care to avoid any deficiency in rendering the services.

**3. Periodic Review**

The performance of the Service Provider in respect of the terms of this SLA is subject to periodic review every three months, or earlier if required by the Mission/Post, to increase the efficiency of the services and enforce the responsibilities and obligations of the Service Provider as provided for in the Main Agreement.

The Country Manager based in the place of operations, or any other person approved by Mission/Post in consultation with the Service Provider, is responsible for facilitating such regular reviews.

4. Service Level Parameters and Penalties for Violation:

No.	Parameter	Service Level	Penalty for Violation
1.	<b>Working Hours of India Visa Application Centre(IVAC)</b>	Submission hours totalling 33 hours and overall <b>working hours of 45 per week.</b>	US\$ 500 for violation per day, unless such changes are mutually agreed in advance, including in terms of compensation of lost hours in the subsequent week.
2.	<b>Size of the IVAC</b>	(To be specified by the Mission)	Any discrepancies between the offer and actual size of the IVAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes.
3.	<b>Location of the IVAC</b>	(To be specified by the Mission)	Location of the IVAC must be as per the commitment made under Annexure-E.  Any discrepancies between the offer and actual location of the IVAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes

4.	<b>No. of Counters for Reception, Submission and Enquiry</b>	(To be specified by the Mission)	Any discrepancies between the offer and actual number of Counters in the IVAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes.
5.	<b>Overall Turnaround time in the India Visa Application Centre</b>	60 minutes from arrival (time of token generation) to the submission of application (time of generation of submission receipt).  Clear audit trails of these times should be made available on a daily basis.	Failures beyond a maximum of 10% of the cases will entail 50% of the Service Fee as penalty for delayed cases. Any delay beyond 20% of the cases will entail a penalty equivalent to the full Service Fee for all the delayed cases. In regard to such delays, the number of minutes of delay beyond 20 minutes will entail additional fine equivalent to service fee for every 20 minutes of delay.
6.	<b>Submission time spent at the counter</b>	The scrutiny of the application at the submission counters should not exceed ten minutes	Any delay beyond ten minutes will result in a fine equivalent to 50% of the Service Fee for every additional five minutes.
7.	<b>Waiting time at the call centre for telephonic queries</b>	Telephonic queries will be responded to from 9 A.M. to 7 P.M. with updated information on a real time basis. Waiting time will not exceed 10 minutes.  A daily log indicating the waiting time and the handling time for each call will be provided.	If call drops and delays in answering calls exceed the agreed time by 20% of the total number of calls, a penalty equivalent to US\$ 1 per delayed call will be imposed.
8.	<b>Email queries</b>	All email queries will be answered within 24 hours,	Instances of more than 10% delays beyond the agreed

		<p>except in the case of queries that require consultation with the Mission/Post, where they will be answered in 48 hours.</p> <p>The service provider will provide a weekly log of details of emails received and answered.</p>	<p>limit of 24 hours (or 48 hours as applicable) will attract penalties equivalent to US\$ 1 per delayed response.</p>
9.	<b>Postal/Courier applications</b>	<p>All postal/courier applications will be verifiably brought into the main tracking system on the same day. Postal applications after scrutiny will be transmitted to the Mission/Post on the next working day of receipt.</p> <p>The service provider will provide a weekly 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>Any delay in the transfer of applications to the Mission/Post without proper reasons, will lead to imposition of penalties equivalent to the service fee multiplied by the number of days of delay.</p>
10.	<b>Five stage Website Tracking Mechanism</b>	<p>The status of processing and movement of documents will have the following checkpoints, to be updated on a real time basis:</p> <p>a) Acceptance of application form in the IVAC</p> <p>b) Dispatch of application form with documents to the Mission/Post</p> <p>c) Processing in Mission/Post</p> <p>d) Receipt of documents from the Mission/Post</p> <p>e) Dispatch of documents to the applicant giving details for tracking</p>	<p>Service Fee multiplied by the number of days of delay in updating the information in the website tracking system.</p> <p>(installing such a system that reflects real time status).</p>
11.	<b>Digitisation and</b>	Digitisation and indexation	Any delay beyond this time

	<b>Indexation of documents</b>	will be completed in a maximum of seven days, from the date of acceptance of application.	frame will entail penalties equivalent to US \$ 2 multiplied by the number of applications and the number of days of delay. Any delay attributable to the Service Provider, beyond three months would lead to forfeiture of Bank Guarantees and termination of Contract. At the time of expiry of the Contract, the Service Provider should complete the entire digitisation/ indexation work and handover the CDs with data to the Mission/Post failing which the Bank guarantees will be encashed to meet the expenditure on the remainder of the work through other agencies decided by Mission.
12.	<b>Provision of Courteous Services to the Applicants</b>	The Service provider will 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.	Any complaints of discourteous or unacceptable behaviour will lead to imposition of penalty equivalent to US\$100 in each instance. Repeated violations can lead to termination of Contract and a ban on taking part in future tender processes.
13.	<b>Provision of Value Added Services (VAS)</b>	Service Provider understands that VAS is an optional service and will not be forced on applicants through coercion or misleading information.  It is also understood that any unapproved VAS and overcharging for any service in the approved list or non-provision of VAS as per the approved list are impermissible.	If any such incident is noticed, Service Provider will return the total amount charged to the applicant in each instance and also pay a penalty of US\$200 to Mission/Post for each such incident. Non-provision of VAS as per approved list and prices will lead to a penalty of US\$ 200 per incident.
14.	<b>Procedure for Issue of Receipts</b>	Service Provider is committed to collect the fees of the	If such incidents are brought to the notice of the

		Government and Service Fee as per the fee schedule correctly and issue receipts accordingly, without any malpractices. The Service Provider will not issue more than one receipt to the applicant to conceal any facts from the Mission /Post in a fraudulent manner. The receipt numbers will be continuous and there will not be any unexplained missing numbers.	Mission/Post, the Service Provider is liable for penalties, equivalent to three times the amount of the fraudulent receipt or US\$ 500 whichever is higher. Such acts of fraud could lead to termination of Contract, encashing of Bank guarantees and a ban on participating in future Tender Processes of the Government of India.
15.	<b>Opening of IVACs as per Schedule</b>	The Service Provider will open all the IVACs at the same time along with the requisite infrastructure to the entire satisfaction of the Mission/Post as per the agreed Schedule, to avoid any disruption in the smooth taking over of the operations from the previous Service Provider, or in the case of initial outsourcing, to avoid any inconvenience to the Mission/Post or the applicants.	The Service Provider will forfeit the Bid Security in case of delay in establishing the Centre/(s). In that event, the Mission has the right to terminate the Contract and also encash the Bank Guarantees provided by the Service Provider.
16.	<b>Premature Termination of Contract</b>	The Service Provider will give an advance Notice of six months to the Mission/Post for termination of the Contract by giving reasons for the same.	If not, the Service Provider will forfeit the Bank Guarantee provided to the Mission/Post in this regard
17.	<b>Acceptance of Incomplete Documents</b>	The Service Provider will accept the application forms after due scrutiny as per the instructions of the Mission/Post.	The Service provider will pay penalties for delays due to acceptance of incomplete documents from the applicants at the IVAC counters, equivalent to Service Fee multiplied by the number of days of delay
18.	<b>Delay in sending the completed application form along with documents to the Mission/Post</b>	The Service Provider will send the application forms with documents received from the applicants on the same day of receipt to the Mission/Post or the next working day in case	If not, the Service Provider will pay a penalty equal to the Service Fee multiplied by the number of days of delay.

		of delayed receipts.	
19.	<b>Delay in returning passport/documents to applicants by Service Provider after service by Mission</b>	The Service Provider will return the passports with documents received from the Mission/Post to the applicants on the next working day.	If not, the Service Provider will pay a penalty equal to the Service Fee multiplied by the number of days of delay.
20.	<b>Transfer of amounts to Mission/Post's accounts</b>	Service Provider agrees to transfer the Government of India fees and the Indian Community Welfare Fund (ICWF) fees collected from the applicants to the Mission/Post's designated accounts on the same day or, in case of delayed receipts, the next working day.	In case of delays on this count, Service provider will pay a penalty equivalent to 0.5% of the undeposited amount multiplied by the number of days of delay.
21.	<b>Bounced Cheque/ transaction</b>	Service Provider commits fully that there will not be any case of bounced cheque/transaction while transferring the amounts to Government accounts.	<p>In the case of any such incidents, Service Provider will pay a penalty of US\$1000 per incident or 10% of the value of Cheque/transaction whichever is higher.</p> <p>Repeated instances of cheque bounces may lead to cancellation of the contract and a ban on participation in future bids.</p>
22.	<b>Payment of penalties (Operational penalties)</b>	Service Provider will make payment of penalties as indicated in the Request for Proposal (RFP)/Agreement and will also make payment of additional penalties, wherever specified, for any delay in payment of penalties imposed by Mission/Post.	<p>If penalties are not paid within seven days including holidays, additional penalties will be imposed on a cumulative basis of 0.5% of the amount payable per day, if reasons for such delays are not acceptable to the Mission/Post.</p> <p><b>In the case of non-payment of additional penalties for a period exceeding four weeks, Mission/Post will have the right to encash the Bank Guarantees as appropriate.</b></p>
23.	<b>Loss of Passports/ documents</b>	Service Provider commits that there will not be any loss of	In the case of any such loss, Service Provider will pay a

		passports or documents during transaction between IVACs and Mission/Post and the applicants/Postal/courier services.	penalty of US\$1000 per passport or document and all replacement and legal costs shall be borne by the Service Provider.
24.	<b>Recoupment of Bank Guarantees in the event of encashment of Bank Guarantees by the Mission/Post.</b>	In the event of any expiry or encashment of Bank guarantees by the Mission/Post, the Service Provider will be required to recoup the Bank guarantees within two weeks of the same.	Whenever the Bank Guarantees have expired or encashed, the relevant amount should be recouped within two weeks beyond which a penalty of 10% will be imposed per week. Continued non payment may lead to encashment of all the Bank guarantees, termination of Contract and a future ban from participating in tender processes.
25.	<b>Non-availability of hunting CCTV live feed</b>	The Service Provider should provide hunting CCTV live feed of the IVAC to the Mission/Post.	No. of days non-availability multiplied by US\$100
26.	<b>Appointment of staff without requisite qualification.</b>	The staff of IVAC should have appropriate qualification to handle the respective work with minimum qualification being a graduate.	US\$200 per week till the matter is rectified. A part of the week will be taken as full week.
27.	<b>Working in absentia</b>	The Service provider should be directly involved in the outsourcing work of the Mission and not on commission/royalty basis or any such arrangement. <b><i>The Service Provider should specify the key staff (Country manager etc) to be stationed in the City/Country.</i></b>	In case of violation on this account, the Mission has the right to terminate the Contract, encash the Bank guarantee and impose a future ban on taking part in tender processes.
28.	<b>Delay in submission of website certification.</b>	The service Provider should submit the requisite website certification within 3 months from the date of award of Contract.	US\$500 per day for any delay beyond the prescribed period up to a maximum of 30 days after which Mission has the right to terminate the Contract if the reasons for delay are not accepted by the Mission. In that event, the Service Provider will forfeit the Bank Guarantee provided for

			premature termination of Contract. Mission shall also have the right to ban the Service Provider from participation in future tender processes.
29.	<b>Delay in submission of Insurance Policy</b>	The service Provider should submit the requisite Insurance Policy within 3 months from the date of award of Contract	US\$500 per day for any delay beyond the prescribed period up to a maximum of 30 days after which Mission has the right to terminate the Contract if the reasons for delay are not accepted by the Mission. Mission shall also have the right to ban the Service Provider from participation in future tender processes.
30	<b>Delay in opening a separate Bank Account for the outsourcing operations with the Mission.</b>	The details of the bank account should be intimated to the Mission/Post before the start of outsourcing operations.	US\$100 per day in opening a separate Bank account from the date of outsourcing operations.
31	<b>Detection of unauthorised amounts collected from the applicants</b>	The Service Provider should provide access to the Bank Statement of the designated Bank Account whenever required by the Mission/Post	If any unauthorized amount is credited to the account, penalty @ 10% of the amount credited or US\$ 100 whichever higher will be imposed.

#### **5. Discretion of Mission**

The decision regarding the period of delay would be at the discretion of Mission after taking into consideration all aspects of the situation.

#### **6. Non-compliance**

Failure to comply with the terms and conditions of payment of fees due to the Government of India and penalties imposed by Missions/Posts within the prescribed time limits in the previous and present Contracts with Ministry of External Affairs or Missions/Posts shall make the company ineligible to take part in the future tender processes.

**7** This SLA forms an integral part of the main Agreement dated ..... signed between the Parties for providing the said services and remains valid along with the main Agreement.

**8.** This SLA does not replace the main Agreement in any way but will be complementary to it. In case of any discrepancy or doubt, the interpretation favourable to the Mission/Post and the applicants will prevail.

In witness whereof the parties to this Service level Agreement have set their hands and seal in this agreement on this ..... day of ----- (month, year)

<p>SIGNED SEALED AND DELIVERED For and on behalf of the ----- of India, ----- by</p> <p><b>Signature</b> -----</p> <p><b>Name and designation</b></p> <p>In the presence of _____</p> <p><b>Signature</b>-----</p> <p><b>(Name and designation)</b></p>	<p>SIGNED SEALED AND DELIVERED For and on behalf of M/s -----,</p> <p><b>Signature</b>-----</p> <p><b>(Name and designation)</b></p> <p>In the presence of _____</p> <p><b>Signature</b>-----</p> <p><b>(Name and designation)</b></p>
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**Note: All pages should be initialled with seal by both the parties.**