

**EMBASSY OF INDIA
ABU DHABI

REQUEST FOR PROPOSAL (RFP)

for

Outsourcing of Consular-Passport-Visa (CPV) – OCI - Attestation services

At Embassy of India, Abu Dhabi and Consulate General of India, Dubai

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CHAPTER I: REQUEST FOR PROPOSAL (RFP)

1. Bidding Companies are invited to submit a detailed Technical and Financial proposal for the delivery of Consular-Passport-Visa-OCI-Attestation and related support services (CPV) for the Embassy of India, Abu Dhabi (hereinafter referred to as the “Mission”) and Consulate General of India, Dubai (hereinafter referred as the “Post”). The proposal should be valid for six months after the RFP closing date indicated. **The award of the Contract will be, as per provisions indicated in the succeeding paragraphs, on the 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 07 (seven) working days of the date of notice of award of the Contract or within such time limit as may be specified by the Mission. The Contract will be valid for a period of three years from the date specified by the Mission/Post, after signing of the Contract by both the parties to the Contract (Mission and the Outsourced Service Provider), with review of operations after each completed year. At the end of this 03 (three) year period, the Mission and Post will have the option of further extension of contract with the approval of the Ministry, for a maximum period further of two years, on the same terms and conditions, with mutual consent of both the Mission and the Outsourced Service Provider (hereinafter referred to as ‘SP’) concerned. The Performance Bank Guarantee (PBG) will also be renewed for its validity for the extended period of the Contract. No request/claim for any hike in the approved rates would be entertained under any circumstances during the period of the contract. Hence, the rates should be quoted with this provision in mind. The Mission and the Post have the right to terminate the contract if during the review process, it is found by the Mission and Post that the services rendered by SP did not meet the standards of quality and efficiency of the services expected of the SP as per the RFP. All the **Indian Consular Application Centres (ICACs)** should be opened within the time frame specified by the Mission/ Post. **Full services at the ICACs shall commence within two months of signing of the Contract or within such time as may be specified by the Mission.** Outsourcing operations may be started only after the Mission and Post convey in writing their satisfaction on the arrangements made by the SP. Any delay in starting the operations as per schedule defined in Chapter XVI may lead to cancellation of the Contract and forfeiture of the Bank Guarantee (BG)s as prescribed under Chapter XI: Service Level Metrics (SLA)/Penalties-at Sl. No. 13.
2. The Bidding Company's proposal will constitute an offer to develop a contract based on the terms and conditions stated in this RFP. The proposal may form part of the final contractual documentation if the Bidding Company is invited by the Mission/Post to enter a contract. The contract will also include provisions for the SP 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 SP and the Mission/Post is indicated in Chapter XII: Dispute Settlement Mechanism of the RFP. The contract will also include provisions regarding *Force*

Majeure, unusual situations like COVID-19 pandemic or any other unprecedented emergency situations which may affect normal working conditions during which the SP would be required to provide minimum specified services as per the requirement of the Mission/Post and as may be permissible under the applicable local laws, termination of contract and the consequences of termination.

3. In the event of implementation of a 'Visa-Free' regime agreed to mutually between the Government of India and the Government of the United Arab Emirates (UAE), the Mission and Post will not have any liability to compensate the SP. In the event of any other liberalized visa regime after the floating of the RFP or during the period of Contract, the Government of India/Mission/Post will not have any liability to compensate the SP.
4. In the event of roll out of chip enabled e-passport services by the Ministry, the SP will be responsible for enrolment of ten-finger and facial biometric data of the applicants, as prescribed by the Mission/Post. In coordination with the National Informatics Centre (NIC), the Mission/Post will provide necessary biometric capturing software for the purpose or compensate actual cost incurred to establish the software system to capture biometric data as specified by the Ministry while the hardware shall be the responsibility of the SP as per the standards prescribed by NIC. No request/claim for any hardware and its installation would be entertained under any circumstances during the period of the contract. Hence, the rates should be quoted with this provision in mind. The SP shall coordinate with the Mission/Post and NIC, or any other agency authorised by the Ministry to put in place seamless procedures for this purpose.
5. The objective of this RFP is to select an appropriately qualified and adequately experienced SP, to act as the SP, to enter a contract with the Embassy of India, Abu Dhabi to provide CPV services at the Mission and Post.
6. If the tender results in attracting only one effective offer it shall be treated as a single tender enquiry situation and Mission will allow evaluation as per guidelines of General Financial Rules (GFR) of Govt. of India, Central Vigilance Commission (CVC), New Delhi and the Ministry.
7. The agencies so identified would have on behalf of the Mission (which also covers the Post) responsibility for the following broad activities:
 - Distribution, collection, and scrutiny of CPV related applications, hereinafter also referred to as “Consular applications” as prescribed, along with supporting documents and fees from the applicants.
 - Depositing the Consular applications in original as well as in electronic format and other related documents at the Consular Wings of the Mission and the Post by the quickest and safest means; and fees collected on behalf of Mission/Post at the bank designated by the respective Mission and Post.
 - Digitization/Indexation/scanning of Consular applications forms along with

enclosures, capturing of biographic data and photograph and transfer the data electronically to the Mission and Post. This data duly indexed should also be provided in CD/DVD or any other reliable storage format to the Mission and Post for efficient search and retrieval operations.

- In respect of CPV related applications, the SP should create meta files and an attachment/sub-file for enclosures. This must be done in coordination with the Mission/Post, NIC and Global Passport Seva Project (GPSP) team to install an appropriate procedure for search and retrieval requirements for consular applications as the case may be.
- Strictly adhere to data and information security standards as set by Mission/Post, NIC and GPSP team and to implement the modification in the standards/procedure as and when prescribed by Mission/Post, NIC and GPSP team. These include, but not limited to, strict control of access to data collected from the applicant and maintaining confidentiality of information gained during the process. The data of any applicant obtained by the SP is confidential and must not be disclosed or shared to any third party without the consent of the Mission/Post.
- On time collection of all required documents and passports from the Mission/Post after the application has been processed and disposed of.
- Timely handing over document(s) back to applicants at the counter of the ICACs or by other secure and fast means, as permitted, for CPV related applications.
- Maintenance of a dedicated customer care service to answer enquiries and to address the complaints over the telephone, e-mail, message, etc., in a timely manner
- Display, distribute printed instructions and guidelines shared by the Mission/Post and
- Scheduling of personal interviews of the applicants at the Mission/Post, if required.

8. The Mission and Post handled approximately 400,000 no. of services/transactions per year during the three-year pre-Covid period from 2017 to 2019 (equivalent to 1600 transactions/services per working day, (assuming 250 working days in a year) and has considerably increased since then. However, the Mission does not guarantee this number. There may be an increase or decrease in this number in view of evolving demand after the pandemic, changes in the policy rules and regulations of either Government of the United Arab Emirates or the Government of India. The Mission wishes to engage a single SP to collect applications, with the fees due, along with passports and other relevant documents to be specified by the Mission, of applicants, deliver them to the Mission/Post and subsequently return the processed CPV documents to the applicants in a secure and expeditious manner.

9. The selected SP would be expected to establish ICACs for CPV related services as specified in the Section 1(A) (xi) of CHAPTER VII under jurisdiction of Mission/Post in the Emirates of Abu Dhabi, Dubai, Sharjah, Ras Al Khaimah, Umm Al Quwain, Ajman and Fujairah, in well-connected locations with ample parking facilities for applicants and in

prime locations.

10. The SP would be expected to always provide courteous and efficient service. Mission/Post reserve the right to monitor the quality of service provided and impose necessary corrective measures on the SP in terms of their contractual obligations. The selected SP will have to furnish Bank Guarantees (BGs), the amount of which has been indicated in later paragraphs in this RFP.

CHAPTER II: BIDDING SCHEDULE AND PROCESS

Tender No. ABU/CONS/415/1/2022	Date: July 24, 2023
IMPORTANT DATES	
Release of Request for Proposal (RFP)	July 24, 2023
Last date for Submission of Written Questions by Bidding Companies	July 30, 2023
*Pre- Bid Conference	August 07, 2023
Response to Written Queries & queries raised in the pre-bid conference	August 11, 2023
Issue of Corrigendum, if any	August 15, 2023
Last Date for Submission of bids	August 28, 2023
*Date of opening of the Technical Bids	August 31, 2023
*Announcement of results of Technical Bids	September 20, 2023
*Date of opening the Financial Bids	September 29, 2023
*Announcement of results of Financial Bids	October 4, 2023
*Award of Contract	October 18, 2023

*Subject to change due to administrative/logistic reasons.

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

- (i) Queries and the Mission's Responses from bidding companies: All queries from the Bidding companies relating to this RFP must be submitted by email only exclusively to email id: hoc.abudhabi@mea.gov.in. The queries must be in an attached file in word format only. The Mission will endeavour to provide answers to all questions raised by the Bidding companies. However, the Mission will not correspond with the bidding companies directly in this regard. A gist of all the questions from different bidding companies and responses for the same will be uploaded to the Mission's website (<https://indembassyuae.gov.in/>) without indicating the name of the enquiring companies. All email communications by Bidding companies to the Mission should be addressed to email id: hoc.abudhabi@mea.gov.in only. It is the responsibility of the bidding companies to monitor the website regularly for all the information pertaining to the tender process.
- (ii) Supplementary Information to the RFP: If the Mission deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information will be made available on the Mission's website. Any such supplement shall be deemed to be incorporated by this reference into this RFP. It is the responsibility of the bidding companies to constantly monitor the website of the Mission for any latest information.
- (iii) Conduct during Tender Process: Any attempts by bidding companies to disrupt the integrity of the tender process will result in disqualification of such companies from

the tender process including a ban on participation in future tenders of the Mission. The bidding companies should not contact officials of the Mission/Ministry during the tender process and any queries must be through email only addressed to: Head of Chancery, Embassy of India, Abu Dhabi at email ID: hoc.abudhabi@mea.gov.in.

CHAPTER III: INSTRUCTIONS TO BIDDERS

- (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 in this regard is final.
- (ii) The Organization profile (Annex-I) in soft copy, as required in Chapter IV (below), should be sent immediately to the Mission at email ID: hoc.abudhabi@mea.gov.in , for onward transmission to the Ministry of External Affairs, New Delhi for pre-verification purposes, without waiting for finalization/submission of completed tender documents by the bidding companies to the Mission. Bidding companies not cleared from security angle as decided by the Ministry of External Affairs, New Delhi (hereinafter referred to as 'MEA') will not be eligible to participate in this tender or award of contract.
- (iii) In case the Bidding Company decides to bid with a local Partner, the Organization Profiles should be submitted for that company too. The details of the partnership arrangement proposed should also be provided. The requirements of Joint Venture (JV) or consortium should be fulfilled as per details provided at Chapter VI: JOINT VENTURE/CONSORTIA (below).
- (iv) Bidding companies not fulfilling the Mandatory Eligibility Criteria (Annex-D) will be disqualified.
- (v) Bidding companies having outstanding penalties levied by the Mission/Post in United Arab Emirates (which are not the subject matter of a Court Case) payable to Missions/Post/MEA, will not be considered.
- (vi) Bidding companies not obtaining 70% marks in the evaluation of Technical Bid (Annex-E) will not be considered for the Financial Bid stage.
- (vii) If any bidder's services have been terminated in the last 5 years by MEA/Mission/Post for being unsatisfactory, not fulfilling contractual obligations or for some other reasons (which are not the subject matter of a Court Case), the concerned bidder will be disqualified.
- (viii) For the purpose of this RFP, the term 'Bidding Company' should be taken to also include joint ventures and consortia of maximum two companies.
- (ix) Companies/Firms registered outside India are eligible for participating in the bidding process.
- (x) The bidding company must deposit the Bid Security Deposit (EMD) and the requisite Bank Guarantees (BGs) mentioned in this RFP on its own. BGs or any other form of

guarantees will not be accepted from any third party on its behalf.

- (xi) Bid Security Deposit (EMD) and other Bank Guarantees (BGs) can be furnished through SWIFT (including e-Bank Guarantee), as per Annexures-G and J, as per prevailing instructions of the GoI. BGs issued by a nationalized bank in India/any of the Commercial Banks or Schedule-A Private Sector banks which are listed on NSE/BSE or any foreign bank scheduled/accredited by the Central Bank of ~~that~~ ~~country~~ UAE are acceptable. Registered micro and small enterprises (MSEs) (as defined by Ministry of Micro and Small Enterprises, GoI) are exempt from furnishing Bid Security Deposit (EMD).
- (xii) The offers/bids may be sent in separate sealed covers, superscribed in bold letters “Outsourcing of Consular-Passport-Visa (CPV) Services 2023 for Embassy of India, Abu Dhabi” (‘Technical Bid’, ‘Financial Bid’, ‘EMD’ amount and the CD/DVD must be placed in separate sealed covers which should then be placed in a secure larger envelope/box, addressed to the: Head of Chancery, Embassy of India, Plot No. 10, Sector W-59/02, Diplomatic Area, Off the Sheikh Rashid Bin Saeed Street, P.O. Box 4090, Abu Dhabi (UAE), so as to reach the Embassy of India, Abu Dhabi latest by 1730 hrs. (IST) [1600 hrs. (GST)] on August 28, 2023. All the Technical Bids shall be opened simultaneously at 1230 hrs. (IST) [1100 hrs. (GST)] on August 31, 2023. The decision of the Embassy of India, Abu Dhabi on the pre-qualification of the bidders shall be final.
- (xiii) The following guidelines shall be applicable to the respective parties:
- a. The Mission reserves the right to reject any tender based on security considerations at any stage in the tender process.
 - b. The Mission will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'Confidential'. However, the Mission subject to the Right to Information (RTI) Act 2005 of the Government of India (GoI), may be required to release information supplied in this RFP in accordance with the provisions of that Act or by an Order of the Courts in India.
 - c. The information in this RFP, or otherwise supplied by the Mission or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the Mission.
 - d. Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the Mission. All material supplied to the Mission in relation to the Bidding Company's proposal becomes the property of the Mission and may not be returned to the Bidding Company unless requested in writing beforehand and agreed to by the Mission.
 - e. The Mission will not be liable to contract and tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss or cost (including legal and lawyer/client costs) to the Bidding companies or other persons in respect of this RFP.

- f. If a dispute arises out of or in connection with the contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved within three months, the parties agree to submit that dispute to arbitration under the Delhi International Arbitration Centre (DIAC) Arbitration Proceedings Rules. The number of Arbitrators shall be one, to be appointed by the Chairperson of DIAC. The DIAC will provide administrative and legal services in accordance with the DIAC 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 DIAC Rules.
- g. Any dispute between the SP and the local partner is the responsibility of the SP only and should be settled accordingly and the Mission is not responsible for the same. However, any problem arising out of such dispute affecting the outsourcing of CPV services shall be the sole responsibility of the SP and shall be dealt with as per penal provisions indicated in the RFP.
- h. In submitting a proposal to the Mission, the Bidding Company will be deemed to have understood this RFP along with Annex-A to K and to have obtained all requisite information and ascertained the veracity of any information to be relied upon, as may be necessary to prepare the proposal and for any subsequent negotiations with the Mission.
- i. In submitting a proposal to the Mission, the Bidding Company will be deemed to be fully informed and to have accepted the terms and conditions outlined in this RFP and that all commitments as per RFP and its Annex-A to K will be met. A Declaration/Certificate to this effect will be furnished by the bidding Company.
- j. The Bidding Company is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of the proposal, in providing any additional information required by the Mission to facilitate the evaluation process, and in negotiating a definitive Agreement and all such activities related to the bid process.
- k. The Mission reserves the right to accept or reject any or all Proposal(s) and to annul the bidding process, at any time, thereby rejecting all proposals, prior to award of Contract/any Contract being signed, without assigning any reasons.
- l. The Mission reserves the right to reject the lowest bid as unresponsive, on the basis of the costing information provided in Annex-C as part of the financial bid, if it considers it unviable and could therefore lead to poor quality of services. In that event, the lowest responsive bid L1 may be decided amongst the remaining bids which are considered viable.
- m. 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 on the websites of the Ministry and the Mission. Where amendments are significant, the Mission may, at its discretion,

- extend the deadline for receipt of bids.
- n. The Mission shall arrange a Pre-bid Conference about the bidding process, about 15-20 days prior to the last date for submission of bids. This is to enable the Bidding Companies to prepare the proposals with full knowledge of the requirements of the Mission and for the Mission to clearly assess the capabilities of the SP.
 - o. Bidders are required to make Presentation at the time of evaluation of Technical Bids as per the date and time fixed by the Mission which will also be evaluated in Annex-E of RFP. The Presentation should precisely describe how the bidder will provide for each of the main requirements indicated under 'Scope of Work and Deliverables Required' and capacity for flexibility in service provision e.g., maintain turnaround time within the prescribed limit, maintain appointments within the prescribed period despite a sudden increase in demand, details on the proposals for managing risks and contingencies, quality of the website and Grievance Redressal Arrangement and Analysis. 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 will be met, including details of the resources expected to be used, number of staff expected to be employed for providing the service, a step-by-step Plan for ICAC rollout and any additional information that bidder thinks would be useful in support of its proposal.
- (xi) Inducements: Any act by the bidder which tantamount to offering an inducement or threat of any kind to the officers of the Ministry/Mission/Post in relation to obtaining or in connection with this or any other contract with the Ministry/Mission will disqualify that bidder from being considered for the tender process and/or may result in a ban on the bidder from participating in the future bids in the Ministry and all Missions.
- (xii) The Bidding Company/SP shall not offer, give or agree to give, directly or indirectly, to any person in the Ministry/Mission/Post any gift or consideration as an inducement or reward for doing or refraining to do any act in relation to or in connection with the obtaining this Contract or performance of this Agreement or any other Contract with the Ministry/Missions in connection with the award of Contract or performance of the Agreement. The bidding company/SP also shall not resort to any act of threat, promise, inducement, or intimidation against the officers of the Ministry/Mission/Post for not agreeing to any request/demand either during the tender process or during the period of the Contract.
- (xiii) If any violation is committed by the SP in this regard, the Ministry shall be entitled to disqualify the Bidding Company or terminate the contract with immediate effect by giving written notice to the Bidding Company or SP. In that event, the Bid Security Deposit, or the Bank Guarantee for premature termination of the Contract will be encashed by the Mission and the Bidding Company/SP will be banned from taking part in future tenders of the Ministry and all the Ministry/Missions.

(xiv) The SP shall be responsible for the consequences arising out of such termination.

DETERMINATION OF SERVICE FEE

(xv) The procedure for determination of Service Fee is as follows:

- a. The Mission will not pay for the services rendered by the SP. The SP will charge a Service Fee equal to the contract price per application, denominated in local currency [AED] from the applicant. The Service fee per application should be quoted, as per the Financial Bid format (Annex-C), inclusive of VAT and any local taxes as applicable in UAE. It is the responsibility of the SP to pay applicable taxes and other levies to the concerned authorities.
- b. Reasonability/viability of the amount quoted by the bidder for each component in financial bid (Annex-C) will be examined based on viability of the proposal and in case bidder's quote for any component/item is not viable, the bid can be considered unresponsive and would be rejected. No services should be quoted as Zero, including biometrics and if a firm quotes NIL or abnormally low charges/consideration, the bid shall be treated as unresponsive and will not be considered. The decision taken by Mission in this regard shall be final.
- c. SP may make a provision in the Service Fee quoted for the purposes of sanitization/safety-related expenses as are mandatory during pandemic conditions or any other charges as per requirements of Local Government. No separate charges for this purpose will be allowed.
- d. During the tenure of the contract, there shall be **NO** revision in Service fee. Hence, the rates should be quoted with this provision in mind.
- e. The Prospective bidders are expected to be aware of the Government of India's policy of visa liberalization, OCI and other CPV Schemes. Government of India reserves the right to further liberalize the visa regime. There shall be **NO** compensation against any such instance when the number of consular applications gets reduced in the country and one or all ICACs is/are bound to be closed or relocated due to any unforeseen circumstances/situation.

DETERMINATION OF CHARGES FOR OPTIONAL SERVICES

xvi) The procedure for determination of charges for Optional Services is as follows:

- a. The charges for Optional Services (OSs) per application should be quoted, as per the Financial Bid format (Annex-C) and shall be inclusive of VAT and any local taxes as applicable in UAE. It is the responsibility of the SP to pay applicable taxes and other levies to the concerned authorities.
- b. The Bidding companies should note that OSs are basically meant to assist the applicants, on an optional basis, and should not be seen as an additional source of income to shore up revenues of the SP and shield from the after-effects of any underbidding of Service Fee. The SP should provide only those OSs as per the list and prices approved by Mission in the RFP and should provide OSs based

on a written request by the applicant and should not refuse any OS listed or charge more than the approved rates which will lead to the imposition of penalties as indicated in the Service Level Agreement (SLA). The introduction of any new OS will be subject to the prior written authorization of the Mission and in conformity with local laws. The Bidding Company, in the Financial Bid, shall not quote more than the maximum prices determined by the Mission at Annex C.

CHAPTER IV: PRE-VERIFICATION

The Bidding Company is requested to fill up the Organizational Profile (Annex-I) appended at the end of this RFP and send it to the Embassy of India, Abu Dhabi, UAE at hoc.abudhabi@mea.gov.in immediately without waiting to complete the tender documents. The details should be sent only electronically to the Mission for onward transmission to the Ministry for pre-verification purposes. In case the Bidding Company decides to bid with a local Partner, the Organizational Profile should be submitted for that company too. The details of the partnership arrangement proposed should also be provided.

CHAPTER V: MANDATORY ELIGIBILITY CRITERIA

1. The bidder would be required to meet the following conditions:
 - (i) The Bidding Company with sound financial and business credentials must have at least 3 (three) years' experience of operating a Centre for CPV services on behalf of a Diplomatic Mission of the Government of India or any other foreign Government dealing with at least 150 applications per working day during pre-Covid three years period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019).

Or

5 (five) years' experience in e-governance projects/IT-related projects of the Government of India which requires public dealing having a minimum of 100 applications per working day during pre-Covid five years period (Jan-Dec 2015 to Jan-Dec 2019).

Or

10 (ten) years' experience in tourism travel industry which has arranged tours for at least 150,000 travelers during pre-Covid three years period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019). Details of all such tours arranged should be provided.

Note: 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 Mission(s)/ Government(s) concerned must be provided. No specific format is prescribed.

- (ii) Bidding Company should have a minimum net worth equivalent to US\$ 5 million. The Bidding Company must submit audited balance sheets and income statements for the 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 should be submitted. In case the bidding entity is a joint venture, information must be provided for both the partners of the joint venture.
- (iii) The annual turnover of the Bidding Company should be at least US\$ 500,000 annually during the pre-Covid three years period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019). The Bidding Company shall provide audited information certified by an external auditing agency to substantiate its claim of a turnover based on three years pre-Covid period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019). In the case of joint ventures, information must be provided for both the partners of the joint venture and a copy of their agreement.
- (iv) The Bidding Company must certify that the company and its subsidiaries/partners are not involved or convicted in any unlawful or illegal activity including but not limited to human trafficking, anti-Indian activities, hawala, tax evasion, financial fraud,

corporate malpractices, etc. The bidder must certify that it has no outstanding criminal or civil liabilities in UAE or elsewhere and provide information on any previous and current law enforcement cases or any other legal cases against them.

- (v) The Bidding Company must provide a list of all the cases in the past five years and their outcome as well as present cases pending litigation 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.
- (vi) Bidding Company must provide the details of notices received as well as penalties imposed on the company/SP in the last ten years while handling the consular work of organizations/Diplomatic Missions of any countries including Missions/Post(s).
- (vii) The Bidding Company must certify that key personnel proposed for ICAC have not been convicted of any criminal offence or on charges of bribery, corruption, or fraud. The Bidding Company must provide documentation to show that it has personnel of adequate qualifications for key positions in the ICAC. The details of the proposed key personnel and their experience record must be provided.
- (viii) The Bidding Company must provide certification that its operations are compliant with local labour laws and the relevant tax regime.
- (ix) 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.
- (x) The Bidding Company must deposit a Bid Security deposit (EMD) for US\$ 190,000/- (equivalent to AED 700,000) (approx. @ 5% of the tender value), **either in US Dollars or in AED, in the form of Bank Guarantee (BG) drawn in favour of Embassy of India, Abu Dhabi** (as per Proforma at Annexure-J). [Tender value is average annual service fee calculated on the basis of three-year pre-Covid period i.e., Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019 multiplied by total period of contract (three years) [i.e., annual service fee of three years pre-Covid period divided by three and multiplied by total period of contract (3 years)]. The EMD should be valid for 45 days beyond the final bid validity period [i.e., last date of bid submission + six months + forty-five days]. The EMD of unsuccessful bidders will be returned within 30 days of announcement of results of Technical Bids, except in the case of the selected bidding company whose Bid Security (EMD) deposit shall be retained till it has provided Bank Guarantees (BGs) as indicated under Chapter X: Bank Guarantees (BGs) of this document.
- (xi) Bid Security Deposit (EMD) and other Bank Guarantees (BGs) can be furnished in the form of Bank Guarantees (BGs) through SWIFT (including e-Bank Guarantee) in favour of Embassy of India, Abu Dhabi (Annexure-G and J). BGs issued by a nationalized bank in India/any of the Commercial banks or Schedule-A Private Sector

banks which are listed on NSE/BSE, or any foreign bank scheduled/accredited by the Central Bank of UAE. According to public procurement policy of Government of India, registered Micro and Small Enterprises (MSEs) (as defined by Ministry of Micro and Small Enterprises, GoI) are exempt from payment of Bid Security Deposit (EMD). The Bidding company should submit the amounts on its own without any involvement of any third party. BG provided by a third party on its behalf is not acceptable.

- (xii) The Bidding Company should have the adequate financial strength to provide Bank Guarantees (BGs) as stipulated in the RFP, to be certified by an authorized external auditing agency. A certificate is to be provided. No specific format is prescribed.
- (xiii) The Bidding Company should confirm its capacity to deal with higher volumes of consular applications as per the requirement of the Mission and Post.
- (xiv) The Bidding Company should give its response to items in Annex-D.

CHAPTER VI: JOINT VENTURE/CONSORTIA

1. The Bidding Company must comply with the following additional/technical eligibility requirements:
 - (a) Joint Venture (JV): If the Bidding Company proposes to implement the project in collaboration with a local business partner, details of partnership, type of JV, including a copy of the Agreement, must be provided. Maximum number of partners in JV should not be more than two and the lead member of JV/consortium should meet at least 75% and other members should meet at least 50% of criteria of Annual Turnover and Net Worth criteria as mentioned in Chapter V: Mandatory Eligibility Criteria, para 1 (ii) and (iii) above in this chapter. The lead member should also meet the conditions mentioned in Chapter V: Mandatory Eligibility Criteria, para 1 (i) above. A change in local partner will not be approved after the closure of the tender or during the period of Contract. However, in special circumstances, Ministry has the discretion to allow a change of partner subject to certain conditions based on recommendation from the Mission. If the change in local partner is not approved by the Ministry, the bidding Company/SP should work either with the previous partner or independently. No member of consortium should have incurred losses during three-year pre-Covid period (i.e., 2017, 2018 and 2019).
 - (b) 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 has been registered 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 or local laws. Wherever a dispute arises, or clarification is required, the provisions of the Companies Act 2013 will be relied upon, unless specifically elaborated in the RFP document or any other tender documents related to the outsourcing of CPV services.
 - (c) The Bidding Company and its subsidiaries are not allowed to bid separately for the same tender. A declaration/ certificate to this effect should be given by the Bidding Company.
 - (d) The concept of 'Sponsor' (Passive partner) is not acceptable unless the sponsor also qualifies as per criteria laid down for a local partner.
 - (e) The Lead Member of JV should be directly involved in providing outsourcing services and should not leave it to the member of JV 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 (BG) for premature termination of the Contract and impose a future ban against taking part in the tender process.

CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED

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

A. Dealing with Applicants and Documents

- (i) The SP is required to create and maintain a website providing information to the general public about all consular services provided by the SP through Mission/ Post in UAE. The website shall be created by SP only after due approval from the Mission. The modification of contents on the website is to be done only with the approval of the Mission.
- (ii) The website shall be in English and shall have an option to translate the content in different languages including Arabic, Hindi, Tamil and Malayalam. The website shall provide all the information and guidelines for submission of different types of application forms for availing consular services. It shall include web links of Govt. of India for submission of online application forms including Annexures, checklists for submission of application forms, basic information, and a list of Frequently Asked Questions (FAQs) about each consular service outsourced to SP.
- (iii) The website shall clearly display steps for submission of applications for different types of consular services in the text as well as in graphics (flow chart/video) for better understanding of the applicants. This may include all the steps beginning with the enrolment/registration to the final submission of the application and the delivery of the consular documents by ICAC.
- (iv) The website should also clearly, prominently, and separately display the details of the Government of India fee for the services and the Indian Community Welfare Fund (ICWF) fee (both of them known as GOI fees) besides the Service Fee of the SP and charges for Optional Services (OS) as approved by the Mission and shall also provide a total fee needed be paid as per the service chosen by the applicant through a fee calculator.
- (v) The SP shall not capture any data/information from the applicant on/through its website.
- (vi) The website shall have a Search Engine Optimized with proper Keyword search.
- (vii) The website shall be compatible for proper display on mobile devices.

- (viii) The website of the SP should have a separate menu, 'About us' which should have details of the outsourcing company such as the establishment of the company, vision document, names of the top executives with their profiles, details of the executives in charge of the present operations in the country concerned along with contact numbers, email address etc. It should also contain details of the Holding Company, if any.
- (ix) The website shall not be used to display any information not related to outsourcing operations, including but not limited to promotions, campaigns, advertisements etc.
- (x) **Service Dashboard:** To enable the Mission/Post(s) application process, the SP shall create a dashboard providing an updated status of all applications received. The dashboard will display the status of every application at its current stage starting from submission of application to all stages of processing till final delivery of the service to the applicant, details of all applications and fees paid by each applicant. Access to this dashboard shall be provided to designated officials from the Missions/Post.
- (xi) **Indian Consular Application Center (ICAC):** The SP would be required to set up ICAC as specified in the following table under jurisdiction of Mission/Post in the Emirates of Abu Dhabi, Dubai, Sharjah, Ras Al Khaimah, Umm Al Quwain, Ajman and Fujairah, in well-connected locations with ample parking facilities for applicants and in prime locations. The proposed locations for the ICACs should have an area of minimum office space as specified in the table below sufficient for: Reception desk/counters/workstation/walk-in applicants, seating of waiting people, space for smooth movement of incoming and outgoing visitors, separate exit/entry to ensure smooth flow of people, etc. At all times, SP shall facilitate the availability of appointment slots for submission of application within 04 (Four) working days. SP shall maintain a turnaround time at the ICAC for any applicant as per the time prescribed by the Mission. Mission/ Post may need to increase or decrease the number/size of ICACs, if deemed necessary, and the SP shall increase/decrease the number/size of ICACs at no additional expenditure/charge to be borne on such account by GoI/Mission/Post/applicants. SP should quote financial bid keeping in mind this aspect and SP will not be allowed to charge any additional cost from anyone [either from applicant or Mission/Post/Ministry].

S. No	Emirates	Location	Minimum no of counters	Minimum Area of the ICAC in Sq. Ft	Remarks
1	Abu Dhabi				
		Al Khalidiya	10	5000	SP to provide an office space to post Mission/ Post official(s) at Al Khalidiya for attestation services.
		Al Reem	10	5000	
		Musaffah	05	3000	
		Al Ain	03	2500	
		Ghyathi	02	2500	
2	Dubai				
		Karama/Oud Metha	20	10000	SP to provide an office space to post Mission/ Post official(s) at Karama/Oud Metha for attestation services.
		Marina	05	3000	
		Al Quoz/Al Barsha	05	3000	
		Deira	10	5000	
		Al Qusais	05	3000	
3	Sharjah				
		Abu Shagara	10	5000	
		Rolla	10	5000	
		Khorfakkan	01	2000	
4	Ajman		04	3000	
5	Umm Al Quwain		01	2000	
6	Ras Al Khaimah		04	3000	
7	Fujairah		03	2500	

Note: SP shall also operate counter at the Mission/Post, if required.

- (xii) The ICAC should display prominently the details of Consular services offered along with the fee schedule, including services fees of SP and Optional Services offered by SP.
- (xiii) All terms and conditions of payment of fees, refund, and cancellation requests of any service are to be displayed prominently in the public area of ICAC.
- (xiv) The details of the grievance redressal mechanism shall also be displayed in the public area of ICAC. The Feedback/Suggestion box shall be kept in a prominent place, and it should be operated by the Mission/Post officials only. Customer Satisfaction Rating System (CSAT) shall be established at each counter of an ICAC and shall be

integrated into the appointment system. The parameters for CSAT shall be provided as prescribed by the Mission/Post.

- (xv) All the contact details (phone numbers, email ids, etc.) of SP related to the delivery of consular services must be prominently displayed in the public area of ICAC.
- (xvi) The ICAC should also display details of the service levels committed by the SP in the SLA with the Mission, for the ready reference of the applicants. The SP shall display public alerts or instruction/guidelines from the Mission/Post/GOI at the ICACs.
- (xvii) A monthly compliance report of all the above items with respect to ICAC must be sent to the Missions/Post, with pictures depicting such displays.

B. Acceptance and forwarding of application to Mission/ Post:

- (i) The SP is required to accept applications for the following services:
 - (a) Passport
 - (b) Visa
 - (c) Consular Services
 - (d) Attestation Services
 - (e) OCI Services
 - (f) Renunciation of Citizenship/Surrender Certificate Services
 - (g) Any other service prescribed by the Mission.
- (ii) The SP shall compile uniform checklists for each of the consular services applicable at all ICACs in UAE in consultation with the Mission and Post. This checklist must be enclosed with all the applications on top of the application. All the applications must be received/ processed with the prescribed guidelines in the checklist.
- (iii) The SP shall accept Consular applications, together with fee, including Indian Community Welfare Fund (ICWF), SP's service fee, optional fee (as per the approved rate by Mission) and supporting documents as prescribed by the Mission/ Post from the applicant as approved by the Mission.
- (iv) The SP shall be responsible for the correctness of the information (factual) in the application form and matching with the identity of the applicant as per the details in the Passport, address proof and other documents of the application.
- (v) In person applications: On receipt of applications at the ICAC from applicants submitting in person or through a representative, the SP should:
 - (a) Scrutinize each column of the application to ensure that the application is filled correctly.
 - (b) Tally the documents enclosed with the application with the prescribed documents.

- (c) Availability of prescribed fee.
 - (d) The application complete in all respects shall be accepted by SP and a payment receipt issued to the applicant as prescribed in sub-para-D below [CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED. Issue of bar-coded receipt for applicants]. A second copy of the same payment receipt is to be attached with the application. All complete applications may be forwarded to the Mission/Post on the same day or latest by the next working day after necessary processing and entries in the Service Portal at SP's office. The SP shall issue a single receipt for an applicant for all the services, including OS availed and there shall not be separate receipt for the OS availed by an applicant.
 - (e) The SP shall verify such original documents enclosed with the application which are not required to be sent to Mission/Post. A certification marking on the photocopy of the original document "Original Seen and Returned"/ "OSR" is to be made by the SP's official followed by signature and date. After verification, the original document may be returned to the applicant on the counter itself, except in those cases the Mission/Post has asked for the same.
 - (f) In case of any deficiency in the application, the SP shall inform the applicant through e-mail, status tracking portal, SMS alert etc., as appropriate, on the same day as raised by the Mission/ Post and action to be taken by the applicant for completion of the application, failing which a penalty as per provisions of the RFP shall be levied. Such incomplete applications may be retained by SP for a period of twenty-one working days to enable corrections and rectify deficiencies by applicants. Once the deficiencies have been rectified, the SP should submit the completed documents to Mission/Post on the next working day, failing which a penalty as per provisions of the RFP shall be levied. If, however, there has been no response received from the applicant or the deficiencies have not been rectified within the prescribed period of 21 days, the SP should return the incomplete documents to the applicant along with refund of GOI fees after deducting bank/agency charges, if any, within one month. The charges for returning the applications, if not collected in person, should be borne by the applicant. The service fee and charges for any optional service rendered can be retained by SP in full and non-refundable. In case of undue delay in refund, a penalty as per provisions of the RFP shall be imposed. Cases for which refund could not be made due to local laws or tax laws, etc. shall be exempted, and
 - (g) The status of the incomplete applications inter-alia pointing out to any deficiencies shall be updated in the portal's tracking system at all the stages. A consolidated list of all incomplete applications should be shared with the Missions/Post on weekly basis failing which penalty as per provisions of the RFP shall be levied.
- (vi) The SP should mandatorily provide 4 SMS updates for applications i. Receipt of application in the ICAC, ii. Dispatch of documents to the Mission, iii. Receipt of documents in the ICAC from Mission and iv. Dispatch of documents by Courier or time schedule to collect the document by hand at the ICAC). All this information should also be uploaded to the website tracking system on a real-time basis.

(viii) Whenever the Mission/Post requires any applicant to come for an interview, the SP should coordinate with the applicant for the same.

(ix) Appointment system:

- a) The SP shall provide a transparent, efficient, simple, and accessible online appointment system for submission of the consular applications. SP should ensure and facilitate the availability of appointment slots for submission within 04 (Four) working days. Delay in appointments will invite penalty as explained under Chapter XI: service level metrics/penalty.
- b) SP shall also maintain a maximum turnaround time of 20 minutes for any applicant from token generation to acceptance of application and payment at the counter of ICAC. SP should quote financial bid keeping in mind this aspect and SP will not be allowed to charge any additional cost either from applicant or Mission/Post/Ministry.
- c) SP shall build an online based dynamic appointment system for fixing appointments. Appointments shall be linked to a single mobile phone/email ID. Only a maximum of four persons (for family members) can be accepted from a single mobile phone/email ID to restrict bulk booking of appointments.
- d) The online appointment system shall have the following:
 1. A user-friendly booking page.
 2. Anti-fraud/fudging including features to avoid bulk booking except for families.
 3. Automatic notification, delay alerts and reminders through e-mail and SMS
 4. Integrated with the Smart Queue Management system at the ICAC.
 5. A detailed confirmation e-mail with barcode/QR code upon successful booking of appointment.
 6. Easy canceling and rescheduling of appointment.
 7. Different services booking by an applicant.
 8. 24 hours and 7 days availability.
- e) The SP should provide access and live monitoring of the appointment system to the Mission/Post, failing which a penalty as per provisions of the RFP shall be levied.
- f) The SP shall provide a specific time slot at ICACs for catering to the Walk-in category applicants. The Walk-in category and the designated ICAC that would handle such applicants shall be prescribed by the Mission/Post.

(xi) Enquiry and Complaints/ Grievance redressal mechanism

- The SP shall provide an efficient and courteous telephonic enquiry system through Toll-free numbers/ Voice Over Internet Protocol (VoIP) and shall maintain a chatbot in the website and a dedicated WhatsApp bot.
- The SP can charge normal call charges after five minutes.
- Special higher call charges are not permitted.

- The SP shall maintain adequate staff to ensure that no caller is kept waiting for more than three minutes. Waiting time should not be charged.
- The telephone enquiries should be attended from **8 AM to 8 PM** on all working days.
- An automatic answering system should be functional outside the above period, including holidays.
- SP should operate an efficient and prompt e-mail system where a response is provided within 24 hours (or 48 hours if clarification from the Mission is required).
- The SP shall deploy well-trained and courteous staff with excellent service knowledge to solve the issues/problems raised. The staff should be patient and attentive with emotional intelligence. The SP should deploy staff with multilingual ability with clear communication and writing skills and empathy towards the applicants.
- The SP shall ensure that all emergency cases are attended immediately and guided properly, wherever required, the Mission/Post shall be informed immediately.
- The SP shall ensure no direct or indirect promotion of any OS is done through any of the customer care/inquiry mechanisms. The customer care executive must provide clear, direct information about the OSs upon request and should not provide wrong or indirect information or hide information to induce a customer to avail optional services. The SP shall maintain a separate and dedicated customer care/inquiry Centre for the premium lounge facility.
- The SP shall provide a complaint & feedback mechanism on the website where customers can convey their complaints/grievances and feedback. The same shall be shared to Mission/Post to the prescribed mail ID through automated mechanism on real time.
- The SP shall provide the status and action taken report on all the complaints and grievance mechanisms on weekly basis, including the complaints received through Mission/Post. Any serious complaints or grievances must be brought to the attention of the Mission/Post immediately. The SP shall act on all complaints/grievances raised within **one** working day.
- The Mission/Post will be free to set up any other arrangement to reliably receive feedback from the applicants, independent of those put in place by the SP.

(xi) Smart Queue Management System: The SP shall establish an integrated Smart Queue Management System (SQM) in all ICAC to limit the turnaround time to 20 minutes for all applicants from token generation to acceptance of application and payment at the counter of ICAC. Delay or longer waiting period or any deviation from the service parameters will invite penalty as explained under Chapter XI: Service Level Metrics/Penalties. The SQM shall have the following features:

- Efficient, streamlined, nearly self-operating queue management system integrated with the appointment system to give the applicant the best customer experience.

- Sends customers alerts about delay or wait time before service using real-time data.
- Real-time staff alerts about wait times to manage the situation based on information gathered during check-in, etc.
- Help the SP to better prepare for peak periods from the data produced and to maintain the timeline for appointment slot availability and turnaround time as prescribed by the Mission/Post.
- Integration with the appointment system to log the entry and exit time of applicants at ICAC.
- Dashboard for live monitoring of status of all counter and their wait time

C. Acceptance of Fee

The SP shall:

- (i) Accept fees in all manners of payment generally used in the UAE, including Credit and Debit cards and online payment facilities except personal/ Company/Traveler's cheques.
- (ii) The SP shall collect bank/agency charges for such transactions from the applicants on an actual basis. The SP must provide rates of such bank/agency charges on the letterhead duly certified by the Bank/ agency receiving the bank/agency charges. For the verification of such bank/ agency charges, the SP should be able to provide details (statements, confirmation letter from bank/agency etc.) of transactions establishing the payment of such bank/ agency charges to the respective bank/agency in a self-explained and transparent manner.
- (iii) The modes of payment and bank/agency charges applicable on specific modes of payment must be displayed properly on the ICAC and the website of SP.
- (iv) Any bank charges levied on such transactions will not be borne by the Mission/Post.
- (v) No cash payment should be received by Post/Courier.
- (vi) Display prominently both in the ICAC and website, information regarding the Consular fee, service charges, charges such as ICWF contribution and charges for Optional Services (OS), etc.
- (vii) Collection of bank/agency charges from the applicants shall not become a source of income for the SP, instead, it should only be accepting applicable bank/agency charges and paying to the respective bank/agency. At any point of time, if Mission/Post(s) wishes to verify such a transaction, SP must be able to establish it in a transparent manner and beyond any doubt. Any violation on this may be penalized by 10 times higher than the maximum penalty amount assigned for any violation.

- (viii) Guidelines regarding refund of Service Fees and Optional Service charges of the SP:
- Service Fees and OS charges of the SP are refundable when services have not been availed by the applicant with due prior notice to the SP.
 - Service Fees and OS charges of the SP are refundable if the applicant has been charged more than once for the same service(s) or the applicant has paid a sum in excess and the applicant can provide proof of such excess charge.
 - Service Fees and OS charges of the SP are non-refundable when services have been availed by the applicant.
 - OS charges of the SP are refundable if the applicant has been forced to avail the OS.
 - Refunds shall be subject to the local laws in the country where the services are being provided to the applicant, including tax laws.
 - Cases for which refund could not be made due to local laws or tax laws, etc. shall be exempted; and
 - In case of undue delay in refund, a penalty as per provisions of the RFP shall be imposed.

D. Issue of bar-coded receipt for applicants

- (i) The SP shall mandatorily issue a Bar Coded receipt to the applicant for all the transactions/ payment received from any applicant in any manner (online, through payment link, draft, cheque, credit card, debit card, etc.) for any service, whatsoever.
- (ii) On receipt of an application, the SP shall issue a Bar Coded receipt to the applicant showing the following details:
1. Details of applicant:
 - (a) File No.
 - (b) Name of the applicant
 - (c) Passport No.
 - (d) Name of Service
 - (e) Sub-type of Service
 2. Details of payment:
 - (a) Consular fee (Government of India fee)
 - (b) Consular surcharge (e.g., ICWF charges, etc.) (Government of India fee)

Total (I) =

 - (c) Service Fee (payable to the SP)
 - (d) Taxes (if any)

Total (II) =

(e) Optional Service charges (payable to the SP)

(f) Taxes (if any)

Total (III) =

(g) Bank/agency charges applicable (payable to the SP)

Grand Total (a,b,c,d,e,f & g) =

h) Date and time of payment

- (iv) The SP 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 SP.
- (v) The SP shall generate proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices prescribed by the Mission/Post.
- (vi) SP shall be responsible for the payment of Taxes to the authorities concerned, as Service Fee and OS charges are inclusive of applicable Taxes.
- (vii) The SP shall arrange the audit of the accounts of total collections received, including amounts received as Service Fee and Optional Service Fee. The audit should be conducted by a reputed Auditor in the UAE. Copy of the annual audit report with a certificate confirming payment of local taxes to the concerned authority to be provided to the Mission at least once a year.
- (viii) The records of all amounts, collected by the SP shall be provided to the Government of India Auditors whenever required.
- (ix) The SP should open a separate Bank Account for the outsourcing operations and share the details of the Bank Account opened to the Mission/Post before the start of outsourcing operations.
- (x) The SP should provide details of daily bank transactions from the ICAC to their bank accounts in the form of a monthly statement, certified by the Bank concerned, which should tally with the details provided to the Mission/Post for audit purposes.
- (xi) SP shall provide details to Mission/Post of all the amounts collected by it through all modes of payments (cash, DD, Bank Draft, Online payment) every day (by close of business hours), every week (by each Monday) and every month (by 1st day of succeeding month) under different heads i.e. Consular Fee, Consular Surcharge (ICWF), Service Fee, Local Taxes on Service Fee, Optional Service fee, Taxes on Optional Service Fee and all other charges collected by it for any purpose. SP should

reconcile the account details with Mission/Post on daily basis.

- (xii) The duration of records to be maintained by SP after the service is completed should not exceed one month unless specifically requested by the Mission/Post.
- (xiii) The SP should ensure that the data has been transferred correctly and the same has been digitized, indexed, and stored as per the requirements of the Mission/Post.
- (xiv) The SP should provide a monthly certification that it does not hold any personal records of applicants beyond the stated limit. Any violations on this account will be penalized appropriately (as per Sr. No. 41 of Service Level Metrics/Penalties).
- (xv) The SP shall maintain proper accounts of all amounts/ fees received for each sub-head.

E. Transfer of amounts to Mission's account

- (i) The SP shall deposit fees due to the Mission i.e., Government of India Fee for CPV services and Consular surcharge fees in Mission's/Post's bank account on the day of receipt (or the next working day in case of delayed receipts/ receipts on closed holidays as agreed upon with Mission).
- (ii) The SP's Service fee, OS fee, bank/ agency charges will be retained by the SP. The details of all fees, including fees retained by the SP must be provided to the Mission/Post on daily basis through the manifest of applications sent by the SP.
- (iii) Any delay in the transfer of money to Mission/Post's government accounts shall invite penalties as explained under Chapter XI: Service Level Metrics/Penalties. Any such observation by Government Auditors at a later date may also be equally considered a violation of the agreed terms and conditions and invite penalties and shall be paid by the SP immediately. Any delay in payment of such penalties, after the issue of Notice by the Mission/Post, will invite additional penalties as explained under the section on 'Penalties'.
- (iv) Any incident of bounced cheque/transaction will invite a penalty as prescribed subsequently under Chapter XI: Service Level Metrics/Penalties. Repeated incidents of bounced cheques will invite encashment of the Bank Guarantee and/ or termination of Contract.

F. Dispatch of documents to the Mission

- (i) The SP after the initial processing of the application at their end shall send the original applications with enclosures to the Mission/Post twice a day, on receipt of application from the applicants at ICAC. In case of applications received on a non-working day of Mission/Post (like holiday or weekend), same shall be submitted to

concerned Mission/Post on next working day or as desired by concerned Mission/Post. The SP shall label and segregate the applications as prescribed by the Mission/Post.

- (ii) The following two documents mentioning details of applications must also be enclosed while handing over the applications:
 - (a) Manifest of applications indicating
 - File no.
 - Name of the applicant
 - Passport no.
 - Service applied for
 - Date of submission of application by applicant
 - Date of handing over of application in Embassy/CGI
 - Fee collected with all break-ups i.e., Consular Fee, ICWF charges, Service Fee, all types of OS fee, bank/agency charges and other charges, if any
 - Date of deposit of fee into Government Accounts, period of delay and reasons for the same.
 - (b) Sub-manifest/covering note with a bundle of each type of application (Passport, Visa, Consular service, etc.) mentioning details of all the applications of a particular consular service separately.
- (iii) The Statement should be sent by email to the Mission/Post simultaneously.
- (iv) Handing/Taking over the applications and passports will take place at the premises of the Mission/Post.
- (v) The documents should be transported by a dedicated van of the SP in locked containers along with the staff of the SP and security personnel as required. The keys to the containers should be available only in the ICACs and Mission/Post with authorized persons. Additional security measures such as GPS may be included as per local requirements. The security of documents will be the responsibility of the SP and in case of any loss of documents, penalty as indicated in Chapter XI shall be levied.

G. Return of documents to the applicants

- (i) After disposal of the application and receiving the processed application and document/ Passport from the Mission/ Post, the SP shall:
 - (a) Send an e-mail and SMS alert to the applicant informing him/her about the completion of processing of the application.
 - (b) Update the status of the application on the website for status tracking, informing details about the collection/ delivery of the document/Passport.

- (c) Facilitate applicant or his/her authorized representative for collection of document/passport from ICAC on the same day. In case the applicant opted for Courier, the SP shall ensure the dispatch the document(s)/passport(s) to applicant in a secure manner as per the timeline prescribed by the Mission/Post. The security and timely delivery/dispatch of documents will be the responsibility of the SP and in case of any loss of documents or delay in returning document/passport, penalty as indicated in Chapter XI shall be levied. It is SP's sole responsibility of ensuring the delivery standards as prescribed by the Mission/Post. The GoI/Mission/Post will not be responsible for any disputes between the SP and Courier.
- (ii) The SP shall ensure that the document/ passport has been handed over/ delivered to the applicant or his/her authorized representative. A confirmation about the same must be uploaded on the service portal with the time and date of handing over/delivery of document/ passport to the applicant.
- (iii) The SP shall provide a detailed outgoing/dispatch manifest to Mission/Post through e-mail about dispatch/handing over of documents/passports after disposal of the consular application, showing different stages of dispatch with dates till the final delivery of the document/passport to the applicant.

H. Quality Control and Assurance

- (i) The SP shall ensure a reliable quality control system that maintains continuous monitoring and ensuring of service standards. The SP shall have ISO-9001-2008 certification for quality management; ISO-27001-2013 certification for IT related services (to be submitted along with the tender documents) and ISO-23026-2015 for website quality certification (to be submitted within three months from the date of awarding of the Contract or before the starting of outsourcing operations whichever is earlier). The certification shall be upgraded to the latest version as and when available. Any other procedures for privacy and protection of data shall be implemented as per local or Government of India procedures, whichever is higher in grading, and as prescribed by Mission. It will be the responsibility of the SP to ensure full compliance accordingly. Any delay in implementing the website security certification shall be brought to the notice of the Mission/Post concerned while taking responsibility by the SP for the safety and security of the data being handled.
- (ii) The SP must implement an internal Quality Assurance Program to monitor, maintain, and enhance service, which should include internal reviews and assessments of the SP's performance, including Quality and accuracy of services; Quality and accuracy of services to Applicants; and Compliance to the Contract.
- (iii) Audits Performed by the selected SP:
 - (a) The SP must get conducted a Third-Party Audit of processes and procedures of its work on an annual basis and send a report to the Ministry [JS(CPV)] and relevant portions to the Mission [Head of Chancery] within one month of the

completion of the annual period of operation.

- (b) In the first year of operation, the Report for the first six months of operation shall be submitted by the end of seventh month. Similarly, the Report for the next six months will be submitted by the end of the following month. Thereafter, the yearly report shall be submitted within one month of its falling due. In case of delay in submission Third Party Audit Report, penalty as indicated in Chapter XI shall be levied.
- (c) The SP in consultation with Mission/Post and the Ministry shall make necessary rectifications to correct the deficiencies to improve the functioning of the ICAC.
- (d) The SP shall make necessary improvements to the functioning of the ICAC as pointed out by the Mission/Post from time to time.

I. Installation of Applications, Software, and hardware for Consular Services viz., IVFRT, CONSPROM, GPSP, etc.

- (i) The SP shall be required to work on the IVFRT, CONSPROM, GPSP and other such platforms of the Government of India or any other centralized platform for consular services, if introduced. Detailed guidelines/procedures in this regard shall be intimated to the SP at the time of introduction of any such centralized platform.
- (ii) The SP shall install prescribed applications, software and hardware for processing of the consular applications viz., IVFRT, 'CONSPROM', GPSP and other such software/ applications prescribed by the Government of India from time to time for processing of the consular applications. The SP shall also arrange for the installation of other compatible software and hardware as and when prescribed by the Government of India for processing of the consular applications.
- (iii) The SP may carry out necessary changes/adjustments for re-alignment of their services, in case Ministry considers providing these services completely or partly through online mode through other centralized web portals, in future.
- (iv) The SP shall upload the application and scanned supporting documents on the respective platform (IVFRT, GPSP, OCI portal, etc.) at the time of initial processing of the application. All the supporting documents enclosed with the application are required to be uploaded with good quality scanning and linked to the respective application so that the application as well as all the supporting documents are available in the Mission/ Post for processing the application electronically.
- (v) In the case of OCI applications, the applicants are required to upload the prescribed documents on the OCI portal while submitting an online application. If certain required documents are not uploaded by the applicant, the same shall be uploaded by the SP.
- (vi) Those applications which are submitted by applicants directly at the Mission will be handed over with supporting documents/enclosures to SP and shall be scanned/

digitized/ indexed to link with the visa application on IVFRT. Such process shall be completed within three working days of handing over the documents to the SP. In case of delay, penalty as indicated in Chapter XI shall be levied. SP should quote financial bid keeping in mind this aspect and SP will not be allowed to charge any service fee either from applicant or Mission/Post/Ministry.

- (vii) The SP shall deploy a local server with the approval of the Mission/Post concerned to optimize on time to ensure the live upload of scanned documents.
- (viii) The number of applications received should be tallied with the number of support document sets that have been submitted (uploaded) to the system on a daily basis. The parameters for scanning of visa applications, Meta data and other relevant data are described in this document (Annex-A).

J. Issuance of Visas – IVFRT System and Biometric Enrolment

- (i) Government of India's IVFRT (Immigration, Visa, Foreigners' Registration and Tracking) System is used for provision of visa services. As per this system, it is mandatory for the applicants to fill up the visa application online and present the hard copy along with passport and other enclosures to the SP. The SP shall scrutinize the application forms, passport and enclosures and send them to the Mission/Post concerned as per standing instructions. Any shortcomings in the documentation should be pointed out to the applicant and rectified before dispatch to the Mission/Post.
- (ii) The SP is responsible for capturing ten-finger and facial biometric data of the applicants (as prescribed by the Mission/Post) and linking it with the respective application. Detailed guidelines for capturing biometrics for Visa applications are prescribed in Annex-B. The biometrics for Visa applications may be transmitted to Mission/Post electronically along with the case file of the applicant to enable the Mission/Post to upload them on the IVFRT platform. The Government of India will provide facial capturing software for this purpose. Enrolment of facial biometrics as per the Indian e-Governance standards is available on <http://egorstandards.gov.in>

K. Issuance of Passports and Acceptance of GEP Background Verification Forms

- (i) The applications for issue of passport are filled online by the applicants and are submitted at the ICAC. The SP shall scrutinize the application forms, passport and enclosures and send them to the Mission/Post concerned as per standing instructions.
- (ii) Any shortcomings in the documentation should be pointed out to the applicant and rectified before dispatch to the Mission/Post.
- (iii) The SP shall be required to work on the GPSP platform of Government of India or any other centralized platform for passport services if introduced. Detailed

guidelines/procedures in this regard shall be intimated to the SP.

(iv) The SP shall be responsible for scanning/digitization/indexation of consular/passport/ visa/ OCI, etc. related documents and uploading the same, linking them simultaneously with the case file at the respective centralized platform/GPSP system in case these are not uploaded during the online application submission process, for real time digitization of Consular, Passport and Visa (CPV).

(v) The SP shall also be responsible for enrolment of ten finger and facial biometric data of the passport applicants as prescribed by the Mission and forward the same electronically along with the case file of the applicant.

L. Issuance of OCI [Overseas Citizen of India]

- i. The applications for OCI cards are to be filled online by the applicants and supporting documents required as proof of their Indian origin etc. are to be uploaded by the applicants on the portal.
- ii. The SP shall be responsible to collect the application along with enclosures and send the same to the Mission/Post. The SP shall scrutinize the application form, passport, and enclosures etc. In case, some required documents are not uploaded by the applicant, the same shall be uploaded by the SP.
- iii. The Mission/Post concerned shall issue appropriate instructions to SP for verification of documents. The documents shall be sent to the Mission concerned as per their standing instructions for further action.
- iv. The SP shall also be responsible for enrolment of ten finger and facial biometric data of the applicants (wherever required) and forward the same electronically along with the case file of the applicant.

M. Biometric capturing

The enrolment of biometric details of the applicants shall be as per the guidelines of the Ministry/ Mission issued from time to time. The SP shall coordinate with the Mission/Post and GOI's National Informatics Centre (NIC) or any other agency approved by the Ministry to put in place seamless procedures for this purpose.

N. Digitization and Indexation of applications

- (i) The SP is responsible for timely Digitization/Indexation of the entire consular, passport and visa (CPV) application forms along with enclosures, as per the parameters prescribed in Annex A, within 7 calendar days from the date of handing over of processed application to the SP.
- (ii) The data pertaining to Visa, Passport or any other service shall be compiled in

separate DVDs in duplicate (one copy for Mission/Post and one copy for the Ministry), and the data pertaining to Consular/misc. attestation services shall be compiled in separate DVDs (single set only) to be kept by the Mission/Post only

- (iii) With respect to digitization of passport and related passport services applications, it is stated that Mission/Post in the United Arab Emirates are integrated into GPSP system. Digitization is done at the time of online submission of application. SP is required to scan and upload the supportive documents during the application submission process itself. The GPSP application system has provision for the SP to send the supportive documents along with the Meta Data through the web interface developed for the SP, through which they are currently uploading the applicant's Meta Data into the GPSP system.
- (iv) Those CPV related applications which are submitted directly at Mission/Post will be handed over with supporting documents/enclosures to SP and shall be scanned/digitized/indexed within three working days of handing over of documents to the SP. In case of delay, penalty as indicated in Chapter XI shall be levied. SP should quote financial bid keeping in mind this aspect and SP will not be allowed to any charge from anyone either from applicant or Mission/Post/Ministry.
- (v) Any delay in the digitization of the application beyond the above timeframe and the consequent additional expenditure spent by the Mission/Post in the storage of a hard copy of the application is to be borne by the SP. This additional cost will be in addition to the penalties imposed on the SP for the delay in the digitization of the application as indicated in Chapter XI. Ministry/Missions/Post shall not bear any cost towards storage of these applications by the SP, if required.
- (vi) At the time of commencement of the contract, the SP shall make sample DVDs with limited data entries seeking the approval of standard parameters. After approval, the DVDs with full data, for respective services, shall be prepared daily and submitted on a weekly basis to the Mission/ Post. The label of the DVDs shall clearly indicate the Mission/Post code, number of files and size, period of data and name of the Service such as passport, visa etc. The data thus received in the Ministry will be uploaded to the respective centralized system. The SP will be responsible for any mismatch in data after uploading finally.
- (vii) The digitization must be done serially as per the date without missing any applications in between. The SP must certify that no application has been missed and no application has been duplicated. The total number of applications sent to the Mission and the total number of digitized files must be equal. For any reason, the files in the serial number could not be digitized, such files must be included in a separate DVD for identification and tallying purposes.
- (viii) The SP shall create metadata files and PDF files as per parameters indicated in Annex-A, to enable efficient linking to the case files and digitization /indexation of

documents.

O. **Contingency Plan:** The SP shall have in place an adequate contingency plan, in consultation with and with the approval of the Mission/Post (within 90 days of the signing of the Agreement), to maintain an acceptable level of service if the operation of the ICAC(s) is / are interrupted for any reason.

P. **Facilities at the ICAC**

- i. The SP shall ensure that ICAC is easily accessible to members of the public and located in a reputable area (within the specified limits) as per the local regulations, in consultation with and with the approval of the Mission/Post concerned.
- ii. The ICAC shall have a prominent Notice Board indicating the services offered, the fee schedule and a copy of the Service Level Metrics, pertaining to the applicants, for ready reference of the applicants. The same shall be available on the website of SP.
- iii. The SP shall have SQM integrated with the online appointment system and digital token system.
- iv. The ICAC shall have sufficient space, subject to the minimum prescribed, in terms of waiting area, counters, processing area, Biometric Services and Optional Services. Minimum 30% of space may kept for waiting applicants.
- v. The total turnaround time shall not exceed 20 minutes for an applicant. in case of delay, penalty as indicated in Chapter XI shall be levied.
- vi. The staff at the ICAC must be fluent in language(s) as per local requirements of the country/zone of operation.
- vii. Submission hours: ICAC should remain open for six days a week from Monday to Saturday. Acceptance of application at the counters of ICAC should be at least 48 hours per week. (Working hours/submission hours can be modified by Mission in consultation with Ministry).

Working days per week : 6 days (Monday to Saturday)

Minimum submission hours per day* : 8 Hours

*Exact timings will be decided by Mission/Post(s) concerned.

- viii. The ICAC shall have sufficient lighting, and air conditioner/ ventilation keeping in mind the inclement weather conditions in UAE.
- ix. All basic amenities viz., drinking water and washrooms must be provided in the ICAC maintaining good hygienic conditions. Provisions for vending machines for soft drinks/coffee/tea, etc. may also be made wherever required.
- x. The ICAC shall have an Electronic Display System indicating the status of applicants' and token numbers.
- xi. All the parameters and standards of facilities in the ICAC shall be as per the offer made by the Bidding Company in the Technical Bid or as in the RFP whichever is

better.

- xii. The SP shall provide CSAT at each counter, which is integrated to the appointment system, and an interactive blog, in the format indicated by the Mission/Post, as part of the website linked to the Mission website, so that it can be seen by all.
 - xiii. The notice board displaying the details of services provided by the SP for processing of Consular applications, including in respect of emergency services e.g., emergency visas outside the office hours as well as on weekends/Gazetted holidays should be available in all ICACs.
- Q. Opening of ICAC during weekends/holidays: The SP shall under prior written authorization from Mission/ Post open ICACs during weekends/holidays to facilitate submissions by applicants, to ensure the appointment slot availability within 4 working days and to cater to any emergency at no additional cost to the GOI/Mission/Post. There will be no separate charges allowed for this purpose. SP should quote financial bid keeping in mind that fee quoted by the SP in financial bid would be treated as final and SP will not be allowed to charge any additional cost either from applicant or Mission/Post/Ministry on all the services rendered by SP during weekends or holidays.
- R. In case Mission/Post requires SP's staff/personnel to be present within the Mission/ Post premises for undertaking outsourced work, no additional expenditure will be borne on such account by GOI/Mission/Post. The SP will be required to deploy the personnel with PoS (Point of Sale) machines, etc., if needed by Mission/Post. SP should quote financial bid keeping in mind this aspect and SP will not be allowed to charge any additional cost from anyone (either from applicant or Mission/Post/Ministry).
- S. SP will be required to provide 24x7 helpline, maintenance of minimum manpower for backend coordination, etc. for providing various types of consular services to growing Indian diaspora. SP should quote financial bid keeping in mind this aspect and SP will not be allowed to charge any additional cost either from applicant or Mission/Post/Ministry.
- T. **Consular Camps:** The SP may be required by the Mission/Post to organize Consular Camps at any location within the consular jurisdiction of Mission/Post at no additional cost to the Government of India/Mission/Post or applicants. SP will be required to provide services, including scrutiny of applications for CPV related services and acceptance of fees. Same Service Fee should be levied on applicants. No additional service charge will be paid to the SP. These camps are to be organized in cities other than the location of the ICAC. SP should quote financial bid keeping in mind this aspect and SP will not be allowed to charge any additional cost from anyone (either from applicant or Mission/Post/Ministry).

2. OPERATIONAL SYSTEMS AND INFRASTRUCTURE

The SP shall provide the following for each ICAC:

- a. Details of personnel to be deployed in the ICACs for pre-verification purposes and approval of the Mission/Post concerned.
- b. Persons not cleared by the Mission/Post shall not be appointed in the ICAC and shall also not be retained after objections by the Mission/Post.
- c. The staff of the ICAC (non-managerial and managerial personnel) should have appropriate qualifications for the relevant job they will be handling and must have a minimum graduate qualification [i.e., a bachelor's degree] with one year's experience in related area of work (for non-managerial staff) and five years' experience in related area of work (for Managerial personnel).
- d. The staff of the ICAC should have an 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/Post will conduct random checks to ensure quality standards.
- f. The IT service provided must be in accordance with standards prescribed by an officially accredited agency of the host country, wherever stipulated. A dedicated IT team should be there for regular maintenance and to address the IT related issues.
- g. The ability to computerize operations related to data capture and scanning/digitizing/indexing of applications and photographs on behalf of the Mission/Post.
- h. The ability to computerize operations related to the accounting of fee collection. The SP should introduce IVFRT, GPSP, 'CONSPROM' and other application/software as and when required by the Mission/Post.
- i. The ability to computerize operations related to the tracking of CPV related documents right from the point of receipt until delivery.
- j. The Bidding Company should provide a viable and effective security system for premises, personnel and data relating to the ICAC in full compliance with the relevant local laws and provisions prescribed by the Mission/Post. 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 ICAC 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, and fully secured area/rooms for storage of documents and IT related biographic and biometric data and other related measures. The SP is required to make available a live hunting CCTV feed online (IP based) to the Mission/Post pertaining to the visitors and counters area, for monitoring by the Mission/Post. Penalties, as specified in Chapter XI, will be levied for failure to do so. The SP will have to provide an SOP with the approval of Mission/ Post for handling the sensitive data, including the biometric data by its personnel and the details of the

- designated personnel shall be communicated with the Mission/ Post.
- k. The SP will be allowed to charge Service Fee (SF), as per the L1 price offered in the tender process and approved by the Mission, from all individuals who make an application for CPV related services. This fee will be collected by the SP from applicants along with the Government of India fees for CPV services. Documents relating to the collection of the Service Fee and OSs (receipt books, etc.) will be properly maintained and made available for inspection by the designated officer of the Mission/Post or any audit team of the Government of India.
- l. The SP shall not receive any payments from the Mission/Post, for setting up these ICACs, nor for providing services for consular applicants.
- n. The Mission/Post shall entertain no claim for expenses or liability for loss of passports or documents. The SP shall indemnify the Mission/Post 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 SP's responsibility to compensate applicants if such losses occur. In case of any loss of documents/passport, penalty as indicated in Chapter XI shall be levied.
- o. Information on the Website and ICACs:
- In addition to the criteria mentioned in this Chapter in Section A, the SP shall publish all the relevant guidelines on their website specifically made for such services only after due approval from the Mission/ Post(s) concerned.
 - The SP shall not capture any data/information from the applicant on/through its website or insist upon service seekers to apply for services at its website. SP should provide a link to the website of the Government of India (GoI) for the service(s) concerned and guide the applicants to apply at the website of the GoI.
 - Service Portal (website) shall offer ease of navigation with complete adherence and compliance to W3C standards e.g., STQC.
 - The portal shall also clearly and separately contain details of the Government of India fee for the services and the Indian Community Welfare Fund (ICWF) fee (both known as GOI fees) besides the Service Fee of the SP and charges for OS as approved by the Mission. No other service shall be provided by the SP without the prior written approval of the Ministry.
 - The details of GOI fee (for various services), ICWF charges, Service Fee of the SP and OS charges shall be easily and transparently available on the website for members of the public without the necessity of providing individual applicant/visitor's details to access the information.
 - No part of the portal information shall be application specific or restrictive except the tracking system of the applications where applicants' data should be fully protected and should be accessible only by the applicants.
 - Any changes in the policy concerning the services offered by the SP shall be updated within 12 hours from notification by the Mission concerned.
 - The Centre shall prominently display the Service Level Agreement (SLA) of the Contract on the SP's website for information on the applicants.
 - The Centre shall prominently display the details of arrangements to be made by the SP for providing CPV services, including in respect of emergency

services outside the office hours as well as on weekends/ holidays.

3. OPTIONAL SERVICES

The Optional Services (OSs) are meant to facilitate the applicants seeking certain services at the ICAC. The SP should provide only those OSs as per the list and prices approved by Mission in the RFP and should provide OSs based on a written request by the applicant and should not refuse any OS listed or charge more than the approved rates which will lead to the imposition of penalties as indicated in the SLA. The introduction of any new OS will be subject to the prior written authorization of the Mission/Ministry and in conformity with local laws. OS are not a source of revenue to determine the service fee. A list of approved items of OSs are as follows:

S. No.	Name of the OS
i.	Photocopying
ii.	Photographs
iii.	Form filling/Typing: Passport registration
iv.	Form filling/Typing: Visa
v.	Form filling/Typing: Misc. consular services
vi.	Form filling/Typing: OCI
vii.	Form filling/Typing: Registration of birth on MHA website
viii.	Computer with internet facility for 30 minutes (for self-form filing at kiosk)
ix.	Printout including WhatsApp web-Printing
x.	Courier service
xi.	Translation in English/Arabic
xii.	Typing in English/ Arabic
xiii.	Premium Lounge service
xiv.	Indian CPV services @ Your Doorstep

Note:

- (i) 'Form Filling' means Form filling along with Annexures/supporting documents as per the main Passport Application Form, Visa Application Form, OCI Application Form and Birth registration. Form Filling service charges include filling up a complete set of relevant application forms along with annexures/supporting documents).
- (ii) Authorized corrections made in the ICAC to select fields in the online application form submitted by the applicant should be free of charge.
- (iii) OSs can be charged on a reasonable basis subject to their sustainability and approval of the Mission. Any offer of complimentary OS must be in letter and spirit and will be subject to scrutiny.
- (iv) At no point, SP shall directly or indirectly force the applicants to avail any of OS.
- (v) The Bidding companies should note that OSs are basically meant to assist the applicants, on an optional basis, and should not be seen as an additional source of income to shore up revenues of the SP and shield from the after-effects of any

underbidding of Service Fee.

(vi) OSs not approved by the Mission shall not be provided by the SP. Any OS which is not expressly permitted and included in the approved list will be deemed to be impermissible and unauthorized and would invite penalties as prescribed under Chapter- XI. The Bidding Company, in the Financial Bid, shall not quote more than the maximum prices determined by the Mission but can offer lower prices to compete better in the Financial Bid stage as indicated under the Section 'Opening of Bids'-Financial Bids.

(vii) Website and notice boards of the Mission/Post/ SP should indicate that 'Optional Services' (OSs) are purely optional. Any charging of OSs by coercion or misleading acts will result in penalties as indicated under Chapter- XI.

(viii) Premium Lounge facility:

- (a) Premium Lounge Service (PLS) is purely an optional service. The SP may with the approval of Mission/post provide OS titled 'Premium Lounge' service to facilitate submissions by applicants at no additional cost to the Government of India/Mission/Post. The charges of SP for this optional service cannot be more than what has been quoted in the Financial Bid.
- (b) At no point, SP shall directly or indirectly force the applicants to avail the PLS. Under PLS, SP shall provide an end-to-end personalized service, assuring individual assistance from completion of the application submission process to dispatch of the document, all within a modern-day plush lounge facility. Under PLS, SP shall provide complimentary photocopying, photo-booth services, typing/form filling and form registration as per parameters specified by the Mission/Post. Automatic updates at each stage of the application process through SMS and e-mail.
- (c) Key features of the Premium Lounge:
 - 1. Spacious and plush facility.
 - 2. Professional and responsive staff.
 - 3. Dedicated helpline and e-mail contact for convenient appointment booking and queries.
 - 4. Personalized attention for every applicant by dedicated staff which is employed specially for PLS.
 - 5. Quicker completion of the submission process.
 - 6. Complimentary Refreshments.
 - 7. Includes SMS updates and complimentary courier return of document/passport.
 - 8. Offers convenient payment options either online or at the Centre.
- (d) Proposed PLS facility should be located in a separate dedicated location with the approval of Mission/Post. PLS slots should be in addition to normal slots on a given day and concerned Mission/Post will fix a ceiling on number of slots on a

given day for PLS slots.

CHAPTER VIII: SERVICE STANDARDS

1. The following standards shall be ensured by the SP:
 - a. The SP shall ensure a high level of service standards with regard to the facilities and amenities in the ICAC, for efficient processing of cases so that the turnaround time is less than 20 minutes and customer satisfaction is maximized.
 - b. The SP should ensure that the staff of the ICAC are courteous and helpful and should not indulge in unpleasant arguments or use of foul language or engage in any corrupt practices/activities. The SP should ensure strict discipline, punctuality, and decorum of office amongst the staff of the ICAC.
 - c. There will be a provision for review of service standards after each year of operation. During the review, any inadequacies or falls in standards of service rendered by the SP should be resolved to the satisfaction of the Mission/Post. If the Mission/Post is not satisfied with the response of the SP, the Mission/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 SP for premature termination of the Contract.
 - d. A list of service standards enforceable by the Mission and the penalties applicable in cases of default are available in the Service Level Agreement under Chapter XI: Service Level Metrics (SLA)/Penalties.

CHAPTER IX: SUPERVISORY MECHANISM

To ensure transparency and optimum performance in the functioning of the ICACs, there shall be a Monitoring Team comprising of the Officers of the Mission/Post and the Manager of ICACs who shall meet regularly to discuss any issue pertaining to the functioning of the ICACs and take note of the complaints received during the period. Any lapse shall be brought to the attention of the Manager, ICACs who shall ensure to rectify the same without delay failing which the penalty shall be imposed as per Service Level Metrics provided in the RFP.

CHAPTER X: BANK GUARANTEES (BGs)

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

- i) The SP shall provide a Bank Guarantee in AED for the Government funds held by it temporarily, after collection, and for the safety of documents, fixed at 5 days of daily Government revenue for the Mission/Post for providing CPV services, being outsourced by the Mission/Post, as applicable (based on the average of the three-year pre-Covid period (Jan-Dec 2017, Jan-Dec 2018, Jan-Dec 2019). In case of repeated defaults, the Mission reserves the right to terminate the contract.
- ii) The SP shall provide a Performance Bank Guarantee (PBG) in AED (fixed @ 3% of the contract value; contract value is average annual Service Fee of the SP for three-year pre-Covid period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019) multiplied by total contract period in years (i.e. Service Fee of the SP x number of services/total transaction in three-year pre-Covid period x contract period in years divided by 3). [To be calculated as per L1]. PBG should be valid for a period of six months beyond the expiry of the contract period, for penalties due as explained under the section on 'Penalties' of the RFP and in accordance with the Contract. The amount of PBG shall be given in four pieces with 50%, 20%, 20% and 10% of the total value. The Mission can invoke any or all the Bank Guarantees depending on the extent and the severity of the violation of the terms of the Agreement. [For the extended period of the Contract, the BGs should be renewed with further extension of additional six months to determine and settle any dues arising out of non-completion of work and non-payment of penalties, etc].
- iii) The SP shall provide a Bank Guarantee in AED for premature termination of Contract, for a sum equivalent to 'Service Fee (as per L1) x 180 days x Number of Applications per Day' - based on the average of the three-year pre-Covid period (Jan-Dec 2017, Jan-Dec 2018, Jan-Dec 2019).
- iv) The SP will effect and maintain insurance sufficient to cover its obligations under the Agreement, properties of the ICAC, staff obligations etc., for the respective buildings of the ICACs for the Mission/Post concerned including those obligations which survive the expiration or termination of the Agreement/Contract. Any default on this account could lead to the imposition of penalties as appropriate and the imposition of a ban against the bidding company in future bids. The Insurance Policy should be submitted with the Mission within three months from the date of award of the contract and should be renewed appropriately. Any default on this account could lead to the imposition of penalties under *Chapter XI: Service Level Metrics/Penalties of the RFP/provisions of SLA, Termination of Contract, Forfeiture of Bank Guarantee*

provided for Premature Termination of Contract and barring of the SP from participation in future tender processes, as appropriate.

- v) All Bank Guarantees shall be irrevocable and must be submitted at the time of signing of the Contract as per the format enclosed as Annex G. The Bank Guarantee shall be valid up to a period of six months after the expiry of the Contract. Whenever the Contracts are extended, the Bank Guarantees should be extended accordingly with a further extension of additional six months to determine and settle any dues arising out of non-completion of work and non-payment of penalties etc. After the expiry/termination of the Contract, the SP should extend the BG on six monthly basis till all the pending matters, if any, are settled and a 'No Dues Certificate' is issued by the Mission/Ministry. The initial BG should be valid for the entire term of the contract period plus six months, which shall be submitted by SP at the time of signing the contract, and thereafter for any extension period plus six months. The extension of the BG is the sole responsibility of the SP and if any delay or unwillingness on the part of SP is noticed, the Mission/Ministry has the right to encash the Bank Guarantee.
- vi) The amount of Bank Guarantees shall be as per the provisions of this RFP document. Any reduction in the Bank Guarantee due to invocation of any Bank Guarantee(s) shall be recouped within two weeks. Additional penalties will be applicable for any default on this account as indicated in Chapter XI.
- vii) Any delay in submission of Bank Guarantees will lead to a delay in signing the Agreement. The Prospective SP will be fully responsible for any delay in starting the outsourcing operations and resulting in financial liabilities.
- viii) Bid Security Deposit (EMD) and other Bank Guarantees (BGs) can be furnished through SWIFT (including e-Bank Guarantee), as per format given in Annex- G and J, as per prevailing instructions of the GoI. BGs issued by a nationalised bank in India/any of the Commercial banks or Schedule-A Private Sector banks which are listed on NSE/BSE, or any foreign bank scheduled/accredited by the Central Bank of UAE are acceptable. MSEs (as defined by Ministry of Micro and Small Enterprises, GoI) are exempt from furnishing Bid Security Deposit (EMD).
- (ix) The validity of EMD and PBG will be governed with relevant clauses of RFP.
- (x) The bidding company should submit the amounts of BGs on its own, without any involvement of any third party on its behalf. BG provided by a third party on its behalf is not acceptable.

CHAPTER XI: SERVICE LEVEL METRICS/PENALTIES

- (i) Any violation of the terms and conditions mentioned in this RFP/ agreement signed after the conclusion of the RFP shall entail the imposition of penalties on the SP by the Mission/Post. For violation of any terms and conditions of the Agreement, unless otherwise specified, the SP shall be liable for a penalty, if two warnings given to the SP remain unheeded, @ AED 200 for the first time of such violation, AED 500 for the second violation, AED 1000 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
- (ii) All penalties should be paid at the Mission/Post locally by way of deposit to the Bank Account of the Mission/Post concerned.
- (iii) A Show-Cause Notice will be served upon the SP by Mission/Post giving an opportunity to the SP to explain their position within 5 working days from the date of receipt of such Notice. In case the explanation submitted by the SP is not acceptable and penalty is imposed and communicated to the SP, SP shall be required to deposit the penalty amount in the Mission within a period of 7 working days from the date of issue of such a communication.
- (iv) In case penalties are not paid within 7 working days from the date of written communication from the Mission/Post, additional penalties will be imposed on a cumulative basis @ 0.5% of the penalty amount payable per day, including holidays, if reasons for such delays are not acceptable to the Mission/Post.
- (v) In the case of non-payment of penalties for a period exceeding four weeks, Mission shall have the right to encash the Bank Guarantees as appropriate. In that event, Mission also has the right to terminate the Contract by encashing the BG for premature termination of the Contract and ban the company from future tenders of the Ministry.
- (vi) Details of the quantum of the penalty regarding violation of the various service level clauses of the RFP shall be as per the table mentioned below:

S. No.	Parameter	Service Level	Penalty for violation
1	Delay in Opening a separate Bank Account for the outsourcing operations with the Mission as	The SP agrees to share the details of the Bank Account opened to the Mission/Post concerned before the start of outsourcing operations.	For any violation, the SP shall be liable to pay AED 500 per day for the delay, starting from Day 1 of commencement of operations.

	per Chapter VII: Scope of Work and Deliverables Required.		
2	Procedure for issue of Receipts	The SP agrees to collect the fee as per Chapter VII: Scope of Work and issue a single Receipt of the total amount received from the applicant for each CPV Service, including the Optional Service availed in that regard. The Receipt numbers shall be continuous and there shall be no unexplained missing Receipt numbers.	For any violation, the SP shall be liable for a penalty equivalent to the total amount paid by the applicant, starting from Day 1 of commencement of operations.
3	Transfer of GOI fee/ revenue amounts received from the applicants to the Bank Account(s) of the Mission/Post concerned	SP agrees to transfer the amounts received from the applicants towards fees prescribed by GoI for providing CPV services, Indian Community Welfare Fund (ICWF) fees etc. to the Bank Account(s) of the Mission/Post concerned on the same day or in exceptional circumstances with prior notice to the Mission/Post concerned, on the next working day.	For any violation, the SP shall be liable to pay a penalty equivalent to 0.5% of the un-deposited amount multiplied by the number of days of delay.
4	Bounced Cheque/ failed transaction	The SP agrees to ensure that there shall not be any case of bounced cheque/ failed transaction while transferring the amounts to the bank account of the Mission/Post concerned.	For any violation, the SP shall be liable to pay a penalty of AED500 per incident or 10% of the value of the Cheque/ transaction, whichever is higher. Repeated instances (more than three in a calendar year) of bounced cheque/failed transactions may lead to levy of higher penalty of AED 1000 per incidence or 20% of

			the value of the cheque/ transaction whichever is higher.
5	Loss/Damage of Passports/ documents	The SP agrees to be responsible for the loss/damage of passports/ documents in his/ her custody and during transmission between ICAC and Mission/ Applicant.	For any violation, the SP shall be liable to pay a penalty of AED 1000 per passport or document lost/ damaged. In addition, all replacement including damages/ penalties imposed by any judicial, quasi-judicial body and legal costs claimed by the applicant in this regard shall be the sole responsibility of the SP.
6	Delay in submitting the completed application forms along with documents to the Mission	The SP agrees to be responsible for sending the application forms along with documents received from the applicants to the Mission/Post as per the schedule fixed by the Mission/Post concerned	For any violation, the SP shall be liable to pay a penalty equal to the Service Fee charged by the SP multiplied by the number of days of delay, starting from the day a completed application along with documents was submitted.
7	Delay in returning passport/documents to applicants by SP after having been received from the Mission	The SP agrees to be responsible for returning the passports/ documents received from the Mission/ Post to the applicants on the same/ next working day.	For any violation, the SP shall be liable to pay a penalty equivalent to the Service Fee multiplied by the number of days of delay up to a maximum penalty of AED 1000 in each case.
8	Scanning/Digitization and Indexation of documents	Mission/Post in UAE are integrated into GPSP system. Digitization is done at the time of online submission of application. In respect of regular (paper) visa and consular documents, scanning/ digitization and indexation	Any delay beyond this time frame will entail penalty @ 1% of the Service Fee of the service rendered by the SP, per application multiplied days of delay. Any delay attributable to the SP beyond three months would lead to forfeiture of Bank Guarantees (BGs) and

		<p>will be done by the SP as per the timeline prescribed by the Mission/Post. This process should be completed maximum within <u>7 calendar days</u> from the date of handing over of processed application to SP.</p> <p>Those applications which are submitted by applicants directly at the Mission/Post will be handed over with supporting documents/enclosures to SP and shall be scanned/ digitized/ indexed to link with the visa application on IVFRT. Such process shall be completed within three working days of handing over the documents to the SP.</p>	<p>termination of Contract.</p>
9	Provision of Optional Services	<p>The SP shall be responsible for ensuring that OSs are not forced on the applicants through coercion or misleading information.</p> <p>SP also understands that offering any unsolicited and unapproved OS or overcharging for any service in the approved list is not permissible.</p> <p>The SP shall be responsible for providing OS in respect of each Mission as mentioned in the RFP.</p>	<p>For any violation, the SP shall be liable to pay a penalty equivalent to the amount charged from the applicant for the optional service in each instance plus also pay a penalty of AED 200 to Mission/Post for each such incident. Failure of SP to provide OS is not permissible and would lead to a penalty of AED100 per service per week till the time such service(s) is instituted.</p>

10	Collection of unauthorized amounts from the applicants	The SP agrees to provide access to the Bank Statement of the designated Bank Account and its Statement of Daily Cash Collection to the Mission/Post concerned.	If any unauthorized amount is found to be credited to the account or collected directly or indirectly from the applicant, the SP shall be liable to pay a penalty equivalent to double the unauthorized amount collected or AED 1000 whichever is higher, in each such case.
11	Short Collection of Fee	Any collection of fees short of the prescribed fee on any occasion shall be paid by the SP prior to raising the invoice for the said month/quarter as in case may be	If the SP fails to pay the shortage of collection within the prescribed time (month) before raising invoice, an amount of 5 times the shortage of amount shall be levied to the SP. <i>Ref: Assume the SP has collected AED 2 lesser than the prescribed fee from 5 applicants. The total AED 10 should be paid by the SP to the Mission/Post prior to raising the invoice. If the SP fails to do so, an amount of AED10x5 = AED 50 shall be levied as penalty.</i>
12	Opening of ICACs as per schedule	The SP shall be responsible to open all the ICACs as per schedule defined in Chapter XVI along with the requisite infrastructure to the satisfaction of the Mission to ensure smooth taking over of the operations from the previous SP, or in the case of initial outsourcing, to avoid any inconvenience to the Mission or the applicants.	Any delay in opening any Centre as per schedule defined in Chapter XVI shall result in penalty of AED 1000 per day per Centre including holidays. Any delay beyond one month period shall lead to forfeiture of the Bank Guarantees pertaining to Performance Bank Guarantee and Premature Termination of Contract. In that event, the Mission reserves the right to terminate the Contract and ban the SP from future tenders of the Ministry.

13	Working Hours of India Consular Application Centre (ICAC)	The SP shall ensure that there shall be minimum 48 working hours per week for submission/ collection of applications at each ICAC unless working hours are changed by the Mission/Post in consultation with the SP.	Any violation may lead to a penalty of AED 500 per day, unless commuted or decided otherwise by the Mission concerned in special circumstances.
14	Location of the ICAC	The SP agrees to ensure that as specified in the RFP, the location of the ICAC must be as per the information submitted in the RFP. Approval of Mission/Post concerned is required in each such case.	Any discrepancies between the offer and actual location of the ICAC, unless specifically approved by Ministry/ Mission will result in a penalty of AED 1000 per day up to a maximum of two months to rectify the situation, failing which, the Mission reserves the right to terminate the Contract, encashing the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes at the discretion of the Mission.
15	Size of the ICAC	The SP agrees to ensure that the size of each ICAC shall be as per Chapter VII: Scope of Work.	Any discrepancies between the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the SP within a period of 30 days. Failing which, a penalty @ of AED 1000 per day for the next 30 days will be levied. Any delay beyond this period of 60 days will result in levying of penalty at the rate of AED 2000 per day.
16	No. of Counters for	The SP agrees to ensure that the counters at each	Any discrepancies on this account, unless specifically

	Reception, Submission and Enquiry	ICAC shall be as given in RFP or approved by the Mission/Post concerned and that each counter shall always be manned by staff with appropriate qualifications. In case, a staff member is on leave, a substitute shall be provided, and the Mission/Post shall be kept informed.	approved by the Mission/Post concerned shall be rectified by the SP within a period of 7 days. Failing which, a penalty @ AED 1000 per day for the next 30 days will be levied. Any delay beyond period of 60 days will result in levying of penalty at the rate of AED 2000 per day.
17	Appointment of Centre Manager at each ICAC and a Country Manager	Each ICAC should have a designated Centre Manager who is responsible for the functioning of the ICAC. The SP shall also ensure that a Country Manager responsible for operations of all the ICACs in the country concerned is appointed as Head of the ICACs.	Any violation would lead to a penalty of AED 200 per week till the matter is rectified. <i>A part of the week will be taken as a full week.</i>
18	Overall Turnaround time at the ICAC	The SP agrees to ensure that the overall processing time for a CPV Service at the ICAC shall not exceed 20 minutes from the time of entry into ICAC (token generation) to the time of generation of submission receipt for the applicant. Clear audit trails of these times shall be made available to the Mission/Post concerned daily.	Violation between 10% to 20% of cases per day shall entail a penalty equivalent to 50% of the Service Fee collected by the SP for the service rendered during that day. Violation beyond 20% of the cases shall entail a penalty equivalent to the full-Service Fee collected on that day. Non-submission of audit trails shall entail a penalty of AED 100 per day till the submission of the same.
19	Waiting time at the call Centre for telephonic queries	The SP agrees to ensure that the telephonic queries shall be responded to from 8 A.M. to 8 P.M. on all working days with updated information on a	Cases of call drops and delays in answering calls exceeding the agreed time by 20% of the total number of calls, shall attract a penalty equivalent to AED 1 per

		real-time basis. Waiting time shall not exceed 3 minutes. A daily log indicating the waiting time and the handling time for each call shall be provided to the Mission/Post daily.	delayed call. Non submission of daily log may lead to a penalty of AED 100 per day till the submission.
20	e-mail queries	The SP agrees to ensure that all email queries shall be answered within 24 hours, except in the case of queries that require consultation with the Mission, where they shall be answered in 48 hours. SP agrees to provide a weekly log of details of emails received and answered.	Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) shall attract penalties equivalent to AED 1 per delayed response. Non submission of weekly log may lead to a penalty of AED100 per week till the submission
21	Five stage Website Tracking mechanism for passport services. The tracking stages could be fewer than five stages for visa services as per requirement.	The SP agrees to ensure that the status of processing and movement of documents shall have the following checkpoints, to be updated on a real time basis: a) Acceptance of application form in the ICAC b) Dispatch of application form with documents to the Mission c) Processing in the Mission d) Receipt of documents from the Mission e) Dispatch of documents to the applicant giving details for tracking	Any violation shall lead to levying of a penalty equivalent to Service Fee of the SP for the service rendered to the applicant. (SP is responsible for installing such a system that reflects real time status).
22	Provision of Courteous Services to the Applicants	The SP agrees to extend courteous services to the applicants and will not allow any acts of omission/ commission which will bring	Any complaints of discourteous behaviour shall lead to levying of penalty equivalent to AED 100 in each instance on the SP. A written apology shall be

		displeasure or unpleasantness to the applicants or bring disrepute to the Mission or Government of India.	tendered by the staff of the ICAC to the Mission concerned for discourteous behaviour. Violations beyond three times shall result in levying of penalty at the enhanced rate of AED200 in each case. Repeated violation (beyond three) by the same staff member of SP shall result in termination of his/her services.
23	Premature Termination of Contract	The SP shall give an Advance Notice of six months to the Mission for termination of the Contract by giving reasons for the same.	Violation of this clause shall lead to forfeiture of the Bank Guarantee provided to the Mission in this regard.
24	Acceptance of Incomplete Documents	The SP shall be responsible to accept application forms after due scrutiny as per the checklist approved by the Mission/ Post.	The SP shall ensure that completed documents are re-submitted to the Mission at the latest within a period of ten working days, failing which a penalty equivalent to twice the Service Fee of the service sought by the applicant shall be levied.
25	Return of Documents without giving the reasons for writing	There should be no case of returning/ non-acceptance of the document without giving the reasons in writing to the applicant.	Any violation shall lead to the levying of a penalty equivalent to AED 50 in each case.
26	Payment of penalties (Operational penalties)	The SP agrees to make payment of penalties as indicated in the Request for Proposal (RFP)/ Agreement and shall also make payment of additional penalties, wherever specified, for any delay in payment of penalties imposed by the Mission.	In case, penalties are not paid within seven working days from the date of written communication from the Mission/Post concerned, additional penalties will be imposed on a cumulative basis @ 0.5% of the penalty amount payable per day, including holidays if reasons for such delays are not

			<p>acceptable to the Mission/Post.</p> <p>In the case of non-payment of penalties for a period exceeding four weeks, Mission shall have the right to encash the Bank Guarantees as appropriate. In that event, Ministry also has the right to terminate the Contract by encashing the BG for Premature Termination of Contract and ban the company from future tenders of the Ministry.</p>
27	Recoupment / Replenishment of Bank Guarantees by the SP in the event of encashment of Bank Guarantees by the Ministry.	The SP agrees to ensure that in the event a bank guarantee is encashed by the Ministry, the SP shall recoup that Bank Guarantee within two weeks of its encashment.	<p>Any violation shall entail a penalty equivalent to 10% of the Bank Guarantee to be recouped per week.</p> <p>Continued non-payment/recoupment may lead to encashment of all the Bank Guarantees, termination of Contract and a ban on participation in future tender process.</p>
28	Non-availability of hunting CCTV live feed	The SP agrees to ensure that he/she shall provide hunting CCTV live feed of the ICAC to the Mission.	Any violation shall entail a penalty equivalent to number of days of non-availability multiplied by AED 100.
29A	Online appointment system with live tracking	The SP agrees to provide online appointment system with live tracking.	
29B	Smart Queue management system linked with appointment system	The SP agrees to provide Smart Queue management (SQM) system linked with appointment system.	
29C	Access	The SP agrees to provide	

	monitoring system	access to monitoring system.	
29D	Chat bot/ WhatsApp bot at ICAC	The SP agrees to provide Chat bot/ WhatsApp bot at each counter.	
29E	CSAT at ICAC	The SP agrees to provide Customer Satisfaction Survey (CSAT) at each counter.	
30	No outsourcing/ No sub-contracting of CPV services by SP on commission or royalty or on any other basis.	The SP agrees to ensure that he/she shall not further outsource any CPV services to any person/ company or entity on commission or royalty or on any other basis. No sub-contracting is permitted.	In case of violation on this account, the Ministry has the right to terminate the Contract, encash the Bank guarantee and impose a ban on taking part in tender processes, in future.
31	Delay in submission of website certification.	The SP agrees to submit the requisite website certification within 3 months from the date of award of Contract.	Any delay beyond the prescribed period shall entail a penalty of AED 500 per day till the time the certificate is furnished to the Mission concerned.
32	Delay in submission of Insurance Policy in respect of the ICAC	The SP shall agree to submit to the Mission the requisite Insurance in respect of the ICAC within 3 months from the date of award of Contract and will renew it appropriately.	Any delay beyond the prescribed period shall entail a penalty of AED 500 per day till the time the Insurance is furnished to the Mission concerned.
33	Delay in submission of Third-Party Audit Report	The SP must conduct a Third-Party Audit of processes and procedures of the Work on annual basis and send a report to Ministry and relevant portions to Mission concerned within one month of the completion of the annual period. In the first year of operation, the Report for	Any delay beyond the prescribed period shall entail a penalty of AED 500 per day till the time the Report is furnished to Mission concerned.

		the first six month of operation shall be submitted in the next one month. Similarly, the Report for the next six months will be submitted by the end of following month. Thereafter, the yearly report shall be submitted within one month of its falling due.	
34	Delay in submission of Bank Statements	The SP shall submit a statement of transaction from the bank on a weekly basis to the Mission concerned.	Any delay beyond the prescribed period shall entail a penalty of AED 25 per day till the time the Report is furnished to Mission concerned.
35	Adverse Security Report	Ministry reserves the right to carry out security verification of all the Board Members and Directors of the SP. In case of joint venture or consortium, the security verification in respect of all the Board Members and Directors of such companies shall be done	In case of adverse security report, the Ministry reserves the right to take appropriate action including termination of the contract.
36	4 SMS updates for Mission/courier applications.	The SP should mandatorily provide 4 SMS updates for Mission/courier applications. All these information should also be uploaded to the website tracking system on a real-time basis.	More than five instances in a month of failure to provide SMS service/updates may lead to warning to the SP. After five instances in a month, each case will entail a penalty of AED 25.
37	Delay in availability of appointments	SP should ensure that the appointment slots are available for submission within 4 working days.	If two warnings given to the SP remain unheeded, violations may lead to imposition of penalty @ AED 200 for the first time of such violation, AED 500 for the second violation, AED 1000 for the third violation

			and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
38	Phone calls rate after the free prescribed time limit (five minutes).	SP can charge <u>normal call charges</u> after the prescribed free time limit (five minutes). Special/higher callcharges are not permitted.	If two warnings given to the SP remain unheeded, violations may lead to imposition of penalty @ AED 200 for the first time of such violation, AED 500 for the second violation, AED 1000 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
39A	Refunds towards Incomplete applications. Incomplete applications may be retained by SP for a period of twenty-one working days to enable corrections and rectify deficiencies.	SP should submit the completed applications to Mission/Post by next day.	Any delay beyond the prescribed period shall entail a penalty equivalent to twice the Service Fee of the service sought by the applicant per application shall be levied.

39B	For those applications where no-responses have been received within 21 days from the date of intimation to the applicant or applications which remain incomplete after 21 days.	The applications shall be duly returned to the applicant along with refund of the GoI fees after deducting bank/agency charges, if any, within one month. The charges for returning the applications, if not collected in person, should be borne by the Applicant. The service fee and charges for any optional service rendered can be retained by SP in full and non-refundable.	Any delay beyond the prescribed period in refunding the amounts due shall lead to levying of a penalty equivalent to twice the amounts retained by the SP per application.
39C	The status of the applications inter alia pointing out to any deficiencies shall be updated in the portal's tracking system at all the stages.	A consolidated list of all incomplete applications should be shared with the Missions/Post on monthly basis. Any violation shall entail penalty.	Non submission of consolidated list of incomplete applications on monthly basis may lead to a penalty of AED 200 per week till the submission.
40	Delay in submission of monthly certification regarding personal records of applicants.	The SP agrees that he shall submit the requisite monthly certification that it does not hold any personal records of applicants beyond the stated limit.	Any violation on this account shall lead to penalty of AED 1000 on monthly basis till submission of monthly certification.
41	Any other violation which is not mentioned above, including	Charging for OSs not listed in the approved list of OSs and any other violation not mentioned in the SLA.	If two warnings given to the SP remain unheeded, violations may lead to imposition of penalty @ AED 200 for the first time of such violation, AED

	violation of charges for OSs not listed in the approved list.		500 for the second violation, AED 1000 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
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NOTE: The above-mentioned list of service levels and penalties is illustrative and not exhaustive. Repetitive violations of the terms and conditions of the RFP/Agreement may lead to encashment of Bank Guarantee and termination of the contract.

CHAPTER XII: DISPUTE SETTLEMENT MECHANISM

1. If a dispute arises out of or in connection with the obligations contained in the contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to resolve the same amicably between them. In the event the Parties are unable to resolve their dispute amicably, the following dispute resolution procedures shall apply:
 - i. Any dispute or grievance not resolved amicably between the parties, shall be forwarded by SP to the Monitoring Committee, which shall be headed by HOM/DCM of the Mission. The Monitoring Committee shall also include the Head of Chancery (HOC) and up to two members from the Mission/Post concerned, as considered necessary by the Chairman. A representative of the SP may also be a member of the Monitoring Committee. The formation of the Monitoring Committee shall be at the discretion of the HOM/DCM. After giving an opportunity of being heard by the SP, the Monitoring Committee shall consider the matter and give its decision thereon in writing.
 - ii. If the dispute is not resolved at the level of the Monitoring Committee or within three months from the date of bringing the dispute to the Monitoring Committee, the dispute may be referred to the Appellate Authority in the Ministry. The Appellate Authority shall be headed by the Secretary/Additional Secretary or a nominee not below the rank of Joint Secretary and comprise of the Joint Secretary (CPV), one officer not below the rank of Director in the CPV Division; one officer from the Finance Division not below the rank of Deputy Secretary; one officer from the Administration Division not below the rank of Under Secretary.
 - iii. If the dispute is not resolved in the Appellate Authority, the Parties may submit the dispute to Arbitration under the Delhi International Arbitration Centre (DIAC) in accordance with DIAC (Arbitration Proceedings) Rules, 2018, as amended from time to time. In the Arbitration, before DIAC the applicable law shall be Indian law for all purposes, both substantive as well as procedural. The working language of the Arbitration shall be English. The seat of Arbitration shall be in New Delhi. The decision of the Arbitration Tribunal shall be final and binding on the Parties.
2. It is, however, made clear that any dispute between the SP and its partner/local partner shall be the sole responsibility of the SP. Similarly, any problem arising out of a such dispute that may affect the outsourcing of CPV services shall be the sole responsibility of the SP. Ministry/Mission/Post shall not, in any manner, be responsible for such a dispute and in the event of such a dispute affecting the CPV services in the concerned Mission, the penal provisions indicated in this RFP shall be applicable.
3. **FORCE MAJEURE**
 - (i) Any delay or failure in performance by either Party 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 Party claiming Force Majeure, including acts of God, floods, explosions, riots, wars, hurricanes, sabotage, accident, governmental acts, the restriction imposed by the Government or other statutory bodies, injunctions, labour strikes other than those of the SP, which is beyond the control of the bidders, which prevented the Parties from discharging their functions under this Agreement.

- (ii) The bidder shall advise Mission/Post in writing the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of events as listed in the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, Mission reserves the right to cancel the agreement without any obligation to compensate the bidder in any manner for whatsoever reason.
- (iii) In COVID-19 pandemic-like situation the SP would be required to provide minimum specified services as per requirements of the Mission and as may be permissible under the applicable State laws. However, the Government of India/Mission will not have any liability to compensate the SP.

4. TERMINATION OF CONTRACT

- (i) Mission reserves the right to terminate the Agreement at any time by giving two months' advance notice to the SP. However, Mission shall also have the right to terminate the Agreement by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws, non-compliance of taxation laws in UAE 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) The SP will have the option to terminate the contract by giving six months advance notice to the Mission/Post with justification for termination of services, to be accepted by Mission/Post/Ministry. The Mission and Post reserve the right to impose a financial penalty as prescribed subsequently under Chapter XI: Service Level Metrics (SLA)/Penalties–Sl. No. 24 in case the latter terminates the contract without providing six months termination notice.
5. In the event of implementation of a 'Visa Free' regime agreed to mutually between the Government of India and the Government of the UAE, the Government of India/Mission will not have any liability to compensate the SP.
6. In the event of liberalization of the e-Visa regime or any other liberalized visa regime after the floating of the RFP or during the period of Contract, the Government of

India/Mission will not have any liability to compensate the SP.

7. In the unlikely event of a break-down of diplomatic relations between the Government of India and the Government of the UAE, 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 will terminate this Agreement at one week's notice without any liability to the Government of India/Mission.

CHAPTER XIII: CONFIDENTIALITY AND PRIVACY LAWS

- i. The SP shall ensure complete confidentiality of the information provided by service seekers; for the safe custody of all documents; and will further ensure that it is used for no other purpose than the processing of the applications in conformity with Indian and local laws. The SP shall indemnify the Mission 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 AED 1000 per passport or document lost/damaged. In addition, the entire cost of replacement and expenditure on legal and related issues including penalties imposed by any judicial, quasi-judicial body and legal costs claimed by the applicant in this regard shall be borne by the SP.
- ii. The SP shall ensure access of authorized officials from the Mission/Post to its premises and documents.
- iii. The SP shall not represent himself/herself and shall ensure that the SP's officials and sub-contractors do not represent themselves as an official or agency or organ of the Mission/Post or of the Government of India. Any violation in this regard will result in the imposition of penalties against the SP.
- iv. Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from Ministry. All material supplied to the Ministry/Mission/Post in relation to the Bidding Company's proposal becomes the property of Ministry/Mission/Post and may not be returned to the Bidding Company unless requested in writing beforehand and agreed to by the Ministry.
- v. The SP is fully responsible for the personal and biometric data of the applicant seeking services in the ICAC and must ensure strict compliance with relevant laws in operation on handling of personal and biometric data.
- vi. The SP is required to comply with all national laws of the country of its operation related to privacy and data security. The SP is solely responsible for any breach/violation of the local laws and would in no way seek the involvement of the Ministry/Mission/Post in any form, whatsoever.
- vii. Mission will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'Confidential'. However, subject to the Right to Information (RTI) Act 2005 of the Government of India (GoI), Mission may be required to release information supplied in this RFP in accordance with the provisions of that Act or by an Order of the Courts in India.
- viii. The information in this RFP, or otherwise supplied by the Ministry/Mission or any of its representatives, is to be kept Confidential except to the extent already publicly available or authorized by Ministry/Mission.
- ix. The SP shall not retain any data in any form of the applicant beyond the period prescribed by the Mission/ Post.

CHAPTER XIV: SENDING BIDS TO THE MISSION

1. The Bids should be sent to the Mission as explained below:
 - (a) The proposal should be addressed by name to “Head of Chancery, Embassy of India, Abu Dhabi, Plot No. 10, Sector W-59/02, Diplomatic Area, Off the Sheikh Rashid bin Saeed Street, P.O. Box 4090, Abu Dhabi (UAE)”, and sent so as to reach before the due date. The Bids must be submitted in a secure package in the following manner and as per the format below:
 - (i) **Envelop 1:** A separate closed envelope containing Bank Guarantee (BG) for Bid Security Deposit (EMD). Bids received without EMD will be summarily rejected. The bidding company should submit the amount/ BG on its own without any involvement of any third party. BG provided by a third party on its behalf is not acceptable.
 - (ii) **Envelop 2:** A separate closed envelope containing the Technical Bid comprising of Bid Cover Letter and Declaration (Annex-H), Mandatory Eligibility Criteria (Annex-D), Technical Bid (Annex-E) and a Declaration by the Bidder (Annex-F). All these Annexures should be duly filled in. Five copies of the technical bid along with soft copy (Microsoft Word format) in a CD, to be enclosed.
 - (iii) **Envelop 3:** A separate closed envelope containing Financial Bid (Annex-C) duly filled in. The Financial Bid should be in the format prescribed, as indicated in Annex-C, and should provide each of the following figures separately:
 - a. Basic Service Fee as per deliverables included in the RFP, including digitization and indexation of documents (excluding enrollment of fingerprint biometrics and facial biometrics capture),
 - b. Enrollment of Fingerprint biometrics,
 - c. Facial biometric capture, and
 - d. Optional Services (OSs).
(In respect of Optional Service (OS) items, the price quoted should not exceed the maximum price prescribed by the Mission in the RFP. However, the SP can offer prices lower than the maximum prices fixed by the Mission).

Note: It is mandatory to give information for (a), (b), (c) and (d) above.
 - (iv) The proposal, in original, must contain the information required by the RFP, signed by an authorized representative of the Bidding Company. Faxed or e-mailed proposals will not be accepted.
 - (v) All the above three envelopes should be superscribed with titles indicated

in bold letters and sealed and placed in a larger envelope, securely and superscribed as 'Tender Documents for Outsourcing of Consular/Passport/Visa/ OCI/ Attestation and related Services'.

2. The proposal must be received by **1600 hours (GST) on August 28, 2023**. The Technical Bids will be opened on **August 31, 2023 at 1100 hours (GST)** in the presence of the authorized representatives of the Bidding Companies (limited to one person per bidding Company only) at the Embassy of India, Abu Dhabi.
3. The receipt of the proposal will be duly acknowledged as and when received.
4. All requests for further information/queries related to this RFP may be sent to the following email id: hoc.abudhabi@mea.gov.in only with the subject title: "Tender Documents for Outsourcing of Consular/Passport/Visa/Attestation related Services."

CHAPTER XV: SELECTION OF BIDDERS/ AWARD OF CONTRACT

1. The bids will be opened in two stages, as under:

A. Stage 1: Technical Bids

Following envelopes will be opened in the First Stage/ Technical Bid Evaluation:

- (i) **Envelop 1:** A separate envelope containing Bank Guarantee (BG) for Bid Security Deposit (EMD). Bids received without EMD will be summarily rejected. The bidding company should submit the amount/BG on its own without any involvement of any third party. BG provided by a third party on its behalf is not acceptable.
- (ii) **Envelop 2:** A separate envelope containing the Technical Bid comprising Bid Cover Letter and declaration (Annex H), Mandatory Eligibility Criteria (Annex D), Technical Bid (Annex E) and Declaration by the Bidder (Annex F).

Technical Bid Evaluation:

- a. In the first stage, only the envelopes 1 and 2 mentioned in the preceding para, containing the Bid Security Deposit (EMD) and the Technical Bid, along with the prescribed Annexes, will be opened on the appointed date and time, in presence of the bidding companies (one representative each) and members of the Mission's Outsourcing Committee (OC) 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 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.
- c. The bids which are not accompanied by the Bid Security Deposit (EMD) and a separate envelope for the Financial Bid will be summarily rejected.
- d. The Technical Bids will be examined and evaluated by the Outsourcing Committee (OC) formed by the Mission, subsequently in the Chancery based on responses to the RFP and presentation made by the bidding company. Technical Bids which do not fulfill the mandatory eligibility criteria as per Annex-D will be disqualified.
- e. Bidders are required to make Presentation(s) at the time of evaluation of Technical Bids as per the date and time fixed by the Mission to enable the

Mission to evaluate the Bidding Company's understanding of the requirements and to assess the Company's ability to meet them through the solution proposed in the bid. The Presentation should precisely describe how the bidder will provide for each of the main requirements indicated under 'Scope of Work and Deliverables Required' and capacity for flexibility in service provision e.g., a sudden increase in demand, maintain turnaround time within the prescribed limit, maintain appointments within the prescribed period, details on the proposals for managing risks and contingencies, Quality of the website and Grievance Redressal Arrangement and Analysis, etc.

- f. Proforma for evaluation of Technical Bids is enclosed as Annex-E. Bidding companies should fill up the details carefully without omitting any item (s) in text form only. Any tables, charts, photos may be enclosed as Annexures (indicating Name of the Bidding Company, page number, etc.). Marks will be given as per the Mission's judgment on the basis of information provided by the bidding company in Annex-E such as address of the ICAC, transport access to ICAC, parking slots, size of the Centre, number of submission counters, organizational structure, etc. Incomplete responses by the Bidding Company to the details requested would lead to rejection of the Technical Bid as unresponsive.
- g. Bidding companies which do not obtain minimum 70% Qualifying marks (i.e., 70 marks out of total 100 Marks) in the technical evaluation as per Annex-E will not be considered for qualification to the Financial Bid evaluation stage (i.e., Stage 2).

B. Stage 2: Financial Bids

Following envelopes will be opened in the Second Stage/ Financial Bid Evaluation:

- (i) A separate envelope (**Envelop-3**) containing Financial Bid (Annex-C) duly completely-filled in, should be in the format prescribed and should provide each of the following figures separately:
 - a. Basic Service Fee as per deliverables included in the RFP, including digitization and indexation of documents (excluding enrolment of fingerprint biometrics and facial biometrics capture),
 - b. Enrolment of Fingerprint biometrics,
 - c. Facial biometric capture, and
 - d. Optional Services (OSs).

(In respect of OS items, the price quoted should not exceed the maximum price prescribed by the Mission in the RFP. However, the SP can offer prices lower than the maximum prices fixed by the Mission).

Note: It is mandatory to give information for (a), (b), (c) and (d) above.

(ii) Financial Bid Evaluation:

- a. The Financial Bids (Annex-C) of only those bidders who qualify in the technical evaluation (i.e., Stage 1) shall be opened at this stage. The Financial Bid(s) of the Bidding Company(ies) disqualified in the Technical Bid stage will not be opened. 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 of technically disqualified will be returned not later than thirty days from the date of finalization of technical evaluation.
- b. Before the opening of the Financial Bids, the marks obtained by the various bidders in the Technical Bid stage will be communicated by e-mail.
- 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 service, biometric enrollment of ten-finger prints and enrollment of facial biometrics along with prices for OSs will be opened on the same day. The prices quoted for Service Fee by L1, L2 and so on, will be announced along with the details of Total Expenditure and Total Receipts quoted by the respective Bidding Companies. (Copy of the Costing Sheet of the Bidding Company will not be provided to others as it is deemed commercially confidential).
- e. Thereafter, the Financial Bid (Annex-C) will be evaluated by the Outsourcing Committee in the Mission regarding the viability of the Service Fee for the SP to be able to provide services of the desired quality. The Financial Bids which are found to be unviable are liable to be rejected as unresponsive. Of the remaining Financial Bids which are found to be viable, the lowest evaluated Bidder (L1) will be decided based on the number arrived at as per the following formula:

$$\text{Lowest quotient (Q)} = \text{Sum of: } [(\text{Service Fee for Basic service} + \text{Finger biometric fee} + \text{Facial biometric fee}) \times 0.90 + (\text{Sum of all Optional Services charges divided by total number of OSs}) \times 0.10]$$

Note	OS charges is sum of charges quoted by bidder for all OSs mentioned in Annexure-C.
	Service Fee is the sum of fees quoted for basic services, finger biometrics and facial biometrics.
	The value of OS is the sum of OS prices offered by the SP for the Optional Services in the approved list. Since the Quotient has a component of 10% OSs, this also needs to be suitably considered in the overall bid.
	L1 will be determined based on the lowest Q.

- f. The weightage value of the Service Fee is only for the purpose of determination of L1. L1 bidder to whom the contract is awarded will charge the actual Service Fee offered by the bidding company in the Financial Bid, biometric charges as and when introduced and applicable OSs as per the rates offered by the bidding company in the Financial Bid.
- g. 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 e-mail. (The results of the Financial Bid will not be intimated by e-mail at this stage).
- h. 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 the 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 the award of the contract will be made.
- i. The award of the Contract to the selected company will also be informed by email to all the qualifying Companies in the Financial Bid stage.
- j. In the case of the company which has been awarded the Contract, the EMD will be returned only after submission of the requisite Bank Guarantees (BGs) and signing of the Agreement. If the Company fails to sign the Contract along with the BGs or fails to complete the procedures for opening the ICACs as per the time schedule stipulated by the Mission, the Bid Security Deposit (EMD) will be retained by the Mission and the Company may be banned from participation in future tender processes.

CHAPTER XVI: TIMELINES AFTER AWARD OF CONTRACT

(Bidder is expected to describe how he/she plans to fulfill the requirements mentioned in the RFP. The terms and conditions in RFP will remain the same).

1. The Service Provider must ensure the following:

Within 12 Days - Signing of contract

- a. Signing of the contract between the Mission and SP - within seven working days of the date of notice of award of the Contract or within such time limit as may be specified by the Mission.

Within 30 Days of signing of contract

- b. Selection/Finalization of ICAC premises and approval of the Mission for the same - within fourteen working days of the signing of the contract or within such time limit as may be specified by the Mission. SP must certify and provide documentation from concerned authorities that all local regulations of the Country/City are being complied with. The ICAC must be located in a reputed area where security is not an issue and is easily accessible by public transport. In other cities (where the Mission is not located), the ICAC must be in a reputed area as mentioned above.
- c. 30 days after signing of the contract, the Mission will evaluate the situation. The Mission must be provided status of progress achieved every other day in writing in accordance with the timeline of implementation set by SP. If not satisfied with the progress made by the SP to commence the services, the Mission will have the right to terminate the Agreement and encash the Bank Guarantee (BG) provided for premature termination of the Contract. In such an event, the country as a whole will be awarded to any of the remaining SP as per the discretion of the Ministry/Mission.
- d. Simultaneously, personnel for ICAC must be selected, trained, and should be in place within 30 days of signing of contract. The SP must provide employee details together with a copy of the signed contract.
- e. Readiness of ICAC premises including installation of hardware, furniture, signage, etc. - within 30 days of signing of the contract.
- f. Personnel selected for ICAC must be available to the Mission for training for 5 days in the Mission.
- g. The prospective SP may endeavor to get their personnel trained from the outgoing SP at the Mission concerned.
- h. Full services at the ICAC shall commence within two months of signing of the Contract or at a date mutually agreed by the Mission.
- i. The timeline is only indicative in nature. The proposed date of starting of

operation by the selected SP is tentatively scheduled as January 1, 2024 and can be modified by the Mission/Ministry on the suggestion of the Mission as per their administrative requirements and to meet with the deadline of the expiry of the existing Contract or positioning of the new SP etc.

S.No.	Milestone	Time for Completion
1	Signing of the contract between the Mission and SP	Within 10 days of award of contract.
2	Identification & Selection of Premises	Within 12 Days of signing of the contract.
3	Parallel placement of Personnel	Within 30 Days of signing of the contract.
4	IT & Non- IT Infrastructure	Within 30 Days of signing of the contract.
5	Manpower trainings	Within 37 Days of signing of the contract.
6	Handshake with previous Service provider	Within two Months of signing of the contract
7	Operations & implementation	January 1, 2024 or any other date prescribed by the Mission

Delay in opening ICACs:

- Any delay in opening ICACs beyond the appointed date will entail a penalty as given in Chapter XI.
- The Mission/Ministry has the right to encash the Bid Security Deposit/Bank Guarantees depending upon the quantum of penalty, if the above penalties are not paid within one week of the imposition. The Mission/Ministry has the right to encash the Bid Security Deposit/Bank Guarantees depending upon the quantum of penalty if the above penalties are not paid within one week of the imposition.
- The Mission/Ministry has the right to blacklist the bidding company/SP from participating in the future tender processes of the Ministry.
- The Mission/Ministry has the power to waive any period of penalty or amount of penalty on the basis of reasons provided by the SP.

CHAPTER XVII: VALIDITY OF CONTRACT

The Contract will be valid for three years from the date specified by the Mission/Post, with review of operations after each completed year. Mission/Post will have the option of extension of Contract, subject to satisfactory performance of the SP, for a maximum period of further two years, on the same terms and conditions. The Mission/Post has the right to terminate the contract if during the review process, it is found by the Mission/Post that the services rendered by SP did not meet the standards of quality and efficiency of the services expected of the SP as per the RFP.

CHAPTER XVIII: LIST OF ANNEXES

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

Sl. No.	Annex	Title
1	Annex-A	Technical parameters for digitization
2	Annex-B	Biometric specifications
3	Annex-C	Financial Bid
4	Annex-D	Mandatory Eligibility Criteria
5	Annex-E	Technical Bid Evaluation
6	Annex-F	Declaration by the Bidding Company
7	Annex-G	Bank Guarantee format
8	Annex-H	Bid Cover Letter and Declaration
9	Annex-I	Organization Profile
10	Annex-J	Bank Guarantee for Bid Security/EMD
11	Annex-K	Guidelines for Attestation of documents

Annex A: Technical specifications for Digitization of CPV documents

1. Deliverables

Scanning/ Digitization work of relevant documents must be carried out as part of the services rendered for the Mission. All the infrastructure/ manpower shall be under the ownership of the vendor. This scanning shall be part of application processing, means the scanned documents need to be submitted to the Mission/Post, at the time of submission of applications to the Mission. Scanning/ Digitization work of Consular applications as per the specifications below. Uniform and Standardized software should be used for image processing. (The image processing should ensure that the quality and the content of the image are maintained intact). The data is to be provided to the Mission/Post by uploading on the designated server and through DVD (as decided by the Mission/Post). While DVD storage is one of the desirable formats, the vendor should ensure to store in any magnetic media viz., Hard-Disks, high-volume Pen drives etc. (as per the requirement of the Mission/Post), At any point in time the documents should be retrieved. The vendor should ensure upward revision of storage. Password protection of data shall be as per requirements defined by the Mission/Post.

2. Job Specifications

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

2.1 Jobs Specifications are as follows:

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

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

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

Job 4: Entering Meta-data of about 300 Characters (pertaining to each case) with 100% accuracy. [Wherever necessary, such metadata can increase up to 500 characters]. The 300 characters should capture the essence of the document under global prescribed standards.

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

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

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

2.2. Specification of images:

1. Should be black and white at 200 DPI with a size not exceeding 1000KB per page
2. The average page size should not exceed 100kb excluding the pages having a photograph.
3. Images should be de-skewed.
4. Images should be checked for black borders.
5. The first page with a photograph of the application should be scanned in both colour and black and white.
6. All pages in an application should be scanned as available in the file.
7. Once the files are scanned, the SP should put all checks in place so that the quality of the images is further enhanced.
8. Password protection of images/artifacts shall be provided as per the requirement of the Mission.
9. Each scanned file should be linked to the meta-data of the application file reference number.
10. DVD Naming nomenclature should be followed as per the requirement of the Mission.
11. The DVD/other media like Pen Drive etc., the format of submission is an

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

12. All blank pages should be deleted.

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

14. The final PDF output created by the SP should have the pages in the following order:

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

3. **Parameters for retrieval of consular documents**

[Depending upon the service for which application has been accepted]

- a. File Reference Number
- b. Date of Application
- c. Issue Date
- d. Passport Number/Visa Number [Depending on the service for which the application has been accepted]
- e. Applicant Name
- f. Father's Name
- g. Gender
- h. Date of Birth

(i) The vendor should match the data created by them with the existing electronic record of the government.

- 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, Visa etc.
- In instances where the vendor comes across records which do not match with the master data, the vendor needs to enter data for all the parameters mentioned above as it is.
- 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 the 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.
- PDF for the unmatched records should be named using a unique sequential number for each site.

4. 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), 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:

- One PDF folder which contains all scanned pages in PDF format for each individual case (file number) in greyscale with an average page size less than 50 KB, one cropped colour photograph for each case and All pdf files in the pdf folder should have a filename in upper case including extension i.e. SAURV02345.PDF
- The DVD should have a single CSV file containing metadata of all the pdf files and all meta-data should be in upper case.
- Naming convention of CSV file and pdf folder should be as given below:
- The Mission code (4 Char) +application type (1or 2 char) _outsourc agency (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

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

Application Type code
V for Visa application
Blank for Passport application

Data Submission/Acceptance:

The sample DVD should be submitted to NIC/MEA Delhi and the final DVD should be created only after written approval and confirmation of the sample DVD. The final data should be written on to DVDs in 2 copies to be submitted [one at Mission and the other to the Ministry]. However, the SP 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 the 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 the local setup of the Mission and IVFRT setup. Once the DVDs are found to be correct in all aspects, the DVDs would be sent for uploading to the PRIDE/IVFRT system as the case may be. The Mission also would be intimated about the status of the DVDs and DVDs would be uploaded locally at the Mission too.

5. DVD Naming nomenclature should be followed as below during burning of DVD

as well as on Hard copy when DVD is supplied to the Mission and NIC:

Mission code document category_vendor code_serial number.
e.g USANV_AGENCY CODE_0001

USAN Mission code for New York (USA).

V Document category Visa: for Passport, it should be blank.

Note: The code here is of the Mission and not for the country. The DVD/Other MEDIA like Pen-Drive etc., the format of submission is an indicative process. In future, the Ministry can ask the vendor to submit live to the central system and /or submit the same in any other form of magnetic media, as found appropriate at the time of execution of the system. DVD/Optical data submission shall be discarded over a period of time (3 months) after the system gets stabilized with ONLINE DOCUMENT SUB

Annex-B: Specification for Biometric Enrolment

Provisioning Implementation of Biometric Enrollment at Missions

1. Enrollment of 10 finger printers as per the format specified in annexure- “A”. It may be noted that the fingerprint enrollment application software shall be provided by the Government of India. NIC had already integrated a few devices (Morpho Top 100, Cogent CS500E and Suprema RSG10) with application software. If the outsourcing agency deploys different make/ models certified by STQC (<http://stqc.gov.in>), GOI technical team shall integrate the proposed device with its enrollment software. For the purpose of integrating technical resources of the concerned outsourcing, the agency needs to interact with NIC technical team and provide all the SDKs, DLLs and other technological requirements. Recording of the fingerprint enrollment process with a time stamp shall be part of the other infrastructural requirements (as per the requirements of the Mission/ local laws) in the fingerprint enrollment process. Enrollment software shall be provided by the Ministry.
2. Enrollment of facial biometrics as per the Indian e-Governance standards available on <http://egovstandards.gov.in>. The Government of India may provide facial capturing software for the purpose.

Annexure

I Technical Specifications

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

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

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

S.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, ISO 19794-2, ISO 19794-4
5	Minex Compliant Alogorithm for Minutia

S.No.	Mandatory Technical Requirements
	Extraction (ANSI-378)
6	Necessary Licenses (should not expire)
7	Minutia Templates (Proprietary)
B	Technical Requirements for 1:1 Verification Software
	1) Minex Compliant Algorithm for Minutia based matching on the same 4+4+2 device
C	Recording of the biometric enrollment process shall be mandatory in addition to other requirements of the RFP and local laws

C. Technical Specification for Slap Fingerprint Scanner (Recommended)
“4-4-2” Fingerprint 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>.

- SDK environment should be in Java and .net.
- Extraction and Matching Algorithm should be Minex Compliant/listed.

- 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.
- SDK should be available for integrating the fingerprint device with the application software. During the integration of the device with our application, the vendor must ensure technical support from the manufacturer regarding SDK as and when required.
- Drivers for the device should be available on Windows and/or Linux platform.
- High quality computer-based fingerprint capture (enrolment)
- Capable of converting Fingerprint images 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.

Annex C: Financial Bid

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

Note: All items under part I, II and III are to be filled correctly without any omission. Any vague details/ no response may lead to rejection of the bid. The 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.

PART-I: Standard Cost Sheet for outsourcing of CPV related support Services for the Embassy of India, Abu Dhabi which also covers CGI in Dubai.

(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)

Section - A

(Bidder is expected to describe how he or she plans to fulfill these requirements. The terms and conditions mentioned in RFP will remain the same)

- (a) Location/Address of the Centre
- (b) Accessibility by public transport/taxi
- (c) Parking Facilities
- (d) Total area of the Centre in Sq. ft.
- (e) Location of the ICAC is as per local regulations:

Note: Please provide details for each Centre separately. For the optional services -Premium Lounge Facility and the Door-to-Door services, a total anticipated cost involved, wherever necessary, as mentioned below shall be provided.

Section – B

S.N.	Parameter	Total anticipated cost (in AED)				Remarks by Mission/ Ministry (Official use only)
		Monthly expenditure (A)	Annul Expenditure (B)	One time expenditure which can be other than Annual. Please explain separately	Total Expenditure for the entire contract period (D)	

				in another sheet (C)		
1	Cost of renting the premises Including expenditure on utilities such as electricity, water etc.					
2 (a)	Number of counters, cubicles and office rooms to be installed with the provision to maintain the prescribed time limit for appointment slot and turnaround time of the applicant in price terms: Counters Cubicles Office rooms	Please explain here briefly.				
2 (b)	Cost for above					
3 (a)	Number of Server/ computers with accessories to be installed. (Pl specify price per item) 1. for Counters 2. for Office 3. for Public	Please explain here briefly.				
3 (b)	Cost for above					
4 (b)	Description of furniture (chairs/ tables etc.) to be put in the Centre.	Please explain here briefly.				

	(Pl specify with quantity and price per item)						
	Office:						
	Public:						
4 (b)	Cost for above						
5 (a)	No. of hardware items with price per item for biometric enrolment, storage and transfer	Please explain here briefly.					
	Server,						
	Computers,						
	Hardware.						
	Bill of Material which are not mentioned under any other items						
5 (b)	Cost of above						
6 (a)	List of equipment for CCTV with quantity and price per item	Please explain here briefly.					
	Cameras						
	Computer						
	Hard disc						
6 (b)	Cost for above						
7 (a)	Facilities at ICAC. (Pl specify items with quantity and price)	Please explain here briefly					
	TV						
	Drinking water,						
	Facilities for OS.						
7 (b)	Cost for above						

8 (a)	<p>Installation of online enterprise web application with modules of Smart Queue Management system integrated with token vending machine, online dynamic appointment system, CSAT, Online tracking of documents, real-time feedback and grievance mechanism</p> <p>Online dashboard for matrices</p> <p>Electronic display of the applications in progress</p>	Please explain here briefly.				
8 (b)	Cost of above					
9 (a)	<p>Number of phone lines and internet connections</p> <p>(Specify items with quantity and price per item)</p>	Please explain here briefly.				
9 (b)	Cost for above					
10 (a)	Description of contingency plan in case of interruptions	Please explain here briefly.				
10 (b)	Cost for above					
11 (a)	Description and number of equipment to be installed for	Please explain here briefly.				

	Computerization: digitization and indexation of documents, transfer to the Mission for uploading, making copies of data in DVD (duplicate) for providing to the Mission as explained in the RFP				
11 (b)	Cost for above				
12	Cost of operation of website				
13 (a)	Number of staff in different areas of operation indicating the position and responsibilities of Executives/ senior IT experts/ staff deployed.	Organizational chart indicating the position and responsibilities of them			
		a. Executives/Experts in IT/data security//Supervisors (pl give details category wise)			
		b. Staff			
		c. Security			
		d. Others			
		(Indicate number in each category and emoluments including social security)			
13 (b)	Cost for above				
14 (a)	Mechanism for monitoring the quality of services and performance checks including its frequency and remedial measures.	Please explain briefly			
14 (b)	Cost for above				

15 (a)	Transportation of documents between ICACs and the Mission. Details of vehicles and staff to be engaged and safety measures to be taken.	Please indicate number of vehicles/drivers/ security staff with expenditure /Emoluments			
15 (b)	Cost for above				
16 (a)	Establishing a Call Centre using VOIP/Toll free system.	Note: Employees should know besides English, the local language of the country and language of the Indian community as per requirement. Please explain briefly			
16 (b)	Cost for above				
17 (a)	Training for staff of the ICACs	Please explain briefly			
17 (b)	Cost for above				
18 (a)	Administrative procedures for obtaining bank guarantees and other Bank charges connected with BGs	Please explain briefly			
18 (b)	Cost for above				
19 (a)	Details of travelling of company personnel for this project after the award of Contract and during the period of contract				
19 (b)	Cost for above				
20	Provision for Interest expenditure, if				

	any					
21 (a)	Mandatory SMS	4 mandatory SMS				
21 (b)	Cost for above					
22	Anticipated government fee and other local levies	Please Provide Breakup				
23	Any other miscellaneous cost					
	Total Cost in AED					

Service fee will be in AED.

Section- C

Summary of the Costing Statements

S.No. Details of Centres Anticipated Expenditure for the contract period.

- i.
- ii.
- iii.
- iv.
- v.
- vi.
- vii.
- viii.
- ix.
- x.
- xi.
- xii.
- xiii.
- xvi.

....

Total expenditure for all the Centres:

PART-II-A

Proforma for Service Fee and OS charges

Name of the Bidding Company:

Financial Bid for outsourcing of Consular/Passport/Visa/ OCI/ Attestation related Services

Sl. No.	Description	Amount (AED)
a.	Basic Service fee as per deliverables included in the RFP including digitization and indexation of documents. [excluding Enrolment of Fingerprint biometrics and Facial biometric capture]	
b.	Enrolment of Fingerprint biometrics	
c.	Facial biometric capture	
Total Service Fee: a+b+c		

Note 1: It is mandatory to give information for (a), (b) and (c) above. No services should be quoted as Zero, including biometrics. If a firm quotes NIL or abnormally low charges/consideration, the bid shall be treated as unresponsive and will not be considered. The decision taken by Embassy of India, Abu Dhabi/Ministry in this regard shall be final.

Note 2: Total Service Fee quoted above shall be inclusive of all local taxes (VAT, etc.) as applicable in UAE. It is the responsibility of the SP to pay applicable taxes and other levies to the concerned authorities.

Note 3: Charges for finger biometrics and facial biometrics should be quoted separately. Charges for finger biometrics for passport, visa and consular services should be the same. Charges for facial biometrics for passport, visa and consular services should be the same. While the biometrics for visa services should be introduced from the date of commencement of outsourcing operations, the same for passport and consular services will be announced separately as and when the procedures have been finalized by the Ministry. Biometric charges will become applicable as per the actual rendering of services, otherwise only basic service charges will be applicable.

PART-II-B
Offer for Optional Services

S. No.	Name of the OS	Maximum Price fixed by Mission (AED)	Price Offered
i.	Photocopying (per page)	01	
ii.	Photographs (6 photographs)	30	
iii.	Form filling/Typing: Passport registration	30	
iv.	Form filling/Typing: Visa	30	
v.	Form filling/Typing: Misc. consular services	30	
vi.	Form filling/Typing: OCI	50	
vii.	Form filling/Typing: Registration of birth on MHA website	50	
viii.	Computer with internet facility for 30 minutes (form filing at kiosk)	15	
ix.	Printout including WhatsApp printing (per page)	01	
x.	Courier service	30	
xi.	Translation in English/Arabic (per page)	40	
xii.	Typing in English/ Arabic (per page)	20	
xiii.	Premium Lounge service	300	
xiv.	Indian CPV services @ Your Doorstep	380	
	TOTAL		

Note 1: The price quoted for Optional Service items, should not exceed the maximum price prescribed by the Mission. However, the SP can offer prices lower than the maximum prices fixed by the Mission. Since the Quotient has a component of 10% OSs, this also needs to be suitably taken into account in the overall bid.

Note 2: Optional Service Fee quoted above shall be inclusive of all local taxes (VAT, GST/CST, etc.) as applicable in the United Arab Emirates. It is the responsibility of the SP to pay applicable taxes and other levies to the concerned authorities.

Section-Part III

Justification for Service Fee quoted.

- (a) Total anticipated expenditure for all the Centres:
- (b) Profit margin (percentage) & Profit amount:
- (c) Sum of (a) + (b):
- (d) Local taxes/levies payable:
- (e) Sum of (c) + (d):
- (f) Anticipated revenue:
(No of anticipated CPV applications x proposed Service Fee)
- (g) Viability -Difference between (f) and (e).

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

Signature.....

Date.....

**Designation with seal of the bidding Company
(To be signed by CEO or equivalent Authority)**

Annex D: Mandatory Eligibility Criteria

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

S. No.	Parameters
I	EXPERIENCE OF THE COMPANY
1.	Response of the Bidding Company along with certificates
II	FINANCIAL STRENGTH OF THE COMPANY
1.	Bidding Company should have a minimum net worth equivalent to US\$ 5 million. The Bidding Company must submit audited balance sheets and income statements for the 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 should be submitted. In case the bidding entity is a joint venture, information must be provided for both the partners of the joint venture.
	Response of the Bidding Company along with certificate
2.	The annual turnover of the Bidding Company should be at least US\$ 500,000 annually during the pre-Covid three years period (Jan-Dec 2017, Jan-Dec 2018, and Jan-Dec 2019). The Bidding Company shall provide audited information certified by an external auditing agency to substantiate its claim of a turnover based on three years pre-Covid period (Jan-Dec 2017, Jan-Dec 2018, and Jan-Dec 2019). In the case of joint ventures, information must be provided for both the partners of the joint venture and a copy of their agreement.
	Response of the Bidding Company along with certificate
3.	The Bidding Company should have the adequate financial strength to provide Bank Guarantees (BGs) as stipulated in the RFP, to be certified by an authorized external auditing agency. A certificate is to be provided. No specific format is prescribed.
	Response of the Bidding Company along with certificates
4.	An undertaking regarding capacity to provide Insurance for services and obligations. For this purpose, the insurance should cover the properties of ICACs and services rendered by the SP and the obligations including legal obligations arising out of them and should survive expiry or termination of Contract in regard to legal issues.
	Response of the Bidding Company along with certificates
III	ABILITY OF THE COMPANY TO PROVIDE SERVICES AS PER RFP
1.	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.
	Response of the Bidding Company along with certificates
2.	The Bidding Company must certify that the company and its subsidiaries/partners

	are not involved in any unlawful or illegal activity including but not limited to human trafficking, anti-Indian activities, hawala, tax evasion, financial fraud, corporate malpractices, etc. The bidder must certify that it has no outstanding criminal or civil liabilities in UAE or elsewhere and provide information on any previous and current law enforcement cases or any other legal cases against them.
	Response of the Bidding Company
3.	The Bidding Company must provide a list of all the cases in the past five years and their outcome as well as present cases pending litigation 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.
	Response of the Bidding Company
4.	Bidding Company must provide the details of notices received as well as penalties imposed on the company/SP in the last ten years while handling the consular work of organizations/Diplomatic Missions of any countries including Missions/Post(s).
	Response of the Bidding Company
5.	The Bidding Company must certify that key personnel proposed for ICAC have not been convicted of any criminal offence or on charges of bribery, corruption, or fraud. The Bidding Company must provide documentation to show that it has personnel of adequate qualifications for key positions in the ICAC. The details of the proposed key personnel and their experience record must be provided.
	Response of the Bidding Company
6.	The Bidding Company must certify that it has not been convicted for, or involved in, bribery, corruption, or fraud.
	Response of the Bidding Company
7.	The Bidding Company must provide certification that its operations are compliant with local labour laws and the relevant tax regime.
	Response of the Bidding Company
8.	The Bidding Company should confirm its capacity to deal with higher volumes of consular applications as per the requirement of the Mission and Post.
	Response of the Bidding Company

Signature.....
Name & Designation.....
(With seal of the bidding Company)
(To be signed by CEO or equivalent Authority)

Annexure-E: Technical Bid

PART I: The Bidding Companies should clearly convey their responses as indicated below:

Note: Bidding Companies should give details carefully in text form only. Any tables, charts, photos etc. may be enclosed as Annexures, indicating Name of the Bidding company, page number, etc.). Bidders are required to make Presentation(s) at the time of evaluation of Technical Bids as per the date and time fixed by the Mission.

- I. **Basic Information:** The response of the Bidding Company must be in the same order as the items in the RFP and in text form only.
- II. **Method Statement:** The purpose of the Method Statement is to enable the Mission to evaluate the Bidding Company's understanding of the requirements and to assess the Company's proposal's 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. 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., maintain turnaround time within the prescribed limit and maintain appointments within the prescribed period despite a sudden increase in demand.
 - c. Provide details on the proposals for monitoring and evaluating services rendered.
 - d. Provide details on the proposals for online enterprise web application including innovative website design and online development.
 - e. Provide details on the proposals for managing risks and contingencies.
 - ii. **Resource Plan**
 - a. Provide details of the resources expected to be used to service the Contract, Including the number of staff expected to be employed for providing the service. Also include an organizational chart indicating responsibilities and reporting lines in respect of this proposal.
 - b. Indicate in each case the number of Staff expected to be drawn from within the SP's organization, staff newly recruited, and staff on part-time employment

- under this Contract.
- c. Explain the plan for the training of Staff to be employed under the Contract.
- d. Give names and positions held by Key Staff who will be responsible for the management of the contract, along with their experience in this field. Copy of the Service Contract or Appointment letter may be provided.
- e. Provide curriculum vitae for each member of the Key Staff mentioned above.
- f. Provide a detailed sub-contract plan, if any, within the limits permissible under the terms of this RFP. (Copies of all sub-contracts entered by the SP to implement obligations under this Agreement should be provided).
- g. Provide a step-by-step Plan for ICAC rollout.

iii. **Quality Plan**

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:

- a. 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.
- b. The proposed contract management and supervisory systems.
- c. The proposed Customer Satisfaction Rating system (CSAT), Customer liaison arrangements, procedures for dealing with complaints and problems.
- d. The proposed arrangement to ensure a fully updated and accurate website for application status and information to applicants, in the format required.
- e. The proposed arrangement for Online appointment system and Smart Queue Management System for streamlining turnaround time.

III. Additional Information

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.

Part II: Scope of the work and deliverables required.

1.	Location of the India Consular Application Centre (ICAC) must be in a reputed area with convenient accessibility by public/private transport in Abu Dhabi, Dubai and Sharjah. In other cities, ICACs must be located in the City Centre areas for easy accessibility. The location of the Centres must be permissible under local laws.
	Response of the Bidding Company
2.	The ICACs must be established in cities as per list enclosed.

	Response of the Bidding Company																				
3.	<p>Size of the Centre (area and layout), to be specified for the respective Centres</p> <table border="1"> <thead> <tr> <th>S.No.</th> <th>Name of the Centre</th> <th>Area Square ft</th> <th>Address of the Centre</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>n</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Response of the Bidding Company</p>	S.No.	Name of the Centre	Area Square ft	Address of the Centre	1				2				3				n			
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2																					
3																					
n																					
4.	<p>Number of staff specifying nature of work to be handled (to be specified for the respective Centres)</p> <table border="1"> <thead> <tr> <th>S.No.</th> <th>City</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> <tr> <td>n</td> <td></td> </tr> </tbody> </table> <p>Response of the Bidding Company</p>	S.No.	City	1		2		3		n											
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1																					
2																					
3																					
n																					
6.	<p>Submission hours: ICAC should remain open for six days a week from Monday to Saturday. Acceptance of application at the counters of ICAC should be at least 48 hours per week and Back Office working time should be at least 48 hours per week. (Working hours/submission hours can be modified by Mission in consultation with Ministry).</p> <p>Working days per week : 6 days (Monday to Saturday) Minimum submission hours per day* : 8 Hours</p> <p>*Exact timings will be decided by Mission/Post concerned.</p> <p>Response of the Bidding Company</p>																				
7.	<p>The appointment slot availability should be always available within 4 working days.</p> <p>Response of the Bidding Company</p>																				

8.	<p>Total turnaround time should not be more than 20 minutes from token generation to acceptance of application and payment at the counter. Delays in providing service will lead to imposition of penalties.</p> <p>Response of the Bidding Company</p>																														
9.	<p>Bar-coded receipt and electronic data entry system - Detailed explanation should be given in the Bid.</p> <p>Response of the Bidding Company</p>																														
10.	<p>ISO certification - The following ISO certification should be provided: ISO-9001-2008 (QMS-Quality Management System) ISO-27001-2013 (ISMS-Information Security Management System) (to be submitted along with the Technical Bid) ISO 23026-2015 (Website Quality certification) (to be submitted before three months from the date of award of Contract or at the time of starting of outsourcing operations.) - Certification must be as per the latest version wherever applicable.</p> <p>Response of the Bidding Company</p>																														
11.	<p>Security and vigilance system in the Centres CCTV cameras must be HD, Day & Night, 360-degree vision and network/IP compliant with direct transmission facilities to the Mission/Post during working hrs.</p> <table border="1" data-bbox="284 1003 1398 1352"> <thead> <tr> <th>S. No</th> <th>Details</th> <th>City</th> <th>City</th> <th>City</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>No. of security staff</td> <td>No. of metal detectors</td> <td>No. of CCTV cameras</td> </tr> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>n</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Response of the Bidding Company</p>	S. No	Details	City	City	City			No. of security staff	No. of metal detectors	No. of CCTV cameras	1					2					3					n				
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12.	<p>Storage and security of documents in the Centres (strong room, cabinets and key system, details of staff responsible for the same) Detailed explanation should be given.</p> <p>Response of the Bidding Company</p>																														
13.	<p>Security of movement of documents between the centre and the Mission (nature of vehicles used and containers and key system) Dedicated cars/vans Containers with lock for carrying documents. Security staff for transportation of documents. (The keys of the containers should be available only in the ICACs and the Mission. Transportation of documents by public transport is prohibited.</p> <p>Response of the Bidding Company</p>																														

14.	Electronic display of the progress of the applications in the Centre. Response of the Bidding Company
15.	Data security and secure transfer of data including possession of appropriate certification and full compliance with local legal regulations. Detailed explanation should be given. Response of the Bidding Company
16.	Creation of meta data file along with sub-files for enclosed documents. Detailed explanation should be given. Response of the Bidding Company
17.	Hardware for capture of ten finger biometrics and facial biometrics Detailed explanation should be given. Response of the Bidding Company
18.	Efficient and secured system for storage and transfer of biometric data, in full compliance with local regulations. Detailed explanation should be given. Response of the Bidding Company
19.	Five stage Online tracking system, as specified, of the status of applications on the website. The data on the website must be uploaded on real time basis. Detailed explanation should be given. i)Acceptance of application at the ICAC, ii) dispatch of passport and documents to the Mission iii) processing at the Mission iv) receipt of documents from the Mission v) ready for delivery/dispatch of documents with details Response of the Bidding Company
Facilities	
20.	Computerization 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. Response of the Bidding Company
21.	Maintenance of a dedicated customer care service to answer enquiries and to timely address the complaints over the telephone, e-mail, message, etc Response of the Bidding Company
22.	Computerization of operations related to accounts matters. The software system (CONSPROM) prepared by NIC should be introduced immediately when provided.

	Response of the Bidding Company
23.	Security system to control access of applicants, safe custody of documents and security of information held on the SP 's IT system, in full compliance with local legal requirements. Response of the Bidding Company
24.	Maintenance of logs/records and statistics as specified by Ministry. Response of the Bidding Company
25.	Online appointment system integrated with Smart Queue Management system including token vending machine and CSAT. Detailed explanation should be given. Response of the Bidding Company
26.	Maintenance of confidentiality of the information and prevention of leakage of information from the Centre, in compliance with local laws. Detailed explanation should be given. If needed a presentation is to be given in the Ministry Response of the Bidding Company

Part III: TECHNICAL BID EVALUATION PROFORMA

Note: Bidding Companies should fill up the details carefully without omitting any items in text form only. Any tables, charts, photos etc. may be enclosed as Annexures, indicating Name of the Bidding company, page number, etc.). Bidders are required to make Presentation(s) at the time of evaluation of Technical Bids as per the date and time fixed by the Mission. Marks will be given as per the Mission's judgment based on information provided by the bidding company/Quality of Solution Proposed.

S. No.	Criteria	Quality of Solution Proposed (Extra Marks for solution better than the minimum specified by the Mission)	Remarks
1.	Location of the ICACs [as per local zoning regulations (mandatory) with convenient accessibility in the city concerned with actual location	Response of Bidder	Marks will be given as per the Mission's judgment based on information provided by the bidding company.

	<p>of the building(s) – to be explained by the Bidder. (5 Marks)</p> <p>Parking facilities with capacity and type of parking (5 Marks)</p>		
2.	<p>Size of Centre (area and layout) (10 marks)</p> <p>Layout details: (explanation with drawing) (5 marks)</p>	Response of Bidder	<p>Size of Centre:</p> <p>Marks will be given as per the Mission’s judgment based on information provided by the bidding company.</p> <p>Lay out details:</p> <p>Marks will be given as per the Mission’s judgment based on information provided by the bidding company.</p>
3.	<p>Number of submission counters (6 marks)</p> <p>Efficiency of the submission process - to be explained by the bidder.</p> <p>(i) Reception (ii) Enquiry/ information (iii) Examination of documents (iv) Verification of latest photo and application form (v) Submission (vi) Fee collection (viii) Delivery etc. (4 marks)</p>	Response of Bidder	<p>Number of submission counters:</p> <p>Marks will be given as per the Mission’s judgment based on information provided by the bidding company.</p> <p>Efficiency of the submission process:</p> <p>Marks will be given as per the Mission’s judgment based on information provided by the bidding company.</p>

<p>4.</p>	<p>Quality of Organizational Structure/ Workflow (4 marks)</p> <p>Number of staff at each level and qualification (Manager, Supervisor, counter staff, security staff, data entry staff, receptionists, others) (6 marks)</p>	<p>Response of Bidder</p>	<p>Quality of Organizational Structure</p> <p>Marks will be given as per the Mission's judgment based on information provided by the bidding company.</p> <p>Number of Staff:</p> <p>Marks will be given as per the Mission's judgment based on information provided by the bidding company.</p>
<p>5</p>	<p>The availability of appointment slots within 4 working days (10 marks)</p> <p>Limiting the total Turnaround time for submission (from the time of entry/token generation to the time of acceptance of application and generation of payment receipt) to a maximum of 20 minutes (5 marks)</p>	<p>Response of Bidder</p>	<p>Marks will be given as per the Mission's judgment based on information provided by the bidding company.</p>
<p>6</p>	<p>Call Centres (5 marks)</p> <p>Call waiting times - not more than 3-minute response period.</p> <p>Efficient VOIP (Voice over Internet Protocol) or Toll-free calls should be used. (First five minutes (at the minimum) should be toll free) after which only normal charges should apply.</p> <p>Special higher call charges for Call Centres prohibited.</p>	<p>Response of Bidder</p>	<p>Marks will be given as per the Mission's judgment based on information provided by the bidding company.</p>
<p>7</p>	<p>Online enterprise web application and innovative web design</p>	<p>Response of Bidder</p>	<p>Marks will be given as per the Mission's judgment based on information provided by the</p>

	<p>(10 marks)</p> <p>Grievance Redressal Mechanism Arrangement and Analysis (5 marks)</p> <p>An interactive webpage with a grievance redressal mechanism, with an Management Information System (MIS), and its ability to generate reports as per requirement of the Mission, will be considered.</p> <p>A publicly visible ‘Complaint blog’</p> <p>An efficient and prompt e-mail response system</p>		<p>bidding company.</p>
<p>8</p>	<p>Record of Past Performance with Mission/MEA/GOI (10 marks)</p> <p>The following aspects to be considered:</p> <p>i. Past record of performance of the company with respect to the Mission (Show cause notices issued, specifying reasons for the same and the quality of responses received).</p> <p>ii. Nature of complaints received from the applicants against the SP.</p> <p>iii. Attitude towards Mission’s instructions to the Service Provider – reliability and faithfulness in implementing Mission’s instructions.</p> <p>iv. Taking into account quarrelsomeness and litigiousness of the SP.</p>	<p>Response of Bidder</p>	<p>Marks will be given as per the Mission’s judgment based on information provided by the bidding company.</p>

	<p>v. Record of payment of penalties imposed by the Mission.</p> <p>vi. Delivery of Optional Services (OSs) without complaints.</p> <p>vii. Harmonious and constructive relationship with the Mission.</p> <p>viii. Performance regarding digitization/ indexation of documents.</p>		
9	<p>Reputation of the bidding company in the market and quality of non-GOI client list and references received from them. (10 marks)</p> <p>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</p>	Response of Bidder	Marks will be given as per the Mission's judgment based on information provided by the bidding company.
	Total Marks 100		

Total Marks 100

Qualifying mark (70%) 70

(Marks under the 09 items will be fixed giving due weightage)

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.

Annex-F: Declaration by the Bidding Company

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

We, -----, the Bidding Company taking part in the Tender for outsourcing of Consular/Passport/Visa/OCI/ Attestation Services in the Embassy of India, Abu Dhabi certify as follows: that,

- a) We and our partner Company------(name) taking part in the present tender Process hereby declare that we are neither involved nor would in any manner involve ourselves in any anti-India activities, unlawful or illegal activities including in human trafficking, hawala, etc. It is also certified that we have not been convicted for, or involved in, bribery, corruption or fraud. If such information is found later, we are aware that we would become ineligible to take part in the tender process.
- b) It is also understood that if any such information comes to light during the contract period, the contract would be liable to be terminated immediately and all costs on such a termination will be borne by the Company.
- c) We have provided the Organizational profile of our Company for pre-verification purposes from the security angle on------(date) to the 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 ICACs, if the Contract is awarded, who will meet with the conditions stipulated in sub clause (a) above. We also understand that the staff to be deployed in the ICACs shall be cleared from security angle by the 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.
- f) 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.
- g) We fully understand the provisions of Annex C (Financial Bid), D (Mandatory Criteria) and E (Technical Bid) and we shall abide by the same. We fully understand the procedures for selection and award of Contract and agree to the same.
- h) 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.

- i) 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.
- j) We certify that we have no subsidiary company that is taking part in the present tender process separately.
- k) We understand that the proposal remains valid 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 of up to one month from the date of issue of the award of Contract to complete various formalities prior to the signing of the Agreement.
- l) We fully understand that L1 will be decided on the basis of the lowest evaluated Bidder relying on the information provided in Annex-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.
- m) We have fully read, understood, and complied with all the conditions stipulated in the RFP document.
- n) 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.
- o) 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.
- p) 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.
- q) 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 e-TV online application is authorized.
- r) 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.
- s) 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: _____

Annex-G: BANK GUARANTEE

1. In consideration of the President of India, represented by Ministry of External Affairs, through Embassy of India, Abu Dhabi with the address (hereinafter called 'the Mission') having agreed under the terms and conditions of the Agreement datedmade between the Mission and M/s.....(herein after called the said Service provider) with the address at _____ for outsourcing of consular, passport, visa related support 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 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 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 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 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 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 under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Mission 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 that the Mission 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 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 or any indulgence by the Mission 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 in writing.
8. The Guarantee shall be valid up to a period of six months after the expiry of the Contract duration, 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.....

To
Head of Chancery,
Embassy of India, Abu Dhabi,
Plot No. 10, Sector W-59/02,
Diplomatic Area,
Off the Sheikh Rashid bin Saeed Street,
P.O. Box 4090, Abu Dhabi (UAE).

Dear Sir,

Ref: Request for Proposal – Project

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

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

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

If our proposal is accepted, we will obtain a performance bank guarantee and other guarantees in the format given in the RFP document issued by a nationalized bank in India, or any foreign Bank scheduled/accredited by the Central Bank of UAE acceptable to Embassy of India, Abu Dhabi, the following Bank Guarantees:

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

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

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

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

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

Dated this Day of 2023

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

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

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

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:
Signature:
Name
(Company Seal)

Annex I: Organization 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	
iii.	(a) Contact person with name, designation, Missional address, email address, Telephone number, Including mobile number	
	(b) Additional contact person with similar details	
iv.	Website link of the Bidding Company giving details of the activities of the company including outsourcing activities	
v.	List of Branch offices with address and website links indicating activities.	
vii.	Number of years of experience in the outsourcing field or any other activities under which the company has become eligible to take part in the tender process.	
	References	
	(Please provide three references only)	

S.No.	Head	Information
i.	Name of the referral Company/ organization with postal, Email address, Telephone No. and website Link	
ii.	Field of activity of the referral company/organization	
iii.	Name of the contact person, designation, email address and telephone number of the referral company/organization	
iv.	Number of years of association if the Bidding Company with the referral Company/ organization	

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

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

Annex J: Bank Guarantee Proforma for Bid Security Deposit (EMD)
(To be typed on Stamp Paper for the BG issued by the Banks located in India)

Date of Issue.....
Effective Date:
Expiry Date:
Value of B.G.:

To

Head of Chancery,
Embassy of India, Abu Dhabi,
Plot No. 10, Sector W-59/02,
Diplomatic Area,
Off the Sheikh Rashid bin Saeed Street,
P.O. Box 4090, Abu Dhabi (UAE).

WHEREAS

M/s.....(herein after called “the Bidder”) is submitting its bid/offer dated _____ for providing outsourcing services for Consular/Passport/ Visa/ OCI/ Attestation related services at the Embassy of India, Abu Dhabi in response to the Tender No _____ dated _____ published by Embassy of India, Abu Dhabi (hereinafter called “the Mission”), as an irrevocable Bank Guarantee (B.G.) towards Bid Security Deposit/Earnest Money Deposit (EMD) for an amount of _____ valid upto _____(45 days beyond the final bid validity period), is required to be submitted by the Bidder with the Tender documents as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Mission under any or all of the following conditions:

1. the withdrawal or revision of bid by the Bidder during the bid validity period, or
2. non-acceptance of the Letter of Award of Contract by the Bidder during bid validity period, or
3. failure to execute the Contract within the prescribed contractual timeframe as per the contractual terms and conditions, or
4. on the happening of any contingencies mentioned in the Tender.

KNOW ALL PEOPLE by these presents that:

WE..... (name and address of Bank) having our registered office at..... (Address of Bank) (hereinafter called “the Bank”) guarantee and undertake to pay immediately on first demand by the Mission the sum of without any reservation, protest, demur, and

recourse. Any such demand made by the Mission shall be conclusive and recourse. Any such demand made by the Mission shall be binding on the Bank irrespective of any dispute or difference raised by the bidder.

The Bank Guarantee shall be irrevocable and shall remain valid up to 45 days beyond the final bid validity period (i.e.,). If any further extension is required, the same shall be extended to such required period on receiving instruction from the bidder on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- (a) This Bank Guarantee shall be valid up toi.e.,45 days beyond the final bid validity period),
- (b) The total liability of Bank under this Bank Guarantee shall be limited to (EMD amount),
- (c) We, the Bank, are liable to pay the claimed amount under this Bank Guarantee only and only if the Mission serves upon the Bank a written claim on or before (45 days beyond the final bid validity period).

We undertake to pay the Mission up to the above amount upon receipt of its first written demand, without the Mission having to substantiate its demand, provided that in its demand the Mission will note that the amount claimed by it is due owing to the occurrence of one or all of the above conditions, specifying the occurred condition or conditions.

The Bank Guarantee will remain in force up to and including (i.e., 45 days beyond the final bid validity period), and any demand in respect thereof should reach the Bank not later than the above date.

This Bank further agrees that the claims if any against this Bank Guarantee shall be enforceable at our Branch office at.....

Place:

SEAL	Code No.	Signature
Name of Bank		
Address		
Date		

Note:

1. Bidder should ensure that the seal and Code No. of the signatory is put by the Bankers, before submission of BG.
2. Stamp paper is required for the BG issued by the Banks located in India.

Annex-K: GUIDELINES FOR ATTESTATION OF DOCUMENTS

The Mission/Post also perform notarial functions like attestation of academic certificates, diplomas, marriage, and birth certificates issued in India, power of attorney and other such documents executed by Indian citizens in India and UAE. The document to be attested must be presented in original with a photocopy and signed before the Consular Officer, who will verify and satisfy himself about the identity of the executant/deponent from his/her passport. The original passport and a photocopy to be presented for this purpose.

The Government of the UAE requires all certificates, professional or academic, emanating from India to be attested by the Mission/Post for further attestation by the Government of the UAE before grant of UAE Visa.

All certificates submitted to Mission/Post in UAE for attestation should, therefore, be got first attested in India.
