

**EMBASSY OF INDIA  
Tiergartenstr. 17  
10785 Berlin**

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**REQUEST FOR PROPOSAL (RFP)**

**for the**

**Outsourcing of CPV Services**

**at**

**Embassy of India, Berlin,**

**Consulate General of India, Munich,**

**Consulate General of India, Frankfurt,**

**&**

**Consulate General of India, Hamburg**

*in the Federal Republic of Germany*

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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/PCC/Surrender Certificate (Renunciation of Indian Citizenship)/Global Entry Program (GEP) Verification/Miscellaneous Attestation related support services (hereinafter referred to as '**CPV Services**') for the Embassy of India, Berlin (hereinafter referred to as '**Mission**') and Consulate(s) General of India, Munich, Frankfurt and Hamburg (hereinafter referred to as '**Post(s)**') in accordance with this RFP. The proposal shall 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 proposal of the bidding company may form part of the final contractual documentation if the bidding company is invited by the Mission to enter into an Agreement. The selected company should sign the Contract in the form of an Agreement within 10 (ten) 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 Agreement will be valid for a period of three years from the date of signing of the Agreement. There shall be a review of operations after each completed year. At the end of the three-year period, the Mission/Posts may at its discretion extend the Agreement, with the approval of the Ministry, for a maximum period of two years, on the same terms and conditions, with the mutual consent of both the Mission and the Outsourcing Service Provider (hereinafter referred to as **OSP**). In the event of an extension of the Agreement, all Bank Guarantees including Performance Bank Guarantee (PBG) shall also be renewed by OSP for its validity for the extended period of the Agreement plus six months. No request/claim for any hike in the approved rates would be entertained under any circumstances during the period/extended period of the Agreement. Hence, the rates should be quoted with this provision in mind.

2. The Mission/Post reserves the right to terminate the Agreement if during the review process, it is found by the Mission/Posts that the services rendered by the Outsourcing Service Provider (OSP) did not meet the standards of quality and efficiency of the services expected of the OSP as per the Agreement and RFP. Full services at the Indian Consular Application Centres (**ICACs**) shall commence within two months of signing of the Agreement or within such time as may be specified by the Mission & Posts. All the ICACs shall be opened simultaneously. Outsourcing operations may be started only after the Mission/Posts convey in writing their satisfaction on the arrangements made by the OSP. 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 / Penalties.

3. The Agreement shall be based on the terms and conditions stated in this RFP. The Agreement inter alia include provisions for the OSP 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 OSP 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 similar unprecedented emergency situation which may affect normal working conditions during which the OSP would be required to provide minimum specified services as per the requirement of the Mission/Posts and as may be permissible under the applicable State laws, termination of Agreement and the consequences of termination.

4. In the event of implementation of a 'Visa-Free' regime mutually agreed to between the Government of India and the Government of the Federal Republic of Germany (FRG), the Mission & Posts will not have any liability to compensate the OSP. In the event of implementation of e-Tourist Visa Scheme or any other liberalized visa regime after the floating of the RFP or during the period of Agreement, the Government of India/Mission/Posts will not, in any way responsible and shall not have liability to compensate the OSP.

5. In the event of rollout of chip enabled e-Passport services by the Ministry, the OSP shall be responsible for enrolment and capture of ten-finger and facial biometric data of the applicants, as prescribed by the Indian Mission/Posts. In that case the Mission & Posts in coordination with the NIC, will provide necessary biometric capturing software for the purpose while the hardware shall be the responsibility of the OSP as per the standards prescribed by Govt's National Informatics Centre (NIC). No request/claim for any hardware and its installation would be entertained under any circumstances during the period of contract. Hence the rates should be quoted with this provision in mind. The OSP shall coordinate with the Mission/Posts and NIC or any other agency authorized by the Ministry to put in place seamless procedures for this purpose.

6. The objective of this RFP is to select an appropriately qualified and adequately experienced service provider to act as the OSP to enter into an Agreement with the Embassy of India, Berlin, to provide CPV services at Mission/Post(s).

7. 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 of Govt. of India, Central Vigilance Commission, New Delhi and the Ministry.

8. The OSP so identified on behalf of the Mission/Post, shall have the responsibility for the following broad functions:-

i. Distribute, collect and scrutinize the Consular/Passport/Visa/OCI/PCC/Surrender Certificate (Renunciation of Indian Citizenship)/GEP Verification/Miscellaneous Attestation applications, (hereinafter also referred to as "CPV applications") as prescribed, along with supporting documents and fees from the applicants;

ii. Submit the CPV applications and other related documents in original as well as in electronic format, at the Mission/Post on a daily basis by the quickest and safest means, and deposit the fees collected on behalf of Mission/Post the same day at the bank designated by the respective Mission/Post; If the fees could not be deposited in the designated Bank the same day on account of banking hours, it shall be deposited the next day in the first hour of opening of the Bank.

iii. Digitization/ Indexation of CPV applications forms along with enclosures, capturing of biographic data and photograph and transfer the data electronically to Mission/Post. This data duly indexed shall also be provided in CD/DVD or any other reliable storage format to the Mission/Posts for efficient search and retrieval purposes.

iv. In respect of CPV Applications, the OSP shall create meta files and an attachment/sub-file for enclosures. This must be done in coordination with the Mission/Post(s), NIC and GPSP team to install an appropriate procedure for search and retrieval purposes of CPV Applications as the case may be;

v. Strictly adhere to data and information security standards as set by Mission/Post, NIC and GPSP team and to implement the modifications in the standards/procedures 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 OSP is confidential and must not be disclosed or shared to any third party without the consent of the Mission/Post.

vi. On-time collection of all required documents and passports from the Mission/Post(s) after the CPV applications have been processed or disposed of;

vii. Handing over document(s) back to applicants at the counter of the Indian Consular Application Centre (ICAC) or by other secure and fast means, as approved by Mission/Post.

viii. Maintenance of an information desk/service to answer enquiries over the telephone, e-mail, message, etc., and distribute printed instructions/guidelines, as the case may be; and

ix. Scheduling of personal interviews of the applicants at the Consular Wing of the Mission/Post(s), if required.

9. The Mission/Post handled approximately **1,35,431** no. of services/transactions during the three-year period from Jan-2021 to Dec-2023, equivalent to **181** transactions/services per working day, assuming **250** working days in a year. The details are given below\*. This is only an estimate and there may be an increase or decrease in this number due to evolving demand and changes in policy, rules and regulations of either the Government of India or the Government of the Federal Republic of Germany (FDR).

**\*Details of CPV Services provided during the period Jan 2021 to Dec 2023**

**Embassy of India, Berlin**

Sl. No.	Services Provided	Jan-Dec 2021	Jan-Dec 2022	Jan-Dec 2023
1	Misc Consular Services	2003	2517	2831
2	Passport	2304	2772	3600
3	Visa	1242	1642	1777
4	OCI	311	735	558
	<b>Total</b>	<b>5860</b>	<b>7666</b>	<b>8766</b>

**Consulate General of India, Munich**

Sl. No.	Services Provided	Jan-Dec 2021	Jan-Dec 2022	Jan-Dec 2023
1	Misc Consular Services	4885	5015	6137
2	Passport	5694	5964	7359
3	Visa	2134	2278	2480
4	OCI	2130	2198	2175
	<b>Total</b>	<b>14843</b>	<b>15455</b>	<b>18151</b>

**Consulate General of India, Frankfurt**

Sl. No.	Services Provided	Jan-Dec 2021	Jan-Dec 2022	Jan-Dec 2023
1	Misc Consular Services	4257	4647	4300
2	Passport	5057	5676	6938
3	Visa	3270	4656	3720
4	OCI	1668	1931	1369
	<b>Total</b>	<b>14252</b>	<b>16910</b>	<b>16327</b>

**Consulate General of India, Hamburg**

Sl. No.	Services Provided	Jan-Dec 2021	Jan-Dec 2022	Jan-Dec 2023
1	Misc Consular Services	1672	2215	1931
2	Passport	1528	1577	1912
3	Visa	1684	1661	1288
4	OCI	541	681	511
	<b>Total</b>	<b>5425</b>	<b>6134</b>	<b>5642</b>

**Total CPV Services / Fee collected provided during the period Jan 2021 to Dec 2023**

Sl. No	Mission / Post	Jan-Dec 2021	Jan-Dec 2022	Jan-Dec 2023	Total	No. Of Service/ Transactions per day
1.	EOI Berlin	5860	7666	8766	22292	30
2.	CGI, Munich	14843	15455	18151	48449	65
3.	CGI, Frankfurt	14252	16910	16327	47489	63
4.	CGI, Hamburg	5425	6134	5642	17201	23
	<b>Grand Total</b>	<b>40380</b>	<b>46165</b>	<b>48886</b>	<b>135431</b>	<b>181</b>

10. The Mission wishes to engage a single OSP to collect CPV applications, with the applicable fees, along with prescribed documents for processing the applications as

specified by the Mission/Post(s) from the applicant to be received in person as well as by mail/courier on its behalf, deliver them to the Mission/Post and subsequently return the processed documents/passports to the applicants securely and expeditiously.

11. The OSP shall establish **04** Indian Consular Application Centres (ICACs) for CPV Services as specified in **Section 1(A) (xi) of Chapter VII** under the jurisdiction of Mission/Post in (1) Berlin, (2) Frankfurt, (3) Munich and (4) Hamburg, in well-connected commercial complexes with ample parking facilities for applicants, in prime locations. The OSP shall at its own cost install CCTV at the ICAC premises with live feed to the concerned Mission/Post for regular monitoring purposes. In addition, Service Desks at Dresden (for EOI Berlin), Stuttgart (for CGI Munich), Dusseldorf (for CGI Frankfurt) and Hannover (for CGI Hamburg) would be required to be operated by the OSP twice a month at a convenient location, on days mutually fixed with the Mission and respective Posts.

12. The Mission & Posts may need to increase or decrease the number of ICACs, if deemed necessary, and accordingly, the OSP shall be required to increase or decrease the number of ICACs at no additional expenditure/charge to be borne on such account by the Ministry/Mission/Post/applicants. OSP should quote financial bid keeping in mind this aspect and OSP shall not be allowed to charge any additional cost from anyone [neither from the applicant nor from Mission/Post/Ministry].

13. The OSP shall provide courteous and efficient service at all times. The Mission/Post shall monitor the quality of service provided and impose necessary corrective measures on the OSP in terms of their contractual obligations under the Agreement and the RFP. The selected OSP shall have to furnish all Bank Guarantees (BGs) of their own without the involvement in any manner of any third party, for the amount as per indicated in this RFP.

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**CHAPTER II : BIDDING SCHEDULE AND PROCESS**

Tender No.	BERL/CONS/414/OS/2024	Date:	<b>02-Apr-2024</b>
<b>IMPORTANT DATES - Tentative</b>			
Release of Request For Proposal (RFP)	2 <sup>nd</sup> April, 2024 (Tuesday)		
Last date for Submission of Written Questions by Bidding Companies	12 <sup>th</sup> April, 2024 (Monday)		
*Pre- Bid Conference	22 <sup>nd</sup> April, 2024 (Monday)		
Response to Written Queries & queries raised in the pre-bid conference	1 <sup>st</sup> May, 2024 (Wednesday)		
Issue of Corrigendum, if any	6 <sup>th</sup> May, 2024 (Monday)		
Last Date for Submission of bids	30 <sup>th</sup> May, 2024 (Thursday)		
Date of opening of the Technical Bids	7 <sup>th</sup> June, 2024 (Friday)		
Announcement of results of Technical Bids	25 <sup>th</sup> June, 2024 (Tuesday)		
*Date of opening the Financial Bids	26 <sup>th</sup> June, 2024 (Wednesday)		
Announcement of results of Financial Bids	27 <sup>th</sup> June 2024 (Thursday)		
*Award of Contract	28 <sup>th</sup> June, 2024 (Friday) (Tentative)		

\*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 from bidding companies and the Mission's response:** All queries from the Bidding Companies relating to this RFP must be submitted by email only exclusively to email id: <[hoc.berlin@mea.gov.in](mailto:hoc.berlin@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 without indicating the name of the enquiring companies. All email communications by Bidding companies to the Mission should be addressed to email id: <[hoc.berlin@mea.gov.in](mailto:hoc.berlin@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 the 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, Berlin, at email ID: [hoc.berlin@mea.gov.in](mailto:hoc.berlin@mea.gov.in).

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### **CHAPTER III: INSTRUCTIONS TO BIDDERS**

- (i) The Bidding Company must carefully read and go through the entire RFP.
- (ii) The bidding companies must provide to all the information sought 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 information sought in the RFP are not clearly and adequately responded to. The decision of the Embassy of India, Berlin (Mission) in this regard shall be final and binding.
- (iii) The Organization profile (Annex-I) in soft copy, as required in Chapter IV must be sent immediately to the Mission at [hoc.berlin@mea.gov.in](mailto:hoc.berlin@mea.gov.in) for onward transmission to the Ministry of External Affairs, New Delhi without waiting for tender finalization for pre-verification of security purposes. [Bidding companies not cleared from security angle as decided by the Ministry of External Affairs, New Delhi (hereinafter referred to as 'Ministry/MEA') in this tender or award of contract will be disqualified/rejected at any stage before or after the signing of the Agreement.
- (iv) In case the Bidding Company decides to bid with a local Partner, the Organisation Profile should be submitted for that local Partner Company too. The details of the partnership arrangement proposed should also be provided. The requirements of local partner and Joint Venture (JV) are provided in Chapter VI: JOINT VENTURE.
- (v) Bidding companies not fulfilling the Mandatory Eligibility Criteria (Annex-D) shall be disqualified.
- (vi) Bidding companies having outstanding penalties levied by the Indian Mission/Post as per the provisions of the Agreement payable to Missions/Posts/MEA, shall not be considered.
- (vii) Bidding companies not obtaining **70%** marks in the evaluation of Technical Bid (Annex-E) will not be considered for the Financial Bid stage.
- (viii) 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 the concerned bidder shall be disqualified.
- (ix) For this RFP, the term 'Bidding Company' should be taken to also include joint ventures of a maximum of two companies.
- (x) Companies/Firms registered outside India are eligible to participate in the bidding process.
- (xi) The bidding company must deposit the Bid Security Deposit (EMD) and the requisite Bank Guarantees (BGs) mentioned in this RFP on its own without the involvement of any third party in any manner. Bank Guarantees or any other form of guarantees will not be accepted, from any third party on its behalf.
- (xii) Earnest Money Deposit (EMD) and other Bank Guarantees (BGs) as mentioned in this RFP can be furnished through SWIFT (including e-Bank Guarantee), as per Annexures-

G and J, as per prevailing instructions of the Government of India. Bank Guarantees (BGs) issued by a nationalised bank in India/any of the Commercial Banks or Schedule-A Private Sector banks that are listed on NSE/BSE or any foreign bank scheduled/accredited by the Central Bank of that country (Federal Republic of Germany) are acceptable. Registered micro and small enterprises (MSEs) (as defined by the Ministry of Micro and Small Enterprises, GoI) are exempt from furnishing Earnest Money Deposit (EMD)

xiii) The offers/bids must be sent in separate sealed covers *super scribed* in bold letters: 'Outsourcing of CPV Services 2024 for Embassy of India, Berlin, (Separate envelopes for 'Technical Bid', 'Financial Bid', 'EMD' amount and the CD/DVD in both .docx & .pdf formats must be placed in a secure larger envelope/box) addressed to the Head of Chancery, Embassy of India, Berlin, so as to reach the Embassy of India, Berlin, Tiergartenstr 17, 10785, Berlin (Germany) latest by 30<sup>th</sup> May, 2024 2100 hrs (IST) [1730 hrs (Local Time)] on 30<sup>th</sup> May, 2024. All the Technical Bids shall be opened simultaneously on 7<sup>th</sup> June, 2024 at 1530 hrs (IST) [1200 hrs (Local Time)] on 7<sup>th</sup> June, 2024. The decision of the Embassy of India, Berlin on the pre-qualification of the bidders shall be final.

(xiv) The following guidelines shall be applicable in respect of this RFP:

a. The Mission/Post reserves the right to reject any bid on the basis of security considerations at any stage in the tender process.

b. The Mission/Post 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/Post 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 Agreement arising from this RFP, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to resolve the same as per the provisions of Chapter XII: Dispute Settlement mechanism amicably.

g. Any dispute between the OSP and the local partner is the responsibility of the Service Provider only and shall be settled accordingly and the Mission shall not be responsible for the same in any manner. However, in case of any problem arising out of such dispute

affecting the outsourcing of CPV services, the OSP shall be responsible in accordance with the provisions contained in this RFP.

h. While submitting a proposal in response to RFP, the Bidding Company will be deemed to have understood this RFP along with Annex A-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 negotiation with the Mission.

i. In submitting a proposal to the Mission, the Bidding Company shall be deemed to be fully informed and to have accepted the terms and conditions outlined in this Request for Proposal and that all commitments as per RFP and its Annex A-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.

k. The Mission/Post 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 the award of the Contract/any Agreement being signed, without assigning any reasons.

l. The Mission/Post 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 commercially unviable as that 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/Post 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. In such circumstances, the Mission may, at its discretion, extend the deadline for receipt of bids.

n. The Mission/Post 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 as given in the RFP and seek clarifications if any regarding requirements in the RFP and for the Mission to clearly assess the capabilities of the Service Provider.

o. Bidders are required to make a Presentation at the time of evaluation of Technical Bids as per the date and time fixed by the Mission/Post. 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, the details on the proposals for managing risks and contingencies, the 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~~ will be maintained and how the performance targets will be met.

Details of the resources expected to be used, the number of counters to be put and the number of staff to be employed on each counter for providing the CPV Services. A step-by-step Plan for ICAC rollout must be presented. Any additional information that the Bidding Company thinks would be useful in support of its proposal should be spelt out in its Plan.

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

(xvi) The Bidding Company/OSP shall not offer, give or agree to give, directly or indirectly, to any person in the Ministry/Missions 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/OSP also shall not resort to any act of threat, promise, inducement, or intimidation against the officers of the Ministry/Missions for not agreeing to any particular request/demand either during the tender process or during the period of the Agreements.

(xvii) If any violation is committed by the Bidding Company/OSP in this regard, the Ministry/Post shall be entitled to disqualify the Bidding Company or terminate the Agreement with immediate effect by giving written notice to the Bidding Company or OSP. In that event, the Earnest Money Deposit or the Bank Guarantee for premature termination of the Contract will be encashed by the Mission and the Bidding Company/OSP will be banned for five years from participating in future tenders of the Ministry and all its Missions/Posts abroad.

(xviii) The OSP shall be responsible for the consequences arising out of such termination.

## **DETERMINATION OF SERVICE FEE**

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

a. The Mission will not pay for the services rendered by the OSP. The OSP will charge a Service Fee equal to the contract price per application, denominated in local currency [Euro(€)], from the applicant. The Service fee per application should be quoted, as per the Financial Bid format (**Annex-C**) and shall be inclusive of all local taxes (VAT/GST, etc.) as applicable in the **Federal Republic of Germany**. It is the responsibility of the OSP to pay applicable taxes to the concerned Governmental authorities.

b. Reasonability/viability of the amount quoted by the bidder for each component in the financial bid (**Annex C**) will be examined based on the viability of the proposal and in case the 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 bidding company quotes NIL or abnormally low charges/consideration, the bid shall be treated as unresponsive and will not be considered. The decision taken by the Mission with the concurrence of the Ministry in this regard shall be final and binding.

c. OSP 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 the Local Government. No separate charges for this purpose will be allowed.

d. During the tenure of the contract, there shall be NO revision in the 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 E-visa Scheme. The government of India reserves the right to further liberalise the visa regime. There shall be no compensation against any such instance when the number of CPV applications gets reduced in the country and one or all ICAS is bound to be closed or relocated due to any unforeseen circumstances/situation.

## **DETERMINATION OF CHARGES FOR OPTIONAL SERVICES**

(xx) 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 all local taxes (VAT/GST, etc.) as applicable in the Federal Republic of Germany. It is the responsibility of the Service Provider to pay applicable taxes to the concerned Governmental authorities.

b. The Bidding companies must 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 Service Provider and shield from the after-effects of any underbidding of Service Fees. The OSP should provide only those OSs as per the list and prices approved by Mission in the RFP and shall provide OSs on the basis of a written request by the applicant and should not refuse any OS listed or charge more than the approved rates otherwise it shall lead to the imposition of penalties as indicated in Chapter XI: Service Level Penalties. The introduction of any new OS will be subject to the prior written authorization of the Mission/Ministry 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 Annexure C.

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#### **CHAPTER IV: PRE-VERIFICATION**

i) The Bidding Company is requested to fill up the Organisational Profile (Annexure-I) appended at the end of this RFP and send it to the Embassy of India, Berlin (Mission) at [<hoc.berlin@mea.gov.in>](mailto:hoc.berlin@mea.gov.in), immediately without waiting for the submission of bid for security verification purposes. The details should be sent only electronically to the Embassy of India, Berlin for onward transmission to the Ministry of External Affairs, New Delhi for pre-verification purposes. In case the Bidding Company decides to bid with a local Partner, the Organisational Profile should be submitted for that company too. The details of the partnership arrangement proposed should also be provided.

ii) If during the tender process any adverse report on account of security or involvement of the Bidding Company in illegal or unlawful activity or pending criminal investigation/charges against the bidding company comes to the notice of the Ministry, the Bidding Company shall be disqualified from the tender process without assigning any reason.

iii) If such information comes to the notice of the Ministry after the contract is awarded and the Agreement is signed, the Ministry shall terminate the Agreement. If such information is not disclosed by the OSP/Bidding Company during the tender process, the OSP shall be debarred for three years from taking part in any tenders floated by the Ministry/Missions/Posts abroad and shall also be liable for any other consequences in accordance with the RFP.

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## **CHAPTER V: MANDATORY ELIGIBILITY CRITERIA**

1. The bidder must meet the following mandatory conditions:
  - (i) The Bidding Company must have sound financial credentials of their own without the involvement or help from a third party in the form of financial resources such as subsidies and must also have at least 3 (three) years' experience during the last five-year period (**Jan'2019 – Dec'2023**), in 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 100 applications per working day. Verifiable details of experience of operating such centres must be provided

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 the five-year period. Verifiable details of such experience must be provided.

Or

7 (Seven) years' experience in the tourism travel industry which has arranged tours for at least 150,000 travelers during the last 3 years (Jan 2021 to Dec 2023). Details of all such tours arranged should be provided. Verifiable details of such experience must 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, clearly mentioning the required experience parameters, must be provided. No specific format is prescribed.

- (ii) The Bidding Company must have a minimum net worth equivalent to US\$ Five 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. In addition, 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 must 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 **average** annual turnover of the Bidding Company during the last three years (Jan 2021-Dec 2023) must be at least US\$ 5,00,000 (five hundred thousand) excluding any subsidy or financial help in any manner received from the local govt. or entity or organization or NGO. The Bidding Company shall provide audited information certified by an external auditing agency to substantiate the claim of its turnover. In the case of joint ventures, information must be provided for both the partners of the joint venture and a copy of their joint venture agreement.

- (iv) The Bidding Company must certify that the company and its subsidiaries/partners and their directors are not accused or convicted or involved in any criminal investigation or any unlawful or illegal activity including but not limited to corruption, money laundering, human trafficking, anti-Indian activities, tax evasion, financial fraud, corporate malpractices, etc. The bidder must certify that it has no outstanding criminal or civil liabilities in 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, criminal as well as civil in the past five years against the company or its directors and their outcome as well as present cases pending litigation in Indian and foreign courts pertaining to services based on which the bidding company claims to become eligible to take part in the present tender process.
- (vi) Bidding Company must provide the details of any notices received as well as penalties imposed on it and contracts terminated in the last 10 years while handling the consular work of any Indian Missions/Post(s) abroad. The details of penalties paid shall also be provided.
- (vii) The Bidding Company must certify that the key personnel proposed for ICAC have not been accused or convicted of any criminal offence including on charges of money laundering, bribery, corruption or fraud.
- (viii) 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.
- (ix) The Bidding Company must certify that it or any of its directors has not been accused or convicted for, or involved in any criminal case including money laundering, bribery, corruption, fraud or tax evasion.
- (x) The Bidding Company must provide certification that its operations are compliant with local labour laws and the relevant tax regime and shall continue to be compliant with such regime.
- (xi) The Bidding Company must 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 at the time of submitting Technical and Financial Bids.
- (xii) The Bidding Company must deposit an **Earnest Money Deposit (EMD)** for an amount **Euro(€) 60,000 (sixty thousand)** (equivalent to 5% of the tender value) in the form of Bank Guarantees (BGs) drawn in favour of Embassy of India, Berlin (as per Proforma at Annexure-J). [*Tender value is the average annual service fee of last three-year period i.e. Jan 2021-Dec 2023, multiplied by total period of contract (three 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 the announcement of results of Technical Bids, except in the case of the selected bidding company whose Earnest Money Deposit (EMD) deposit shall be retained till it has provided Bank Guarantees (BGs)

as indicated under Chapter X: Bank Guarantees (BGs) of this document.

- (xiii) EMD/BG can be furnished in the form of Embassy BG through SWIFT (including e-Bank Guarantee) in favour of Embassy of India, Berlin (Annexure-G and J). 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 of repute is acceptable. According public procurement policy of Gol, registered Micro and Small Enterprises (MSEs) (as defined by Ministry of Micro and Small Enterprises, Gol) are exempt from payment of Earnest Money Deposit (EMD). The Bidding Company should submit the amounts on its own without any involvement of any third party. Any BG provided by a third party on its behalf is not acceptable.
- (xiv) The Bidding Company should confirm that they have the capacity to handle higher volumes of CPV applications as per the requirement of the Mission and Posts.
- (xv) The Bidding Company must give its response to all items in Annex-D.
- (xvi) The Bidding Company and in case of a Joint Venture, each partner company, shall disclose its share-holding financial interest in any other company entity providing/handling citizen-centric services across the globe, including, but not limited to visa, passport, attestation, travel or any other citizen-centric services.

**Note:** The Bidding Company must provide all required information/documents specifically required as per RFP and the same must be submitted along with the Technical/Financial bids. In the absence of the information/documents as mandatorily required in RFP, the Technical/Financial bids submitted by the Bidding Company shall be liable to be summarily rejected. No further/subsequent information or document shall be entertained after the closing date of the submission of bids/tender.

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## CHAPTER VI: JOINT VENTURE/CONSORTIUM

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, the type of JV, including a copy of the Agreement, must be provided. The maximum number of partners in JV should not be more than two and the lead member of the JV/consortium should meet at least 75% and other member should meet at least 50% of criteria of Annual Turnover and Net Worth criteria as mentioned in paras 1(ii) and (iii) in Chapter V: Mandatory Eligibility Criteria. The lead member should also meet the conditions mentioned in para 1(i) in Chapter V: Mandatory Eligibility Criteria. A change in partner will not be approved after the closure of the tender or during the period of the Agreement. However, in special circumstances, the Ministry has the discretion to allow a change of partner subject to certain conditions on the basis of recommendation from the Mission. If the change Joint Venture local partner is not approved by the Ministry, the Service Provider should work either with the previous Joint Venture partner or independently. No member of consortium should have incurred losses during the last two-years (i.e., 2022 and 2023)

(b) A local partner in a Joint Venture is a company that 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.

(c) 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.

(d) The Bidding Company and its subsidiaries are not allowed to bid separately for the same tender. A declaration/certificate to this effect must be given by the Bidding Company.

(e) The concept of 'Sponsor' (Passive partner) is not acceptable unless the sponsor also qualifies as per criteria laid down for a local partner.

(f) 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.

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## **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 OSP is required to create and maintain a website providing information to the general public about all CPV services provided by the OSP through Mission / Posts in the Federal Republic of Germany. The website shall be created by OSP 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 provide all the information and guidelines for the submission of different types of application forms for availing of CPV services. It shall include web links of Govt. of India for submission of online application forms, checklists for submission of application forms, basic information, and a list of Frequently Asked Questions (FAQs), about each CPV service outsourced to OSP.

(iii) The website shall clearly display steps for submission of applications for different types of CPV services in the text as well as in graphics for better understanding of the applicants. This may include all the steps beginning with the enrolment/registration to the final submission of the application at the Indian Consular Application Center (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 Service Provider 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 OSP shall not capture any data/information from the applicant on/through its website.

(vi) The website shall offer ease of navigation with complete adherence and compliance to W3C (World Wide Web Consortium) standards.

(vii) The website shall be compatible for proper display on mobile devices.

(viii) The website of the OSP 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 directly related to outsourcing operations, including but not limited to promotions, campaigns, advertisements etc.

(x) Service Dashboard: To enable the Mission/Post(s) to monitor application process, the OSP 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. The Mission/Post shall have the real-time access to this dashboard for effective monitoring of ICACs.

(xi) Indian Consular Application Center (ICAC): The OSP is required to set up an Indian Consular Application Center (ICAC) as specified in the following table under the jurisdiction of Mission/Post at prominent/prime locations in well-connected commercial complexes with ample parking facilities for applicants. The OSP should provide specific location of ICAC with parking facilities and proximity to the Mission/Post of the proposed ICAC. Details of parking facilities and distance to the Mission/Post are to be mentioned in clear terms. The ICAC should be rented, equipped and operated by the OSP and no outsourcing of these facilities to a facility provider shall be permitted. OSP should also note that any deviation in this regard would attract deduction of marks in the Technical bid assessment. 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 waiting people, space for smooth movement of incoming and outgoing visitors, separate exit/entry to ensure smooth flow of people, etc. The OSP should provide a layout plan of the proposed ICAC including the Premium Lounge. Marks shall be deducted if full layout plan of the ICAC corresponding to the ICAC site is not provided along with separate dimensions of the Premium Lounge. At all times OSP shall facilitate the availability of appointment slots for submission of application within SEVEN working days. The OSP shall ensure a turnaround time of not more than 30 minutes for each application processed at the ICACs. The Embassy of India, Berlin / Consulate(s) General of India, Munich, Frankfurt & Hamburg may need to increase or decrease the number of ICACs, if deemed necessary, and the OSP shall be required to increase or decrease number of ICACs at no additional expenditure/charge to be borne on such account by GoI/Mission/Post/applicants:

Sl. No.	Location of ICAC	Minimum No. of Counters	Minimum Area of ICAC in Sq Ft	Minimum Staff * Required
1.	Berlin	02	800	07 Nos. 01 Country Manager 01 ICAC Manager 02 Counter Staff 01 Premium Lounge 01 Security / Usher 01 Messenger
2.	Munich	03	800	08 Nos. 01 ICAC Manager 04 Counter Staff 01 Premium Lounge 01 Security/ Usher 01 Messenger
3.	Frankfurt	03	800	07 Nos. 01 ICAC Manager 03 Counter Staff 01 Premium Lounge 01 Security/ Usher Staff 01 Messenger
4.	Hamburg	02	600	06 Nos. 01 ICAC Manager 02 Counter Staff 01 Premium Lounge 01 Security/ Usher 01 Messenger

Apart from the Minimum staff strength mentioned in the above table, the OSP must provide Minimum 01 (one) No. each of dedicated Back Office Staff at each of the ICAC, to coordinate with the Mission/Post(s) for the smooth functioning of ICACs.

\* The OSP should appoint staff as per the minimum number and the structure mentioned in the RFP. No deviations are permitted regarding reducing the strength or the structure. Each ICAC should have one 'usher' who would inspect the applications and guide the applicants to appropriate counters. The OSP should be aware of the minimum wage structure in the Federal Republic of Germany while calculating the bid amount.

Bids with the number of staff / submission counters less than the prescribed minimum shall be summarily rejected as unresponsive.

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

(xii) The Indian Consular Application Centre (ICAC) should display prominently the details of CPV services offered along with the fee schedule, including services fees of OSP and Optional Services offered by OSP and their charges.

(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 be finalized in consultation with the Mission/Post and shall also be displayed in the public area of ICAC.

(xv) All the contact details (phone numbers, email ids, etc.) of OSP related to the delivery of CPV services must be prominently displayed in the public area of ICAC.

(xvi) The OSP shall in the ICAC, display the details of the service level matrix along with penalties as provided in the Chapter XI of the RFP

(xvii) A monthly compliance report of all the above items with respect to ICAC must be sent to the Missions/Posts, with pictures depicting such displays.

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

(i) The OSP is required to accept applications for the following services:

- (a) Passport
- (b) Visa
- (c) OCI
- (d) PCC
- (e) Surrender Certificate (Renunciation of Indian Citizenship)
- (f) Misc. Consular Services viz., Certificate of Birth
- (g) Miscellaneous Attestation Services
- (h) Any other service prescribed by the Mission.

(ii) The OSP shall compile uniform checklists for each of the CPV services applicable at all ICACs in the Federal Republic of Germany, in consultation with the Mission and Post(s). 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) Service Provider shall Accept CPV applications, together with, fee, including Indian Community Welfare Fund (ICWF), Service Provider's service fee, optional fee (as per the approved rate by the Mission) and supporting documents as prescribed by the Mission/Post from the applicant as approved by the Mission.

(iv) The OSP shall be responsible for the correctness of the factual information 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) **Submission of applications:** Application may be submitted at ICAC, in person/through a representative or by postal means.

(vi) **Application in person/through representative:** Upon receipt of application, the OSP shall

- (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) ensure the availability of prescribed fee;
- (d) The application complete in all respect shall be accepted by OSP and a payment receipt issued to the applicant as prescribed in sub-para D below [CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED: sub-para D. 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 OSP's office.
- (e) The OSP shall verify such original documents enclosed with the application which are not required to be sent to Mission/Post(s). A certification marking on the photocopy of the original document "Original Seen and Returned" / "OSR" is to be made by the Service Provider'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(s) has asked for the same.
- (f) In case of any deficiency in the application, the applicant should be informed, as appropriate, through email, SMS, status tracking portal, etc., on the same day the application has been examined with details of deficiency and action to be taken by the applicant for completion of the application. Such incomplete applications may be retained by OSP for a period of twenty-one working days to enable corrections and rectify deficiencies by applicants. Once the deficiencies have been rectified, the Service Provider should submit the completed documents to Mission/Post at the latest within a period of ten working days, 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 Service Provider should return the incomplete documents to the applicant along with refund of the Gol 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 OSP 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.

- (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 monthly basis failing which penalty as per provisions of the RFP shall be levied.
- (vii) **Postal applications:** The applications received by Post/ Courier should be registered/brought into the main system on the same day of receipt at SP's office. The OSP 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) Ensure availability of prescribed fee;
  - (d) The application complete in all respect shall be processed by OSP and a payment receipt issued to the applicant as prescribed in sub-para D below [CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED: sub-para D. Issue of bar-coded receipt for applicants]. A second copy of the same payment receipt is to be attached with the application. The application may be forwarded to the Mission/Post on the same day or the next working day after necessary processing and entries in the Service Portal at SP's office.
  - (e) The OSP shall verify such original documents enclosed with the application which are not required to be sent to Mission/Post(s). A certification marking on the photocopy of the original document "Original Seen and Returned"/"OSR" is to be made by the Service Provider's official followed by signature and date. After verification, the original document is to be retained by Service Provider at ICAC and to be returned to the applicant, except in those cases where Mission/Post(s) has asked for the same.
  - (f) In case of any deficiency in the application, the applicant should be informed, as appropriate, through email, SMS, status tracking portal, etc., on the same day the application has been examined with details of deficiency and action to be taken by the applicant for completion of the application. Such incomplete applications may be retained by OSP for a period of twenty-one working days to enable corrections and rectify deficiencies by applicants. Once the deficiencies have been rectified, the Service Provider should submit the completed documents to Mission/Post at the latest within a period of ten working days, 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 Service Provider should return the incomplete documents to the applicant along with refund of the Gol 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 OSP 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.
  - (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 monthly basis failing which penalty as per provisions of the RFP shall be levied.

(viii) The OSP should mandatorily provide 4 SMS updates for the applications received in person at ICAC, as also for Postal/ courier applications (i) Receipt of application in the ICAC, (ii) Despatch of documents to the Mission, (iii) Receipt of documents in the ICAC from Mission and (iv) Intimation of despatch to applicant by Post / courier or intimation to applicant to collect in person. All this information should also be uploaded to the website tracking system on a real-time basis.

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

(x) Appointment System:

a) The OSP shall provide a transparent, efficient, simple and accessible online appointment system for submission of the CPV applications. The OSP should ensure and facilitate the availability of appointment slots for submission within 07 (Seven) working days. Delay in appointments will invite penalty as explained under Chapter XI: Service level Metrics / Penalty.

b) The OSP shall also maintain a maximum turnaround time of 30 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. The OSP should mention a practical turnaround time (TAT) with clear explanations regarding time taken at each stage of the submission process of an application/applicant from the token entry to payment receipt generation.

c) The OSP 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.

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.

d) The OSP 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.

e) The OSP 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) The OSP should have special arrangements to deal with emergency calls outside office hours and on holidays to coordinate with the Mission/Post. The OSP should also have arrangements to provide emergency CPV services outside office hours as well as on weekends/holidays: modalities in this regard will need to be worked out in coordination with the Mission.

(xii) **Enquiry and Grievance Redressal mechanism**

(a) The OSP 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.

(b) The OSP can charge normal call charges only after five minutes of call.

(c) Special higher call charges are not permitted.

(d) No caller should be made to wait for more than three minutes and waiting time shall not be chargeable. The OSP should quote the realistic call waiting time in their bids and any unrealistically low call waiting time (e.g. it cannot be zero) quotations would attract negative marking during technical evaluation.

(e) The telephone enquiries shall be attended to from 9 AM to 8 PM on all working days.

(f) An automatic answering system shall be functional outside the above period including holidays.

(g) The OSP shall ensure that all emergency cases are attended immediately and guided properly, wherever required, the Mission/Post shall be informed immediately.

(h) The OSP shall operate an efficient and prompt e-mail system where a response is provided within 24 hours (or 48 hours if a clarification from the Mission is required).

(i) The OSP 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.

(j) The OSP 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.

(k) The OSP 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.

(l) The OSP 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 OSP shall act on all complaints/grievances raised within one working day.

(m) 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 OSP.

(xiii) **Smart Queue Management System (SQM):** The OSP shall establish an integrated Smart Queue Management System (SQM) in all ICAC to limit the turnaround time to 30 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 OSP 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 OSP shall:

(i) Accept fees in all manners of payment generally used in (the Federal Republic of Germany) including credit cards and debit cards and online payment facilities except personal/Company / traveller's cheques.

(ii) The OSP shall collect bank/agency charges for such transactions from the applicants on an actual basis. The OSP 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 OSP 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 OSP.

(iv) Any bank charges levied on such transactions will not be borne by the Mission.

- (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 Service Provider 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, OSP must be able to establish it in a transparent manner and beyond any doubt. Any violation on this may be penalised by 10 times higher than the maximum penalty amount assigned for any violation.
- (viii) Guidelines regarding refund of Service Fees and Optional Service (OS) charges of the Outsourced Service Provider (OSP):
  - i) Service Fees and Optional Service (OS) charges of the OSP are refundable when services have not been availed by the applicant with due prior notice to the OSP;
  - ii) Service Fees and Optional Service (OS) charges of the OSP 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;
  - iii) Service Fees and Optional Service (OS) charges of the OSP are non-refundable when services have been availed by the applicant;
  - iv) Refunds shall be subject to the local laws in the country where the services are being provided to the applicant including tax laws such as GST/VAT/similar such indirect taxes;
  - v) Cases for which refund could not be made due to local laws or tax laws, etc. shall be exempted; and
  - vi) 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 OSP 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) For applicant opting for postal/courier services, receipts shall be sent to such applicants via email/any other means approved by the Mission.
- (iii) On receipt of an application, the Service Provider 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
    - (f) Mode of Application Submission

## 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 Service Provider)
- (d) Taxes (if any)

**Total (II)=**

- (e) Optional Service OS) charges-(payable to the Service Provider)
- (f) Taxes (if any)

**Total (III)=**

- (g) Bank/agency charges applicable (payable to the Service Provider)

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

- h) Date and time of payment:

(iv) The OSP shall issue one receipt for all payments received from the applicant per application and there should not be any missing serial number. No handwritten receipt or miscellaneous receipt should be issued by the Service Provider.

(v) The OSP 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.

(vi) The OSP 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 OSP 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 Federal Republic of Germany. 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 Service Provider shall be provided to the Government of India Auditors whenever required.

(ix) The OSP should open a separate Bank Account for the outsourcing operations and share the details of the Bank Account opened to the Mission concerned before the start of outsourcing operations.

(x) The OSP should provide details of daily bank transactions from the ICACs 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 for audit purposes.

(xi) The OSP shall provide details to Mission/Post(s) of all the amount collected by it through all the means (cash, DD, Bank Draft, Online payment) every day (by close of business), every week (by each Monday) and every month (by 1<sup>st</sup> 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. OSP should reconcile the account details with Mission/Post on daily basis.

(xii) The duration of records to be maintained by OSP after the service is completed should not exceed one month unless specifically requested by the Mission.

(xiii) The OSP should ensure that the data has been transferred correctly and the same has been digitized and indexed and stored as per the requirements of the Mission.

(xiv) The OSP 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 SLA Penalty Metrics).

(xv) The OSP shall maintain proper accounts of all amounts / fees received for each sub-head.

#### **E. Transfer of amounts to Mission's account**

(i) The OSP 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 OSP's Service fee, Optional Services' (OS) fee, bank / agency charges will be retained by the Service Provider. The details of all fees including fees retained by the Service Provider must be provided to the Mission / Posts on daily basis through the manifest of applications sent by the Service Provider.

(iii) Any delay in the transfer of money to Mission's/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 Service Provider immediately. Any delay in payment of such penalties, after the issue of Notice by the Mission, 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 OSP after the initial processing of the application at their end shall send the original applications with enclosures to the Mission/Post(s) 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.

(ii) The following two documents mentioning details of applications must also be enclosed while handing over the applications:

(a) Manifest of applications indicating (i) File No. (ii) Name of the applicant, (iii) Passport No. (iv) Service applied for (v) Date of submission of application by applicant (vi) Mode of Application Submission (vii) Date of handing over of application in EOI/CGI (viii) Fee collected with all break up i.e., Consular Fee, ICWF charges, Service Fee, all types of OS fee, bank / agency charges and other charges, if any (ix) Date of payment 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, OCI, PCC, Surrender Certificate, etc.) mentioning details of all the applications of a particular consular service separately, separately for different mode of application submission.

(iii) The Statement should be sent by email to the Mission/Post(s) simultaneously.

(iv) Handing / Taking over the applications and passports will take place at the premises of the Mission.

(v) The documents should be transported by a dedicated van of the Service Provider in locked containers along with the staff of the Service Provider and security personnel as required. The keys to the containers should be available only in the ICACs and Mission 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 Service provider 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 / Posts, the OSP shall

(a) Send an email and SMS 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; alternatively, if opted for postal service, dispatch the document(s)/passport(s) to applicant in a secure manner on the same day (or the next

working day in case of delayed receipt). The security and timely delivery/dispatch of documents will be the responsibility of the OSP 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 the OSP'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 OSP and Courier.

(ii) The OSP 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 OSP shall provide a detailed outgoing/dispatch manifest to Mission/Post(s) through email about dispatch/handing over of documents/passports after disposal of the CPV 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) OSP shall ensure a reliable quality control system that maintains continuous monitoring and ensuring of service standards. The OSP shall have ISO-9001-2008 certification for quality management; ISO-27001-2013 certification for IT related services (to be submitted along with the tender documents) and ISO-23026-2015 for website quality certification (to be submitted within three months from the date of awarding of the Contract or before the starting of outsourcing operations whichever is earlier. The certification shall be upgraded to the latest version as and when available. Any other procedures for privacy and protection of data shall be implemented as per local or Government of India procedures, whichever is higher in grading, and as prescribed by Mission. It will be the responsibility of the OSP to ensure full compliance accordingly. Any delay in implementing the website security certification shall be brought to the notice of the Mission/Post(s) concerned while taking responsibility by the OSP for the safety and security of the data being handled.

(ii) The OSP must implement an internal Quality Assurance Program to monitor, maintain, and enhance service, which should include internal reviews and assessments of the OSP's performance, including Quality and accuracy of services; Quality and accuracy of services to Applicants; and Compliance to the Contract.

(iii) Audits Performed by the selected OSP:

(a) The OSP 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) concerned 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 OSP in consultation with Ministry and Mission/Post(s) concerned shall make necessary rectifications to correct the deficiencies to improve the functioning of the ICAC.
- (d) The OSP shall make necessary improvements to the functioning of the ICAC as pointed out by the Mission/Post(s) concerned from time to time.

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

- (i) The OSP shall be required to work on the IVFRT, CONSPROM, GPSP and other such platforms of the Government of India or any other centralised platform for CPV services if introduced. Detailed guidelines/procedures in this regard shall be intimated to the OSP at the time of introduction of any such centralized platform.
- (ii) The OSP shall install prescribed applications, software and hardware for processing of the CPV applications viz., IVFRT, 'CONSPROM', GPSP and other such software / applications prescribed by the Government of India from time to time for processing of the CPV applications. The OSP 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 CPV applications.
- (iii) The OSP 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 OSP 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 OSP.
- (vi) Those applications which are submitted by applicants directly at the Indian Mission will be handed over with supporting documents/enclosures to OSP and shall be scanned/ digitized/ indexed to link with the visa application on IVFRT. Such process shall be completed within three working days of handing over the documents to the SP. In case of delay, penalty as indicated in Chapter XI shall be levied. OSP should quote financial bid keeping in mind this aspect and OSP will not be allowed to charge any service fee [either from applicant or Mission/Post/Ministry].
- (vii) The OSP shall deploy a local server with the approval of the Mission/Post(s) 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**

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 OSP. The OSP shall scrutinize the application forms, passport and enclosures and send them to the Mission/Post concerned as per standing instructions. Any short comings in the documentation should be pointed out to the applicant and rectified before dispatch to the Indian Mission/Post.

The OSP is responsible for capturing ten-finger and facial biometric data of the applicants (as prescribed by the Mission) and linking it with the respective CPV application.

Detailed guidelines for capturing biometrics for Visa applications are prescribed in Annex-B. The biometrics for Visa applications may be transmitted to Mission/Posts electronically along with the case file of the applicant to enable the Mission/Posts to upload them on the IVFRT platform. The Government of India will provide software for this purpose. Enrolment of facial biometrics as per the Indian e-Governance standards is available on <http://egovstandards.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 OSP 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 Indian Mission/Posts.

(iii) The OSP 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 OSP.

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

#### **L. Issuance of OCI CARDS [Overseas Citizen of India Card]**

i. The applications for OCI cards are to be filled online by the applicants and supporting documents required as proof of their Indian origin etc. are to be uploaded by the applicants on the portal.

ii. The OSP shall be responsible to collect the application along with enclosures and send the same to the Mission. The OSP 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 OSP.

iii. The Mission concerned shall issue appropriate instructions to OSP for verification of documents. The documents shall be sent to the Mission concerned as per their standing instructions for further action.

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

#### **M. Biometric capturing**

(i) The OSP is responsible for capturing ten-finger and facial biometric data of the applicants (as prescribed by the Mission) and linking it with the respective CPV application.

(ii) The enrolment of biometric details of the applicants shall be as per the guidelines of the Ministry/Mission issued from time to time. The OSP shall coordinate with the Mission/Post and Gol'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 OSP is responsible for timely Digitisation/Indexation of the entire consular, passport and visa (CPV) application forms along with enclosures, as per the parameters prescribed in Annex A, within seven (07) calendar days from the date of handing over of processed application to the Service Provider.

(ii) The data pertaining to Visa (including regular (paper) 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 (*It is pertinent to mention that DVDs containing digitized data regarding Misc. Consular Services documents, should be retained in Missions/Posts concerned and there is no need to send DVDs to CPV Division, Ministry of External Affairs*).

(iii) With respect to digitization of passport and related passport services applications, it is stated that Mission/Posts in the Federal Republic of Germany are integrated into GPSP system. Digitization is done at the time of online submission of application. OSP in such Missions/Posts are required to scan and upload the supportive documents during the application submission process itself. The GPSP application system has provision for the OSP to send the supportive documents along with the Meta Data through the web interface developed for the OSPs, through which they are currently uploading the applicant's Meta Data into the GPSP system.

(iv) Those Consular/Passport/OCI/Visa/Misc Service applications which are submitted directly at Mission/Post(s) will be handed over with supporting

documents/enclosures to OSP and shall be scanned/digitized/indexed within three working days of handing over of documents to the OSP. In case of delay, penalty as indicated in Chapter XI shall be levied. OSP should quote financial bid keeping in mind this aspect and OSP 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 OSP. This additional cost will be in addition to the penalties imposed on the OSP for the delay in the digitization of the application as indicated in Chapter XI Ministry/Missions/Posts shall not bear any cost towards storage of these applications by the OSP, if required.

(vi) At the time of commencement of the contract, the OSP 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 periodically, on a weekly basis, and submitted 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 centralised system. The OSP 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 OSP 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 digitised files must be equal. For any reason, the files in the serial number could not be digitised, such files must be included in a separate DVD for identification and tallying purposes.

(viii) The OSP shall create metadata files and PDF files as per parameters indicated in Annex-A, to enable efficient linking to the case files and digitization / indexation of documents.

(ix) There is a backlog of digitization of records of about 16,000 (sixteen thousand) applications at Consulate General of India, **Munich**, 70,000 (seventy thousand) records at Consulate General of India, **Hamburg** and 3,200 (three thousand two hundred) records at Embassy of India, **Berlin**. Each application contains approximately ten pages. The OSP shall digitize this data and provide it to CGI, Munich, CGI, Hamburg and EOI Berlin, respectively. The OSP should include this digitization component of work in its offer at no extra payment.

**O. Contingency Plan** The OSP shall have in place an adequate contingency plan, in consultation with and with the approval of the Mission/Posts concerned (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 OSP 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/Posts 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 OSP shall make arrangements for the issuance of tokens to the applicants at the time of their entry into the ICAC.

iv. The ICAC shall have sufficient space, subject to the minimum prescribed, in terms of waiting area, 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 30 minutes for an applicant. In case of delay, penalty as indicated in Chapter XI shall be levied.

vi. The staff in the ICAC must be fluent in the 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 39/48 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).

Working days per week	:	6 days (Monday to Saturday)
Minimum submission hours per day*	:	6½ Hours
Minimum working 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/heating keeping in mind the inclement weather conditions in the Federal Republic of Germany.

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' 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 ICAC must have the infrastructure/facilities like ramp/lift/wheel chair for facilitating the entry of differently-abled applicants. There shall be a **dedicated official** for assisting the differently-abled applicants.

xiii. The notice board displaying the details of services provided by the OSP for processing of CPV 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.

xiv. The OSP shall provide a CSAT at each counters of ICACs, which is integrated to the appointment system, and an interactive blog, in the format indicated by the Mission, as part of the website linked to the Mission website, so that it can be seen by all

**Q. Opening of ICACs (Indian Consular Application Centres) during weekends/holidays:** The OSP may be required with prior written authorization/instructions from Mission/Post to open ICACs during weekends/holidays to facilitate submissions by applicants, at no additional cost to the Government of India/Mission. There will be no separate charges allowed for this purpose. OSP should quote financial bid keeping in mind that fee quoted by the OSP in financial bid would be treated as final and the OSP will not be allowed to charge any additional cost from anyone [either from applicant or Mission/Post/Ministry] on all the services rendered by the OSP during weekends or holidays.

**R.** In case Mission/Post requires OSP'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(s). The OSP will be required to deploy the personnel with PoS (Point of Sale) machines, etc., if needed by Mission/Post(s). The OSP should quote financial bid keeping in mind this aspect and the OSP will not be allowed to charge any additional cost from anyone [either from applicant or Mission/Post/Ministry].

**S.** The OSP will be required to provide **24x7 helpline**, maintenance of minimum manpower for backend coordination, etc. for providing various types of CPV services to growing Indian diaspora. The OSP should quote financial bid keeping in mind this aspect and OSP will not be allowed to charge any additional cost from anyone [either from applicant or Mission/Post]

**T. Consular Camps:** The OSP may be required by the Mission/Post to organize Consular Camps at any location within the consular jurisdiction of Mission/Post(s) at no additional cost to the Government of India/Mission/Post or applicants. OSP will be required to provide services, including scrutiny of applications for consular/Passport/ Visa/ OCI/ PCC/ Surrender Certificate (Renunciation of Indian Citizenship) / GEP Verification/Miscellaneous Attestation etc. and acceptance of fees. Same Service Fee should be levied on applicants. No additional service charge will be paid to the OSP. These camps are to be organized in cities other than the location of the Centres. The OSP should quote financial bid keeping in mind this aspect and OSP will not be allowed to charge any additional cost from anyone [either from applicant or Mission/Post/Ministry].

## **2. OPERATIONAL SYSTEMS AND INFRASTRUCTURE:**

The OSP shall provide the following for each ICAC:

- a. Complete details of personnel, including their qualifications and experience, to be deployed in the ICACs shall be sent to Mission/Post for pre-verification purposes for seeking the approval of the Mission/Posts concerned.
- b. Persons not cleared by the Mission/Posts shall not be appointed in the ICAC. Such persons shall not be retained / appointed subsequent to objections by the Mission/Post(s).

- 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 at least one year's experience in related area of work for non-managerial staff and at least five years' experience in related area of work for Managerial personnel.
- d. The staff of the ICAC shall have an appropriate visa / work permit as per local regulations.
- e. OSP should put in place effective systems and processes to train staff who can explain and carry out clearly and accurately the application process and documentation required. The Mission/Post(s) shall conduct random checks to ensure quality standards.
- f. An IT system which will allow the Service Provider's consular, passport and visa service network access to any centrally based appointment system. The IT service provided must be in accordance with standards prescribed by an officially accredited agency of the host country, wherever stipulated.
- g. The ability to computerize operations related to data capture and scanning/digitizing/indexing of applications and photographs on behalf of the Mission.
- h. The ability to computerize operations related to the accounting of fee collection. The OSP should introduce IVFRT, GPSP, 'CONSPROM' and other application/software as and when required by the Mission.
- i. The ability to computerize operations related to the tracking of passport movement 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. 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 OSP is required to make available a live hunting CCTV feed online (IP based) to the Mission pertaining to the visitors and counters area, for monitoring by the Mission. Penalties, as specified in Chapter XI, will be levied for failure to do so.
- k. The OSP 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 a CPV application. This fee will be collected by the OSP 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(s) or any audit team of the Government of India.
- l. The OSP will ensure that the total turnaround time for applications of Passport/ Visa/OCI/PCC/Surrender Certificate (Renunciation of Indian Citizenship)/GEP Verification/

Miscellaneous Attestation services will not be more than 30 minutes (or lower as offered in the Technical Bid). Machine-generated tickets should be given to applicants, indicating the date and time of entry at the ICAC and also the time of completion of the submission process, so that the total turnaround time can be reliably documented.

m. The OSP shall not receive any payments from the Mission, for setting up these ICACs, nor for providing services for CPV applicants.

n. The Mission shall entertain no claim for expenses or liability for loss of passports or documents. The OSP shall indemnify the Mission in the event of any claim made by any applicant on any account e.g. loss of passports or documents and it shall be the Service Provider's responsibility to compensate applicants if such losses occur. In case of any loss of documents/passport, penalty as indicated in Chapter XI shall be levied.

**o. Information in the Website on India Consular Application Centers (ICACs):**

- In addition to the requirements mentioned in this Chapter in Section A, the OSP 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 OSP 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. OSP 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 etc. (<http://stqc.gov.in>).
- Guidelines as to how to apply for CPV services, complete with relevant guidance must be indicated on the website. 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 of them known as GOI fees) besides the Service Fee of the OSP and charges for Optional Services (OS) as approved by the Mission. This information shall be available on the website of the OSP through a hyperlink to the website of the Mission. No other service shall be provided by the OSP without the prior written approval of the Ministry.
- The details of GOI fee (for various services), ICWF charges, Service Fee of the OSP and Optional Services charges shall be easily and transparently available on the website for members of the public without the necessity of providing individual applicant/visitor's details to access the information.
- 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 OSP shall be updated within 12 hours from notification by the Mission concerned.
- The ICAC shall prominently display the Service Level Metrics / Penalties on the OSP's website for information to the applicants.
- The ICACs shall prominently display the details of arrangements to be made by the OSP for providing CPV services, including in respect of emergency services outside the office hours as well as on weekends/holidays.

### 3. OPTIONAL SERVICES (OSs)

The Optional Services (OSs) are meant to facilitate the applicants seeking certain services at the ICAC. The OSP should provide only those OSs as per the list and prices approved by Mission in the RFP and should provide OSs on the basis of a written request by the applicant and should not refuse any OS listed or charge more than the approved rates which will lead to 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. The OSs is not a source of revenue to determine the service fee. A list of approved items of OSs is as follows:

S. No.	Name of the OS
1	Photocopying (per page)
2	Photographs (4 photographs)
3	Form filling and document upload for online registration of Passport application
4	Form filling and document upload for online submission of Visa application
5	Form filling and document upload for filling of online application submission for PCC
6	Form filling and document upload for filling of application online for Surrender Certificate (Renunciation of Indian Citizenship)
7	Form filling and document upload for filling of application online for GEP
8	Form filling and document upload for filling of application online for OCI
9	Computer with internet facility for 30 minutes
10	Printing of documents (per page side)
11	Online Registration of Birth on MHA website
12	Courier service Regular (within Province)
13	Courier service Regular (Out of Province)
14	Courier Pick up and Drop(within Province)
15	Courier Pick up and Drop (Out of Province)
16	Premium Lounge service
17	Indian CPV services @ Your doorstep within radius of 20 miles around ICACs.
18	Indian CPV services @ Your doorstep beyond a radius of 20 miles around ICACs

**Note :-**

- (i) 'Form Filling' means Form filling along with Annexures/supporting documents as per the main Passport Application Form and Visa Application Form, etc. Form Filling service charges include filling up a complete set of relevant application form(s) 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) Optional Services (OSs) can be charged on a reasonable basis subject to their sustainability and approval of the Mission. Any offer of complimentary OS has to be in letter and spirit and will be subject to scrutiny.
- (iv) At no point, OSP shall directly or indirectly force the applicants to avail any of Optional Service (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 Service Provider 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 Service Provider. Any OS which is not expressly permitted and included in the approved list will be deemed to be impermissible and unauthorised and would invite penalties as prescribed under 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/Service Provider should indicate that 'Optional Services' (OSs) are purely optional. Any charging of OSs by coercion or misleading acts will result in penalties as indicated under Chapter- XI.

**(viii) Premium Lounge Service:**

(a) Premium Lounge Service (PLS) is purely an optional service. The OSP may be required by the Mission/Post to provide an optional service (OS) titled 'Premium Lounge' service to facilitate submissions by applicants if indicated by the Mission/Post at each of the locations as per the instructions of the Mission/Post at no additional cost to the Government of India/Mission/Post. The charges of the Service provided for this optional service cannot be more than what has been quoted in the Financial Bid.

(b) At no point, OSP shall directly or indirectly force the applicants to avail the PLS. Under PLS, OSP shall provide an end-to-end personalised 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, OSP shall provide complimentary photocopying, photo-booth services, typing/form filling and form registration as per parameters specified by the Mission/Post. It also includes refreshments, automatic updates at each stage of the application process through SMS and mail and courier return of documents/passports.

(c) Key features of the Premium Lounge:

1. Spacious and plush facility
2. Professional and responsive staff
3. Dedicated helpline and email contact for convenient appointment booking
4. Personalised attention for every applicant by dedicated staff which is employed especially for PLS.
5. Quicker completion of the submission process
6. Refreshments
7. Includes SMS updates and courier return of document/passport
8. Offers convenient payment options either online or at the ICAC

(d) The proposed PLS facility shall be located in a separate physical space with a separate entrance/exit from the space earmarked for the normal applicants. PLS slots should be in addition to normal slots on a given day and the Mission/Post will fix a ceiling on the number of slots on a given day for PLS slots.

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## **CHAPTER VIII: SERVICE STANDARDS**

1. The following standards shall be ensured by the Service Provider:
  - a. The OSP 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 30 minutes and customer satisfaction is maximised.
  - b. The OSP 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 OSP should ensure strict discipline, punctuality and decorum of office amongst the staff of the ICAC.
  - c. The services provided by OSP will be regularly monitored and reviewed by the Mission/Post, on a bi-monthly basis. Any deficiencies/shortcomings in the services rendered shall be resolved by the OSP to the satisfaction of the Mission/Post/Post. If the Mission/Post is not satisfied with the response of the OSP, the Mission/Post shall have the right to impose penalties and/or terminate the agreement by giving six months' notice and the Mission shall encash the Bank Guarantee provided by the OSP for premature termination of the Agreement.
  - d. A list of service standards enforceable by the Mission and the penalties applicable in cases of default are given in Chapter XI: Service Level Metrics/Penalties.

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## **CHAPTER IX: SUPERVISORY MECHANISM**

1. **Supervisory Mechanism:** To ensure transparency and optimum performance in the functioning of the ICACs, there shall be a Monitoring Committee comprising of the Officer of the Mission/Post(s) concerned and the Manager of ICACs who shall meet on a weekly basis 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.

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## **CHAPTER X: BANK GUARANTEES (BGs)**

1. The prospective OSP should submit the requisite irrevocable Bank Guarantees to the concerned Mission as per the format in Annex-G. The details of the three Bank Guarantees that must be submitted by the OSP at the time of signing of the Agreement are as follows:

i) The OSP shall provide a **Bank Guarantee** in [**Euro(€)**] for the Government funds held by OSP temporarily, after collection from applicants, and for the safety of documents, fixed at 5 days of daily Government revenue for the Mission/Posts for providing CPV services, as applicable (based on the average of the past two years). Any violation may lead to the imposition of Penalty and encashment of BG. In case of repeated defaults, the Mission reserves the right to terminate the Agreement.

ii) The OSP shall provide a **Performance Bank Guarantee (PBG)** in [**Euro(€)**] fixed @**9%** of the contract value; contract value is equal to the Service Fee quoted by L1 multiplied by the number of CPV applications anticipated for the three years' contract period as given Part-III of Annexure C: Financial Bid (To be calculated as per L1). The PBG should be valid for the entire period of the Agreement plus six months beyond the expiry of the Agreement period, for settlement of penalties due as explained under the section on 'Penalties' in the RFP and in accordance with the Agreement. This PBG shall be given in four pieces with 50%, 20%, 20% and 10% of the total value.

iii) The OSP shall provide a **Bank Guarantee** in [**Euro(€)**] 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 number of CPV services anticipated for the three years' contract period.

2. All Bank Guarantees (BGs) shall be irrevocable and shall be submitted to the concerned Mission at the time of signing of the Agreement as per the format enclosed as Annex G. All the Bank Guarantees shall be valid for the entire period of the Agreement plus six months after the expiry of the Agreement. Whenever the Agreement is extended, all the Bank Guarantees shall also 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 Agreement, the OSP shall continue to extend the BGs 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 extension of the BG is the sole responsibility of the OSP and if any delay or unwillingness on the part of OSP is noticed, the Mission has the right to encash the Bank Guarantee.

3. Any delay in submission of Bank Guarantees will lead to a delay in signing the Agreement. After signing of the Agreement, the prospective OSP will shall be fully responsible for making ICACs operational as required in the Agreement RPF. The OSP shall be responsible for any delay in starting the outsourcing operations and resulting in consequent penalties financial liabilities.

4. The Mission can invoke any or all of these Bank Guarantees depending on the extent and the severity of the violation of the terms of the Agreement/RFP. For the extended period of the Agreement 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. The Bank Guarantees can be encashed if the penalties imposed by the Mission for not adhering to the provisions of the Agreement / RFP and the same are not paid in time by the OSP. The Mission has the discretion to determine the period of penalties and penalty amount to be paid taking into account the explanation given by the SP.

5. The OSP will effect and maintain insurance sufficient to cover its obligations under the Agreement, properties of the ICAC, staff obligations etc., for the respective buildings of the ICACs for the Mission/Post(s) 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/SLA, termination of Agreement, Forfeiture of Bank Guarantee provided for Premature Termination of Agreement and barring of the OSP from participation in future tender processes of the Ministry/Missions/Posts abroad, as deemed appropriate by the Ministry/Mission.

6. The amount of Bank Guarantees shall be as per the provisions of this RFP. Any reduction in the Bank Guarantee due to invocation of any Bank Guarantee(s) on account of penalties imposed shall be recouped within a period of two weeks. Additional penalties will be applicable for any default on this account, as indicated in Chapter XI.

7. The Bid Security Deposit/Earnest Money 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. Bank Guarantees (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 that country are acceptable. MSEs (as defined by Ministry of Micro and Small Enterprises, GoI) are exempt from furnishing Bid Security Deposit (EMD).

8. The validity of EMD and all BGs, including PBG will be governed by the relevant clauses of the RFP.

9. The bidding company shall 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.

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**CHAPTER XI: SERVICE LEVEL METRICES / 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 OSP by the Ministry/Mission. For violation of any terms and conditions of the Agreement, unless otherwise specified, the OSP shall be liable for a penalty, if two warnings given to the OSP remain unheeded, @ [Euro] €200 for the first time of such violation, €500 for the second violation, €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 Indian Mission locally by way of deposit to the Bank Account of the Mission concerned.

(iii) A Show-Cause Notice will be served upon the OSP by Mission/Post giving an opportunity to the OSP seeking explanation within 5 working days from the date of receipt of such Notice. In case, the explanation submitted by the OSP is not satisfactory, then the penalty will be imposed and the same will be communicated to the OSP. The OSP shall be required to deposit the penalty amount in the Mission within a period of seven working days from the date of receipt of such communication.

(iv) In case, penalties are not paid within 7 working days from the date of receipt of written communication from the Mission, 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.

(v) In the event of non-payment of penalties for a period exceeding four weeks, the Mission/Post shall have the right to terminate the agreement and recover the penalty by encashing the Bank Guarantees as appropriate and ban the company for five years from participating in future tenders of the Ministry.

(vi) Details of the quantum of the penalty with regard to 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 per Chapter VII: Scope of Work and Deliverables Required.	The OSP agrees to share the details of the Bank Account opened to the Mission concerned before the start of outsourcing operations.	For any violation, the OSP shall be liable to pay €500 per day for the delay, starting from Day 1 of commencement of operations.
2	Procedure for issue of Receipts	The OSP 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 OSP 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(s) concerned	OSP 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(s) concerned on the same day or in exceptional circumstances with prior notice to the Mission/Post(s) concerned, on the next working day.	For any violation, the OSP shall be liable to pay a penalty equivalent to 0.5% of the un-deposited amount multiplied by the number of days of delay.
4	Bounced Cheque / failed transaction	The OSP agrees to ensure that there shall not be any case of bounced cheque/ failed transaction while transferring the amounts to the bank account of the Mission/Post(s) concerned.	For any violation, the OSP shall be liable to pay a penalty of €500 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 €1000 per incidence or 20% of the value of the cheque / transaction whichever is higher.
5	Loss/ Damage of Passports/ documents	The OSP agrees to be responsible for the loss/damage of passports/ documents in his/ her custody and during transmission between ICAC and Mission/ Applicant.	For any violation, the OSP shall be liable to pay a penalty of €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 OSP.
6	Delay in submitting the completed application forms along with documents to the Mission	The OSP agrees to be responsible for sending the application forms along with documents received from the applicants to the Mission/Post(s) as per the schedule fixed by the Mission/Post(s) concerned	For any violation, the OSP shall be liable to pay a penalty equal to the Service Fee charged by the OSP multiplied by the number of days of delay, starting from the day a completed application along with documents was submitted.
7	Delay in returning passport/documents to applicants by OSP after having been received from the Mission	The OSP agrees to be responsible for returning the passports/ documents received from the Mission to the applicants on the same/ next working day.	For any violation, the OSP shall be liable to pay a penalty equivalent to the Service Fee multiplied by the number of days of delay up to a maximum penalty of €1000 in each case.
8	Postal/ Courier applications	The OSP shall be responsible for bringing all postal/ courier applications into the main tracking system on the day of their	For any violation, the OSP shall be liable to pay a penalty equivalent to the service fee

		<p>receipt. Postal applications after scrutiny shall be transmitted to the Mission on the next working day of receipt at the latest.</p> <p>The OSP agrees to provide a daily statement of details of postal/ courier applications received, indicating the tracking number, date/ time of receipt (verifiable from the tracking number) and the date/ time of despatch to the Mission.</p>	<p>multiplied by the number of days of delay.</p> <p>Any delay in providing a daily statement of such details will invite a penalty of €25 for each day of delay</p>
9	Scanning / Digitisation and Indexation of documents	<p>Mission/Posts in the Federal Republic of Germany are integrated into GPSP system. Digitization is done at the time of online submission of application.</p> <p>In respect of regular (paper) visa and consular documents, scanning/ digitization and indexation will be done by the Service Provider. This process should be completed within <u>07 calendar days</u> from the date of handing over of processed application to OSP.</p> <p>Those applications which are submitted by applicants directly at the Indian Mission/Post will be handed over with supporting documents/enclosures to OSP and shall be scanned/ digitized/ indexed to link with the visa application on IVFRT. Such process shall be completed within three working days of handing over the documents to the SP.</p>	<p>Any delay beyond this time frame will entail <u>penalty @ 1% of the Service Fee of the service rendered by the OSP, per application multiplied by number of days of delay.</u> Any delay attributable to the OSP beyond three months would lead to forfeiture of Bank Guarantees (BGs) and termination of Contract.</p>
10	Provision of Optional Services	<p>The OSP shall be responsible for ensuring that Optional Services are not forced on the applicants through coercion or misleading information.</p> <p>OSP also understands that offering any unsolicited and unapproved Optional Service or overcharging for any service in the approved list is not permissible.</p> <p>The OSP shall be responsible for providing Optional Services in respect of each Mission as mentioned in the RFP.</p>	<p>For any violation, the OSP shall be liable to pay a penalty equivalent to the amount charged from the applicant for the optional service in each instance plus also pay a penalty of €200 to the Mission/Post for each such incident.</p> <p>Failure of OSP to provide Optional Services is not permissible and would lead to a penalty of €100 per service per week till the time such service(s) is instituted.</p>
11	Collection of unauthorized amounts from the applicants	<p>The OSP agrees to provide access to the Bank Statement of the designated Bank Account and its Statement of Daily Cash</p>	<p>If any unauthorized amount is found to be credited to the account or collected directly or</p>

		Collection to the Mission/Post(s) concerned.	indirectly from the applicant, the OSP shall be liable to pay a penalty equivalent to double the unauthorized amount collected or €1000 whichever is higher, in each such case.
12	Short Collection of Fee	Any collection of fee short of the prescribed fee on any occasion shall be paid by the Service provider prior to raising the invoice for the said month/quarter as in case may be	If the service provider fails to pay the shortage of collection within the prescribed time (month) before raising invoice, an amount of 5 times the shortage of amount shall be levied to the Service Provider Ref: Assume the OSP has collected €2 lesser than the prescribed fee from 5 applicants. The total €10 should be paid by the OSP to the Mission/Post prior to raising the invoice. If the OSP fails to do so, an amount of €10x5 = €50 shall be levied as penalty.
13	Opening of ICACs as per schedule	The OSP 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 OSP, 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 €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 OSP from future tenders of the Ministry.
14	Working Hours of India Consular Application Centre (ICAC)	The OSP shall ensure that there shall be 48 working hours per week and 39 working hours for submission / collection of applications at each ICAC unless working hours are changed by the Mission in consultation with the OSP.	Any violation may lead to a penalty of €500 per day, unless commuted or decided otherwise by the Mission concerned in special circumstances.
15	Location of the ICAC	The OSP 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(s) 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 €100 per day up to a maximum of two months to rectify the situation, failing which, the

			Ministry reserves the right to terminate the Contract, encashing the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes at the discretion of the Ministry.
16	Size of the ICAC	The OSP 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 OSP within a period of 30 days. Failing which, a penalty of €300 per day for the next 30 days will be levied. Any delay beyond this period of 60 days will result in levying of penalty at the rate of €600 per day.
17	No. of Counters and Staff at ICAC.	The OSP agrees to ensure that the number of counters and Staff at each ICAC shall be as given in RFP OR approved by the Mission/Post(s) concerned and that each counter shall, at all times, be manned by staff with appropriate qualifications. In case, a staff member is on leave, a substitute shall be provided and the Mission shall be kept informed.	Any discrepancies on this account, unless specifically approved by the Mission/Post concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of €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 €2000 per day.
18	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 OSP shall also ensure that a Country Manager responsible for operations of all the ICACs in the country concerned is appointed as Head of the ICACs.	Any violation would lead to a penalty of €200 per week till the matter is rectified.  A part of the week will be taken as a full week.
19	Overall Turnaround time at the ICAC	The OSP agrees to ensure that the overall processing time for a CPV Service at the ICAC shall not exceed 30 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(s) concerned on a daily basis.	Violation between 10% to 20% of cases per day shall entail a penalty equivalent to 50% of the Service Fee collected by the OSP 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 €100

			per day till the submission of the same.
20	Waiting time at the call centre for telephonic queries	<p>The OSP agrees to ensure that the telephonic queries shall be responded to from 9 A.M. to 8 P.M. on all working days with updated information on a real-time basis. Waiting time shall not exceed 3 minutes.</p> <p>A daily log indicating the waiting time and the handling time for each call shall be provided to the Mission/Post(s) concerned on a daily basis.</p>	<p>Cases of call drops and delays in answering calls exceeding the agreed time by 20% of the total number of calls, shall attract a penalty equivalent to €2 per delayed call.</p> <p>Non submission of daily log may lead to a penalty of €100 per day till the submission.</p>
21	Email queries	<p>The OSP agrees to ensure that all email queries shall be answered within 24 hours, except in the case of queries that require consultation with the Mission, where they shall be answered in 48 hours.</p> <p>OSP agrees to provide a weekly log of details of emails received and answered.</p>	<p>Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) shall attract penalties equivalent to €2 per delayed response.</p> <p>Non submission of weekly log may lead to a penalty of €200 per week till the submission.</p>
22	Five stage Website Tracking Mechanism for passport services. The tracking stages could be fewer than five stages for visa services as per requirement.	<p>The OSP agrees to ensure that the status of processing and movement of documents shall have the following checkpoints, to be updated on a real time basis:</p> <p>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</p>	<p>Any violation shall lead to levying of a penalty equivalent to Service Fee of the OSP for the service rendered to the applicant.</p> <p>(OSP is responsible for installing such a system that reflects real time status).</p>
23	Provision of Courteous Services to the Applicants	<p>The OSP agrees to extend courteous services to the applicants and will not allow any acts of omission/commission which will bring displeasure or unpleasantness to the applicants or bring disrepute to the Mission or Government of India.</p>	<p>Any complaints of discourteous behaviour shall lead to levying of penalty equivalent to €100 in each instance on the OSP. A written apology shall be tendered by the staff of the ICAC to the Mission concerned for discourteous behaviour.</p> <p>Violations beyond three times shall result in levying of penalty at the enhanced rate of €200 in each case. Repeated violation (beyond three) by the same staff member of OSP shall result in termination of his/her services.</p>

24	Premature Termination of Agreement	The OSP 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.
25	Acceptance of Incomplete Documents	The OSP shall be responsible to accept application forms after due scrutiny as per the checklist approved by the Mission/Post(s).	The OSP 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.
26	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.	Any violation shall lead to the levying of a penalty equivalent to €50 in each case.
27	Payment of penalties (Operational penalties)	The OSP agrees to make payment of penalties as indicated in the Request for Proposal (RFP)/Agreement and shall also make payment of additional penalties, wherever specified, for any delay in payment of penalties imposed by the Mission.	<p>In case, penalties are not paid within seven working days from the date of written communication from the Mission/Post concerned, additional penalties will be imposed on a cumulative basis @ 0.5% of the penalty amount payable per day, including holidays if reasons for such delays are not acceptable to the Mission/Post.</p> <p>In the case of non-payment of penalties for a period exceeding four weeks, Mission 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>
28	Recoupment/ Replenishment of Bank Guarantees by the OSP in the event of encashment of Bank Guarantees by the Ministry.	The OSP agrees to ensure that in the event a bank guarantee is encashed by the Ministry, the OSP shall recoup that Bank Guarantee within two weeks of its encashment.	<p>Any violation shall entail a penalty equivalent to 10% of the Bank Guarantee to be recouped per week.</p> <p>Continued non-payment/recoupment may lead to encashment of all the Bank Guarantees, termination of Contract and a ban on participation in future tender process.</p>

29	Non-availability of hunting CCTV live feed	The OSP agrees to ensure that he/she shall provide hunting CCTV live feed of the ICAC to the Mission.	Any violation shall entail a penalty equivalent to number of days of non-availability multiplied by €100.
30A	Online appointment system with live tracking	The OSP agrees to provide online appointment system with live tracking.	
30B	Smart Queue management system linked with appointment system	The OSP agrees to provide Smart Queue management (SQM) system linked with appointment system.	
30C	Access to monitoring system	The OSP agrees to provide the Mission the access to Dash Board/monitoring system.	
30D	Whatsapp bot / Chat bot	The OSP agrees to provide Whatsapp bot /Chat bot	
30 E	CSAT at ICAC	The OSP agrees to provide Customer Satisfaction Survey (CSAT) at each Counter	
31	No outsourcing/No sub-contracting of CPV services by OSP on commission or royalty or on any other basis.	The OSP agrees to ensure that he/she shall not further outsource any CPV services to any person/company or entity on commission or royalty or on any other basis. No sub-contracting is permitted.	In case of violation on this account, the Ministry has the right to terminate the Contract, encash the Bank guarantee and impose a ban on taking part in tender processes, in future.
32	Delay in submission of website certification.	The OSP agrees that he/she shall obtain and submit the requisite website certification within 3 months from the date of award of Contract.	Any delay beyond the prescribed period shall entail a penalty of €500 per day till the time the certificate is furnished to the Mission concerned.
33	Delay in submission of Insurance Policy in respect of the ICAC	The OSP shall agree that he/she obtain and 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 €500 per day till the time the Insurance is furnished to the Mission concerned.
34	Delay in submission of Third Party Audit Report	The OSP must conduct a Third Party Audit of processes and procedures of the Work on annual basis and send a report to Ministry and relevant portions to Mission concerned within one month of the completion of the annual period.  In the first year of operation, the Report for the first six month of operation shall be submitted in the next one month. Similarly, the Report for the next six months will be submitted by the end of following month. Thereafter, the yearly report shall be submitted within one month of its falling due.	Any delay beyond the prescribed period shall entail a penalty of €500 per day till the time the Report is furnished to Mission concerned.
35	Delay in submission of Bank Statements	The OSP 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 €50 per day till the time the Report is furnished to Mission concerned.

36	Adverse Security Report	Ministry reserves the right to carry out security verification of all the Board Members and Directors of the OSP. In case of joint venture or consortium, the security verification in respect of all the Board Members and Directors of such companies shall be done	In case of adverse security report, the Ministry reserves the right to take appropriate action including termination of the contract.
37	4 SMS updates for applications..	The OSP should mandatorily provide 4 SMS updates for application received in person at ICAC as well as Mission/courier applications: i) on receipt of application in the ICAC, ii) on dispatch of documents to the Mission, iii) on receipt of documents in the ICAC from the Mission, and iv) intimation of despatch to applicant by Post/courier or intimation to applicant to collect in person. 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 OSP. After five instances in a month, each case will entail penalty of €25.
38	Delay in availability of appointment at ICACs.	OSP should ensure that the appointment slots are available for submission within 07 working days.	If two warnings given to the OSP remain unheeded, violations may lead to imposition of penalty @ €200 for the first time of such violation, €500 for the second violation, €1000 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
39	Phone calls rate after the free prescribed time limit (five minutes).	Service Provider can charge <u>normal call charges</u> after the prescribed free time limit (five minutes). Special / higher call charges are not permitted.	If two warnings given to the OSP remain unheeded, violations may lead to imposition of penalty @€200 for the first time of such violation, €500 for the second violation, €1000 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.

40a	<p>Refunds towards Incomplete applications.</p> <p>Incomplete applications may be retained by OSP for a period of twenty-one working days to enable corrections and rectify deficiencies.</p>	OSP should submit the completed applications to Mission/Post at the latest within a period of ten working days.	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.
40b	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 OSP 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 OSP per application.
40c	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 €200 per week till the submission.
41	Delay in submission of monthly certification regarding personal records of applicants.	The OSP agrees to 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 €500 on monthly basis till submission of monthly certification.
42	Any other violation which is not mentioned above, including violation of charges for optional services(OSs)not listed in the approved list.	Charging for Optional Services (OSs) not listed in the approved list of OSs and any other violation not mentioned in the SLA.	If two warnings given to the OSP remain unheeded, violations may lead to imposition of penalty @ €200 for the first time of such violation, €500 for the second violation, €1000 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.

**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.

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## **CHAPTER XII: DISPUTE SETTLEMENT MECHANISM**

1. If a dispute arises out of or in connection with the obligations contained in the Agreement, or in respect of any defined legal relationship associated therewith or derived there from, the Parties shall resolve the same amicably between them. In the event the Parties are unable to resolve their dispute amicably, the following dispute resolution procedures shall apply:

i. Any dispute or grievance not resolved amicably shall be forwarded by OSP to the Monitoring Committee which shall be headed by HOM/DHC of the Mission as Chairman. The Monitoring Committee shall also include the Head of Chancery and up to two members from the Mission/Post(s) concerned, as considered necessary by the Chairman. A representative of the OSP may also be a member of the Monitoring Committee. The formation of the Monitoring Committee shall be at the discretion of the HOM/DHC. After giving an opportunity of being heard to the OSP, the Monitoring Committee shall consider the matter and give its decision thereon in writing.

ii. If the dispute is not resolved at the level of the Monitoring Committee or within three months from the date of bringing the dispute to the Monitoring Committee, whichever is earlier, the dispute may be referred to the Appellate Authority in the Ministry. The Appellate Authority shall be headed by the Secretary/Additional Secretary or their nominee not below the rank of Joint Secretary as Chairman and 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, as members.

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 OSP and its partner/local partner shall be the sole responsibility of the OSP. Similarly, any problem arising out of such a dispute that may affect the outsourcing of CPV services shall be the sole responsibility of the OSP. Ministry/Mission 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 Service Provider, which is beyond the control of the bidders, which

prevented the Parties from discharging their functions under this Agreement.

(ii) The bidder shall advise Ministry/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, MEA 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 Service Provider would be required to provide minimum specified services as per requirements of the Mission/Post and as may be permissible under the applicable State laws. However, the Ministry/Mission/Post will not have any liability to compensate the Service Provider.

#### **4. TERMINATION OF CONTRACT**

(i) Mission reserves the right to terminate the Agreement at any time by giving two months' advance notice to the OSP. 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 the Federal Republic of Germany and in such case shall have the right to encash 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 OSP will have the option to terminate the Agreement by giving 06 (six) months advance notice to the Mission and Post, with reasons for termination of, Agreement to be accepted by Mission/Post/Ministry. The Mission/ Post reserve the right to impose a financial penalty as prescribed under Chapter XI: Service Level Metrics (SLA)/Penalties; in case the OSP terminate the Agreement without providing six months termination notice.

5. In the event of implementation of a 'Visa Free' regime mutually between the Government of India and the Government of the Federal Republic of Germany, the Government of India/Mission/Post/Ministry shall not have any liability to compensate the OSP on account of any shortfall in the visa applications.

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 the Agreement, Government of India/Mission/shall not have any liability to compensate the OSP on this account.

7. In the unlikely event of a break-down of diplomatic relations between the Government of India and the Government of the Federal Republic of Germany or in the event of a serious security threat perception which may necessitate the winding up of consular operations in the country, the Mission shall terminate the Agreement at one week's notice without any liability to the Government of India / Mission/Posts.

8. Agreement once signed, cannot be surrendered by the OSP for any reason whatsoever. However the OSP has the option to terminate the Agreement as per the provisions of the Agreement/RFP.

9. If the OSP after receiving show cause on account of non-performance of its

obligations under the Agreement or the payment of penalty, surrenders the Agreement or gives notice shorter than six months for termination of the Agreement, it shall be treated as pre-mature termination of the Agreement and the Mission shall have the right to encash bank guarantee for pre-mature termination of Agreement as well as PBG as provided under chapter XI: Service Level Matrix /Penalties and may also be debarred for 3 years from participating in any tender process of the Ministry/Missions/Post abroad

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### **CHAPTER XIII: CONFIDENTIALITY AND PRIVACY LAWS**

1. i. The OSP shall ensure complete confidentiality of the information provided by the applicants; for the safe custody of all documents; and will further ensure that the information provided by the applicants is used for no other purpose than the processing of the applications in conformity with Indian and local laws. The OSP shall indemnify the Mission in the event of any leakage of such information, or loss of passports/documents, during handling of the CPV Application services by it, its staff or its assigned personnel and any consequential claim made by the applicant/applicants or any local Government authority. Every incident of loss of passports/documents shall invite a penalty of €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 OSP.
- ii. The OSP shall ensure access of authorized officials from the Mission/Post(s) to visit and inspect ICAC premises, equipments and documents.
- iii. The OSP shall ensure that its officials, staff and sub-contractors do not represent themselves as an official or agency or organ of the Mission/Post/Ministry or of the Government of India. Any violation in this regard will result in the imposition of penalties against the as provided in the RFP/SLA.
- 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 of the Ministry. All material supplied to the Ministry/Mission/Post(s) in relation to the Bidding Company's proposal becomes the property of Ministry/Mission/Post(s) and may not be returned to the Bidding Company unless requested in writing beforehand and agreed to by the Ministry.
- v. The OSP is fully responsible for the security and confidentiality of personal and biometric data of the applicants seeking services in the ICAC and must ensure strict compliance with relevant laws in operation.
- vi. The OSP is required to comply with all national laws of the country of its operation related to privacy and data security. The OSP is solely responsible for any breach/violation of the local laws in this regard and would in no way seek the involvement of the Ministry/Mission in any form, whatsoever.
- vii. The 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, 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.

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## **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, Berlin [Address: Tiergartenstr 17, 10785, Berlin, (Germany)]" 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 Earnest Money 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. Four copies of the Technical bid along with soft copy (Microsoft Word format & .pdf format) in a CD/DVD, to be enclosed.
    - (iii) **Envelop 3:** A separate closed envelope containing Financial Bid (Annex C) duly completely 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 digitisation 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 items, the price quoted shall not exceed the maximum price prescribed by the Mission in the RFP. However, the OSP 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 must contain the information required by the RFP, in original, signed by an authorized representative of the Bidding Company. Faxed or e-mailed proposals shall not be accepted.
  - (v) All the above three envelopes should be *super scribed* with titles indicated in bold letters and sealed and placed in a larger envelope, securely and *super scribed* as 'Tender Documents for Outsourcing of CPV services.
2. The proposal must be received by 1730 hours (Local Time) on 30<sup>th</sup> May, 2024. The Technical Bids will be opened on 7<sup>th</sup> June, 2024 at 1200 hours (Local Time) in the presence of the authorized representatives of the Bidding Companies (limited to one person per

bidding Company only) at the Embassy of India, Berlin, Germany.

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.berlin@mea.gov.in](mailto:hoc.berlin@mea.gov.in)> only, with the subject title: "Tender Documents for Outsourcing of CPV Services."

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## **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 Earnest Money 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).

### **2. Technical Bid Evaluation:**

a. In the first stage, only the envelopes 1 and 2 mentioned in the preceding para, containing the Bid Security Deposit 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 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 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 formed by the Mission, subsequently in the Chancery on the basis of 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, 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 Annexure E. For Detailed Scoring Criteria, refer to the Technical Evaluation Proforma in Part-III of **Annexure-E**. **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 digitisation 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).

Note 1: In respect of Optional Service (OSs) items, the price quoted shall not exceed the maximum price prescribed by the Mission in the RFP. However, the OSP can offer prices lower than the maximum prices fixed by the Mission.

Note 2: 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 Earnest Money Deposit of technically disqualified will be returned not later than thirty days from the date of finalisation 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 email.

c. Bidding companies, which have qualified in the Technical Bid stage, will be informed by email to be present on the date and time fixed by the Mission and the financial bids will be opened in their presence along with members of the Outsourcing Committee.

d. The financial bid for Service Fee in three components, namely basic service, biometric enrollment of ten-finger print 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 in regard to the viability of the Service Fee for the Service Provider to be able to provide services of the desired quality. The Financial Bids which are found to be unviable are liable to be rejected as unresponsive. Of the remaining Financial Bids which are found to be viable, the lowest evaluated Bidder (L1) will be decided on the basis of the number (rounded to two decimal place) arrived at as per the following formula:

**Lowest quotient (Q)= Sum of: [(Service Fee for Basic Service + Finger Biometric fee + Facial biometric fee) x 0.90 + (Sum of all Optional Services charges divided by total number of OSs) x 0.10]**

Note:

- (i) OS charges is sum of charges quoted by bidder for all OSs mentioned in Annexure-C.
- (ii) Service Fee is the sum of fees quoted for basic services, finger biometrics and facial biometrics.
- (iii) The value of OS is the sum of OS prices offered by the Service Provider for the Optional Services in the approved list. Since the Quotient has a component of 10% OSs, this also needs to be suitably taken into account in the overall bid.
- (iv) L1 will be determined on the basis of the lowest Q. 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, biometric charges as and when introduced and applicable and OSs rendered as per the rates offered by the bidding company in the Financial Bid.

f. The above decision will be conveyed only in the meeting of the representatives of the Bidding Companies, which have qualified for the Financial Bid stage. The date and time of the Meeting will be intimated by Mission by email. (The results of the Financial Bid will not be intimated by email at this stage).

g. During the Meeting, the names of the Companies rejected for lack of viability and the names of the Companies who have qualified in the Financial Bid stage will be announced. The weightage value of 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.

h. The weightage value of the Service Fee is only for the purpose of determination of L1. The Service Fee for the purpose of operations will be as per the price offered by the Bidding Company in the Financial Bid.

i. The award of the Contract to the winning company will also be informed by email to all the qualifying Companies in the Financial Bid stage.

j. In the case of the Bidding 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 Earnest Security Deposit (EMD) will be retained by the Mission and the Company may be banned from participation in future tender processes of the Ministry/Mission/Post abroad.

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## **CHAPTER XVI: TIMELINES AFTER AWARD OF CONTRACT**

(Bidding Company is expected to describe how it plans to fulfill the requirements mentioned in the RFP. The terms and conditions in RFP shall remain the same).

1. The OSP must ensure the following:

### **Within 10 Days - Signing of the Agreement**

a. Signing of the Agreement between the Mission and OSP - 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 14 Days of signing of the Agreement**

b. Selection/Finalization of ICAC premises and approval of the Mission for the same – within fourteen working days of the signing of the Agreement or within such time limit as may be specified by the Mission. OSP must certify and provide documentation from concerned authorities that all local regulations of the Country/State/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. 14 days after signing of the Agreement, 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 Service Provider. If not satisfied with the progress made by the Service Provider to commence the services, the Mission will have the right to terminate the Agreement and encash the Bank Guarantee (BG) provided for premature termination of the Contract. In such an event, the Agreement for the country as a whole will be awarded to any of the remaining OSP as per the discretion of the Ministry/Mission.

d. Simultaneously, personnel for ICAC must be selected, trained, and should be in place within 14 days of signing of the Agreement. The OSP must provide employee details along with their qualifications/experience, Level together with a copy of the employees contract signed with OSP.

### **Within 21 Days of signing of Agreement:**

e. Readiness of ICAC premises including installation of new hardware, new furniture, signage, etc. - within 21 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 OSP may endeavour to get their personnel trained from the outgoing OSP at the Mission concerned.

h. Full services at the Indian Consular Application Centre (ICAC) shall commence within two month of signing of the Agreement or at the earliest possible.

i. The timeline is only indicative in nature as per the proposed date of starting of operation by the selected OSP which is tentatively scheduled as (Date) and can be modified by the Mission/Ministry on the suggestion of the Mission concerned as per their administrative requirements and to meet with the deadline of the expiry of the existing Agreement or positioning of the new OSP etc.

Sl. No.	Milestone	Time for Completion
1	Signing of the Agreement between the Mission and OSP	Within 10 days of Award of contract
2	Identification & Selection of Premises	Within 14 Days of signing of the contract.
3	Parallel placement of Personnel	Within 14 Days of signing of the contract.
4	IT & Non IT Infrastructure Installation	Within 21 Days of signing of the contract.
5	Manpower trainings & handshake with previous service provider	Within 30 Days of signing of the contract.
6	Operations & implementation	Within two Months of signing of the contract.

### Delay in opening ICACs

Any delay in opening ICACs beyond the appointed date shall entail a penalty as given in Chapter XI.

The Mission 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 imposition.

The Mission/Ministry has the right to blacklist the bidding company/OSP 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 OSP.

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## **CHAPTER XVII: VALIDITY OF AGREEMENT**

1. The Agreement shall be valid for three years from the date specified by the Mission/Post. There shall be a review of performance of the OSP and the agreement after each completed year. Any shortcomings or shortfall in the performance of the OSP shall be rectified by it as per the directions of the Mission/Post. In case of continued shortcomings/non-performance, the Mission/Post reserves the right to impose penalties including the termination of the Agreement. Mission/Post may, with the approval of the Ministry, extend the Agreement if the circumstances so demand and, subject to satisfactory performance of the OSP, for a maximum period of two years, on the same terms and conditions.

2. 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 Service Provider did not meet the standards of quality and efficiency of the services expected of the OSP as per the RFP and the Agreement.

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**CHAPTER XVIII: LIST OF ANNEXES**

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

Sl. No.	Annex	Title	Page No.
1	Annex-A	Technical parameters for digitization	71
2	Annex-B	Biometric specifications	75
3	Annex-C	Financial Bid	77
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## **Annex A: Technical specifications for Digitization of Consular, Passport, Visa documents (CPV) documents**

### **1. Deliverables**

Scanning / Digitization work of relevant documents has to be carried out as part of the services rendered for the Indian 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, at the time of submission of applications to the Mission. Scanning/ Digitization work of CPV 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 by uploading on the designated server and also through DVD (as decided by the Mission). 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), 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.

### **2. Job Specifications**

The project is inclusive of jobs like all statutory levies, transportation, taking over documents, re-arranging, stapling–de stapling, scanning/ verification - validation/ Meta-data entry, handing over and finally supplying the contents in the DVD media, rebinding of the documents etc. The empanelled vendor has to scan the documents which may be in the form of loose sheets, files, 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.

#### **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, Gol 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 on the basis of any Indexing field.

- ii. Depending upon the document, the vendor may have to use OCR/ICR setups. The desired accuracy will be 99%. The accuracy shall be verified at random of at least a 1:10 ratio.
- iii. Password for the DVD needs to be communicated in writing to the respective Indian 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 Indian Mission.
- v. No hardware shall be provided by the Ministry /Indian 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.

### **3. 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 OSP 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 OSP to submit live to the central system and /or submit the same in any other form of magnetic media, as found appropriate at the time of execution of the system.
- 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 OSP should have the pages in the following order:
  - i) Receipt
  - ii) Main Application form

- iii) All supporting documents available in the file
- iv) Cropped colour photograph from the first page.

**4. 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

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.

5. 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, (.txt) 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:

- i. 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
- ii. The DVD should have a single CSV file containing metadata of all the pdf files and all meta-data should be in upper case.
- iii. Naming convention of csv file and pdf folder should be as given below:
- iv. The Mission code(4 Char)+application type(1or 2 char)\_outsourcing 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 DVD's in 2 copies to be submitted [one at Indian Mission and the other to the Ministry]. However, the OSP need to keep the complete set of data till the confirmation on uploading the data either in the Mission or in the central System but not beyond six months from the date of submission of the DVDs. The Final Data should be supported with the year-wise list of 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.

6. 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\_vendorcode\_serialnumber.

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 vender 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

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## **Annex-B: Specification for Biometric Enrolment**

### **Provisioning Implementation of Biometric Enrolment at Indian Missions**

1. Enrolment of 10 finger printers as per the format specified in annexure-“A”. It may be noted that the fingerprint enrolment 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 enrolment 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 enrolment 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 enrolment process. Enrolment software shall be provided by the Ministry.

2. Enrolment 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
1) Enrolment	4+4+2 FP Biometric Device	As specified in the STQC certified list <a href="http://www.stqc.gov.in/">http://www.stqc.gov.in/</a>

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

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

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

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

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

Notes for the bidder:

1. The biometric devices should comply to the National e- governance standards for Biometrics

<http://egovstandards.gov.in/standardsandFramework/biometric-standards/view>.

- i. SDK environment should be in Java and .net.
- ii. Extraction and Matching Algorithm should be Minex Compliant/listed
- iii. 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
- iv. SDK should be available for integrating the finger print device with the application software. During the integration of the device with our application, the vendor has to ensure technical support from the manufacturer regarding SDK as and when required.
- v. Drivers for the device should be available on Windows and/or Linux platform
- vi. High quality computer based fingerprint capture (enrolment)
- vii. 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.

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## Annex-C: Financial Bid

**This Financial Bid should be enclosed and sealed in a separate envelope super-scribed '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 Services in the Embassy of India, Berlin and Consulate(s) General of India at Munich, Frankfurt & Hamburg.

(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 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) Distance from the concerned Mission/Post
- (d) Total area of the Centre in Sq. ft.
- (e) Location of the ICACs is as per local regulations: Yes.

Note: Please provide details for each Centre separately.

### Section – B

S.No.	Parameter	Total anticipated cost in [ Euro(€) ]				Remarks By Mission (official use only)
		Monthly Expendi ture (A)	Annual Expenditure (B)	One time expenditure which can be other than Annual. Please explain separately in another sheet (C)	Total Expenditure for the entire contract period (D)	
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	Please explain here briefly				

	for Appointment Slot and Turnaround Time of the applicant in price terms				
	Counters				
	cubicles				
	office rooms				
2(b)	Cost for above				
3 (a)	Number of Server/ computers with accessories to be installed. (please specify price per item)	Please explain here briefly.			
	1. for Counters				
	2. for Office				
	3. for Public				
3 (b)	Cost for above				
4 (a)	Description of furniture (chairs/ tables etc) to be put in the Centre. (pl specify with quantity and price per item)	Please explain here briefly.			
	Office:				
	Public:				
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. (PI specify items with quantity and price)	Please explain here briefly			
	TV				
	Drinking water,				
	Facilities for OS.				
7 (b)	Cost for above				
8 (a)	Installation of online enterprise web application with modules of Smart Queue management System integrated with token vending machine, online dynamic appointment system, CSAT, online application tracking , real time feedback and grievance mechanism	Please explain here briefly.			
	Online dashboard				
	Electronic display of the applications in progress				
8(b)	Cost of above				
9 (a)	Number of phone lines and internet connections	Please explain here briefly.			
	(specify items with quantity and price per item)				
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 computerization: digitization and indexation of documents, transfer to the Mission for uploading, making copies of data in DVD (duplicate) for providing to the	Please explain here briefly.			

	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			
		Details of Executives/Staff in each category and their salary/wage including social security:			
		1.			
		2.			
		n.			
		<b>NOTE:</b> (As indicated in Para 1-A(xi) of Chapter VII: SCOPE OF WORK AND DELIVERABLES REQUIRED) (Bidder MUST indicate number of staff / employee in each category/role and their 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	Please explain briefly			

	connected with BGs				
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 updates			
		i. Receipt of documents at the ICAC			
		ii. Despatch to the Mission			
		iii. Receipt of documents from the Mission			
		iv. Intimation of despatch to applicant by Post/courier or intimation to applicant to collect in person			
21(b)	Cost for above				
22	Anticipated government fee and other local levies	Please provide the Break up			
23	Any other Miscellaneous/ incidental cost				
	Total Cost in [Euro (€)]				

- Note:**
1. The bidder shall provide explanation/justification with figures/local data for the proposed /quoted amount above.
  2. The wages/salary paid to the staff shall not be less than the minimum wages/salary under the local law.
  3. The bid which does not provide the details of the wages/salary of staff category/role -wise shall be summarily rejected.
  4. Service fee will be in [Euro (€)]

**Section- C**

**Summary of the Costing Statements**

<b><u>S.No.</u></b>	<b><u>Details of Centres</u></b>	<b><u>Anticipated Expenditure for the contract period</u></b>
1	Centre-I (Berlin)	
2	Centre-II (Munich)	
3.	Centre-III (Frankfurt)	
4.	Centre-IV (Hamburg)	
<b>Total expenditure for all the Centres :</b>		

**PART-II-A****Proforma for Service Fee and OS charges**

Name of the Bidding Company:

**Financial Bid for outsourcing of CPV Services.**

Sl. No.	Description	Amount in [Euro(€)]
a.	Basic Service fee as per deliverables included in the RFP including digitisation 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 Bidding Company quotes NIL or abnormally low charges/ consideration, the bid shall be treated as unresponsive and will not be considered. The decision taken by the Mission/Ministry in this regard shall be final.

**Note 2:** Total Service Fee quoted above shall be inclusive of all local taxes (VAT, GST etc.) as applicable in different provinces of the Federal Republic of Germany. It is the responsibility of the Service Provider to pay applicable taxes to the concerned Governmental 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 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 in [Euro(€)]	Price Offered
1	Photocopying (per page)	Euro 0.200	
2	Photographs (4 photographs)	Euro 6.00	
3	Form filling and document upload for online registration of Passport application	Euro 10.00	
4	Form filling and document upload for online submission of Visa application	Euro 10.00	
5	Form filling and document upload for filling of online application submission for PCC	Euro 10.00	
6	Form filling and document upload for filling of application online for Surrender Certificate (Renunciation of Indian Citizenship)	Euro 10.00	
7	Form filling and document upload for filling of application online for GEP	Euro 10.00	
8	Form filling and document upload for filling of application online for OCI	Euro 10.00	
9	Computer with internet facility for 30 minutes	Euro 6.00	
10	Printing of documents (per page side)	Euro 0.25	
11	Online Registration of birth on MHA website	Euro 10.00	
12	Courier Service Regular (within Province)	Euro 20.00	
13	Courier Service Regular (Out of Province)	Euro 30.00	
14	Courier Pick up and Drop (within Province)	Euro 40.00	
15	Courier Pick up and Drop (Out of Province)	Euro 50.00	
16	Premium Lounge service	Euro 100.00	
17	Indian CPV services @Your doorstep for 1-4 applicants within radius of 20 miles around ICACs.  Additional applicants at the same booking/applicant.	Euro 400.00  Euro 200.00	
18	Indian CPV services @Your doorstep Beyond a radius of 20 miles around ICACs (regardless of number of applicants) to cover costs related to travel and lodging, if necessary.	Euro 600.00	
<b>Sum of all 18 Optional Services (OSs)</b>			

**Note 1:** The price quoted for Optional Service items, should not exceed the maximum prescribed by the Mission. However, the Service Provider 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 etc.) as applicable in different provinces of the Federal Republic of Germany. It is the responsibility of the Service Provider to pay applicable taxes to the concerned Governmental authorities.

**Part III**

**Justification for Service Fee quoted**

- (a) Total estimated expenditure for all the Centres:
- (b) Profit margin (percentage) & Profit amount\*
- (c) Sum of (a) + (b):
- (d) Local taxes payable:
- (e) Sum of (c) + (d):
- (f) Total estimated Revenue= (No of anticipated CPV applications x proposed Service Fee)
  - i) No. of anticipated CPV applications for the contract period
  - ii) 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. The guiding principle of financial viability is that the Total estimated expenditure + Profit amount\* + Local taxes Payable (e) shall not exceed Total estimated revenue (f).

**Note:** The total number of CPV applications, anticipated by the bidder for the three-year contract period, on the basis of which total revenue is calculated under item (f) above, shall NOT exceed **1,62,517**. Any financial bid with the estimation of revenue, not conforming to the aforesaid condition shall not be considered and shall be summarily rejected as unresponsive.

\* Profit amount shall not be negative.

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

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**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
	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 certificates
2.	The average annual turnover of the Bidding Company during the last three years(Jan 2021- Dec 2023),should be at least US\$ 5,00,000.The Bidding Company shall provide audited information certified by an external auditing agency to substantiate its claim of a turnover based on three years, i.e., 2021 - 2023. 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 certificates
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 authorised 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 OSP 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 <u>certify</u> 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 the Federal Republic of Germany 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/OSP in the last ten years while handling the consular work of any Indian Missions/Post(s) abroad
	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. <i>The details of the proposed key personnel and their experience record must be provided.</i>
	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 CPV applications as per the requirement of the Mission and Posts.
	Response of the Bidding Company

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

## **Annex-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 numbers, 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 proposals ability to meet them through the solution proposed in the bid. The Bidding Company's method statement should precisely describe clearly how he/she will provide for each of the main requirements indicated under 'Scope of Work and Deliverables Required'. Explanations may be given under the following headings and order. Particular questions to be addressed in the Bidding Company's response are given below:
  - i. **Professional Plan**
    - a. Provide details on the Company's experience in the areas relating to this Proposal. This must be substantiated adequately by supporting documents, relevant website links, and presentation by the Bidding Company.
    - b. Provide details on the capacity for flexibility in service provision - e.g. a sudden increase in demand.
    - c. Provide details on the proposals for monitoring and evaluating services rendered.
    - d. Provide details on the proposals for innovative website design and online development.
    - e. Provide details on the proposals for managing risks and contingencies.
  - ii. **Resource Plan**
    - a. Provide details of the resources expected to be used to service the Contract, including the number of staff category/role-wise expected to be employed for providing the service. Also include an organizational chart indicating responsibilities and reporting lines in respect of this proposal.
    - b. Indicate in each case the number of Staff expected to be drawn from within the service providers' organization, staff newly recruited, and staff on part-time employment under this Contract.
    - c. Explain the plan for the training of Staff to be employed under the Contract.
    - d. Give names and positions held by Key Staff who will be responsible for the management of the contract, along with their experience in this field. Copy of the Service Contract or Appointment letter may be provided.
    - e. Provide curriculum vitae for each member of the Key Staff mentioned above.
    - f. Provide a detailed sub-contract plan, if any, within the limits permissible under the terms of this RFP. (Copies of all sub-contracts entered into by the Service Provider to implement obligations under this Agreement should be provided).
    - g. Provide a step-by-step Plan for ICAC rollout.

### iii. **Quality Plan**

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

### III. **Additional Information**

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

### **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 ( <b>Mission</b> - Berlin, <b>Posts</b> – (i) Munich, (ii) Frankfurt & (iii) Hamburg). 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.	Size of the centre (area and layout), to be specified for the respective Centres <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">S.No.</th> <th style="width: 55%;">Name of the centre</th> <th style="width: 30%;">Area Square Feet</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>n</td> <td></td> <td></td> </tr> </tbody> </table> Response of the Bidding Company	S.No.	Name of the centre	Area Square Feet	1			2			3			n		
S.No.	Name of the centre	Area Square Feet														
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4.	Number of staff category/role -wise specifying nature of work to be handled ( to be specified for the respective Centres <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">S.No.</th> <th style="width: 75%;">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>	S.No.	City	1		2		3		N						
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	<p>Number of staff offered by bidding company which should not be less than the Minimum prescribed.</p> <p>Response of the Bidding Company</p>																				
5.	<p>Number of counters specifying the work to be handled</p> <table border="1"> <thead> <tr> <th>S.No.</th> <th>Centre</th> <th>No. of counters</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>N</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>N*: Number of counters offered by bidding company which should not be less than mandatory number of counters.</p> <p>Response of the Bidding Company</p>	S.No.	Centre	No. of counters	Description	1				2				3				N			
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2																					
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6.	<p><u>Submission hours:</u> ICAC should remain open for six days a week from Monday to Saturday. Acceptance of application at the counters of ICAC should be atleast 39 hours per week and Back Office working time should be atleast 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* : 6½ Hours                  Minimum working hours per day : 8 Hours                  *Exact timings will be decided by Mission/Post(s) concerned.</p> <p>Response of the Bidding Company</p>																				
7.	<p>The appointment slot at each ICACs should be always available <u>within 07 working days</u></p> <p>- Delay in providing appointment slot within 07 days will entail penalty.</p> <p>Response of the bidding company</p>																				
8.	<p>Total turnaround time should not be more than 30 minutes from arrival to submission of application. - 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 &amp; Night and network/IP compliant with direct transmission facilities to the Mission during working hours.</p> <table border="1" data-bbox="328 304 1458 568"> <thead> <tr> <th data-bbox="328 304 488 338">S.No</th> <th data-bbox="488 304 716 338">Details</th> <th data-bbox="716 304 924 338">City</th> <th data-bbox="924 304 1163 338">City</th> <th data-bbox="1163 304 1458 338">City</th> </tr> </thead> <tbody> <tr> <td data-bbox="328 338 488 416"></td> <td data-bbox="488 338 716 416"></td> <td data-bbox="716 338 924 416">No. of security staff</td> <td data-bbox="924 338 1163 416">No. of metal detectors</td> <td data-bbox="1163 338 1458 416">No. of CCTV cameras</td> </tr> <tr> <td data-bbox="328 416 488 450">1</td> <td data-bbox="488 416 716 450"></td> <td data-bbox="716 416 924 450"></td> <td data-bbox="924 416 1163 450"></td> <td data-bbox="1163 416 1458 450"></td> </tr> <tr> <td data-bbox="328 450 488 483">2</td> <td data-bbox="488 450 716 483"></td> <td data-bbox="716 450 924 483"></td> <td data-bbox="924 450 1163 483"></td> <td data-bbox="1163 450 1458 483"></td> </tr> <tr> <td data-bbox="328 483 488 517">3</td> <td data-bbox="488 483 716 517"></td> <td data-bbox="716 483 924 517"></td> <td data-bbox="924 483 1163 517"></td> <td data-bbox="1163 483 1458 517"></td> </tr> <tr> <td data-bbox="328 517 488 568">n</td> <td data-bbox="488 517 716 568"></td> <td data-bbox="716 517 924 568"></td> <td data-bbox="924 517 1163 568"></td> <td data-bbox="1163 517 1458 568"></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.	<p>Electronic display of the progress of the applications in the centre</p> <p>Response of the Bidding Company</p>																														
15.	<p>Data security and secure transfer of data including possession of appropriate certification and full compliance with local legal regulations. Detailed explanation should be given</p> <p>Response of the Bidding Company</p>																														
16.	<p>Creation of meta data file along with sub-files for enclosed documents. Detailed explanation should be given.</p> <p>Response of the Bidding Company</p>																														
17.	<p>Hardware for capture of ten finger biometrics and facial biometrics Detailed explanation should be given.</p> <p>Response of the Bidding Company</p>																														
18.	<p>Efficient and secured system for storage and transfer of biometric data, in full compliance with local regulations. Detailed explanation should be given.</p> <p>Response of the Bidding Company</p>																														
19.	<p>Five stage Online tracking system, as specified, of the status of applications in the website. The data on the website must be uploaded on real time basis. Detailed explanation should be given.</p>																														

	<ul style="list-style-type: none"> <li>i) Acceptance of application at the ICAC,</li> <li>ii) Despatch of passport and documents to the Mission</li> <li>iii) Processing at the Mission</li> <li>iv) Receipt of documents from the Mission</li> <li>v) Ready for delivery/dispatch of documents with details</li> </ul> <p>Response of the Bidding Company</p>
<b>Facilities</b>	
20.	<p>Computerisation of operations related to data capture and scanning of applications, photographs and enclosures, including digitization and indexation for efficient and fast search and retrieval operations. Detailed explanation should be given.</p> <p>Response of the Bidding Company</p>
21	<p>Maintenance of a dedicated customer care service to answer enquiries and timely address the complaints over telephone, email, message, etc.</p> <p>Response of the Bidding Company</p>
22.	<p>Computerisation of operations related to accounts matters. The software system (CONSPROM) prepared by NIC should be introduced immediately when provided.</p> <p>Response of the Bidding Company</p>
23.	<p>Security system to control access of applicants, safe custody of documents and security of information held on the OSP 's IT system, in full compliance with local legal requirements</p> <p>Response of the Bidding Company</p>
24.	<p>Maintenance of logs/records and statistics as specified by Ministry</p> <p>Response of the Bidding Company</p>
25.	<p>Online appointment system integrated with Smart Queue Management System including token vending machine and CSAT. Detailed explanation should be given.</p> <p>Response of the Bidding Company</p>
26.	<p>Maintenance of confidentiality of the information and prevention of leakage of information from the centre, in compliance with local laws. Detailed explanation should be given. If needed a presentation is to be given in the Ministry</p> <p>Response of the Bidding Company</p>

**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 numbers, 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 on the basis of information provided by the bidding company/Quality of Solution Proposed.

A) S.I No		B) Criteria	C) Response of the bidder	D) Scoring Criteria/Remarks
1	a	<p><b>Location of the ICACs</b> [as per local zoning regulations (mandatory) with convenient accessibility in the city concerned with actual location of the building(s) – to be explained by the bidder</p> <p><b>(8 Marks)</b></p>		<p>Marks will be given as per the Post's judgment on the basis of information provided by the bidding company.</p> <p>The offer that provides the best locations for ICACs in terms of easy and convenient access through public transport, prime location and proximity to the Post etc. will be given the highest mark <b>08</b>, and the others will be given a lower mark on a relative basis to the best offer.</p>
	b	<p><b>Parking facilities</b> with capacity and type of parking</p> <p><b>(5 Marks)</b></p>		<p>i) 5 Marks- Exclusive Parking with adequate slots in ICAC</p> <p>ii) 4-Marks- Adequate parking slots in or near ICAC</p> <p>iii) 2-Marks - Inadequate slot /slots not closer to ICAC</p>
2	a	<p><b>Area of ICACs</b> (Refer to 1(A) (xi) of Chapter VII)</p> <p><b>(10 Marks)</b></p>	Response of the bidder	<p>i) 7 marks- Minimum Prescribed Area</p> <p>ii) Offer with Area more than the prescribed Minimum will be given higher marks relative to (i) above.</p> <p>iii) 0 Marks- Less than the Minimum prescribed Area</p>
	b	<p><b>Lay Out of ICACs</b> <b>(5 Marks)</b></p> <p>The bidding company shall describe (with photograph or 3D) the</p>	Response of the bidder	<p>Marks will be given as per Post's judgment on the basis of information as given in column B, provided by the bidding company.</p> <p>The offer that provides the best Layout for ICACs will be given the highest marks (05),</p>

		layout of each ICACs showing the reception area, the number and size of service/submission counters, size of waiting area and its seating capacity & facilities, restrooms facilities, access to the building of ICAC for differently able applicants, etc.,.		and the others will be given a lower mark on a relative basis to the best offer.
3	a	<b>Number of submission counters</b> Refer to 1(A) (xi) of Chapter VII)  (06 marks)	Response of the bidder	<ul style="list-style-type: none"> <li>i) 4.5 Marks- Minimum Prescribed Number of counters</li> <li>ii) Offer with counters more than the minimum prescribed will be given higher marks relative to (i) above</li> <li>iii) 0-Marks- Less than the Minimum Number of counters</li> </ul>
	b	<b>Operational efficiency of the submission process</b> - to be explained by the bidder (i) Reception (ii) Enquiry/ information (iii) Examination of documents (iv) Verification of the latest photo and application form (v) Submission (vi) Fee collection (viii) Delivery etc. (5 marks)	Response of the bidder	<p>Marks will be given, as per the Post's judgment on the basis of information, as given in column B, provided by the bidding company, as under:</p> <ul style="list-style-type: none"> <li>i) 3.5 Marks- Optimal Process</li> <li>ii) Offer with the submission process better than the optimal, will get higher marks relative to (i) above.</li> <li>iii) 2 Marks- Less than the optimal process</li> </ul>
4	a	<b>Number of staff</b> at each ICACs and the back office  Refer to 1(A) (xi) of Chapter VII)  (5 marks)	Response of the bidder	<ul style="list-style-type: none"> <li>i) Minimum prescribed Staff – 3.5 Marks</li> <li>ii) Offer giving more than the prescribed Minimum staff will be given higher mark relative to (i) above.</li> <li>iii) Less than the Minimum Prescribed Staff - 0 Marks</li> </ul>
	b	<b>Quality of Organisational Structure:</b> The description of the	Response of the bidder	Marks will be given, as per the Post's judgment on the basis of information provided by the bidding company, as under:

		organization structure including the roles and numbers and resource planning (including backup plan) for each ICAC as well as for overall operations in the country, is to be provided by the bidder. <b>(6 marks)</b>		<ul style="list-style-type: none"> <li>i) 4.5 Marks- the optimal Structure</li> <li>ii) Offer with the organizational structure better than the Optimal will get higher marks relative to (i) above.</li> <li>iii) 2 Marks- Less than the optimal structure</li> </ul>
5	a	<p><b>The availability of appointment slots</b> at ICACs within 07 working days <b>(10 marks)</b></p> <p>The proposed appointment slot management system to be described the bidder. Also the bidder shall explain how will they ensure the proposed appointment window (even in case of surge), given their resources.</p>	Response of the bidder	<ul style="list-style-type: none"> <li>i) 7 Marks- Offer which ensures the minimum prescribed appointment window of seven days.</li> <li>ii) Offer which ensures appointment slots in less than 07 working days will be given a higher mark relative to (i) above, subject to the explanation to handle appointments with commensurate resources</li> <li>iii) 0 Marks- Offer with appointment window more than 07</li> </ul>
	b	<p><b>Total Turnaround time</b> for submission (from the time of entry/token generation to the time of generation payment receipt (Subject to a maximum of 30 minutes) <b>05 Marks</b></p> <p>The bidder needs to explain how they will ensure the proposed Turn Around Time, given the processes and resources (physical and human).</p>	Response of the bidder	<ul style="list-style-type: none"> <li>i) 5 Marks - Prescribed Turn Around Time (30 minutes)</li> <li>ii) 0 Marks- More than 30 Minutes</li> </ul>
6		<p><b>Call Centres</b></p> <p>Call waiting time- Not more than 03 minutes response period</p> <p>Efficient VOIP (Voice over Internet Protocol) or Toll-free calls should be used. First five minutes ( at the</p>		<p>The bidding companies shall describe how the call centre will be operated with commensurate resources.</p> <ul style="list-style-type: none"> <li>i. 3.5 Marks - Prescribed service time/ Free Call</li> <li>ii. The better offer in terms of Service time/ Free Call, shall be given higher mark relative to (i) above</li> </ul>

		<p>minimum) should be toll free) after which only normal charges should apply.</p> <p>Special higher call charges for Call Centres prohibited.</p> <p><b>(5 Marks)</b></p>		<p>iii. 0 Marks- More than 03 minutes</p>
7	a	<p><b>Online enterprise web application and innovative web design (8 Marks)</b></p> <p>The dedicated website should have user friendly appointment scheduling facility and application tracking system The information on services rendered, document check list, GOI fees, Service Fee, Optional services and charges for bank commission, should be clearly and easily available by a drop-down Menu under fee schedule main menu without filling up of individual data.</p> <p>(Content and Demo of website application and Dash Board will be considered)</p>		<p>Based on the quality of the website proposed, the best will be given 08 marks and others given reduced mark relative to that. If all the bidding companies give explanation of similar quality, all of them will be given 08 marks.</p>
	b	<p><b>Grievance Redressal Mechanism Arrangement and Analysis (7 marks)</b></p> <p>The following will be considered:</p> <p>i. An interactive webpage with a grievance redressal mechanism, with a Management Information System (MIS) and its ability to</p>		<p>Based on the quality of the Grievance Redressal and Feedback Mechanism proposed, the best offer will be given 07 marks and others given reduced marks relative to that. If all the bidding companies give explanation of similar quality, all of them will be given 07 marks.</p>

		<p>generate reports as per the requirement of the Post, will be considered.</p> <p>ii. Customer satisfaction rating (CSAT) and feedback Mechanism at ICACs and its integration with system.</p> <p>iii. An efficient and prompt e-mail response system.</p>		
8		<p><b>Record of Past Performance with Post/MEA</b> <b>(7 marks)</b></p> <p>The following aspects to be considered:</p> <p>i. Past record of performance of the company with respect to the Post (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 Post's instructions to the Service Provider – reliability and faithfulness in implementing Post's</p>		<p>The performance of the bidding companies with respect to the Post:</p> <p>i) Higher rating for those bidders, who have worked with the Post and have provided satisfactory services- More than 3.5 marks, with a maximum of 7 marks</p> <p>ii) Neutral Rating for those bidders, who have not worked with the Post- 3.5 marks</p> <p>iii) Lower rating for those bidders who have worked with the Post and have provided non-satisfactory services- Less than 3.5 marks)</p> <p>In cases where the Mission/Post claims that the performance has been poor in the past, it should be able to produce records in support of the claim.</p>

		<p>instructions.</p> <p>iv. Record of payment of penalties imposed by the Post.</p> <p>v. Delivery of Optional Services (OSs) without complaints.</p> <p>vi. Harmonious and constructive relationship with the Post.</p> <p>vii. Performance regarding digitization/ indexation of documents.</p>		
9		<p><b>Reputation of the bidding company</b> in the market and quality of non-GOI client list and references received from them. <b>(08 Marks)</b></p> <ol style="list-style-type: none"> <li>1. Minimum three references required</li> <li>2. Period of referred service should not be more than five years old with the length of service being minimum of two years.</li> <li>3. The services under reference should pertain to categories of services eligible for the present tender process</li> </ol>		<p>Based on the information provided by the bidding companies, the marks will be awarded.</p> <p>The bidder with best market reputation and references should be awarded 08 marks. The others will be awarded less marks on a scale relative to the best offer. At the other end, bidding companies not satisfying the stipulated requirement, will be given zero mark.</p>
		<b>Total Marks -100</b>		

\*Qualifying mark (70%): 70

(Marks under the 9 items will be fixed giving due weight

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 Services in the Embassy of India, Berlin certify as follows: that,

- a) We and our partner Company------(name) taking part in the present tender Process hereby declare that neither the company nor any of the Directors are neither involved nor would in any manner involve ourselves in any anti-India activities, unlawful or illegal activities including money laundering, tax evasion, corruption, human trafficking, hawala, etc. It is also certified that neither the company nor its directors have been accused in or convicted for, or involved in, bribery, corruption or fraud charges. 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 Agreement shall be liable to be terminated immediately and all penalties and costs on such a termination shall be borne by the Company, including forfeiture of BGs.
- 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 including after award of the Contract and signing of the Agreement without any objection.
- e) We undertake to deploy key personnel and staff to ICAC, if the Agreement is awarded, who will meet with the conditions stipulated in sub clause (a) above. We also understand that the key personnel and the staff to be deployed in the ICAC shall be cleared from security angle by the Mission (Name---). We undertake to change key personnel or any member of staff so deployed, if 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 Annexure C(Financial Bid), D(Mandatory Criteria) and E(Technical Bid) and we shall abide by the same. We fully understand the procedures for selection and award of Contract and agree to the same.
- h) We fully understand and accept the penalty and additional penalty clauses explained in the RFP and the consequences of not adhering 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 Annexure-C, which forms part of the Financial Bid. Bids evaluated by the Mission as commercially unviable by the Mission are liable to be rejected. In that event, only the remaining Bids will be considered to determine L1 and we have no objection to the same.
- 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 of the Ministry/Missions abroad.
- o) We fully understand that the local Partner on its own should meet 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 during the 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 of the Ministry/Missions/Posts abroad.
- 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 eTV online application is authorised.
- r) We declare that during the validity of the Contract Period we shall not accept/receive in any subsidies from the host government, or any other public or private entity or NGO etc. monetary terms or in any other manner in the operationalization and running of ICAC.
- s) 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.
- t) 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, Berlin with the address Tiergartenstr 17, 10785 Berlin, Germany (hereinafter called 'the Mission') having agreed under the terms and conditions of the Agreement dated .....made 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 there under 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.....**

## **Annex H: Bid Cover Letter and Declaration**

[Date]

To

Head of Chancery,  
Embassy of India,  
Berlin.  
Tiergartenstr 17, 10785,  
Berlin (Germany)

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, Berlin to meet such requirements and provide such services are set out in the RFP.

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

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

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

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, Berlin, 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, Berlin 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                      2024

**(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: Organisation Profile**

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

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

Note-1: The referees may be advised that the Mission/Post/ the Ministry of External Affairs, New Delhi may contact them for any verification.

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

**Annex J: Bank Guarantee Proforma for Earnest Money 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

The Head of Chancery,  
Embassy of India  
Tiergartenstr 17  
10785 Berlin.

**WHEREAS**

M/s.....(hereinafter called “the Bidding Company”) is submitting its bid/offer dated ..... for providing outsourcing of CPV services at the Embassy of India, Berlin, in response to the Tender No.....dated..... published by Embassy of India, Berlin (hereinafter called “the Mission”), as an irrevocable Bank Guarantee (BG) towards Bid Security Deposit / Earnest Money Deposit (EMD) for an amount of.....valid up to .....(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 time-frame 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 to.....i.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/Posts 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 the Federal Republic of Germany). 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 executants / deponent from his/her passport. The original passport and a photocopy to be presented for this purpose.

The Government of the Federal Republic of Germany requires all certificates, professional or academic, emanating from India to be attested by the Mission/Posts for further attestation by the Government of the Federal Republic of Germany) before grant of Visa/Resident Permit.

All certificates submitted to Mission/posts in the Federal Republic of Germany for attestation should, therefore, be got first attested in India by the agencies detailed below:-

**ATTESTATION PROCEDURE FOR DOCUMENTS:**

Authentication by the concerned State Government authorities.

Attestation by Ministry of External Affairs, Government of India.  
(Address: Ground Floor, Patiala House Annexe, Tilak Marg, New Delhi).

The certificate/documents for attestation should be submitted by the Service Provider to the Mission/posts along with a photocopy of the certificate/document and a copy of the applicant's passport. The original passport should be presented for verification and return. Private firms applying for attestation of documents should submit a written request stating the purpose of the attestation.

Note: All applicants should identify themselves by presenting the original passport. (In case of submission by a company, a request letter on company letter head and duly signed by the authorized signatory of the firm should be attached).

Sl. No.	Nature of Certificate	Requirements
1.	Marriage Certificate	i) Original Certificate duly attested/authenticated by the Home Department (General Administration Branch) of the concerned State and its photocopy. ii) A copy of the passport.
2.	Birth Certificate	i) Original Certificate duly attested/authenticated by the Home Department/General Administration of the concerned State and its photocopy. Photocopy of parent's passport, indicating page bearing resident visa.
3.	Driving Licence	i) The Driving Licence in original duly attested/authenticated by the Home Department (General Administration Branch) of the concerned

		State and its photocopy. ii) <u>Sworn Affidavit</u> (in duplicate) in the format prescribed. iii) A photocopy of the first five pages and the page bearing the resident visa of applicant's passport and his license.
4.	Other documents	i) Original document duly attested by the General Administration Branch of the concerned State (or the concerned Department/ Ministry of the State Government) ii) A photocopy of the first five pages and the page bearing the resident visa of the applicant's passport.
5.	Certificates/ Documents, Salary Certificates, issued by organizations in.....	(i) Original Document, duly attested by M/o Foreign Affairs of the Federal Republic of Germany (Consular Section) ii) Photocopy of the document and passport.
6.	Sworn Affidavit/Power of Attorney	i) Original Affidavit/Power of Attorney with a duplicate copy to be signed in the presence of the Consular officer. ii) The original passport and a photocopy of the first five pages and the page bearing the current valid resident visa. iii) Personal presence of the Executant with the original passport before the Consular Officer is compulsory. iv) A recent passport size photograph of the executant (and Attorney, if present) should be affixed on top of the front page of the Power of Attorney.
7.	Religion Certificate	i) A declaration in the prescribed form duly filled. ii) Photocopy of the first five pages and the page bearing the current valid resident visa of the passport of the applicant
8.	Sponsorship Declaration (SD)	i) Sponsorship declaration in the <u>format prescribed</u> -duly filled and complete in all respects. ii) A photocopy of the first five pages and the page bearing the current valid resident visa of the passport held by the Sponsor / Declarant. iii) Either the salary certificate of the sponsor or a photocopy of his/her residence visa. [NOTE: SD is not attested in r/o women below 30 years and those brought by private companies on visit visa for employment]
9.	NOC for purpose of travel by children	<u>Sworn Affidavit</u>

Note: Final modalities for attestation will be decided by the Embassy of India Berlin as per the requirement

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