

## **REQUEST FOR PROPOSAL**

**Note:** The bidding companies should respond to all the items in the Request for Proposal (RFP) clearly and without any ambiguity and in the same order as the RFP. The Technical Bids are liable to be rejected if all the points in the RFP are not adequately responded to. The decision of the Embassy of India, Washington DC in this regard is final.

### 1. Introduction

The objective of this Request For Proposal (RFP) is to select a reliable and experienced outsourcing agency to contract with the Embassy of India, Washington DC to provide support services for issuing Indian visa, Overseas Citizen of India (OCI) card, Person of Indian Origin (PIO) card, surrender and renunciation of Indian citizenship certificate etc. at the Embassy of India in Washington DC and its Consulates General at New York, San Francisco, Chicago, Houston and Atlanta.

It is estimated that the Embassy of India and its Consulates General will receive approximately 3,50,000 visa applications, and 150,000 to 200,000 OCI / PIO applications and 35000 surrender and renunciation of Indian citizenship certificate applications on an annual basis. This is, however, only an estimate and Embassy of India, Washington DC and its Consulates General in US do not guarantee this number. The applications are received from applicants in person as well as by post / courier (and in the case of visa applications, from third party agencies). The Outsourcing Agency is responsible to collect and process these applications along with passports of the applicants, and deliver them to the Embassy of India, Washington DC and its Consulates General in the US and subsequently return the Indian visa, Overseas Citizen of India (OCI) & Person of Indian Origin (PIO) cards, surrender and renunciation of Indian citizenship certificate etc. to the applicants in an expeditious and secure manner.

### 2. Request for Proposal

Bidding companies are invited to submit a priced proposal for the delivery of support services in accordance with this RFP. The proposal would be valid for a period of 6 months from the date of closure of this RFP. The Contract with the selected service provider will be signed for a period of four years with a provision for review of operations every year. Service Providers will be required to start operations by 21st May 2014. Operations can start only after Embassy of India, Washington DC or its Consulates General in US convey their satisfaction with the arrangements made by the Service provider.

The Embassy may terminate the contract by giving two months advance notice. The Service Provider may terminate the contract by giving six months advance notice with justification for termination of services. Mission/Post reserves the right to impose a financial penalty as prescribed under para 7.2, in case the latter terminates the contract without providing six months termination notice. In such

circumstances, the process of smooth takeover of services will deem to begin from the date of receipt of the notice or from the date as stated in the notice, whichever is later and the process of termination/smooth takeover will be completed in a reasonable period of time and, in any case, not more than six months.

## 2(A) Eligibility

The bidding Company must have at least three years' experience of operating a centre for visa/passport/consular services on behalf of a diplomatic Mission of Government of India or any other Government dealing with at least 200 applications per day with electronic data entry. The bidding Company must be familiar with local laws and strictly abide by the same while discharging the functions as a Service Provider.

The Bidding Company must provide supporting documentary evidence for the experience claimed by providing details of web-links of such services being rendered. In the case of past services, necessary certificates from the Mission/Governments concerned must be provided.

The bidding companies must comply with the following requirements :

- (a) If Bidding Company proposed to implement the project in collaboration with a local partner, details of partnership, including the copy of the Agreement must be provided. The local partner must also meet with all the eligibility requirements indicated in this RFP for the Bidding Company.
- (b) The Bidding Company and its sister Company or subsidiaries should not bid separately for the same tender. A certificate to this effect should be given by the Bidding Company.
- (c) The Bidding Company must submit audited balance sheets and income statements for last three years to demonstrate its current financial soundness, and ability to undertake the project. A certificate from a recognized agency regarding the financial soundness of the Company and its ability to provide Bank Guarantees in respect of the services undertaken with the Mission/Post should be submitted. In case the bidding entity is a joint venture, information must be provided for all the partners of the joint venture. Bidding Company should have a minimum net worth equivalent of US\$ 5 million.
- (d) The Bidding Company shall provide audited information on annual turnover for the last three years. The average annual turnover should be at least 1.5 times the expected annual turnover from the Service Centers' operations under the contract. In case of joint ventures, information must be provided for all partners of the joint venture and a copy of the contract.

- (e) The Bidding Company must provide documentation to show that it has the qualified personnel for key positions in the Service Centers. The details of the proposed key personnel and their experience record must also be provided.
- (f) The Bidding Company must certify that it is not involved in any unlawful or illegal activity including in human trafficking, hawala, etc.
- (g) The Bidding Company must provide a list of all its pending litigations/disputes relating to CPV services outsourcing including quality of services, etc in the Missions/Post worldwide.
- (h) The Bidding Company must provide details of all its past and present litigations with Government of India and with the Ministry of External Affairs, New Delhi
- (i) Bidding Company must certify that the Company has not been convicted for, or involved in, bribery, corruption or fraud.
- (j) Bidding Company must certify that key personnel proposed for Centers, have not been convicted of any criminal offence or on charges of bribery, corruption or fraud.
- (k) Bidding Company must provide certification that its operations are compliant with local labour laws and relevant tax regime.
- (l) The Bidding Company should have ISO 9001 (or equivalent) and ISO 27001 (or equivalent) certification.
- (m) Provide plan for a viable and effective security system for premises, personnel and data relating to the Service Centres.
- (n) Bidding Company must deposit a Bid Security of US\$ 50,000, refundable not later than 15 (fifteen) days from the Bid Closing Date, except in the case of the Selected Bidding Company whose Bid Security shall be retained till it has provided a Bank Guarantees as indicated in this RFP.

3. Clarification/ Additional Information required:

- i) Requests for further information must be in writing and be sent to the Contact person mentioned in this document.
- ii) Only communications that are in writing from the Embassy of India, Washington DC and its Consulates General in US may be considered as properly authorized expressions of the Embassy of India, Washington DC and its Consulates General .
- iii) The Embassy of India, Washington DC and its Consulates General in US shall

provide a copy of all questions and answers provided during the tendering process to all bidders. The source of questions will not be divulged.

iv) Questions from bidders will be accepted until **12th February 2014**. The Pre-bid conference will be held on **17th February 2014** at 1600 hrs at 2107 Massachusetts Avenue NW Washington DC 20008.

v) Each bidder shall provide the name and complete contact details, including the office address of an individual to act as a single point of contact during the tender process. That person may be asked to clarify the bid to provide additional information during the evaluation process.

#### 4. Proposed Programme for the RFP Process

i. Closure of bidders questions is 12th February 2014.

ii. Pre-bid conference is on 17th February 2014.

iii. Deadline for Submission of Proposals is on 1500 hrs on 28th February 2014 i.e. the date of closure of this RFP.

iv) The technical bids would be opened at 1600 hrs on 28th February 2014 at 2107 Massachusetts Avenue NW Washington DC 20008.

#### 5. Statement of Service Requirements

The Service Provider shall establish Application Centres adhering to good industry practice standards in the US in the following cities following a timetable of openings agreed with the Embassy of India, Washington DC and its Consulates General , no later than 21st May 2014. The Embassy of India, Washington DC and its Consulates General in US will enter into full consultation and planning with the Service Provider in such cases:

"Washington DC, New York, San Francisco, Chicago, Houston and Atlanta.

##### 5A. Timelines

The Service Provider must ensure the following:

(a) Selection of premises for the Service Centres and approval of the Embassy and Consulates General for the same - within 15 days of signing of contract. Centres must be located within 2 kilometers of Embassy/Consulates General in a reputable area where security is not an issue, and must be easily accessible by public transport. Where more than one Service Centre is envisaged, at least one Centre must be within 2 kms from the Embassy/Consulates General.

(b) Finalization of premises - within 21 days of signing of the contract.

(c) Readiness of Service Centre premises including installation of hardware, furniture, signage, etc. - within 45 days of signing of the contract.

(d) Simultaneously, personnel for Service Centres must be selected, trained, and in place within 45 days of signing of contract.

(e) 45 days after signing of the contract, the Embassy and respective Consulates General will evaluate situation. If not satisfied with the progress made by service provider to commence the services, the Embassy will have the right to terminate the Agreement and forfeit the Bank guarantee to the Mission/Post.

(f) Personnel selected for Service Centres must be available to the Embassy and respective Consulates General for training for 5 working days in Embassy/Consulates 2 weeks prior to commencement of services.

(g) Trained personnel must work concurrently with previous service provider for ten working days for the taking over process - 2 weeks prior to commencement of services.

## 6. Scope of Work and Deliverables Required

6.1 The Service Provider shall be responsible to undertake all the following services for the Embassy / Posts without any additional fee:

**i) Distribute Consular Service Application Forms** - The Service Provider shall arrange to print the Embassy / Posts Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates services Application Forms at their own cost and in the format prescribed by the Embassy / Posts, which may be changed by the Embassy / Posts from time to time;

**ii) Assistance to Applicants** - Assist the applicants in completing the forms, providing factual information on various available categories of Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates services and processing the application. The Service Provider should ensure that the applicants are shown utmost courtesy and rendered proper assistance by the staff of the Service Centres. The staff should not enter into any verbal arguments or acts leading to unpleasantness with the applicants/visitors in the Centre. Any such act(s) should be dealt with seriously and appropriate remedial measures taken including removal of the erring member by the Service Provider, if the complaints are of serious nature;

**iii) Acceptance of applications** - Accept Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates service applications, including those received by post, together with the Applicant's passport, Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates Service Application Charges, the Service Provider's Fee and other necessary and supporting documents from Applicants and agents as informed and approved by the Embassy / Posts. Provision for walk-in applications for all the Centres to be provided;

**iv) Acceptance of other documents** - Accept additional documents requested by the Embassy / Posts from existing applicants. The Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates Services Application Charges and the Service Provider's Fee will be accepted in all manners of payment generally used in United States of America, except personal cheques or company cheques; If an application for surrender / renunciation certificate service is filed in conjunction with the visa/ OCI / PIO application, no separate agency fee / service charges would be charged. Applicants may include pre-paid return envelope for receiving back their passport / document by mail. In case the pre-paid; self addressed envelope is not enclosed along with the application for service, the Agency may levy return mailing charges from applicants for sending applicants passports/documents etc. by mail, on actual cost basis.

**v) Acceptance of Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates Services Application Charges and Consular surcharge and transmission of same to the Embassy / Posts** - Accept such Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates Application Charges and Consular surcharge as per existing Rules and Regulations and pay the same to the Embassy / Posts' designated bank account on the day of the receipt; the amounts received in the afternoon after banking hours may, however, be deposited in the Embassy /Posts' designated bank account on the following working day. Any delay in depositing the amounts in to Embassy / Posts' account would be penalised as mentioned in the RFP at para 9 (nine).

**vi) Procedure for and reconciliation of Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates Services Application Charges** - The Service Provider should accept such fees and pay the fees due to the Embassy i.e., fees excluding the Service Provider's Service Fee, in Embassy's bank account on the day of receipt. The Service Provider will also collect and account for the Indian Community Welfare Fund surcharge and for transferring the daily proceeds of this collection to the concerned Embassy / Consulate. Clear and transparent audit trails of Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates Services Application Charges collection and transmission shall be drawn up from the time the Applicants' applications are submitted, in a format prescribed by the Embassy / Posts. The Service Provider shall reconcile the amounts remitted on a daily basis or at any other intervals decided by the Embassy / Posts from time to time.

**vii)** The Service Provider's Service Fee (SPSF) would not be changed on account of inflation, variation in number of applications and fluctuations in rate of exchange. Any change is possible on account of changes in VAT / local taxes to the tune exceeding 25 percent. The rounding off must be done in two halves, ie., less than half would be reduced to the previous lower denomination; and half and above would be rounded off to the next higher denomination taking into account the practicability of implementation.

**viii) Receipt to Applicant** - Provide a bar-coded receipt to each Applicant

acknowledging receipt of the Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates services Application Charges, Service Providers Fee and any other fees paid to the Service Providers and such receipt shall also state the category of visa/ nature of consular services applied for, the date of such payment, whether application was received in person/by post/by third party agent with name, and all other relevant details as prescribed by the Embassy/Posts. A copy of the bar coded receipt along with a copy of the fee payment instrument is to be enclosed with the application when the same is forwarded to the Embassy / Posts.

**ix) Bank Commission /Agency charges** – Bank Commission/Agency charges should be collected by the Service Provider on actual basis depending on the mode of payment such as credit/debit cards, demand drafts, online payment etc. The Service Provider should not collect in excess of the actual charges and details of such charges should be displayed prominently in the Service Centre and website for the benefit of applicants.

**x) Digitisation and Indexation of data** -Digitize the captured biographic/biometric data and scanned images of visa applications with enclosures and applicant's photographs as per parameters in **Annexure-C** and transfer such data electronically and physically as required to enable the Embassy / Posts to upload the same into IVFRT platform on each working day (*the timings and manner of which will be determined by the Embassy/Posts and informed to the Service Provider*).In other cases, meta-data files with sub-files for enclosures should be created. All the documents pertaining to Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates services should also be digitized/indexed as per standards prescribed by the Embassy/Posts to enable an efficient search and retrieval operation and submitted to the Embassy/Posts on daily basis.

**xi) Enrollment of finger and facial biometrics** - Enroll ten finger and facial biometrics and transfer them to the Embassy / Posts on each working day (the timing and manner of which will be determined by the Embassy / Posts) and ensure safety of storage and transfer of such data. (Introduction of this service will be determined by the Embassy/Posts. The Service Provider should be equipped with all necessary technical equipment to be able to provide this service as and when asked).

**xii) Ensure applications are complete** - On receipt of applications, scrutinize the various documents and forms to ensure they are properly completed and all requirements as per existing Rules and Regulations for Visa/OCI and PIO cards/Surrender or Renunciation of India Citizenship certificate are met, including mode of return of documents. . In case any deficiency is found in the application, the Service Provider should make all possible efforts to get the same completed by the applicant by contacting him/her over phone or email at no extra charges within a time span of three weeks before returning an application for deficiencies. When the application are thus returned, the fee paid also shall be returned by deducting the Service Provider's fee. The Service Provider shall ensure that each consular service

application form has clear audit information on it to allow easy identification of the Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates services Application Charges paid, the type of visa/nature of services required and date of payment and shall maintain proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices as prescribed by the Embassy / Posts.

**xiii) Sending/Collection of Applications and Passports, OCI/PIO Cards and Renunciation Certificates** - Processed Application documents along with passports are to be forwarded to the Embassy / Posts securely and within 24 hours of receipt at the Service Centre by post. Those submitted in person by an applicant or through a third party agent, shall be deposited to the Embassy/Posts the same day. The Service Provider shall collect from the Embassy / Posts processed documents and passports on each working day (*the timings and manner of which will be determined by the Embassy / Posts and handing / taking over of applications/documents and passports will take place at the premises of the Embassy / Posts.*

**xiv)** Provide daily, monthly and/or any other reports on applications received, processed and dispatched to the Embassy/Posts as prescribed from time to time.

**xv) Return of documents to Applicants** - Return passports, visas and other documents within 24 hours of receipt from the Embassy/Posts to the Applicants in an orderly and trackable manner. Notify applicants to collect documents and passports in person if they have applied in person. Inform date, time and venue to applicants who are required to attend interviews at the Embassy/Posts. Ensure that an efficient system is in place for the scheduling of appointments for Applicants requiring an interview with the officials of the Embassy / Posts. The Service Provider should ensure that the passport and the documents are received and sent in a secured manner, if they are not deposited or collected in person, by registered post or by courier, the actual expenses for which would be borne by the applicants. The applicants should be advised to use trackable self-addressed return envelope.

**xvi) Dissemination of information** - Publish and distribute official leaflet containing complete guidance explaining clearly how to apply for an India Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates, the contents of which must be approved by the Embassy / Posts. Issue news releases as and when required by the Embassy / Posts at the Service Provider's own cost.

**xvii) Quality control and systems** - Have in place a reliable quality control system that maintains continuous surveillance on service standards, put in place a viable and effective security and vigilance system, operate an e-mail, tele-enquiry facility/call centre and electronic display in order that Applicants can track the progress of their applications, put in place an efficient tracking system on their website facilitating applicants to track the progress of their applications, put in place a system where telephone enquiries can be answered promptly and have in place an adequate contingency plan, prior to operation of this Agreement, to maintain an acceptable



level of service if the operation of any/all Visa/Passport/consular services Application Centres are interrupted for any reason. Ensure email and postal letters are replied within two working days of receipt. Two local emails and telephone numbers have to be prominently displayed on the Service Providers' website, which could be used for enquiries.

**xviii)** The Service Provider should produce ISO 27001 certification or equivalent in regard to information Security management system and ISO-20000-1 certification or equivalent in regard to quality of Service Management. Appropriate ISO Certification or equivalent certification should be provided for any other IT related services.

**xix) Smooth transition of Services** - The Service Provider will ensure smooth transition of services from the previous Service Provider for all pending applications/under process applications to provide continuity of service to the applicants, with no additional charge. This would entail providing for trackable status for all pending applications, delivery of the processed applications/documents etc. Similar action would be ensured by the Service Provider when he hands over charge to the next Service Provider.

**xx) Novation:** The Service Provider will not assign in whole or in part its rights or obligations. The Service Provider will not consult with any other person or body for the purposes of entering into an arrangement/sub-contracting which will require novation of the Agreement signed with the Embassy.

**xxi) Reporting of Fraud** - The Service Provider will immediately notify and report in writing to Embassy of India, Washington DC and concerned Post, any case of fraud, crime, theft, cheating, burglary, dacoity, larceny or misappropriation or fraud of all or any property, tangible or intangible, physical or electronic etc. and all the details thereof along with action taken in the matter with the steps taken/being taken in the direction to prevent such happening in future. The Service Provider should be responsible for any financial or legal implications in such an eventuality. The Service Provider shall maintain systemic and organisational oversight over its staff to ensure that they do not indulge in fraud or mis-representation with consular applicants including indulging in communication from private email accounts and telephone numbers, promising delivery of services, over-collection and under-reporting of fees, giving false receipts and under-depositing of fee collected into the account of the Embassy/Posts. The Service Provider will be held accountable for all such lapses of its staff.

**xxii) Facilities** – In addition to provision of adequate space and manpower at all the Centres, which will be established with prior approval of the Embassy/Posts within 3 mile radius of the Embassy/Posts, the Service Provider shall be required to have the following facilities and staff 15 days before the start of actual service at the Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates Application Centres at Washington DC, New York, Chicago. San Francisco,

Houston and Atlanta along with other facilities referred to in their proposal:

- (a) Effective systems and processes to recruit and train staff who can explain clearly and accurately the Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates services application process and the details of documents which must be submitted with the application.
- (b) An IT system which will allow the entire Service Provider's consular service network access to any centrally based appointment system; an email system that can handle consular loads as expected and can withstand peak season traffic.
- (c) The ability to digitize operations related to data capture and scanning of visa applications with enclosures and photographs and electronically transfer such data to enable Embassy / Posts to upload the same into IVFRT platform. In other cases, meta-data files with sub-files for enclosures should be created. All the documents pertaining to Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates services should also be digitized/indexed to enable an efficient search and retrieval operation.
- d. The ability to computerise operations related to the accounting of fee collection.
- e. The ability to computerise operations related to the tracking of Passport/ application movement from receipt to delivery.
- f. A security system for the control of Applicants and safe custody of documentation collected/biographic and biometric data, including information held on IT systems.
- g. An effective quality control system.
- h. Records and statistics in the format required by the Embassy / Posts.
- i. The Service Provider should produce ISO 27001 certification or equivalent in regard to information Security management system and ISO-20000-1 certification or equivalent in regard to quality of Service Management. Appropriate ISO Certification or equivalent certification should be provided for any other IT related services.
- j. The Service Provider shall provide
  - a) photocopying @ \$1/- per page
  - b) photographs @ \$11.99 for 2 photographs and 30 cents for each additional copy.
  - c) courier service @ \$ 15 per packet or actual basis whichever is less (supported by receipt from the Courier company)

d) printing services @ 10 cents per page

services to applicants who voluntarily seek them. These services will not be forced on the customers and they will also not be charged any additional fee over and above mentioned above. These rates and conditions should be prominently displayed at all the Centers and on the Service Provider's website. No other value added services are permissible. These rates will not be considered for determining the L1 amongst the bidders. The Service Provider should provide Value Added Services at prices not exceeding the prices indicated above.

- k. The Centres shall have sufficient space in terms of waiting area, application counters and processing area. Provision of seating arrangements, drinking water, newspapers /magazines for light reading, TV, washrooms etc. for the public is to be ensured to the satisfaction of the Embassy / Consulates General. The effort should be towards minimizing waiting time. Each Centre will have appropriate facilities and conveniences for the applicants. The Centres shall be open from 9 am to 6 pm on all days, excluding weekends and public holidays in the US, unless otherwise specified by the Embassy/Consulate General. Provision to be made for computer terminals at the Service Provider's premises with internet connectivity and staff to assist any applicant requiring assistance in filling application online ~~and printing~~, without any additional charge.
- l. The Service Provider should assist applicants in completion of forms and provide factual information on the various categories of services available, including the application process for Indian visa, Overseas Citizen of India (OCI) & Person of Indian Origin (PIO) cards, surrender and renunciation of Indian citizenship certificates etc.
- m. A service call centre than can handle voice requests in a professional manner as per consular load, including in peak season;
- n. Ability to deploy increased manpower and open more counters to meet higher demands from time to time.

**xxiii)** The Service Provider will establish and operate a website in coordination with the Embassy / Posts, which will contain all information relevant and useful to visa/consular service applicants, including real time tracking of applications. Such tracking should also be accessible to the Embassy/Posts. All information posted on the website will be agreed in advance with the Embassy / Posts. Any amendment to the website would be done only with the prior approval of the Embassy/Posts. The website should have provision for feedback/complaints from the public, which should also be accessible to the public without any restriction.

**xxiv) Dealing with applicants and visitors**

The Service Provider should ensure that the staff of the Centre deal with the applicants with utmost courtesy and should not create any unpleasantness during the discharge of their duties by way arguments with the applicants and making discourteous remarks. If such an event is brought to the notice, the Service Provider should immediately replace the staff or remove the erring staff from service if the complaint is of serious nature. The Service Provider should also ensure that the staff is free from corrupt practices and any report in this matter should be dealt with seriously including termination of service of the person(s) concerned. Repeated complaints of corruption and negligence would lead to severe financial penalties, as determined by Embassy/Posts and/or termination of contract.

**xxv)** The Service Provider should provide adequate public conveniences for variety of expected applicants viz senior citizens, physically challenged etc. There should be adequate parking space outside the centers.

**xxvi)** The Service Provider should also place suggestion/complaint box in each of the Centre and send a monthly report of the contents of the suggestions/complaints and action taken thereon.

**xxvii)** In case of OCI applications, on their receipt, the agency will perform registration and detailed entry on NIC system, scan images of the applicant's photo and signature / thumb impression and deliver digital images to the Embassy / Consulate through USB or other stipulated means. Application documents along with passports are to be forwarded to the Embassy of India, Washington DC and the concerned Consulate General securely and in a timely manner, at least twice each working day. The timings and manner will be determined by the Embassy of India, Washington DC and the concerned Consulates General. After the printed OCI card has been received by the Embassy / Consulate from India, the agency will send an email to the applicant asking him / her to send the original passport. On receipt thereof, the Service Provider will arrange to deliver the passport to the Embassy /Consulate General.

**xxviii)** The Service Provider should have in place an adequate contingency plan, prior to operation of the agreement, to maintain an acceptable level of service if the operation of any/all Application Centres is interrupted for any reason.

**xxix)** The service provider will ensure that turnaround time for applicants will not exceed 30 minutes. Machine generated tickets should be given to the applicants which will indicate date and time of entry and of exit from the collection centre.

**xxx)** The Service Provider will ensure free access of authorized officials from the Embassy / Consulates General to its premises and documents.

**xxxi)** The Service Provider will not assign in whole or in part its rights or obligations under this Agreement without the prior written approval of the Embassy of India, Washington DC and its Consulates General. The Service Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Embassy of India, Washington DC and its Consulates General.

**6.2** The Service Provider shall carry out any other relevant activities as instructed by the Embassy / Posts and provide the requisite facilities.

**6.3 Character and antecedents** - The Service Provider should be free from any allegations or activities connected with human trafficking, hawala transactions, cheating, bankruptcy and anti-Indian activities or acts inimical to the interests of India. Any information which came to light even after the signing of contract would lead to termination of the same immediately and the expenses in this regard would be borne by the Service Provider.

**6.4 Eligibility and prerequisites** - Eligibility of the bidding companies has been explained above. Any misrepresentation of facts which come to light later would lead to termination of the contract. Accordingly, sister companies and subsidiaries of the bidding company should not bid separately for visa services. If this is found after the signing of the contract, the same is liable for termination and the costs of termination should be borne by the Service Provider.

## **7. FINANCIAL GUARANTEES**

**7.1** The Service Provider shall provide a Bank Guarantee amounting to US\$ 500,000/- (US dollars five hundred thousand only) in favour of Embassy of India, Washington DC for the Government of India's funds held by it temporarily and for the safety of documents. The amount of bank guarantee may be reviewed every year. In case Embassy/Consulates needs to draw upon the Bank Guarantee on account of default by Service Provider, subsequent Bank Guarantee would be increased to 800,000 (US \$ eight hundred thousand). A third default will result in termination of contract.

**7.2** The Service Provider shall pay US\$ 7000/ (US Dollars seven thousand) per working day for the period falling short of six months notice in case the Service Provider terminates the contract without giving at least six months notice. The Service Provider shall provide a Bank Guarantee in lieu of the present clause for an amount of 1,260,000/- (US dollars one million two hundred and sixty thousand only) [USD 7000 x 180 days].

**7.3** The Service Provider shall provide a performance Bank Guarantee of US\$ 1,000,000 (US\$ one millions) for penalties due as provided in the RFP.

7.4 All Bank guarantees must be submitted at the time of signing of contract.

## **8. INDEMNITY FOR LOSS**

**8.1** The Service Provider will be fully responsible for the performance of the services and for all documentation and Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates Services Application Charges received, the safe keeping of such documentation including biographic and biometric data and the amounts from the point of collection until it is delivered to the appropriate visa/consular services office or deposited in the Embassy / Posts designated bank account and while it is in transit back to the Applicant or their authorized representative/agent.

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

**8.3** The Service Provider will indemnify the Embassy / Posts from and against any liability incurred by the Embassy / Posts and loss or damage to the property of the Embassy / Posts arising from any unlawful, negligent or willful act or omission by the Service Provider, its officers, employees, agents or subcontractors in connection with and in the performance of this Agreement.

## **9. FEES & PENALTIES**

**9.1** The Service Provider shall pay the Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates services Application Charges and ICWF fee collected from the applicants into the Embassy / Posts' designated bank account on the day of receipt.

**9.2 *Delayed Payment and Special Circumstances for Punitive Bank Guarantee:*** The payment of fee received in cash on behalf of Embassy / Posts is to be made on the same day or the next working/banking day in case of delayed receipts in the account of the Embassy / Posts, failure of which will entail a penalty of 0.5 percent per working/banking day. Other forms of payment received by the Service Provider towards Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates Service Applications should also be transferred to the Embassy / Posts' account on the same day or the next working day, failure of which

will entail a penalty of 0.5 percent per working/banking day. Non-payment of cash fee/other mode of payments received, in full or in part, in Embassy / Posts/Post's account continuously for three working/banking days will be taken as intentional serious lapse and the Embassy / Posts will have the right to terminate the contract immediately, forfeit the existing bank guarantee and take possession of all properties of Embassy / Post, if any. The process of smooth takeover of the services will begin from the moment the services are terminated under this clause under the overall supervision of an officer appointed by Embassy / Posts for this purpose and the process has to be completed in all respects as early as possible, in not later than three months period of time. Once the services are terminated under this clause, it cannot be renewed except by furnishing the punitive bank guarantee by the Service Provider. However, Service Provider will have no right to renewal under this clause and it will be prerogative and discretion of Embassy / Posts to renew it by accepting PUNITIVE BANK GUARANTEE. There will be no renewal of services/contract if such an incident of three days continuous violation of non-payment of fee received, takes place second time.

**9.3 Punitive Bank Guarantee:** The amount of Punitive Bank Guarantee will be three times of the normal bank guarantee which shall be provided by Service Provider.

**9.4 Performance Guarantee:** The Service Provider will ensure that all the Centres and other required infrastructure and systems such as the website, the call centre(s) are in place within the agreed time-frame to the satisfaction of the Embassy / Posts. The Service Provider agrees to pay US\$ 7000/- (US dollars seven thousand only) per day per Centre to the Embassy / Posts in case of delay in establishing the Centres and start of services. This provision can be waived for a period to be mutually agreed upon by both the parties, only if a natural calamity occurs or in exceptional circumstances that are acceptable to the Embassy of India, in the concerned areas affecting preparation.

**9.5 Incomplete Documents:** Acceptance of incomplete documents from the applicants and its submission to the Embassy/Posts, including incomplete/corrupted digital submission of data leading to delay in processing the application: The service provider would be required to pay cost of Service Fee multiplied by number of days of delay. In every case where ineligible applications are accepted and fee claimed by the Service Provider, a penalty of US\$ 100 would be imposed.

**9.6 Delay in forwarding the completed application form along with documents to the Embassy / Posts:** The service provider would be required to pay cost of Service Fee multiplied by number of days of delay.

**9.7 Delay in returning passport/documents to the applicants by Service Provider after service by Embassy / Posts - Loss of Passports or other consular documents:** The service provider would be required to pay cost of Service Fee multiplied by number of days of delay. For every case of misplaced/lost/untraceable

passport(whether current or expired), or OCI Registration Card or PIO Card in the custody of the Service Provider, the Service provider must provide a loss certificate signed by an authorised signatory and pay a fine of US\$ 1000. The loss certificate must be provided within three working days of detection of loss.

**9.8 Failure to submit Performance Reports:** The Service Provider would be required to pay USD 100/- penalty per day per report for failure to submit prescribed Performance Reports within the prescribed time.

**9.9** When cases of fraud (financial or otherwise) are documented, the Service Provider would pay a penalty of USD 1000/- per incident, in addition to any other action decided by the Embassy/Posts.

**9.10 Incorrect/misleading tracking status:** The service provider would be required to pay cost of Service Fee multiplied by number of days of such incorrect/misleading tracking status.

**9.11** The penalty amounts will be collected immediately from the Service Provider after Embassy / Posts's decision is conveyed.

**9.12** The decision regarding the period of delay would be at the discretion of Embassy / Posts.

**9.13** In case of failure to deposit the penalty within the prescribed time limit, it would be doubled and the increased penalty would have to be deposited within 5 days. Such doubling of penalty would be done for not more than 3 times for each occasion. Failure to deposit the penalties after the third doubling would lead to termination of contract.

## **10. CONTRACT MATERIAL**

**10.1** All material necessary for the processing of the Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates service applications shall be stipulated by the Embassy / Posts to the Service Provider who shall prepare the same at its own cost, which shall include but is not limited to application forms specimen, the Indian Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates web-page on the Service Provider's website and Information flyers.

**10.2** The said material shall remain the property of the Embassy / Posts and must be returned to the Embassy / Posts on expiration or earlier termination of this Agreement.

**10.3** Ownership of all material created in performance of the services under or otherwise in accordance with this Agreement vests in the name of the Embassy / Posts on its creation.



**10.4** The Service Provider will ensure that the material is used, copied, supplied or reproduced only for the purposes of the service that he is to render to the Embassy/Posts.

## **11. INSURANCE**

**11.1** The Service Provider will effect and maintain adequate insurance to cover all the Service Provider's obligations under this Agreement, including those obligations, which survive the expiration or termination of this Agreement.

**11.2** The Service Provider will provide proof of current insurance acceptable to the Embassy / Posts and shall provide to the Embassy / Posts a certified true copy of the policy of insurance within one week from the date of the issuance of the policy, which should be before the start of operations. Failure to do so would attract a penalty of USD 1000 per day starting from the date of operations till the insurance proof is provided.

## **12. PROTECTION OF PERSONAL INFORMATION**

**12.1** The Service Provider will deal with and handle all personal information including biographic and biometric data as per the provisions of the Privacy Laws applicable both in India and in the United States of America applied to it. In particular, the Service Provider undertakes to:

- a) use, handle and deal with all personal information only for the purposes for which it is collected or otherwise comes into the Service Provider's possession under this Agreement; and
- b) protect all personal information including biographic and biometric data in its possession and will not disclose it without the consent in writing of the Embassy / Posts or unless required by law with the consent of the Embassy / Posts.
- c) In the event of failure to comply with the obligations under a) and b) above, the Bank Guarantee would be forfeited and the Agreement will stand terminated with immediate effect.

## **13. Service Standards**

i. The Service Provider shall maintain high level of service standard with regard to the facilities and amenities at the Application Centre. It should ensure efficient processing of cases so that waiting time is minimal and customer satisfaction is high.

ii) There will be a provision for review of the terms of the contract one year after commencement of full operations in terms of service standards and thereafter at the

end of every subsequent year.

iii) The Service Provider should ensure that the staff of the Application Centres is courteous and helpful and does not indulge in unpleasant arguments or use of foul language. Strict discipline, punctuality and decorum of office should be ensured at the Application Centre.

#### **14. Guide to Bidders**

i) The organizational profile should be sent immediately to Mission for pre-verification purposes without waiting for submission of tender documents. The bidding company and its sister company or subsidiary should not bid separately in the same bid. A certificate to this effect should be given by the bidding company at the time of bidding.

ii) The Embassy of India, Washington DC and its Consulates General will take all reasonable steps to maintain the confidentiality of any of the bidders' information, which is clearly marked 'confidential'. However, the Embassy of India, Washington DC and its Consulates General are subject to the Right to Information Act 2005 of Government of India and it may be required to release information supplied in this RFP in accordance with that Act.

iii) The information in this RFP, or otherwise supplied by the Embassy of India, Washington DC and its Consulates General or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the Embassy of India, Washington DC and its Consulates General in US. In case of any damage either direct or indirect, including any legal action filed by any individual, in respect of the RFP, the service provider shall be solely responsible. Embassy of India, Washington DC and its Consulates General in US will not be liable, in any way.

iv) The bidders shall not, at any time, make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the Embassy of India, Washington DC and its Consulates General. All material supplied to the Embassy of India, Washington DC and its Consulates General in relation to the bidder's proposal becomes the property of Embassy of India, Washington DC and its Consulates General and may not be returned to the bidder, unless requested in writing beforehand and agreed to by the Embassy of India, Washington DC and its Consulates General.

v) Bidders should note that in the event of Contract having been awarded, the Service Provider will not assign, in whole or in part, its rights or obligations under the contract to any other party without the prior written approval of the Embassy of India, Washington DC and its Consulates General.

vi) The Embassy of India, Washington DC and its Consulates General will have no liability for any 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 bidders or other persons in respect of this RFP.

vii). If a dispute arises out of or in connection with the contract arising from this RFP, or in respect of any defined legal relationship associated therewith, or derived therefrom, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996. The number of Arbitrators shall be **3**. The authority to appoint Arbitrator (s) shall be the International Center for Alternative Dispute Resolution (ICADR), which will provide the administrative services in accordance with the ICADR Arbitration Rules, 1996. The place of Arbitration shall be New Delhi.

viii) In submitting a proposal to the Embassy of India, Washington DC and its Consulates General, the bidder will be deemed to have understood this RFP, obtained all requisite information and verified the correctness of any information to be relied upon, as may be necessary to prepare the proposal and for any subsequent negotiations with the Embassy of India, Washington DC and its Consulates General.

ix) In submitting a proposal to the Embassy of India, Washington DC and its Consulates General US, the bidder will be deemed to be fully informed and to have accepted the terms and conditions outlined in this request for proposals.

x) The cost of preparing and submitting the proposal shall be borne by the bidders.

xi) The Embassy of India, Washington DC shall arrange a pre-bid conference for bidders about the project under consideration on **17th February 2014 at 1600 hrs** at 2107 Massachusetts Avenue NW Washington DC 20008.

xii) The Embassy of India, Washington DC and its Consulates General reserve the right to accept or reject any, or all Proposal(s) and to annul the proposal process, at any time, thereby rejecting all proposals, prior to any Contract being awarded.

## **15. Response to the RFP**

### **I. Contract Price**

i. The Embassy of India, Washington DC and its Consulates General will not pay for the services rendered by the Service Provider. The Service Provider will charge fee, per service application, denominated in US Dollars. The fee per Indian visa, Overseas Citizen of India (OCI) & Person of Indian Origin (PIO) card, surrender and renunciation of Indian citizenship certificate etc. application should be quoted inclusive of any local taxes and VAT currently applicable in the US. Any changes to the Indian visa, Overseas Citizen of India (OCI) & Person of Indian Origin (PIO) card, surrender and renunciation of Indian citizenship certificate etc. fee would be in accordance with provisions of this RFP For an increase under this clause, the Service Provider should make a formal request to the Embassy with supporting documents.

ii. Matters regarding dispute resolution between the Service Provider and the Embassy / Post will be as indicated in the RFP.

**II.** The technical bid will be evaluated based on the information provided by the bidders on their experience with Indian and Foreign Missions (with proof), financial standing of the company, past track record of providing such services, with negative marking for complaints and poor service, ability to deliver based on the scope of work, facilities offered to the customers within the Service Fee, strength of professional plan, IT system, Quality Plan etc. Evaluation of Technical Bids will be as per proforma enclosed in **Annexure-B**. The bidders will have to provide information on:

**a) Organisation Profile:**

Please provide an organization profile as also the following information :

- i. Full Legal name of the Company (with copy of certificate of incorporation);
- ii. Complete address, including registered office of company;
- iii. Name and contact particulars of the single point contact person;
- iv. Telephone, facsimile and email contact details and website (exclusive) address(es) of the company;
- v. List of locations and number of staff in the US and any other neighbouring country (ies);
- vi. List of services provided in the US and any other neighboring country(ies);
- vii. Number of years that the organization has been providing similar outsourcing services;
- viii. Company ownership, structure and location of ultimate Holding Company;
- ix) Company Head office location, and branch office locations;
- x) The bidding company should be free from any legal, administrative case/s related to human trafficking, hawala etc. The bidding company should not have any history of any anti India activities. If it is found at a later stage that any such information had been hidden from the Embassy, the bidding company would become ineligible to take part in the process. If during the contract period such information comes to light, the contract would be liable to be terminated immediately and all costs on such a termination would have to be borne

by the Company

xi) Certified balance sheet of the company for the past three years. The balance sheet should clearly bring out the annual turnover of the company.

**b) References :** Bidders should provide information on related work that has been undertaken for similar sized organizations. At least three referees (with current contact particulars) are required. The bidders must provide the following information:

- i. The name, business and location of the organization;
- ii. The name and contact phone number of the referee at the organization;
- iii. Period / Date/s during which the work was undertaken and the length of time involved;
- iv. Brief description of the products or services provided;
- v. Website address of website, if any, currently operated by the referee.

The referees may be advised that the Embassy of India, Washington DC and its Consulates General or the Ministry of External Affairs, New Delhi may contact them. A latest certificate, in original, from the foreign Embassy(ies) concerned regarding related outsourcing services and length of service should be provided at the time of bidding.

In case three references are not possible the reasons for the same may be explained for consideration by Embassy. However, Embassy's decision in this regard will be final.

**c) Method Statement**

The purpose of the Method Statement is to enable the Embassy of India, Washington DC and its Consulates General to evaluate bidder's understanding of the Embassy of India, Washington DC and its Consulates General in US's requirements and the quality of bidder's proposals for meeting them. Bidder's method statement should describe clearly how it will provide each of the main requirements indicated in the Statement of Service Requirements. Explanation may be given under the following headings and order. Particular questions to be addressed in bidder's response are given below:

**d) Professional Plan**

1. Describe organisation's experience in the areas relating to this proposal. This must be substantiated adequately by supporting documents and presentation by the

bidder.

2. Describe capacities for flexibility in service provision - e.g. a sudden increase in demand etc.
3. Describe proposals for monitoring and evaluating service usage.
4. Describe proposals for innovative web-site design and online development.
5. Describe proposals for managing risks and contingencies.

**e) Resource Plan**

1. Give details of the resources expected to be used to service the Contract, including the number of staff expected to be employed for providing the services. Also include an organisational chart indicating responsibilities and reporting lines in respect of this proposal.
2. Indicate in each case whether the Staff is expected to be drawn from within service providers' organisation or is to be freshly recruited and place from where staff will not be employed full time for this Contract.
3. Explain the plan for the training of Staff to be employed for the Contract.
4. Please give names and positions that would be held by the Key Staff who will be responsible for the management of the contract.
5. Please provide curriculum vitae for each member of Key Staff, if available
6. The detailed sub-contract plan, if any.

**f) Quality Plan**

The Service Provider should give details as to how it will ensure that a high quality Service is maintained and that any performance targets mentioned in the Statement of Service Requirements will be met in respect of the following

1. Monitoring and reporting on the quality of the Services delivered, including the performance checks that it will perform, their frequency and scope, and who will perform them.
2. The proposed contract management and supervisory systems.
3. The proposed customer liaison arrangements, including procedures for dealing with complaints and solving problems.

4. The Service Provider should have a system of feedback proforma to be filled by the applicants at the time of receiving the serviced passports. The comments, both appreciation and criticism, should be closely monitored and appropriate steps taken as necessary. A monthly report to the Embassy should be sent regularly. Any complaint/s of serious nature should be brought to the notice of the Embassy / concerned Consulate immediately for information and advice.

**g. Additional Information**

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

**16. Submission Requirements:**

D) The bidders should submit "two envelopes" bids - technical and financial separately. The technical bid should contain all the information sought as per the preceding paragraphs of this RFP. In order to qualify "technically", a bidder must fulfill all the following requirements:

(a) A confirmation to comply fully and without any reserve with the scope of work and deliverables included in this RFP.

(b) The bidder must confirm his willingness to provide facilities of good industry practice standards to the applicants.

(c) The bidder should have proven minimum annual turnover of USD 5 million in the last three years.

(d) The bidding company should provide three financial bids separately as below:

i. Basic outsourcing activities including biographic data generation and digitization /indexing of application forms with enclosures and photograph. Similar procedures should be done in the case of services pertaining to OCI, PIO card, surrender and renunciation of Indian Citizenship certificates etc by creating metadata file and an attachment/sub- file for enclosures. This must be done in coordination with Embassy and NIC to install an appropriate procedure for search and retrieval requirements.

ii. Enrollment of Finger print biometrics

iii. Facial biometric capture in future

(e) The bidding company should also provide a list of Value Added Services and prices for the same. This should not exceed the prices indicated by Mission in para

**6.1(xxii)(j)** above.

### **Opening of Bids**

II) (a) In the first stage, only the technical bids will be opened in the presence of the representatives of the bidding companies on the appointed date and time. The Technical Bids will be evaluated on the basis of proforma enclosed as Annexure-B by taking into consideration the information provided in RFP by the bidding companies. These bids would be examined as per the above criteria and only the bidders fulfilling all of the three criteria mentioned at (a) to (d) above will be selected for opening their 'financial bids'. Other bids will not be processed any further. Financial bids of companies which qualify on the basis of technical evaluation will be opened in the next stage and the lowest quotation which would be the sum of all the three bids, would be the basis for selection of the Service Provider. The bidding companies will be graded by giving marks and informed of their ranking at the time of opening of the Financial Bids. However, the grading will be used only if more than one company gives the same lowest price. In that situation, the company graded higher would be declared L1.

(b) There will be a minimum gap of three to five working days for consideration of the technical bids by the Embassy and the companies selected will be called to be present on the date and time fixed by the Embassy and the financial bids will be opened in their presence.

(c) (i) All the three financial bids for the three different categories would be opened on the same day. The lowest quotation would be decided on the basis of the sum of three bids.

(ii) The Service Provider should charge the amounts according to the services introduced and rendered. Till the biometric procedures are introduced, they must charge for item **16(I)(d)(i)** only, and when fingerprint biometrics is introduced, the charges would be for items **16(I)(d)(i)** and **16(I)(d)(ii)** only and finally, when facial biometrics is also introduced, the charges should be for items **16(I)(d)(i)**, **16(I)(d)(ii)** and **16(I)(d)(iii)**.

**III** (i) The proposal should be addressed to, Head of Chancery, Embassy of India, Washington DC, 2107 Massachusetts Avenue, NW, Washington DC 20008. Tel #: 202-939-7025) and sent so as to reach the Embassy latest by **1500 hours on 28th February 2014**. All the 'Technical Bids' received by this deadline shall be opened at 1600 hours on the same day. RFP must be submitted in a secure package containing

- a. A signed original along with certified balance sheet for three years
- b. Four copies of the original proposal.
- c. A CD copy of the proposal in Microsoft Word



- ii. Faxed or e-mailed proposals will not be accepted. The envelopes should be superscribed "Bid for Outsourcing for Indian visa, Overseas Citizen of India (OCI) & Person of Indian Origin (PIO) card, surrender and renunciation of Indian citizenship certificate etc."
- iii. The proposal must contain the information required by the RFP, as sought in **Para 15** above along with the RFP Form duly completed and signed by the authorized representative of the bidder.
- iv. The original must be signed by an authorized representative of the bidder. This copy would be deemed to be the master copy.
- v. The proposal must be received by 1500 Hrs on 21st February 2014. The Technical bids will be opened in the presence of the bidders or their authorised representative (limited to one person only) at the Embassy of India, Washington DC at 1600 hrs on the same day i.e. 21st February 2014( *the same day on which the bids are closed*). The process of awarding of Contract will be as explained in **para 16 (II)**.
- vi. The receipt of the proposal will be duly acknowledged as and when received at the Embassy.
- vii. The Embassy of India, Washington DC may accept or reject any proposals submitted late for consideration. The decision of the Embassy would be final in this regard.
- viii. The name, title, profile, address, phone and fax numbers, website and e-mail address of the bidder in respect of this RFP must be provided to the Embassy of India, Washington DC in their proposal. This must be sent to the Embassy immediately for pre-verification of antecedents.
- ix. The Embassy of India, Washington DC reserves the right to negotiate, without restriction, with bidders after the close of proposals on any matter contained in the proposal, without disclosing this to any other person.
- x. The Bidding Company's proposal will constitute an offer to develop a contract based on the terms and conditions stated in this RFP. The proposal may form part of the final contractual documentation, if the Bidding Company is invited by the Embassy to into a contract. The contract will also include provisions for the Service Provider to adhere to all local laws applicable to the operation of the outsourcing centre, including on employment of staff, banking operations, environment, safety, insurance, privacy and payment of local taxes, etc. Matters regarding dispute resolution between the Service Provider and the Embassy will be as indicated in **para 14(vii)** above. The contract will also include provision of Force Majeure, termination of contract, consequences of termination and re-tendering after termination contract.

**IV) RFP Form**

The bidder's response is submitted with this RFP Form and it is confirmed that the contents have been read, understood and complied with all the conditions as indicated in the RFP document.

It is acknowledged that the proposal remains open for six months following the Closing Date of the RFP.

Bidder

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Date

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Signature(s) \_\_\_\_\_

In the capacity of \_\_\_\_\_

Witness(es): \_\_\_\_\_

\* \* \* \* \*

## Annexure-A

### Implementation of Biometric Enrollment in Indian Missions/Posts abroad

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

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

## Technical Specifications

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

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

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

S No.	Mandatory Technical Requirements
A	Supply SDK and API (Enrolment) (.Net and Java)
1	SDK for 4+4+2 Capturing
2	SDK with capability for Fragmentation to 10 Images
3	NFIQ Quality Check with grading
4	Images - Raw, PNG, WSQ, JPEG 2000 Loss less Images
5	Minex Compliant Alogorithm for Minutia Extraction
6	Necessary Licenses
7	Minutia Templates (Proprietary)
B	Technical Requirements for 1:1 Verification Software
	1) Minex Compliant Algorithm for Minutia based matching on the same 4+4+2 device
C	Recording of the biometric enrollment process shall be mandatory in addition to other requirements of the RFP and local laws

### C. Technical Specification for Slap Fingerprint Scanner (Recommended)

#### “4-4-2” Finger print Device Specification

As per specifications provided by STQC.

Device Characteristics	Values
Capture Mode	Plain live scan capture
Image Acquisition requirements	Setting level 31 or higher
Image evaluation frame rate	>3 frames/sec, continuous image capture

Capture Mode	Auto capture with built-in quality check (incorporates NIST quality considerations)
Capture Area	>76mm x 80mm
Connectivity*	USB 2, USB-IF certified
Power	Through USB
Dimension (W x H x D)	<160mm x 160mm x 160mm
Weight	Maximum 2.5 Kg
Operating Temperature	0 - 50C
Humidity	10 -90% non-condensing
Durability/Shock	IP54

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

**Notes for the bidder:**

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

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**Annexure-B**

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

S.No.	Parameters	Name of the Companies and marks allotted				Remarks of Mission/Post
		AAA	BBB	CCC	DDD	
<b>I</b>	<b>Experience</b>					
1.	Number of years of experience in the field of outsourcing for CPV services over and above the prescribed minimum					
2	Number of Indian Missions/Posts presently working with. (testimonials required)					
3	Number of Indian Missions/Posts previously working with. ((testimonials required)					
4	Number of foreign Missions/Posts presently working with (both in India and abroad) (testimonials required)					

5	Number of foreign Missions/Posts previously working with.(both in India and abroad)					
6	Number of applications processed per day in passport/ visa/ consular services separately on the basis of last three years. (No marks to be given)					
<b>II</b>	<b>FINANCIAL STRENGTH OF THE COMPANY</b>					
1	Annual Turnover for last three years. (1.5 times of CPV annual revenue is mandatory)					
2	Net worth of the company (US\$ 5 million is mandatory)					
3	Net profit figure for last three years					
4	Capacity to provide financial guarantees					

	as per RFP. (This is mandatory)					
<b>III</b>	<b>Scope of the work and deliverables required</b>					
1	Location of the service centre with convenient accessibility and proximity to the Mission/Post					
2	Size of the centre (area and layout) (less than minimum area prescribed by Mission will be rejected while proposals for more area will be given additional marks).					
3	Number of staff specifying nature of work to be handled (number of staff prescribed by Mission is mandatory. )					
4	Number of counters specifying the work to be handled (umber					



	of counters prescribed by Mission is mandatory)					
5	Facilities at the centre ( seating arrangement, writing facilities for filling up applications, TV/ reading material, drinking water, washroom etc.) (mandatory)					
6	Working hours of the centre including weekends. (additional marks for extra hours)					
7	Additional facilities- coffee/tea/soft drinks vending machine, photocopier, photo-booth, printer and internet, fax facilities etc on payment basis by individuals) (facilities fixed by Mission is mandatory)					
8	Turnaround time					

	(should not be more than 30 minutes) (mandatory)					
9	Number of service centres with places/cities ( Prescribed minimum centres is mandatory)					
10	Bar-coded receipt and electronic data entry system (mandatory)					
11	Quality control system to maintain high service standards. (marks will be given on the basis of clear explanations by the company)					
12	Appropriate certification form the host country or India (mandatory)					
13	Security and vigilance system in the centre- security staff, metal detectors, CCTV cameras etc. (marks on the basis					

	of provisions)					
14	Storage and security of documents in the centre (strong room, cabinets and key system, details of staff responsible) (marks on the basis of provisions)					
15	Security of movement of documents between the centre and Mission (nature of vehicles used and containers and key system) (marks will be given by Mission on the basis of facilities offered)					
16	Electronic display of the progress of the applications in the centre. (mandatory)					
17	Email enquiry facilities- response period (mandatory. Additional marks for higher facilities)					
18	Telephonic enquiry					

	facilities- response period (mandatory. Additional marks for higher facilities)					
19	Contingency plan in case of interruptions (marks will be given on the basis of explanation provided by the bidding company)					
20	Data storage security and transfer of data security including possession of appropriate certification (mandatory. (No marks)					
21	Scanning and digitization of application forms with enclosures including capture of biographic data and photographs to upload the data in the IVFRT platform wherever required (mandatory)					

22	In other cases creation of meta data file along with sub- files for enclosed documents (mandatory)					
23	Storage and indexation of documents to enable efficient search and retrieval operations. (mandatory- additional marks for higher facilities)					
24	Hardware for capture of ten finger biometrics and facial biometrics (mandatory)					
25	Efficient and secured system for storage and transfer of biometric data (mandatory)					
26	Online tracking system of the status of applications in the website (mandatory)					
<b>IV</b>	<b>Facilities</b>					
1	Training of staff for					

	efficient handling of the applicants (mandatory)					
2	Efficient IT system with requisite certification. (mandatory)					
3	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. (mandatory)					
4	Computerisation of operations related to accounts matters (mandatory)					
5	Efficient tracking of applications / passports from receipt to delivery (mandatory)					
6	Security system to					

	control access of applicants, safe custody of documents and security of information held on the service provider's IT system (mandatory)					
7	Effective quality control system supported by appropriate certification (mandatory)					
8	Maintenance of records and statistics as required by Mission					
9	Machine generated tickets of the applicants indicating date and time of entry and exit. (mandatory.- additional marks for higher technology)					
10	Operation of website in coordination with Mission giving					

	information on the services being rendered (mandatory)					
11	Feedback system to monitor the quality of services rendered and the customers satisfaction (mandatory- higher marks for better system)					
12	Maintenance of confidentiality of the information and prevention of leakage of information from the centre (mandatory)					
<b>V</b>	<b>Professional Plan</b>					
1	Organisational experience in the field related to the service under reference. (higher marks for more than the prescribed minimum)					
2	Capacity for flexibility in					



	provision of service (mandatory-higher marks on the basis of satisfactory projection)					
3	Monitoring and evaluation of the services being provided (mandatory-higher marks on the basis of satisfactory projection)					
4	Management of risks and contingencies (mandatory-higher marks on the basis of satisfactory projection)					
<b>VI</b>	<b>Resource Plan</b>					
1	Number of staff in different areas of operation. (as already explained. No marks to be given again)					
2	Organisational chart indicating the position and responsibilities of					

	executives/ staff deployed Mandatory- higher marks for better explanation).					
3	Detailed plan for training of staff (mandatory- higher marks for better explanation)					
4.	Qualification of key personnel. ( additional marks for higher qualification and specialized qualification)					
5.	Experience of Key personnel (additional marks for higher experience)					
<b>VII</b>	<b>Quality Plan</b>					
1	Mechanism for monitoring the quality of services and performance checks including its frequency and remedial measures (mandatory- higher marks for better					

	explanation)					
2	Contract management and supervisory system (mandatory- higher marks for better explanation)					
3	Customers liaison arrangements and mechanism to deal with complaints and problems (mandatory- higher marks for better explanation)					
	<b>Total Marks obtained</b>					

**Technical specifications for Digitization of  
Consular documents**

**1. Deliverables**

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

**2. Job Specifications**

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

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

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

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

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

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

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

Job 6: Image conversion to PDF format and affixing digital signature on scanned documents

**3. The PDF's should comply with the following specifications:**

A. PDF/A format (ISO 19005-1:2005)

B. The compressed PDF files created for viewing should also be 50-80% compressed as compared to standard CCITT G4/JPEG compression (in TIFF/JPEG/PDF file format) for Mono/Color/Grey scale images retaining Search ability, good view and print quality.

C. In case of images with printed English text, the output PDF document should be searchable. In this case the PDF should also be reflowable such that the text readjusts itself on the basis of the size of the screen. PDF should have live fonts without compromising on look and feel of original scanned image.

D. Searchable PDF should be created in one single step by processing the input image file thus ensuring that there is no intermediate manipulation of content is possible

E. Should be enabled for interactive use (applying digital signatures, annotations, comments) with free Adobe Reader ver. 6.0/7.0/8.0/9.0

F. PDF/A should be digitally signed (using available digital signature in batch mode). Also it should be possible to digitally sign these PDF files using free Adobe Reader. Each PDF file should be password protected.

G. Security features for the required output PDFs - All these security features should be applied to PDFs in a single step while creating the PDF files:

- a. Password protected
- b. Certificate protected
- c. FIPS-140 compliant AES-256 encryption
- d. Digital signature, and secure Time-stamping

- e. Print-disabled
  - f. Policy-protecte
- i. It should be possible to apply persistent and dynamic policies that help maintain confidentiality and control use of PDFs even when these PDFs go out of EDMS. EDMS is to be arranged by service provider.
  - ii. One should be able to change usage rights for a PDF, even after the file is distributed to users outside the EDMS
  - iii. One should be able to create a short-term offline access to PDF by adding an expiration date after which the document can no longer be opened even when it is outside EDMS
  - iv. It should be possible to apply dynamic watermark on these PDFs (in one step while creation) based on the policy used to create the PDF
- H. Automated Meta data insertion in the PDF files - Metadata available in any format such as XML, CSV, MS-Excel or text file should be inserted into the PDF file in a single step during the creation of the PDF file itself
- I. The vendor needs to arrange the retrieval software also. The retrieval software should have the provision to retrieve the image file on the basis of any Indexing field.
- J. Depending upon the document, the vendor may have to use OCR/ICR setups. The desired accuracy will be 99%.
- Password for the DVD need to be communicated in writing to the respective Indian Missions. Frequency for change shall be decided by the respective mission.
  - Vendor need to maintain the backup media for a period of 6 months. The certificate and digital signature will be on PDF. The fields to be indexed/OCR/ICR will be in English only. The vendor shall reconcile the documents before handing over back to the concerned Indian Mission.

- No hardware shall be provided by MEA/Indian Mission.
- 100% accuracy is required in indexing, which shall be verified against the scanned image. If image quality is not properly readable, the same rejection conditions arise.

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

- a. It should be in black and white at 200 dpi with maximum size of 50KB per page
- b. The photograph on pages should be automatically (to prevent possible mismatching) scanned in color and cropped at the same time. This ensures quality photos with minimum size.
- c. The pages should be deskewed without any noise, punch holes and dots.
- d. Each file should be in a single multipage pdf file.
- e. Also, the vendors are instructed to use high-resolution scanners, so that the files are permanently stored. The quality of documents scanned need to be checked with original documents on test basis.

#### **5. Parameters for retrieval of consular documents**

##### **(i) Passport files:**

- a. Name
- b. Surname
- c. Father Name
- d. Date of Birth

- e. Date of Application
- f. Previous Passport number
- g. Passport Number, date of issue and expire
- h. File Number

**(ii) Visa files:**

- a. Name
- b. Surname
- c. Date of Birth
- d. Nationality
- e. Date of Application
- f. Present and previous passport number
- g. Previous visa number
- h. Visa Number, date of issue and expire
- i. File Number

**(iii) OCI files:**

- a. Name
- b. Surname
- c. Date of Birth
- d. Nationality
- e. Date of Application
- f. Passport number
- g. OCI Registration number
- h. OCI Visa Number with date of issue
- i. File Number



**(iv) PIO files:**

- a. Name
- b. Surname
- c. Date of Birth
- d. Nationality
- e. Date of Application
- f. Passport number
- g. PIO Number with date of issue

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