

# EMBASSY OF INDIA BERLIN

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## REQUEST FOR PROPOSAL (RFP)

for

### Outsourcing of Consular-Passport-Visa (CPV)

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 (CPV) related support services for the Embassy of India, Berlin, Consulate General of India, Munich, Consulate General of India, Frankfurt and Consulate General of India, Hamburg in accordance with this RFP. The proposal should be valid for six months after the RFP closing date indicated. The award of the Contract will be, as per provisions indicated in the succeeding paragraphs, on the L1 basis of financial bids in the two-tier tender process consisting of Technical Bids and Financial Bids. The selected company should sign the Contract within 07 (seven) working days of the date of notice of award of the Contract or within such time limit as may be specified by the Mission. The Contract will be valid for a period of three years from the date specified by the Mission/Post(s), after signing of the Contract by both the parties to the Contract (Mission and the OSP ('Outsourced Service Provider' – hereinafter referred to as 'OSP'), with review of operations after each completed year. At the end of this 03 (three) years period, the Mission and Post will have the option of further extension of contract with the approval of the Ministry, for a maximum period further of two years, on the same terms and conditions, with mutual consent of both the Mission and the OSP concerned. The Performance Bank Guarantee (PBG) will also be renewed for its validity for the extended period of the Contract. No request/claim for any hike in the approved rates would be entertained under any circumstances during the period of contract. Hence, the rates should be quoted with this provision in mind. The Mission and Posts have the right to terminate the contract if during the review process, it is found by the Mission and Posts that the services rendered by Service Provider did not meet the standards of quality and efficiency of the services expected of the Service Provider as per the RFP. Full services at the Indian Consular Application Centres (ICACs) shall commence within two months of signing of the Contract or within such time as may be specified by the Mission. All the ICACs should be opened simultaneously. Outsourcing operations may be started only after the Mission and Posts convey in writing their satisfaction on the arrangements made by the Service Provider. 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) as prescribed under Chapter XI: Service Level Metrics (SLA)/Penalties—at Sl. No. 13.

2. The Bidding Company's proposal will constitute an offer to develop a contract based on the terms and conditions stated in this RFP. The proposal may form part of the final contractual documentation, if the Bidding Company is invited by the Mission/Posts to enter into a contract. The contract will also include provisions for the Service Provider to adhere to all local laws applicable to the operation of the outsourcing Centre, including on employment of staff, banking operations, environment, safety, insurance, privacy, payment of local taxes, etc. Matters regarding dispute resolution between the Service Provider and the Mission/Posts are 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/Post(s) and as may be permissible under the applicable State laws, termination of contract and the consequences of termination.

3. In the event of implementation of a 'Visa-Free' regime agreed to mutually between the Government of India and the Government of the Federal Republic of Germany (FRG), the Mission and 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 Contract, the Government of India/Mission/Posts will not have any liability to compensate the OSP.

4. In the event of roll out of chip enabled e-passport services by the Ministry, the OSP will be responsible for enrolment of ten-finger and facial bio-metric data of the applicants, as prescribed by the Indian Mission/Posts. Mission/Posts in coordination with the NIC, will provide necessary bio-metric capturing software for the purpose or compensate actual cost incurred to establish the system to capture biometric data as specified by the Ministry while the hardware shall be the responsibility of the OSP as per the standards prescribed by NIC. The OSP shall coordinate with the Indian Mission/Posts and GoI's National Informatics Centre (NIC) or any other agency authorised by the Ministry to put in place seamless procedures for this purpose.

5. The objective of this RFP is to select an appropriately qualified and adequately experienced OSP, to act as the Service Provider (hereinafter referred as 'SP'), to enter into a contract with the Embassy of India, Berlin, to provide Consular-Passport-Visa (CPV) related support services at the Embassy of India, Berlin (hereinafter referred to as the "Mission"); Consulate General of India, Munich; Consulate General of India, Frankfurt; and Consulate General of India, Hamburg (hereinafter referred as the "Post").

6. If the tender results in attracting only one effective offer it shall be treated as a single tender enquiry situation and Mission will allow evaluation as per guidelines of General Financial Rules (GFR) of Govt. of India, Central Vigilance Commission (CVC), New Delhi and the Ministry.

7. The agencies so identified would have on behalf of the Embassy of India, Berlin (which also covers CGIs in Munich, Frankfurt and Hamburg) responsibility for the following broad activities:-

i. Distribution, collection and scrutiny of Consular-Passport-Visa (CPV) applications, hereinafter also referred to as “Consular applications” as prescribed, along with supporting documents and fees from the applicants;

ii. Depositing the Consular applications in original as well as in electronic format and other related documents at the Consular Wings of the Embassy of India, Berlin, CGIs in Munich, Frankfurt and Hamburg by the quickest and safest means; and fees collected on behalf of Mission/Posts at the bank designated by the respective Mission and Post;

iii. Digitization/Indexation/scanning of Consular applications forms along with enclosures, capturing of biographic data and photograph and transfer the data electronically to Embassy of India, Berlin and CGIs in Munich, Frankfurt and Hamburg. This data duly indexed should also be provided in CD/DVD or any other reliable storage format to the Mission and Posts for efficient search and retrieval operations;

iv. In respect of Consular-Passport-Visa (CPV) applications, the service provider should create meta files and an attachment/sub-file for enclosures. This must be done in coordination with the Mission/Posts, NIC and GPSP team to install an appropriate procedure for search and retrieval requirements for consular applications as the case may be;

v. Collection of all required documents and passports from the Consular Wing of Mission/Posts after the application has been processed and disposed of;

vi. Handing over document(s) back to applicants at the counter of the Indian Consular Application Centres (ICACs) or by other secure and fast means, as permitted, for Consular-Passport-Visa (CPV) applications;

vii. 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

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

8. The Mission/Posts in Germany extended the following cumulative number of Consular/Passport/Visa Services in the years 2019, 2020, 2021 and 2022 (upto June/August), taking into account the extensive disruption in services in the years 2020-21 due to pandemic). This is only an estimate and there may be an increase or decrease in this number in view of evolving demand after the pandemic. The Mission/ Posts wish to engage a single OSP to collect applications, with the applicable fees, along with passports and other relevant documents as specified by the Mission/Posts from the applicant to be received in person as well as by mail/courier on its behalf, deliver them to the Mission/Posts and subsequently return the processed passports to the applicants in a secure and expeditious manner.

**Embassy of India, Berlin**

SI No	Service	Year 2019	Year 2020	Year 2021	Year 2022 (till June)
1.	Misc. Consular Services	1852	1124	2003	1267
2.	Passport	1472	1724	2304	1370
3.	Visa	8107	1569	1242	539
4.	OCI	411	252	311	331
	Total	11842	4669	5860	3507

(equivalent to 30 transactions / services per working day, assuming 250 working days in a year).

### Consulate General of India, Hamburg

Sl No	Service	Year 2019	Year 2020	Year 2021	Year 2022 (till June)
1.	Misc. Consular Services	1894	1356	1672	852
2.	Passport	1168	1133	1528	829
3.	Visa	8764	1684	942	573
4.	OCI	680	401	541	266
	Total	12506	4574	4683	2520

(equivalent to 30 transactions/services per working day, assuming 250 working days in a year).

### Consulate General of India, Munich

Sl. No.	Type of Service	Year 2019	Year 2020	Year 2021	Year 2022 (till Aug)
1	Passport	4139	4429	5694	4025
2	Visa	17319	3109	2134	1071
3	OCI	1612	1505	2130	1496
4	Attestation	1910	1220	1699	1239
5	Misc. Consular Services	2124	2277	3186	1999
	Total	27104	12540	14843	9830

(equivalent to 72 transactions / services per working day, assuming 250 working days in a year).

### Consulate General of India, Frankfurt

Sl No	Service	Year 2019	Year2020	Year 2021	Year2022 (till Aug)
1.	Misc. Consular Services	5400	3201	4257	3153
2.	Passport	3703	3895	5057	3680
3.	Visa	16988	5361	3270	2369
4.	OCI	2301	1424	1668	1352
	Total	28392	13881	14252	10554

(equivalent to 75 transactions / services per working day, assuming 250 working days in a year).

9. The selected agency would be expected to establish 04 (Four) Indian Consular Application Centres (ICACs) preferably in vicinity of the Embassy of India, Berlin (hereinafter referred to as Mission) and Consulate General of India, Frankfurt/Hamburg/Munich (hereinafter referred to as Post) with ample parking facilities for applicants. The minimum area desirable for ICACs in Berlin is 800 sq. ft. and Frankfurt/ Hamburg/ Munich is 600 sq. ft. each, sufficient for: front desk/ counters/ work station/ walk-in applicants, chairs for seating of waiting people, space for smooth movement of incoming and outgoing visitors, separate exit/entry to keep flow of people smooth, etc. The Embassy of India, Berlin/CGIs in Germany may need to increase or decrease the number/size of ICACs, if deemed necessary, and the OSP shall be required to increase or decrease number/size of ICACs at no additional expenditure/charge to be borne on such account by GoI/Mission/Post/GoI/applicants. 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].

10. The agencies would be expected to provide courteous and efficient service at all times. The Embassy of India, Berlin/Consulates General of India, Frankfurt/Hamburg/Munich reserve the right to monitor the quality of service provided and impose necessary corrective measures on the agencies in terms of their contractual obligations. The selected company will have to furnish Bank Guarantees (BGs), the amount of which has been indicated in later paragraphs in this RFP.

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## **CHAPTER II : BIDDING SCHEDULE AND PROCESS**

Tender No. <b>BERL/CONS/415/2023</b> Date: <b>19-Apr-2023</b>	
IMPORTANT DATES- Tentative	
Release of Request For Proposal (RFP)	19 <sup>th</sup> April, 2023 (Wednesday)
Last date for Submission of Written Questions by Bidding Companies	24 <sup>th</sup> April, 2023 (Monday)
*Pre- Bid Conference	15 <sup>th</sup> May, 2023 (Monday)
Response to Written Queries & queries raised in the pre-bid conference	24 <sup>th</sup> May, 2023 (Wednesday)
Issue of Corrigendum, if any	31 <sup>st</sup> May, 2023 (Wednesday)
Last Date for Submission of bids	5 <sup>th</sup> June, 2023 (Monday)
Date of opening of the Technical Bids	14 <sup>th</sup> June, 2023 (Wednesday)
Announcement of results of Technical Bids	26 <sup>th</sup> June, 2023 (Monday)
*Date of opening the Financial Bids	27 <sup>th</sup> June, 2023 (Tuesday)
*Award of Contract	5 <sup>th</sup> July, 2023 (Wednesday)

\*Subject to change due to administrative/logistic reasons.

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

(i) Queries and the Mission's Responses from bidding companies: All queries from the Bidding companies relating to this RFP must be submitted by email only exclusively to email id: <[hoc.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 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 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, Berlin (hereinafter referred to as 'Mission') in this regard is final.



(ii) The Organisation profile (Annex-I) in soft copy, as required in Chapter IV (below), should be sent immediately to the Mission at email ID: <[hoc.berlin@mea.gov.in](mailto:hoc.berlin@mea.gov.in)>, for onward transmission to the Ministry of External Affairs, New Delhi for per-verification purposes, without waiting for finalization/submission of completed tender documents by the bidding companies to the Mission. Bidding companies not cleared from security angle as decided by the Ministry of External Affairs, New Delhi (hereinafter referred to as 'MEA') will not be eligible to participate in this tender or award of contract.

(iii) In case the Bidding Company decides to bid with a local Partner, the Organisation Profile should be submitted for that company too. The details of the partnership arrangement proposed should also be provided. The requirements of Joint Venture (JV) or consortium should be fulfilled as per details provided at Chapter VI: JOINT VENTURE/CONSORTIA (below).

(iv) Bidding companies not fulfilling the Mandatory Eligibility Criteria (Annex-D) will be disqualified.

(v) Bidding companies having outstanding penalties levied by the Indian Mission/Posts in Federal Republic of Germany (which are not the subject matter of a Court Case) payable to Missions/Posts/MEA, will not be considered.

(vi) Bidding companies not obtaining **70%** marks in the evaluation of Technical Bid (Annex-E) will not be considered for the Financial Bid stage.

(vii) If any bidder's services have been terminated in the last 5 years by MEA/Mission/Post for being unsatisfactory, not fulfilling contractual obligations or for some other reasons (which are not the subject matter of a Court Case), the concerned bidder will be disqualified.

(viii) For the purpose of this RFP, the term 'Bidding Company' should be taken to also include joint ventures and consortia of maximum two companies.

(ix) Companies/Firms registered outside India are eligible for participating in the bidding process.

(x) The bidding company must deposit the Bid Security Deposit (EMD) and the requisite Bank Guarantees (BGs) mentioned in this RFP on its own. BGs or any other form of guarantees will not be accepted from any third party on its behalf.

(xi) Bid Security Deposit (EMD) and other Bank Guarantees (BGs) can be furnished through SWIFT (including e-Bank Guarantee), as per Annexures-G and J, as per prevailing instructions of the GoI. BGs issued by a 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. Registered micro and small enterprises (MSEs) (as defined by Ministry of Micro and Small Enterprises, GoI) are exempt from furnishing Bid Security Deposit (EMD).

(xii) The offers/bids may be sent in separate sealed covers, *superscribed* in bold letters **“Outsourcing of Consular-Passport-Visa (CPV) Services 2023 for Embassy of India, Berlin”** ('Technical Bid', 'Financial Bid', 'EMD' amount and the CD/DVD must be placed in separate sealed covers which should then be placed in a secure larger envelope/box, addressed to the: Head of Chancery, Embassy of India, Berlin at email ID: <[hoc.berlin@mea.gov.in](mailto:hoc.berlin@mea.gov.in)>, so as to reach the Embassy of India, Berlin, Tiergartenstr 17, 10785, Berlin (Germany) latest by 5<sup>th</sup> June, 2023 1400 hrs. (IST) [1730 hrs (LT)] on 5<sup>th</sup> June, 2023. All the Technical Bids shall be opened simultaneously at 14<sup>th</sup> June, 2023 at 1230 hrs. (IST) [ 1500 hrs. (LT)] on 14<sup>th</sup> June, 2023. The decision of the Embassy of India, Berlin on the pre-qualification of the bidders shall be final.

(xiii) The following guidelines shall be applicable to the respective parties:

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

b. The Mission will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'Confidential'. However, the Mission subject to the Right to Information (RTI) Act 2005 of the Government of India (GoI), may be required to release information supplied in this RFP in accordance with the provisions of that Act or by an Order of the Courts in India.

- c. The information in this RFP, or otherwise supplied by the Mission or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the Mission.
- d. Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the Mission. All material supplied to the Mission in relation to the Bidding Company's proposal becomes the property of the Mission and may not be returned to the Bidding Company unless requested in writing beforehand and agreed to by the Mission.
- e. The Mission will not be liable to contract and tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss or cost (including legal and lawyer/client costs) to the Bidding companies or other persons in respect of this RFP.
- f. If a dispute arises out of or in connection with the contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved within three months, the parties agree to submit that dispute to arbitration under the Delhi International Arbitration Centre (DIAC) Arbitration Proceedings Rules. The number of Arbitrators shall be one, to be appointed by the Chairperson of DIAC. The DIAC will provide administrative and legal services in accordance with the DIAC Rules. The place of Arbitration shall be New Delhi, and the language used shall be English. The expenses on arbitration will be shared by the Parties as per the provisions of the DIAC Rules.
- g. Any dispute between the Service Provider and the local partner is the responsibility of the Service Provider only and should be settled accordingly and the Mission is not responsible for the same. However, any problem arising out of such dispute affecting the outsourcing of CPV services shall be the sole responsibility of the Service Provider and shall be dealt with as per penal provisions indicated in the RFP.
- h. In submitting a proposal to the Mission, the Bidding Company will be deemed to have understood this RFP along with Annex-A to L and also to have obtained all requisite information and ascertained the veracity of any information to be relied upon, as may be necessary to prepare the proposal and for any subsequent negotiations with the Mission.
- i. In submitting a proposal to the Mission, the Bidding Company will be deemed to be fully informed and to have accepted the terms and conditions outlined in this Request for Proposal and that all commitments as per RFP and its Annex-A to L will be met. A Declaration/Certificate to this effect will be furnished by the bidding Company.
- j. The Bidding Company is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of the proposal, in providing any additional information required by the Mission to facilitate the evaluation process, and in negotiating a definitive Agreement and all such activities related to the bid process.
- k. The Mission reserves the right to accept or reject any or all Proposal(s) and to annul the bidding process, at any time, thereby rejecting all proposals, prior to award of Contract/any Contract being signed, without assigning any reasons.
- l. The Mission reserves the right to reject the lowest bid as unresponsive, on the basis of the costing information provided in Annex-C as part of the financial bid, if it considers it unviable and could therefore lead to poor quality of services. In that event, the lowest responsive bid L1 may be decided amongst the remaining bids which are considered viable.
- m. The Mission reserves the right to amend the RFP and or its enclosures at any time prior to the deadline for receipt of bids. Any such amendment will be numbered, dated and issued by the Mission and will be intimated to the Bidding Companies by Email and also uploaded on the websites of the Ministry and the Mission. Where amendments are significant, the Mission may, at its discretion, extend the deadline for receipt of bids.
- n. The Mission shall arrange a Pre-bid Conference about the bidding process, about 15-20 days prior to the last date for submission of bids. This is to enable the Bidding Companies to prepare the proposals with full knowledge of the requirements of the Mission and for the Mission to clearly assess the capabilities of the Service Provider.



o. Bidders are required to make Presentation at the time of evaluation of Technical Bids as per the date and time fixed by the Mission which will also be evaluated in Annexure-E of RFP. The Presentation should precisely describe how the bidder will provide for each of the main requirements indicated under 'Scope of Work and Deliverables Required' and capacity for flexibility in service provision e.g. a sudden increase in demand, details on the proposals for managing risks and contingencies. Quality of the website and Grievance Redressal Arrangement and Analysis. The Bidding Company should give precise details as to how it will ensure that a high-quality Service is maintained and how the performance targets will be met. Details of the resources expected to be used, number of staff expected to be employed for providing the service. A step-by-step Plan for ICAC rollout. Any additional information that bidder thinks would be useful in support of its proposal.

(xiv) **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.

(xv) 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 Contract.

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

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

#### **DETERMINATION OF SERVICE FEE**

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

a. The Mission will not pay for the services rendered by the Service Provider. The Service Provider 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), inclusive of any local taxes and VAT currently applicable in Germany. It is the responsibility of the Service Provider to pay applicable taxes to the concerned Governmental authorities.

b. Reasonability/viability of the amount quoted by the bidder for each component in financial bid (Annex C) will be examined on the basis of viability of the proposal and in case bidder's quote for any component/item is not viable, the bid can be considered unresponsive and would be rejected. No services should be quoted as Zero, including biometrics and if a firm quotes NIL or abnormally low charges/consideration, the bid shall be treated as unresponsive and will not be considered. The decision taken by Embassy of India, Berlin in this regard shall be final.

c. Service Provider may make a provision in the Service Fee quoted for the purposes of sanitization/safety-related expenses as are mandatory during pandemic conditions or any other charges as per requirements of Local Government. No separate charges for this purpose will be allowed.

d. During the tenure of the contract, there shall be NO revision in Service fee. Hence, the rates should be quoted with this provision in mind.

e. The prospective bidders are expected to be aware of the Government of India's policy of visa liberalization, OCI and E-visa Scheme. 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 consular applications gets reduced in the country and one or all ICACs is/are bound to be closed or relocated due to any unforeseen circumstances/situation.

## DETERMINATION OF CHARGES FOR OPTIONAL SERVICES

xix) 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 any local taxes and VAT currently applicable in Germany. It is the responsibility of the Service Provider to pay applicable taxes to the concerned Governmental authorities.
- b. The Bidding companies should note that OSs are basically meant to assist the applicants, on an optional basis, and should not be seen as an additional source of income to shore up revenues of the Service Provider and shield from the after-effects of any underbidding of Service Fee. 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 Bidding Company, in the Financial Bid, shall not quote more than the maximum prices determined by the Mission at Annex C.

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## CHAPTER IV: PRE-VERIFICATION

The Bidding Company is requested to fill up the Organisational Profile (Annex-I) appended at the end of this RFP and send it to the Embassy of India, Berlin (Germany) at <[hoc.berlin@mea.gov.in](mailto:hoc.berlin@mea.gov.in)>, immediately without waiting to complete the tender documents. The details should be sent only electronically to the Embassy of India, Berlin (Germany) 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.

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## CHAPTER V: MANDATORY ELIGIBILITY CRITERIA

1. The bidder would be required to meet the following conditions:

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

OR

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

OR

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

Note: The Bidding Company must provide supporting documentary evidence for the current experience claimed, by providing details of web links of such services being rendered as well as necessary certificates/testimonials in support of the same. In the case of past services, necessary certificates from the Mission(s)/Government(s) concerned must be provided. No specific format is prescribed.

(ii) Bidding Company should have a minimum net worth equivalent to US\$ 5 million. The Bidding Company must submit audited balance sheets and income statements for the last three years to demonstrate its net worth, its current financial soundness and its ability to successfully undertake the project. A certificate from a recognized external audit agency regarding the financial soundness of the Company and its ability to provide Bank Guarantees in respect of the services undertaken with the Mission should be submitted. In case the bidding entity is a joint venture, information must be provided for both the partners of the joint venture.

(iii) The annual turnover of the Bidding Company should be at least US\$ 500,000 annually during the pre-Covid three years period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019). The Bidding Company shall provide audited information certified by an external auditing agency to substantiate its claim of a turnover based on three years pre-Covid period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019). In the case of joint ventures, information must be provided for both the partners of the joint venture and a copy of their agreement.

(iv) The Bidding Company must certify that the company and its subsidiaries/partners are not involved 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 Germany or elsewhere and provide information on any previous and current law enforcement cases or any other legal cases against them.

(v) The Bidding Company must provide a list of all the cases in the past five years and their outcome as well as present cases pending litigation in Indian and foreign courts pertaining to outsourcing services or other services based on which the bidding company became eligible to take part in the present tender process.

(vi) Bidding Company must provide the details of notices received as well as penalties imposed on the company/OSP in the last ten years while handling the consular work of organisations/Diplomatic Missions of any countries including Indian Missions/Post(s).

(vii) The Bidding Company must certify that key personnel proposed for ICAC have not been convicted of any criminal offence or on charges of bribery, corruption or fraud. The Bidding Company must provide documentation to show that it has personnel of adequate qualifications for key positions in the ICAC. The details of the proposed key personnel and their experience record must be provided.

(viii) The Bidding Company must certify that it has not been convicted for, or involved in, bribery, corruption or fraud.

(ix) The Bidding Company must provide certification that its operations are compliant with local labour laws and the relevant tax regime.

(x) 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.

(xi) The Bidding Company must deposit a Bid Security deposit (EMD) for Euro \_\_\_\_\_ (@5% of the tender value) in the form of Bank Guarantee(s) (BGs) drawn in favour of Embassy of India, Berlin (as per Proforma at Annexure-J). [Tender value is average annual service fee calculated on the basis of three-year pre-Covid period i.e. Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019 multiplied by total period of contract (three years) [i.e. annual service fee of three years pre-Covid period divided by three and multiplied by total period of contract (3 years)]. The EMD should be valid for 45 days beyond the final bid validity period [i.e. last date of bid submission + six months + forty-five days]. The EMD of unsuccessful bidders will be returned within 30 days of announcement of results of Technical Bids, except in the case of the selected bidding company whose Bid Security (EMD) deposit shall be retained till it has provided Bank Guarantees (BGs) as indicated under Chapter X: Bank Guarantees (BGs) of this document.

(xii) Bid Security Deposit(EMD) and other Bank Guarantees(BGs) can be furnished in the form of Bank Guarantees (BGs) through SWIFT (including e-Bank Guarantee) in favour of Embassy of India, Berlin (Annexures - 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 GoI, registered Micro and Small Enterprises (MSEs) (as defined by Ministry of Micro and Small Enterprises, GoI) are exempt from payment of Bid Security Deposit (EMD). The Biding Company should submit the amounts on its

own without any involvement of any third party. BG provided by a third party on its behalf is not acceptable.

(xiii) 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.

(xiv) The Bidding Company should confirm its capacity to deal with higher volumes of consular applications as per the requirement of the Mission and Posts.

(xiv) The Bidding Company should give its response to items in Annex-D.

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## **CHAPTER VI: JOINT VENTURE/CONSORTIA**

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

(a) **Joint Venture (JV):** If the Bidding Company proposes to implement the project in collaboration with a local business partner, details of partnership, type of JV, including a copy of the Agreement, must be provided. Maximum number of partners in JV should not be more than two and the lead member of JV/consortium should meet at least 75% and other members should meet at least 50% of criteria of Annual Turnover and Net Worth criteria as mentioned in Chapter V: Mandatory Eligibility Criteria, para 1 (ii) and (iii) above in this chapter. The lead member should also meet the conditions mentioned in Chapter V: Mandatory Eligibility Criteria, para 1 (i) above. A change in local partner will not be approved after the closure of the tender or during the period of Contract. However, in special circumstances, Ministry has the discretion to allow a change of partner subject to certain conditions on the basis of recommendation from the Mission. If the change in local partner is not approved by the Ministry, the bidding Company/Service Provider should work either with the previous partner or independently. No member of consortium should have incurred losses during three-year pre-Covid period (i.e. 2017, 2018 and 2019).

(b) A local partner is a company which has been working in the said country for at least three years and is registered as a Company as per the local laws. Any company which has been registered only for the purpose of taking part in the present tender process, will not be eligible for consideration as a local partner. A Joint Venture Company is a company as defined/understood under the Companies Act 2013 or local laws. Wherever a dispute arises or clarification is required, the provisions of the Companies Act 2013 will be relied upon, unless specifically elaborated in the RFP document or any other tender documents related to the outsourcing of CPV services.

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

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

(e) The Lead Member of JV should be directly involved in providing outsourcing services and should not leave it to the member of JV on a royalty or commission basis or any other such arrangement. If such an arrangement is noticed, the Mission has the right to terminate the Contract, encash the Bank Guarantee (BG) for premature termination of the Contract and impose a future ban against taking part in the tender process.

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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 consular services provided by the OSP through Mission / Posts in 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 submission of different types of application forms for availing of consular 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 consular service outsourced to OSP.
- (iii) The website shall clearly display steps for submission of applications for different types of consular services in the text as well as in graphics 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.
- (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) 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. Access to this dashboard shall be provided to designated officials from the Missions/Posts.
- (xi) **Indian Consular Application Center (ICAC):** The OSP is required to set up Indian Consular Application Center (ICAC) as indicated below preferably in vicinity of the Embassy of India, Berlin (hereinafter referred to as Mission) and Consulate General of India, Frankfurt/Hamburg/Munich (hereinafter referred to as Post) at prominent/prime locations in well-connected commercial complexes with ample parking facilities for applicants. The minimum area desirable for ICACs in Berlin is 800 sq. ft. and Frankfurt/Hamburg/Munich is 600 sq. ft. each, sufficient for: front desk/counters/work station/walk-in applicants, chairs for seating of waiting people, space for smooth movement of incoming and outgoing visitors, separate exit/entry to keep flow of people smooth, etc. The Embassy of India, Berlin, Munich-CGI, Frankfurt-CGI, Hamburg-CGI may need to increase or decrease the number/size of ICACs, if deemed necessary, and the OSP shall be required to increase or decrease number/size of ICACs at no additional expenditure/charge to be borne on such account by GoI/Mission/Post/GoI/applicants. 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].

Under jurisdiction of Embassy of India, Berlin:

1. The Space should be adequate and no less than 800 sq feet in area. The entrance should be manned by an usher who would inspect the applications and guide the applicants to appropriate counters. The area of Premium Lounge should be clearly specified within this space. The calculation of costs would include costing of rental of space at a minimum prevalent market rate of Euro 2.76 per square foot per month.
2. There should be a secure zone for video interviews of the applicants.



3. The present consular jurisdiction\* of Embassy of India, Berlin is for residents residing in the States of Berlin, Brandenburg, Mecklenburg-Vorpommern, Sachsen, Sachsen-Anhalt and Thüringen. (\*It may be changed by the Embassy of India, as per administrative requirements)

Under jurisdiction of Consulate General of India, Munich:

1. The Space should be adequate and no less than 600 sq feet in area. The entrance should be manned by an usher who would inspect the applications and guide the applicants to appropriate counters. The area of Premium Lounge should be clearly specified within this space. The calculation of costs would include costing of rental of space at a minimum prevalent market rate of Euro 1.5 per square foot per month.

2. There should be a secure zone for video interviews of the applicants.

3. The present jurisdiction\* of Consulate General of India, Munich covers the States of Baden-Württemberg and Bayern. (\*It may be changed by the Embassy of India, as per administrative requirements)

Under jurisdiction of Consulate General of India, Frankfurt:

1. The Space should be adequate and no less than 600 sq feet in area. The entrance should be manned by an usher who would inspect the applications and guide the applicants to appropriate counters. The area of Premium Lounge should be clearly specified within this space. The calculation of costs would include costing of rental of space at a minimum prevalent market rate of Euro 2.23 per square foot per month.

2. There should be a secure zone for video interviews of the applicants.

3. The present jurisdiction\* of Consulate General of India, Frankfurt covers the States of Hesse, North Rhine-Westphalia, Rhineland-Palatinate and Saarland. (\*It may be changed by the Embassy of India, as per administrative requirements)

Under jurisdiction of Consulate General of India, Hamburg:

1. The Space should be adequate and no less than 600 sq feet in area. The entrance should be manned by an usher who would inspect the applications and guide the applicants to appropriate counters. The area of Premium Lounge should be clearly specified within this space. The calculation of costs would include costing of rental of space at a minimum prevalent market rate of Euro 2.50 per square foot per month.

2. There should be a secure zone for video interviews of the applicants.

3. The present jurisdiction\* of Consulate General of India, Hamburg covers the States of Bremen, Hamburg, Niedersachsen and Schleswig-Holstein. (\*It may be changed by the Embassy of India, as per administrative requirements)

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

(xiii) All terms and conditions of payment of fees, refund, and cancellation requests of any service are to be displayed prominently in the public area of ICAC.

(xiv) The details of the grievance redressal mechanism shall also be displayed in the public area of ICAC.

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

(xvi) The ICAC should also display details of the service levels committed by the Service Provider in the Service Level Agreement (SLA) with the Mission, for the ready reference of the applicants.



(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 EOI / CGIs**

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

- (a) Passport
- (b) Visa
- (c) OCI
- (d) PCC
- (e) Misc. Consular Services (as listed in Annexure L)
- (f) Miscellaneous Attestation Services (as listed in Annexure L)

(ii) The Service Provider shall compile uniform checklists for each of the consular services applicable at all ICACs in 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 Consular applications, together with, fee, including Indian Community Welfare Fund (ICWF), Service Provider's service fee optional fee (as per the approved rate by EOI, Berlin) and supporting documents as prescribed by the Mission from the applicant as approved by the Mission.

(iv) SP 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) In person applications: On receipt of applications at the ICAC from applicants submitting in person or through a representative, the Service Provider should

- (a) scrutinize each column of the application to ensure that the application is filled correctly;
- (b) tally the documents enclosed with the application with the prescribed documents;
- (c) availability of prescribed fee;
- (d) The application complete in all respects shall be accepted by 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 EOI, Berlin/CGIs in Germany 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 Service Provider 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 through email, status tracking portal, etc., as appropriate, 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 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. 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.

(vi) **Postal applications:** The applications received by Post/Courier should be registered / brought into the main system on the same day of receipt at OSP's office. The Service Provider should:

(a) scrutinize each column of the application to ensure that the application is filled correctly;

(b) tally the documents enclosed with the application with the prescribed documents;

(c) availability of prescribed fee;

(d) The application complete in all 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 EOI, Berlin/CGIs in Germany on the same day or the next working day after necessary processing and entries in the Service Portal at OSP's office;

(e) The Service Provider 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 through email, status tracking portal, etc., as appropriate, 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 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. 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) The Service Provider should mandatorily provide 4 SMS updates for Postal/Courier applications (i) receipt of application in the ICAC, (ii) despatch of documents to the Mission, (iii) Receipt of documents in the ICAC from Mission and (iv) despatch of documents by Courier/Posts). In regard to applications received in person in the ICAC, only (ii), (iii) and (iv) may be required. All this information should also be uploaded to the website tracking system on a real-time basis.

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

(ix) 'Walk-in' service is a standard procedure to be adopted in the ICACs and all arrangements should be made to ensure that 'walk-in' applicants are serviced satisfactorily.

(x) All ICACs will maintain separate counters to deal with the applicants who visit the ICAC to seek any consular services hereinafter referred as "walk-in service".

(xi) The ICAC should also receive applicants by appointment without any additional charges and counters must be made separately for them. Service Provider should ensure that appointments are fixed in a transparent way. OSP should build a module for fixing appointments by linking to a single mobile/cell phone/email ID for maximum of four persons (for family members) to restrict applicants from making bulk booking of appointments. The provision for booking of these slots should be indicated on the website of the OSP. Mission/Posts in Germany handled approximately 207 transactions/services per working day based on total cumulative Consular/Passport/Visa services extended by the Mission/Posts in the years 2019, 2020, 2021 and 2022 (upto August) and taking into account the extensive disruption in services in the years 2020-21 due to pandemic). Accordingly, a minimum number of daily appointments would be required. Bidders must submit quotes taking in to account potential increased daily appointment processing, at least 30% over the minimum benchmarks. Delay in appointments will invite penalty as explained under Chapter XI: service level metrics/penalty.

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

(i) The Service Provider should provide an efficient and courteous telephonic enquiry system through Toll-free numbers/Voice Over Internet Protocol (VoIP).

(ii) The Service Provider can charge normal call charges after five minutes.

(iii) Special higher call charges are not permitted.

(iv) No caller should be made to wait for more than three minutes and waiting time should not be chargeable.

(v) The telephone enquiries should be attended to from 9 AM to 7 PM on all working days.

(vi) An automatic answering system should be functional outside the above period including holidays.

(vii) The Service Provider should have special arrangements to deal with emergency calls outside office hours and on holidays to coordinate with the Mission/Post. The Service Provider should also have arrangements to provide emergency visa service outside office hours as well as on weekends / holidays; modalities in this regard will need to be worked out in coordination with the Mission.

(viii) The Service Provider should 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).

**C. Acceptance of Fee**

The Service Provider shall:

(i) Accept fees in all manners of payment generally used in 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 Service Provider 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

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 Service Provider shall issue one receipt for all payments received from the applicant per application and there should not be any missing serial number. No handwritten receipt or miscellaneous receipt should be issued by the Service Provider.
- (v) The Service Provider 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) Service Provider 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 Service Provider 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 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 Service Provider should provide details of daily bank transactions from the ICAC to their bank accounts in the form of a monthly statement, certified by the Bank concerned, which should tally with the details provided to the Mission for audit purposes.
- (xi) Service Provider shall provide details to Mission/Post(s) of all the amounts collected by it through all modes of payments (cash, DD, Bank Draft, Online payment) every day (by close of business hours), every week (by each Monday) and every month (by 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 Service Provider after the service is completed should not exceed one month unless specifically requested by the Mission.
- (xiii) The Service Provider should ensure that the data has been transferred correctly and the same has been digitized and indexed and stored as per the requirements of the Mission.
- (xiv) The Service Provider should provide a monthly certification that it does not hold any personal records of applicants beyond the stated limit. Any violations on this account will be penalized appropriately (as per Sr. No. 41 of SLA penalty metrics).
- (xv) The Service Provider shall maintain proper accounts of all amounts / fees received for each sub-head.

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

- (i) The Service Provider 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 Service Provider'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 (SLA)/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 Service Provider 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) date of handing over of application in Embassy/CGI (vi) 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 (vii) date of deposit of fee into Government Accounts, period of delay and reasons for the same.

(b) Sub-manifest/covering note with a bundle of each type of application (Passport, Visa, Consular service, etc.) mentioning details of all the applications of a particular consular service separately.

(iii) The Statement should be sent by email to the Mission/Post(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 Service Provider 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 Service provider and in case of any loss of documents or delay in returning document/passport, penalty as indicated in Chapter XI shall be levied.

(ii) Service Provider 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) Service Provider shall provide a detailed outgoing/dispatch manifest to Mission/Post(s) through email about dispatch/handing over of documents/passports after disposal of the consular application, showing different stages of



dispatch with dates till the final delivery of the document/passport to the applicant.

## H. Quality Control and Assurance

(i) 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 company:

(a) The Company 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 Consular Services viz., IVFRT, CONSPROM, GPSP, etc.

(i) The Service Provider 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 consular 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 Service Provider shall install prescribed applications, software and hardware for processing of the consular applications viz., IVFRT, 'CONSPROM', GPSP and other such software / applications prescribed by the Government of India from time to time for processing of the consular applications. The Service Provider shall also arrange for the installation of other compatible software and hardware as and when prescribed by the Government of India for processing of the consular applications.

(iii) 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 Service Provider shall upload the application and scanned supporting documents on the respective platform (IVFRT, GPSP, OCI portal, etc.) at the time of initial processing of the application. All the supporting documents enclosed with the application are required to be uploaded with good quality scanning and linked to the respective application so that the application as well as all the supporting documents are available in the Mission / Post

for processing the application electronically.

(v) In the case of OCI applications, the applicants are required to upload the prescribed documents on the OCI portal while submitting an online application. If certain required documents are not uploaded by the applicant, the same shall be uploaded by the SP.

(vi) Those applications which are submitted by applicants directly at the 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) OSP may 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 Service Provider (SP). The OSP shall scrutinize the application forms, passport and enclosures and send them to the Mission/Post concerned as per standing instructions. Any shortcomings in the documentation should be pointed out to the applicant and rectified before dispatch to the Indian Mission.

The Service Provider is responsible for capturing ten-finger and facial biometric data of the applicants (as prescribed by the Mission) and linking it with the respective application. Detailed guidelines for capturing biometrics for Visa applications are prescribed in Annex-B. The biometrics for Visa applications may be transmitted to Mission/Posts electronically along with the case file of the applicant to enable the Mission/Posts to upload them on the IVFRT platform.

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

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.

Any shortcomings in the documentation should be pointed out to the applicant and rectified before dispatch to the Indian Mission/Posts.

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.

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).

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 [Overseas Citizen of India] Cards

- i. The applications for OCI cards are to be filled online by the applicants and supporting documents required as proof of their Indian origin etc. are to be uploaded by the applicants on the portal.
- ii. The OSP shall be responsible to collect the application along with enclosures and send the same to the Mission. 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.

## M. Biometric capturing

- (i) The Service Provider is responsible for capturing ten-finger and facial biometric data of the applicants (as prescribed by the Mission) and linking it with the respective consular 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 facial capturing software for this purpose. Enrolment of facial biometrics as per the Indian e-Governance standards is available on <http://egorstandards.gov.in>
- (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 GOI's National Informatics Centre (NIC) or any other agency approved by the Ministry to put in place seamless procedures for this purpose.

## N. Digitization and Indexation of applications

- (i) The 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 15 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 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/visa/Misc 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 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 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 Service Provider. This additional cost will be in addition to the penalties imposed on the Service Provider 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 Service Provider, 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 8000 (eight thousand) applications at Consulate General of India, Munich, 40000 (forty thousand) records at Consulate General of India, Hamburg and 2500 (two thousand five 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. The OSP should include this component of work in its offer.

**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, minimum 8 (eight) 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 at the ICAC must be fluent in language(s) as per local requirements of the country/zone of operation.

vii. **Submission hours:** ICAC should remain open for six days a week from Monday to Saturday to Thursday. Acceptance of application at the counters of ICAC should be at least 39 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 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 OSP shall Provide a customer feedback 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.
- xiii. The notice board displaying the details of services provided by the OSP for processing of Consular applications including in respect of emergency services e.g. emergency visas outside the office hours as well as on weekends/gazetted holidays should be available in all ICACs.

**Q. Opening of ICACs (Indian Consular Application Centres) during weekends/holidays:** The Service Provider may be required with prior written authorization/instructions from Mission/Post to open ICACs during weekends/holidays in accordance with local laws 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 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 OSP during weekends or holidays.

**R.** In case Mission/Post requires OSP's staff/personnel to be present within the Chancery premises for undertaking outsourced work, no additional expenditure will be borne on such account by GOI/Mission/Post. The OSP will be required to deploy the personnel with PoS (Point of Sale) machines, etc., if needed by Mission/Post. 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].

**S.** OSP will be required to provide 24x7 **helpline**, maintenance of minimum manpower for backend coordination, etc for providing various types of consular services to growing Indian diaspora. 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].

**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 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/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. 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].

**U.** OSP will have to provide a **minimum number of slots** per day for each ICAC, as fixed by the Mission/Post, to be opened for applicants, depending upon the number of services/applicants for various consular services. Mission/Posts in Germany handled approximately 207 transactions/services per working day based on total cumulative Consular/Passport/Visa services extended by the Mission/Posts in the years 2019, 2020, 2021 and 2022 (upto June/August) and taking into account the extensive disruption in services in the years 2020-21 due to pandemic). Accordingly, a minimum number of daily appointments would be required at each of the Centres in Germany. The provision for booking of these slots should be indicated on the website of the OSP. The bidder should take into account the fact, while quoting rates, that these slots may be increased by the Mission and NO extra service charges would be payable for that. 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]. Service Provider will ensure that appointments are fixed in a transparent way. Service Provider's website should build a module for fixing appointments by linking to a single mobile/cell phone/email ID for maximum of four persons (for family members) to restrict applicants from making bulk booking of appointments. Delay in appointments will invite penalty as explained under Chapter XI: Service Level Metrics/Penalties.

## 2. OPERATIONAL SYSTEMS AND INFRASTRUCTURE

The Service Provider shall provide the following for each ICAC:

- a. Details of personnel to be deployed in the ICACs for pre-verification purposes and approval of the Mission/Posts concerned.
- b. Persons not cleared by the Mission/Posts shall not be appointed in the ICAC and shall also not be retained 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 one year's experience in related area of work (for non-managerial staff) and five years experience in related area of work (for Managerial personnel).
- d. The staff of the ICAC should have an appropriate visa/ work permit as per local regulations.
- e. Effective systems and processes should be in place to train staff who can explain clearly and accurately the application process and documentation required. The Mission/Post(s) will 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 Service Provider 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 Service Provider is required to make available a live hunting CCTV feed online (IP based) to the Mission pertaining to the visitors and counters area, for monitoring by the Mission. Penalties, as specified in Chapter XI, will be levied for failure to do so.
- k. The Service Provider will be allowed to charge Service Fee (SF), as per the L1 price offered in the tender process and approved by the Mission, from all individuals who make an application for consular/visa/passport/misc. Services. This fee will be collected by the Service Provider 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.



i. The Service Provider will ensure that the total turnaround time for applications of Passport/Visa/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 Service Provider shall not receive any payments from the Mission, for setting up these ICACs, nor for providing services for consular applicants.

n. The Mission shall entertain no claim for expenses or liability for loss of passports or documents. The Service Provider 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 and India Consular Application Centers (ICACs):**

i. The OSP should create a website for information on services outsourced by the Mission. The website shall be created by OSP only after due approval from the Mission/Post(s) concerned. All required application forms for CPV should be made available by OSP on his website through links to the website of the GoI Ministry/Department/Mission/Post(s) concerned and shall be updated as directed by the Mission/Post(s) concerned.

ii. 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.

iii. 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.

iv. Service Portal (website) shall offer ease of navigation with complete adherence and compliance to W3C standards e.g. STQC etc. (<http://stqc.gov.in>).

v. 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.

vi. The details of GOI fee (for various services), ICWF charges, Service Fee of the OSP and Optional Services charges shall be easily and transparently available on the website for members of the public without the necessity of providing individual applicant/visitor's details to access the information.

vii. No part of the portal information shall be 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.

viii. Any changes in the policy concerning the services offered by the OSP shall be updated within 12 hours from notification by the Mission concerned.

ix. The Centre shall prominently display the Service Level Agreement (SLA) of the Contract on the OSP's website for information on the applicants.

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

- xi. The Service Provider should pay such penalty as may be determined in terms of the Contract, for violating the term(s) and condition(s) of the Contract. The details of such penalties are included in Chapter XI: Service Level Metrics(SLA)/Penalties of the RFP.
- xii. The Service Provider will not assign in whole or in part its obligations under this Agreement. Any violation in this regard can result in the imposition of penalties, termination of the Agreement and a ban on participation in future Bids.
- xiii. The Service Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Mission, which in turn would seek the approval of the Ministry of External Affairs.
- xiv. The Service Provider should have a feedback system for applicants while returning the passports, to survey satisfaction levels in regard to the quality of their service rendered. The feedback should be constantly watched and measures taken to overcome any defects noticed during the feedback. A summary of the feedback should be sent to the Mission/Post on a monthly basis and serious complaints should be brought to the notice of the Mission/Post immediately. The copy of all feedback/grievances received by OSP should be received in Mission/Post at a designated email/ID and Action Taken by OSP on each feedback/grievance should be intimated to Mission/Post within 3 working days or as required by Mission/Post.
- xv. The Service Provider should install a complaint/suggestion box at the ICAC which will be operated by the officials of Mission/Post only. The Service Provider should also have a separate section titled 'Suggestions and Complaints' on its website to receive suggestions and complaints from the applicants, which must be available for viewing by the public. The Service Provider should respond to such complaints to clarify the situation.
- xvi. The Mission/Post(s) will be free to set up any other arrangement to reliably receive feedback from the applicants, independent of those put in place by the Service Provider.
- xvii. The details of arrangements to be made by the Service Provider for providing CPV services, including in respect of emergency 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. Optional Services are not a source of revenue to determine the service fee. A list of approved items of Optional Services is as follows:

S. No.	Name of the OS
i.	Photocopying (per page)
ii.	Photographs (4 photographs)
iii.	Form filling and document upload-Passport
iv.	Form filling and document upload-Visa registration
v.	Form filling-OCI registration
vi.	Form filling and document upload-Misc. Consular service
vii.	Computer with internet facility (per half hour) (form filling at kiosk)
viii.	Courier service within the state where ICAC is located
ix.	Courier service outside the state where ICAC is located
x.	Printing (per page)
xi.	Online registration of birth on MHA website
xii.	Assisted form filling and document upload
xiii.	Indian CPV services @ your doorstep (within the city limits where ICAC is located)
xiv.	Indian CPV services @ your doorstep (within the city limits in cities other than where ICAC is located)
xv.	Premium Lounge service

Note:

(i) 'Form Filling' means Form filling along with Annexures / supporting documents as per the main Passport Application Form and Visa Application Form. Form Filling service charges include filling up a complete set of relevant application forms along with Annexures / supporting documents).

(ii) Authorized corrections made in the ICAC to select fields in the online application form submitted by the applicant should be free of charge.

(iii) 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 facility:**

(a) Premium Lounge Service (PLS) is purely an optional service. The OSP may be required by the Mission/Post to provide 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 Service Provider 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. Automatic updates at each stage of the application process through SMS and mail.

**(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 specially 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 centre

(d) Proposed PLS facility should be located in separate physical space with 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 concerned Mission/Post will fix a ceiling on number of slots on a given day for PLS slots.

### (ix) Courier Services

The Courier Services charge mentioned in the Table of OS on Page 35 shall comprise of two components:

- i) courier service regular (within the limits of state where ICAC is located) = Euro...
- ii) courier service regular (in other states in the jurisdiction of ICAC) = Euro...

### (x) Indian CPV services @ your doorstep:

Similarly, the Indian CPV Services @ your doorstep in the Table of OS on page 59 & 60 shall be a set of two price components (maximum price indicated):

i) For the cities where ICAC are located: for the first applicant, (including biometrics) within radius of 50 kms / city limits (whichever is more) from the locations of ICAC @ Euro 400. For additional applicants of the same family upto a maximum of 4 persons @Euro 200. Further additional applicants at the same booking @Euro 100 per applicant. [e.g. 1 applicant = Euro 400; for 2 applicant Euro 400 + 200 = Euro 600 & so on after a maximum of 4 applicants i.e., Euros 400+200+200+200 = Euro 1000, further additional applicants will be charged Euro 100 only]

ii) For cities other than ICAC location: for the first applicant, (including biometrics) in other cities/places within the jurisdiction of ICAC @Euro 600. For additional applicants of the same family upto 4 @Euro 300. Further additional applicants at the same booking @Euro 300/applicant.[e.g. 1 applicant = Euro 600; for 2 applicant Euro 600 + 300 = Euro 900 & so on after a maximum of 4 applicants i.e., Euros 600+300+300+300 = Euro 1500, further additional applicants will be charged Euro 200 only]

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## CHAPTER VIII: SERVICE STANDARDS

1. The following standards shall be ensured by the Service Provider:

a. The Service Provider shall ensure a high level of service standards with regard to the facilities and amenities in the ICAC, for efficient processing of cases so that the waiting time is minimised (less than 30 minutes preferably and under no circumstances greater than 1 hour) and customer satisfaction is maximised. Unless otherwise directed by Mission/Post(s) concerned, ICACs should always have 'Walk in' services operational for all the applicants.

b. The Service Provider should ensure that the staff of the ICAC are courteous and helpful and should not indulge in unpleasant arguments or use of foul language or engage in any corrupt practices/activities. The Service Provider should ensure strict discipline, punctuality and decorum of office amongst the staff of the ICAC.

c. There will be a provision for review of service standards after each year of operation. During the review, any inadequacies or falls in standards of service rendered by the Service Provider should be resolved to the satisfaction of the Mission. If the Mission is not satisfied with the response of the Service Provider, the Mission shall have the right to impose penalties and/or terminate the Contract by giving six months' notice. If for any specific serious reasons, the Mission decides to terminate the Contract prematurely, the Mission shall encash the Bank guarantee provided by the Service Provider for premature termination of the Contract.

d. A list of service standards enforceable by the Mission and the penalties applicable in cases of default are available in the Service Level Agreement under Chapter XI: Service Level Metrics (SLA)/Penalties.

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

i) The OSP shall provide a **Bank Guarantee of Euro 190,000 (Euro One Hundred Ninety Thousand only) for the Government funds held by it temporarily, after collection, and for the safety of documents**, fixed at 5 days of daily Government revenue for the Mission/Posts for providing consular, passport and visa services (CPV), being outsourced by the Mission/Posts, as applicable (based on the average of the three-year pre-Covid period (Jan-Dec 2017, Jan-Dec 2018, Jan-Dec 2019). In case of repeated defaults, the Mission reserves the right to terminate the contract.

ii) The OSP shall provide a Performance Bank Guarantee(PBG) of **Euro 270,000 (Euro Two Hundred Seventy Thousand only)** (fixed @ 3% of the contract value; contract value is average annual Service Fee of the OSP for three-year pre-Covid period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019) multiplied by total contract period in years (i.e Service Fee of the OSP'). [To be calculated as per L1]. PBG should be valid for a period of six months beyond the expiry of the contract period, for penalties due as explained under the section on 'Penalties' of the RFP and in accordance with the Contract. The amount of PBG shall be given in four pieces with 50%, 20%, 20% and 10% of the total value. The Mission can invoke any or all of these Bank Guarantees depending on the extent and the severity of the violation of the terms of the Agreement. [For the extended period of the Contract, the BGs should be renewed with further extension of additional six months to determine and settle any dues arising out of non-completion of work and non-payment of penalties, etc].

iii) The OSP shall provide a Bank Guarantee of 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 average of the three-year pre-Covid period (Jan-Dec 2017, Jan-Dec 2018, Jan-Dec 2019).

iv) The OSP will effect and maintain insurance sufficient to cover its obligations under the Agreement, properties of the ICAC, staff obligations etc., for the respective buildings of the ICACs for the 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/provisions of SLA , Termination of Contract, Forfeiture of Bank Guarantee provided for Premature Termination of Contract, and* barring of the Service Provider from participation in future tender processes, as appropriate.

v) All Bank Guarantees shall be irrevocable and must be submitted at the time of signing of the Contract as per the format enclosed as Annex G. The Bank Guarantee shall be valid up to a period of six months after the expiry of the Contract. Whenever the Contracts are extended, the Bank Guarantees should be extended accordingly with a further extension of additional six months to determine and settle any dues arising out of non-completion of work and



non-payment of penalties etc. After the expiry/termination of the Contract, the OSP should extend the BG on six monthly basis till all the pending matters, if any, are settled and a 'No Dues Certificate' is issued by the Mission/Ministry. The initial BG should be valid for the entire term of the contract period plus six months, which shall be submitted by OSP at the time of signing the contract, and thereafter for any extension period plus six months. The extension of the BG is the sole responsibility of the OSP and if any delay or unwillingness on the part of OSP is noticed, the Mission/Ministry has the right to encash the Bank Guarantee.

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

vii) Any delay in submission of Bank Guarantees will lead to a delay in signing the Agreement. The prospective OSP will be fully responsible for any delay in starting the outsourcing operations and resulting in financial liabilities.

viii) **Bid Security Deposit (EMD) and other Bank Guarantees (BGs)** can be furnished through SWIFT (including e-Bank Guarantee), as per format given in Annex- G and J, as per prevailing instructions of the GoI. BGs issued by a nationalised bank in India/any of the Commercial banks or Schedule-A Private Sector banks which are listed on NSE/BSE or any foreign bank scheduled/accredited by the Central Bank of that country are acceptable. MSEs (as defined by Ministry of Micro and Small Enterprises, GoI) are exempt from furnishing Bid Security Deposit (EMD).

(ix) The validity of EMD and PBG will be governed with relevant clauses of RFP.

(x) The bidding company should submit the amounts of BGs on its own, without any involvement of any third party on its behalf. BG provided by a third party on its behalf is not acceptable.

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## **CHAPTER XI: SERVICE LEVEL METRICS/PENALTIES**

(i) Any violation of the terms and conditions mentioned in this RFP/Agreement signed after the conclusion of the RFP shall entail the imposition of penalties on the 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, @ Euro100 for the first time of such violation, @Euro200 for the second violation, @Euro300 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 Ministry or Mission concerned giving an opportunity to the OSP to explain their position within 5 working days from the date of receipt of such Notice. In case, the explanation submitted by the OSP is not acceptable and penalty is imposed and communicated to the OSP, OSP shall be required to deposit the penalty amount in the Mission within a period of 7 working days from the date of issue of such a communication.

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

(v) In the case of non-payment of penalties for a period exceeding four weeks, Ministry/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 the Contract and ban the company from 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 Euro100 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 Euro100 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 Euro 200 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 Euro 300 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	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

		applicants to the Mission/Post(s) as per the schedule fixed by the Mission/Post(s) concerned	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 upto a maximum penalty of Euro 100 in each case.
8	Postal/ Courier applications	<p>The OSP shall be responsible for bringing all postal/ courier applications into the main tracking system on the day of their receipt. Postal applications after scrutiny shall be transmitted to the Mission 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>For any violation, the OSP shall be liable to pay a penalty equivalent to the service fee multiplied by the number of days of delay.</p> <p>Any delay in providing a daily statement of such details will invite a penalty of Euro 25 for each day of delay.</p>
9	Scanning/Digitisation and Indexation of documents	<p>Mission/Posts in 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 15 calendar days 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</p>	Any delay beyond this time frame will entail penalty @ 1% of the Service Fee of the service rendered by the OSP, per application multiplied days of delay. Any delay attributable to the OSP beyond three months would lead to forfeiture of Bank Guarantees (BGs) and termination of Contract.

		handing over the documents to the SP.	
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 Euro 100 to Mission/Post for each such incident.</p> <p>Failure of OSP to provide Optional Services is not permissible and would lead to a penalty of Euro 100 per service per week till the time such service(s) is instituted</p>
11	Collection of unauthorized amounts from the applicants	The OSP agrees to provide access to the Bank Statement of the designated Bank Account and its Statement of Daily Cash Collection to the Mission/Post(s) concerned.	If any unauthorized amount is found to be credited to the account or collected directly or indirectly from the applicant, the OSP shall be liable to pay a penalty equivalent to double the unauthorized amount collected or Euro 200 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	<p>If the service provider fails to pay the shortage of collection within the prescribed time (month) before raising invoice, an amount of 5 times the shortage of amount shall be levied to the Service Provider</p> <p>Ref: Assume the OSP has collected Euro2 lesser than the prescribed fee from 5 applicants. The total Euro10 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 Euro10x5 = Euro50 shall be levied as penalty.</p>
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 Euro300 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	Any violation may lead to a penalty of Euro100 per day, unless commuted or decided otherwise by the Mission concerned in special circumstances.

		hours are changed by the Mission in consultation with the OSP.	
15	Location of the ICAC	<p>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.</p> <p>Approval of Mission/Post(s) concerned is required in each such case.</p>	Any discrepancies between the offer and actual location of the ICAC, unless specifically approved by Ministry/ Mission will result in a penalty of Euro100 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 @ Euro 100 per day for the next 30 days will be levied. Any delay beyond this period of 60 days will result in levying of penalty @ Euro 200 per day.
17	No. of Counters for Reception, Submission and Enquiry	The OSP agrees that he/she shall ensure that the counters at each ICAC shall be as 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 @ Euro 100 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 Euro 200 per day.
18	Appointment of Centre Manager at each ICAC and a Country Manager	<p>Each ICAC should have a designated Centre Manager who is responsible for the functioning of the ICAC.</p> <p>The OSP shall also ensure that a Country Manager responsible for operations of all the ICACs in the country concerned is appointed as Head of the ICACs.</p>	<p>Any violation would lead to a penalty of Euro200 per week till the matter is rectified.</p> <p>A part of the week will be taken as a full week.</p>
19	Overall Turnaround time at the ICAC	<p>The OSP agrees to ensure that the overall processing time for a CPV Service at the ICAC shall not exceed 30 minutes from the time of entry into ICAC (token generation) to the time of generation of submission receipt for the applicant.</p> <p>Clear audit trails of these times</p>	<p>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.</p> <p>Non submission of audit trails shall entail a penalty of Euro 100 per day till the submission of the same.</p>

		shall be made available to the Mission/Post(s) concerned on a daily basis.	
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 7 P.M. on all working days with updated information on a real-time basis. Waiting time shall not exceed 3 minutes.</p> <p>A daily log indicating the waiting time and the handling time for each call shall be provided to the Mission/Post(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 Euro2 per delayed call.</p> <p>Non submission of daily log may lead to a penalty of Euro25 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 Euro2 per delayed response.</p> <p>Non submission of weekly log may lead to a penalty of Euro25 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> <ol style="list-style-type: none"> <li>Acceptance of application form in the ICAC</li> <li>Dispatch of application form with documents to the Mission</li> <li>Processing in the Mission</li> <li>Receipt of documents from the Mission</li> <li>Dispatch of documents to the applicant giving details for tracking</li> </ol>	<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 Euro100 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 Euro200 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 Contract	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 Euro50 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 Euro25.
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 monitoring system	The OSP agrees to provide access to monitoring system.	
30D	Whatsapp bot	The OSP agrees to provide Whatsapp bot.	



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 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 Euro100 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 Euro100 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 Euro100 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 Euro50 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 Mission/courier applications.	The Service Provider should mandatorily provide 4 SMS	More than five instances in a month of failure to provide SMS service/updates may lead to

		updates for Mission/courier applications (i. receipt of application in the ICAC, ii. dispatch of documents to the Mission, iii. receipt of documents in the ICAC from the Mission and iv. dispatch of documents by Courier/Post). In regard to applications received in person in the ICAC, only ii, iii and iv may be required. All these information should also be uploaded to the website tracking system on a real-time basis.	warning to the OSP. After five instances in a month, each case will entail a penalty of Euro10.
38	Minimum number of appointment slots per day	OSP should ensure that the appointment slots are commensurate with the number of applications received in a day on average basis as fixed by the Mission/Posts	Any violation shall entail penalty equivalent to service fee per application multiplied by the number of applications.
39	Phone calls rate after the free prescribed time limit (five minutes).	Service Provider can charge normal call charges 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 @ Euro100 for the first time of such violation, Euro200 for the second violation, Euro300 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
40a	Refunds towards Incomplete applications.  Incomplete applications may be retained by OSP for a period of twenty-one working days to enable corrections and rectify deficiencies.	OSP should submit the completed applications to Mission/Post at the latest within a period of ten working days.	
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 alongwith 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.	
40c	The status of the applications inter alia	A consolidated list of all incomplete applications	

	pointing out to any deficiencies shall be updated in the portal's tracking system at all the stages.	should be shared with the Missions/Post on monthly basis. Any violation shall entail penalty.	
41	Delay in submission of monthly certification regarding personal records of applicants.	The OSP agrees that he shall submit the requisite monthly certification that it does not hold any personal records of applicants beyond the stated limit.	Any violation on this account shall lead to penalty of Euro 200 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 @Euro100 for the first time of such violation, Euro 200 for the second violation, Euro 300 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 contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to resolve the same amicably between them. In the event the Parties are unable to resolve their dispute amicably, the following dispute resolution procedures shall apply:

i. Any dispute or grievance not resolved amicably between the parties, shall be forwarded by OSP to the Monitoring Committee which shall be headed by HOM/DCM of the Mission. 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/DCM. After giving an opportunity of being heard by the OSP, the Monitoring Committee shall consider the matter and give its decision thereon in writing.

ii. If the dispute is not resolved at the level of the Monitoring Committee or within three months from the date of bringing the dispute to the Monitoring Committee, the dispute may be referred to the Appellate Authority in the Ministry. The Appellate Authority shall be headed by the Secretary / Additional Secretary or a nominee not below the rank of Joint Secretary and comprise of the Joint Secretary (CPV), one officer not below the rank of Director in the CPV Division; one officer from the Finance Division not below the rank of Deputy Secretary; one officer from the Administration Division not below the rank of Under Secretary.

iii. If the dispute is not resolved in the Appellate Authority, the Parties may submit the dispute to Arbitration under the Delhi International Arbitration Centre (DIAC) in accordance with DIAC (Arbitration Proceedings) Rules, 2018, as amended from time to time. In the Arbitration, before DIAC the applicable law shall be Indian law for all purposes, both substantive as well as procedural. The working language of the Arbitration shall be English. The seat of Arbitration shall be 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 a such 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 MEA/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 and as may be permissible under the applicable State laws. However, the Government of India/Mission 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 Service Provider. 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 Germany and encashing the Bank Guarantee for Premature Termination of Contract. Termination will have effect from the date of notification unless there is a specific statement to the contrary in the notice of termination.

(ii) The OSP will have the option to terminate the contract by giving 06 (six) months advance notice to the Mission and Post with justification for termination of services, to be accepted by Mission/Post/Ministry. The Mission and Post reserve the right to impose a financial penalty as prescribed subsequently under Chapter XI: Service Level Metrics (SLA)/Penalties–Sl. No. 24, in case the latter terminates the contract without providing six months termination notice.

5. In the event of implementation of a 'Visa Free' regime agreed to mutually between the Government of India and the Government of Germany, the Government of India/Mission will not have any liability to compensate the Service Provider.

6. In the event of liberalization of the e-Visa regime or any other liberalized visa regime after the floating of the RFP or during the period of Contract, the Government of India/Mission will not have any liability to compensate the Service Provider.

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

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

1.i. The Service Provider shall ensure complete confidentiality of the information provided by service seekers; for the safe custody of all documents; and will further ensure that it is used for no other purpose than the processing of the applications in conformity with Indian and local laws. The Service Provider shall indemnify the Mission in the event of any leakage of such information, or loss of passports/documents, during his/her handling of the outsourcing services, and any consequential claim made by the applicant/applicants or any local Government authority. Every

incident of loss of passports/documents will invite a penalty of Euro300 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 Service provider.

ii. The Service Provider will ensure access of authorized officials from the Mission/Post(s) to its premises and documents.

iii. The Service Provider will not represent himself/herself and will ensure that the Service Provider's officials and sub-contractors do not represent themselves as an official or agency or organ of the Mission/Post(s) or of the Government of India. Any violation in this regard will result in the imposition of penalties against the Service Provider.

iv. Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from Ministry. All material supplied to the Ministry/Mission/Post(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 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 and would in no way seek the involvement of the Ministry/Mission in any form, whatsoever.

vii. Ministry will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'Confidential'. However, subject to the Right to Information (RTI) Act 2005 of the Government of India (GoI), Ministry may be required to release information supplied in this RFP in accordance with the provisions of that Act or by an Order of the Courts in India.

viii. The information in this RFP, or otherwise supplied by the Ministry/Mission 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) **Envelope 1:** A separate closed envelope containing Bank Guarantee (BG) for Bid Security Deposit (EMD). Bids received without EMD will be summarily rejected. The bidding company should submit the amount/BG on its own without any involvement of any third party. BG provided by a third party on its behalf is not acceptable.

(ii) **Envelope 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 alongwith soft copy (Microsoft Word format) in a CD, to be enclosed.

(iii) **Envelope 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 should not exceed the maximum price prescribed by the Mission in the RFP. However, the Service Provider 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 will not be accepted.

(v) All the above three envelopes should be *superscribed* with titles indicated in bold letters and sealed and placed in a larger envelope, securely and *superscribed* as '**Tender Documents for Outsourcing of Consular/Passport/Visa/Miscellaneous Attestation Verification Services**'.

2. The proposal must be received by 1730 hours (Local Time) on 5<sup>th</sup> June, 2023. The Technical Bids will be opened on 5<sup>th</sup> June, 2023 at 1500 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.

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 Consular/Passport/Visa/Miscellaneous Attestation Verification 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 Bid Security Deposit (EMD). Bids received without EMD will be summarily rejected. The bidding company should submit the amount/BG on its own without any involvement of any third party. BG provided by a third party on its behalf is not acceptable.

(ii) **Envelop 2:** A separate envelope containing the Technical Bid comprising Bid Cover Letter and declaration (Annex H), Mandatory Eligibility Criteria (Annex D), Technical Bid (Annex E) and Declaration by the Bidder (Annex F).

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

b. The representatives of the Bidding Companies will sign a statement as per proforma prescribed by the Mission as a token of confirmation of the documents having been received in the Mission in time. Tender documents received after the scheduled time will not be considered.



c. The bids which are not accompanied by the Bid Security Deposit (EMD) and a separate envelope for the Financial Bid will be summarily rejected.

d. The Technical Bids will be examined and evaluated by the Outsourcing Committee (OC) formed by the Mission, subsequently in the Chancery 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 Annex-E such as address of the ICAC, proximity to the Mission, transport access to ICAC, parking slots, size of the centre, number of submission counters, organizational structure, et el. 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).

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

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

### **(ii) Financial Bid Evaluation:**

a. The Financial Bids (Annex C) of only those bidders who qualify in the technical evaluation (i.e. Stage 1) shall be opened at this stage. The Financial Bid(s) of the Bidding Company(ies) disqualified in the Technical Bid stage will not be opened. The Financial Bid in sealed condition will be returned to the Bidding Company unless deemed by the Mission as required for investigation purposes. The Bidding Companies which did not qualify in the Technical Bid stage will be informed of the reasons for their disqualification by email. The Bid Security Deposit of technically disqualified will be returned not later than thirty days from the date of 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 arrived at as per the following formula:

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

\*OS fee is sum of charges quoted by bidder for all 15 Optional Services mentioned in Annexure-C.

# Total No. of Optional Services i.e. 15.

- (i) Service Fee is the sum of fees quoted for basic services, finger biometrics and facial biometrics.
- (ii) 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.
- (iii) 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 OSs 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 selected company will also be informed by email to all the qualifying Companies in the Financial Bid stage.

j. In the case of the company which has been awarded the Contract, the EMD will be returned only after submission of the requisite Bank Guarantees (BGs) and signing of the Agreement. If the Company fails to sign the Contract along with the BGs or fails to complete the procedures for opening the ICACs as per the time schedule stipulated by the Mission, the Bid Security Deposit (EMD) will be retained by the Mission and the Company may be banned from participation in future tender processes.

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## **CHAPTER XVI: TIME-LINES AFTER AWARD OF CONTRACT**

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

1. The Service Provider must ensure the following:

### **Within 7 Days - Signing of contract**

a. Signing of the contract between the Mission and Service Provider - 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 contract**

b. Selection/Finalization of ICAC premises and approval of the Mission for the same – within fourteen working days of the signing of the contract or within such time limit as may be specified by the Mission. Service Provider must certify and provide documentation from concerned authorities that all local regulations of the Country/City are being complied with. The ICACs must be located, within 4 kilometres of the Mission concerned. The ICAC must be located in a reputed area where security is not an issue, and is easily accessible by public transport. Where more than one ICAC is proposed in the same city where the Mission is located, at least one ICAC must be within 4 KMs from the Mission and as mentioned above. 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 contract, the Mission will evaluate the situation. The Mission must be provided status of progress achieved every other day in writing in accordance with the timeline of implementation set by 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 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 contract. The Service Provider must provide employee details together with a copy of the signed contract.

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

e. Readiness of ICAC premises including installation of hardware, 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 - 1 week prior to commencement of services.

g. The prospective 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 Contract 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 1st July, 2023 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 Contract or positioning of the new OSP etc.

Sl. No.	Milestone	Time for Completion
	Signing of the contract between the Mission and OSP	To be indicated.
	Identification & Selection of Premises	Within 14 Days of signing of the contract.
	Parallel placement of Personnel	Within 14 Days of signing of the contract.
	IT & Non IT Infrastructure	Within 21 Days of signing of the contract.
	Manpower (after due trainings & handshake)	Within 28 Days of signing of the contract.
	Operations & implementation	Within two Months of signing of the contract.

Delay in opening ICACs:

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

The Mission/Ministry has the right to encash the Bid Security Deposit/Bank Guarantees depending upon the quantum of penalty, if the above penalties are not paid within one week of the imposition.

The Mission/Ministry has the right to 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 CONTRACT**

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

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#### **CHAPTER XVIII: LIST OF ANNEXES**

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

Sl. No.	Annex	Title	Page No.
1	Annex-A	Technical parameters for digitization	49
2	Annex-B	Biometric specifications	52
3	Annex-C	Financial Bid	54
4	Annex-D	Mandatory Eligibility Criteria	62
5	Annex-E	Technical Bid Evaluation	64
6	Annex-F	Declaration by the Bidding Company	72
7	Annex-G	Bank Guarantee format	74
8	Annex-H	Bid Cover Letter and Declaration	75
9	Annex-I	Organisation Profile	77
10	Annex-J	Bank Guarantee for Bid Security/EMD	78
11	Annex-K	Guidelines for Attestation of documents	80
12	Annex-L	List of Misc. Consular Services & Misc. Attestation Services	82

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## **Annex A: Technical specifications for Digitization of CPV documents**

### **Deliverables**

1. 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 Consular applications as per the specifications below. Uniform and Standardized software should be used for image processing. (The image processing should ensure that the quality and the content of the image are maintained intact). The data is to be provided to the Mission 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, GoI may ask for a digital signature on these documents. The PDF files thus created should (in future) be capable of including DIGITAL SIGNATURE CERTIFICATES. The PDFs thus created should be capable of being read by Adobe Version 5 and above, apart from being possible to integrate with PDF readers other than Adobe.

i. The vendor needs to arrange the retrieval software also. The retrieval software should have the provision to retrieve the image file 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.

## 2.2. Specification of images:

1. Should be black and white at 200 DPI with a size not exceeding 1000KB per page
2. The average page size should not exceed 100kb excluding the pages having a photograph.
3. Images should be de-skewed.
4. Images should be checked for black borders.
5. The first page with a photograph of the application should be scanned in both colour and black and white.
6. All pages in an application should be scanned as available in the file.
7. Once the files are scanned, the 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.

All blank pages should be deleted

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.

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.

The following data format and naming strategy should be strictly followed for easy data loading Centrally and locally:

5. For each Category for documents (Passport, Visa), there are three types of files (Image File, .csv with Metadata, Text file with Zero bytes). The DVD naming convention is briefed below:

DVD naming nomenclature should be as follows for successfully uploading of DVD into DMS server:

1. 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

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

3. Naming convention of CSV file and pdf folder should be as given below:

The Mission code(4 Char)+application type(1or 2 char)\_outsourc agency(3 Char)\_date(in DDMMYY format)  
e.g.

CSV File : SAURV\_VFS\_241013.csv

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

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

Application Type code

V for Visa application

Blank for Passport application

Data Submission/Acceptance:

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

The final data should be written on to 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\_vendor code\_serial number. e.g USANV\_AGENCY\_CODE\_0001

USAN Mission code for New York (USA).

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

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

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

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

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

### Provisioning Implementation of Biometric Enrollment at Indian Missions

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

2. Enrollment of facial biometrics as per the Indian eGovernance 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)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, ISO 19794-2,ISO 19794-4
5	Minex Compliant Alogorithm for Minutia Extraction (ANSI-378)
6	Necessary Licenses (should not expire)
7	Minutia Templates (Proprietary)
B	Technical Requirements for 1:1 Verification Software
	1) Minex Compliant Algorithm for Minutia based matching on the same 4+4+2 device
C	Recording of the biometric enrollment process shall be mandatory in addition to other requirements of the RFP and local laws

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

“4-4-2” Finger print Device Specification As as per specifications provided by STQC.

Device Characteristics	Values

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

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

Notes for the bidder:

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

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

Note: All items under part I, II and III are to be filled correctly without any omission. Any vague details/ no response may lead to rejection of the bid. The Mission has the right to disqualify the bidders in the Financial Bid stage if the costing details are not commercially viable and found to be unsustainable, treating the Bid as unresponsive.

**PART-I: Standard Cost Sheet for outsourcing of Consular/Passport/Visa/OCI support Services for the Embassy of India, Berlin which also covers CGIs in Germany.**

(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. mts.
- (e) Location of the ICAC is as per local regulations: ... Yes.

Note: Please provide details for each Centre separately.

**Section – B**

S. No.	Parameter	Total anticipated cost (in CAD)				Remarks by Mission/ Ministry (official use only)
		Monthly Expenditure  (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	Number of counters, cubicles and office rooms to be installed with price:  Counters cubicles office rooms	Please explain here briefly.				
3	Cost for above					

4	Number of Server/ computers with accessories to be installed. (pl specify price per item)	Please explain here briefly.				
	1. for Counters					
	2. for Office					
	3. for Public					
5	Cost for above					
6	Description of furniture (chairs/ tables etc) to be put in the Centre. (pl specify with quantity and price per item)	Please explain here briefly.				
	Office:					
	Public:					
7	Cost for above					
8	No. of hardware items 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					
9	Cost of above					
10	List of equipment for CCTV with quantity and price per item	Please explain here briefly.				
	Cameras,					
	Computer					
	Hard disc					
11	Cost for above					
12	Facilities at ICAC. (Pl specify items with quantity and price)	Please explain here briefly				
	TV					
	Drinking water,					
	Facilities for OS.					
13	Cost for above					
14	Installation of	Please explain here briefly.				

	Ticket vending machine electronic display of the applications in progress (specify separately with quantity and price per item)				
15	Cost of above				
16	Number of phone lines and internet connections (Specify items with quantity and price per item)	Please explain here briefly.			
17	Cost for above				
18	Description of contingency plan in case of interruptions	Please explain here briefly.			
19	Cost for above				
20	Description and number of equipment to be installed for Computerization: digitization and indexation of documents, transfer to the Mission for uploading, making copies of data in DVD (duplicate) for providing to the Mission as explained in the RFP	Please explain here briefly.			
21	Cost for above				
22	Cost of operation of website				
23	Number of staff in different areas of operation indicating the position and responsibilities of Executives/senior IT experts/ /staff deployed.	Organizational chart indicating the position and responsibilities of them			
		a. Executives/Experts in IT/data security//Supervisors (pl give details category wise)			
		b. Staff			
		c. Security			
		d. Others			
		(indicate number in each category and emoluments including social security)			
24	Cost for above				



25	Mechanism for monitoring the quality of services and performance checks including its frequency and remedial measures	Please explain briefly			
26	Cost for above				
27	Transportation of documents between ICACs and 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			
28	Cost for above				
29	Establishing a Call Centre using VOIP/Toll free system.	Note: Employees should know besides English, the local language of the country and language of the Indian community as per requirement. Please explain briefly			
30	Cost for above				
31	Training for staff of the ICACs	Please explain briefly			
32	Cost for above				
33	Administrative procedures for obtaining bank guarantees and other Bank charges connected with BGs	Please explain briefly			
34	Cost for above				
35	Details of travelling of company personnel for this project after the award of Contract and during the period of contract				
36	Cost for above				
37	Provision for Interest expenditure, if any				
38	Mandatory SMS	4 mandatory SMS			
		i. Receipt of documents at the ICAC( both in person and by Post/courier			
		ii. Despatch to 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				
39	Cost for above					
	Total Cost in Euro					

Service fee will be in Euro

Section- C

Summary of the Costing Statements

S.No.	Details of Centres	Anticipated Expenditure for the contract period
i.		
ii.		
iii.		
iv.		
v.		
vi.		

Total expenditure for all the Centres:

## PART-II-A

### Proforma for Service Fee and OS charges

Name of the Bidding Company:

Financial Bid for outsourcing of Consular/Passport/Visa/OCI/GEP Verification Services

Sl. No.	Description	Amount (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 firm quotes NIL or abnormally low charges/consideration, the bid shall be treated as unresponsive and will not be considered. The decision taken by E/I, Berlin /Ministry in this regard shall be final.

Note 2: Total Service Fee quoted above shall be inclusive of all local taxes (VAT/GST/CST, etc.) as applicable in different provinces 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 commencement of outsourcing operations, the same for passport and consular services will be announced separately as and when the procedures have been finalized by the Ministry. Biometric charges will become applicable as per the actual rendering of services, otherwise only basic service charges will be applicable.

## PART-II-B

### Offer for Optional Services

S. No.	Name of the OS	Maximum Price Fixed by Mission	Price Offered
i.	Photocopying (per page)	Euro 0.200	
ii.	Photographs (4 photographs)	Euro 10	
iii.	Form filling and document upload-Passport	Euro 20	
iv.	Form filling and document upload-Misc. Consular service	Euro 20	
v.	Form filling and document upload-Visa registration	Euro 10	
vi.	Form filling-OCI registration	Euro 20	
vii.	Computer with internet facility (per half hour) (form filling at kiosk)	Euro 10	
viii.	Courier service (for all services) within the province	Euro 20	
ix.	Courier service (for all services) outside the province of location of ICAC	Euro 30	
x.	Printing (per page)	Euro 0.25	
xi.	Online registration of birth on MHA website	Euro 10	
xii.	Assisted form filling and document upload	Euro 20	
xiii.	Indian CPV services @ your doorstep (within the city limits of location of ICAC)	Euro 400 for first person and Euro 200 for each additional member of the same family (including biometrics) upto a	

		maximum of 4 persons within 50 kms. of the city limits of the ICAC. Every additional person in a family of more than 4 person will be charged Euro 100 for the Service.	
xiv.	Indian CPV services @ your doorstep (beyond 50 kms of the city limits other than ICAC locations)	Euro 600 for first person and Euro 300 for each additional member of the same family (including biometrics) upto a maximum of 4 persons beyond 50 kms. of the city limits of ICAC. Every additional person in a family of more than 4 person will be charged Euro 200 for the Service.	
xv.	Premium Lounge service	Euro 100	
Sum of all <b>15 Optional Services(OSs)</b>			

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

Note 2: Optional Service Fee quoted above shall be inclusive of all local taxes (VAT, GST/CST, etc.) as applicable in different regions jurisdiction of Federal Republic of Germany and shall only be paid online by the applicants. It is the responsibility of the Service Provider to pay applicable taxes to the concerned Governmental authorities.

### Section-Part III

#### Justification for Service Fee quoted

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

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

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

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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	<b>EXPERIENCE OF THE COMPANY</b>
1.	<p>The Bidding Company with sound financial and business credentials must have at least 3 (three) years' experience of operating a Centre for consular/visa/passport services on behalf of a Diplomatic Mission of the Government of India or any other foreign Government dealing with at least 150 applications per working day during pre-Covid three years period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019).</p> <p>or</p> <p>5 years' experience in e-governance projects/IT-related projects of the Government of India which requires public dealing having a minimum of 100 applications per working day during pre-Covid five years period (Jan-Dec 2015 to Jan-Dec 2019).</p> <p>or</p> <p>10 years' experience in tourism travel industry which has arranged tours for at least 150,000 travellers during pre-Covid three years period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019). Details of all such tours arranged should be provided.</p> <p>Note: The Bidding Company must provide supporting documentary evidence for the current experience claimed, by providing details of web links of such services being rendered as well as necessary certificates/testimonials in support of the same. In the case of past services, necessary certificates from the Mission(s) /Government(s) concerned must be provided. No specific format is prescribed.</p>
	Response of the Bidding Company alongwith certificates
II	<b>FINANCIAL STRENGTH OF THE COMPANY</b>
1.	<p>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.</p>
	Response of the Bidding Company alongwith certificates
2.	<p>The annual turnover of the Bidding Company should be at least US\$ 500,000 annually during the pre-Covid three years period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019). The Bidding Company shall provide audited information certified by an external auditing agency to substantiate its claim of a turnover based on three years pre-Covid period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019). In the case of joint ventures, information must be provided for both the partners of the joint venture and a copy of the their agreement.</p>
	Response of the Bidding Company alongwith certificates
3.	<p>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.</p>
	Response of the Bidding Company alongwith 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 alongwith 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 alongwith certificates
2.	The Bidding Company must certify that the company and its subsidiaries/partners are not involved in any unlawful or illegal activity including but not limited to human trafficking, anti-Indian activities, hawala, tax evasion, financial fraud, corporate malpractices, etc. The bidder must certify that it has no outstanding criminal or civil liabilities in 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 organisations/Diplomatic Missions of any countries including Indian Missions/Post(s).
	Response of the Bidding Company
5.	The Bidding Company must certify that key personnel proposed for ICAC have not been convicted of any criminal offence or on charges of bribery, corruption or fraud. The Bidding Company must provide documentation to show that it has personnel of adequate qualifications for key positions in the ICAC. The details of the proposed key personnel and their experience record must be provided.
	Response of the Bidding Company
6.	The Bidding Company must certify that it has not been convicted for, or involved in, bribery, corruption or fraud.
	Response of the Bidding Company
7.	The Bidding Company must provide certification that its operations are compliant with local labour laws and the relevant tax regime.
	Response of the Bidding Company
8.	The Bidding Company should confirm its capacity to deal with higher volumes of consular applications as per the requirement of the Mission and Posts.
	Response of the Bidding Company

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

## **Annexure-E: Technical Bid**

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

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

I. **Basic Information:** The response of the Bidding Company must be in the same order as the items in the RFP and in text form only.

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

i. **Professional Plan**

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

ii. **Resource Plan**

- a. Provide details of the resources expected to be used to service the Contract, Including the number of staff expected to be employed for providing the service. Also include an organizational chart indicating responsibilities and reporting lines in respect of this proposal.
- b. Indicate in each case the number of Staff expected to be drawn from within the service providers' organization, staff newly recruited, and staff on part-time employment under this Contract.
- c. Explain the plan for the training of Staff to be employed under the Contract.
- d. Give names and positions held by Key Staff who will be responsible for the management of the contract, along with their experience in this field. Copy of the Service Contract or Appointment letter may be provided.
- e. Provide curriculum vitae for each member of the Key Staff mentioned above.
- f. Provide 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.	<p>Location of the India Consular Application Centre (ICAC) must be in a reputed area with convenient accessibility by public/private transport and proximity to the Mission. The distance between the Mission and the ICAC should not be more than 4 Kms to enable easy movement between them. In other cities, ICACs must be located in the City centre areas for easy accessibility. The location of the Centres must be permissible under local laws.</p> <p>Response of the Bidding Company</p>																				
2.	<p>The ICACs must be established in cities as per list enclosed.</p> <p>Response of the Bidding Company</p>																				
3.	<p>Size of the centre (area and layout), to be specified for the respective Centres</p> <table border="1" data-bbox="280 793 1203 957"> <thead> <tr> <th>S.No.</th> <th>Name of the centre</th> <th>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> <p>Response of the Bidding Company</p>	S.No.	Name of the centre	Area Square feet	1			2			3			n							
S.No.	Name of the centre	Area Square feet																			
1																					
2																					
3																					
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4.	<p>Number of staff specifying nature of work to be handled ( to be specified for the respective Centres</p> <table border="1" data-bbox="280 1056 1097 1220"> <thead> <tr> <th>S.No.</th> <th>City</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> <tr> <td>N</td> <td></td> </tr> </tbody> </table> <p>Response of the Bidding Company</p>	S.No.	City	1		2		3		N											
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5.	<p>Number of counters specifying the work to be handled</p> <table border="1" data-bbox="280 1318 1344 1482"> <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			
S.No.	Centre	No. of counters	Description																		
1																					
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6.	<p>Submission hours: ICAC should remain open for six days a week from Monday to Saturday. Acceptance of application at the counters of ICAC should be 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</p> <p>*Exact timings will be decided by Mission/Post(s) concerned.</p> <p>Response of the Bidding Company</p>																				

7.	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.  Response of the Bidding Company																														
8.	Bar-coded receipt and electronic data entry system - Detailed explanation should be given in the Bid.  Response of the Bidding Company																														
9	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.  Response of the Bidding Company																														
10.	Security and vigilance system in the centres CCTV cameras must be HD, Day &Night and network/IP compliant with direct transmission facilities to the Mission during working hrs. <table border="1" data-bbox="280 760 1330 991"> <thead> <tr> <th>S. No</th> <th>Details</th> <th>City</th> <th>City</th> <th>City</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>No. of security staff</td> <td>No. of metal detectors</td> <td>No. of CCTV cameras</td> </tr> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>n</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> Response of the Bidding Company	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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		No. of security staff	No. of metal detectors	No. of CCTV cameras																											
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11.	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.  Response of the Bidding Company																														
12.	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.  Response of the Bidding Company																														
13.	Electronic display of the progress of the applications in the centre  Response of the Bidding Company																														
14.	Data security and secure transfer of data including possession of appropriate certification and full compliance with local legal regulations. Detailed explanation should be given  Response of the Bidding Company																														
15.	Creation of meta data file along with sub-files for enclosed documents. Detailed explanation should be given.																														

	Response of the Bidding Company
16.	Hardware for capture of ten finger biometrics and facial biometrics Detailed explanation should be given.  Response of the Bidding Company
17.	Efficient and secured system for storage and transfer of biometric data, in full compliance with local regulations. Detailed explanation should be given.  Response of the Bidding Company
18.	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. i) Acceptance of application at the ICAC, ii) dispatch of passport and documents to the Mission iii) processing at the Mission iv) receipt of documents from the Mission v) ready for delivery/dispatch of documents with details  Response of the Bidding Company
<b>Facilities</b>	
19.	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.  Response of the Bidding Company
20.	Computerisation of operations related to accounts matters. The software system (CONSPROM) prepared by NIC should be introduced immediately when provided. Response of the Bidding Company
21.	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  Response of the Bidding Company
22.	Maintenance of logs/records and statistics as specified by Ministry  Response of the Bidding Company
23.	Machine generated tickets of the applicants indicating date and time of entry (token issue time) and exit (receipt generation time). Detailed explanation should be given.  Response of the Bidding Company
24.	Maintenance of confidentiality of the information and prevention of leakage of information from the centre, in compliance with local laws. Detailed explanation should be given. If needed a presentation is to be given in the Ministry  Response of the Bidding Company

### Part III: TECHNICAL BID EVALUATION PROFORMA

Note: Bidding Companies should fill up the details carefully without omitting any items in text form only. Any tables, charts, photos etc may be enclosed as Annexures, indicating Name of the Bidding Company, page number, etc.). Bidders are required to make Presentation(s) at the time of evaluation of Technical Bids as per the date and time

fixed by the Mission. Marks will be given as per the Mission's judgment on the basis of information provided by the bidding company/Quality of Solution Proposed.

Sr. No.	Criteria	Quality of Solution Proposed (Extra Marks for solution better than the minimum specified by the Mission)	Remarks
1.	<p>Location of the ICACs [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 (4 Marks)</p> <p>Parking facilities with capacity and type of parking (3 Marks)</p> <p>proximity to the Mission (3 Marks)</p> <p>(distance in Kms should not be more than the maximum distance prescribed by Mission)</p>	Response of Bidder	<p>Marks will be given as per the Mission's judgment on the basis of information provided by the bidding company.</p> <p>The best offer will be marked as 10, as indicated under column B, and the others at a lower level on a relative basis to that offer, depending on the number of qualified bids.</p>
2.	<p>Size of centre (area and layout)</p> <p>Minimum Area of each ICAC in Berlin: 800 sq. ft. and Frankfurt/Hamburg/Munich: 600 sq. ft. each.</p> <p>Bidder providing specified minimum area should be given 7 marks. The bidder providing maximum area amongst all bidders should be given 10 marks. Those bidder(s) providing area of ICAC which fall in-between, should be given marks accordingly. (10 marks)</p> <p>Layout details: (explanation with drawing) (5 marks)</p>	Response of Bidder	<p>Lay out details:</p> <p>If all the bidding companies provide the similar quality explanation, then every bidder will be provided 4 marks. However, in case of difference in quality, the best will be given 4 marks and others reduced relative to that.</p>
3.	<p>Number of submission counters (6 marks)</p> <p>Efficiency of the submission process - to be explained by the bidder</p> <p>(i) Reception (ii) Enquiry/ information (iii) Examination of documents (iv) Verification of latest photo and application form (v) Submission (vi) Fee collection</p>	Response of Bidder	<p>Number of submission counters:</p> <p>If all the bidding companies give the mandatory requirement, then every company will be given six marks. However, if any company gives additional staff of 20% or more, the company will be given six marks and others will be reduced relative to that.</p> <p>Efficiency of the submission process:</p> <p>The best process proposed will be given</p>



	(viii) Delivery etc.  ( 4 marks)		4 marks and the others reduced relative to that. However, if all the bidding companies propose similar processes, then all will be given 4 marks.
4.	Quality of Organisational Structure/Work flow ( 4 marks)  Number of staff at each level and qualification (Manager, Supervisor, counter staff, security staff, data entry staff, receptionists, others) ( 6 marks)	Response of Bidder	Quality of Organisational Structure The best structure proposed will be given 4 marks and the other reduced relative to that. However, if all the bidding companies provide similar quality explanation, then all will be given 4 marks.  Number of Staff: If all the bidding companies give the mandatory requirement, then all of them will be given six marks. However, if any company gives additional staff of at least 20% or more, the company with the highest number of staff will be given six marks and others will be reduced relative to that.
5	Total Turnaround time for submission (from the time of entry/token generation to the time of generation of payment receipt. (subject to a maximum of 30 minutes) ( 10 marks)	Response of Bidder	If all the bidding companies give the mandatory requirement only, all of them will be given 10 marks.  However, if at least one bidding company offers 25% or less of turnaround time, that company will be given 10 marks and others given reduced marks relative to that (i.e. with shortest turnaround time to get 10 marks and the others to be proportionately reduced depending on the number of qualified bids).
6	Call Centres  Call waiting times - not more than 3 minutes response period  (5 Marks)  Efficient VOIP (Voice over Internet Protocol) or Toll free calls should be used. (First five minutes (at the minimum) should be toll free) after which only normal charges should apply. Special higher call charges for Call Centres prohibited. ( 5 marks)	Response of Bidder	Call waiting period:  5 marks to be awarded for the bidder with the shortest waiting period and the others to be reduced relative to that. If all the bidding companies give the mandatory requirement only, all of them will be given 5 marks.  Efficiency of the Call Centre : Based on the detailed explanation provided, 5 marks will be awarded to the best and others given reduced marks relative to that. If needed a presentation is to be given in the Mission/Ministry.
7	Quality of the website ( 10 marks)  Grievance Redressal Arrangement and Analysis.	Response of Bidder	Quality of the website:  Based on the quality of the website proposed, the best will be given 10 marks and others given reduced marks

	<p>( 5 marks)</p> <p>(Quality of the website of the Service provider with appropriate certification. The information on services rendered, GOI fees, Service Fee, Optional Services and charges for Bank Commission should be indicated clearly and easily available by a drop down menu under fee schedule main menu, without the requirement of filling up of individual data.</p> <p>The website should be interactive with a grievance redressal mechanism and ability to generate reports as per requirement of the Mission. An efficient Management Information System (MIS) should be incorporated in the system. The complaint blog must be linked to the Mission’s website. (Presentation and content will be considered)</p>		<p>relative to that. If all the bidding companies give explanations of similar quality, all of them will be given 10 marks.</p> <p>Quality of the grievance redressal system:</p> <p>Based on the quality of the grievance redressal system proposed, the best will be given five marks and others given reduced marks relative to that. If all the bidding companies give explanations of similar quality, all of them will be given five marks.</p>
8	<p>Record of Past Performance with Mission/MEA/GOI</p> <p>(10 marks)</p> <p>The following aspects to be considered:</p> <p>i. Past record of performance of the company with respect to the Mission (Show cause notices issued, specifying reasons for the same and the quality of responses received).</p> <p>ii. Nature of complaints received from the applicants against the Service Provider.</p> <p>iii. Attitude towards Mission’s instructions to the Service Provider – reliability and faithfulness in implementing Mission’s instructions.</p> <p>iv. Taking into account quarrelsomeness and litigiousness of the Service Provider.</p> <p>v. Record of payment of penalties imposed by the Mission.</p> <p>vi. Delivery of Optional Services (OSs) without complaints.</p> <p>vii. Harmonious and constructive relationship with the Mission.</p> <p>viii. Performance regarding digitisation/</p>	Response of Bidder	<p>In the tendering Mission</p> <p>Performance of the bidding companies with respect to the Mission</p> <p>Under this column, marks may be awarded on a scale of 1 to 10, but it is not necessary to award 10 marks to any company, unless past performance has been exemplary.</p> <p>(In cases where the Mission claims that the performance has been poor in the past, it should be able to produce records in support of the claim.) Companies applying for the first time may be given a neutral evaluation for the purpose of ranking (5 marks) while the SPs with a poor record will be given a symbolic mark more than zero.</p> <p>The SPs with a good record may be given marks between five and ten.</p>

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

Total Marks 100

\*Qualifying mark (70%) 70

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

(Note:\* to change for each market)

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

\*\*\*\*\*

## **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 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 we are neither involved nor would in any manner involve ourselves in any anti-India activities, unlawful or illegal activities including in human trafficking, hawala, etc. It is also certified that we have not been convicted for, or involved in, bribery, corruption or fraud. If such information is found later, we are aware that we would become ineligible to take part in the tender process.
- b) It is also understood that if any such information comes to light during the contract period, the contract would be liable to be terminated immediately and all costs on such a termination will be borne by the Company.
- c) We have provided the Organizational profile of our Company for pre-verification purposes from the security angle on------(date) to the Mission (Name.....). We understand that tender process is subject to pre-verification procedures and if we are not cleared under pre-verification procedures, we will not be eligible to take part in the tender process.
- d) If we take part in the tender process before the intimation of the result of pre-verification procedures, we undertake to abide by the outcome of the pre-verification procedures subsequently at any stage without any objection.
- e) We undertake to deploy key personnel and staff to ICACs, if the Contract is awarded, who will meet with the conditions stipulated in sub clause (a) above. We also understand that the staff to be deployed in the ICACs shall be cleared from security angle by the Mission (Name-----). We undertake to change any member of staff so deployed, found to be unsuitable on any grounds such as inefficiency, indiscipline, security, quality of service etc., at the discretion of the Mission..
- f) We, undertake to comply fully and without any reservations with the scope of work and deliverables included in this RFP along with the provisions of Service Level Agreement if the contract is awarded. We also confirm our commitment to provide facilities in accordance with the spirit of best industry practices and standards.
- g) We fully understand the provisions of 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 adherence to the same. We are fully committed to the provisions of the same and we have no objections in this regard.
- i) We fully understand that the Mission has the right to accept or reject any or all proposals or to annul the Bidding process, at any time, without assigning any reasons, prior to any Contract being awarded.
- j) We certify that we have no subsidiary company that is taking part in the present tender process separately.
- k) We understand that the proposal remains valid for six months following the closing date of the RFP. It is also understood that the award of Contract will be valid for a period of upto 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.
- o) We fully understand that the local Partner should meet with the Financial and Experience criteria stipulated in the RFP. We also understand that the concept of Sponsor (passive partner) not meeting the requirements of a local partner is not approved in the RFP and we have no objection to the same.
- p) We undertake that we will not involve in corrupt practices to get favourable consideration during tender process or Contract period. We understand that any such action will lead to disqualification from the present tender process or cancellation of the existing Contract and ban from future tender processes
- q) We undertake that we will not provide e Tourist Visa (eTV) services without specific approval from the Mission/Ministry as we are aware that as per the extant regulations, no intermediary/agents etc for eTV online application is authorised.
- r) We also understand that this undertaking will become an integral part of the Agreement between us and the Mission(s), should we be awarded the bid/Contract.
- s) The undersigned is authorized to sign the tender documents on behalf of -----(name of Bidding Company). A copy of the Resolution of the Board of Directors in this regard is enclosed.

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

**Annex-G: BANK GUARANTEE**

1. In consideration of the President of India, represented by Ministry of External Affairs, through Embassy of India, Berlin with the address ..... (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 Ministry of External Affairs, Government of India. To meet such requirements and provide such services are set out in the RFP.

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

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

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

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 MEA.

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

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

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

Dated this    Day of    2023

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



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

(Name and Address of Company)

Seal/Stamp of Bidding Company

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:

Signature:

Name

(Company Seal)

**Annex I: Organisation Profile**

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

References  
(Please provide three references only)

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

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

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

**Annex J: Bank Guarantee Proforma for Bid Security Deposit (EMD)**

(To be typed on Stamp Paper for the BG issued by the Banks located in India)

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

To

The Head of Chancery,  
Embassy of India,  
Berlin.

WHEREAS M/s.....(hereinafter called “the Bidder”) is submitting its bid/offer dated \_\_\_\_\_ for providing outsourcing services for Visa, Passport and Consular related support 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 (B.G.) towards Bid Security Deposit/Earnest Money Deposit (EMD) for an amount of \_\_\_\_\_ valid upto \_\_\_\_\_ (45 days beyond the final bid validity period), is required to be submitted by the Bidder with the Tender documents as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Mission under any or all of the following conditions:

1. the withdrawal or revision of bid by the Bidder during the bid validity period, or
2. non-acceptance of the Letter of Award of Contract by the Bidder during bid validity period, or
3. failure to execute the Contract within the prescribed contractual 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 upto 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 upto .....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 upto 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 upto 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.

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## **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 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 executant/deponent from his/her passport. The original passport and a photocopy to be presented for this purpose.

The Government 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 Germany before grant of German Visa.

All certificates submitted to Mission/Posts in 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 Germany	(i) Original Document, duly attested by M/o Foreign Affairs 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.



		<p>ii) The original passport and a photocopy of the first five pages and the page bearing the current valid resident visa.</p> <p>iii) Personal presence of the Executant with the original passport before the Consular Officer is compulsory.</p> <p>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.</p>
7.	Religion Certificate	<p>i) A declaration in the prescribed form duly filled.</p> <p>ii) Photocopy of the first five pages and the page bearing the current valid resident visa of the passport of the applicant</p>
8.	Sponsorship Declaration (SD)	<p>i) Sponsorship declaration in the <u>format prescribed</u> - duly filled and complete in all respects.</p> <p>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.</p> <p>iii) Either the salary certificate of the sponsor or a photocopy of his/her residence visa.</p> <p>[NOTE : SD is not attested in r/o women below 30 years and those brought by private companies on visit visa for employment]</p>
9.	NOC for purpose of travel by children	<u>Sworn Affidavit</u>

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## **Annex-L: LIST OF MISC. CONSULAR SERVICES & MISC. ATTESTATION SERVICES**

### **Miscellaneous Consular Services**

- i. Police Clearance Certificate
- ii. Renunciation / Surrender of Indian Citizenship
- iii. Identity Certificates
- iv. NRI Certificate
- v. Life Certificate for Pensioners
- vi. No-objection to carry Ashes to India
- vii. Registration of Death
- viii. Cancellation of Passport of an Indian National after Death
- ix. Registration of Birth of new-born child
- x. Registration of Marriage
- xi. Issuance of Birth Certificate on the basis of passport
- xii. Bachelorhood & Unmarried Certificate

### **Miscellaneous Attestation Services**

- i. Power of Attorney
- ii. Affidavits
- iii. Attestation of Civil Documents
- iv. Attestation of Commercial Documents
- v. Attestation of Education Documents
- vi. Attestation of Indian Documents
- vii. Attestation of German Documents
- viii. Certificate for OCI Card holders for admission to Indian Institutes
- ix. Bachelorhood Certificate Attestation
- x. NOC of various types
- xi. Misc. Certificates of various types (Nationality, Name, Date of Birth etc.)

Note: The above services list is for reference purpose only. The final list for the Services provided by each Mission/Post will be provided to the OSP from time to time.

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