

EMBASSY OF INDIA, BANGKOK

**REQUEST FOR PROPOSAL (RFP) FOR EMBASSY OF INDIA,
BANGKOK AND CONSULATE OF INDIA IN CHIANG MAI**

Dated:

Note:

- i) *The bidding companies should respond to all the items in the Request for Proposal (RFP) clearly and without any ambiguity and in the same order as the RFP. The Technical Bids are liable to be rejected if all the points in the RFP are not adequately responded to. The decision of the Mission/Post in this regard is final.*
- ii) *The Organisation's profile in soft copy, as required in Para 1, should be sent immediately to the Mission for onward transmission to the Ministry of External Affairs without waiting for tender finalization for pre-verification purposes.*
- iii) *In case the Bidding Company decides to bid with a local Partner, the Organisation's Profile should be submitted for that company too. The details of the partnership arrangement proposed should also be provided.*
- iv) *Bidding companies not security cleared by the Ministry will not be eligible to participate in this tender. The Mission concerned, or the Ministry, shall have the right to call for a Police Clearance Certificate at any stage in respect of any member of the senior management of any bidding company.*
- v) *Bidding companies not fulfilling the mandatory Criteria (Annexure-D) will be disqualified.*
- vi) *Bidding companies having outstanding penalties (which are not the subject of court case) payable to MEA will not be considered.*
- vii) *Bidding companies not obtaining 70%¹ marks in the Evaluation of Technical Bid (Annexure-E) will not be considered for Financial Bid Stage.*
- viii) *For the purpose of this RFP, the term 'Bidding Company' should be taken to include Joint Ventures and Consortia of Companies, who may or may not operate in conjunction with a local partner.*

I. Pre -verification

¹ Can be changed to a higher qualifying mark at the discretion of the Mission, depending on local conditions and the sensitivity of the market.

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

Organisation Profile

S.No.	Head	Information
I	Full legal name of the Bidding Company	
li	Address	
	(a) Registered Office	
	(b) Corporate Office	
	(c) Head Office	
	(d) Details of valid Registration No., date and issuing authority ²	
lv	(a) Contact person with name, designation, postal address, email address, Telephone number, Including mobile number (b) Additional contact person with similar details	
V	Website link of the Bidding Company giving details of the activities of the company including outsourcing activities	
Vi	List of Branch offices with address and website links indicating activities.	
vii	Number of years of experience in the outsourcing field or any other activities under	

^{*2} Copy of registration certificate to be enclosed.

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	which the company has become eligible to take part in the tender process.	
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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, Bangkok** or the Ministry of External Affairs, New Delhi may contact them for any verification related queries.

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

II. INTRODUCTION

2. The objective of this RFP is to select an appropriately qualified and adequately experienced Company, to act as the Service Provider, to enter into a Contract with the Embassy of India, Bangkok including the Post in Chiang Mai hereinafter referred to as the Mission/Post to provide

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Visa/Passport/Consular support services at the following places by establishing India Visa Application Centres (IVACs):

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S.No.	Thailand*
1	Bangkok
2	Chiang Mai

(*Mission may decide the actual cities where IVACs are to be established in addition to the places where Mission/Posts are located.)

3. Based on an average of the previous two years transactions, the mission/Post has arrived at the following average transactions per annum

S.No.	Country	City	Average No. of applications received per annum	Average No.of applications per day
1.	Thailand	Bangkok	81413	326
		Chiang Mai	2000	08
		Total	83413	334

(Mission may endeavour to specify the volume of applications anticipated in different IVACs to determine the area, number of staff required for the respective Centres. While projecting these estimates, Mission/Post concerned may also wish to make suitable allowance for the reduction in demand for conventional visas as a result of introduction of e-Tourist visas.) However, this is only an estimate and the Missions/Post do not

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guarantee this number. The Missions/Post wishes to engage a Service Provider to collect applications, with the fees due, along with passports and other relevant documents to be specified by the Mission/Post, of applicants received in person as well as by post/courier on its behalf, deliver them to the Mission/Post and subsequently return the processed passports to the applicants in a secure and expeditious manner.

III. REQUEST FOR PROPOSAL

4. Bidding Companies are invited to submit a detailed Technical and Financial proposal for the delivery of visa/passport/consular support services in accordance with this RFP. The proposal should be valid for a period of 6 months after the RFP closing date indicated. The award of Contract will be, as per provisions indicated in the succeeding paragraphs, on L1 basis of financial bids in the two-tier tender process consisting of Technical Bids and Financial Bids. The selected company should sign the Contract within one month from the date of award of Contract. The Contract signed will be valid for a period of 4 years, with review of operations after each completed year. At the end of this 4-year period, the Mission will have the option of extending the contract on the same terms for a further period of up to one year due to administrative reasons, with the express approval of the Ministry of External Affairs. Mission/Post has the right to terminate the contract if during the review process, it is found by Mission/Post that the services rendered by Service Provider did not meet the standards of quality and efficiency of the services expected of the Service Provider as per the RFP. Full services at the Indian Visa/Passport/Consular Application Centre (IVAC) shall commence within three months, as specified by Mission, of signing of the contract in accordance with the timeline indicated in the RFP. **Mission has the right to modify the time period as per exigencies.** All the IVACs should be opened simultaneously. Outsourcing Operations may be started only after Missions/Post conveys in writing its satisfaction on the arrangements made by the Service Provider. Any delay in starting the operations as per schedule may lead to cancellation of the Contract and forfeiture of the Bank Guarantee meant for premature termination of Contract.

5. Mission/ reserves the right to terminate the contract at any time by giving 6 months advance notice. However, Mission shall also have the right to terminate the Contract by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws etc.,

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and encashing the bank Guarantee for premature termination of Contract. The Service Provider may terminate the contract by giving six months advance notice with justification for termination of services. Embassy of India reserves the right to impose a financial penalty as prescribed under Para XV 19 (b) of the section on 'Penalties', in case the latter terminates the contract without providing six months termination notice. The Notice of termination will be effective from the date of Notice or the date of receipt by the party concerned or the date mentioned in the Notice, whichever is later.

IV. ELIGIBILITY

6. i) The Bidding Company must have at least three years' experience of operating a centre for visa/passport/consular services on behalf of a Diplomatic Mission of the Government of India or a foreign Government dealing with at least 200 applications per working day,
or
three years' experience in e-governance projects of the Government of India
or
ten years' experience in tourism, travel or other related service industry with demonstrable capacity, to the satisfaction of the Mission/Post, to provide CPV services as per this RFP
- ii) The Bidding Company should confirm its capacity to deal with higher volumes as per the requirement of the Mission/Post.
- iii) Bidding Company should have a minimum net worth equivalent of US\$ 2.5 million or a turnover of US\$ 2.5 million per annum.
- iv) The Bidding Company should have adequate financial strength to provide Bank guarantees as stipulated in the RFP to be certified by an authorised external auditing agency.

V MANDATORY CRITERIA

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

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7. The Bidding Company must provide supporting documentary evidence for the current experience claimed, by providing details of web-links of such services being rendered as well as necessary certificates/testimonials in support of the same. In the case of past services, necessary certificates from the Missions/Governments concerned must be provided.
8. The Bidding Company must comply with the following additional/technical eligibility requirements:
 - a. If the Bidding Company proposes to bid and implement the project in collaboration with a local business partner, details of partnership, including a copy of the Agreement, must be provided. Partner Company should have at least 30% of the net worth stipulated for the main Bidding Company. 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.
 - b. The Bidding Company and its subsidiaries or sister companies are not allowed to bid separately for the same tender. A declaration/certificate to this effect should be given by the Bidding Company.
 - c. The Service Provider should be directly involved in providing outsourcing services and should not leave it to the local partner on a royalty or commission basis or any other such arrangement. If such an arrangement is noticed, the Mission has the right to terminate the Contract, encash the Bank guarantee for premature termination of Contract and impose a future ban against taking part in the tender process.
 - d. The Bidding Company must submit audited balance sheets and income statements for last three years to demonstrate its net worth, its current financial soundness, and its ability to successfully undertake the project. A certificate from a recognized external audit agency regarding the financial soundness of the Company and its ability to provide Bank Guarantees in respect of the services undertaken with the Mission/Post should be submitted. In case the bidding entity is a joint venture,

information must be provided for all the partners of the joint venture as well as for the local partner.

- e. The Bidding Company shall provide audited information on annual turnover for the last three years to substantiate its claim that the average annual turnover on the last three years basis is at least US\$ 2.5 million. In case of joint ventures, information must be provided for all partners of the joint venture and a copy of the contract. In the case of joint ventures, the participating companies should collectively satisfy the financial criteria with each partner individually meeting at least 30% of the financial criteria specified and at least one company should satisfy the experience criteria regarding outsourcing operations.
- f. The Bidding Company must provide documentation to show that it has personnel of adequate qualifications for key positions in the IVAC. The details of the proposed key personnel and their experience record must be provided.
- g. The Bidding Company must certify that the company and its subsidiaries/partners are not involved in any unlawful or illegal activity including in human trafficking, anti-Indian activities, hawala, etc.
- h. The Bidding Company must provide a list of all the cases in the past five years as well as present pending litigations in Indian and foreign courts pertaining to outsourcing services or other services based on which the bidding company became eligible to take part in the present tender process.
- i. The Bidding Company must certify that it has not been convicted for, or involved in, bribery, corruption or fraud.
- j. The Bidding Company must certify that key personnel proposed for IVAC have not been convicted of any criminal offence or on charges of bribery, corruption or fraud.
- k. The Bidding Company must provide certification that its operations are compliant with local labour laws and the relevant tax regime.
- l. The Bidding Company should have ISO-9001-2008(or equivalent) certification for quality management and ISO-27001-2013(or equivalent)

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certification for IT related services and ISO 23026 -2015(or equivalent) for website quality certification. While the first two certifications should be submitted along with the Technical Bids, the third certification should be submitted not later than three months from the date of signing the Agreement.

- m. The Bidding Company should provide for a viable and effective security system for premises, personnel and data relating to the IVAC in full compliance with the relevant local laws and as prescribed by the Mission.
- n. The Bidding Company must deposit a Bid Security of US\$50,000³. The Bid Security is refundable not later than 15(fifteen) days from the opening of financial bid and award of Contract, except in the case of the selected **Bidding** Company whose Bid Security shall be retained till it has provided Bank Guarantees as indicated in Para X - Bank Guarantees of this document.
- o. The Bidding Company should fulfill the criteria indicated in Annexure D.
- p. A local partner is a company which has been working in the said country for at least three years and is registered as a Company as per the local laws. A Joint Venture Company is a company as defined/understood under the Companies Act 2013. Wherever a dispute arises or a clarification is required, the provisions of Companies Act 2013 will be relied upon, unless specifically elaborated in the RFP document or any other tender documents related to the outsourcing of CPV services.

VI. AWARD OF CONTRACTS TO MORE THAN ONE COMPANY

- 9. Not applicable here.

VII. TIMELINES

- 1. 26 August, 2016 to 1 Sept, 2016
- 2. Pre-Bid meeting- 2 Sept, 2016 at 1500 hrs. in the Embassy premises
- 3. Bid submission- 5 Sept, 2016 to 30 Sept, 2016 till 1200 hrs.

³ Mission may insert equivalent value in local currency, if required.

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10. The Service Provider must ensure the following:
 - a. Selection of premises for the IVAC and approval of Mission/Post for the same - within 21 days of award of contract. Service Provider must certify and provide documentation from concerned authorities that all local regulations of Thailand are being complied with. The IVACs as specified in Section II (2) above must be located, preferably, within 2 kilometers of **the Mission/Post** in a reputable area where security is not an issue, and must be easily accessible by public transport. Where more than one IVAC is proposed in the same city where the Mission/Post is located, at least one IVAC must be within 2 kms from the Mission/Post and as mentioned above. In other cities, the IVACs must be in a reputable area as mentioned above.
 - b. Finalization of premises and signing of the contract between Mission and Service Provider - within 30 days of award of contract.
 - c. 60 days after signing of the contract, the Mission and Posts will evaluate the situation. 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 provided for premature termination of the Contract. Missions/Post must be provided status of progress achieved every week in writing in accordance with the timeline of implementation set by Service Provider.
 - d. Simultaneously, personnel for IVAC must be selected, trained, and should be in place within 60 days of signing of contract. The Service Provider must provide employee details together with a copy of the signed contract.
 - e. Readiness of IVAC premises including installation of hardware, furniture, signage, etc. - within 75 days of signing of the contract.
 - f. Personnel selected for IVACs in respective countries must be available to the Mission and Posts for training for 10 days in Mission/Post - 3 weeks prior to commencement of services.
 - g. Trained personnel must work concurrently with the previous service provider for 15 days for the taking-over process - three weeks prior to commencement of services.

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- h. The timeline is only indicative in nature and can be modified by the Mission/Post as per administrative requirements or to meet with the deadline of the expiry of the existing Contract etc.

VIII. DETERMINATION OF SERVICE FEE

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

- a. The Mission/Post will not pay for the services rendered by the Service Provider. The Service Provider will charge a fee equal to the contract price per visa/passport/consular/OCI application, denominated in Baht from the applicant.
- b. The service fee per visa/passport/consular application should be quoted, as per the Financial Bid format (Annexure-C), taking into account and inclusive of any local taxes and VAT currently applicable in Thailand. It is the responsibility of the Service Provider to pay applicable taxes to the governmental authorities concerned.
- c. This fee will remain fixed during the term of the Contract. Proposals for revision may be considered during the period of the contract, only if there is a cumulative rise of 25% or more in the elements affecting the Service Fee. The Bidding Company, while fixing the Service Fee (inclusive of local taxes and VAT) should specify the details as below:

Country	VAT	Other taxes (Rate of tax and slabs)	Local (Rate of tax and slabs)	UNCPI
Thailand	7%			

Note: The rates mentioned above must be based on official documents as on the date, fifteen days prior to the closure of RFP.

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

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purpose. The decision of the Ministry of External Affairs after considering the proposal shall be final.

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

IX. SCOPE OF WORK AND DELIVERABLES REQUIRED

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

a. Dealing with Applicants and Documents

- i. Print at own cost and distribute visa/passport/consular application forms for services which have been outsourced, as prescribed by the Mission/Post. All the application forms should be available in the website of the Service Provider through a web link from the Mission/Post.
- ii. The website of the Service Provider should contain details of Consular/Passport/Visa services, category wise, provided by the Service Provider for the respective country explaining clearly how to apply for the services in question, complete with relevant guidance. The website should also clearly and separately contain details of the Government of India fee for the services and Indian Community Welfare Fund (ICWF) fee (both of them known as GOI fees) besides the Service Fee of the Service Provider and charges for Value Added Services (VAS) as approved by the Mission. All these information should be available in the website of the Service Provider through a hyperlink from the website of the Mission/Post. The details of service fee and VAS charges should be easily and transparently available through easily accessible vertical/horizontal menu arrangements and drop down menus without the necessity of providing individual applicant's details to access the information.
- iii. The Indian Visa Application Centre should display prominently the details of consular/passport/visa services offered along with the fee schedule. The Centre should also prominently display a copy of the Service Level Agreement, pertaining to the service standards for the applicants, with the Mission/Post, prominently in the IVAC and also on the website for the ready reference of the applicants.
- iv. Accept visa/passport/consular applications, together with the applicant's passport, visa/passport/ consular fee, Indian Community Welfare Fund (ICWF), Service Provider's service fee (equal to the Contracted Price) and supporting documents as prescribed by the Mission/Post from applicants and agents, if any, approved by the Mission/Post.
- v. However the Mission/Post reserves the right to accept application directly from the applicant for any of the above services and

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Specifically for issuance of Emergency Certificate, Short Validity Passports and Death cases. The case of Affidavit/Life certificate or any other such certificate where the applicant needs to append his/her signature in the presence of the Consular Officer, fee should be deposited with the service provider and thereafter the documents along with the original receipt should be brought to the Embassy/ for action by the Mission(s)/Post.

- vi. On receipt of applications at the IVAC from applicants submitting in person (or through a representative in case of visa applications), the Service Provider should scrutinize the various documents and forms to ascertain that they are properly completed and the requisite documents as prescribed by the Mission/Post have been enclosed.
- vii. The visa applications received by Post/Courier should be brought in to the main system on the same day of receipt, and after scrutiny, should be sent to Mission/Post the same day (or the following working day in the case of delayed receipts) indicating details of the payment made and date of receipt in the IVAC and despatch to the Mission/Post.
- viii. Whenever the Mission/Post requires any applicant to come for an interview, the Service Provider should coordinate with the applicant for the same.
- ix. 'Walk in' service is a standard procedure to be adopted in the IVAC and the arrangements should be made to ensure that 'walk in' applicants are serviced satisfactorily. The IVACs can also receive applicants by appointment without any additional charges and counters must be made separately for them. In the case of travel agents submitting the application forms, a separate counter must be provided (without any additional charges) to avoid any inconvenience to other applicants.
- x. The Service Provider should provide an efficient and courteous telephonic enquiry system through Toll free numbers/ Voice Over Internet Protocol (VoIP). The Service Provider can charge normal call charges after five minutes. Special higher call charges are not

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permitted. No caller should be made to wait for more than eight minutes and waiting time should not be chargeable. The telephonic enquiries should be attended from 9AM to 5.30 PM on all collection days and an automatic answering system should be functional outside the above period including holidays.

- x. The Service Provider should have special arrangements to deal with emergency calls outside office hours and on holidays to coordinate with the Mission/Post in each country of operation.
- xi. The Service Provider should operate an efficient and prompt e-mail system where response is provided within 24 hours (or 48 hours if a clarification from the Mission/Post is required).
- xii. In case of deficiencies in applications, the service provider will convey deficiencies to the applicant immediately, on the same day or the next working day, through tracking status/email. The applications may be retained for two weeks⁴ to enable corrections and rectify deficiencies. Once the deficiencies have been rectified, the Service Provider should send the documents to Mission/Post. If however, there has been no response from the applicant or the deficiencies have not been rectified within the prescribed period, the Service Provider should return the documents to the applicant along with the CPV services fee and ICWF fee (Government of India fee). The Service Fee can be retained by the Service Provider in such cases.
- xiii. The Service Provider will provide updates to the applicants regarding the status of their applications through a web-based and an SMS based tracking system.
- xiv. The Service Provider to provide 4 mandatory SMS updates for Postal/courier visa applications (i. receipt of application in the IVAC, ii. despatch of documents to the Mission/Post, iii. receipt of documents in the IVAC from Mission/Post and iv. despatch of documents by Courier/Post). In regard to applications received in person in the IVAC, only ii, iii and iv may be required. All these items of information should also be uploaded to the website tracking system on a real-time basis.

⁴ The period of retention by the Service Provider can be decided by Mission

b. Acceptance of Fee

The Service Provider shall:

- i. Accept fee in all manners of payment generally used in Thailand including credit cards and debit cards and online payment facility except personal/Company/travellers cheques. However, any bank charges levied on such transactions will not be borne by the Mission/Post. No cash payment should be received by Post/Courier.
- ii. Display prominently both in the IVAC and website, information regarding visa/passport/consular fee, service charges, charges such as ICWF contribution and charges for value added services, etc.
- iii. Collect bank/agency charges from the applicants on actuals basis. This shall not become a source of income for the Service Provider. For this, the Service Provider must display prominently the bank/ agency charges applicable, both at the IVAC and on the website.
- iv. Provide a bar-coded receipt to each applicant showing the following details:
 - a) Consular/Passport/Visa fee/ICWF (Government of India fee)
 - b) Consular surcharge (Government of India fee)
 - c) Service Fee (payable to the Service Provider)
 - d) Value added Services (VAS) charges-(payable to the Service Provider)
 - e) Bank/agency charges applicable (payable to the Service Provider)
 - f) Category of CPV service applied for
 - g) Date and time of payment.
- v) Be responsible for the payment of local taxes including VAT to the authorities concerned, as Service Fee and VAS charges are inclusive of VAT and other applicable local taxes. The Service Provider shall issue one receipt for all payments received from the applicant per application and there should not be any missing serial number. No handwritten receipt or miscellaneous receipt should be issued by the Service Provider.

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- vi) Generate proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices prescribed by the Embassy of India, Bangkok. The records of fee collected by the Service Provider shall be provided to the Government of India Auditors whenever required. The Service Provider should also provide details of daily bank transactions from the IVAC to their bank accounts in the form of a monthly statement, certified by the Bank concerned, which should tally with the details provided to the Mission/Post for audit purposes.
- vii) Duration of records to be maintained by Service Provider after the service is completed should not exceed one month unless specifically requested by the Mission/Post. The Service Provider should ensure that the data has been transferred correctly and the same has been digitized and indexed and stored as per the requirements of the Mission/Post concerned. The Service Provider should provide a monthly certification that it does not hold any records of applicants beyond the stated limit. Any violations on this account will be penalised appropriately.
- viii) Maintain proper accounts of all the visa/passport/consular fees received for each individual sub-head.

c) Transfer of amounts to Mission's account

- i) Deposit fees due to the Mission/Post i.e. Government of India Fee for CPV services and Consular surcharge fees in the respective Mission/Post's bank account on the day of receipt (or the next working day in case of delayed receipts as agreed upon with Mission). Any delay in transfer of money to the government accounts will invite penalties as explained under the section on 'Penalties'. The Service Provider's Service fee, VAS, bank/agency charges will be retained by the Service Provider.
- ii) Any delay in transfer of money to government accounts, subsequently pointed out by the Government Auditors as penalties due, shall be paid by the Service Provider immediately. Any delay in payment of such penalties, after issue of Notice by the Mission, will invite additional penalties as explained under the section on 'Penalties'.

- iii) Any incident of bounced cheque/transaction will invite a penalty of US\$1000 per cheque or 10% of the value of the cheque/transaction whichever is higher, besides a penalty of 0.5% per day till the amount is paid into the Government accounts. Repeated incidents of bounced cheques will invite encashment of performance bank guarantee and or termination of Contract
- iv) The Service Provider should install the software 'CONSPROM' provided by the National Informatics Centre (NIC) whenever required by Mission. **It is a software to be installed for Accounting.**

d) Dispatch of documents to the Mission

- i) The Service Provider should send the application for CPV services with enclosures and passports along with a statement indicating name of the applicants, details of passports, service applied for with duration, fee collected indicating date of receipt from the applicants and date of payment into Government Accounts, period of delay and reasons for the same, date of receipt of application and date of despatch the same to Mission/Post, period of delay and reasons for the same, fee collected for Service Fee, VAS charges, and bank/agency charges.
- ii) The documents along with the Statement should be transferred twice a day as prescribed by the Mission. The Statement should be sent by email to the Mission/Post simultaneously.
- iii) Handing/Taking over of the applications and passports will take place at the premises of the Mission/Post.
- iv) The documents should be transported by a dedicated van of the Service Provider in locked containers along with the staff of the Service Provider and security personnel as required. The keys of the containers should be available only in the IVACs and Mission/Post with 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.

e) Return of documents to the applicants

- i) On receipt of the passports from the Mission/Post, the Service Provider should arrange delivery to the applicants in person or despatch them as approved. In no case should passports be sent by unregistered Post or by unverifiable means.
- ii) Information on status of application, including dispatch of documents (in case of visa) or as per the services outsourced must be updated on a real time basis on Service Provider's website/SMS system, as per the agreed format, to facilitate tracking of applications and to facilitate people collecting their passports in person

f) Quality Control

Ensure a reliable quality control system that maintains continuous monitoring and ensuring of service standards. The Service Provider should have ISO-9001-2008 certification for quality management, ISO-27001-2013 certification for IT related services (to be submitted along with the tender documents) and ISO-23026-2015 for website quality certification (to be submitted within three months from the date of signing the Agreement). The certification should be upgraded to the latest version as and when available. Any other procedures for privacy and protection of data should be implemented as per local Government procedures. It will be the responsibility of the Service Provider to ensure full compliance with local laws in this regard.

g) Issuance of Visas - IVFRT Scheme and Biometric Enrolment

- i) In order to provide an integrated and secure visa issuance system, the IVFRT (Immigration, Visa, Foreigners' Registration and Tracking) system has been introduced for visa services. As per this system, it is mandatory for the applicants to fill up the visa applications online, after which they are checked by the Service Provider and the hard copy of the application along with passport and other enclosures are sent to the Mission/Post.
- ii) The Service Provider is responsible for enrolment of ten finger and facial biometric data of the applicants, as prescribed by the Mission/Post in Annexure B and forwarding the same electronically along with the case file of the applicant to enable the Mission/Post to upload them on the IVFRT platform.

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The Service Provider should coordinate with the Mission/Post and National Informatics Centre to put in place seamless procedures for this purpose.

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

h) Issuance of Passports

The applications for issue of passport are filled online by the applicants and are submitted in person at the IVAC. The Service Provider should scrutinise the application forms, passport and enclosures and send them to the Mission/Post as prescribed.

The Service Provider will be required to shift to the PSP platform for passport services whenever a decision in this regard is made.

The Service Provider is also responsible for enrolment of ten finger and facial biometric data of the applicants, as and when introduced, and forward the same electronically along with the case file of the applicant to enable the Mission/Post to upload on the centralized server system.

i) Issuance of OCI cards

The applications for issue of OCI card are filled online by the applicants and are submitted in person at the IVAC. The Service Provider should scrutinise

the application forms, passport and enclosures and send them to the Mission/Post as prescribed.

The Service Provider is expected to make the necessary adjustments for reorientation towards any change in the software platform.

j) Miscellaneous Consular Services

The application for provision of Miscellaneous Consular Services is filled online, or manually, by the applicants and are submitted in person at the IVAC. The Service Provider should scrutinise the application forms, passport and enclosures and send them to the Mission/Post as prescribed.

The Service Provider is expected to make the necessary adjustments for reorientation towards any change in the software platform.

k) Digitisation & Indexation of Documents

- i) The Service provider is responsible for Digitisation/Indexation of Consular, Passport and Visa application forms along with enclosures, as per the parameters prescribed in Annexure A. The data pertaining to visa, passport, OCI card/PIO card services, Surrender of Indian Passport/Indian Nationality certificates should be compiled in separate CDs for uploading to the respective centralised servers. For this, the Service Provider should make sample CDs with limited data entries and get the approval of NIC. After approval, the CDs with full data, for respective services, should be made periodically, on a weekly basis, and sent to the Ministry of External Affairs, CPV Division, through the Mission/Post. The label of the CDs should clearly indicate the Mission/Post code, number of files and size, period of data and name of the Service such as passport, visa etc. The data thus received in the Ministry will be uploaded to the respective centralised system. The Service Provider will be responsible for any mismatch in data after uploading finally.
- ii) The Service Provider should create metadata files and PDF files as per parameters indicated in Annexure A, to enable efficient linking to the case files and digitisation/indexation of documents.
- iii) While scanning documents for digitisation/indexation, peripheral enclosures such as booking of air passages etc. need not be included.

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Documents such as invitation letter, business invitation/introduction letter, sponsorship letter, admission letter in college/University etc. should be digitised⁵.

l) Contingency Plan

Have in place an adequate contingency plan (within 90 days of signing of Agreement), to maintain an acceptable level of service if operation of the IVAC/(s) is interrupted for any reason.

m) Facilities at the IVAC

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

Country	Language*
Thailand	English, Thai , Hindi

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

Country	Total Working days per week	Total Submission hrs per week	Total Working hrs per week
Thailand	5	33	45

⁵ The Mission/Post will provide detailed guidance to the Service Provider in this regard.

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Note: Minimum submission hrs per day : 6½ hrs
Minimum working hrs per day : 9 hrs

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

X. BANK GUARANTEES

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

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

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- b. The Service Provider shall provide a performance Bank Guarantee fixed at 2% of annual expected CPV revenue of Government, based on the preceding twelve months or US\$20,000 whichever is higher, for penalties due as explained under the section on 'Penalties' of the RFP and in accordance with the Contract. This guarantee amount shall be given in four pieces with 50%, 20%, 20% and 10% of the total value. The Mission can invoke any or all of these Bank guarantees depending on the extent and the severity of the violation of the terms of the Agreement.
- c. The Service Provider shall provide a Bank Guarantee for premature termination of Contract, for a sum in **Thai Baht** equal to service fee x 180 days x 334, based on the figures pertaining to the Average of the previous two year (Jan-2014 to Dec-2015) of the Mission/Post, for the purpose mentioned at Para XV-19 (b) and III. 5. (Remarks: Service fee for calculation will be same as quoted by the service provider in present bid)
- d. The Service Provider will effect and maintain insurance sufficient to cover its obligations under the Agreement, properties of the IVAC, staff obligations etc., including those obligations which survive the expiration or termination of the Agreement/Contract. Any default on this account could lead to imposition of penalties as appropriate and a ban against the bidding company in future bids.
- e. All Bank Guarantees shall be irrevocable and must be submitted at the time of signing of the Contract. The Bank Guarantee shall be valid up to a period of six months after the expiry of the Contract.
- f. The amount of Bank Guarantees shall be as per the provisions of this RFP document. Any reduction in the Bank Guarantee due to invocation of any Bank guarantee(s) shall be recouped within two weeks. Additional penalties will be applicable for any default on this account.
- g. The details of the Bank guarantees indicated above, to be submitted to the respective Missions are summarized as below:

S.No.	Details of Bank Guarantee	, E/I, Bangkok* including Post
1	Temporary possession of GOI funds and safety of	

⁶ Mission to insert amount

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	documents (3 days CPV outsourced revenue)	THB 39,41,890.00
2.	Performance Guarantee (2% of last 12 months CPV outsourced revenue) or US\$20,000 whichever is higher	THB 35,41,460.00
3	Premature termination of Contract (in Thai Baht equal to service fee x 180 days x 334, based on the figures pertaining to the Average of the previous two year (Jan-2014 to Dec-2015) of the Mission/Post, (Remarks: Service fee for calculation will be same as quoted by the service provider in present bid)	THB

(*Currency of the Bank guarantees will be determined by the Mission, but the currency for all the bank guarantees should be the same.)

XI. VALUE ADDED SERVICES

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

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

(Missions may indicate the details in the tabular column).

S.No.	Name of the VAS	Price
I	Photocopying (per page)	Baht 1/-
li	Photographs (pl indicate number)	Baht 120/- for 4 photographs (pp)
lii	Printing (per page)	Baht 5/- per page
lv	Courier service (same day)	Baht 150/-
v	Courier service (next day)	Baht 100/-
vi	Computer with Internet facilities (pl indicate minutes)	Baht 30 per hour.

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Vii	Form filling (Price quoted by Mission or Equivalent to Service fee whichever is lower.	Baht 170.00
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(Note: Authorised corrections made in the IVAC to select fields in the online application form submitted by the applicant should be free of charge)

- b. The Bidding companies should note that VASs are basically meant to assist the applicants, on optional basis, and should not be seen as an additional source of income to shore up the Service Provider and shield him/her from the after-effects of any underbidding of Service Fee.
- c. VASs not approved by the Mission/Post shall not be provided by the Service Provider. Any VAS which is not expressly permitted and included in the approved list will be deemed to be impermissible and unauthorised and would invite penalties as prescribed under 'Penalties'. All services prescribed under VAS should be provided by the Service Provider and any complaints regarding non-compliance will lead to penalties as prescribed. The Bidding Company, in the Financial Bid, shall not quote more than the maximum prices determined by the Mission/Post, but can offer lower prices to compete better in the Financial Bid stage as indicated under the Section 'Opening of Bids'-Financial Bids
- d. Website and notice boards of Missions/Posts/Service Provider should indicate that 'Value Added Services are purely optional. Any charging of VAS by coercion or misleading acts will result in penalties as indicated under the Section on 'Penalties'.
- e. As a part of VAS, Service provider will also have to provide service related to filling up forms for e-Tourist Visa emanating in their jurisdiction. This will be limited to filling up official e-TV forms (on MHA website only) at IVAC and not on any other online platform run by the service provider. The price at which this service will be offered can be the VAS fee approved for filling up of other application forms (as indicated in Table at XI -14(a)-Vii).

XII. OPERATIONAL SYSTEMS AND INFRASTRUCTURE

- 15. The Service Provider shall provide the following for each IVAC:
 - a. Details of personnel to be deployed in the IVACs for pre-verification purposes and approval of the Mission/Post.
 - b. Persons not cleared by Mission/Post shall not be appointed in the IVAC and shall also not be retained subsequent to objections by the Mission.

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- c. The staff of the IVAC should have appropriate qualification for the relevant job they will be handling and must have a minimum graduate qualification.
- d. The staff of the IVAC should have appropriate visa/ work permit as per local regulations.
- e. Effective systems and processes should be in place to train staff who can explain clearly and accurately the application process and documentation required. The Mission will conduct random checks to ensure quality standards.
- f. An IT system which will allow the Service Provider's visa/passport/ consular 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 and Posts in Thailand.
- h. The ability to computerize operations related to the accounting of fee collection. The Service Provider should introduce 'CONSPROM' software of the National Informatics Centre when required by the Mission/Post.
- i. The ability to computerize operations related to the tracking of passport movement right from the point of receipt until delivery.
- j. An effective security system for access control of applicants and safe custody of documents collected, including information held on IT systems. These include control of entry to the IVAC both electronically and manually, CCTV System with recording and review facilities, transportation of documents in closed containers with appropriate security lock and key system, security staff as required, fully secured area/rooms for storage of documents and IT related biographic and biometric data and other related measures. The Service Provider is required to make available a live hunting CCTV feed online (IP based) to the Missions/Post

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pertaining to the visitors and counters area, for monitoring by the Missions /Post. Penalties will be applied for failure to do so.

- k. The Service Provider should at the time of submission of Technical Bids, have certification namely, ISO-9001-2008 (QMS-Quality Management System), ISO-27001-2013(ISMS-Information Security Management system) and ISO 23026-2015 (Website Quality Certification) not later than three months from the date of award of Contract.
- l. The Service Provider will be allowed to charge Visa/passport/consular Service Fee (SF), as per the L1 price offered in the tender process and approved by the Mission/Post, from all individuals who make a visa/ passport/ consular application. This fee will be collected by the Service Provider from applicants along with the Government of India fees for visa/passport/consular services/ICWF fee. Documents relating to collection of the Service Fee and VASs (receipt books, etc.) will be properly maintained and made available for inspection by the designated officer of the Mission and Posts in Thailand, asF per the location of IVACs or any audit team of Government of India.
- m. The Service Provider will ensure that the total turnaround time for visa/passport/consular applicants applying for visas will not be more than 60 minutes (or lower as offered in the Technical Bid). Machine generated tickets should be given to visa applicants, indicating the date and time of entry at the IVAC and also the time of completion of the submission process, so that the total turnaround time can be reliably documented.
- n. The Service Provider shall not receive any payments from the Mission and Posts in Thailand for setting up these IVACs, nor for providing services for visa/passport/consular applicants.
- o. The Mission and Post in Thailand shall entertain no claim for expenses or liability for loss of passports or documents. The Service Provider shall indemnify the Mission and Post in the event of any claim made by any applicant on any account e.g. loss of passports or documents and it shall be the Service Provider's responsibility to compensate applicants if such losses occur.
- p. The Service Provider will develop and operate a website both in English, and in the local language where applicable, containing all information

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relevant and useful to visa/passport/consular applicants. All information posted on the website will be in consultation with and the approval of Embassy of India, Bangkok.

- q. The Service Provider shall ensure complete confidentiality of the information provided by visa/passport/consular service seekers; for safe custody of all documents; and will further ensure that it is used for no other purpose than processing of the applications in conformity with Indian and local laws. The Service Provider shall indemnify the Missions/Post in the event of any leakage of such information, or loss of passports/documents, during his/her handling of the outsourcing services, and any consequential claim made by the applicant/applicants or any local Government authority. Every incident of loss of passports/documents will invite a penalty of US\$1000 besides the entire cost of replacement and expenditure on legal and related issues which are to be borne by the Service provider.
- r. The Service Provider will ensure access of authorized officials from the Mission/Post to its premises and documents without prior notice.
- s. The Service Provider will not represent himself/herself and will ensure that the Service Provider's officials and sub-contractors do not represent themselves as an official or agency or organ of the Mission/Post or of the Government of India. Any violation in this regard will result in imposition of penalties against the Service Provider.
- t. The Service Provider should pay such penalty as may be determined in terms of the Contract, for violating the term(s) and condition(s) of the Contract. The details of such penalties are included in Para XV.19 of the RFP.
- u. The Service Provider will not assign in whole or in part its rights under this Agreement without the prior written approval of the Missions/Post concerned. Any violation in this regard can result in imposition of penalties, termination of the Agreement and a ban on participation in future bids.
- v. The Service Provider will not assign in whole or in part its obligations under this Agreement. Any violation in this regard can result in

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imposition of penalties, termination of the Agreement and a ban on participation in future Bids.

- w. The Service Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Mission/Post, which in turn would seek the approval of Ministry of External Affairs.
- x. The Service Provider should have a feedback system for applicants while returning the passports, to survey satisfaction level in regard to quality of their service rendered. The feedback should be constantly watched and measures taken to overcome any defects noticed during the feedback. A summary of the feedback should be sent to Missions/Post on a monthly basis and any serious complaints should be brought to the notice of the Missions/Post immediately.
- y. The Service Provider should install a complaint/suggestion box at the IVAC which will be operated by the officials of Mission/Post only. The Service Provider should also have a separate section titled 'Suggestions and Complaints' in its website to receive suggestions and complaints from the applicants, which must be available for viewing by the public. The Service Provider should respond to such complaints to clarify the situation.
- z. The Missions/Post will be free to setup any other arrangement to reliably receive feedback from the applicants, independent of those put in place by the Service Provider.

XIII. SERVICE STANDARDS

- 16. The following standards shall be ensured by the Service Provider:
 - a. The Service Provider shall ensure a high level of service standards with regard to the facilities and amenities in the IVAC, for efficient processing of cases so that the waiting time is minimised and customer satisfaction is maximised.
 - b. The Service Provider should ensure that the staff of the IVAC are courteous and helpful and should not indulge in unpleasant arguments or use of foul language or engage in any corrupt practices/activities. The

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Service Provider should ensure strict discipline, punctuality and decorum of office amongst the staff of the IVAC.

- c. There will be a provision for review of service standards after each year of operation. During the review, any inadequacies or fall in standards of service rendered by the Service Provider should be resolved to the satisfaction of the Mission/Post. If the Missions/Post is not satisfied with the response of the Service Provider, the Missions/Post shall have the right to impose penalties and/or terminate the Contract by giving six months' notice. If for any specific serious reasons, the Mission decides to terminate the Contract prematurely, the Mission shall encash the Bank guarantee provided by the Service Provider for premature termination of Contract.
- d. A list of service standards enforceable by the Mission and the penalties applicable in cases of default are available in the Service Level Agreement.

XIV. GUIDE TO BIDDERS

17. The following guidelines shall be applicable to the respective parties:
 - a. The Embassy of India, Bangkok reserves the right to reject any tender on the basis of security considerations at any stage in the tender process. The Mission concerned, or the Ministry, shall have the right to call for a Police Clearance Certificate at any stage, in respect of any member of the senior management of any of the bidding companies.
 - b. The Embassy of India, Bangkok 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 Act 2005 of the Government of India, may be required to release information supplied in this RFP in accordance with the provisions of that Act or by an Order of the Courts in India.
 - c. The information in this RFP, or otherwise supplied by the Mission /Post in Thailand or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the Mission/Post.

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- d. Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the Embassy of India, Bangkok. 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 Embassy of India, Bangkok or Post in Thailand will not be liable to contract and tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss or cost (including legal and lawyer/client costs) to the Bidding companies or other persons in respect of this RFP.
- f. If a dispute arises out of or in connection with the contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved within three months, the parties agree to submit that dispute to arbitration under the Delhi International Arbitration Centre (DAC) Arbitration Proceedings Rules. The number of Arbitrators shall be one, to be appointed by the Chairperson of DAC. The DAC will provide the administrative and legal services in accordance with the DAC Rules. The place of Arbitration shall be New Delhi, and the language used shall be English. The expenses on arbitration will be shared by the Parties as per the provisions of the DAC Rules. The place of any court cases shall also be Delhi.
- g. Any dispute between the Service Provider and the local partner is the responsibility of the Service Provider only and should be settled accordingly and Mission/Post is not responsible for the same. However any problem arising out of such dispute affecting the outsourcing of CPV services shall be the sole responsibility of the Service Provider and shall be dealt with as per penal provisions indicated in the RFP.
- h. In submitting a proposal to the Embassy of India, Bangkok, the Bidding Company will be deemed to have understood this RFP along with Annexures A to H, specimen Main Agreement and specimen Service Level Agreement and also to have obtained all requisite information and ascertained the veracity of any information to be relied upon, as may be necessary to prepare the proposal and for any subsequent negotiations with the Embassy of India, Bangkok

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- i. In submitting a proposal to the Embassy of India, Bangkok, the Bidding Company will be deemed to be fully informed and to have accepted the terms and conditions outlined in this Request for Proposal and that all commitments as per RFP and its Annexures A to H will be met. A Declaration/Certificate to this effect will be furnished by the bidding Company as per Annexure G.
- j. The cost of preparing and submitting the proposal shall be borne by the Bidding Company.
- k. The Embassy of India, Bangkok, shall arrange a Pre-bid Conference about the bidding process, about 15-20 days prior to the last date for submission of bids. The pre-bid conference should be followed by presentations by Bidding Companies as per the date and time fixed by the Mission/Post. These are to enable the Bidding Companies to prepare the proposals with full knowledge of the requirements of the Embassy of India, Bangkok and for the Mission to clearly assess the capabilities of the Service Provider.
- l. The Embassy of India, Bangkok, reserves the right to accept or reject any or all Proposal(s) and to annul the bidding process, at any time, thereby rejecting all proposals, prior to award of Contract/ any Contract being signed.
- m. The Embassy of India, Bangkok, reserves the right to reject the lowest bid as unresponsive, on the basis of the costing information provided in Annexure C as part of the financial bid, if it considers it unviable and could therefore lead to poor quality of services. In that event, the **lowest responsive bid L1** may be decided from amongst the remaining bids which are considered viable.
- n. The Mission reserves the right to amend the RFP and or its enclosures at any time prior to the deadline for receipt of bids. Any such amendment will be numbered, dated and issued by the Mission and will be intimated to the Bidding Companies by Email and also uploaded in the websites of the Ministry and the Mission/Post. Where amendments are significant, the Mission may, at its discretion, extend the deadline for receipt of bids.
- o. Copies of template Agreement, Service Level Agreement (SLA) and List of Value Added Services are enclosed for information and will be used for

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signing the Agreement by the prospective Service Provider. Mission has the right to make changes as deemed necessary in public interest adhering to the general theme of the template Agreement with the approval of Ministry.

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

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

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

XV. PENALTIES

19. The various penalties chargeable will be as under:

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- a. **Delay in opening of IVAC:** The Service Provider will ensure that all IVACs are established as per the time frame agreed with the Mission(s) and that all the required infrastructure and systems are in place within the agreed timeframe to the satisfaction of the Mission/Post. The Service Provider agrees to forfeit the Bid Security/ Bank Guarantee in case of delay in establishing the Centre/(s). In that event, the Mission has the right to terminate the Contract and also encash the Bank Guarantee referred to in sub-clause (b) below. The Mission concerned also has the option of encashing any or all of the Performance Bank Guarantees depending on the extent of delay.
- b. **Premature Termination of Contract:** The Bank Guarantee, referred to under Para 13.c shall be forfeited to the Mission/Post in the event of a premature termination of contract with a Notice of less than six months. The Mission concerned reserves the right to retain the performance Bank Guarantees for a period of six months beyond the termination of the Contract or a confirmation from the Mission, whichever is later, to enable a systematic handover to the next Service Provider and to settle all the penalties and other outstanding matters.
- c. **Operational Penalties:**
i

Service Level Parameters and Penalties for Violation:

No.	Parameter	Service Level	Penalty for Violation
1.	Working Hours of India Visa Application Centre(IVAC)	Submission hours totaling 33 hours and overall working hours of 45 per Week.	US\$ 500 for violation per day, unless such changes are mutually agreed in advance, including in terms of compensation of lost hours in the subsequent week.
2.	Size of the IVAC	Bangkok: 275 Sq meter to 325 sq. meters. Chiangmai: 80 Sq m	Any discrepancies between the offer and actual size of the IVAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless

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			specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes.
3.	Location of the IVAC	Location should be reputed, accessible to public with parking facilities and should be within proximity of two kms of Mission/Post.	Location of the IVAC must be as per the commitment made under Annexure-E. Any discrepancies between the offer and actual location of the IVAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes
4.	No. of Counters for Reception, Submission and Enquiry	12-14 Counters	Any discrepancies between the offer and actual number of Counters in the IVAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes.

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

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	applications	<p>applications will be verifiably brought into the main tracking system on the same day. Postal applications after scrutiny will be transmitted to the Mission/Post on the next working day of receipt.</p> <p>The service provider will provide a weekly statement of details of postal/courier applications received, indicating the tracking number, date/time of receipt (verifiable from the tracking number) and the date/time of despatch to the Mission/Post.</p>	<p>of applications to the Mission/Post without proper reasons, will lead to imposition of penalties equivalent to the service fee multiplied by the number of days of delay.</p>
10.	Five stage Website Tracking Mechanism	<p>The status of processing and movement of documents will have the following checkpoints, to be updated on a real time basis:</p> <p>a) Acceptance of application form in the IVAC</p> <p>b) Dispatch of application form with documents to the Mission/Post</p> <p>c) Processing in Mission/Post</p> <p>d) Receipt of documents from the Mission/Post</p> <p>e) Dispatch of documents to the applicant giving details for tracking</p>	<p>Service Fee multiplied by the number of days of delay in updating the information in the website tracking system.</p> <p>(installing such a system that reflects real time status).</p>
11.	Digitisation and Indexation of documents	<p>Digitisation and indexation will be completed in a maximum of seven days, from the date of acceptance of application.</p>	<p>Any delay beyond this time frame will entail penalties equivalent to US \$ 2 multiplied by the number of applications</p>

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			and the number of days of delay. Any delay attributable to the Service Provider, beyond three months would lead to forfeiture of Bank Guarantees and termination of Contract. At the time of expiry of the Contract , the Service Provider should complete the entire digitisation/ indexation work and handover the CDs with data to the Mission/Post failing which the Bank guarantees will be encashed to meet the expenditure on the remainder of the work through other agencies decided by Mission.
12.	Provision of Courteous Services to the Applicants	The Service provider will extend courteous services to the applicants and will not allow any acts of omissions/commissions which will bring displeasure or unpleasantness to the applicants or bring disrepute to the Mission/Post or Government of India.	Any complaints of discourteous or unacceptable behaviour will lead to imposition of penalty equivalent to US\$100 in each instance. Repeated violations can lead to termination of Contract and a ban on taking part in future tender processes.
13.	Provision of Value Added Services (VAS)	Service Provider understands that VAS is an optional service and will not be forced On Applicants through coercion Or misleading information. It is also understood that any unapproved VAS And Overcharging for Any service in the approved list or non-provision of VAS as per the approved list are impermissible.	If any such incident is noticed, Service Provider will return the total amount charged to the applicant in each instance and also pay a penalty of US\$200 to Mission/Post for each such incident. Non-provision of VAS as per approved list and prices will lead to a penalty of US\$ 200 per incident.

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

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			delay
18.	Delay in sending the completed application form along with documents to the Mission/Post	The Service Provider will send the application forms with documents received from the applicants on the same day of receipt to the Mission/Post or the next working day in case of delayed receipts.	If not, the Service Provider will pay a penalty equal to the Service Fee multiplied by the number of days of delay.
19.	Delay in returning passport/documents to applicants by Service Provider after service by Mission	The Service Provider will return the passports with documents received from the Mission/Post to the applicants on the next working day.	If not, the Service Provider will pay a penalty equal to the Service Fee multiplied by the number of days of delay.
20.	Transfer of amounts to Mission/Post's accounts	Service Provider agrees to transfer the Government of India fees and the Indian Community Welfare Fund (ICWF) fees collected from the applicants to the Mission/Post's designated accounts on the same day or, in case of delayed receipts, the next working day.	In case of delays on this count, Service provider will pay a penalty equivalent to 0.5% of the undeposited amount multiplied by the number of days of delay.
21.	Bounced Cheque/ transaction	Service Provider commits fully that there will not be any case of bounced cheque/transaction while transferring the amounts to Government accounts.	In the case of any such incidents, Service Provider will pay a penalty of US\$1000 per incident or 10% of the value of Cheque/transaction whichever is higher. Repeated instances of cheque bounces may lead to cancellation of the contract and a ban on participation in future bids.
22.	Payment of penalties	Service Provider will make payment of penalties as indicated in the Request for Proposal (RFP)/Agreement and will also make payment of additional penalties,	If penalties are not paid within seven Days including holidays, additional penalties will be imposed on a cumulative basis of 0.5% of the

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		wherever specified, for any delay in payment of penalties imposed by Mission/Post.	amount payable per day, if reasons for such delays are not acceptable to the Mission/Post. In the case of non-payment of Additional penalties for a Period exceeding four weeks, Mission/Post will Have the right to encash the Bank Guarantees As appropriate.
23.	Loss of Passports/ documents	Service Provider Commits that there will not be any loss of passports Or documents During transaction between IVACs and Mission/Post and The applicants/Postal/courier services.	In the case of any such loss, Service Provider will pay a penalty of US\$1000 per passport or document and all replacement and legal costs shall be borne by the Service Provider.
24.	Recoupment of Bank Guarantees in the event of encashment of Bank Guarantees by the Mission/Post.	In the event of any expiry or encashment of Bank guarantees by the Mission/Post, the Service Provider will be required to recoup the Bank guarantees within two weeks of the same.	Whenever the Bank Guarantees have expired or encashed , the relevant amount should be recouped within two weeks beyond which a penalty of 10% will be imposed per week. Continued non payment may lead to encashment of all the Bank guarantees, termination of Contract and a future ban from participating in tender processes.
25.	Non-availability of hunting CCTV live feed	The Service Provider should provide hunting CCTV live feed of the IVAC to the Mission/Post .	No. of days non-availability multiplied by US\$100
26.	Appointment of staff without requisite qualification.	The staff of IVAC should have appropriate qualification to handle the respective work with minimum qualification being a graduate.	US\$200 per week till the matter is rectified. A part of the week will be taken as full week.
27.	Working in	The Service provider should	In case of violation on this

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	absentia	be directly involved in the outsourcing work of The Mission and not On commission/royalty basis or any such arrangement. The Service Provider should specify the key staff (Country manager etc) to be stationed in The City/Country.	account, the Mission has the right to terminate The Contract, encash The Bank guarantee And impose a future ban on taking part in Tender processes.
28.	Delay in submission of website certification.	The service Provider should submit the requisite website certification within 3 months from the date of award of Contract.	US\$500 per day for any delay beyond The prescribed period up to a maximum of 30 days after which Mission has The right to terminate The Contract if the reasons for delay are not accepted by the Mission. In that event, the Service Provider Will forfeit the Bank Guarantee provided For premature termination of Contract. Mission shall also have the right to ban the Service Provider from participation in Future tender processes.
29.	Delay in submission of Insurance Policy	The service Provider should submit the Requisite Insurance Policy within 3 months from the date of award of Contract	US\$500 per day for any delay beyond The prescribed period up to a maximum of 30 days after which Mission has The right to terminate The Contract if the reasons for delay are not accepted by the Mission. Mission shall also have the right to ban the Service Provider from participation in Future tender processes.

The decision of the mission /Post would be final on the periods of delay applicable for each of the above calculation.

XVI. RESPONSE TO THE RFP

20. The Bidding Companies should clearly convey their responses as indicated below:

I Basic Information

- i. The response of the Bidding Company must be in the same order of the items in the RFP and in text form only.
- ii. The Bidding Company should indicate the Service Fee inclusive of VAT and local taxes in local currency, as specified by Mission/Post. Any changes to the Service Fee would be in accordance with Para VIII.11 c and d. The prices for VAS are also inclusive of VAT and local taxes.
- iii. The Bidding Company should carefully fill in Annexure C, D and Annexure E and familiarise itself fully about the details in Annexure A, B, F, G and H, before responding to the RFP.
- iv. The Bidding Company must, in the Financial Bid format (Annexure-C), provide details of the costing process by which the Service Fee has been determined.

II. Method Statement

The purpose of the Method Statement is to enable the Embassy of India, Bangkok , 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.

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- c. Provide details on the proposals for monitoring and evaluating services rendered.
- d. Provide details on the proposals for innovative website design and online development.
- e. Provide details on the proposals for managing risks and contingencies.

ii. **Resource Plan**

- a. Provide details of the resources expected to be used to service the Contract, including a minimum staff as per the following format:

S.No.	Country	City	No. of staff in each IVAC with designation.	No. of senior executives covering the Country with regions.
1	Thailand	Bangkok	18-22	
2		Chiang Mai	02-04	
3				
4				
5				
6				
		Total	20-26	

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

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- e. Provide detailed sub-contract plan, if any, within the limits permissible under the terms of this RFP. (Copies of all sub-contracts entered into by the Service Provider to implement obligations under this Agreement should be provided.)
- f. Provide step-by-step Plan for IVAC rollout in respect of Thailand, as per the agreed timelines.

iii. Quality Plan

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

e. Additional Information

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

XVII. SUBMISSION REQUIREMENTS

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21. The Bidding Company should submit its proposal as per the format below:

i) A separate Envelope containing a **Demand Draft for Bid Security Deposit**. Bids received without this will be summarily rejected.

ii) A separate Envelope containing the **Technical Bid including all Annexures as per RFP except Annexure-C**.

iii) A separate Envelope containing **Financial Bid including Annexure C for Service Fee and charges for VASs**

iv) All the above three envelopes should be superscribed with titles indicated in bold letters above and sealed and enclosed in a larger envelope, securely sealed and superscribed as '**Tender Documents for Outsourcing of Consular/Passport/Visa services**'

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

22. The **Financial Bid** should be in the format prescribed, as indicated in Annexure-C, and should provide each of the following figures separately:

- a. **Basic outsourcing activities** as per deliverables included in the RFP, including digitisation and indexation of documents
- b. **Enrolment of Fingerprint biometrics;**
- c. **Facial biometric capture.**
(The Service Fee, based on which the evaluation of L1 will take place, will be the total of a, b and c above in addition to the VAS component indicated in para 23(ii)(e).
- d. **Value added Services for specified services (VAS).** The price quoted should not exceed the maximum price prescribed by the Embassy of India, Bangkok. However, the Service Provider can offer prices lower than the maximum prices fixed by the Embassy of India, Bangkok, as per the commitments made in Annexure-E in the Technical bid. The value of the VAS will be determined on the basis of the total of prices offered.

XVIII. OPENING OF BIDS

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

i). Technical Bids

- a. In the first stage, only the envelopes i and ii, containing the Bid Security Deposit and the Technical Bid, along with the prescribed Annexures, will be opened on the appointed date and time (Date of closure of Bids), in presence of the bidding companies (one representative each) and members of Mission's/ Outsourcing Committee and shown as a token of receipt of the documents in time. The sealed envelope containing the Financial Bid will be shown to the members present, but will not be opened at this stage.
- b. The bids which are not accompanied by the Bid Security Deposit and a separate envelope for the Financial Bid will be summarily rejected.
- c. The representatives of the Bidding Companies will sign a statement as per proforma prescribed by the Mission as a token of confirmation of the documents having been received in the Mission in time. Tender documents received after the scheduled time will not be considered.
- d. The Technical Bids will be examined and evaluated by the Outsourcing Committee subsequently in the Chancery on the basis of responses to the RFP. Technical Bids which do not fulfill the mandatory criteria as per Annexure D will be disqualified. Incomplete responses by the Bidding Company to the details requested would lead to rejection of the Technical Bid as unresponsive. Bidding companies which do not obtain 70% marks in the evaluation as per Annexure E will not be considered for qualification to the Financial Bid stage. *Information to be provided by the mission/post in Annexure D has already been included in various clarifications and was circulated among all the vendors who attended the pre-bid meeting on September 02, 2016 at the Embassy of India, Bangkok.*
- e. Consideration of the technical bids by the Outsourcing Committee of the Mission/ may take up to 2 to 3 weeks.

ii) Financial Bids

- a. The Financial Bid(s) of the Bidding Company(s) disqualified in the Technical Bid stage will not be opened for financial Bid evaluation. The Financial Bid in sealed condition will be returned to the Bidding Company, unless deemed by the Mission/ as required for investigation purposes. The Bidding Companies which did not qualify in the Technical Bid stage will be informed of the reasons for their disqualification by

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email. The Bid Security Deposit will be returned not later than seven working days from the date of information of the disqualification.

- b. Before the opening of the Financial Bids, the marks obtained by the various bidders in the Technical Bid stage will be communicated by email.
- c. Bidding companies, which have qualified in the Technical Bid stage, will be informed by email to be present on the date and time fixed by the Mission/ and the financial bids will be opened in their presence along with members of the Outsourcing Committee.
- d. The financial bid for Service Fee in three components, namely, basic services, biometric enrolment of ten-finger print, enrolment of facial biometrics along with prices for VAS will be opened on the same day. The prices quoted for Service Fee by L1, L2 and so on, will be announced along with the details of Total Expenditure and Total Receipts quoted by the respective Bidding Companies. (Details of amounts under each category or Copy of the Costing Sheet of the Bidding Company will not be provided to others as it is deemed commercially confidential).
- e. Thereafter, the Financial Bid (Annexure C) will be evaluated by the Outsourcing Committee in the Mission in regard to the viability of the Service Fee for the Service Provider to be able to provide services of the desired quality. The Financial Bids which are assessed as unviable by the Outsourcing Committee are liable to be rejected as unresponsive. Of the remaining Financial Bids which are found to be viable, the lowest evaluated Bidder will be decided on the basis of the number arrived at as per the following formula:

(Service Fee offered x 0.8) + (VAS charges offered x 0.2)
- f. The above decision will be conveyed only in the meeting of the representatives of the Bidding Companies which have qualified for the Financial Bid stage. The date and time of the Meeting will be intimated by Mission by email. (The results of the Financial Bid will not be intimated by email at this stage).
- g. During the Meeting, the names of the Companies rejected for lack of viability and the names of the Companies who have qualified in the Financial Bid stage will be announced. The weightage value of Service Fee of all the

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qualified Companies will be announced and L1 will be selected accordingly. In the case of a tie, where more than one company has quoted the same evaluated lowest price, the Bidding Company graded higher in the evaluation of Technical Bids will be declared L1. In the event of a tie in this procedure as well, the company which has quoted lower in Service Fee would be declared L1. Accordingly L1 will be declared in the Meeting and the announcement for award of contract will be made.

- h. The weighted value of the Service Fee and VAS is only for the purpose of determination of L1. The Service Fee for the purpose of operations will be as per the price offered by the bidding Company.
- i. There will be two Service Providers operating simultaneously, both L1 and L2 will be asked to operate at the L1 price.
- j. The award of Contract to the winning company will also be informed by email to all the qualifying Companies in the Financial Bid stage.
- k. The Bid Security Deposit will be returned to the unsuccessful Bidding Companies within 15 days of the final award of Contract. However in the case of the company which has been awarded the Contract, the same will be returned only after submission of the requisite bank guarantees and signing of the Agreement. If the Company fails to sign the Contract along with the Bank Guarantees, or fails to complete the procedures for opening the IVACs as per the time schedule stipulated by the Mission, the Bid Security Deposit will be retained by the Mission and the Company may be banned from participation in future tender processes.

XIX Sending the Bids to Mission

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

- a. The proposal should be addressed by name to "Head of Chancery, Embassy of India, Bangkok, (please indicate full address) and sent so as to reach before the due date. The Bids must be submitted in a secure package as explained under submission requirements and in the following manner:
 - A signed original of the Technical Bid and Financial Bid along with enclosures
 - Four copies of the original proposal.

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- A CD copy of the proposal in PDF format
 - The Bid Security
- b. Faxed or e-mailed proposals will not be accepted. The envelopes should be superscribed 'Tender documents for Outsourcing of Consular/Passport/Visa Services'.
- c. The proposal must contain the information required by the RFP, and signed by the authorized representative of the Bidding Company.
- d. The original must be signed by an authorized representative of the Bidding Company. This copy is deemed to be the master copy.
- e. The proposal must be received by **1200 hours on 16 Sept, 2016⁷**. The Technical bids will be opened in the presence of the Bidding Companies or their authorized representative (limited to one person per bidding Company only) at the Embassy of India, Bangkok on the same day.
- f. The receipt of the proposal will be duly acknowledged as and when received.
- g. The name, title, profile, address, phone and fax numbers, website and e-mail address of the Bidding Company in respect of this RFP must be provided to the Embassy of India, Bangkok in the proposal. This must be sent to the Mission along with the organization profile as indicated in Para 1.1 immediately for verification of antecedents.
- h. The Bidding Company's proposal will constitute an offer to develop a contract based on the terms and conditions stated in this RFP. The proposal may form part of the final contractual documentation, if the Bidding Company is invited by the Embassy of India, Bangkok to enter into a contract. The contract will also include provisions for the Service Provider to adhere to all local laws applicable to the operation of the outsourcing centre, including on employment of staff, banking operations, environment, safety, insurance, privacy, payment of local taxes, etc. Matters regarding dispute resolution between the Service Provider and the Embassy of India, Bangkok

⁷ To be fixed by the Mission.

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will be as indicated in Para XIV.17 (f) above. The contract will also include provisions of Force Majeure, termination of contract, and the consequences of termination.

XX. CLARIFICATIONS/ADDITIONAL INFORMATION

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

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

Mission/Post	Name & Designation
E/I, Bangkok	Mr Naveen Saxena, HOC, Counsellor
CGI, Chiang Mai	Mr Shirish Jain, Counsel

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

c. Questions from bidding companies will be accepted until 5 (five) working days before the Pre-bid conference. The Pre-bid conference will be held, as far as possible, 15 days before the last date for submission of bids. This will be followed by presentations by Bidding Companies as scheduled by the Mission/Post.

d. Each Bidding Company shall provide the name and contact details of an individual to act as a point of contact during the tender process. Such nominated person may be required to provide clarifications regarding the bid and to provide additional information, if necessary, during the evaluation process.

XXI. SCHEDULE FOR THE RFP PROCESS

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

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1. Clarifications – 26 August, 2016 to 1 Sept, 2016
2. Pre-Bid meeting- 2 Sept, 2016 at 1500 hrs. in the Embassy premises
3. Bid submission- 5 Sept, 2016 to 30 Sept, 2016 till 1200 hrs.
4. Technical Bids opening – 30 Sept 2016 1230 hrs
5. Financial Bids opening- To be notified
6. Date of beginning of outsourcing operations: 2 Jan 2017
(Mission has the discretion to change the date as per exigencies)

XXI. STATEMENT OF SERVICE REQUIREMENTS

27. The Service Provider shall establish Visa/Passport/Consular Application Centres adhering to good industry practice standards., in the following¹¹ cities in accordance with the timetable for commencement of operations agreed with the Embassy of India, Bangkok. All the IVAC locations listed below must commence operations simultaneously.

S.No.	Country	City
1	Thailand	Bangkok
2		Chiang Mai

Note: Missions to indicate the cities where IVACs are to be located.

XXII. DECLARATION

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

XXII. RFP FORM TO BE SENT TO:

28. Name: SHRI NAVEEN SAXENA, Head of Chancery, Embassy of India, Bangkok

⁸ Mission to indicate

⁹ Mission to indicate

¹⁰ Mission to indicate

¹¹ Mission to indicate the number and locations of IVACs desired