

HIGH COMMISSION OF INDIA

Kuala Lumpur (Malaysia)

REQUEST FOR PROPOSAL (RFP)

Dated: 20.1.2016

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 in this regard is final.*
- ii) *The Organisation 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 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.*
- 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% marks in the Evaluation of Technical Bid (Annexure-E) will not be considered for Financial Bid Stage.*
- viii) *In the RPF please read “High Commission of India, Kuala Lumpur” for “Mission” and “visa and OCI card services” for “Visa services” and for “CPV Services.”*

I. Pre-verification

1. The Bidding Company is requested to fill up the Organisation Profile appended below and send it to Mission immediately without waiting to complete the tender documents. The details should be sent electronically to the Mission 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	
ii	Address	
	(a) Registered Office	
	(b) Corporate Office	
	(c) Head Office	
	(d) Details of valid Registration No., date and issuing authority	
iv	(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 which the company has become eligible to take part in the tender process.	

References

(Please provide three references only)

S.No.He adInfor mation		
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: The Bidding Company should provide a Declaration/Certificate as in Annexure-G

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 High Commission of India, Kuala Lumpur hereinafter referred to as the Mission to provide Visa/OCI cards support services at Kuala Lumpur, Klang, Johor Bahru, Penang, Ipoh, Melaka, Seremban, Kuantan, Kota Kinabalu and Kuching.

3. The Mission undertook approximately 650 Visa transactions per working day on the basis of 250 working days per year in the last three years (average of OCI applications received per day for last 3 years is 20). However, this is only an estimate and the Mission does not guarantee this number. The Mission 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, of applicants received in person on its behalf, deliver them to the Mission 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/OCI cards 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 has the right to terminate the contract if during the review process, it is found by Mission 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/OCI cards Application Centre (IVAC) shall commence w.e.f. 2.5.2016, as specified by Mission, of signing of the contract in accordance with the timeline indicated in the RFP. All the IVACs should be opened simultaneously. Outsourcing Operations may be started only after Mission 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., 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. Mission reserves the right to impose a financial penalty as prescribed under 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/Passports/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, to provide Visa/OCI cards 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.

iii) Bidding Company should have a minimum net worth equivalent of US\$ 5 million.

iv) The average annual turnover of the Bidding Company should be at least US\$500,000

v) 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.5 above, the Bidding Company should fulfil the following requirements.

7. (a) 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.

(b) Duly filled in proforma given at Annexure F, should be enclosed with technical bid.

8. The Bidding Company must comply with the following additional/technical eligibility requirements:
- a. If the Bidding Company proposes to 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 50% of the net worth stipulated for the main Bidding Company. In addition, the local partner must also meet all the other eligibility requirements indicated in this RFP for the 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 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 concept of 'Sponsor' (Passive partner) is not acceptable unless the sponsor also has the same criteria stipulated for local partner.
 - d. 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.
 - e. 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 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.

- f. 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\$500,000. In case of joint ventures, information must be provided for all partners of the joint venture and a copy of the contract.
- g. 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.
- h. 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.
- i. 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.
- j. The Bidding Company must certify that it has not been convicted for, or involved in, bribery, corruption or fraud.
- k. 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.
- l. The Bidding Company must provide certification that its operations are compliant with local labour laws and the relevant tax regime.
- m. The Bidding Company should have ISO-9001-2008(or equivalent) certification for quality management and ISO-27001-2013(or equivalent) certification for IT related services and ISO 23026-2015(or equivalent) for website quality certification.

- n. 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.
- o. The Bidding Company must deposit a Bid Security of Malaysian Ringgit (RM) 2,15,00 or US\$50,000. (The bid amount should be paid either in RM or in US\$. Any bidder paying the amount in part RM and part US\$ will be disqualified) (Bidder should write/print only High Commission of India and nothing else on the bank draft; and it should be payable at Kuala Lumpur). 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.
- p. The Bidding Company should fulfil the criteria indicated in Annexure D.
- q. A local partner is a company which has been working in the said country for at least three years and is registered as a Company as per the local laws. Any company which is registering as a local company only for the purpose of taking part in the present tender process will not be eligible for consideration as a local partner. A Joint Venture Company is a company as defined/understood under the Companies Act 2013. 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.

(Para V.8.q-Mandatory Criteria)

VI. (para 9) AWARD OF CONTRACT TO MORE THAN ONE COMPANY :

NOT APPLICABLE AND DELETED

VII. TIMELINES

- 10. The Service Provider must ensure the following:

- a. Selection of premises for the IVAC and approval of Mission for the same in such a way that operations start on 2.5.2016. Service Provider must certify and provide documentation from concerned authorities that all local regulations of Malaysia/ City of respective IVAC are being complied with. IVAC must be located, preferably, within 5 kilometers of Mission in a reputable area where security is not an issue, and must be easily accessible by public transport.
- b. Finalization of premises and signing of the contract between Mission and Service Provider should be done expeditiously after award of contract so as to start IVACs operations on 2.5.2016.
- c. After signing of the contract and before start of operations, the Mission 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. Mission 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 before start of operations in IVACs. 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. before start of operations in IVACs.
- f. Personnel selected for IVAC must be available to the Mission for assessment of competence/experience prior to commencement of services.
- g. Trained personnel must work concurrently with the previous service provider for a few days for the taking-over process prior to commencement of services.
- h. The timeline is only indicative in nature and can be modified by the Mission 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 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/OCI cards application, denominated in Malaysian Ringgit (RM) from the applicant.
- b. The fee per Visa/OCI cards application should be quoted, as per the Financial Bid format (Annexure-C), inclusive of any local taxes and VAT currently applicable in Malaysia. It is the responsibility of the Service Provider to pay applicable taxes to the governmental authorities.
- 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 rate of local taxes, VAT and UN Consumer Price Index (UNCPI) for the country offered for bidding. While seeking any increase in price, the Service Provider should give documentary proof and calculations to justify the increase to the Mission 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 purpose. The decision of the Ministry of External Affairs after considering the proposal shall be final.
- d. 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, 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.

- e. 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 details or unsustainable service fee will be rejected as unresponsive.

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/OCI cards application forms for services which have been outsourced, as prescribed by the Mission. All the application forms should be available in the website of the Service Provider through a web link from the Mission.
- ii. The website of the Service Provider should contain details of Visa/OCI cards services, category wise, provided by the Service Provider 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.
- iii. The Indian Visa Application Centre should display prominently the details of visa/OCI cards services offered along with the fee schedule. The Centre should also display details of the service levels committed by the Service Provider in the Service Level Agreement with the Mission, for the ready reference of the applicants.

- iv. Accept Visa/OCI cards 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 from applicants.
- v. On receipt of applications at the IVAC from applicants, 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 have been enclosed.
- vi. The applications received by should be brought in to the main system on the same day of receipt, and after scrutiny, should be sent to Mission 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.
- vii. Whenever the Mission requires any applicant to come for an interview, the Service Provider should coordinate with the applicant for the same.
- viii. '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.
- ix. 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 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 7PM on all working 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.

- 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 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 weeks to enable corrections and rectify deficiencies. Once the deficiencies have been rectified, the Service Provider should send the documents to Mission. 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.
- xiii. The Service Provider should mandatorily provide 3 SMS updates (i. despatch of documents to the Mission, ii. receipt of documents in the IVAC from Mission and iii. despatch of documents by Courier/Post). All these information should also be uploaded to the website tracking system on a real-time basis.

b. Acceptance of Fee

The Service Provider shall:

- i. Accept fee in all manners of payment generally used in Malaysia 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. No cash payment should be received by Post/Courier.
- ii. Display prominently both in the IVAC and website, information regarding Visa/OCI cards 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) Visa/OCI card fee (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/VAT to the authorities concerned, as Service Fee and VAS charges are inclusive of VAT/GST/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.
- 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 Mission. 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 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. 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. The Service Provider should provide a monthly certification that it does not hold any personal records of applicants beyond the stated limit. Any violations on this account will be penalised appropriately.

- viii) Maintain proper accounts of all the Visa/OCI cards fees received for each individual sub-head.

c) Transfer of amounts to Mission's account

- i) Deposit fees due to the Mission i.e. Government of India Fee for CPV services and Consular surcharge fees in Mission'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.

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, 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 simultaneously.

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

- 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 with authorised 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, the Service Provider should despatch the passports to applicants in a secure manner on the same day (or the next working day in case of delayed receipt). The passports should not be sent by unregistered Post or by unverifiable means.

- ii) Information on status of application, including dispatch of documents

must be updated on a real time basis on Service Provider's website, 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 and ISO-23026-2015 for website quality certification. 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.

ii) The Service Provider is responsible for enrolment of ten finger and facial biometric data of the applicants, as prescribed by the Mission in Annexure B and forwarding the same electronically along with the case file of the applicant to enable the Mission to upload them on the IVFRT platform. The Service Provider should coordinate with the Mission 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

NOT APPLICABLE AND DELETED

i) Issuance of OCI cards

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

NOT APPLICABLE AND DELETED

k) Digitisation & Indexation of Documents

- i) The Service provider is responsible for Digitisation/Indexation of Visa/oci cards application forms along with enclosures, as per the parameters prescribed in Annexure A. The data pertaining to visa and OCI card services, 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. The label of the CDs should clearly indicate the Mission 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. Documents such as invitation letter, business invitation/introduction letter, sponsorship letter, admission letter in college/University etc. should be digitised.

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 Mission.
- ii) The IVAC shall have sufficient space, subject to the minimum prescribed, in terms of waiting area, adequate number of counters, processing area, space for Value Added Services (VAS) and biometric services.
- iii) The total turnaround time should not exceed 60 minutes for an applicant.
- iv) The staff in the IVAC must be fluent in English, Hindi and the local language (and also the language of the local Indian community where applicable).
- v) The applications should be accepted at the counters for a minimum of 6½ hours per day and a total of 33 working hours per week, excluding weekends. The total working hours of the IVACs shall be 45 hours per week excluding weekends.
- vi) The IVAC shall have sufficient lighting, air conditioner / heating, drinking water, vending machines for soft drinks/coffee/tea, washroom etc.
- ix) Electronic display system indicating the status of applicants' token numbers.
- ix) 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.
- x) The IVAC should have a prominent Notice Board indicating the services offered, the fee schedule and the level of services committed as per the Service Level Agreement.
- xi) The Service Provider shall Provide a customer feedback system, and an interactive blog, in the format indicated by the Mission, as part of the website linked to the Mission'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-G:

- a. The Service Provider shall provide a Bank Guarantee amounting to RM 4,00,000 for the government funds held by it temporarily, after collection, and for the safety of documents. In case of repeated defaults, the Mission reserves the right to terminate the contract.
- b. The Service Provider shall provide a performance Bank Guarantee of RM 6,30,000 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 of RM 2,00,000 for the purpose as mentioned in para XV.19(b) of RFP.
- 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.

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

S.No.	Name of the VAS	Price
i	Photocopying (per page)(black and white)	To be quoted by bidder (upper limit RM 0.50 per copy)
ii	Colour Photographs (pl indicate number)	To be quoted by bidder (upper limit RM 20 for 4 photographs)
iii	Printing (per page)(black and white)	To be quoted by bidder (upper limit RM 1 per copy)
iv	Courier service (Peninsular Malaysia)	To be quoted by bidder (upper limit RM 38.40)
v	Courier service (to Sabah and Sarawak)	To be quoted by bidder (upper limit RM 47.20)
vi	Computer with Internet facilities (60 minutes)	To be quoted by bidder (upper limit RM 2.50)

vii	Form filling (per application)	To be quoted by bidder (upper limit RM 20)
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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 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'. The Bidding Company, in the Financial Bid, shall not quote more than the maximum prices determined by the Mission, but can offer lower prices to compete better in the Financial Bid stage as indicated under the Section 'Opening of Bids'- Financial Bids
- d. Website and notice boards of Missions/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'.

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.
 - b. Persons not cleared by Mission shall not be appointed in the IVAC and shall also not be retained subsequent to objections by the Mission.

- 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.
- 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.
- 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 Mission pertaining to the visitors and counters area, for monitoring by the Mission. 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).

- l. The Service Provider will be allowed to charge Visa/OCI cards Service Fee (SF), as per the L1 price offered in the tender process and approved by the Mission, from all individuals who make a visa/ OCI card application. This fee will be collected by the Service Provider from applicants along with the Government of India fees for Visa/OCI cards. 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 or any audit team of Government of India.

- m. The Service Provider will ensure that the total turnaround time for Visa/OCI cards 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, for setting up these IVACs, nor for providing services for Visa/OCI cards applicants.

- o. The Mission shall entertain no claim for expenses or liability for loss of passports or documents. The Service Provider shall indemnify the - Mission in the event of any claim made by any applicant on any account e.g. loss of passports or documents and it shall be the Service Provider's responsibility to compensate applicants if such losses occur.

- p. The Service Provider will develop and operate a website in English containing all information relevant and useful to Visa/OCI cards applicants. All information posted on the website will be in consultation with and the approval of Mission.

- q. The Service Provider shall ensure complete confidentiality of the information provided by Visa/OCI cards 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 Mission in the event of any leakage of such information, or loss of passports/documents, during his/her handling of the outsourcing services, and any consequential claim made by the applicant/applicants or any local Government authority. Every incident of loss of passports/documents will invite a penalty of 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 to its premises and documents.
- 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 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 Mission. 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 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, 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 Mission on a monthly basis and any serious complaints should be brought to the notice of the Mission immediately.
- y. The Service Provider should install a complaint/suggestion box at the IVAC which will be operated by the officials of Mission 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 Mission 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 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. If the Mission is not satisfied with the response of the Service Provider, the Mission shall have the right to impose penalties and/or terminate the Contract by giving six months' notice. If for

any specific serious reasons, the Mission decides to terminate the Contract prematurely, the Mission shall encash the Bank guarantee provided by the Service Provider for premature termination of 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. (Annexure-F)

XIV. GUIDE TO BIDDERS

17. The following guidelines shall be applicable to the respective parties:

- a. The Mission reserves the right to reject any tender on the basis of security considerations at any stage in the tender process.
- b. The - Mission will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'confidential'. However, the Mission subject to the Right to Information 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 or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the -Mission
- d. Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the Mission. All material supplied to the Mission in relation to the Bidding Company's proposal becomes the property of - Mission and may not be returned to the Bidding Company, unless requested in writing beforehand and agreed to by the -- Mission.
- e. The Mission will not be liable to contract and tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss or cost (including legal and lawyer/client costs) to the Bidding companies or other persons in respect of this RFP.

- f. If a dispute arises out of or in connection with the contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved within three months, the parties agree to submit that dispute to arbitration under the Delhi International Arbitration Centre (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.

- 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 is not responsible for the same. However any problem arising out of such dispute affecting the outsourcing of CPV services shall be the sole responsibility of the Service Provider and shall be dealt with as per penal provisions indicated in the RFP.

- h. In submitting a proposal to the Mission, the Bidding Company will be deemed to have understood this RFP along with Annexures A to E, 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 Mission.

- i. In submitting a proposal to the ---- Mission, the Bidding Company will be deemed to be fully informed and to have accepted the terms and conditions outlined in this Request for Proposal and that all commitments as per RFP and its Annexures A to E will be met. A Declaration/Certificate to this effect will be furnished by the bidding Company.

- j. The cost of preparing and submitting the proposal shall be borne by the Bidding Company.

- k. The Mission shall arrange a Pre-bid Conference about the bidding process, about 15-20 days prior to the last date for submission of bids. The pre-bid conference should be followed by presentations by Bidding Companies as per the date and time fixed by the Mission. These are to enable the Bidding Companies to prepare the proposals with full

knowledge of the requirements of the Mission and for the Mission to clearly assess the capabilities of the Service Provider.

- l. The Mission reserves the right to accept or reject any or all Proposal(s) and to annul the bidding process, at any time, thereby rejecting all proposals, prior to award of Contract/ any Contract being signed.

- m. The Mission 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. Where amendments are significant, the Mission may, at its discretion, extend the deadline for receipt of bids.

18. **Inducements:** Offering an inducement of any kind in relation to obtaining this or any other contract with the Mission 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 Missions.

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 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.

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:

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 and that all the required infrastructure and systems are in place within the agreed timeframe to the satisfaction of the Mission. 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 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 X (c) shall be forfeited to the Mission in the event of a premature termination of contract with a Notice of less than six months. The Mission 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. Submission hours at the IVACs: Any reduction in the submission hours, for whatever reasons, without the prior approval of the Mission or compensation of lost hours in the subsequent week as agreed with the Mission, compared to the commitment made under Annexure E, will result in imposition of a penalty of US\$500 per day.

ii. **Size of the IVAC:** Any discrepancy between the offer under Annexure E and the actual size of the IVAC will result in a penalty of US\$100 per day, up to a maximum of three months, to rectify the situation. Any delay in resolving the situation to the satisfaction of the Mission beyond two months, may result in invocation of Performance Bank Guarantee of the appropriate amount and/or termination of Contract, encashing of the Bank guarantee for premature termination of Contract and a future ban on taking part in tender processes.

iii. **Location of the IVAC:** Any discrepancy between the offer under Annexure E and the actual location of the IVAC will result in a penalty of US\$100 per day, up to a maximum of three months, to rectify the situation. Any delay in resolving the situation to the satisfaction of the Mission beyond two months, may result in invocation of Performance Bank Guarantee of the appropriate amount and/or termination of Contract, encashing of the Bank guarantee for premature termination of Contract and future ban on taking part in the tender processes.

iv. **Number of Counters at the IVAC:** Any discrepancy between the offer under Annexure E and the actual number of counters at the IVAC will result in a penalty of US\$100 per day, up to a maximum of three months, to rectify the situation. Any delay in resolving the situation to the satisfaction of the Mission beyond two months, may result in invocation of Performance Bank Guarantee of the appropriate amount and/or termination of Contract, encashing of the Bank guarantee for premature termination of Contract and future ban on taking part in the tender processes.

v. **Total turnaround time at the IVAC:** Any discrepancy between the offer under Annexure E and the actual 'total turnaround time' at the IVAC will result in penalties for the numbers and the extent of the delay. Accordingly, 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. Further, in regard to all such delays, any delay beyond 20 minutes over the agreed time will entail an additional penalty equivalent to the full Service Fee for every 20 minutes of delay.

vi. **Submission time spent at the Counter for scrutiny of applications:** The scrutiny of applications at the counter should not exceed 10 minutes per applicant. Any delay beyond ten minutes will result in a fine equivalent to 50% of the Service Fee for every 5

additional minutes, except due to force majeure situations acknowledged as such by the Mission.

vii. Waiting time at the call centre for telephonic queries: If call drops and delays in answering calls exceed the agreed time (under Annexure-E) by 20% of the total number of calls, a penalty of US\$1 per delayed call will be imposed.

viii. Delay in Email queries: Instances of more than 10% delays beyond the approved limit of 24 hrs (or 48 hours in case of reference to Mission), will attract penalties equivalent to US\$1 per delayed response.

ix. Delay in transfer of Postal/Courier applications to Mission beyond the approved limit: No. of days of delay x Service Fee

x. Incomplete Documents: Acceptance of incomplete documents from the applicants at the IVAC counters leading to delay in processing the application: cost of Service Fee x number of days of delay.

xi. Delay in sending the completed application form along with passport and documents to the Mission: Cost of Service Fee x number of days of delay.

xii. Delay in returning passport/documents to applicants by Service Provider after service by Mission: Cost of Service Fee x number of days of delay.

xiii. Delay in transfer of amounts to Mission's accounts, referred to under Para VII.11.c, the Service Provider will pay a penalty equivalent to 0.5% of the non-deposited amount x number of days of delay.

xiv. Delay in digitisation/indexation of documents: Number of days of delay x number of applications x US\$2. This will be subject to force majeure situations acknowledged as such by the Mission.

- xv. **Delay in updating web tracking system:** Cost of Service Fee x Number of days of delay.
- xvi. **Discourteous behaviour in the IVAC:** US\$100 per incident
- xviii. **Unauthorised and unwanted provision of VAS:** US\$ 200 per such unauthorised service. Besides, the unauthorised amount collected will be returned to the applicants.
- xvii.. **Malpractices in issue of receipts:** Amount of money involved x 3 or US\$500 whichever is higher, for each such instance.
- xviii.**Delays in total turnaround time and response to telephonic/email queries:** As per provisions of Service Level Agreement.
- xix. **Delays in payment of penalties:**The penalty amounts will be shall be payable not later than seven days including holidays from the date of issue of Notice by email regarding imposition of penalties. After 7 days, penalties at the rate of 0.5% per day will be imposed, compounded on a daily basis.
- xx. **Delays in payment of additional penalties:** Non-payment of penalties even after the imposition of additional penalties for a period of four weeks will lead to encashment of Bank Guarantees provided for this purpose. Further, whenever the Bank Guarantees are encashed, the relevant amount should be recouped within two weeks beyond which a penalty of 10% on the relevant amount will be imposed per week. Continued nonpayment may lead to encashment of all the Bank Guarantees, termination of Contract and a future ban from participating in tender processes.
- xxi **Non-availability of hunting/revolving CCTV live feed:** Number of days of non-availability x US\$100

xxii. **Appointment of staff without the requisite qualification:** The Mission will undertake random checks for quality and qualification of the staff employed at IVACs. Penalties will be prescribed in the event of any default on contractual obligations, at the rate of US\$ 200 per week until the matter is rectified to the satisfaction of the Mission.

xxiii. **Bounced cheque/transaction** will invite a penalty of US\$1000 per incident or 10% of the value of transaction whichever is higher besides a penalty of 0.5% per day till the amount is paid into the Government accounts.

xxiv. **Loss of Passports/documents** will invite a penalty of US\$1000 per passport or any other document. Besides, the cost of replacement of documents and legal expenses shall be borne by the Service Provider.

xxv. The decision of the Mission would be final, on the periods of delay applicable for each of the above calculations.

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 GST and local taxes in local currency, as specified by Mission. Any changes to the Service Fee would be in accordance with relevant para -. The prices for VAS are also inclusive of VAT and GST and local taxes.

- iii. The Bidding Company should carefully fill in Annexure C and Annexure E and familiarise itself fully about the details in Annexure A, B and D, 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.
- v. The bidding Company should also fill up Annexure F and enclose it with technical bid.

II. Method Statement

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

i. Professional Plan

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

e. Provide details on the proposals for managing risks and contingencies.

ii. **Resource Plan**

a. Provide details of the resources expected to be used to service the Contract, including the number of staff expected to be employed for providing the service. Also include an organizational chart indicating responsibilities and reporting lines in respect of this proposal.

b. Indicate in each case the number of Staff expected to be drawn from within the service providers' organization, staff newly recruited, and staff on part time employment under this Contract.

c. Explain the plan for the training of Staff to be employed under the Contract.

d. Give names and positions held by Key Staff who will be responsible for the management of the contract, along with their experience in this field. Copy of the Service Contract or Appointment letter may be provided.

e. Provide curriculum vitae for each member of the Key Staff mentioned above.

f. Provide detailed sub-contract plan, if any, within the limits permissible under the terms of this RFP. (Copies of all sub-contracts entered into by the Service Provider to implement obligations under this Agreement should be provided.)

g. Provide step-by-step Plan for IVAC rollout.

iii. **Quality Plan**

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

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

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

- i) A separate Envelope containing a **Demand Draft (DD) for Bid Security Deposit**. Bids received without this will be summarily rejected. DD should be either in US\$ or Malaysian Ringgit (RM). Bids with part payment in US\$ and part payment in RM will be rejected. (Bidder

should write/print only High Commission of India and nothing else on the bank draft; and it should be payable at Kuala Lumpur).

ii) A separate Envelope containing the **Technical Bid**.

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 Visa/OCI cards services**'

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

vi) The bidders should provide a detailed technical bid as per the RPF. Additionally detailed information should be provided as per Annexure F. **If financial data is given in a currency other than Malaysian Ringgit, equivalent figures in Malaysian Ringgit should be provided side by side. Area of premises should be indicated in square feet only.**

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).

- d. **Value added Services for specified services.** The price quoted should not exceed the maximum price prescribed by the Mission. However, the Service Provider can offer prices lower than the maximum prices fixed by the Mission, 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.

- e. Minimum required area of IVACs, number of staff and number of counters are given below (bidders are encouraged to propose higher figures for the same):

Location	Area in sq feet	No. of staff	No. of counters
1. Kuala Lumpur	4000	18	10
2. Klang	2000	5	3
3. Penang	2000	5	2
4. Johor Bahrau	1500	5	2
5. Ipoh	2000	3	2
6. Melaka	1200	2	2
7. Seremban	1800	3	2
8. Kuantan	400	1	1
9. Kota Kinabalu	200	1	1
10. Kuching	200	1	1

XVIII. OPENING OF BIDS

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/Post'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 fulfil 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.
- e. Consideration of the technical bids by the Outsourcing Committee of the Mission may take a few 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 email. The Bid Security Deposit will be returned not later than fifteen 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.

- 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. (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 found to be unviable are liable to be rejected as unresponsive. Of the remaining Financial Bids which are found to be viable, the lowest evaluated Bidder will be decided on the basis of the number arrived at as per the following formula:

$$(\text{Service Fee offered} \times 0.8) + (\text{VAS charges offered} \times 0.2)$$

The value of VAS is the sum of VAS prices offered by the Service provider for the Value Added Services in the approved list.

- 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 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 weightage value of the Service Fee is only for the purpose of determination of L1. The Service Fee for the purpose of operations will be as per the price offered by the bidding Company.
- i. Not applicable (deleted).
- 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 “Mr. Brahma Kumar, Head of Chancery, High Commission of India, Level 28, Minara 1, No. 1 Jalan Mont Kiara, 50480 Kuala Lumpur” 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.
- A CD copy of the proposal in Microsoft Word
- The Bid Security

- b. Faxed or e-mailed proposals will not be accepted. The envelopes should be superscribed 'Tender documents for Outsourcing of Visa/OCI cards 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 **1600 hours on 22.2.2016 (Monday)**. 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 1600 hrs at Mission 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 Mission 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 Mission to enter into a contract. The contract will also include provisions for the Service Provider to adhere to all local laws applicable to the operation of the outsourcing centre, including on employment of staff, banking operations, environment, safety, insurance, privacy, payment of local taxes, etc. Matters regarding dispute resolution between the Service Provider and the - Mission will be as indicated in Paras 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 Mission will be considered as authorized communications on behalf of Mission.
- b. The Mission shall provide a copy of all questions and answers addressed during the tendering to representative of participating companies, during pre-bid conference. **The source of questions will not be divulged.**
- c. **Questions from bidding companies will be accepted through emails only (addressed to fscons@indianhighcommission.com.my with cc to attcons@indianhighcommission.com.my) until 25.1.2016.** Answers to the questions will be supplied in pre-bid conference (without naming the companies who asked the questions). The Pre-bid conference will be held at **1600 hrs on 1.2.2016** at the Mission's premises. This will be followed by presentations by Bidding Companies as scheduled by the Mission.
- 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:

Closure of Bidders' questions: 25.1.2016 (Monday)

Pre-bid conference: 1.2.2016 at 1600 hours

Deadline for Submission of Proposals: - i.e. RFP closing date : 1600 hrs. on 22.2.2016 (Monday)

XXI. STATEMENT OF SERVICE REQUIREMENTS

26. The Service Provider shall establish Visa/OCI cards Application Centres adhering to good industry practice standards in Malaysia, in the following cities in accordance with the timetable for commencement of operations agreed with the Mission. All the IVAC locations must commence operations simultaneously:

1. Kuala Lumpur 2. Klang 3. Johor Bahru 4. Penang 5. Ipoh 6. Melaka
7. Seremban 8. Kuantan 9. Kota Kinabalu, and; 10. Kuching.

XXII. DECLARATION

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

XXII. RFP FORM TO BE SENT TO:

28. Mr. Brahma Kumar, Head of Chancery, High Commission of India, Level 28, Minara 1, No. 1 Jalan Mont Kiara, 50480 Kuala Lumpur (Malaysia).

Annexure A

**Technical specifications for Digitization of
Consular documents**

1. Deliverables

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

2. Job Specifications

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

2.1. Jobs Specifications are as follows:-

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

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

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

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

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

Job 6: Image conversion to PDF format. In future Gol may ask for digital signature on these documents.

I. The vendor needs to arrange the retrieval software also. The retrieval software should have the provision to retrieve the image file on the basis of any Indexing field.

J. Depending upon the document, the vendor may have to use OCR/ICR setups. The desired accuracy will be 99%.

- Password for the DVD need to be communicated in writing to the respective Indian Missions. Frequency for change shall be decided by the respective mission.

- Vendor need to maintain the backup media for a period of 6 months. The certificate and digital signature will be on PDF. The fields to be indexed/OCR/ICR will be in English only. The vendor shall reconcile the documents before handing over back to the concerned Indian Mission.

- No hardware shall be provided by MEA/Indian Mission.

- 100% accuracy is required in indexing, which shall be verified against the scanned image. If image quality is not properly readable, the same rejection conditions arise.

4. Specification of images:

- a. It should be in black and white at 200 DPI with maximum size of 50KB per page

- b. Average page size should not exceed 50kb excluding the pages having photograph.

- c. Images should be de-skewed

- d. Images should be checked for black borders
- f. First page with photograph of the application should be scanned in both color and black and white.
- g. All pages in an application should be scanned as available in the file
- h. Once the files are scanned, the vendor should put all checks in place so that the quality of the images are further enhanced.

All blank pages should be deleted

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

c. The final PDF output created by the vendor should have the pages in the following order:

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

5. Parameters for retrieval of consular documents *[Depending upon the service for which application has been accepted]*

- a. File Reference Number

- b. Date of Application
 - c. Issue Date
 - d. Passport Number/Visa Number/OCI Number/PIO Number *[Depending upon the service for which application has been accepted]*
 - e. Applicant Name
 - f. Father's Name
 - g. Gender
 - h. Date of Birth
- a. Vendor should match the data created by them with the existing electronic record of the government.
- b. While matching this data, the preference should be given to the existing electronic data (if it exists), as the same data is already printed on the issued documents like Passport, PIO, OCI, Visa etc.
- c. Instances where the vendor comes across records which do not match with the master data, the vendor needs to enter data for all the parameter mentioned above as it is.
- d. PDF for the matched records should be named as the File Number mentioned on the Cash Receipt or the application form e.g. USANG1484808.pdf where first 4 alpha "USAN" is the Site code and "G1484808" is the File number(File number should be 1 alpha and 7 numeric where the last 2 numeric "08" is the year). In case the numeric is less than 7 preceding 0's should be used.
- e. Pdf for the unmatched records should be named using a unique sequential number for each site.
- f. The following data format and naming strategy should be strictly followed for easy data loading Centrally and locally:

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

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

1. One PDF folder which contains all scanned pages in PDF format for each individual case (filerfnumber) in grey scale with average page size less than 50 KB, one cropped colour photograph for each case and All pdf files in pdf folder should have filename in **upper case including extension** i.e SAURV02345.PDF
2. The DVD should have single CSV file containing metadata of all the pdf files and all meta data should be in **upper case** .
3. Naming convention of CSV file and pdf folder should be as given below:

mission_code(4 Char)+applicationtype(1or 2 char)_outsourcagency(3 Char)_date(in DDMMYY format)

e.g.

CSV File : SAURV_VFS_241013.csv

Folder Name of pdf : SAURV_VFS_241013 and files in this folder SAURV02345.PDF

Application Type code

V for Visa application

Blank for Passport application

PO for PIO application

OC for OCI application

Data Submission/Acceptance:

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

The final data should be written on to DVD's in 2 copies to be submitted [one at Indian Mission and other to MEA New Delhi]. However, the vendor need to keep the complete set of data till the confirmation on uploading the data either in the mission or in the central System but not beyond six months from the date of submission of the DVDs. The Final Data should be supported with the year wise list of number of files. The data submitted in the Computer Cell, CPV Division would be tested as per the laid down

procedure, which includes testing of data as per upload compatibility with local setup of Mission and IVFRT setup. Once the DVDs are found to be correct in all aspects, the DVDs would be sent for uploading to PRIDE/IVFRT system as the case may be. Mission also would be intimated about the status of the DVDs and DVDs would be uploaded locally at the Mission too.

6. DVD Naming nomenclature should be followed as below during burning of DVD as well as on Hard copy when DVD is supplied to Mission and NIC

Missioncodedocumentcategory_vendorcode_serialnumber.

e.g USANV_AGENCY_CODE_0001

USAN Mission code for New York (USA) note here mission code not the country code.

V document category Visa

for Passport it should be blank

for PIO it should be P

for OCI it should be O

Annexure-B

Provisioning Implementation of Biometric Enrollment at Indian Missions

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

1. Enrollment of 10 finger printers as per the format specified at annexure-"A". It may be noted that the finger print enrollment application software shall be provided by Government of India. NIC had already integrated few devices (Morpho Top 100, Cogent CS500E and Suprema RSG10) with application software. If outsourcing agency deploy different make/models certified by STQC (http://stqc.gov.in/sites/upload_files/stqc/files/UID%20certificate%20of%20approval%20list

%2013-10-2011.pdf), NIC technical team shall integrate the proposed device with its enrollment software. For the purpose on integration technical resource of the concerned outsourcing agency need to interact with NIC technical team and provide all the SDKs, DLLs and other technological requirements. Recording of the finger print enrollment process with time stamp shall be part of the other infrastructural requirements (as per the requirements of mission/ local laws) in finger print enrollment process.

2. Enrollment of facial biometric as per the Indian eGovernance standards available on <http://egovstandards.gov.in/> . Government of India may provide the facial capturing software for the purpose.

I. Technical Specifications

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

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

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

S No.	Mandatory Technical Requirements
A	Supply SDK and API (Enrolment) (.Net and Java)
1	SDK for 4+4+2 Capturing
2	SDK with capability for Fragmentation to 10 Images
3	NFIQ Quality Check with grading
4	Images - Raw, PNG, WSQ, JPEG 2000 Loss less Images,ISO 19794-2,ISO 19794-4
5	Minex Compliant Alogorithm for Minutia Extraction(ANSI-378)
6	Necessary Licenses(should not expire)
7	Minutia Templates (Proprietary)
B	Technical Requirements for 1:1 Verification Software
	1) Minex Compliant Algorithm for Minutia based matching on the same 4+4+2 device
C	Recording of the biometric enrollment process shall be mandatory in addition to other requirements of the RFP and local laws

C. Technical Specification for Slap Fingerprint Scanner (Recommended)

"4-4-2" Finger print Device Specification

As per specifications provided by STQC.

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

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

Notes for the bidder:

1. The biometric devices should comply to the National e- governance standards for Biometrics <http://egovstandards.gov.in/standardsandFramework/biometric-standards/view>.
1. SDK environment should be in Java and .net.
2. Extraction and Matching Algorithm should be Minex Compliant/listed
3. Fingerprint Device should support 4+4+2 capture & storing of the image in raw format, Lossless PNG, ISO 19794-2,ISO 19794-4 and ANSI-378 format. The devices shall also support segmenting, compressing images to WSQ format(1:15 compression ratio) and/or lossless JPEG2000
4. SDK should be available for integrating the finger print device with the application software. During the integration of the device with our application, vendor has to ensure technical support from the manufacturer regarding SDK as and when required.
5. Drivers for the device should be available on Windows and/or Linux platform
6. High quality computer based fingerprint capture (enrolment)
7. Capable of converting Fingerprint image to "Fingerprint image and Minutiae data standard for e-Governance application in India" formulated by Department of Information Technology, Ministry of Communications and Information Technology (DIT), GOI.

Annexure 'C'

Financial Bid

PART-I

(This information will be kept Confidential and will not be divulged to other Parties unless specifically required under RTI Act or under the Order of the Court)

Standard Cost Sheet for outsourcing of Visa and OCI cards Services in High Commission of India, Kuala Lumpur

Centre-I

(Please provide details for each of the 10 centres at 1. Kuala Lumpur 2. Klang 3. Johor Bahru 4. Penang 5. Ipoh 6. Melaka 7. Seremban 8. Kuantan 9. Kota Kinabalu, and; 10. Kuching)

separately)

Note: All items under part I,II and III are to be filled correctly without any omissions. Any vague details may lead to rejection of the bid.

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

Note: Mission has the right to disqualify the bidders in the Financial Bid stage if the costing details are not commercially viable and found to be unsustainable, treating the Bid as unresponsive.

Section - A

(a)Location/Address of the Centre

(b)Accessibility by public transport/taxi

(c)Distance from the Mission(for IVAC at Kuala Lumpur only)

(d)Total area of the Centre in Sq mts

(e)Location of the IVAC is as per local zoning regulations: Yes.

Section - B

S No.	Parameter	Total anticipated cost (in local currency)				Remarks by Mission (official use only)
		A	B	C	D	
		Monthly Expenditure	Annual Expenditure	One time Expenditure	Total Expenditure for the entire contract period of 4 years (D+E) x 4	
1	Cost of renting the premises Including expenditure on utilities such as electricity, water					

	etc.					
2	Number of counters, cubicles and office rooms to be installed with price: counters cubicles office rooms					
3	Cost for above					
4	Number of Server/computers with accessories to be installed. (pl specify price) 1. Counters 2. Office 3. Public					
5	Cost for above					
6	Description of furniture (chairs/ tables etc) to be put in the Centre. (pl specify with quantity and price) Office: Public:					
7	Cost for above					
8	No. of hardware items for biometric enrollment , storage and transfer with quantity and price: Server computers, hardware.					
9	Cost of above					
10	List of equipment for CCTV with quantity and price: cameras,					

	Computer hard disc					
11	Cost for above					
12	Facilities at IVAC. (PI specify items with quantity and price) TV Drinking water, vending machines for hot/soft drinks photo booth photocopier Wash rooms etc.					
13	Cost for above					
14	Installation of Ticket vending machine electronic display of the applications in progress (pl specify separately with quantity and price)					
15	Cost of above					
16	Number of phone lines and internet connections (PI specify items with quantity and price)					
17	Cost for above					
18	Description of contingency plan in case of interruptions					
19	Cost for above					
20	Description and number of equipment to be installed for					

	computerization of operations related to data capture and scanning of applications, photographs and enclosures including digitization and indexation for efficient and fast search and retrieval operations (Pl specify items with quantity and price)					
21	Cost for above					
22	Cost of operation of website in coordination with Mission giving information on the services being rendered.					
23	Number of staff in different areas of operation indicating the position and responsibilities of executives/staff deployed. Organizational chart indicating the position and responsibilities of executives/staff deployed a. Executive/Supervisor b. Staff c. Security d. Others (pl indicate number in each category and					

	emoluments)					
24	Cost for above					
25	Additional services to be provided in the centre/to the applicants to increase efficiency and customer satisfaction.					
26	Cost for above					
27	Mechanism for monitoring the quality of services and performance checks including its frequency and remedial measures					
28	Cost for above					
29	Transportation of documents between IVACs and Embassy. Details of vehicles and staff to be engaged and safety measures to be taken. (pl indicate number of vehicles/drivers/security staff with expenditure /emoluments					
30	Cost for above					
31	Expenditure on establishing a Call Centre. Only normal call charges should apply and waiting					

	period should not exceed five minutes. Call Centre should have continuously updated information. Note: Employees should know besides English, the local language of the country and language of the Indian community.					
32	Expenditure on training staff					
	Total Cost					

Section- C

Summary of the Costing Statements

S.No.	Details of Centres	Anticipated Expenditure for the contract period
1	Centre-I	

2	Centre-II	
3	Centre-III	
n	Centre n	
	Total expenditure for all the Centres	

PART-II-A

Proforma for Service Fee and VAS charges

Name of the Bidding Company:

Financial Bid for outsourcing of Consular/Passport/Visa Services

S.No.	Description	Amount (currency as specified by Mission)
1	Basic Service	
2	Enrollment of ten finger biometric	
3	Enrollment of facial biometric	
	Total Service Fee	

PART-II-B

Offer for Value Added Services

S.No.	Description	Maximum Price fixed by Mission	Price offered
1			
2			
3			

n			
	Total	****	*****

Note: Maximum price fixed by Mission and the price offered by the Service Provider must be in the same pattern

Section-Part III

Justification for Service Fee quoted

(a) Total anticipated expenditure for all the Centres:

(b) Profit margin (percentage) & Profit amount:

(c) Sum of (a) + (b):

(d) Local taxes payable:

(e) Sum of (c) + (d):

(f) Anticipated revenue:

(No of anticipated CPV applications x proposed Service Fee)

(g) Viability -Difference between (f) and (e). + or -

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

Signature

Date

Designation with seal of the bidding Company

(to be signed by CEO or equivalent Authority)

Annexure-D

Mandatory Criteria

S.No.	Parameters
I	Experience
1.	Three years of experience in the field of outsourcing for CPV services or Government of India (GOI) e-governance projects or ten years in the travel/related industry (certificate to be provided)
2	Capacity to handle two hundred applications per day on a three year average on any existing/ previous project. (Certificate to be provided)
II	FINANCIAL STRENGTH OF THE COMPANY

1	Minimum Annual Turnover of US\$ 500,000 based on the average of last three years -Certificate from an authorized external Auditing Agency
2	Minimum Net worth of US\$5 million -Certificate from an authorized external Auditing Agency
3	Capacity to provide financial guarantees as per RFP. -Certificate from an authorized external Auditing Agency -multiple Bank Guarantees of different amounts to be specified by Mission for encashment against non-payment of penalties.
4	Capacity to provide Insurance for services and obligations The insurance should cover the properties of IVACs and services rendered by the Service Provider and the obligations including legal obligations arising out of them and should survive expiry or termination of Contract in regard to legal issues.
III	Scope of the work and deliverables required
1	Location of the service centre in a reputed area with convenient accessibility and proximity to the Mission (to be specified by Mission) -The location of the Centres must be permissible under local zoning laws.
2.	Number of Centres (to be specified by Mission)
3	Size of the centre (area and layout), to be specified by Mission
4	Number of staff specifying nature of work to be handled (to be specified by Mission
5	Number of counters specifying the work to be handled (to be specified by Mission
6	Submission hours (acceptance of applications at the Counters) of IVAC should be 33 hrs per week(5 working days), irrespective of back-office working time.
7	Total turnaround time should not be more than 60 minutes from arrival to submission of application. -Delays in providing service will lead to imposition of penalties.
8	Bar-coded receipt and electronic data entry system - Detailed explanation should be given in the Bid. If needed a presentation is to be given in the Mission and Ministry
9	ISO *certification - The following ISO certification should be provided : ISO-9001-2008 (QMS-Quality Management System) ISO-27001-2013(ISMS-Information Security Management System) ISO 23026-2015(Website Quality certification) -Certification must be as per the latest version wherever applicable.
10	Security and vigilance system in the centre- security staff, metal detectors, CCTV

	cameras with recorded data etc as specified by Mission.
11	Storage and security of documents in the centre (strong room, cabinets and key system, details of staff responsible for the same) Detailed explanation should be given. If needed a presentation is to be given in the Mission and/or Ministry.
12	Security of movement of documents between the centre and Mission (nature of vehicles used and containers and key system) Dedicated cars/vans with documents in locked containers with security staff must be used for transportation of documents. The keys of the containers should be available only in the IVACs and Mission. Transportation of documents by public transport is prohibited Detailed explanation should be given. If needed a presentation is to be given in the Mission and/or Ministry
13	Electronic display of the progress of the applications in the centre. Detailed explanation should be given. If needed a presentation is to be given in the Mission and Ministry.
14	Data security and secure transfer of data including possession of appropriate certification and full compliance with local legal regulations. Detailed explanation should be given. If needed a presentation is to be given in the Mission and Ministry.
15	Wherever online application is not used, creation of meta data file along with sub-files for enclosed documents Detailed explanation should be given. If needed a presentation is to be given in the Mission and Ministry.
16	Hardware for capture of ten finger biometrics and facial biometrics Detailed explanation should be given. If needed a presentation is to be given in the Mission and Ministry.
17	Efficient and secured system for storage and transfer of biometric data, in full compliance with local regulations. Detailed explanation should be given. If needed a presentation is to be given in the Mission and Ministry.
18	Five stage Online tracking system, as specified, of the status of applications in the website. The data on the website must be uploaded on real time basis. Detailed explanation should be given. If needed a presentation is to be given in the Mission and Ministry. i)Acceptance of application at the IVAC, ii) dispatch of passport and documents to Mission iii) processing at Mission iv) receipt of documents from Mission v) ready for delivery/dispatch of documents with details
IV	Facilities
1	Computerisation of operations related to data capture and scanning of applications, photographs and enclosures including digitization and indexation for efficient and fast search and retrieval operations. Detailed explanation should be given. If needed a presentation is to be given in the Mission and Ministry.

2	Computerisation of operations related to accounts matters The software system (CONSPROM) prepared by NIC should be introduced immediately when provided.
3	Security system to control access of applicants, safe custody of documents and security of information held on the service provider's IT system, in full compliance with local legal requirements
4	Maintenance of logs/records and statistics as specified by Mission
5	Machine generated tickets of the applicants indicating date and time of entry (token issue time) and exit (receipt generation time). -Detailed explanation should be given. If needed a presentation is to be given in the Mission and Ministry.
6	Maintenance of confidentiality of the information and prevention of leakage of information from the centre, in compliance with local laws. Detailed explanation should be given. If needed a presentation is to be given in the Mission and Ministry.

Annexure-E

Proforma for Evaluation of Technical Bids - Grading companies giving marks

	Criteria	Quality of Solution Proposed (Extra Marks for solution better than the minimum specified by the Mission)			
		Bidder-1	Bidder-2	Bidder-3	Bidder-n
1	<i>Location of the IVACs with convenient accessibility in the city concerned and proximity to the Mission/ Post and as per local zoning regulations</i>				
2	Size of the centre (area and layout)				

3	Number of submission counters plus efficiency of the submission process.				
4	Quality of Organisational Structure Number of staff at each level and qualification (Manager, Supervisor, counter staff, security staff, data entry staff, receptionists, others)				
5	Submission* hours of the IVAC per week Minimum working hours per week: 45 hrs excluding weekends with minimum 9 hrs per day. Minimum submission hours per week: 33 hrs including 6½ hrs per day.				
6	Total Turnaround time for submission (from the time of entry/token generation to the time of generation of payment receipt. (subject to a maximum of 60 minutes)				
7	Call Centres Call waiting times - not more than 8 minutes response period Efficient VOIP (Voice over Internet Protocol) or Toll free calls should be used. (First three minutes (at the minimum) should be toll free) after which only				

	normal charges should apply. Special higher call charges for Call Centres prohibited.				
8	<p>Quality of the website and Grievance Redressal Arrangement and Analysis. Quality of the website of the Service provider with appropriate certification. The information on services rendered, GOI fees, Service Fee, VAS and charges for Bank Commission should be indicated clearly. The website should be interactive with grievance redressal mechanism and ability to generate Reports as per requirement of the Mission. An efficient Management Information System (MIS) should be incorporated in the system. The complaint blog must be linked to the Mission's website. (presentation and content will be considered)</p>				
9	<p>Record of Past Performance with Mission/MEA/GOI [Marking under this head should take into account the past record of performance of the company, including a constructive and harmonious working relationship, number of instances where show-cause notices have been</p>				

	issued, reliability and faithfulness in implementing Mission's/Post's instructions, record of payment of penalties (which are not sub-judice), honest delivery of value-added services, etc.] Companies applying for the first time may be given a neutral evaluation for the purpose of ranking (5 marks) while the SPs with difficult record will be given a symbolic more than zero. The SPs with good record may be given marks between five and ten. .				
10	Quality of non-GOI client list and references received from them				
	Total Marks 100				

Total Marks : 100

***Qualifying mark (70%) : 70**

(marks under the 10 items will be fixed giving due weightage)

(Note:* to change for each market)

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

Please Note: Following (Mandatory) Proforma should be filled in by all bidders and should be enclosed with their technical bids:

i). Location of each of the 10 IVACs at 1. Kuala Lumpur 2. Klang 3. Johor Bahru 4. Penang 5. Ipoh 6. Melaka 7. Seremban 8. Kuantan 9. Kota Kinabalu, and; 10. Kuching:

ii) Area in Sq. feet and layout of each of the 10 IVACs:

ii) Is each IVAC conveniently accessibility by bus, metro/public transport etc. in the city, and if car parking for applicants available nearby:

iii) Please indicate proximity to the Mission/ Post in case of IVAC at Kuala Lumpur:

iv) Have city zoning regulations been followed for each of the IVACs: Yes/No

v) Number of submission counters in each of the IVACs and specifics of submission process with regard to easy and efficient submission system?

vi) Number of staff at each level and qualification (Manager, Supervisor, counter staff, security staff, data entry staff, receptionists, others) for each IVAC

vii) Proposed submission hours of the IVAC per week :

(Minimum working hours per week: 45 hrs excluding weekends with minimum 9 hrs per day. Minimum submission hours per week: 33 hrs including 6½ hrs per day):

viii) Total Turnaround time for submission (from the time of entry/token generation to the time of generation of payment receipt: Please explain how it will be ensured that turnaround time will not exceed 60 minutes.

(subject to a maximum of 60 minutes)

ix) Call Centres Call waiting times: Please list what equipment/formula/arrangement will be used to ensure that call waiting time is not more than 8 minutes?

x) Will there be provision of toll free calls? (or toll free call for first 3 minutes and normal call charges thereafter):

xi) Please indicate Quality and features of the proposed website and Grievance Redressal Arrangement and Analysis? In respect of quality of the website of the Service provider, please mention appropriate certification details. Will the website be interactive with grievance redressal mechanism and ability to generate Reports? An efficient Management Information System (MIS) should be incorporated in the system (please give details). The complaint blog must be linked to the vendor's website (give details). (presentation and content will be considered by the Mission):

x) Please list record of Past Performance with Missions/MEA/GOI together with relevant available documents/certificates:

xi) Please list non-GOI clients and enclose available relevant experience etc. certificates from clients :

Name, designation and signature of the

Authorised representative of the Company:

Date and Place:

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

We, -, the Bidding Company taking part in the Tender for outsourcing of Consular/Passport/Visa Services in Embassy/High Commission/ Consulate General of India--- certify as follows:

that,

- I a) We and our partner Company-(name) taking part in the present tender Process hereby declare that we are neither involved nor would in any manner involve ourselves in any anti-India activities, unlawful or illegal activities including in human trafficking, hawala, etc. It is also certified that we have not been convicted for, or involved in, bribery, corruption or fraud. If such information is found later, we are aware that we would become ineligible to take part in the tender process.
- b) It is also understood that if any such information comes to light during the contract period, the contract would be liable to be terminated immediately and all costs on such a termination will be borne by the Company.
- c) We have provided the Organizational profile of our Company for pre-verification purposes from the security angle on--(date) to Mission (Name.....). We understand that tender process is subject to pre-verification procedures and if we are not cleared under pre-verification procedures, we will not be eligible to take part in the tender process.
- d) If we take part in the tender process before the intimation of the result of pre-verification procedures, we undertake to abide by the outcome of the pre-verification procedures subsequently at any stage without any objection.
- e) We undertake to deploy key personnel and staff to IVACs, if the Contract is awarded, who will meet with the conditions stipulated in

sub clause (a) above. We also understand that the staff to be deployed in the IVACs shall be cleared from security angle by the Mission (Name). We undertake to change any member of staff so deployed, found to be unsuitable on any grounds such as inefficiency, indiscipline, security, quality of service etc., at the discretion of the Mission..

- II** We, undertake to comply fully and without any reservations with the scope of work and deliverables included in this RFP along with the provisions of Service Level Agreement if the contract is awarded. We also confirm our commitment to provide facilities in accordance with the spirit of best industry practices and standards.

- III** We fully understand the provisions of Annexure C, D and E and we shall abide by the same. We fully understand the procedures for selection and award of Contract and agree to the same.

- IV** We fully understand and accept the penalty and additional penalty clauses explained in the RFP and the consequences of not adherence to the same. We are fully committed to the provisions of the same and we have no objections in this regard.

- V** We fully understand that the Mission has the right to accept or reject any or all proposals or to annul the Bidding process, at any time, without assigning any reasons, prior to any Contract being awarded.

- VI** We certify that we have no subsidiary company that is taking part in the present tender process separately.

- VII** a) We understand that the proposal remains open for six months following the Closing Date of the RFP. It is also understood, that the award of Contract will be valid for a period up to six months from the date of issue of the award of Contract to complete various formalities prior to the signing of the Agreement.

- b) We fully understand that L1 will be decided on the basis of the lowest evaluated Bidder relying on the information provided in Annexure-C, which forms part of the Financial Bid. Bids evaluated by the Mission as commercially unviable by the Mission are liable to be rejected. In that event, only the remaining Bids will be considered to determine L1 and we have no objection to the same.
 - c) We have fully read, understood and complied with all the conditions stipulated in the RFP document.
- VIII We undertake, if awarded the Contract, to fully involve in the outsourcing work directly and do not entrust the entire work to the local partner on the basis of commission or any such arrangement. We fully understand that such an arrangement could lead to cancellation of the Contract, encashing of the Bank guarantee for premature termination of Contract and future ban in taking part in the tender process.
- IX We fully understand that the local Partner should meet with the Financial and Experience criteria stipulated in the RFP. We also understand that the concept of Sponsor (passive partner) not meeting the requirements of a local partner is not approved in the RFP and we have no objection to the same.
- X We undertake that we will not involve in corrupt practices to get favourable consideration during tender process or Contract period. We understand that any such action will lead to disqualification from the present tender process or cancellation of the existing Contract and ban from future tender processes
- XI The undersigned is authorized to sign the tender documents on behalf of -(name of Bidding Company). A copy of the Resolution of the Board of Directors in this regard is enclosed.

Signature with Name & Designation

(to be signed by CEO or equivalent rank)

Bidding Company: _____

Date: _____

BANK GUARANTEE

1. In consideration of the President of India, represented by Ministry of External Affairs, through Embassy/High ComMission/Consulate General of India, with the address..... (hereinafter called 'the Mission') having agreed under the terms and conditions of the Agreement datedmade between the Mission/Post and M/s.....(herein after called the said Service provider) with the address at -- for outsourcing of visa related services (hereafter called the Agreement) to production of an irrevocable Bank Guarantee for(in words) as security from the Service Provider for compliance of the said Service Provider's obligations in accordance with the terms and conditions in the said Agreement, We, _____, (hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of _____ [Service Provider(s)] do hereby undertake to pay to the Mission an amount not exceeding(in figure).....(in words) against any loss or damage caused to or suffered or would be caused to or suffered by the Mission by reason of any breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Mission stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Mission by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (in words)

3. We undertake to pay to the Mission any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s)/supplier(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Mission under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Mission certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We, _____ (indicate the name of bank) further agree with the Mission that the Mission shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Mission against the said Service Provider(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, act of omission on the part of the Mission or any indulgence by the Mission to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Supplier(s).

7. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Mission in writing.

8. The Guarantee shall be valid up to a period of six months after the expiry of the Contract, unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to(in words) and unless a claim in writing is lodged with us within six months from the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ (indicate the name of the Bank).

Signature
Name and Designation
Seal of the Bank