

**HIGH COMMISSION OF INDIA**  
**Colombo, Sri Lanka**  
Address: 36-38 Galle Road, Colombo-3

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**REQUEST FOR PROPOSAL (RFP)**  
**for the**  
**Outsourcing of CPV Services**

**at**

**High Commission of India, Colombo and its Consulates in  
Hambantota, Jaffna & Assistant High Commission in Kandy**

**Tender No. LKAC/Visa/2025-01**  
**Dated: 27 November 2025**

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## CHAPTER-I: REQUEST FOR PROPOSAL (RFP)

1. Bidding Companies are invited to submit a detailed Technical and Financial proposal for the delivery of Consular/Passport/Visa/OCI/Police Clearance Certificate(PCC)/Surrender Certificate (SC) /Global Entry Program (GEP) Verification/Miscellaneous Attestation related support services (hereinafter referred to as 'CPV Services') for the High Commission of India Colombo hereinafter referred to as 'Mission') & its Consulates in Jaffna, Hambantota & Assistant High Commission in Kandy, (hereinafter referred to as 'Posts') in accordance with this RFP. The proposal shall be valid for six months after the RFP closing date indicated in this RFP. The award of the Contract will be, as per provisions indicated in the succeeding paragraphs, on the L1 basis of Financial Bids in the two-tier tender process consisting of Technical Bids and Financial Bids.
2. The objective of this RFP is to select an appropriately qualified and adequately experienced company to act as the Service Provider (hereinafter referred to as SP), to enter into a contract with the High Commission of India, Colombo to provide CPV services at Mission & its Posts. The selected company should sign the Contract in the form of an Agreement, as per the Annexure-L, within 30 (Thirty) working days of the issue of Letter of Intent or within such time limit as may be specified by the Mission. The Agreement will be valid for a period of three years from the date of signing of the Agreement. Full services at the Indian Consular Application Centres (ICACs) shall commence within one month of the signing of the Agreement or earlier as may be specified by the Mission & Post. All the ICACs shall be opened simultaneously. Outsourcing operations may be started only after the Mission/Post convey in writing their satisfaction on the arrangements made by the SP. Any delay in starting the operations as per the schedule defined in Chapter XVI may lead to the cancellation of the Contract and forfeiture of the Bank Guarantee (BG)s as prescribed under Chapter XI: Service Level Metrics (SLA)/Penalties
3. The proposal of the bidding company will constitute an offer to enter into a contract with the Mission, 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 an Agreement. The Agreement inter alia will include provisions for the SP to adhere to all local laws applicable to the operation of the ICAC, including on employment of staff and their remuneration, banking operations, environment, safety, insurance, privacy, payment of local taxes, etc. Matters regarding dispute resolution between the SP and the Mission/Post are indicated in Chapter XII: Dispute Settlement Mechanism of the RFP. The Agreement will also include provisions regarding Force Majeure, unusual situations like the COVID-19 pandemic, or any other similar unprecedented emergency situation that may affect normal working conditions during which the SP would be required to provide minimum specified services as

per the requirement of the Mission/Post and as may be permissible under the applicable State laws, termination of Agreement and the consequences of termination. The Mission/Post reserves the right to terminate the Agreement if, during the review process, it is found by the Mission/Post that the services rendered by the SP did not meet the standards of quality and efficiency of the services expected of the SP as per the Agreement and RFP

4. In the event of implementation of a 'Visa-Free' regime mutually agreed to between the Government of India and the Government of (name of foreign country), the Mission & Post will not have any liability to compensate the SP. In the event of implementation of e-Tourist Visa Scheme or any other liberalized visa regime after the floating of the RFP or during the period of Agreement, the Government of India/Mission/Post will not, in any way be responsible and shall not have liability to compensate the SP.
5. In the event of the rollout of chip-enabled e-passport services by the Ministry, the SP shall be responsible for the enrolment and capture of ten-finger and facial biometric data of the applicants, as prescribed by the Indian Mission/Post. In that case the Mission & Post in coordination with GoI's National Informatics Centre (NIC), will provide necessary biometric capturing software for the purpose while the hardware shall be the responsibility of the SP as per the standards prescribed by NIC. No request/claim for any hardware and its installation would be entertained under any circumstances during the period of contract. Hence the rates should be quoted with these provisions in mind. The SP shall coordinate with the Mission/Post and NIC or any other agency authorized by the Ministry to put in place seamless procedures for this purpose.
6. If the tender results in attracting only one effective offer it shall be treated as a single tender enquiry situation and Mission will follow evaluation as per guidelines of General Financial Rules of Govt. of India, Central Vigilance Commission, New Delhi, and the Ministry.
7. The SP so identified on behalf of the Mission/Post shall have the responsibility for the following broad functions: -
  - i. Establish an online appointment system for distributing appointments to applicants wanting to avail CPV services.
  - ii. Operate Indian Consular Application Centres (ICAC) to collect and scrutinize Consular/Passport/Visa/OCI/PCC/Surrender Certificate/GEP Verification/Miscellaneous Attestation applications, (hereinafter referred to as Consular applications) as prescribed, along with supporting documents and fees from applicants. Include provision for applicants to upload necessary documents online, while seeking appointment and online payment of fees as

prescribed.

- iii. Submit the Consular applications and other related documents in original as well as in electronic format, at the Mission/Post on a daily basis by the quickest and safest means, and deposit the fees collected on behalf of Mission/Post the same day at the bank designated by the respective Mission/Post; If the fees could not be deposited in the designated Bank the same day on account of banking hours, it shall be deposited the next day in the first hour of opening of the Bank.
  - iv. Digitization/ Indexation of Consular applications form along with enclosures, capturing of biographic data and photographs, and transfer of data electronically to Mission/Post. This data duly indexed shall also be provided in CD/DVD or any other reliable storage format to the Mission/Post for efficient search and retrieval purposes.
  - v. Provision of Application Facilitating Services viz. photocopy, photographs, form filling and courier services to applicants submitting consular applications at the Indian Consular Application Centres (ICACs)
  - vi. In respect of Consular Applications, the SP shall create meta files and an attachment/sub-file for enclosures. This must be done in coordination with the Mission/Post(s), NIC, and GPSP team to install an appropriate procedure for search and retrieval purposes of Consular Applications as the case may be
  - vii. On-time collection of all required documents and passports from the Mission/Post(s) after the Consular applications have been processed or disposed of.
  - viii. Dispatch and return document(s)/passport/PCC/OCI/SC back to applicants via Courier, in a secure manner as per standards prescribed by the Mission/Post
  - ix. Maintenance of an information desk/service to answer enquiries over the telephone, e-mail, message, etc., and distribute printed instructions/guidelines, as the case may be; and maintenance of 24\*7 emergency calling assistance and grievance redressal registration mechanism; and
  - x. Scheduling of personal interviews of the applicants at the Consular Wing of the Mission/Post(s), if required.
8. The Mission/Post handled approximately **319807** no. of services/ transactions during the three years from Jan-2022 to Dec-2024 (equivalent to **370** transactions/services per working day, assuming **288** working days in a year.

Details are given below\*. This is only an estimate and there may be an increase or decrease in this number due to evolving demand and changes in policy, rules, and regulations of either the Government of India or the Government of Sri Lanka.

**Details of CPV Services provided by Mission /Post during the period Jan 2022 to Dec 2024**

| S.No | Services Provided               | Jan-Dec 2022 | Jan-Dec 2023 | Jan-Dec 2024 |
|------|---------------------------------|--------------|--------------|--------------|
| 1    | Passport                        | 1140         | 994          | 719          |
| 2    | Visa                            | 98746        | 106354       | 102752       |
| 3    | OCI                             | 2319         | 1477         | 832          |
| 4    | Miscellaneous Consular Services | 1324         | 1293         | 1857         |

9. The Mission wishes to engage a single SP to collect consular applications, with the applicable fees, along with prescribed documents for processing the applications as specified by the Mission/Post(s) from the applicant to be received in person as well as by electronic uploading/mail/courier on its behalf, deliver them to the Mission/Post and subsequently return the processed documents/passports to the applicants securely and expeditiously.
10. The SP shall establish **five** Indian Consular Application Centres (ICACs) for CPV Services as specified in Section 1(A) (xi) of Chapter VII under the jurisdiction of Mission/Post in Colombo, Kandy, Jaffna, Hambantota & Batticaloa, in well-connected commercial complexes with ample parking facilities for applicants, in prime locations. The SP shall at its own cost install CCTV at the ICAC premises with live feed to the Mission/Post for regular monitoring purposes.
11. The Mission & Post may need to increase or decrease the number of ICACs if deemed necessary, and accordingly, the SP shall be required to increase or decrease the number of ICACs at no additional expenditure/charge to be borne on such account by the Ministry/Mission/Post/applicants. SP should quote financial bid keeping in mind this aspect and SP shall not be allowed to charge any additional cost from anyone [neither from the applicant nor from Mission/Post/Ministry].
12. The SP shall provide courteous and efficient service at all times. The Mission/Post shall monitor the quality of service provided and impose necessary corrective measures on the SP in terms of their contractual obligations under the Agreement and the RFP.
13. The selected SP shall have to furnish all Bank Guarantees (BGs) of their own without the involvement in any manner of any third party, for the amount as indicated in this RFP.
14. The SP shall provide a transparent, efficient, simple, and accessible online appointment system for submitting consular applications. The SP should ensure and

facilitate the availability of appointment slots for submission within 05 (Five) working days, failing which a penalty as per provisions of the RFP shall be levied.

15. The SP shall enable the Mission/ Post to download regular reports related to appointments, walk-ins, turnaround time, fee collected, customer feedback or any other report prescribed by the Mission/ Post from its IT system, failing which a penalty as per provisions of the RFP shall be levied.

## CHAPTER- II: BIDDING SCHEDULE AND PROCESS

| <b>Tender No. LKAC/Visa/2025-01 Date: 27.11.2025</b>                  |                            |
|-----------------------------------------------------------------------|----------------------------|
| <b>IMPORTANT DATES-</b>                                               |                            |
| Release of Request for Proposal (RFP)                                 | 27.11.2025                 |
| Last date for Submission of Written Questions by Bidding Companies    | 05.12.2025                 |
| Last date for Submission of Organization Profile by Bidding Companies | 05.12.2025                 |
| Pre-Bid Conference                                                    | 09.12.2025                 |
| Response to written queries& queries raised in the pre-bid conference | 11.12.2025                 |
| Issue of Corrigendum, if any                                          | 12.12.2025                 |
| Last Date for Submission of Bids                                      | 26.12.2025 (Time- 1500 LT) |
| Date of opening of the Technical Bids                                 | 26.12.2025 (Time -1630 LT) |
| *Technical Bid Presentation by bidders                                | 30.12.2025                 |
| *Announcement of results of Technical Bids                            | 02.01.2026                 |
| *Date of opening the Financial Bids                                   | 05.01.2026                 |
| *Award of Contract                                                    | 10.01.2026 (Tentative)     |

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

- (i) The proceedings of the Pre-bid conference, opening of technical bid, the opening of financial bid, etc. shall be video recorded.
- (ii) Queries from bidding companies and the Mission's response: All queries from the Bidding Companies relating to this RFP must be submitted by email only exclusively to the email id: [admn3.colombo@mea.gov.in](mailto:admn3.colombo@mea.gov.in). The queries must be in an attached file in Word format only. The Mission will endeavour to provide answers to all questions raised by the Bidding companies. However, the Mission will not correspond with the Bidding companies directly in this regard. A gist of all the questions from different bidding companies and responses for the same will be uploaded to the Mission's website without indicating the name of the enquiring companies. All email communications by Bidding companies to the Mission should be addressed to email id: [admn3.colombo@mea.gov.in](mailto:admn3.colombo@mea.gov.in) only. It is the responsibility of the bidding companies to monitor the website regularly for all the information pertaining to the tender process.
- (ii) Supplementary Information to the RFP: If the Mission deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information will be made available on the Mission's website. Any such supplement shall be deemed to be incorporated by this reference into this RFP. It is the



responsibility of the bidding companies to constantly monitor the website of the Mission for any latest information.

- (iv) Conduct during Tender Process: Any attempts by bidding companies to disrupt the integrity of the tender process will result in the disqualification of such companies from the tender process including a ban on participation in future tenders of the Mission. The bidding companies should not contact officials of the Mission/Ministry during the tender process and any queries must be through email only addressed to: Head of Chancery, High Commission of India, 36-38 Galle Road, Colombo-03 at email ID: [admn3.colombo@mea.gov.in](mailto:admn3.colombo@mea.gov.in)

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### CHAPTER III: INSTRUCTIONS TO BIDDERS

- (i) The Bidding Company must carefully read and go through the entire RFP
- (ii) The bidding companies must provide all the information sought in the Request for Proposal (RFP) clearly and without any ambiguity and in the same order as the RFP. The Technical Bids are liable to be rejected if all the information sought in the RFP is not clearly and adequately provided. The decision of the Mission in this regard shall be final and binding.
- (iii) The Organization profile (Annex-C) in soft copy, as required in Chapter IV, must be sent to the Mission at [admn3.colombo@mea.gov.in](mailto:admn3.colombo@mea.gov.in), within the timeline given under Chapter II of this RFP, for onward transmission to the Ministry of External Affairs, New Delhi. Bidding companies not cleared from the security angle as decided by the Ministry of External Affairs, New Delhi, will not be eligible for award of contract. Bidding companies that do not submit their Organisation Profile in the prescribed format within the timeline specified in Chapter-II of the RFP will not be eligible to participate in the tender.
- (iv) For this RFP, the term 'Bidding Company' should be taken to also include joint ventures of a maximum of two companies
- (v) In case the Bidding Company decides to bid with a local Partner, the Organization Profile should be submitted of that local Partner company. The details of the partnership arrangement proposed should also be provided. The requirements of the local partner and Joint Venture (JV) are provided in Chapter VI: JOINT VENTURE/CONSORTIUM.
- (vi) Bidding companies having outstanding penalties levied by the Indian Mission/Post as per the provisions of the Agreement payable to Missions/Post/MEA, shall not be considered.
- (vii) 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.
- (viii) If any bidder's services have been terminated in the last 5 years by MEA/Mission/Post for being unsatisfactory, not fulfilling contractual obligations, or for some other reasons, the concerned bidder shall be disqualified.
- (ix) Bidding Companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the Mission. All material supplied to the Mission in relation to the Bidding Company's proposal becomes the property of the Mission and may not be returned to the Bidding

Company unless requested in writing beforehand and agreed to by the Mission.

- (x) Companies/Firms registered outside India are eligible to participate in the bidding process.
- (xi) The bidding company must deposit the Bid Security Deposit (EMD) and the requisite Bank Guarantees (BGs) mentioned in this RFP on its own without the involvement of any third party in any manner. The Bidding Company can also submit the Bid Security and Performance Security in the form of Insurance Surety Bonds (ISBs).
- (xii) Earnest Money Deposit (EMD) and other Bank Guarantees (BGs) as mentioned in this RFP can be furnished through SWIFT (including e-Bank Guarantee), as per Annexures-G and H, as per prevailing instructions of the GoI. Bank Guarantees (BGs) issued by a nationalised bank in India/any of the Commercial Banks or Schedule-A Private Sector banks that are listed on NSE/BSE or any foreign bank scheduled/accredited by the Central Bank of that country are acceptable. Registered micro and small enterprises (MSEs) (as defined by the Ministry of Micro and Small Enterprises, GoI) are exempt from furnishing Earnest Money Deposit (EMD)
- (xiii) The offers/bids must be sent in separate sealed covers superscribed in bold letters: 'Outsourcing of CPV services at the High Commission of India, Colombo, (separate envelopes for 'Technical Bid', 'Financial Bid', 'EMD' amount and the CD/DVD must be placed in a secure larger envelope/box) addressed to the Head of Chancery, High Commission of India, 36-38 Galle Road, Colombo-03 so as to reach the Mission latest by 1500 hrs. (LT)] on 26.12.2025. All the Technical Bids shall be opened simultaneously at 16: 30. hrs. (LT) on the same day ie. 26.12.25. (The decision of the High Commission of India, Colombo on the pre-verification of the bidders shall be final.)
- (xiv) The following guidelines shall be applicable in respect of this RFP:
  - a. Mission/Post reserves the right to reject any bid on the basis of security considerations at any stage in the tender process.
  - b. Mission/Post will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'Confidential'. However, the Mission subject to the Right to Information (RTI) Act 2005 of the Government of India (GoI), may be required to release information supplied in this RFP in accordance with the provisions of that Act or by an Order of the Courts in India.
  - c. Bidding companies not obtaining 70% marks in the evaluation of Technical Bid (Annex-J) will not be considered for the Financial Bid stage.
  - d. Bidding companies not fulfilling the Mandatory Eligibility Criteria (Annex-D)

shall be disqualified.

e. The Mission/Post will not be liable to contract and tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss or cost (including legal and lawyer/client costs) to the Bidding companies or other persons in respect of this RFP.

f. If a dispute arises out of or in connection with the Agreement arising from this RFP, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to resolve the same as per the provisions of Chapter XII: Dispute Settlement mechanism, amicably.

g. Any dispute between the SP and the local partner is the responsibility of the Service Provider only and shall be settled accordingly and the Mission shall not be responsible for the same in any manner. However, in case of any problem arising out of such dispute affecting the outsourcing of CPV services, the Service Provider shall be responsible in accordance with the provisions of Chapter XI: Service Level Penalties of this RFP.

h. While submitting a proposal in response to RFP, the Bidding Company will be deemed to have understood this RFP along with Annexes A-L and to have obtained all requisite information and ascertained the veracity of any information to be relied upon, as may be necessary to prepare the proposal and for any subsequent negotiation with the Mission.

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

j. The Bidding Company is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of the proposal, in providing any additional information required by the Mission to facilitate the evaluation process.

k. The Mission/Post reserves the right to accept or reject any or all Proposal(s) and to annul the bidding process, at any time, thereby rejecting all proposals, prior to the award of the Contract/any Agreement being signed, without assigning any reasons.

l. The Mission/Post reserves the right to amend the RFP and or its enclosures at

any time prior to the deadline for receipt of bids. Any such amendment will be numbered, dated, and issued by the Mission and will be intimated to the Bidding Companies by Email and also uploaded on the websites of the Mission. In such circumstances, the Mission may, at its discretion, extend the deadline for receipt of bids.

m. The Mission/Post shall arrange a Pre-bid Conference about the bidding process, about 15-20 days before the last date for submission of bids. This is to enable the Bidding Companies to prepare the proposals with full knowledge of the requirements of the Mission as given in the RFP and seek clarifications if any regarding requirements in the RFP and for the Mission to assess the capabilities of the Service Provider.

n. Bidders are required to make a Presentation at the time of evaluation of Technical Bids as per the date and time fixed by the Mission/Post. The Presentation should precisely describe how the bidder will provide for each of the main requirements indicated under 'Scope of Work and Deliverables Required' (including operational systems & infrastructures and Application Facilitating Services) and capacity for flexibility in service provision e.g. a sudden increase in demand, the details on the proposals for managing risks and contingencies, the Quality of the website and Grievance Redressal Mechanism. The Bidding Company should give precise information as to how it will ensure that a high-quality Service will be maintained and how the performance targets will be met. Details of the resources expected to be used, the number of counters to be maintained and the number of staff to be employed on each counter for providing the CPV Services. All provisions in the Technical Bid Evaluation Proforma (Part-III of Annexure-J) should be clearly explained in the Presentation. A step-by-step Plan for ICAC rollout must be presented. Any additional information that the Bidding Company thinks would be useful in support of its proposal should be spelt out in its Plan.

- (xv) Inducements: Any act by the bidder which tantamount to offering an inducement or threat of any kind to the officers of the Mission/Ministry in relation to obtaining or in connection with this or any other contract with the Mission/Ministry will disqualify that bidder from being considered for the tender process and/or may result in a ban on the bidder from participating in the future bids in all Mission/Ministry
- (xvi) The Bidding Company/SP shall not offer, give or agree to give, directly or indirectly, to any person in the Mission/Ministry any gift or consideration as an inducement or reward for doing or refraining to do any act in relation to or in connection with the obtaining this Contract or performance of this Agreement or any other Contract with the Missions in connection with the award of Contract or performance of the Agreement. The bidding company/SP also shall not resort to any act of threat, promise, inducement, or intimidation against the officers of the Mission/Ministry for not agreeing to any particular request/demand either during

the tender process or during the period of the Agreements.

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

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

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

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

- a. The Mission will not pay for the services rendered by the SP. The SP will charge a Service Fee equal to the contract price per application, denominated in **Sri Lankan Rupees** (SLR), from the applicant. There shall be a single Service Fee for all types of CPV applications and the Service fee per application should be quoted, as per the Financial Bid format (**Annex-K**) and shall be inclusive of all local taxes (VAT/GST, etc.) as applicable in Sri Lanka. It is the responsibility of the SP to pay applicable taxes to the concerned Governmental authorities.
- b. SP may make a provision in the Service Fee quoted for the purposes of sanitization/safety-related expenses as are mandatory during pandemic conditions or any other charges as per requirements of the Local Government. No separate charges for this purpose will be allowed.
- c. During the tenure of the contract, there shall be NO revision in the Service fee. Hence, the rates should be quoted with this provision in mind.
- d. The prospective bidders are expected to be aware of the Government of India's policy of visa liberalization, Passport, OCI, and E-visa Scheme. The government of India reserves the right to further liberalize the visa regime. There shall be no compensation against any such instance when the number of consular applications gets reduced in the country and one or all ICACs are bound to be closed or relocated due to any unforeseen circumstances/situation.

## CHAPTER IV: PRE-VERIFICATION

- i) Bidding Company is requested to fill up the Organisational Profile (Annexure-C) appended at the end of this RFP and send it to the Mission at [admn3.colombo@mea.gov.in](mailto:admn3.colombo@mea.gov.in) within the timeline mentioned in the chapter-II of this RFP for security verification purposes. The details should be sent only electronically to the High Commission of India, Colombo. In case the Bidding Company decides to bid with a local Partner, the Organisational Profile should be submitted for that company too. The details of the partnership arrangement proposed should also be provided.
- ii) If during the tender process, any adverse report on account of security or involvement of the Bidding Company in illegal or unlawful activity or pending criminal investigation/charges against the bidding company comes to the notice of the Mission, the Bidding Company shall be disqualified from the tender process without assigning any reason.
- iii) If such information comes to the notice of the Mission after the contract is awarded and the Agreement is signed, the Agreement shall liable to be terminated. If such information is not disclosed by the SP/Bidding Company during the tender process, the SP shall be debarred from taking part in any tenders floated by the Ministry/Missions/Post abroad and shall also be liable for any other consequences in accordance with the RFP.

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## CHAPTER V: MANDATORY ELIGIBILITY CRITERIA

1. The bidder must meet the following mandatory conditions:
  - (i) The Bidding Company must have sound financial credentials of their own without the involvement or help from a third party in the form of financial resources such as subsidies and must also have at least 3 (three) years' experience during the last five-year period(Jan-2020-Dec 2024),in operating a Centre for CPV services on behalf of a Diplomatic Mission of the Government of India or any other foreign Government dealing with at least an average 100 applications per working day. Verifiable details of the experience of operating such centres must be provided

Or

5 (five) years' experience in e-governance projects/IT-related projects of the Government of India, which requires public dealing, having a minimum average of 100 applications per working day during the last five-year period(Jan 2020 -Dec 2024). Verifiable details of such experience must be provided.

Or

10 (Ten) years' experience in the tourism travel industry, which has arranged tours for at least 150,000 travelers during the last three years (Jan 2022 to Dec 2024).Details of all such tours arranged should be provided. Verifiable details of such experience must be provided.

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

- (ii) The Bidding Company must have a minimum net worth equivalent to US\$5million. The Bidding Company must submit audited balance sheets and income statements for the last three years to demonstrate its net worth, its current financial soundness, and its ability to successfully undertake the project. In addition, a certificate from a recognized external audit agency regarding the financial soundness of the Company and its ability to provide Bank Guarantees in respect of the services undertaken with the Mission must be submitted. In case the bidding entity is a joint venture, information must be provided for both the partners of the joint venture.
  - (iii) The average annual turnover of the Bidding Company during the three-year period(Jan 2021-Dec 2024)must be at least US\$ 5,00,000,excluding any subsidy



or financial help in any manner received from the local govt. or entity or organization, or NGO. The Bidding Company shall provide audited information certified by an external auditing agency to substantiate the claim of its turnover. In the case of joint ventures, information must be provided for both the partners of the joint venture and a copy of their joint venture agreement.

- (iv) The Bidding Company must certify that the company and its subsidiaries are not involved in any unlawful or illegal activity, including but not limited to corruption, money laundering, human trafficking, anti-Indian activities, tax evasion, financial fraud, corporate malpractices, etc. The bidder must certify that it has no outstanding criminal or civil liabilities in Sri Lanka, India or elsewhere and provide information on any previous and current law enforcement cases or any other legal cases against them.
- (v) The Bidding Company must provide a list of all the cases, criminal as well as civil, in the past five years against the company and their outcome as well as present cases pending litigation in Indian and foreign courts pertaining to services based on which the bidding company claims to become eligible to take part in the present tender process.
- (vi) The Bidding Company must provide the details of any notices received as well as penalties imposed on it in the last 10 years while handling the consular work of any Indian Missions/Post(s) abroad. The details of penalties paid shall also be provided.
- (vii) The Bidding Company must certify that the key personnel proposed for ICAC have not been convicted of any criminal offenses including on charges of money laundering, bribery, corruption, or fraud.
- (viii) The Bidding Company must provide documentation to show that it has personnel of adequate qualifications for key positions in the ICAC. The details of the proposed key personnel and their experience record must be provided.
- (ix) The Bidding Company must certify that it has not been involved in any criminal case including money laundering, bribery, corruption, fraud, or tax evasion.
- (x) The Bidding Company must provide certification that its operations are compliant with local labour laws and the relevant tax regime and shall continue to be compliant with such regime.
- (xi) The Bidding Company must have ISO-9001-2008 (or equivalent) certification for quality management and ISO-27001-2013 (or equivalent) certification for IT-related services and ISO 23026-2015 (or equivalent) for website quality certification at the time of submitting Technical and Financial Bids.

- (xii) The Bidding Company must deposit a Bid Security Deposit (EMD) for SLR 548,500 (approximately @5% of the tender value) in the form of Bank Guarantees (BGs) drawn in favour of **High Commission of India, Colombo** (as per Proforma at Annexure-H). [Tender value is the average annual service fee of the last three-year period, multiplied by the total period of the contract (ie. three years). The EMD should be valid for 45 days beyond the final bid validity period [i.e. last date of bid submission + six months + forty-five days]. The EMD of unsuccessful bidders will be returned within 30 days of the announcement of the results of Technical Bids, except in the case of the selected bidding company whose Earnest Money Deposit (EMD) deposit shall be retained till it has provided Bank Guarantees (BGs) as indicated under Chapter X: Bank Guarantees (BGs) of this document.
- (xiii) Bid Security Deposit (EMD) and other Bank Guarantees (BGs) can be furnished in the form of BGs through SWIFT (including e-Bank Guarantee) in favour of the High Commission of India, Colombo, (Annexure-G and H). BGs issued by a nationalized bank in India/any of the Commercial banks or Schedule-A Private Sector banks that are listed on NSE/BSE or any foreign bank of repute are acceptable. According public procurement policy of Gol, registered Micro and Small Enterprises (MSEs) (as defined by the Ministry of Micro and Small Enterprises, Gol) are exempt from payment of Bid Security Deposit (EMD). The Bidding company should submit the amounts on its own without any involvement of any third party. The Bidding Company can also submit the Bid Security and Performance Security in the form of Insurance Surety Bonds (ISBs).Any BG provided by a third party on its behalf is not acceptable.
- (xiv) The Bidding Company should confirm that they have the capacity to handle higher volumes of consular applications as per the requirements of the Mission and Post.
- (xv) The Bidding Company must give its response to all items in Annexure-D.
- (xvi) The Bidding Company and in case of a Joint Venture, each partner company, shall disclose its share-holding financial interest in any other company entity providing/handling citizen-centric services across the globe, including, but not limited to visa, passport, attestation, travel or any other citizen-centric services.
- (xvii) The Bidding Company must provide all required information/documents specifically required as per RFP and the same must be submitted along with the Technical/Financial bids. In the absence of the information/documents as mandatorily required in RFP, the Technical/Financial bids submitted by the Bidding Company shall be liable to be summarily rejected. No further/subsequent information or document shall be entertained after the closing date of the submission of bids/tender.

## CHAPTER VI: JOINT VENTURE / CONSORTIUM

1. The Bidding Company must comply with the following additional/technical eligibility requirements:
  - (a) Joint Venture (JV): If the Bidding Company proposes to implement the project in collaboration with a local business partner, the type of JV, including a copy of the Agreement, must be provided. The maximum number of partners in JV should not be more than two and the lead member of the JV/consortium should meet at least 75% and other member should meet at least 50% of criteria of Annual Turnover and Net Worth criteria as mentioned in paras 1 (ii) and (iii) in Chapter V: Mandatory Eligibility Criteria. The lead member should also meet the conditions mentioned in para 1(i) in Chapter V: Mandatory Eligibility Criteria. A change in partner will not be approved after the closure of the tender or during the period of the Agreement. However, in special circumstances, the Mission 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 of Joint Venture is not approved by the Mission, the Service Provider should work either with the previous Joint Venture partner or independently. No member of the consortium should have incurred losses during the past two-years (ie.2023 and 2024)
  - (b) A local partner, in a JV, is a company which has been working in the said country for at least three years and is registered as a Company as per the local laws. Any company which has been registered only for the purpose of taking part in the present tender process, will not be eligible for consideration as a local partner.
  - (c) A Joint Venture Company is a company as defined/understood under the Companies Act 2013 or local laws. Wherever a dispute arises or clarification is required, the provisions of the Companies Act 2013 will be relied upon, unless specifically elaborated in the RFP document or any other tender documents related to the outsourcing of CPV services.
  - (d) The Bidding Company and its subsidiaries are not allowed to bid separately for the same tender. A declaration/certificate to this effect must be given by the Bidding Company.
  - (e) The concept of 'Sponsor' (Passive partner) is not acceptable unless the sponsor also qualifies as per criteria laid down for a local partner.
  - (f) The Lead Member of JV should be directly involved in providing outsourcing services and should not leave it to the member of JV on a royalty or commission basis or any other such arrangement. If such an arrangement is noticed, the Mission has the right to terminate the Contract, encash the Bank Guarantee (BG) for premature termination of the Contract and impose a future ban against taking part in the tender process.

## CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED

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

### A. Dealing with Applicants and Documents

- (i) The SP is required to create and maintain a website providing information to the general public about all consular services provided by the SP through Mission / Post in Colombo, **Kandy, Jaffna, and Hambantota**. The website shall be created by SP only after due approval from the Mission. The modification of content on the website is to be done only with the approval of the Mission.
- (ii) The website shall provide all the information and guidelines for the submission of different types of application forms for availing of CPV services. It shall include web links of the Government of India for submission of online application forms, online uploading of documents, online payment of fees as applicable checklists for submission of application forms, basic information, and a list of Frequently Asked Questions (FAQs) about each consular service outsourced to SP.
- (iii) The website shall clearly display steps for submission of applications for different types of CPV services in the text as well as in graphics for better understanding of the applicants. This may include all the steps beginning with the enrolment/registration to the final submission of the application at the Indian Consular Application Center (ICAC).
- (iv) The website should also clearly, prominently, and separately display the details of the Government of India fee for the services and the Indian Community Welfare Fund (ICWF) fee (both of them known as GOI fees) besides the Service Fee of the Service Provider and shall also provide a total fee needed to be paid as per the service chosen by the applicant through a fee calculator
- (v) The SP shall not capture any passive data/information from the applicant on/through its website.
- (vi) The website shall offer ease of navigation with complete adherence and compliance to W3C (World Wide Web Consortium) standards.
- (vii) The website shall be compatible for proper display on mobile devices.
- (viii) The website of the SP should have a separate menu, 'About us' which should have details of the outsourcing company such as the establishment of the company, vision document, names of the top executives with their profiles, details of the executives in charge of the present operations in the country concerned along with contact numbers, email address etc. It should also contain details of the Holding

Company, if any.

- (ix) The website shall not be used to display any information not directly related to outsourcing operations, including but not limited to promotions, campaigns, advertisements etc.
- (x) **Service Dashboard:** To enable the Mission/Post(s) to monitor the application process, the SP shall create a dashboard providing an updated status of all applications received. The dashboard will display the status of every application at its current stage starting from submission of the application, to all stages of processing till final delivery of the service to the applicant, details of all applications and fees paid by each applicant. The Mission/Post shall have real-time access to this dashboard for effective monitoring of ICACs.
- (xi) **Indian Consular Application Center (ICAC):**

a) The SP is required to set up a new Indian Consular Application Center (ICAC) in prominent locations as specified in the following table under the jurisdiction of Mission/Post, in well-connected commercial complexes with ample parking facilities for applicants. The proposed locations for the ICACs should have an area of minimum office space as specified in the table below sufficient for Reception desk/counters/workstation/walk-in applicants, seating of waiting people, space for smooth movement of incoming and outgoing visitors, separate exit/entry to ensure smooth flow of people, etc. At all times SP shall facilitate the availability of appointment slots for submission of application within **FIVE** working days. The SP shall maintain a turnaround time of 30 minutes for each application processed at the ICAC. The High Commission of India, Colombo / CGIs in Hambantota and Jaffna and Assistant High Commission in Kandy, may need to increase or decrease the number of ICACs if deemed necessary, and the SP shall be required to increase or decrease the number of ICACs at no additional expenditure/charge to be borne on such account by GoI/Mission/Post/applicants:

| Sl No . | Location of ICAC | Minimum No. of Counters        | Minimum Area of ICAC in Sq Ft | Minimum Staff Required                                                                                                                                                   | Remarks                                                                  |
|---------|------------------|--------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 1       | Colombo          | 7 (6 submission + 1 reception) | 4000                          | <b>16 Nos.</b><br>(6 Front Desk Operators, 1 Country Manager, 1 Supervisor, 1 Reception/Information Desk, 2 Staff for Application Facilitation Services, 1 IT handler, 2 | OSP shall provide space for Mission's officials for attestation or other |

|    |            |                                |      |                                                                                                                                                                                                  |                                   |
|----|------------|--------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
|    |            |                                |      | Security personnel, 2 Staff at Colombo High Commission)                                                                                                                                          | work as specified by the Mission. |
| 2. | Kandy      | 5 (4 submission + 1 reception) | 3000 | <b>10 Nos.</b> (4 Front Desk Operators, 1 Supervisor, 1 Reception/Information Desk, 1 Staff for Application Facilitating Services, 1 IT handler, 1 Security personnel, 1 Staff at AHCI Kandy)    | “                                 |
| 3  | Jaffna     | 3 (2 submission + 1 reception) | 2000 | <b>08 Nos.</b> (2 Front Desk Operator, 1 Supervisor, 1 Reception/Information desk, 1 IT handler, 1 Staff for Application Facilitating Services, 1 Security Personnel, 1 Staff at CGI Jaffna)     | “                                 |
| 4  | Hambantota | 3 (2 submission + 1 reception) | 2000 | <b>08 Nos.</b> (2 Front Desk Operator, 1 Supervisor, 1 Reception/Information desk, 1 IT handler, 1 Staff for Application Facilitating Services, 1 Security Personnel, 1 Staff at CGI Hambantota) | “                                 |
| 5  | Batticaloa | 3 (2 submission + 1 reception) | 2000 | <b>08 Nos.</b> (2 Front Desk Operator, 1 Supervisor, 1 Reception/Information desk, 1 IT handler, 1 Staff for Application Facilitating Services, 1 Security Personnel, 1 Staff at Batticaloa)     | “                                 |

b) Apart from the minimum staff strength mentioned in the above table, The SP shall also provide a minimum of **2 staff** to facilitate the back end coordination and to ensure the smooth functioning of ICACs. Failure of SP to provide the requisite counters and staff at ICACs as prescribed above will lead to penalty as

prescribed under Chapter XI of the RFP.

- c) The SP shall operate, on a regular basis, an exclusive submission counter each at the Mission **in Colombo** and Posts **in Kandy, Hambantota and Jaffna** with adequate number of staff, for processing the applications of special cases, as decided by the Mission/Post. The SP should quote financial bid keeping in mind this aspect and the SP will not be allowed to charge any additional cost other than the Service Fee quoted in its financial bid, from anyone [either from the applicant or Mission/Post].
- (xii) The Indian Consular Application Centre (ICAC) should display prominently the details of CPV services offered along with the fee schedule, including services fees of SP.
- (xiii) All terms and conditions of payment of fees, refund, and cancellation requests of any service are to be displayed prominently in the public area of ICAC.
- (xiv) The details of the grievance redressal mechanism shall be finalized in consultation with the Mission/Post and shall also be displayed in the public area of ICAC.
- (xv) All the contact details (phone numbers, email ids, etc.) of SP related to the delivery of consular services must be prominently displayed in the public area of ICAC.
- (xvi) The SP shall, in the ICAC, display the details of the service level matrix along with penalties as provided in Chapter XI of the RFP
- (xvii) A monthly compliance report of all the above items with respect to ICAC must be sent to the Missions/Post, with pictures depicting such displays.

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

- (i) The SP is required to accept applications for the following services:
- (a) Passport
  - (b) Visa
  - (c) OCI
  - (d) PCC
  - (e) Surrender Certificate
  - (f) Misc. consular Services viz., Certificate of Birth
  - (g) Attestation Services(Guidelines for attestation of documents are provided at Annexure-I of this RFP)
  - h) Any other service prescribed by the Mission.

- (ii) The SP shall compile uniform checklists for each of the consular services applicable at all ICACs in **Sri Lanka** in consultation with the Mission and Post(s). This checklist must be enclosed with all the applications on top of the application. All the applications must be received/processed with the prescribed guidelines in the checklist.
- (iii) The Service Provider shall accept consular applications, together with, fee, including Indian Community Welfare Fund (ICWF), the Service Provider's service fee, and supporting documents as prescribed by the Mission/Post from the applicant as approved by the Mission.
- (iv) The SP shall be responsible for the correctness of the factual information in the application form and for matching with the identity of the applicant as per the details in the Passport, address proof, and other documents of the application.
- (v) Submission of applications: Applications may be submitted at ICAC, in person /through a representative, or by postal means.
- (vi) **Application received in person /through a representative:** Upon receipt of the application, the SP should:
  - (a) scrutinize each column of the application to ensure that the application is filled correctly;
  - (b) tally the documents enclosed with the application with the prescribed documents;
  - (c) ensure the availability of the prescribed fee;
  - (d) The application, complete in all respects, shall be accepted by SP and a payment receipt issued to the applicant as prescribed in sub-para-D below [CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED: sub-para-D. Issue of bar-coded receipt for applicants. A second copy of the same payment receipt is to be attached to the application. All complete applications may be forwarded to the Mission/Post on the same day or latest by the next working day after necessary processing and entries in the Service Portal at SP's office.
  - (e) The SP shall verify such original documents enclosed with the application which are not required to be sent to Mission/Post(s). A certification marking on the photocopy of the original document "Original Seen and Returned" / "OSR" is to be made by the Service Provider's official followed by signature and date. After verification, the original document may be returned to the applicant on the counter itself, except in those cases the Mission/Post(s) has asked for the same.
  - (f) In case of any deficiency in the application, the applicant should be informed, as appropriate, through email, SMS, status tracking portal, etc., on the same day the application has been examined with details of the deficiency and action to be taken by the applicant for completion of the application. Such



incomplete applications may be retained by SP for a period of twenty-one working days to enable corrections and rectification by applicants. Once the deficiencies have been rectified, the Service Provider should submit the completed documents to Mission/Post at the latest within ten working days, failing which a penalty as per the provisions of the RFP shall be levied. If, however, there has been no response received from the applicant or the deficiencies have not been rectified within the prescribed period of 21 days, the Service Provider should return the incomplete documents to the applicant along with refund of the Gol fees after deducting bank/agency charges, if any, within one month. The charges for returning the applications, if not collected in person, should be borne by the applicant. The service fee and charges can be retained by SP in full and are non-refundable. In case of undue delay in refund, a penalty as per the provisions of the RFP shall be imposed. Cases for which a refund could not be made due to local laws or tax laws, etc. shall be exempted.

- (g) The status of the incomplete applications, inter alia, pointing out any deficiencies, shall be updated in the portal's tracking system at all stages. A consolidated list of all incomplete applications should be shared with the Missions/Post on a monthly basis, failing which a penalty as per the provisions of the RFP shall be levied.
  
- (vii) **Postal applications:** The applications received by Post/ Courier should be registered/brought into the main system on the same day of receipt at SP's office. The SP should:
  - (a) scrutinize each column of the application to ensure that the application is filled correctly;
  - (b) tally the documents enclosed with the application with the prescribed documents;
  - (c) ensure availability of prescribed fee;
  - (d) The application, complete in all respects, shall be processed by SP and a payment receipt issued to the applicant as prescribed in sub-para-D below [CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED: sub-para-D. Issue of bar-coded receipt for applicants. A second copy of the same payment receipt is to be attached to the application. The application may be forwarded to the Mission/Post on the same day or the next working day after necessary processing and entries in the Service Portal at SP's office.
  - (e) The SP shall verify such original documents enclosed with the application that are not required to be sent to Mission/Post(s). A certification marking on the photocopy of the original document "Original Seen and Returned"/"OSR" is to be made by the Service Provider's official followed by signature and date. After verification, the original document is to be retained by the Service Provider at ICAC and to be returned to the applicant, except in those cases where the Mission/Post(s) has asked for the same.
  - (f) In case of any deficiency in the application, the applicant should be informed,

as appropriate, through email, SMS, status tracking portal, etc., on the same day the application has been examined with details of the deficiency and action to be taken by the applicant for completion of the application. Such incomplete applications may be retained by SP for a period of twenty-one working days to enable corrections and rectification by applicants. Once the deficiencies have been rectified, the Service Provider should submit the completed documents to Mission/Post at the latest within a period of ten working days, failing which a penalty as per provisions of the RFP shall be levied. If, however, there has been no response received from the applicant or the deficiencies have not been rectified within the prescribed period of 21 days, the Service Provider should return the incomplete documents to the applicant along with refund of the Gol fees after deducting bank/agency charges, if any, within one month. The charges for returning the applications, if not collected in person, should be borne by the applicant. The service fee can be retained by SP in full and is non-refundable. In case of undue delay in refund, a penalty as per the provisions of the RFP shall be imposed. Cases for which a refund could not be made due to local laws or tax laws, etc. shall be exempted.

- (g) The status of the incomplete applications, inter alia, pointing out any deficiencies, shall be updated in the portal's tracking system at all stages. A consolidated list of all incomplete applications should be shared with the Missions/Post on a monthly basis, failing which a penalty as per the provisions of the RFP shall be levied.
- (viii) The SP should mandatorily provide 4 SMS updates, at no additional cost/charge to applicants, for applications received in person at ICAC, as also for Postal/ courier applications i) Receipt of application in the ICAC, ii). Dispatch of documents to the Mission, iii) Receipt of documents in the ICAC from the Mission and iv. Intimation of dispatch to the applicant by Post/courier. All this information should also be uploaded to the website tracking system on a real-time basis.
- (ix) Whenever the Mission/Post requires any applicant to come for an interview, the SP should coordinate with the applicant for the same.
- (x) **Appointment System:**
  - a) The SP shall provide a transparent, efficient, simple and accessible online appointment system for submission of the consular applications. The SP should ensure and facilitate the availability of appointment slots for submission within 05 (Five) working days. Delays in appointments will invite penalties as explained under Chapter XI: Service Level Metrics/penalty.
  - b) The SP shall also maintain a maximum turnaround time of 30 minutes for any applicant from token generation to acceptance of application and payment at the counter of ICAC. SP should quote a financial bid keeping in mind this

- aspect and SP will not be allowed to charge any additional cost either from applicants or Mission/Post/Ministry.
- c) The SP shall build an online-based dynamic appointment system for fixing appointments. Appointments shall be linked to a single mobile phone/email ID. Only a maximum of four persons (for family members) can be accepted from a single mobile phone/email ID to restrict bulk booking of appointments.
  - d) The online appointment system shall have the following:
    - i. A user-friendly booking page.
    - ii. Anti-fraud/fudging, including features to avoid bulk booking except for families.
    - iii. Automatic notification, delay alerts and reminders through e-mail and SMS
    - iv. Integrated with the Smart Queue Management system and digital CSAT at the ICAC.
    - v. A detailed confirmation e-mail with barcode/QR code upon successful booking of appointment.
    - vi. Easy canceling and rescheduling of appointments.
    - vii. Different services booking by an applicant.
    - viii. 24 hours and 7 days availability.
  - e) The SP should provide login credentials of the appointment system to the Mission/Post for the live monitoring of online appointments, failing which a penalty as per provisions of the RFP shall be levied.
  - f) The SP shall provide Walk-in facility for the specific category of applicants, prescribed by the Mission/Post
- (xi) The SP should have special arrangements to deal with emergency calls outside office hours and on holidays to coordinate with the Mission/Post. The SP should also have arrangements to provide emergency CPV services outside office hours as well as on weekends/holidays: modalities in this regard will need to be worked out in coordination with the Mission.
- (xii) **Enquiry and Grievance redressal mechanism**
- (a) The SP shall provide an efficient and courteous telephonic inquiry system through Toll-free numbers/Voice Over Internet Protocol (VoIP) and shall maintain a chatbot in the website and a dedicated Whatsapp bot.
  - (b) The SP can charge normal call charges only after five minutes of the call.
  - (c) Special higher call charges are not permitted.

- (d) No caller should be made to wait for more than three minutes and waiting time shall not be chargeable.
- (e) The telephone enquiries shall be attended to from 9 AM to 8 PM on all working days.
- (f) An automatic answering system shall be functional outside the above period, including holidays.
- (g) The SP shall ensure that all emergency cases are attended to immediately and guided properly, wherever required, the Mission/Post shall be informed immediately.
- (h) The SP shall operate an efficient and prompt e-mail system where a response is provided within 24 hours (or 48 hours if a clarification from the Mission is required).
- (i) The SP shall deploy well-trained and courteous staff with excellent service knowledge to solve the issues/problems raised. The staff should be patient and attentive with emotional intelligence. The SP should deploy staff with multilingual ability with clear communication and writing skills and empathy towards the applicants.
- (j) The SP shall provide a complaint & feedback mechanism on the website where customers can convey their complaints/grievances and feedback. The same shall be shared with Mission/Post to the prescribed mail ID through an automated mechanism in real-time.
- (k) The SP shall provide the status and action taken report on all the complaints and grievance mechanisms on a weekly basis, including the complaints received through Mission/Post. Any serious complaints or grievances must be brought to the attention of the Mission/Post immediately. The SP shall act on all complaints/grievances raised within one working day.
- (m) The Mission/Post will be free to set up any other arrangement to reliably receive feedback from the applicants, independent of those put in place by the SP.
- (xiii) **Smart Queue Management System (SQM):** The SP shall establish an integrated Smart Queue Management System (SQM) in all ICAC to limit the turnaround time to 30 minutes for all applicants from token generation to acceptance of application and payment at the counter of ICAC. Delay or longer waiting period or any deviation from the service parameters will invite penalty as explained under Chapter XI: Service Level Metrics/Penalties.

The SQM shall have the following features:

- Efficient, streamlined, nearly self-operating queue management system integrated with the appointment system to give the applicant the best customer experience.
- Sends customers alerts about delays or wait time before service using real-time data.
- Real-time staff alerts about wait times to manage the situation based on information gathered during check-in, etc.
- Help the SP to better prepare for peak periods from the data produced and to maintain the timeline for appointment slot availability and turnaround time as prescribed by the Mission/Post.
- Integration with the appointment system to log the entry and exit time of applicants at ICAC.
- Dashboard for live monitoring of the status of all counters and their wait time

### **C. Acceptance of Fee**

The SP shall:

- (i) Accept fees in all manners of payment generally used in **Sri Lanka** including credit cards and debit cards and online payment facilities except personal/Company/traveler's cheques.
- (ii) The SP shall collect bank/agency charges for such transactions from the applicants on an actual basis. The SP must provide rates of such bank/agency charges on the letterhead duly certified by the Bank/agency receiving the bank/agency charges. For the verification of such bank/agency charges, the SP should be able to provide details (statements, confirmation letter from bank/agency etc.) of transactions establishing the payment of such bank/agency charges to the respective bank/agency in a self-explained and transparent manner.
- (iii) The modes of payment and bank/agency charges applicable to specific modes of payment must be displayed properly on the ICAC and the website of SP.
- (iv) Any bank charges levied on such transactions will not be borne by the Mission.
- (v) No cash payment should be received by Post/Courier.
- (vi) Display prominently both in the ICAC and website, information regarding the Consular fee, Service providers' Fee and charges such as ICWF contribution.
- (vii) Collection of bank/agency charges from the applicants shall not become a source

of income for the Service Provider; instead, it should only accept applicable bank/agency charges and pay them to the respective bank/agency. At any point in time, if Mission/Post(s) wishes to verify such a transaction, SP must be able to establish it in a transparent manner and beyond any doubt. Any violation of this may be penalised by 10 times higher than the maximum penalty amount assigned for any violation.

(viii) Guidelines regarding the refund of Service Fees :

- i) Service Fees of the SP are refundable when services have not been availed by the applicant with due prior notice to the SP;
- ii) Service Fees are refundable if the applicant has been charged more than once for the same service(s) or the applicant has paid a sum in excess and the applicant can provide proof of such excess charge;
- iii) Service Fees of the SP are non-refundable when services have been availed by the applicant;
- iv) Refunds shall be subject to the local laws in the country where the services are being provided to the applicant including tax laws such as GST/VAT/similar such indirect taxes;
- v) Cases for which a refund could not be made due to local laws or tax laws, etc. shall be exempted; and
- vi) In case of undue delay in refund, a penalty as per provisions of the RFP shall be imposed.

**D. Issue of bar-coded receipt for applicants**

- (i) The SP shall mandatorily issue a Bar-Coded receipt to the applicant for all the transactions/payments received from any applicant in any manner (online, through payment link, draft, cheque, credit card, debit card, etc.) for any service, whatsoever.
- (ii) For applicants opting for postal/courier services, receipts shall be sent to such applicants via email/any other means approved by the Mission.
- (iii) On receipt of an application, the Service Provider shall issue a Bar-Coded receipt to the applicant showing the following details:

1. Details of applicant:

- (a) File/ARN No.
- (b) Name of the applicant
- (c) Passport No.
- (d) Mobile Number

2. Service Details

- (a) Name of Service
- (b) Sub-type of Service
- (c) Centre Name
- (d) Check-in time

3. Details of payment:

- (a) Consular fee (Government of India fee)
- (b) Consular surcharge (e.g. ICWF charges, etc) (Government of India fee)

**Total (I)=**

- (c) Service Fee (payable to the Service Provider)
- (d) Taxes (if any)

**Total (II)=**

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

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

- (f) Date and time of payment:

- (iv) The SP shall issue one receipt for all payments received from the applicant per application, and there should not be any missing serial number. No hand written receipt or miscellaneous receipt should be issued by the Service Provider.
- (v) The SP shall generate proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices prescribed by the Mission.
- (vi) The SP shall be responsible for the payment of taxes to the authorities concerned, as the Service Fee is inclusive of applicable taxes.
- (vii) The SP shall arrange the audit of the accounts of total collections received, including amounts received as Service Fee. The audit should be conducted by a reputed Auditor in Sri Lanka. A copy of the annual audit report with a certificate confirming payment of local taxes to the concerned authority is to be provided to the Mission at least once a year.
- (viii) The records of all amounts collected by the Service Provider shall be provided to the Government of India Auditors whenever required.

- (ix) The SP should open a separate Bank Account for the outsourcing operations and share the details of the Bank Account opened with the Mission/Post before the start of outsourcing operations.
- (x) The SP should provide details of daily bank transactions from the ICAC to their bank accounts in the form of a monthly statement, certified by the Bank concerned, which should tally with the details provided to the Mission for audit purposes.
- (xi) The SP shall provide details to Mission/Post(s) of all the amount collected by it through all the means (cash, DD, Bank Draft, Online payment) every day (by close of business), every week (by each Monday) and every month (by 1<sup>st</sup> day of succeeding month) under different heads i.e, Consular Fee, Consular Surcharge (ICWF), Service Fee, Local Taxes on Service Fee, and all other charges collected by it for any purpose. SP should reconcile the account details with Mission/Post on a daily basis.
- (xii) The duration of records to be maintained by SP after the service is completed should not exceed one month unless specifically requested by the Mission.
- (xiii) The SP should ensure that the data has been transferred correctly and the same has been digitized and indexed and stored as per the requirements of the Mission.
- (xiv) The SP should provide a monthly certification that it does not hold any personal records of applicants beyond the stated limit. Any violations on this account will be penalized appropriately (as per Sr. No. 41 of SLA penalty metrics).
- (xv) The SP shall maintain proper accounts of all amounts/fees received for each sub-head.

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

- (i) The SP shall deposit fees due to the Mission i.e. Government of India Fee for CPV services and Consular surcharge fees in Mission's/Post's bank account on the day of receipt (or the next working day in case of delayed receipts/ receipts on closed holidays as agreed upon with Mission).
- (ii) The SP's Service fee and bank/agency charges will be retained by the Service Provider. The details of all fees including fees retained by the Service Provider must be provided to the Mission / Post on a daily basis through the manifest of applications sent by the Service Provider.
- (iii) Any delay in the transfer of money to Mission's/Post's government accounts shall invite penalties as explained under Chapter XI: Service Level Metrics/Penalties.



Any such observation by Government Auditors at a later date may also be equally considered a violation of the agreed terms and conditions and invite penalties and shall be paid by the Service Provider immediately. Any delay in payment of such penalties, after the issue of the Notice by the Mission, will invite additional penalties as explained under the section on 'Penalties'.

- (iv) Any incident of bounced cheque/transaction will invite a penalty as prescribed subsequently under Chapter XI: Service Level Metrics/Penalties. Repeated incidents of bounced cheques will invite encashment of the Bank Guarantee and/or termination of the Contract.

#### **F. Dispatch of documents to the Mission**

- (i) The SP after the initial processing of the application at their end shall send the original applications with enclosures to the Mission/Post(s) twice a day, on receipt of the application from the applicants at ICAC. In case of applications received on a non-working day of Mission/Post (like a holiday or weekend), the same shall be submitted to the concerned Mission/Post on the next working day or as desired by the concerned Mission/Post.
- (ii) The following two documents mentioning details of applications must also be enclosed while handing over the applications:
  - (a) Manifest of applications indicating (i) file no. (ii) name of the applicant, (iii) passport no. (iv) service applied for (v) date of submission of application by the applicant (vi) date of handing over of application in Mission/Post (vi) fee collected with all break up i.e, Consular Fee, ICWF charges, Service Fee, bank/agency charges and other charges, if any (vii) date of payment of fee into Government Accounts, period of delay and reasons for the same.
  - (b) Sub-manifest / covering note with a bundle of each type of application (Passport, Visa, OCI, PCC, Surrender Certificate, etc.) mentioning details of all the applications of a particular CPV service separately.
- (iii) The Statement should be sent by email to the Mission/Post(s) simultaneously.
- (iv) Handing/Taking over the applications and passports will take place at the premises of the Mission.
- (v) The documents should be transported by a dedicated van of the Service Provider in locked containers along with the staff of the Service Provider and security personnel as required. The keys to the containers should be available only in the ICACs and Mission with authorized persons. Additional security measures such as GPS may be included as per local requirements. The security of documents will be

the responsibility of the Service provider and in case of any loss of documents, a penalty as indicated in Chapter XI shall be levied.

#### **G. Return of documents to the applicants**

- (i) After disposal of the application/receiving the processed application and document(s) / Passport from the Mission / Post, the SP shall:
  - (a) Send an email and SMS to the applicant informing him/her about the completion of processing of the application.
  - (b) Update the status of the application on the website for status tracking, informing details about the collection/delivery of the document/Passport.
  - (c) Dispatch the document(s)/passport/PCC/OCI/SC to applicants via courier service in a secure manner on the same day (or the next working day in case of delayed receipt). SP shall dispatch and return the document(s)/passport/PCC/OCI/SC by courier, at no additional cost/charges to applicants for applications received in person at ICACs. The Service Fee per application quoted by the SP in its financial bid (Annex-K) is inclusive of the charges for returning the document(s) /passport/PCC/OCI/SC via courier. The security and timely delivery/dispatch of documents will be the responsibility of the SP, and in case of any loss of documents or delay in returning documents/passports, penalty as indicated in Chapter XI shall be levied. It is the SP's sole responsibility to ensure the delivery standards as prescribed by the Mission/Post. The GOI/Mission/Post will not be responsible for any disputes between the SP and the Courier. If any applicant opts for the collection of documents/passport/PCC/OCI/SC from ICAC, the SP shall facilitate the applicant or his/her authorized representative for the collection from ICAC.
- (ii) If an applicant opts for the collection of documents/passport/PCC/OCI/SC from ICAC, the SP shall ensure that the document/passport has been handed over / delivered to the applicant or his/her authorized representative. A confirmation about the same must be uploaded on the service portal with the time and date of handing over/delivery of the document/passport to the applicant.
- (iii) The SP shall provide a detailed outgoing/dispatch manifest to Mission/Post(s) through email about dispatch/handing over of documents/passports after disposal of the consular application, showing different stages of dispatch with dates till the final delivery of the document/passport to the applicant.

#### **H. Quality Control and Assurance**

- (i) SP shall ensure a reliable quality control system that maintains continuous

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

- (ii) The SP must implement an internal Quality Assurance Program to monitor, maintain, and enhance service, which should include internal reviews and assessments of the SP's performance, including Quality and accuracy of services; Quality and accuracy of services to Applicants; and Compliance to the Contract.
- (iii) Audits Performed by the selected SP:
  - (a) The SP must get conducted a Third-Party Audit of processes and procedures of its work on an annual basis and send a report to the Ministry [JS(CPV)] and relevant portions to the Mission (Head of Chancery) concerned within one month of the completion of the annual period of operation.
  - (b) In the first year of operation, the Report for the first six months of operation shall be submitted by the end of the seventh month. Similarly, the Report for the next six months will be submitted by the end of the following month. Thereafter, the yearly report shall be submitted within one month of its falling due. In case of delay in submission Third Party Audit Report, penalty as indicated in Chapter XI shall be levied.
  - (c) The SP, in consultation with the Mission/Post(s) concerned, shall make necessary rectifications to correct the deficiencies to improve the functioning of the ICAC.
  - (d) The SP shall make necessary improvements to the functioning of the ICAC as pointed out by the Mission/Post(s) concerned from time to time.
- I. **Installation of Applications, Software and hardware for Consular Services viz., IVFRT, CONSPROM, GPSP, etc.**
  - (i) The SP shall be required to work on the IVFRT, CONSPROM, GPSP, and other such platforms of the Government of India or any other centralised platform for consular services if introduced. Detailed guidelines/procedures in this regard shall be intimated to the SP at the time of introduction of any such centralized platform.

- (ii) The SP shall install prescribed applications, software, and hardware for processing of the consular applications viz., IVFRT, 'CONSPROM', GPSP and other such software/applications prescribed by the Government of India from time to time for processing of the consular applications. The SP shall also arrange for the installation of other compatible software and hardware as and when prescribed by the Government of India for processing of the consular applications.
- (iii) The SP may carry out necessary changes/adjustments for the re-alignment of their services, in case the Ministry considers providing these services completely or partly through online mode through other centralized web portals, in the future.
- (iv) The SP shall upload the application and scanned supporting documents on the respective platform (IVFRT, GPSP, OCI portal, etc.) at the time of initial processing of the application. All the supporting documents enclosed with the application are required to be uploaded with good-quality scanning and linked to the respective application so that the application as well as all the supporting documents are available in the Mission / Post for processing the application electronically.
- (v) In the case of OCI applications, the applicants are required to upload the prescribed documents on the OCI portal while submitting an online application. If certain required documents are not uploaded by the applicant, the same shall be uploaded by the SP.
- (vi) Those applications that are submitted by applicants directly at Indian Mission/Post will be handed over with supporting documents/enclosures to SP and shall be scanned/ digitized/ indexed to link with the visa application on IVFRT. Such process shall be completed within three working days of handing over the documents to SP. In case of delay penalty as indicated in chapter XI shall be levied.
- (vii) The SP shall deploy a local server with the approval of the Mission/Post(s) concerned to optimize on time to ensure the live upload of scanned documents.
- (viii) The number of applications received should be tallied with the number of support document sets that have been submitted (uploaded) to the system on a daily basis. The parameters for scanning of visa applications, Metadata and other relevant data are described in this document (Annex-A).

#### **J. Issuance of Visas– IVFRT System and Biometric Enrolment**

- i) The Government of India's IVFRT (Immigration, Visa, Foreigners' Registration and Tracking) System is used for the provision of visa services. As per this

system, it is mandatory for the applicants to fill up the visa application online and present the hard copy along with their passport and other enclosures to the SP. The SP shall scrutinize the application forms, passport and enclosures and send them to the Mission/Post concerned as per standing instructions. Any shortcomings in the documentation should be pointed out to the applicant and rectified before dispatch to the Indian Mission/Post.

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

iii) Detailed guidelines for capturing bio-metrics for Visa applications are prescribed in Annex-B. The bio-metrics for Visa applications may be transmitted to Mission/Post electronically along with the case file of the applicant to enable the Mission/Post to upload them on the IVFRT platform. The Government of India will provide software for this purpose. Enrollment of facial bio-metrics as per the Indian e-Governance standards is available at <http://egorstandards.gov.in>

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

(i) The applications for the issue of passports are filled online by the applicants and are submitted at the ICAC. The SP shall scrutinize the application forms, passport and enclosures and send them to the Mission/Post concerned as per standing instructions.

(ii) Any shortcomings in the documentation should be pointed out to the applicant and rectified before dispatch to the Indian Mission/Post.

(iii) The SP shall be required to work on the GPSP platform of the Government of India or any other centralized platform for passport services if introduced. Detailed guidelines/procedures in this regard shall be intimated to the SP.

(iv) The SP shall be responsible for scanning/digitization/indexation of consular/passport/visa/OCI, etc. related documents and uploading the same, linking them simultaneously with the casefile at the respective centralized platform/GPSP system in case these are not uploaded during the online application submission process, for real-time digitization of consular, passport and visa (CPV) documents.

(v) The SP shall also be responsible for the enrollment of ten-finger and facial biometric data of the passport applicants and forward the same electronically along with the case file of the applicant.

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

- i. The applications for OCI cards are to be filled online by the applicants and supporting documents required as proof of their Indian origin etc. are to be uploaded by the applicants on the portal.
- ii. The SP shall be responsible to collect the application along with enclosures and send the same to the Mission. The SP shall scrutinize the application form, passport and enclosures etc. In case, some required documents are not uploaded by the applicant, the same shall be uploaded by the SP.
- iii. The Mission concerned shall issue appropriate instructions to SP for verification of documents. The documents shall be sent to the Mission concerned as per their standing instructions for further action.
- iv. The SP shall also be responsible for the enrollment of ten-finger and facial biometric data of the applicants (wherever required), and forward the same electronically along with the case file of the applicant to the Mission/Post.

**M. Biometric capturing**

- (i) The SP is responsible for capturing ten-finger and facial bio-metric data of the applicants (as prescribed by the Mission) and linking it with the respective consular application.
- (ii) The enrollment of biometric details of the applicants shall be as per the guidelines of the Mission/Ministry issued from time to time. The SP shall coordinate with the Mission/Post and GOI's National Informatics Centre (NIC) or any other agency approved by the Ministry to put in place seamless procedures for this purpose.

**N. Digitization and Indexation of applications**

- (i) The SP is responsible for timely Digitisation/Indexation of the entire consular, passport, and visa (CPV) application forms along with enclosures, as per the parameters prescribed in Annex A, within seven (07) calendar days from the date of handing over of processed application to the Service Provider.
- (ii) The data pertaining to Visa (including regular (paper) Visa), Passport or any other service shall be compiled in separate DVDs in duplicate (one copy for Mission/Post and one copy for the Ministry), and the data pertaining to consular/misc. attestation services shall be compiled in separate DVDs (single set only) to be kept by the Mission/Post only (It is pertinent to mention that DVDs containing digitized data regarding Misc. Consular Services documents, should be retained in Missions/Post concerned and there is no need to send DVDs to

the CPV Division, Ministry of External Affairs).

- (iii) With respect to the digitization of passports and related passport services applications, it is stated that Mission/Post in Sri Lanka are integrated into GPSP system. Digitization is done at the time of online submission of the application. SP in such Missions/Post are required to scan and upload the supportive documents during the application submission process itself. The GPSP application system has provision for the SP to send the supportive documents along with the metadata through the web interface developed for the SPs, through which they are currently uploading the applicant's Meta Data into the GPSP system.
- (iv) Consular/Passport/visa/Misc applications and supporting documents/enclosures submitted directly at Mission/Post(s) shall be scanned/digitized/indexed as per the parameters prescribed in Annex A, within seven (07) calendar days from the date of handing over of processed application to the Service Provider.
- (v) Any delay in the digitization of the application beyond the above time frame and the consequent additional expenditure spent by the Mission/Post in the storage of a hard copy of the application is to be borne by the SP. This additional cost will be in addition to the penalties imposed on the SP for the delay in the digitization of the application as indicated in Chapter XI. Missions/Post shall not bear any cost towards storage of these applications by the SP if required.
- (vi) At the time of commencement of the contract, the SP shall make sample DVDs with limited data entries seeking the approval of standard parameters. After approval, the DVDs with full data, for respective services, shall be prepared daily and submitted periodically, on a weekly basis, and submitted to the Mission / Post. The label of the DVDs shall clearly indicate the Mission/Postcode, 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 centralized system. The SP will be responsible for any mismatch in data after uploading finally.
- (vii) The digitization must be done serially as per the date without missing any applications in between. The SP must certify that no application has been missed and no application has been duplicated. The total number of applications sent to the Mission and the total number of digitised files must be equal. For any reason, the files in the serial number could not be digitised, such files must be included in a separate DVD for identification and tallying purposes.
- (viii) The SP shall create metadata files and PDF files as per parameters indicated in **Annex-A**, to enable efficient linking to the case files and digitization /indexation of

documents.

- O. **Contingency Plan:** The SP shall have in place an adequate contingency plan, in consultation with and with the approval of the Mission/Post concerned (within 90 days of the signing of the Agreement), to maintain an acceptable level of service if the operation of the ICAC(s) is/are interrupted for any reason.

P. **Facilities at the ICAC**

- i. The SP shall ensure that ICAC is easily accessible to members of the public and located in a reputable area (within the specified limits) as per the local regulations, in consultation with and with the approval of the Mission/Post concerned.
- ii. The ICAC shall have a prominent Notice Board indicating the services offered, the fee schedule and a copy of the Service Level Metrics, pertaining to the applicants, for ready reference of the applicants. The same shall be available on the website of SP.
- iii. The SP shall make arrangements for the issuance of tokens to the applicants at the time of their entry into the ICAC.
- iv. The ICAC shall have sufficient space, subject to the minimum prescribed, in terms of waiting area, counters, processing area, Biometric Services, photocopying and photograph capturing and form filling services. Minimum 30% of space may kept for waiting applicants.
- v. The total turnaround time shall not exceed 30 minutes for an applicant. In case of delay, penalty as indicated in Chapter XI shall be levied.
- vi. The staff in the ICAC must be fluent in the language(s) as per local requirements of the country/zone of operation.
- vii. **Submission hours:** ICAC should remain open for six days a week from Monday to Saturday. Acceptance of application at the counters of ICAC should be at least 39/48 hours per week and Back Office working time should be at least 48 hours per week. (Working hours/submission hours can be modified by Mission).

|                                   |   |                             |
|-----------------------------------|---|-----------------------------|
| Working days per week             | : | 6 days (Monday to Saturday) |
| Minimum submission hours per day* | : | 6½ Hours                    |
| Minimum working hours per day     | : | 8 Hours                     |

\*Exact timings will be decided by Mission/Post(s).



- viii. The ICAC shall have sufficient lighting, and air conditioner/heating keeping in mind the inclement weather conditions in **Sri Lanka**.
  - ix. All basic amenities viz., drinking water and washrooms must be provided in the ICAC maintaining good hygienic conditions. Provisions for vending machines for soft drinks/coffee/tea, etc. may also be made wherever required.
  - x. The ICAC shall have an Electronic Display System indicating the status of applicants' token numbers.
  - xi. All the parameters and standards of facilities in the ICAC shall be as per the offer made by the Bidding Company in the Technical Bid or as in the RFP whichever is better.
  - xii. The ICAC must have the infrastructure /facilities like ramp/lift/wheelchair to facilitate the entry of differently-abled applicants. There shall be a dedicated official to assist the differently abled applicants.
  - xiii. The notice board displaying the details of services provided by the SP for processing of Consular applications including in respect of emergency services e.g. emergency visas outside office hours as well as on weekends/gazetted holidays should be available in all ICACs.
  - xiv. The SP shall Provide a digital CSAT feedback at each ICAC counter, which is integrated into the appointment system, and an interactive blog, in the format indicated by the Mission, as part of the website linked to the Mission website, so that it can be seen by all
- R. Opening of ICACs during weekends/holidays: The SP may be required with prior written authorization/instructions from Mission/Post to open ICACs and submission counter in the Mission and Post during weekends/holidays to facilitate submissions by applicants, at no additional cost to the Government of India/Mission. There will be no separate charges allowed for this purpose. SP should quote the financial bid keeping in mind that the fee quoted by the SP in the financial bid would be treated as final and the SP will not be allowed to charge any additional cost from anyone [either from the applicant or Mission/Post/Ministry] on all the services rendered by the SP during weekends or holidays.
- S. The SP shall operate, on a regular basis, an exclusive submission counter at the Mission/Post for processing the applications of special cases as decided by the Mission, failing which penalties shall be levied on the SP as prescribed under Chapter XI of this RFP. The SP should quote financial bid keeping in mind this aspect and the SP will not be allowed to charge any additional cost from anyone

[either from the applicant or Mission/Post/Ministry].

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

## 2. OPERATIONAL SYSTEMS AND INFRASTRUCTURE:

The SP shall provide the following for each ICAC:

- a. Complete details of personnel, including their qualifications and experience, to be deployed in the ICACs shall be sent to the Mission/Post for pre-verification purposes for seeking the approval of the Mission/Post concerned.
- b. Persons not cleared by the Mission/Post shall not be appointed in the ICAC. Such persons shall not be retained/appointed subsequent to objections by the Mission/Post(s).
- c. The staff of the ICAC (non-managerial and managerial personnel) should have appropriate qualifications for the relevant job they will be handling and must have a minimum graduate qualification [i.e. a Bachelor's Degree] with at least one year's experience in related area of work for non-managerial staff and at least five years' experience in related area of work for Managerial personnel.
- d. SP should comply with all local labour laws and the staff of the ICAC shall have an appropriate visa/ work permit as per local regulations.
- e. SP should put in place effective systems and processes to train staff who can explain and carry out clearly and accurately the application process and documentation required. The Mission/Post(s) shall conduct random checks to ensure quality standards.
- f. An IT system that will allow the Service Provider's consular, passport and visa service network access to any centrally based appointment system. The IT service provided must be by standards prescribed by an officially accredited agency of the

host country, wherever stipulated. Access to this system must be provided to Mission/ Post.

- 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 SP should introduce IVFRT, GPSP, 'CONSPROM', and other application/software as and when required by the Mission.
- i. The ability to computerize operations related to the tracking of passport movement right from the point of receipt until delivery.
- j. The Bidding Company should provide a viable and effective security system for premises, personnel and data relating to the ICAC in full compliance with the relevant local laws and provisions prescribed by the Mission. An effective security system for access control of applicants and safe custody of documents collected, including information held on IT systems. These include control of entry to the ICAC both electronically and manually, CCTV System with recording and review facilities, transportation of documents in closed containers with appropriate security lock and key system, security staff as required, and fully secured area/rooms for storage of documents and IT related biographic and biometric data and other related measures. The SP is required to make available a live hunting CCTV feed online (IP based) to the Mission pertaining to the visitors and counters area, for monitoring by the Mission. Penalties, as specified in Chapter XI, will be levied for failure to do so.
- k. The SP will be allowed to charge a Service Fee (SF), as per the L1 price offered in the tender process and approved by the Mission, from all individuals who make a consular application. This fee will be collected by the SP from applicants along with the Government of India fees for consular services. Documents relating to the collection of the Service Fee (receipt books, etc.) will be properly maintained and made available for inspection by the designated officer of the Mission/Post(s) or any audit team of the Government of India.
- l. The SP will ensure that the total turnaround time for applications of Passport/ Visa/OCI/PCC/Surrender Certificate/GEP Verification/ Miscellaneous Attestation services will not be more than 30 minutes (or lower as offered in the Technical Bid). Machine-generated tickets should be given to applicants, indicating the date and time of entry at the ICAC and also the time of completion of the submission process, so that the total turnaround time can be reliably documented.
- m. The SP shall not receive any payments from the Mission, for setting up these

ICACs, nor for providing services for consular applicants.

- n. The Mission shall entertain no claim for expenses or liability for loss of passports or documents. The SP shall indemnify the Mission in the event of any claim made by any applicant on any account e.g. loss of passports or documents and it shall be the Service Provider's responsibility to compensate applicants if such losses occur. In case of any loss of documents/passport, penalty as indicated in Chapter XI shall be levied.
- o. **Information on the Website about India Consular Application Centers (ICACs):**
- In addition to the requirements mentioned in this Chapter in Section A, the SP shall publish all the relevant guidelines on their website specifically made for such services only after due approval from the Mission/ Post(s) concerned.
  - The SP shall not capture any passive data/information from the applicant on/through its website, violating privacy issues or insist upon service seekers to apply for services at its website. SP should provide a link to the website of the Government of India (GoI) for the service(s) concerned and guide the applicants to apply at the website of the GoI.
  - Service Portal (website) shall offer ease of navigation with complete adherence and compliance to W3C standards e.g. STQC etc. (<http://stqc.gov.in>).
  - Guidelines as to how to apply for CPV services, complete with relevant guidance must be indicated on the website. The portal shall also clearly and separately contain details of the Government of India fee for the services and the Indian Community Welfare Fund (ICWF) fee (both of them known as GOI fees) besides the Service Fee of the SP. This information shall be available on the website of the SP through a hyperlink to the website of the Mission. No other service shall be provided by the SP without the prior written approval of the Mission/Post.
  - The details of GOI fee (for various services), ICWF charges, and Service Fee of the SP shall be easily and transparently available on the website for members of the public without the necessity of providing individual applicant/visitor's details to access the information.
  - No part of the portal information shall be application-specific or restrictive except the tracking system of the applications where applicants' data should be fully protected and should be accessible only by the applicants.
  - Any changes in the policy concerning the services offered by the SP shall be updated within 12 hours from notification by the Mission concerned.
  - The ICAC shall prominently display the Service Level Metrics/Penalties on the SP's website for information to the applicants.
  - The ICACs shall prominently display the details of arrangements to be made by the SP for providing CPV services, including in respect of emergency services outside office hours as well as on weekends/holidays.

### **3. Application Facilitating Services (AFS) at ICACs**

- I) SP shall provide, at no additional cost/charge, the following four Application Facilitating Services to applicants submitting consular applications at ICACs.
- i) **Photocopy:** SP shall provide/arrange photocopies of the requisite documents to be submitted by applicants along with the consular applications.
  - ii) **Photographs:** SP shall provide 4 photographs (as per the prescribed specification) to applicants submitting consular applications. Facilities for capturing photographs of applicants should be arranged inside the ICAC.
  - iii) **Form filling:** SP shall provide, on request of the applicant, form filling and document upload services for filling consular applications.
  - iv) **Courier Services:** SP shall provide Courier service to applicants submitting consular applications at ICACs. i.e., after disposal of the application/receiving the processed application and document(s)/Passport/PCC/OCI/SC from the Mission / Post, SP shall return the document(s)/passport/PCC/OCI/SC to applicants via Courier in a secured manner, as per the standards prescribed by the Mission/Post. In respect of applications received by Post/Courier as well, SP shall, after processing/disposal of applications, return document(s)/passport/PCC/OCI/SC to applicants via courier, at no additional cost/charges to applicants, failing which penalty shall be imposed as per chapter XI of this RFP.
- II) SP shall be responsible for providing the aforesaid 'Application Facilitating Services' viz. photocopying, photographs, Form filling, and Courier services, to applicants at no additional charge/cost to be borne by applicants. Failure of SP to provide Application Facilitating Services (AFS) to applicants submitting consular applications at ICACs would lead to a penalty as prescribed under Chapter XI of the RFP.
- III) SP shall not be allowed to charge applicants any additional cost other than the Service Fee quoted in its financial bid for providing AFS at ICACs. Unauthorised collection of any additional charge/ fee from applicants would invite penalties as prescribed under Chapter XI of the RFP. SP should quote the financial bid, keeping in mind this aspect. Charging applicants for any of the four Application Facilitating Services would invite penalties as prescribed under Chapter XI of the RFP. SP shall not indulge in the sale or promotion of any value-added services, including premium lounge Services, within the ICAC premises.

- IV) Website and notice boards of the SP/Mission should indicate that photocopying, photographs, form filling, and courier services are not charged separately and the Service Fee charged by the SP is inclusive of the charges for Application Facilitating Services.

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## **CHAPTER VIII: SERVICE STANDARDS**

1. The following standards shall be ensured by the Service Provider:
  - a. The SP shall establish an efficient online appointment system, which will ensure the availability of appointments within 5 working days. The SP shall also ensure adequate measures to eliminate no-shows and prevent bulk/fake booking of appointments in the system
  - b. The SP shall ensure a high level of service standards with regard to the facilities and amenities in the ICAC, for efficient processing of cases so that the turnaround time is less than 30 minutes and customer satisfaction is maximised.
  - c. The SP should ensure that the staff of the ICAC are courteous and helpful and should not indulge in unpleasant arguments or use foul language or engage in any corrupt practices/activities. The SP should ensure strict discipline, punctuality, and decorum of office amongst the staff of the ICAC.
  - d. The services provided by SP will be regularly monitored and reviewed by the Mission/Post. on a bi-monthly basis. Any deficiencies/shortcomings in the services rendered shall be resolved by the SP to the satisfaction of the Mission/Post/Post. If the Mission/Post is not satisfied with the response of the SP, the Mission/Post shall have the right to impose penalties and/or terminate the agreement by giving two months' notice and the Mission shall encash the Bank Guarantee provided by the SP for premature termination of the Agreement.
  - e. A list of service standards enforceable by the Mission and the penalties applicable in cases of default are given in Chapter XI: Service Level Metrics/Penalties

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## **CHAPTER IX: SUPERVISORY MECHANISM**

1. Supervisory Mechanism: To ensure transparency and optimum performance in the functioning of the ICACs, there shall be a Monitoring Committee comprising of the Officer of the Mission/Post(s) concerned and the Manager of ICACs who shall meet on a weekly basis to discuss any issue pertaining to the functioning of the ICACs and take note of the complaints received during the period. Any lapse shall be brought to the attention of the Manager, ICACs who shall ensure to rectify the same without delay failing which the penalty shall be imposed as per Service Level Metrics provided in the RFP.

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## CHAPTER X: BANK GUARANTEES (BGs)

1. The prospective SP should submit the requisite irrevocable Bank Guarantees to the concerned Mission as per the format in Annex-G. The details of the three Bank Guarantees that must be submitted by the SP at the time of signing of the Agreement are as follows:
  - i) The SP shall provide a **Bank Guarantee in Sri Lankan Rupees (SLR)** for the Government funds held by SP temporarily, after collection from applicants, and for the safety of documents, fixed at 5 days of daily Government revenue for the Mission/Post for providing CPV services, as applicable (based on the average of the past two years). Any violation may lead to the imposition of Penalty and encashment of BG. In case of repeated defaults, the Mission reserves the right to terminate the Agreement.
  - ii) The SP shall provide a **Performance Bank Guarantee (PBG) in Sri Lankan Rupees (SLR)** fixed @ 5 % of the contract value; Contract value is equal to the Total Service Fee quoted by L1 multiplied by the number of CPV applications processed by the Mission for the last three years. (To be calculated as per L1). The PBG should be valid for the entire period of the Agreement plus six months beyond the expiry of the Agreement period, for settlement of penalties due as explained under the section on 'Penalties' in the RFP and in accordance with the Agreement. This PBG shall be given in four pieces with 50%, 20%, 20% and 10% of the total value.
  - iii) The SP shall provide a **Bank Guarantee in Sri Lankan Rupees (SLR) for the Premature Termination of the Contract**, for a sum equivalent to 'Service Fee (as per L1) x 180 days x Number of Applications per Day'-based on the number of CPV applications processed by the Mission during the last three years.
2. All Bank Guarantees (BGs) shall be irrevocable and shall be submitted to the concerned Mission at the time of signing of the Agreement as per the format enclosed as Annex G. All the Bank Guarantees shall be valid for the entire period of the Agreement plus six months after the expiry of the Agreement. Whenever the Agreement is extended, all the Bank Guarantees shall also be extended accordingly with a further extension of an additional six months to determine and settle any dues arising out of non-completion of work and non-payment of penalties etc. After the expiry/termination of the Agreement, the SP shall continue to extend the BGs on a monthly basis till all the pending matters, if any, are settled and a 'No Dues Certificate' is issued by the Mission. The extension of the BG is the sole responsibility of the SP and if any delay or unwillingness on the part of SP is noticed, the Mission has the right to encash the Bank Guarantee.
3. Any delay in submission of Bank Guarantees will lead to a delay in signing the

Agreement. After signing of the Agreement, the prospective SP will be fully responsible for making ICACs operational as required in the Agreement RFP. The SP shall be responsible for any delay in starting the outsourcing operations and resulting in consequent penalties and financial liabilities.

4. The Mission can invoke any or all of these Bank Guarantees depending on the extent and the severity of the violation of the terms of the Agreement/RFP. For the extended period of the Agreement, the BGs should be renewed with a further extension of an additional six months to determine and settle any dues arising out of non-completion of work and non-payment of penalties, etc. The Bank Guarantees can be encashed if the penalties imposed by the Mission for not adhering to the provisions of the Agreement / RFP and the same are not paid in time by the SP. The Mission has the discretion to determine the period of penalties and penalty amount to be paid taking into account the explanation given by the SP.
5. The SP will affect and maintain insurance sufficient to cover its obligations under the Agreement, properties of the ICAC, staff obligations etc. for the respective buildings of the ICACs for the Mission/Post(s) concerned including those obligations that survive the expiration or termination of the Agreement/Contract. Any default on this account could lead to the imposition of penalties as appropriate and the imposition of a ban against the bidding company in future bids. The Insurance Policy should be submitted with the Mission within three months from the date of award of the contract and should be renewed appropriately. Any default on this account could lead to the imposition of penalties under Chapter XI: Service Level Metrics/Penalties of the RFP, termination of Agreement, Forfeiture of Bank Guarantee provided for Premature Termination of Agreement, and barring of the SP for five years from participation in future tender processes of the Ministry/Missions/Post abroad.
6. The amount of Bank Guarantees shall be as per the provisions of this RFP. Any reduction in the Bank Guarantee due to invocation of any Bank Guarantee(s) on account of penalties imposed shall be recouped within a period of two weeks. Additional penalties will be applicable for any default on this account, as indicated in Chapter XI.
7. The Bid Security Deposit/Earnest Money Deposit (EMD) and other Bank Guarantees (BGs) can be furnished through SWIFT (including e-Bank Guarantee), as per the format given in Annex- G and H, as per prevailing instructions of the GoI. Bank Guarantees (BGs) issued by a nationalised bank in India/any of the Commercial banks or Schedule-A Private Sector banks which are listed on NSE/BSE or any foreign bank scheduled/accredited by the Central Bank of that country are acceptable. MSEs (as defined by the Ministry of Micro and Small Enterprises, GoI) are exempt from furnishing Bid Security Deposit (EMD).

8. The validity of EMD and all BGs, including PBG will be governed by the relevant clauses of the RFP.
9. The bidding company shall submit the amounts of BGs on its own, without any involvement of any third party on its behalf. BG provided by a third party on its behalf is not acceptable.

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## CHAPTER XI: SERVICE LEVEL METRICS/PENALTIES

- (i) Any violation of the terms and conditions mentioned in this RFP / agreement signed after the conclusion of the RFP shall entail the imposition of penalties on the SP by the Mission. For violation of any terms and conditions of the Agreement, unless otherwise specified, the SP shall be liable for a penalty, if two warnings given to the SP remain unheeded, @**SLR 50,000** for the first time of such violation, **SLR 150,000** for the second violation, **SLR 300,000** for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
- (ii) All penalties should be paid at the Indian Mission locally by way of deposit to the Bank Account of the Mission concerned.
- (iii) A Show-Cause Notice will be served upon the SP by Mission/Post giving an opportunity to the SP seeking an explanation within 5 working days from the date of receipt of such Notice. In case, the explanation submitted by the SP is not satisfactory, then the penalty will be imposed and the same will be communicated to the SP. The SP shall be required to deposit the penalty amount in the Mission within a period of seven working days from the date of receipt of such communication.
- (iv) In case, penalties are not paid within 7 working days from the date of receipt of written communication from the Mission, additional penalties will be imposed on a cumulative basis @ 0.5% of the penalty amount payable per day, including holidays, if reasons for such delays are not acceptable to the Mission.
- (v) In the event of non-payment of penalties for a period exceeding four weeks, the Mission/Post shall have the right to terminate the agreement and recover the penalty by encashing the Bank Guarantees as appropriate and ban the company for five years from participating in future tenders of the Mission/Ministry.
- (vi) Details of the quantum of the penalty with regard to violation of the various service level clauses of the RFP shall be as per the table mentioned below:

| S.No. | Parameter                                                                                                                                   | Service Level                                                                                                                      | Penalty for violation                                                                                                                        |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Delay in Opening a separate Bank Account for the outsourcing operations with the Mission as per Chapter VII: Scope of Work and Deliverables | The SP agrees to share the details of the Bank Account opened to the Mission concerned before the start of outsourcing operations. | For any violation, the SP shall be liable to pay <b>SLR150,000</b> per day for the delay, starting from Day 1 of commencement of operations. |

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|   | Required.                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                  |
| 2 | Procedure for issue of Receipts                                                                                           | The SP agrees to collect the fee as per Chapter VII: Scope of Work and issue a single Receipt of the total amount received from the applicant for each CPV Service availed in that regard. The Receipt numbers shall be continuous and there shall be no unexplained missing Receipt numbers.                                                                 | For any violation, the SP shall be liable for a penalty equivalent to the total amount paid by the applicant, starting from Day 1 of commencement of operations.                                                                                                                                                                                                                 |
| 3 | Transfer of GOI fee/ revenue amounts received from the applicants to the Bank Account(s) of the Mission/Post(s) concerned | SP agrees to transfer the amounts received from the applicants towards fees prescribed by GoI for providing CPV services, Indian Community Welfare Fund (ICWF) fees etc. to the Bank Account(s) of the Mission/Post(s) concerned on the same day or in exceptional circumstances with prior notice to the Mission/Post(s) concerned, on the next working day. | For any violation, the SP shall be liable to pay a penalty equivalent to 0.5% of the un-deposited amount multiplied by the number of days of delay.                                                                                                                                                                                                                              |
| 4 | Bounced Cheque/ failed transaction                                                                                        | The SP agrees to ensure that there shall not be any case of bounced cheque/ failed transaction while transferring the amounts to the bank account of the Mission/Post(s) concerned.                                                                                                                                                                           | <p>For any violation, the SP shall be liable to pay a penalty of <b>SLR 150,000</b> per incident or 10% of the value of the Cheque/ transaction, whichever is higher.</p> <p>Repeated instances (more than three in a calendar year) of bounced cheque/failed transactions may lead to levy of higher penalty of <b>SLR 300,000</b> per incidence or 20% of the value of the</p> |

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|   |                                                                                                       |                                                                                                                                                                                                       | cheque/transaction whichever is higher.                                                                                                                                                                                                                                                                                                    |
| 5 | Loss /Damage of Passports/ documents                                                                  | The SP agrees to be responsible for the loss/damage of passports/ documents in his/ her custody and during transmission between ICAC and Mission/ Applicant.                                          | For any violation, the SP shall be liable to pay a penalty of <b>SLR 300,000</b> per passport or document lost/ damaged.<br><br>In addition, all replacement including damages/ penalties imposed by any judicial, quasi-judicial body and legal costs claimed by the applicant in this regard shall be the sole responsibility of the SP. |
| 6 | Delay in submitting the completed application forms along with documents to the Mission               | The SP agrees to be responsible for sending the application forms along with documents received from the applicants to the Mission/Post(s) as per the schedule fixed by the Mission/Post(s) concerned | For any violation, the SP shall be liable to pay a penalty equal to the Service Fee charged by the SP multiplied by the number of days of delay, starting from the day a completed application along with documents was submitted.                                                                                                         |
| 7 | Delay in returning passport/documents to applicants by SP after having been received from the Mission | The SP agrees to be responsible for returning the passports/ documents received from the Mission to the applicants on the same/ next working day.                                                     | For any violation, the SP shall be liable to pay a penalty equivalent to the Service Fee multiplied by the number of days of delay upto a maximum penalty of <b>SLR 300,000</b> in each case.                                                                                                                                              |
| 8 | Postal/ Courier applications                                                                          | The SP shall be responsible for bringing all postal/ courier applications into the main tracking system on the day of their receipt. Postal applications                                              | For any violation, the SP shall be liable to pay a penalty equivalent to the service fee multiplied by the number of days of delay.                                                                                                                                                                                                        |

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|   |                                                   | <p>after scrutiny shall be transmitted to the Mission on the next working day of receipt at the latest.</p> <p>The SP agrees to provide a daily statement of details of postal/ courier applications received, indicating the tracking number, date/ time of receipt (verifiable from the tracking number) and the date/ time of dispatch to the Mission.</p>                                                                                                                                                                                                                                                                                                                                   | <p>Any delay in providing a daily statement of such details will invite a penalty of <b>SLR 7500</b> for each day of delay</p>                                                                                                                                                                                    |
| 9 | Scanning/Digitisation and Indexation of documents | <p>Mission/Post in (Name of the Country) are integrated into GPSP system. Digitization is done at the time of online submission of application.</p> <p>In respect of regular (paper) visa and consular documents, scanning/ digitization and indexation will be done by the Service Provider. This process should be completed within 07 calendar days from the date of handing over of processed application to SP.</p> <p>Those applications which are submitted by applicants directly at the Indian Mission/Post will be handed over with supporting documents/enclosures to SP and shall be scanned/ digitized/ indexed to link with the visa application on IVFRT. Such process shall</p> | <p>Any delay beyond this time frame will entail penalty @ 1% of the Service Fee of the service rendered by the SP, per application multiplied by number of days of delay. Any delay attributable to the SP beyond three months would lead to forfeiture of Bank Guarantees (BGs) and termination of Contract.</p> |

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|    |                                                        | be completed within three working days of handing over the documents to the SP.                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 10 | Provision of Application Facilitating Services         | <p>The SP agrees to provide the Application Facilitating Services viz. photocopying, photographs, Form filling services, and Courier services, at no additional cost, to applicants submitting consular applications at ICACs.</p> <p>The SP also agrees to dispatch and return the documents/passports/PCC/SC/OCI via courier, at no additional charge/cost to applicants, for applications received by Post/courier.</p> | <p>Failure of SP to provide Application Facilitating Services to applicants at ICACs, would lead to a penalty of <b>SLR 30,000</b> in each case. In respect of applications received by Post/Courier, failure of SP to dispatch and return documents via courier, at no additional charge/cost to applicants, would lead to a penalty of <b>SLR 30,000</b> in each case.</p> <p>Violations beyond three times shall result in levying of penalty at the enhanced rate of <b>SLR 60,000</b> in each case. Any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.</p> |
| 11 | Collection of unauthorized amounts from the applicants | The SP agrees to provide access to the Bank Statement of the designated Bank Account and its Statement of Daily Cash Collection to the Mission/Post(s) concerned.                                                                                                                                                                                                                                                          | If any unauthorized amount is found to be credited to the account or collected directly or indirectly from the applicant, the SP shall be liable to pay a penalty equivalent to double the unauthorized amount collected or <b>SLR 300,000</b> whichever is higher, in each such case.                                                                                                                                                                                                                                                                                                                            |



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| 12 | Short Collection of Fee          | Any collection of fee short of the prescribed fee on any occasion shall be paid by the Service provider prior to raising the invoice for the said month/quarter as in case may be                                                                                                                                                                       | <p>If the service provider fails to pay the shortage of collection within the prescribed time (month) before raising invoice, an amount of 5 times the shortage of amount shall be levied to the Service Provider</p> <p>Ref: Assume the SP has collected <b>SLR 10</b> lesser than the prescribed fee from 5 applicants. The total <b>SLR 50</b> should be paid by the SP to the Mission/Post prior to raising the invoice. If the SP fails to do so, an amount of <b>SLR 10x5 = SLR 50</b> shall be levied as penalty.</p> |
| 13 | Opening of ICACs as per schedule | The SP shall be responsible for opening all the ICACs as per the timeline prescribed by the Mission along with the requisite infrastructure to the satisfaction of the Mission to ensure smooth taking over of the operations from the previous SP, or in the case of initial outsourcing, to avoid any inconvenience to the Mission or the applicants. | <p>Any delay in opening any ICAC, beyond the timeline prescribed by the Mission, shall result in penalty of <b>SLR 300,000</b> per day per Centre including holidays. Any delay beyond one month period shall lead to forfeiture of the Bank Guarantees pertaining to Performance Bank Guarantee and Premature Termination of Contract. In that event, the Mission/Ministry reserves the right to terminate the Contract and ban the SP from future tenders of the Ministry/Mission for a period of up to five years.</p>    |
| 14 | Working Hours of India           | The SP shall ensure that                                                                                                                                                                                                                                                                                                                                | Any violation may lead to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|    | Consular Application Centre (ICAC) | there shall be 48 working hours per week and 39 working hours for submission/collection of applications at each ICAC unless working hours are changed by the Mission in consultation with the SP.                      | a penalty of <b>SLR 150,000</b> per day, unless commuted or decided otherwise by the Mission concerned in special circumstances.                                                                                                                                                                                                                                                                                                                              |
| 15 | Location of the ICAC               | <p>The SP agrees to ensure that as specified in the RFP, the location of the ICAC must be as per the information submitted in the RFP.</p> <p>Approval of Mission/Post(s) concerned is required in each such case.</p> | Any discrepancies between the offer and actual location of the ICAC, unless specifically approved by Mission will result in a penalty of <b>SLR 30,000</b> per day up to a maximum of two months to rectify the situation, failing which, the Mission reserves the right to terminate the Contract, encashing the Bank Guarantee for premature termination of Contract and a future ban on taking part in tender processes at the discretion of the Ministry. |
| 16 | Size of the ICAC                   | The SP agrees to ensure that the size of each ICAC shall be as per Chapter VII: Scope of Work.                                                                                                                         | Any discrepancies between the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the SP within a period of 30 days. Failing which, a penalty of <b>SLR 90,000</b> per day for the next 30 days will be levied. Any delay beyond this period of 60 days will result in levying                                                                                    |

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|    |                                                                  |                                                                                                                                                                                                                                                                                                                                                             | of penalty at the rate of <b>SLR 180,000</b> per day.                                                                                                                                                                                                                                                                                                                |
| 17 | No. of Counters and Staff to be deployed at ICAC                 | The SP agrees to ensure that the number of counters and Staff at each ICAC shall be as given in RFP OR approved by the Mission/Post(s) concerned and that each counter shall, at all times, be manned by staff with appropriate qualifications. In case, a staff member is on leave, a substitute shall be provided and the Mission shall be kept informed. | Any discrepancies on this account, unless specifically approved by the Mission/Post concerned shall be rectified by the SP within a period of 30 days. failing which, a penalty of <b>SLR 300,000</b> per day for the next 30 days will be levied. Any delay beyond a period of 60 days will result in levying of penalty at the rate of <b>SLR 600,000</b> per day. |
| 18 | Appointment of Centre Manager at each ICAC and a Country Manager | Each ICAC should have a designated Centre Manager who is responsible for the functioning of the ICAC.<br><br>The SP shall also ensure that a Country Manager responsible for operations of all the ICACs in the country concerned is appointed as Head of the ICACs.                                                                                        | Any violation would lead to a penalty of <b>SLR 60,000</b> per week till the matter is rectified.<br><br>A part of the week will be taken as a full week.                                                                                                                                                                                                            |
| 19 | Overall Turnaround time at the ICAC                              | The SP agrees to ensure that the overall processing time for a CPV Service at the ICAC shall not exceed 30 minutes from the time of entry into ICAC (token generation) to the time of generation of submission receipt for the applicant.<br><br>Clear audit trails of these times shall be made available to the                                           | Violation between 10% to 20% of cases per day shall entail a penalty equivalent to 50% of the Service Fee collected by the SP for the service rendered during that day. Violation beyond 20% of the cases shall entail a penalty equivalent to the full Service Fee collected on that day<br>Non submission of audit                                                 |

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|    |                                                                                                                                                        | Mission/Post(s) concerned on a daily basis.                                                                                                                                                                                                                                                                                                                                      | trials shall entail a penalty of <b>SLR 30,000</b> per day till the submission of the same.                                                                                                                                                                                                                   |
| 20 | Waiting time at the call centre for telephonic queries                                                                                                 | <p>The SP agrees to ensure that the telephonic queries shall be responded to from <u>9 A.M. to 8 P.M</u> on all working days with updated information on a real-time basis. Waiting time shall not exceed 3 minutes.</p> <p>A daily log indicating the waiting time and the handling time for each call shall be provided to the Mission/Post(s) concerned on a daily basis.</p> | <p>Cases of call drops and delays in answering calls exceeding the agreed time by 20% of the total number of calls, shall attract a penalty equivalent to <b>SLR 600</b> per delayed call.</p> <p>Non-submission of the daily log may lead to a penalty of <b>SLR 30,000</b> per day till the submission.</p> |
| 21 | Email queries                                                                                                                                          | <p>The SP agrees to ensure that all email queries shall be answered within 24 hours, except in the case of queries that require consultation with the Mission, where they shall be answered in 48 hours.</p> <p>SP agrees to provide a weekly log of details of emails received and answered.</p>                                                                                | <p>Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) shall attract penalties equivalent to <b>SLR 600</b> per delayed response.</p> <p>Non submission of weekly log may lead to a penalty of <b>SLR 60,000</b> per week till the submission</p>               |
| 22 | Five stage Website Tracking Mechanism for passport services. The tracking stages could be fewer than five stages for visa services as per requirement. | <p>The SP agrees to ensure that the status of processing and movement of documents shall have the following checkpoints, to be updated on a real time basis:</p> <p>a) Acceptance of</p>                                                                                                                                                                                         | <p>Any violation shall lead to levying of a penalty equivalent to Service Fee of the SP for the service rendered to the applicant.</p> <p>(SP is responsible for</p>                                                                                                                                          |

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|    |                                                   | <p>application form in the ICAC</p> <p>b) Dispatch of application form with documents to the Mission</p> <p>c) Processing in the Mission</p> <p>d) Receipt of documents from the Mission</p> <p>e) Dispatch of documents to the applicant giving details for tracking</p> | installing such a system that reflects real time status).                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 23 | Provision of Courteous Services to the Applicants | The SP agrees to extend courteous services to the applicants and will not allow any acts of omission/commission which will bring displeasure or unpleasantness to the applicants or bring disrepute to the Mission or Government of India.                                | <p>Any complaints of discourteous behaviour shall lead to levying of penalty equivalent to <b>SLR 30,000</b> in each instance on the SP. A written apology shall be tendered by the staff of the ICAC to the Mission concerned for discourteous behaviour.</p> <p>Violations beyond three times shall result in levying of penalty at the enhanced rate of <b>SLR 60,000</b> in each case. Repeated violation (beyond three) by the same staff member of SP shall result in termination of his/her services.</p> |
| 24 | Premature Termination of Agreement                | The SP shall give an Advance Notice of six months to the Mission for termination of the Contract by giving reasons for the same.                                                                                                                                          | Violation of this clause shall lead to forfeiture of the Bank Guarantee provided to the Mission in this regard.                                                                                                                                                                                                                                                                                                                                                                                                  |
| 25 | Acceptance of Incomplete Documents                | The SP shall be responsible to accept application forms after due scrutiny as per the checklist approved by the                                                                                                                                                           | The SP shall ensure that completed documents are re-submitted to the Mission at the latest within a period of ten working                                                                                                                                                                                                                                                                                                                                                                                        |

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|    |                                                                        | Mission/Post(s).                                                                                                                                                                                                                           | days, failing which a penalty equivalent to twice the Service Fee of the service sought by the applicant shall be levied.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 26 | Return of Documents without giving the reasons in writing              | There should be no case of returning/non-acceptance of the document without giving the reasons in writing.                                                                                                                                 | Any violation shall lead to the levying of a penalty equivalent to <b>SLR 15,000</b> in each case.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 27 | Payment of penalties (Operational penalties)                           | The SP agrees to make payment of penalties as indicated in the Request for Proposal (RFP)/Agreement and shall also make payment of additional penalties, wherever specified, for any delay in payment of penalties imposed by the Mission. | In case, penalties are not paid within seven working days from the date of written communication from the Mission/Post concerned, additional penalties will be imposed on a cumulative basis @ 0.5% of the penalty amount payable per day, including holidays if reasons for such delays are not acceptable to the Mission/Post.<br><br>In the case of non-payment of penalties for a period exceeding four weeks, Mission shall have the right to encash the Bank Guarantees as appropriate. In that event, Mission also has the right to terminate the Contract by encashing the BG for Premature Termination of Contract and ban the company from future tenders of the Mission/Ministry. |
| 28 | Recoupment/ Replenishment of Bank Guarantees by the SP in the event of | The SP agrees to ensure that in the event a bank guarantee is encashed by the Mission, the SP shall                                                                                                                                        | Any violation shall entail a penalty equivalent to 10% of the Bank Guarantee to be recouped per week.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|       | encashment of Bank Guarantees by the Mission                                                            | recoup that Bank Guarantee within two weeks of its encashment.                                                                                                                                    | Continued non-payment/recoupment may lead to encashment of all the Bank Guarantees, termination of Contract and a ban on participation in future tender process.                     |
| 29    | Non-availability of hunting CCTV live feed                                                              | The SP agrees to ensure that they shall provide hunting CCTV live feed of the ICAC to the Mission.                                                                                                | Any violation shall entail a penalty equivalent to the number of days of non-availability multiplied by SLR 30,000.                                                                  |
| 30A   | Online appointment system with live tracking                                                            | The SP agrees to provide online appointment system with live tracking.                                                                                                                            |                                                                                                                                                                                      |
| 30B A | Smart Queue management system linked with appointment system                                            | The SP agrees to provide Smart Queue Management (SQM) system linked with the appointment system.                                                                                                  |                                                                                                                                                                                      |
| 30C   | Access to the Online Appointment System                                                                 | The SP agrees to provide admin credentials of the appointment system to the Mission/Post for the live monitoring of online appointments to applicants.                                            |                                                                                                                                                                                      |
| 30D C | Whats app bot/Chatbot                                                                                   | The SP agrees to provide a WhatsApp bot/Chatbot                                                                                                                                                   |                                                                                                                                                                                      |
| 30 E  | Digital CSAT at ICAC integrated with the appointment system                                             | The SP agrees to provide digital Customer Satisfaction Rating(CSAT) feedback system at each Counter of ICAC.                                                                                      |                                                                                                                                                                                      |
| 31    | No outsourcing/No sub-contracting of CPV services by SP on commission or royalty or on any other basis. | The SP agrees to ensure that he/she shall not further outsource any CPV services to any person/company or entity on commission or royalty or on any other basis. No sub-contracting is permitted. | In case of violation on this account, the Mission has the right to terminate the Contract, encash the Bank guarantee and impose a ban on taking part in tender processes, in future. |
| 32    | Delay in submission of website certification.                                                           | The SP agrees that he/shall obtain and submit                                                                                                                                                     | Any delay beyond the prescribed period shall                                                                                                                                         |

|    |                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                |
|----|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                | the requisite website certification within 3 months from the date of award of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                             | entail a penalty of <b>SLR 150,000</b> per day till the time the certificate is furnished to the Mission concerned.                                            |
| 33 | Delay in submission of Insurance Policy in respect of the ICAC | The SP shall agree that he/she obtain and submit to the Mission the requisite Insurance in respect of the ICAC within 3 months from the date of award of Contract and will renew it appropriately.                                                                                                                                                                                                                                                                                                                                                  | Any delay beyond the prescribed period shall entail a penalty of <b>SLR 150,000</b> per day till the time the Insurance is furnished to the Mission concerned. |
| 34 | Delay in submission of Third-Party Audit Report                | The SP must conduct a Third-Party Audit of processes and procedures of the Work on annual basis and send a report to Ministry and relevant portions to Mission concerned within one month of the completion of the annual period.<br>In the first year of operation, the Report for the first six month of operation shall be submitted in the next one month. Similarly, the Report for the next six months will be submitted by the end of following month. Thereafter, the yearly report shall be submitted within one month of its falling due. | Any delay beyond the prescribed period shall entail a penalty of <b>SLR 150,000</b> per day till the time the Report is furnished to Mission concerned.        |
| 35 | Delay in submission of Bank Statements                         | The SP shall submit a statement of transaction from the bank on a weekly basis to the Mission concerned.                                                                                                                                                                                                                                                                                                                                                                                                                                            | Any delay beyond the prescribed period shall entail a penalty of <b>SLR 150,000</b> per day till the time the Report is furnished to Mission concerned.        |



|    |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                  |
|----|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 36 | Adverse Security Report                            | Ministry reserves the right to carry out security verification of all the Board Members and Directors of the SP. In case of joint venture or consortium, the security verification in respect of all the Board Members and Directors of such companies shall be done                                                                                                                                                                                            | In case of adverse security report, the Ministry reserves the right to take appropriate action including termination of the contract.                                                                                                                                                                            |
| 37 | 4 SMS updates for applications.                    | The SP should mandatorily provide 4SMS updates for application received in person at ICAC as well as Mission/courier applications:<br>i) on receipt of application in the ICAC,<br>ii. On dispatch of documents to the Mission,<br>iii. on receipt of documents in the ICAC from the Mission and iv. Intimation of dispatch to applicant by Post/courier.<br>All these information should also be uploaded to the website tracking system on a real-time basis. | More than five instances in a month of failure to provide SMS service/updates may lead to warning to the SP. After five instances in a month, each case will entail penalty of <b>SLR 7,500</b> .                                                                                                                |
| 38 | Delay in the availability of appointment at ICACs. | SP should ensure that the appointment slots are available for submission within 05 working days.                                                                                                                                                                                                                                                                                                                                                                | If two warnings given to the SP remain unheeded, violations may lead to the imposition of penalty @ <b>SLR 60,000</b> for the first time of such violation, <b>SLR 150,000</b> for the second violation, <b>SLR 300,000</b> for the third violation and any further violation may lead to encashment of the Bank |

|     |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                            |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                       | Guarantee and termination of the Agreement.                                                                                                                                                                                                                                                                                                                |
| 39  | Phone calls rate after the free prescribed time limit (five minutes).                                                                                                                 | Service Provider can charge normal call charges after the prescribed free time limit (five minutes). Special / higher call charges are not permitted.                                                                                                                                                                                 | If two warnings given to the SP remain unheeded, violations may lead to the imposition of penalty <b>SLR 60,000</b> for the first time of such violation, <b>SLR 150,000</b> for the second violation, <b>SLR 300,000</b> for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement. |
| 40a | Refunds towards Incomplete applications.<br><br>Incomplete applications may be retained by SP for a period of twenty-one working days to enable corrections and rectify deficiencies. | SP should submit the completed applications to Mission/Post at the latest within a period of ten working days.                                                                                                                                                                                                                        | Any delay beyond the prescribed period shall entail a penalty equivalent to twice the Service Fee of the service sought by the applicant per application shall be levied.                                                                                                                                                                                  |
| 40b | For those applications where no-responses have been received within 21 days from the date of intimation to the Applicant or applications which remain incomplete after 21 days.       | The applications shall be duly returned to the applicant along with refund of the GoI fees after deducting bank/agency charges, if any, within one month. The charges for returning the applications, if not collected in person, should be borne by the Applicant. The service fee can be retained by SP in full and non-refundable. | Any delay beyond the prescribed period in refunding the amounts due shall lead to levying of a penalty equivalent to twice the amounts retained by the SP per application.                                                                                                                                                                                 |

|     |                                                                                                                                                |                                                                                                                                                   |                                                                                                                                                                 |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 40c | The status of the applications inter alia pointing out to any deficiencies shall be updated in the portal's tracking system at all the stages. | A consolidated list of all incomplete applications should be shared with the Missions/Post on monthly basis. Any violation shall entail penalty.  | Non submission of consolidated list of incomplete applications on monthly basis may lead to a penalty of <b>SLR 60,000</b> per week till the submission.        |
| 41  | Delay in submission of monthly certification regarding personal records of applicants.                                                         | The SP agrees to submit the requisite monthly certification that it does not hold any personal records of applicants beyond the stated limit.     | Any violation on this account shall lead to penalty of <b>SLR 150,000</b> on monthly basis till submission of monthly certification.                            |
| 42  | Delay in effecting changes in website/ appointment portal prescribed by the Mission.                                                           | The SP shall make requisite changes in website/ appointment portal prescribed by the Mission immediately.                                         | Any violation on this account shall lead to penalty of <b>SLR 60,000</b> per day till the time all required changes are made in the website/ appointment portal |
| 43  | Unauthorised changes in content of website/ appointments portal without Mission/Post approval.                                                 | The SP shall not make any change in the content its website/ appointments portal in the Mission/Post without prior approval from the Mission/Post | Any violation on this account shall lead to penalty of <b>SLR 60,000</b> per day till the unauthorised changes are removed from the website.                    |
| 44  | Delay in enabling generation of reports by the Mission/Post as prescribed by the Mission.                                                      | The SP shall enable the Mission/Post to generate reports, as prescribed by the Mission immediately.                                               | Any violation on this account shall lead to penalty of <b>SLR 60,000</b> per day till the time requisite access is provided.                                    |

*Note: The above-mentioned list of service levels and penalties is illustrative and not exhaustive. Repetitive violations of the terms and conditions of the RFP/Agreement may lead to encashment of Bank Guarantee and termination of the contract.*

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## CHAPTER XII: DISPUTE SETTLEMENT MECHANISM

1. If a dispute arises out of or in connection with the obligations contained in the Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, the Parties shall resolve the same amicably between them. In the event the Parties are unable to resolve their dispute amicably, the following dispute resolution procedures shall apply:
  - a. Any dispute or grievance not resolved amicably, shall be forwarded by SP to the Monitoring Committee which shall be headed by HOM/DHC/DCM of the Mission as Chairman. The Monitoring Committee shall also include the Head of Chancery and up to two members from the Mission/Post(s) concerned, as considered necessary by the Chairman. A representative of the SP may also be a member of the Monitoring Committee. The formation of the Monitoring Committee shall be at the discretion of the HOM/DHC/DCM. After giving an opportunity of being heard to the SP, the Monitoring Committee shall consider the matter and give its decision thereon in writing.
  - b. If the dispute is not resolved at the level of the Monitoring Committee or within three months from the date of bringing the dispute to the Monitoring Committee, whichever is earlier, the dispute may be referred to the Appellate Authority in the Ministry. The Appellate Authority shall be headed by the Secretary/Additional Secretary or their nominee not below the rank of Joint Secretary as Chairman and the Joint Secretary (CPV), one officer not below the rank of Director in the CPV Division; one officer from the Finance Division not below the rank of Deputy Secretary; one officer from the Administration Division not below the rank of Under Secretary, as members.
  - c. If the dispute is not resolved in the Appellate Authority, the Parties may submit the dispute to Arbitration under the Delhi International Arbitration Centre (DIAC) in accordance with DIAC (Arbitration Proceedings) Rules, 2018, as amended from time to time. In the Arbitration, before DIAC the applicable law shall be Indian law for all purposes, both substantive as well as procedural. The working language of the Arbitration shall be English. The seat of Arbitration shall be in New Delhi. The decision of the Arbitration Tribunal shall be final and binding on the Parties.
2. It is, however, made clear that any dispute between the SP and its partner/local partner shall be the sole responsibility of the SP. Similarly, any problem arising out of a such dispute that may affect the outsourcing of CPV services shall be the sole responsibility of the SP. Mission/Ministry shall not, in any manner, be responsible for such a dispute and in the event of such a dispute affecting the CPV services in the concerned Mission, the penal provisions indicated in this RFP shall be applicable.

### 3. **FORCE MAJEURE**

- (i) Any delay or failure in performance by either Party here under shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purpose of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, floods, explosions, riots, wars, hurricanes, sabotage, accident, governmental acts, the restriction imposed by the Government or other statutory bodies, injunctions, labour strikes other than those of the Service Provider, which is beyond the control of the bidders, which prevented the Parties from discharging their functions under this Agreement.
- (ii) The bidder shall advise MEA/Mission/Post in writing the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of events as listed in the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, MEA reserves the right to cancel the agreement without any obligation to compensate the bidder in any manner for whatsoever reason.
- (iii) In COVID-19 pandemic-like situation the Service Provider would be required to provide minimum specified services as per requirements of the Mission and as may be permissible under the applicable State laws. However, the Mission/Ministry will not have any liability to compensate the Service Provider.

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

- (i) Mission reserves the right to terminate the Agreement at any time by giving two months' advance notice to the SP. However, Mission shall also have the right to terminate the Agreement by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws, non-compliance of taxation laws in **Sri Lanka**, and in such case shall have the right to encash the Bank Guarantee for Premature Termination of Contract. Termination will have effect from the date of notification unless there is a specific statement to the contrary in the notice of termination.
- (ii) The SP will have the option to terminate the Agreement by giving 06 (six) months advance notice to the Mission and Post, with reasons for termination of Agreement to be accepted by Mission/Post/Ministry. The Mission/ Post reserves the right to impose a financial penalty as prescribed under Chapter XI: Service Level Metrics /Penalties, in case the SP terminates the Agreement without providing six months' termination notice.

- 5. In the event of implementation of a 'Visa Free' regime mutually between the

Government of India and the Government of (Name of the country), the Government of India/Mission/Ministry shall not have any liability to compensate the SP on account of any shortfall in the visa applications.

6. In the event of liberalization of the e-Visa regime or any other liberalized visa regime after the floating of the RFP or during the period of the Agreement, the Government of India/Mission/shall not have any liability to compensate the SP on this account.
7. Ministry/Mission will not have any liability to compensate the Service Provider if the agreement is annulled due to the outcome of litigation in Court.
8. In the unlikely event of a break-down of diplomatic relations between the Government of India and the Government of **Sri Lanka**, or in the event of a serious security threat perception that may necessitate the winding up of consular operations in the country, the Mission shall terminate the Agreement at one week's notice without any liability to the Government of India / Mission.
9. Agreement once signed, cannot be surrendered by the SP for any reason whatsoever. However, the SP has the option to terminate the Agreement as per the provisions of the Agreement/RFP.
10. If the SP after receiving show cause on account of non-performance of its obligations under the Agreement or the payment of penalty, surrenders the Agreement or gives notice shorter than six months for termination of the Agreement, it shall be treated as premature termination of the Agreement and the Mission shall have the right to encash bank guarantee for pre-mature termination of Agreement as provided under chapter XI: Service Level Matrix /Penalties and may also be debarred for a period of up to five years from participating in any tender process of the Ministry/Mission(s) abroad

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## CHAPTER XIII: CONFIDENTIALITY AND PRIVACY LAWS

- i. SP shall strictly adhere to data and information security standards as set by the Mission/Post, NIC, and Global Passport Seva Project (GPSP) team and to implement the modifications in the standards/procedures as and when prescribed by Mission/Post, NIC, and GPSP team. These include but not limited to, strict control of access to data collected from the applicant and maintaining confidentiality of information gained during the process.
- ii. Data of any applicant obtained by the SP is confidential and must not be disclosed or shared with any third party without the consent of the Mission/Post. The SP shall ensure complete confidentiality of the information provided by the applicants; for the safe custody of all documents; and will further ensure that the information provided by the applicants it is used for no other purpose than the processing of the applications in conformity with Indian and local laws. The SP shall indemnify the Mission in the event of any leakage of such information, or loss of passports/documents, during handling of the Consular Application services by it, its staff or its assigned personnel and any consequential claim made by the applicant/applicants or any local Government authority. Every incident of loss of passports/documents shall invite a penalty of **SLR 300,000** per passport or document lost/damaged. In addition, the entire cost of replacement and expenditure on legal and related issues including penalties imposed by any judicial, quasi-judicial body and legal costs claimed by the applicant in this regard shall be borne by the SP.
- ii. The SP shall ensure access of authorized officials from the Mission/Post(s) to visit and inspect ICAC premises, equipment and documents.
- iii. The SP shall ensure that its officials, staff and sub-contractors do not represent themselves as an official or agency or organ of the Mission/Post/Ministry or of the Government of India. Any violation in this regard will result in the imposition of penalties against them as provided in the RFP/Service Level matrix and Penalties.
- iv. Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval of the Mission. All material supplied to the Mission/Post(s) in relation to the Bidding Company's proposal becomes the property of the Mission/Post(s) and may not be returned to the Bidding Company unless requested in writing beforehand and agreed to by the Mission.
- v. The SP is fully responsible for the security and confidentiality of personal and biometric data of applicants seeking services in the ICAC and must ensure strict compliance with relevant laws in operation.

- vi. The SP is required to comply with all national laws of the country of its operation related to privacy and data security. The SP is solely responsible for any breach/violation of the local laws in this regard and would in no way seek the involvement of the Mission/Ministry in any form, whatsoever.
- vii. The Mission will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'Confidential'. However, subject to the Right to Information (RTI) Act 2005 of the Government of India, Mission may be required to release information supplied in this RFP in accordance with the provisions of that Act or by an Order of the Courts in India.
- viii. The information in this RFP, or otherwise supplied by the Mission or any of its representatives, is to be kept Confidential except to the extent already publicly available or authorized by the Mission/ Ministry

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## CHAPTER XIV: SENDING BIDS TO THE MISSION

1. The Bids should be sent to the Mission as explained below:
  - (a) The proposal should be addressed by name to "Head of Chancery, High Commission of India, **36-38 Galle Road, Colombo-03** and sent so as to reach before the due date. The Bids must be submitted in a secure package in the following manner and as per the format below:
    - (i) **Envelop 1:** A separate closed envelope containing Bank Guarantee (BG) for Earnest Money Deposit (EMD). *Bids received without EMD will be summarily rejected.* The bidding company should submit the amount /BG on its own without any involvement of any third party. BG provided by a third party on its behalf is not acceptable.
    - (ii) **Envelop 2:** A separate closed envelope containing the Technical Bid comprising of Bid Cover Letter and declaration (Annex F), Mandatory Eligibility Criteria (Annex D), Technical Bid (Annex J) and a Declaration by the Bidder (Annex E). All these annexures should be duly filled in. Four copies of the technical bid along with soft copy (Microsoft Word format) in a CD, to be enclosed.
    - (iii) **Envelop 3:** A separate closed envelope containing Financial Bid (Annex K) duly filled in. The Financial Bid should be in the format prescribed, as indicated in Annex-K.
    - (iv) The proposal must contain the information required by the RFP, in original, signed by an authorized representative of the Bidding Company. Faxed or e-mailed proposals shall not be accepted.
    - (v) All the above three envelopes should be superscribed with titles indicated in bold letters and sealed and placed in a larger envelope, securely and superscribed as 'Tender Documents for Outsourcing of CPV services at High Commission of India, **36-38 Galle Road, Colombo-03**'. The proposal must be received by 1500 hours (Local Time) on 26.12.25. The Technical Bids will be opened on the same day 26.12.25 at 1630 hours (Local Time) in the presence of the authorized representatives of the Bidding Companies (limited to one person per bidding Company only) at the High Commission of India, **36-38 Galle Road, Colombo-03**.
3. The receipt of the proposal will be duly acknowledged as and when received.
4. All requests for further information/queries related to this RFP may be sent to the following email id: [admn3.colombo@mea.gov.in](mailto:admn3.colombo@mea.gov.in) with the subject title: "Tender Documents for Outsourcing of CPV Services."

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## CHAPTER XV: SELECTION OF BIDDERS/ AWARD OF CONTRACT

The bids will be opened in two stages, as under:

### A. Stage 1: Technical Bids

- I. The following envelopes will be opened in the First Stage/Technical Bid Evaluation:
  - (a) **Envelop 1:** A separate envelope containing Bank Guarantee (BG) for Earnest Money Deposit (EMD). Bids received without EMD will be summarily rejected. The bidding company should submit the amount /BG on its own without any involvement of any third party. BG provided by a third party on its behalf is not acceptable.
  - (b) **Envelop 2:** A separate envelope containing the Technical Bid comprising Bid Cover Letter and declaration (Annex F), Mandatory Eligibility Criteria (Annex D), Technical Bid (Annex J), and Declaration by the Bidder (Annex E).

### II. Technical Bid Evaluation:

- a. In the first stage, only envelopes 1 and 2 mentioned in the preceding para, containing the Bid Security Deposit and the Technical Bid, along with the prescribed Annexes, will be opened on the appointed date and time, in the presence of the bidding companies (one representative each) and members of the Mission's Outsourcing Committee and shown as a token of receipt of the documents in time. The sealed envelope containing the Financial Bid will be shown to the members present, but will not be opened at this stage.
- b. The representatives of the Bidding Companies will sign a statement as per proforma prescribed by the Mission as a token of confirmation of the documents having been received in the Mission in time. Tender documents received after the scheduled time will not be considered.
- c. The bids that are not accompanied by the Bid Security Deposit and a separate envelope for the Financial Bid will be summarily rejected.
- d. The Technical Bids will be examined and evaluated by the Outsourcing Committee formed by the Mission, subsequently in the Chancery on the basis of responses to the RFP and presentation made by the bidding company. Technical Bids that do not fulfill the mandatory eligibility criteria as per Annex-D will be disqualified.
- e. Bidders are required to make Presentation(s) at the time of evaluation of Technical Bids as per the date and time fixed by the Mission to enable the Mission to evaluate the Bidding Company's understanding of the requirements and to assess

the Company's ability to meet them through the solution proposed in the bid. The Presentation should precisely describe how the bidder will provide for each of the main requirements indicated under 'Scope of Work and Deliverables Required' (including operational systems & infrastructures and Application Facilitating Services) and capacity for flexibility in service provision e.g. a sudden increase in demand, details on the proposals for managing risks and contingencies, Quality of the website and Grievance Redressal Arrangement and Analysis, etc.

- f. Proforma for evaluation of Technical Bids is enclosed as Annex-J. Bidding companies should fill up the details carefully without omitting any item(s) in text form only. Any tables, charts, or photos may be enclosed as Annexures (indicating the Name of the Bidding Company, page number, etc). Marks will be given as per the Mission's judgment on the basis of information provided by the bidding company in Annex-J and the explanation provided during the presentation made by the bidder. For Detailed Scoring Criteria, refer to the Technical Evaluation Proforma in Part-III of Annex-J. Incomplete responses by the Bidding Company to the details requested would lead to the rejection of the Technical Bid as unresponsive.
- g. Bidding companies that do not obtain a minimum 70% Qualifying marks (i.e. 70 marks out of total 100 Marks) in the technical evaluation as per Annex-J will not be considered for qualification to the Financial Bid evaluation stage (i.e. Stage 2).

## **B. Stage 2: Financial Bids**

### **Following envelopes will be opened in the Second Stage/Financial Bid Evaluation:**

- I. A separate envelope (**Envelop-3**) containing Financial Bid (Annex K) duly completely filled in, should be in the format prescribed

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

- a. The Financial Bids (Annex K) of only those bidders who qualify in the technical evaluation (i.e. Stage 1) shall be opened at this stage. The Financial Bid(s) of the Bidding Company(ies) disqualified in the Technical Bid stage will not be opened. The Financial Bid in sealed condition will be returned to the Bidding Company unless deemed by the Mission as required for investigation purposes. The Bidding Companies that did not qualify in the Technical Bid stage will be informed of the reason(s) for their disqualification by email. The Earnest Money Deposit of the technically disqualified will be returned not later than thirty days from the date of finalisation of the technical evaluation.
- b. In the financial bid stage (II), financial bids (Annex-K) shall be opened only after

completion of security verification by the Ministry in respect of all bidders who have been declared technically qualified. Financial bids of companies that are not cleared from the security angle, as decided by the Ministry, shall not be opened.

- c. Before the opening of the Financial Bids, the marks obtained by the various bidders in the Technical Bid stage will be communicated by email.
- d. Bidding companies, that have qualified in the Technical Bid stage and are cleared from the security angle by the Ministry, 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. Prices quoted by bidders for the 'Service Fee' as per Annexure K will be disclosed to all the bidders
- e. The Lowest Financial Bid (L1) will be determined based on the Service Fee quoted by the bidders, as per Annexure-K of this RFP. The bidder who has quoted the lowest 'Service Fee' will be ranked as L1 and the contract will be awarded to the L1. In the case of a tie, where more than one company has quoted the same Service Fee, the Bidding Company graded higher in the evaluation of Technical Bids will be declared L1.
- f. Announcement of the result of Financial Bids will be conveyed 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 to the concerned bidders by email.
- g. The result of financial bids and the award of the Contract to the winning company (L1) will be published on the website of the Mission.
- h. In the case of the Bidding Company which has been awarded the Contract, the EMD will be returned only after submission of the requisite Bank Guarantees (BGs) and signing of the Agreement. After accepting the award of contract, If the Company fails to sign the Contract along with the BGs or fails to complete the procedures for opening the ICACs as per the schedule stipulated by the Mission, for any reason whatsoever, the Earnest Security Deposit (EMD) will be retained by the Mission and the Company will be banned/debarred for a period of up to five years from participation in future tender processes of the Ministry/Mission(s).

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

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

1. The SP must ensure the following:

### **Within 30 Days - Signing of the Agreement**

- a. The signing of the Agreement between the Mission and SP - within thirty working days of the issue of the Letter of Intent or within such time limit as may be specified by the Mission.

### **Within 14 Days of signing of the Agreement**

- b. Selection/Finalization of ICAC premises and approval of the Mission for the same – within fourteen working days of the signing of the Agreement or within such time limit as may be specified by the Mission. SP must certify and provide documentation from concerned authorities that all local regulations of the Country/City are being complied with. The ICAC must be located in a reputed area where security is not an issue, and is easily accessible by public transport. In other cities where the Mission is not located), the ICAC must be in a reputed area as mentioned above.
- c. 14 days after signing of the Agreement, the Mission will evaluate the situation. The Mission must be provided status of progress achieved every other day in writing in accordance with the timeline of implementation set by Service Provider. If not satisfied with the progress made by the Service Provider to commence the services, the Mission will have the right to terminate the Agreement and encash the Bank Guarantee (BG) provided for premature termination of the Contract. In such an event, the Agreement for the country as a whole will be awarded to any of the remaining SP as per the discretion of the Ministry/Mission.
- d. Simultaneously, personnel for ICAC must be selected, and trained, and should be in place within 14 days of signing of the Agreement. The SP must provide employee details along with their qualifications/experience together with a copy of the employees' contract signed with SP.

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

- e. Readiness of ICAC premises including installation of new hardware, new furniture, signage, etc. - within 21 days of signing of the Agreement.
- f. Personnel selected for ICAC must be available to the Mission for training for 5

- days in the Mission -
- g. The SP may endeavour to get their personnel trained from the outgoing SP at the Mission concerned.
  - h. Full services at the Indian Consular Application Centre (ICAC) shall commence within one month of signing the Agreement or at the earliest possible. Also, the submission counter at Mission/Post shall be made operational, as specified by the Mission/Post
  - i. The timeline is only indicative in nature as per the proposed date of starting of operation by the selected SP and can be modified by the Mission/Post as per their administrative requirements and to meet with the deadline of the expiry of the existing Agreement or positioning of the new SP etc.

| Sl. No. | Milestone                                                        | Time for Completion                             |
|---------|------------------------------------------------------------------|-------------------------------------------------|
| 1       | Signing of the Agreement between the Mission and SP              | Within 30 days of issue of the Letter of Intent |
| 2       | Identification & Selection of Premises                           | Within 14 Days of signing of the Agreement.     |
| 3       | Parallel placement of Personnel                                  | Within 14 Days of signing of the Agreement.     |
| 4       | IT & Non-IT Infrastructure Installation                          | Within 21 Days of signing of the Agreement.     |
| 5       | Manpower training & handshake with the previous service provider | Within 21 Days of signing of the Agreement.     |
| 6       | Operations & Implementation                                      | Within one Month of signing of the Agreement    |

### **Delay in opening ICACs**

- i) Any delay in opening ICACs beyond the appointed date shall entail a penalty as given in Chapter XI of the RFP. Mission has the right to encash the Bid Security Deposit/Bank Guarantees depending upon the quantum of penalty if the above penalties are not paid within one week of imposition. Mission has the right to blacklist the bidding company/SP from participating in the future tenders of the Mission/Ministry.
- ii) The Mission has the power to waive any period of penalty or amount of penalty on the basis of reasons provided by the SP.

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

1. The Agreement shall be valid for three years from the date of signing of the Agreement. There shall be a review of the performance of the SP and the agreement after each completed year. Any shortcomings or shortfalls in the performance of the SP shall be rectified by it as per the directions of the Mission/Post. In case of continued shortcomings/non-performance, the Mission/Post reserves the right to impose penalties including the termination of the Agreement.
2. The Mission/Post has the right to terminate the contract if, during the review process, it is found by the Mission/Post that the services rendered by the Service Provider did not meet the standards of quality and efficiency of the services expected of the SP as per the RFP and the Agreement.

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

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

| Sl. | Annex   | Title                                   | Page No. |
|-----|---------|-----------------------------------------|----------|
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## **Annexure- A**

### **Technical Specifications for Digitization of CPV Documents**

#### **1. Deliverables**

Scanning/ Digitization work of relevant documents has to be carried out as part of the services rendered for the Indian Mission. All the infrastructure/ manpower shall be under the ownership of the vendor. This scanning shall be part of application processing, which means the scanned documents need to be submitted to the Mission, at the time of submission of applications to the Mission. Scanning/ Digitization work of Consular applications as per the specifications below. Uniform and Standardized software should be used for image processing. (The image processing should ensure that the quality and the content of the image are maintained intact). The data is to be provided to the Mission by uploading on the designated server and also through DVD (as decided by the Mission). While DVD storage is one of the desirable formats, the vendor should ensure to store in any magnetic media viz., Hard-Disks, high-volume Pen drives etc. (as per the requirement of the Mission), At any point in time the documents should be retrieved. The vendor should ensure upward revision of storage. Password protection of data shall be as per requirements defined by the Mission.

#### **2. Job Specifications**

The project is inclusive of jobs like all statutory levies, transportation, taking over documents, re-arranging, stapling–de stapling, scanning/ verification - validation/ Meta-data entry, handing over and finally supplying the contents in the DVD media, rebinding of the documents etc. The empaneled vendor has to scan the documents which may be in the form of loose sheets, files, and registers. At the end of the job, the vendor needs to return the documents in their original shape. Bound documents, unless otherwise permitted should never be unbound. Such documents would be scanned by the vendor using appropriate Book-Scanning devices.

#### **Jobs Specifications are as follows:**

- Job 1: Scanning one page of size A3/A4 with minimum of 200 DPI.
- Job 2: Scanning one page of size A2 with minimum of 200 DPI.
- Job 3 Scanning of one passport-size coloured photograph and/or Signature

with 200 DPI.

Job 4: Entering Meta-data of about 300 Characters (pertaining to each case) with 100% accuracy. [Wherever necessary, such metadata can increase up to 500 characters]. The 300 characters should capture the essence of the document under global prescribed standards.

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

Job 6: Image conversion to PDF format. In future, GoI may ask for a digital signature on these documents. The PDF files thus created should (in future) be capable of including DIGITAL SIGNATURE CERTIFICATES. The PDFs thus created should be capable of being read by Adobe Version 5 and above, apart from being possible to integrate with PDF readers other than Adobe.

- i. The vendor needs to arrange the retrieval software also. The retrieval software should have the provision to retrieve the image file on the basis of any Indexing field.
- ii. Depending upon the document, the vendor may have to use OCR/ICR setups. The desired accuracy will be 99%. The accuracy shall be verified at random of at least a 1:10 ratio.
- iii. Password for the DVD needs to be communicated in writing to the respective Indian Missions. The frequency for change shall be decided by the respective Mission.
- iv. The vendor needs to maintain the backup media for a period of 12 months. The scanned documents shall be seamlessly moved to the central system online. The fields to be indexed/OCR/ICR will be in English only. The vendor shall reconcile the documents before handing them over back to the concerned Indian Mission.
- v. No hardware shall be provided by the Ministry /Indian Mission.
- vi. 100% accuracy is mandatory in indexing, which shall be verified against the scanned image. The Ministry shall evaluate accuracy on random verification basis. If the image quality is poor or if the document digitized is not properly readable, the same rejection conditions apply.

### **3. Specification of images:**

1. Should be black and white at 200 DPI with a size not exceeding 1000KB

per page.

2. The average page size should not exceed 100kb excluding the pages having a photograph.
3. Images should be de-skewed.
4. Images should be checked for black borders.
5. The first page with a photograph of the application should be scanned in both colour and black and white.
6. All pages in an application should be scanned as available in the file.
7. Once the files are scanned, the SP should put all checks in place so that the quality of the Images is further enhanced.
8. Password protection of images/artifacts shall be provided as per the requirement of the Mission.
9. Each scanned file should be linked to the meta-data of the application file reference number.
10. DVD Naming nomenclature should be followed as per the requirement of the Mission.
11. The DVD/other media like Pen Drive etc., the format of submission is an indicative process. In future, the Ministry can ask the SP to submit live to the central system and /or submit the same in any other form of magnetic media, as found appropriate at the time of execution of the system
12. All blank pages should be deleted
13. The photograph should be cropped, extracted from the colour image of the first page and appended at the end of the PDF file from the colour image of the first page of the application.
14. The final PDF output created by the SP should have the pages in the following order:
  - i) Receipt
  - ii) Main Application form
  - iii) All supporting documents available in the file
  - iv) Cropped colour photograph from the first page.

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

- a. File Reference Number
- b. Date of Application
- c. Issue Date
- d. Passport Number/Visa Number *[Depending on the service for which the application has been accepted]*
- e. Applicant Name
- f. Father's Name
- g. Gender
- h. Date of Birth

The vendor should match the data created by them with the existing electronic record of the Government. While matching this data, the preference should be given to the existing electronic data (if it exists), as the same data is already printed on the issued documents like Passport, Visa etc. In instances where the vendor comes across records which do not match with the master data, the vendor needs to enter data for all the parameters mentioned above as it is. PDF for the matched records should be named as the File Number mentioned on the Cash Receipt or the application form e.g. USANG1484808.pdf where the first 4 alpha "USAN" is the Site code and "G1484808" is the File number (File number should be 1 alpha and 7 numeric where the last 2 numeric "08" is the year). In case the numeric is less than 7 preceding 0's should be used. PDF for the unmatched records should be named using a unique sequential number for each site.

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

For each Category for documents (Passport, Visa), there are three types of files (Image File, Csv with Metadata, Text file with Zero bytes). The DVD naming convention is briefed below. DVD naming nomenclature should be as follows for successfully uploading of DVD into DMS server:

- i. One PDF folder which contains all scanned pages in PDF format for each individual case (file number) in greyscale with an average page size less than 50 KB, one cropped colour photograph for each case and all pdf files in the pdf folder should have a file name in upper case including extension i.e SAURV02345.PDF
- ii. The DVD should have a single CSV file containing metadata of all the pdf files and all meta-data should be in upper case.
- iii. Naming convention of CSV file and pdf folder should be as given below:

- iv. The Mission code(4 Char)+application type(1or 2 char)\_outsource agency(3 Char)\_date(in DDMMYY format  
e.g.  
CSV File: SAURV\_VFS\_241013.csv  
Folder Name of pdf: SAURV\_VFS\_241013 and files in this folder  
SAURV02345.PDF

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

Application Type code  
V for Visa application  
Blank for Passport application

Data Submission/Acceptance:

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

The final data should be written on to DVDs in 2 copies to be submitted [one at Indian Mission and the other to the Ministry]. However, the SP need to keep the complete set of data till the confirmation on uploading the data either in the Mission or in the central System but not beyond six months from the date of submission of the DVDs. The Final Data should be supported with the year-wise list of the number of files. The data submitted in the Computer Cell, CPV Division would be tested as per the laid down procedure, which includes testing of data as per upload compatibility with the local setup of the Mission and IVFRT setup. Once the DVDs are found to be correct in all aspects, the DVDs would be sent for uploading to the PRIDE/IVFRT system as the case may be. The Mission also would be intimated about the status of the DVDs and DVDs would be uploaded locally at the Mission too.

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

Mission code document *category\_vendorcode\_serial number*.

e.g USANV\_AGENCY CODE\_0001  
USAN Mission code for New York (USA).  
V Document category Visa: for Passport, it should be blank

Note: The code here is for the Mission and not for the country. The DVD/Other MEDIA like Pen-Drive etc., the format of submission is an indicative process. In the future, the Ministry can ask the vendor to submit live to the central system and/or submit the same in any other form of magnetic media, as found appropriate at the time of execution of the system. DVD/Optical data submission shall be

discarded over a period of time (3 months) after the system gets stabilized with  
ONLINE DOCUMENT SUB

## **Annexure: B**

### **Specification for Biometric Enrolment**

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

#### **Annexure: I Technical Specifications**

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

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

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

| S No. | Mandatory Technical Requirements                                            |
|-------|-----------------------------------------------------------------------------|
| A     | Supply SDK and API (Enrolment) (.Net and Java)                              |
| 1     | SDK for 4+4+2 Capturing                                                     |
| 2     | SDK with capability for Fragmentation to 10 Images                          |
| 3     | NFIQ Quality Check with grading                                             |
| 4     | Images - Raw, PNG, WSQ, JPEG 2000 Lossless Images, ISO 19794-2, ISO 19794-4 |
| 5     | Minex Compliant Algorithm for Minutia Extraction (ANSI-378)                 |

|       |                                                                                                                              |
|-------|------------------------------------------------------------------------------------------------------------------------------|
| S No. | Mandatory Technical Requirements                                                                                             |
| 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” Fingerprint Device Specification. As per specifications provided by STQC.

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

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

Notes for the bidder:

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

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

- i. SDK environment should be in Java and .net.
- ii. Extraction and Matching Algorithm should be Minex Compliant/listed
- iii. Fingerprint Device should support 4+4+2 capture & storing of the image in raw format, Lossless PNG, ISO 19794-2, ISO 19794-4 and ANSI-378 format. The devices shall also support segmenting, compressing images to WSQ format (1:15 compression ratio) and/or lossless JPEG2000

- iv. SDK should be available for integrating the fingerprint device with the application software. During the integration of the device with our application, the vendor has to ensure technical support from the manufacturer regarding SDK as and when required.
- v. Drivers for the device should be available on Windows and/or Linux platform
- vi. High-quality computer-based fingerprint capture (enrolment)
- vii. Capable of converting Fingerprint images to “Fingerprint image and Minutiae data standard for e-Governance application in India” formulated by the Department of Information Technology, Ministry of Communications and Information Technology (DIT), GOI.

\*\*\*\*\*



## Annexure-C Organisation Profile

| <u>S.No.</u> | <u>Head</u> | <u>Information</u> |
|--------------|-------------|--------------------|
|--------------|-------------|--------------------|

i.Full legal name of the Bidding Company

ii. Address

(a) Registered Office

(b) Corporate Office

(c) Head Office

(d) Details of valid  
Registration No., date and  
issuing authority

iii.

(a) Contact person with  
name, designation, Postal  
address, email address,  
Telephone number,  
Including mobile number

(b) Additional contact person  
with similar details

iv. Website link of the Bidding  
Company giving details of  
the activities of the  
company including  
outsourcing activities

v. List of Branch offices with  
address and website links  
indicating activities.

vii. Number of years of  
experience in the  
outsourcing field or any  
other activities under which  
the company has become  
eligible to take part in the  
tender process.

References

(Please provide three references only)

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

Notes-:

- (i) The Bidding companies shall provide their Memorandum of Association(MOA)and Articles of Association (AOA) along with the Organization Profile (Annexure-C). Non-Indian companies shall submit the equivalent documents as per the rules of the country where the company is registered.
- (ii) The referees may be advised that the Mission/Post/ the Ministry of External Affairs, New Delhi, may contact them for any verification.

## Annexure-D

### Mandatory Eligibility Criteria

(Bidding companies should give their responses under each item without fail. Any incomplete details will lead to the rejection of the bid)

| S.No. | Parameters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I     | EXPERIENCE OF THE COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|       | Response of the Bidding Company alongwith certificates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| II    | FINANCIAL STRENGTH OF THE COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.    | Bidding Company should have a minimum net worth equivalent to US\$ 5 million. The Bidding Company must submit audited balance sheets and income statements for the last three years to demonstrate its net worth, its current financial soundness and its ability to successfully undertake the project. A certificate from a recognized external audit agency regarding the financial soundness of the Company and its ability to provide Bank Guarantees in respect of the services undertaken with the Mission should be submitted. In case the bidding entity is a joint venture, information must be provided for both the partners of the joint venture. |
|       | Response of the Bidding Company alongwith certificates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2.    | The average annual turnover of the Bidding Company during the last three years(Jan 2022- Dec 2024),should be at least US\$ 5,00,000.The Bidding Company shall provide audited information certified by an external auditing agency to substantiate its claim of a turnover based on three years .ie. 2021 - 2023. In the case of joint ventures, information must be provided for both the partners of the joint venture and a copy of their agreement.                                                                                                                                                                                                        |
|       | Response of the Bidding Company alongwith certificates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3.    | The Bidding Company should have the adequate financial strength to provide Bank Guarantees (BGs) as stipulated in the RFP, to be certified by an authorised external auditing agency. A certificate is to be provided. No specific format is prescribed.                                                                                                                                                                                                                                                                                                                                                                                                       |
|       | Response of the Bidding Company alongwith certificates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4.    | An undertaking regarding capacity to provide Insurance for services and obligations. For this purpose, the insurance should cover the properties of ICACs and services rendered by the SP and the obligations including legal obligations                                                                                                                                                                                                                                                                                                                                                                                                                      |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | arising out of them and should survive expiry or termination of Contract in regard to legal issues.                                                                                                                                                                                                                                                                                                                                                                                                              |
|     | Response of the Bidding Company alongwith certificates                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| III | ABILITY OF THE COMPANY TO PROVIDE SERVICES AS PER RFP                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.  | The Bidding Company should have ISO-9001-2008 (or equivalent) certification for quality management and ISO-27001-2013(or equivalent) certification for IT-related services and ISO 23026-2015 (or equivalent) for website quality certification.                                                                                                                                                                                                                                                                 |
|     | Response of the Bidding Company alongwith certificates                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2.  | The Bidding Company must <u>certify</u> that the company and its subsidiaries are not involved in any unlawful or illegal activity including but not limited to human trafficking, anti-Indian activities, hawala, tax evasion, financial fraud, corporate malpractices, etc. The bidder must certify that it has no outstanding criminal or civil liabilities in <b>Sri Lanka</b> or elsewhere and provide information on any previous and current law enforcement cases or any other legal cases against them. |
|     | Response of the Bidding Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3.  | The Bidding Company must provide a list of all the cases in the past five years and their outcome as well as present cases pending litigation in Indian and foreign courts pertaining to outsourcing services or other services based on which the bidding company became eligible to take part in the present tender process.                                                                                                                                                                                   |
|     | Response of the Bidding Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4.  | Bidding Company must provide the details of notices received as well as penalties imposed on the company/SP in the last ten years while handling the consular work of any Indian Missions/Post(s) abroad                                                                                                                                                                                                                                                                                                         |
|     | Response of the Bidding Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5.  | The Bidding Company must certify that key personnel proposed for ICAC have not been convicted of any criminal offence or on charges of bribery, corruption or fraud. The Bidding Company must provide documentation to show that it has personnel of adequate qualifications for key positions in the ICAC. <i>The details of the proposed key personnel and their experience record must be provided.</i>                                                                                                       |
|     | Response of the Bidding Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.  | The Bidding Company must certify that it has not been convicted for, or involved in, bribery, corruption or fraud.                                                                                                                                                                                                                                                                                                                                                                                               |
|     | Response of the Bidding Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 7.  | The Bidding Company must provide certification that its operations are compliant                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|    |                                                                                                                                                      |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | with local labour laws and the relevant tax regime.                                                                                                  |
|    | Response of the Bidding Company                                                                                                                      |
| 8. | The Bidding Company should confirm its capacity to deal with higher volumes of consular applications as per the requirement of the Mission and Post. |
|    | Response of the Bidding Company                                                                                                                      |

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

## **Annexure : E Declaration by the Bidding Company**

Name of the Bidding Company: .....

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

- a) We and our partner Company------(name) taking part in the present tender Process hereby declare that we are neither involved nor would in any manner involve ourselves in any anti-India activities, unlawful or illegal activities including money laundering, tax evasion, corruption, 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 Agreement shall be liable to be terminated immediately and all penalties and costs on such a termination shall be borne by the Company, including forfeiture of BGs.
- c) We have provided the Organizational profile of our Company for pre-verification purposes from the security angle on------(date) to the Mission (Name.....). We understand that the 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 ICAC, if the Agreement is awarded, who will meet with the conditions stipulated in subclause (a) above. We also understand that the key personnel and the staff to be deployed in the ICAC shall be cleared from security angle by the Mission (Name-----). We undertake to change key personnel or any member of staff so deployed, if found to be unsuitable on any grounds such as inefficiency, indiscipline, security, quality of service etc., at the discretion of the Mission/Post.
- f) We, undertake to comply fully and without any reservations with the scope of work and deliverables included in this RFP, along with the provisions of the Draft Contract Agreement as given under Annexure-L of the RFP, if the contract is awarded. We also confirm our commitment to provide facilities in accordance with

the spirit of best industry practices and standards.

- g) We fully understand the provisions of Annexure K (Financial Bid), D(Mandatory Criteria) and J(Technical Bid), and we shall abide by the same. We fully understand the procedures for the selection and award of the Contract and agree to the same.
- h) We fully understand and accept the penalty and additional penalty clauses explained in the RFP and the consequences of not adhering to the same. We are fully committed to the provisions of the same and we have no objections in this regard.
- i) We fully understand the terms and conditions of Annexure-L (Draft Contract Agreement) and agree to the same without any reservations.
- j) 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.
- k) We certify that we have no subsidiary company that is taking part in the present tender process separately.
- l) We understand that the proposal remains valid for six months following the closing date of the RFP. It is also understood that the award of Contract will be valid for a period of up to one month from the date of issue of the award of Contract to complete various formalities before the signing of the Agreement.
- m) We fully understand that L1 will be decided on the basis of the lowest price bid relying on the information provided in Annexure-K, which forms part of the Financial Bid.
- n) We have fully read, understood, and complied with all the conditions stipulated in the RFP document.
- o) We undertake, if awarded the Contract, to fully involve in the outsourcing work directly and do not entrust the entire work to the local partner on the basis of commission or any such arrangement. We fully understand that such an arrangement could lead to cancellation of the Contract, encashing of the Bank guarantee for premature termination of Contract and future ban in taking part in the tender process of the Ministry/Missions abroad.
- p) We fully understand that the local Partner on its own should meet the Financial and Experience criteria stipulated in the RFP. We also understand that the concept of Sponsor (passive partner) not meeting the requirements of a local

partner is not approved in the RFP and we have no objection to the same.

- q) We undertake that we will not involve in corrupt practices to get favourable consideration during tender process or during the Contract period. We understand that any such action will lead to disqualification from the present tender process or cancellation of the existing Contract and ban from future tender processes of the Ministry/Missions/Post abroad.
- r) We undertake that we will not provide e Tourist Visa (eTV) services without specific approval from the Mission/Ministry as we are aware that as per the extant regulations, no intermediary/agents etc for eTV online application is authorised.
- s) We declare that during the validity of the Contract Period we shall not accept/receive in any subsidies from the host government, or any other public or private entity or NGO etc. in monetary terms or in any other manner in the operationalization and running of ICAC.
- t) We also understand that this undertaking will become an integral part of the Agreement between us and the Mission(s), should we be awarded the bid/Contract.
- u) 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: .....**



**Annexure: F**  
**Bid Cover Letter and Declaration**

[Date]

To

Head of Chancery  
High Commission of India  
**36-38 Galle Road, Colombo-03**

Dear Sir,

**Ref: Request for Proposal – Project**

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Project of the **High Commission of India, Colombo**. To meet such requirements and provide such services are set out in the RFP.

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

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

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

BG for holding GOI money and documents of the applicants  
Performance Bank Guarantee  
BG for Premature termination of Contract

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of SIX MONTHS including extensions of any from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and

executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and **High Commission of India, Colombo**

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

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

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

Dated this      Day of                      2025

**(Name)**

**(Signature)**  
**(In the capacity of)**

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

(Name and Address of Company)

Seal/Stamp of Bidding Company

Witness Signature:

Witness Name:

Witness Address:

## CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:

**Signature:**  
**Name**  
**(Company Seal)**

## Annexure: G

### BANK GUARANTEE

1. In consideration of the President of India, represented by Ministry of External Affairs, through **High Commission of India, Colombo** with the address **36-38 Galle Road, Colombo-03** (hereinafter called 'the Mission') having agreed under the terms and conditions of the Agreement dated .....made between the Mission and M/s.....(herein after called the said Service provider) with the address at ----- for outsourcing of Consular, Passport, Visa related support services (hereafter called the Agreement) to production of an irrevocable Bank Guarantee for .....(in words) as security from the Service Provider for compliance of the said Service Provider's obligations in accordance with the terms and conditions in the said Agreement, We, \_\_\_\_\_, (hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of \_\_\_\_\_ [Service Provider(s)] do hereby undertake to pay to the Mission an amount not exceeding .....(in figure).....(in words) against any loss or damage caused to or suffered or would be caused to or suffered by the Mission by reason of any breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement.
2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Mission stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Mission by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ..... (in words).
3. We undertake to pay to the Mission any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Service Provider(s)/supplier(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Mission under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Mission certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
  
5. We, \_\_\_\_\_ (indicate the name of bank) further agree with the Mission that the Mission shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Mission against the said Service Provider(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, act of omission on the part of the Mission or any indulgence by the Mission to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Supplier(s).
  
7. We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Mission in writing.
  
8. The Guarantee shall be valid up to a period of six months after the expiry of the Contract duration unless extended on demand. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to .....(in words) and unless a claim in writing is lodged with us within six months from the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this guarantee shall stand discharged

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank).

**Signature.....**  
**Name and Designation.....**  
**Seal of the Bank.....**

## Annexure : H Bank Guarantee Proforma for Earnest Money Deposit (EMD)

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

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

To

Head of Chancery,  
**High Commission of India, Colombo**  
**36-38 Galle Road, Colombo-03.**

WHEREAS M/s..... (hereinafter called "the Bidding Company") is submitting its bid/offer dated ..... for providing outsourcing of CPV services at the High Commission/Embassy of India, ..... in response to the Tender No.....dated..... published by High Commission of India, **Colombo** (hereinafter called "the Mission"), as an irrevocable Bank Guarantee (B.G.) towards Bid Security Deposit/Earnest Money Deposit (EMD) for an amount of.....valid upto .....(45 days beyond the final bid validity period), is required to be submitted by the Bidder with the Tender documents as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Mission under any or all of the following conditions:

1. the withdrawal or revision of bid by the Bidder during the bid validity period, or
2. non-acceptance of the Letter of Award of Contract by the Bidder during bid validity period, or
3. failure to execute the Contract within the prescribed contractual time-frame as per the contractual terms and conditions, or
4. on the happening of any contingencies mentioned in the Tender.

KNOW ALL PEOPLE by these presents that

WE.....(name and address of Bank) having our registered office at..... (address of Bank) (hereinafter called "the Bank") guarantee and undertake to pay immediately on first demand by the Mission the sum of .....without any reservation, protest, demur and recourse. Any such demand made by the Mission shall be conclusive and recourse. Any such demand made by the Mission shall be binding on the Bank, irrespective of any dispute or

difference raised by the bidder.

The Bank Guarantee shall be irrevocable and shall remain valid upto 45 days beyond the final bid validity period (i.e. ....). If any further extension is required, the same shall be extended to such required period on receiving instruction from the bidder on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- (a) this Bank Guarantee shall be valid upto.....i.e.45 days beyond the final bid validity period),
- (b) the total liability of Bank under this Bank Guarantee shall be limited to.....(EMD amount),
- (c) we, the Bank, are liable to pay the claimed amount under this Bank Guarantee only and only if the Mission serves upon the Bank a written claim on or before .....(45 days beyond the final bid validity period).

We undertake to pay the Mission up to the above amount upon receipt of its first written demand, without the Mission having to substantiate its demand, provided that in its demand the Mission will note that the amount claimed by it is due owing to the occurrence of one or all of the above conditions, specifying the occurred condition or conditions.

The Bank Guarantee will remain in force upto and including .....(i.e. 45 days beyond the final bid validity period), and any demand in respect thereof should reach the Bank not later than the above date.

This Bank further agrees that the claims if any against this Bank Guarantee shall be enforceable at our Branch office at.....

Place:

SEAL

Code No.

Signature

Name of Bank:

Address:

Date:

Note:

1. Bidder should ensure that the seal and Code No. of the signatory is put by the Bankers, before submission of BG.
2. Stamp paper is required for the BG issued by the Banks located in India.

## Annexure: I

### GUIDELINES FOR ATTESTATION OF DOCUMENTS

The Mission/Post also perform notarial functions like attestation of academic certificates, diplomas, marriage and birth certificates issued in India, power of attorney and other such documents executed by Indian citizens in India and **Sri Lanka**. The document to be attested must be presented in original with a photocopy and signed before the Consular Officer, who will verify and satisfy himself about the identity of the executant/deponent from his/her passport. The original passport and a photocopy to be presented for this purpose.

The Government of **India** requires all certificates, professional or academic, emanating from India to be attested by the Mission/Post for further attestation by the Government of **Sri Lanka** before grant of **Sri Lankan** Visa.

All certificates submitted to Mission/Post in ..... for attestation should, therefore, be got first attested in India by the agencies detailed below:-

#### ATTESTATION PROCEDURE FOR DOCUMENTS:

Authentication by the concerned State Government authorities.

Attestation by Ministry of External Affairs, Government of India.

(Address: Ground Floor, Patiala House Annexe, Tilak Marg, New Delhi).

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

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

| Sl. No. | Nature of Certificate | Requirements                                                                                                                                                                        |
|---------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | Marriage Certificate  | i) Original Certificate duly attested/authenticated by the Home Department (General Administration Branch) of the concerned State and its photocopy.<br>ii) A copy of the passport. |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Birth Certificate                        | i) Original Certificate duly attested/authenticated by the Home Department/General Administration of the concerned State and its photocopy. Photocopy of parent's passport, indicating page bearing resident visa.                                                                                                                                                                                                                                                                                                                           |
| Driving Licence                          | <p>i) The Driving Licence in original duly attested/authenticated by the Home Department (General Administration Branch) of the concerned State and its photocopy.</p> <p><u>Sworn Affidavit</u> (in duplicate) in the format prescribed.</p> <p>iii) A photocopy of the first five pages and the page bearing the resident visa of applicant's passport and his license.</p>                                                                                                                                                                |
| Other documents                          | <p>i) Original document duly attested by the General Administration Branch of the concerned State (or the concerned Department/ Ministry of the State Government)</p> <p>ii) A photocopy of the first five pages and the page bearing the resident visa of the applicant's passport.</p>                                                                                                                                                                                                                                                     |
| Certificates/Documents, Sale Deeds, etc. | <p>i) Original Document, duly attested by M/o Foreign Affairs of <b>Sri Lanka</b> (Consular Section)</p> <p>ii) Photocopy of the document and passport.</p>                                                                                                                                                                                                                                                                                                                                                                                  |
| Sworn Affidavit/Power of Attorney        | <p>i) Original Affidavit/Power of Attorney with a duplicate copy to be signed in the presence of the Consular officer.</p> <p>ii) The original passport and a photocopy of the first five pages and the page bearing the current valid resident visa.</p> <p>iii) Personal presence of the Executant with the original passport before the Consular Officer is compulsory.</p> <p>iv) A recent passport size photograph of the executant (and Attorney, if present) should be affixed on top of the front page of the Power of Attorney.</p> |
| Religion Certificate                     | <p>i) A declaration in the prescribed form duly filled.</p> <p>ii) Photocopy of the first five pages and the page bearing the current valid resident visa of the passport of the applicant</p>                                                                                                                                                                                                                                                                                                                                               |
| Sponsorship Declaration (SD)             | <p>i) Sponsorship declaration in the <u>format prescribed</u> - duly filled and complete in all respects.</p> <p>ii) A photocopy of the first five pages and the page</p>                                                                                                                                                                                                                                                                                                                                                                    |



|                                       |                 |                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       |                 | <p>bearing the current valid resident visa of the passport held by the Sponsor/Declarant.</p> <p>iii) Either the salary certificate of the sponsor or a photocopy of his/her residence visa.</p> <p>[NOTE: SD is not attested in r/o women below 30 years and those brought by private companies on visit visa for employment]</p> |
| NOC for purpose of travel by children | Sworn Affidavit |                                                                                                                                                                                                                                                                                                                                    |

Note: Final modalities for attestation services will be decided by the Mission as per the requirements.

\*\*\*\*\*

## **Annexure: J**

### **TECHNICAL BID**

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

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

- I. **Basic Information:** The response of the Bidding Company must be in the same order as the items in the RFP and in text form only.
- II. **Method Statement:** The purpose of the Method Statement is to enable the Mission to evaluate the Bidding Company's understanding of the requirements and to assess the Comparability to meet them through the solution proposed in the bid. The Bidding Company's method statement should precisely describe clearly how he/she will provide for each of the main requirements indicated under 'Scope of Work and Deliverables Required'. Explanations may be given under the following headings and order. Particular questions to be addressed in the Bidding Company's response are given below:
  - i. **Professional Plan**
    - a. Provide details on the Company's experience in the areas relating to this Proposal. This must be substantiated adequately by supporting documents, relevant website links, and presentation by the Bidding Company.
    - b. Provide details on the capacity for flexibility in service provision - e.g. a sudden increase in demand.
    - c. Provide details on the proposals for monitoring and evaluating services rendered.
    - d. Provide details on the proposals for innovative website design and online development.
    - e. Provide details on the proposals for managing risks and contingencies.
  - ii. **Resource Plan**
    - a. Provide details of the resources expected to be used to service the Contract, including the number of staff category/role-wise expected to be employed for providing the service. Also include an organizational chart indicating responsibilities and reporting lines in respect of this proposal.
    - b. Indicate in each case the number of Staff expected to be drawn from within the service providers' organization, staff newly recruited, and staff on part-

- time employment under this Contract.
- c. Explain the plan for the training of Staff to be employed under the Contract.
- d. Give names and positions held by Key Staff who will be responsible for the management of the contract, along with their experience in this field. Copy of the Service Contract or Appointment letter may be provided.
- e. Provide curriculum vitae for each member of the Key Staff mentioned above.
- f. Provide a detailed sub-contract plan, if any, within the limits permissible under the terms of this RFP. (Copies of all sub-contracts entered into by the Service Provider to implement obligations under this Agreement should be provided).
- g. Provide a step-by-step Plan for ICAC rollout.

### iii. **Quality Plan**

- a. The Bidding Company should give precise details as to how it will ensure that a high-quality Service is maintained and how the performance targets mentioned in the Statement of Service Requirements will be met in respect of the following:
- b. 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.
- c. The proposed contract management and supervisory systems.
- d. The proposed customer liaison arrangements, including procedures for dealing with complaints and problems.
- e. The proposed arrangement to ensure a fully updated and accurate website for application status and information to applicants, in the format required.

### III. **Additional Information**

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

### **Part II: Scope of the work and deliverables required**

|    |                                                                                                                                                                                                                                                                                                                                                                                                   |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <p>Location of the India Consular Application Centre (ICAC) must be in a reputed area with convenient accessibility by public/private transport(name of City/ies where Mission/post located) In other cities, ICACs must be located in the city centre areas for easy accessibility. The location of the Centres must be permissible under local laws.</p> <p>Response of the Bidding Company</p> |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| 2.    | <p>The ICACs must be established in cities as per list enclosed.</p> <p>Response of the Bidding Company</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------|--|-------|--------------------|---------------------------|-------------|---|--|---|--|---|---|--|--|---|--|--|--|---|--|--|--|
| 3.    | <p>Size of the centre (area and layout), to be specified for the respective Centres</p> <table border="1"> <thead> <tr> <th>S.No.</th> <th>Name of the centre</th> <th>Area Square Ft.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>n</td> <td></td> <td></td> </tr> </tbody> </table> <p>Response of the Bidding Company</p>                                                                                                                                                                        |                           |             |  | S.No. | Name of the centre | Area Square Ft.           | 1           |   |  | 2 |  |   | 3 |  |  | n |  |  |  |   |  |  |  |
| S.No. | Name of the centre                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Area Square Ft.           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 1     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 2     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 3     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| n     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 4.    | <p>Number of staff category/role -wise specifying nature of work to be handled (to be specified for the respective Centres</p> <table border="1"> <thead> <tr> <th>S.No.</th> <th>Name of the centre</th> <th>Role-wise number of staff</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>N</td> <td></td> <td></td> </tr> </tbody> </table> <p>Number of staff offered by bidding company which should not be less than the Minimum prescribed for each role.</p> <p>Response of the Bidding Company</p> |                           |             |  | S.No. | Name of the centre | Role-wise number of staff | 1           |   |  | 2 |  |   | 3 |  |  | N |  |  |  |   |  |  |  |
| S.No. | Name of the centre                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Role-wise number of staff |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 1     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 2     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 3     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| N     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 5.    | <p>Number of counters specifying the work to be handled</p> <table border="1"> <thead> <tr> <th>S.No.</th> <th>Centre</th> <th>No. of counters</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>N</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: Number of counters offered by bidding comp, should not be less than mandatory number of counters.</p> <p>Response of the Bidding Company</p>                                    |                           |             |  | S.No. | Centre             | No. of counters           | Description | 1 |  |   |  | 2 |   |  |  | 3 |  |  |  | N |  |  |  |
| S.No. | Centre                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | No. of counters           | Description |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 1     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 2     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 3     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| N     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |
| 6.    | <p>i) Number of servers/computers with accessories to be installed</p> <p>ii) Description of chairs/tables and furniture to be put in the center with quantity</p> <p>iii) Facilities at ICAC including TV, Drinking water, and facilities for Additional Services.</p>                                                                                                                                                                                                                                                                                                                                                    |                           |             |  |       |                    |                           |             |   |  |   |  |   |   |  |  |   |  |  |  |   |  |  |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | Response of the Bidding Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 7.  | Establishing Call centre using VoIP/Toll free system and number of phonelines and internet connections<br><br>Response of the bidder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 8.  | <p><u>Submission hours:</u> ICAC should remain open for six days a week from Monday to Saturday. Acceptance of application at the counters of ICAC should be at least 39 hours per week and Back Office working time should be at least 48 hours per week. (Working hours/submission hours can be modified by Mission in consultation with Ministry).</p> <p>Working days per week : 6 days (Monday to Saturday)</p> <p>Minimum submission hours per day* : 6½ Hours</p> <p>Minimum working hours per day : 8 Hours</p> <p>*Exact timings will be decided by Mission/Post(s) concerned.</p> <p>Response of the Bidding Company</p> |
| 9.  | <p>The appointment slot at each ICACs should be always available within 05 working days</p> <p>-Delay in providing appointment slot within 05 days will entail penalty.</p> <p>Response of the bidding company</p>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 10. | <p>Total turn around time should not be more than 30 minutes from arrival to submission of application. - Delays in providing service will lead to imposition of penalties.</p> <p>Response of the Bidding Company</p>                                                                                                                                                                                                                                                                                                                                                                                                             |
| 11. | <p>Bar-coded receipt and electronic data entry system - Detailed explanation should be given in the Bid.</p> <p>Response of the Bidding Company</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 12  | <p>ISO *certification - The following ISO certification should be provided: ISO-9001-2008 (QMS-Quality Management System) ISO-27001-2013 (ISMS-Information Security Management System) (to be submitted along with the Technical Bid) ISO 23026-2015(Website Quality certification) (to be submitted before three months from the date of award of Contract or at the time of starting of outsourcing operations. ) -Certification must be as per the latest version wherever applicable.</p> <p>Response of the Bidding Company</p>                                                                                               |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |                       |                        |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------------------|------------------------|
| 13. | Security and vigilance system in the centres<br>CCTV cameras must be HD, Day & Night and network/IP compliant with direct transmission facilities to the Mission during working hrs.                                                                                                                                                                                                                                                              |         |                       |                        |
|     | S.No                                                                                                                                                                                                                                                                                                                                                                                                                                              | Details | City                  | City                   |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         | No. of security staff | No. of metal detectors |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |                       | No. of CCTV cameras    |
|     | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |                       |                        |
|     | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |                       |                        |
|     | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |                       |                        |
|     | n                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |                       |                        |
|     | Response of the Bidding Company                                                                                                                                                                                                                                                                                                                                                                                                                   |         |                       |                        |
| 14. | Storage and security of documents in the centres (strong room, cabinets and key system, details of staff responsible for the same) Detailed explanation should be given.<br><br>Response of the Bidding Company                                                                                                                                                                                                                                   |         |                       |                        |
| 15. | Security of movement of documents between the centre and the Mission (nature of vehicles used and containers and key system)<br>Dedicated cars/vans<br>Containers with lock for carrying documents<br>Security staff for transportation of documents.<br>(The keys of the containers should be available only in the ICACs and the Mission. Transportation of documents by public transport is prohibited.<br><br>Response of the Bidding Company |         |                       |                        |
| 16. | Electronic display of the progress of the applications in the centre<br><br>Response of the Bidding Company                                                                                                                                                                                                                                                                                                                                       |         |                       |                        |
| 17. | Data security and secure transfer of data including possession of appropriate certification and full compliance with local legal regulations. Detailed explanation should be given<br><br>Response of the Bidding Company                                                                                                                                                                                                                         |         |                       |                        |
| 18. | Creation of meta data file along with sub-files for enclosed documents. Detailed explanation should be given.<br><br>Response of the Bidding Company                                                                                                                                                                                                                                                                                              |         |                       |                        |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 19. | <p>Hardware for capture of ten finger biometrics and facial biometrics Detailed explanation should be given.</p> <p>Response of the Bidding Company</p>                                                                                                                                                                                                                                                                                                                                                      |
| 20. | <p>Efficient and secured system for storage and transfer of biometric data, in full compliance with local regulations. Detailed explanation should be given.</p> <p>Response of the Bidding Company</p>                                                                                                                                                                                                                                                                                                      |
| 21. | <p>Five-stage Online tracking system, as specified, of the status of applications in the website. The data on the website must be uploaded on real time basis. Detailed explanation should be given.</p> <p>i) Acceptance of application at the ICAC,<br/> ii) dispatch of passport and documents to the Mission<br/> iii) processing at the Mission<br/> iv) receipt of documents from the Mission<br/> v) ready for delivery/dispatch of documents with details</p> <p>Response of the Bidding Company</p> |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 22. | <p>Computerisation of operations related to data capture and scanning of applications, photographs and enclosures including digitization and indexation for efficient and fast search and retrieval operations. Detailed explanation should be given.</p> <p>Response of the Bidding Company</p>                                                                                                                                                                                                             |
| 23  | <p>Maintenance of a dedicated customer care service to answer enquiries and timely address the complaints over telephone, email, message, etc., and website/what's app bot</p> <p>Response of the Bidding Company</p>                                                                                                                                                                                                                                                                                        |
| 24  | <p>Computerisation of operations related to accounts matters. The software system (CONSPROM) prepared by NIC should be introduced immediately when provided.</p> <p>Response of the Bidding Company</p>                                                                                                                                                                                                                                                                                                      |
| 25  | <p>Security system to control access of applicants, safe custody of documents and security of information held on the SP 's IT system, in full compliance with local legal requirements</p>                                                                                                                                                                                                                                                                                                                  |

|     |                                                                                                                                                                                                                                                                                 |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | Response of the Bidding Company                                                                                                                                                                                                                                                 |
| 26  | Maintenance of logs/records and statistics as specified by Ministry<br><br>Response of the Bidding Company                                                                                                                                                                      |
| 27. | Quality of website and Online appointment system integrated with Smart Queue Management System including a token vending machine and digital CSAT feedback mechanism at each counter. Detailed explanations should be given.<br><br>Response of the Bidding Company             |
| 28. | Maintenance of confidentiality of the information and prevention of leakage of information from the centre, in compliance with local laws. Detailed explanation should be given. If needed a presentation is to be given in the Ministry<br><br>Response of the Bidding Company |
| 29  | Provision of four 'Application Facilitating Services' to applicants at ICACs viz, Photocopying, Photograph, Form Filling and Courier Services. Detailed explanation should be given.<br><br>Response of the Bidding Company                                                     |
| 30  | Description of contingency plan in case of interruptions in operations.<br><br>Response of the Bidding Company                                                                                                                                                                  |

### Part III: TECHNICAL BID EVALUATION PROFORMA

Note: Bidding Companies should fill up the details carefully without omitting any items in text form only. Any tables, charts, photos etc may be enclosed as Annexures, indicating Name of the Bidding company, page number, etc.). Bidders are required to make Presentation(s) at the time of evaluation of Technical Bids as per the date and time fixed by the Mission. Marks will be given as per the Mission's judgment on the basis of information provided by the bidding company/Quality of Solution Proposed.

| (A) S.No | B) Criteria | C) Re-<br>sponse of<br>the bidder | D) Scoring<br>marks | Criteria/Re- |
|----------|-------------|-----------------------------------|---------------------|--------------|
|----------|-------------|-----------------------------------|---------------------|--------------|



|   |   |                                                                                                                                                                                                                                 |                        |                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | a | <b>Location of the ICACs</b><br>[as per local zoning regulations (mandatory) with convenient accessibility in the city concerned with actual location of the building(s) – to be explained by the bidder<br><br><b>(8Marks)</b> |                        | Marks will be given as per the Mission's judgment on the basis of information provided by the bidding company.<br><br>The offer that provides the best locations for ICACs in terms of easy and convenient access through public transport, prime location and proximity to the Mission etc. will be given the highest mark <b>08</b> , and the others will be given a lower mark on a relative basis to the best offer. |
|   | b | <b>Parking facilities</b> with capacity and type of parking<br><br><b>(5 Marks)</b>                                                                                                                                             |                        | i) 5 Marks- Exclusive Parking with adequate slots in ICAC<br><br>ii) 4-Marks- Adequate parking slots in or near ICAC<br><br>iii) Less than 4 Marks –for Inadequate slots/slots not closer to ICAC                                                                                                                                                                                                                        |
| 2 | a | <b>Area of ICACs</b><br><br>(Refer to 1(A) (xi) of Chapter VII)<br><br><b>(8) Marks)</b>                                                                                                                                        | Response of the bidder | i) 6 marks- Minimum Prescribed Area<br>ii) Offer with Area more than the prescribed Minimum will be given higher marks relative to (i) above<br>iii) 0 Marks- Less than the Minimum prescribed Area                                                                                                                                                                                                                      |
|   | b | <b>Layout and Physical infrastructure of ICACs (10) Marks)</b><br><br>The bidding company shall describe (with photograph or 3D) the layout of each ICAC showing the reception area, the number and size of                     | Response of the bidder | Marks will be given as per Mission's judgment on the basis of information provided by the bidding company.<br><br>The best offer will be given the highest marks (10), and the others will be given a lower mark on a relative basis to the best offer.                                                                                                                                                                  |

|   |   |                                                                                                                                                                                                                                                                                                                                                         |                        |                                                                                                                                                                                                                                                                                                                                              |
|---|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |   | service/submission counters, the size of the waiting area, and its seating capacity and quantity & quality of physical infrastructure including furniture, re-stroom, drinking water facilities, access to the building of ICAC for differently able applicants, etc,                                                                                   |                        |                                                                                                                                                                                                                                                                                                                                              |
| 3 | a | <b>Number of submission counters</b><br>Refer to 1(A) (xi) of Chapter VII)<br><br>(06marks)                                                                                                                                                                                                                                                             | Response of the bidder | i) 4.5 Marks- Minimum Prescribed Number of counters<br>ii) Offer with counters more than the minimum prescribed will be given higher marks relative to (i) above<br>iii) 0-Marks- Less than the Minimum Number of counters                                                                                                                   |
|   | b | <b>Operational efficiency of the submission process</b> - to be explained by the bidder<br>(i) Reception<br>(ii) Enquiry/ information<br>(iii) Examination of documents<br>(iv) Verification of the latest photo and application form<br>v) biometric collection<br>(vi) Submission<br>(vii) Fee collection<br>(viii) Delivery etc.<br><b>(5 marks)</b> | Response of the bidder | Marks will be given, as per the Mission's judgment on the basis of information provided by the bidding company, as under:<br>i) 3.5 Marks- Optimal Process<br>ii) Offer with the submission process better than the optimal, will get higher marks relative to (i) above.<br>iii) Less than 3.5 Marks for the sub-optimal submission process |
| 4 | a | <b>Provision of Application Facilitating Services at ICACs</b><br>a) Photocopying<br>b) Photograph<br>c) Form Filling                                                                                                                                                                                                                                   | Response of the bidder | Marks will be given as per the Mission's judgment on the basis of information provided by the bidding company.<br><br>Based on the explanation/solu-                                                                                                                                                                                         |

|   |   |                                                                                                                                                                                                                                                                                                                       |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |   | <p>d) Courier Services</p> <p>Refer to Chapter VII, para (3) of the RFP</p> <p><b>(7 marks)</b></p>                                                                                                                                                                                                                   |                        | <p>tion for the provision of Application Facilitating Services, the best offer will be given <b>07</b> marks, and others given reduced marks relative to that. If all the bidding companies give explanation/solution of similar quality, all of them will be given 07 marks</p>                                                                                                                                                         |
|   | b | <p><b>Quality of Organizational Structure:</b></p> <p>The description of the organization structure including the roles and numbers and resource planning (including backup plan) for each ICAC as well as for overall operations in the country, is to be provided by the bidder.</p> <p><b>(6marks)</b></p>         | Response of the bidder | <p>Marks will be given, as per the Mission's judgment on the basis of information provided by the bidding company, as under:</p> <ul style="list-style-type: none"> <li>i) 4.5 Marks- the optimal organizational Structure</li> <li>ii) Offer with the organizational structure better than the Optimal will get higher marks relative to (i) above.</li> <li>iii) Less than 4.5 Marks for suboptimal organization structure.</li> </ul> |
| 5 | a | <p><b>The availability of appointment slots at ICACs within 05 working days(5marks)</b></p> <p>The proposed appointment slot management system to be described by the bidder. Also, the bidder shall explain how will they ensure the proposed appointment window (even in case of surge), given their resources.</p> | Response of the bidder | <ul style="list-style-type: none"> <li>i) 3.5 Marks- Offer which ensures the minimum prescribed appointment window of five days.</li> <li>ii) Offer which ensures appointment slots in less than 05 working days will be given a higher mark relative to (i) above, subject to the explanation to handle appointments with commensurate resources</li> <li>iii) 0 Marks- Offer with appointment window of more than 05 days.</li> </ul>  |
|   | b | <p><b>Total Turnaround time</b> for submission (from the time of entry/token generation to the time of</p>                                                                                                                                                                                                            | Response of the bidder | <ul style="list-style-type: none"> <li>i) 5 Marks - Prescribed Turn</li> </ul>                                                                                                                                                                                                                                                                                                                                                           |

|   |   |                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                              |
|---|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |   | <p>generation payment receipt (Subject to a maximum of 30 minutes)</p> <p><b>05 Marks</b></p> <p>The bidder needs to explain how they will ensure the proposed Turn Around Time, given the processes and resources (physical and human).</p>                                                                                                                                              |  | <p>Around Time (30 minutes)</p> <p>ii) 0 Marks- More than 30 Minutes</p>                                                                                                                                                                                                                                     |
| 6 |   | <p><b>Call Centres</b></p> <p>Call waiting time- Not more than 03 minutes response period</p> <p>Efficient VOIP (Voice over Internet Protocol) or Toll-free calls should be used. (First five minutes (at the minimum) should be toll-free) after which only normal charges should apply.</p> <p>Special higher call charges for Call Centres are prohibited.</p> <p><b>(5 Marks)</b></p> |  | <p>The bidding companies shall describe how the call centre will be operated with commensurate resources.</p> <p>Best offer in terms of the call waiting period, number of call lines and efficiency of the Call centre will be given 5 Marks and others given reduced marks relative to the best offer.</p> |
| 7 | a | <p><b>Online enterprise web application and innovative web design (8 Marks)</b></p> <p>The dedicated website should have user-friendly appointment scheduling facility and application tracking system The information on services rendered, document checklist, GOI</p>                                                                                                                  |  | <p>Based on the quality of the website and appointment system proposed, the best offer will be given 08 marks and others given reduced marks relative to that. If all the bidding companies give explanation of similar quality, all of them will be given 08 marks.</p>                                     |

|   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                      |
|---|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |   | <p>fees, Service Fee, and charges for bank commission, should be clearly and easily available by a drop-down Menu under fee schedule main menu without filling up of individual data.</p> <p>(Content and Demo of website application and Dash Board will be considered)</p>                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                                                                                                                                      |
|   | b | <p><b>Grievance Redressal Mechanism Arrangement and Analysis (7 marks)</b></p> <p>The following will be considered:</p> <ul style="list-style-type: none"> <li>i. An interactive web-page with a grievance redressal mechanism, with a Management Information System (MIS) and its ability to generate reports as per the requirement of the Mission, will be considered.</li> <li>ii. Customer satisfaction rating (CSAT) and feedback Mechanism at ICACs and its integration with system.</li> <li>iii. An efficient and prompt e-mail response system.</li> </ul> |  | <p>Based on the quality of the Grievance Redressal and Feedback Mechanism proposed, the best offer will be given 07 marks and others given reduced marks relative to that. If all the bidding companies give explanation of similar quality, all of them will be given 07 marks.</p> |
| 8 |   | <p><b>Record of Past Performance with Mission.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | <p>The performance of the bidding companies with respect to the Mission:</p>                                                                                                                                                                                                         |

|   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |  | <p><b>(8)marks)</b></p> <p>The following aspects are to be considered:</p> <ul style="list-style-type: none"> <li>i. Past record of performance of the company with respect to the Mission (Show cause notices issued, specifying reasons for the same and the quality of responses received).</li> <li>ii. Nature of complaints received from the applicants against the SP.</li> <li>iii. Attitude towards Mission's instructions to the Service Provider – reliability and faithfulness in implementing Mission's instructions.</li> <li>iv. Record of payment of penalties imposed by the Mission.</li> <li>v. Harmonious and constructive relationship with the Mission.</li> <li>vi. Performance regarding digitization/ indexing of documents.</li> </ul> |  | <ul style="list-style-type: none"> <li>i) Higher rating for those bidders, who have worked with the Mission and have provided satisfactory services- More than 4 marks, with a maximum of 8marks</li> <li>ii) Neutral Rating for those bidders, who have not worked with the Mission- 4 marks</li> <li>iii) Lower rating for those bidders who have worked with the Mission and have provided non-satisfactory services- (Less than 4marks)</li> </ul> <p>In cases where the Mission claims that the performance has been poor in the past, it should be able to produce records in support of the claim.</p> |
| 9 |  | <p><b>Reputation of the bidding company</b> in the market and quality of non-GOI client list and references received from them.</p> <p><b>(07 Marks)</b></p> <ul style="list-style-type: none"> <li>1. Minimum three references required</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <p>Based on the information provided by the bidding companies, the marks will be awarded.</p> <p>The bidder with best market reputation and references should be awarded 07 marks. The others will be awarded less marks on a scale relative to the best of-</p>                                                                                                                                                                                                                                                                                                                                              |

|  |          |                                                                                                                                                                                                                                                            |  |                                                                                                                     |
|--|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|
|  |          | <p>2. Period of referred service should not be more than five years old with the length of service being minimum of two years.</p> <p>3. The services under reference should pertain to categories of services eligible for the present tender process</p> |  | <p>fer. At the other end, bidding companies not satisfying the stipulated requirement, will be given zero mark.</p> |
|  | <b>8</b> | <b>Total Marks -100</b>                                                                                                                                                                                                                                    |  |                                                                                                                     |

Note: 1 Marks under the 9 items will be fixed giving due weightage

Note: 2 Only those companies who obtain 70% in the Technical Bid stage will be eligible for financial bid stagewhere L1 will be the deciding factor for award of the contract.

## Annexure: K

### FINANCIAL BID

**This financial Bid should be enclosed and sealed in a separate envelope superscribed 'Financial Bid'**

**Note:** Service Fee (in SLR) must be filled correctly both in figures and in words, without any discrepancy. Any vague details /no response may lead to rejection of the bid.

#### Proforma for Service Fee

Name of the Bidding Company:

| S.No | Description                                | Offer of the bidder<br>(inSLR)                     |
|------|--------------------------------------------|----------------------------------------------------|
| 1    | Service Fee as per deliverables in the RFP | Amount in figures: .....<br>Amount in words: ..... |

#### Notes:

- i) Service Fee quoted above is the 'Service Fee per application' payable to the Service Provider. Bidder shall quote the Service Fee as per deliverables of the RFP including digitization and indexation of documents, enrolment of fingerprint biometrics, facial Biometric capture, and provision of four Application Facilitating Services viz, photocopying, photographs, Form filling, and Courier Services.
- ii) Financial bid that quotes zero Service Fee will be rejected and will not be considered for the calculation of the L1 bidder.
- iii) Service Fee per application quoted above shall be inclusive of all local taxes (VAT, GST, etc.) as applicable in different provinces of Sri Lanka. It is the responsibility of the Service Provider to pay applicable taxes to the concerned Governmental authorities.
- iv) Service fee quoted above will be the same for all types of CPV services as per the deliverables in the RFP.

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



**Annexure: L**  
**Draft Contract Agreement**

**Agreement for Outsourcing of Consular/Passport/Visa/OCI/PCC/Surrender Certificate (SC)/GEP verification/ Miscellaneous Attestation Services for the High Commission of India Colombo and its Consulate General of India in Jaffna and Hambantota and Assistant High Commission of India in Kandy.**

\*\*\*

This Agreement is made on the day of <<Date>>

**BETWEEN**

**The President of India, represented by the Ministry of External Affairs through the High Commission of India, Colombo, 36-38 Galle Road, Colombo-03**

**AND**

**M/s << Name of SP >>(of the other part,[hereinafter collectively referred to as the **Parties**]**

**WHEREAS** the HC of India, Colombo, represented by << Name and Designation of the Officer>>, is responsible for providing Consular/Passport/Visa/Overseas Citizenship of India (OCI) /Police Clearance Certificate (PCC) / Surrender Certificate (SC) /Global Entry Program (GEP) Verification/Miscellaneous Attestation related support services and **M/s << Name of SP>>**(hereinafter referred to as '**the Service Provider**') has agreed to provide a range of Consular/Passport/Visa/OCI/PCC/SC/GEP Verification / Miscellaneous Attestation Services [hereinafter referred to as '**CPV services**'] to HC of India, Colombo (hereinafter referred to as the 'Mission') and Consulate General of India in <<>> [hereinafter referred to as '**Post**'] as provided under the terms of this Agreement.

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. PROVISION OF SERVICES AND FEE**

- i. The Service Provider agrees to provide the services in respect of CPV Services as set out in **Schedule-I** of this Agreement at the designated exclusive **Indian Consular Application Centres (ICACs)** at the following places:

ii.

| S. No. | Location |
|--------|----------|
| 1      |          |
| 2      |          |
| N      |          |

- iii. The support services to be provided by the Service Provider at ICACs, the details and the mode and manner to be adopted for the same is as set out in **Schedule-II** of this Agreement.

- iv. For every application received by the Service Provider from the Applicant for processing, the Mission/Post agrees that the Service Provider shall be entitled to charge the Applicants at the time of submission of the application, a single **Service Fee** of **SLR.<<>>**

- v. The Service Fee [**the Service Provider's Service Fee**] is inclusive of all taxes per service for the services rendered. The Service Provider shall not receive any payments from the Mission/Post for providing services to the Applicants. The Service Provider shall also collect the consular application fee and the Indian Community Welfare Fund (ICWF) fee (both together known as Government of India Fee or GOI Fee) from the applicants at the time of submission of application and issue a receipt to the applicant, as provided in sub-clause v of this Article.

- v. The bar-coded receipt given to applicants availing CPV services should clearly indicate the following details:

- a. Consular Fee (Government of India Fee charged by the Mission/Post)
- b. Consular Surcharge on each application (towards Indian Community Welfare Fund) (Government of India Fee)
- c. Service Fee (to be retained by the Service Provider)

- d. Bank Commission/Agency charges (on actual basis payable by the applicant - to be retained by the Service Provider)
- vi. The Service Provider's Service Fee is inclusive of VAT and local taxes. It is the responsibility of the Service Provider to pay local taxes/VAT to the local authorities).
- vii. **The Service Provider** would ensure compliance with applicable local tax laws in **Sri Lanka** and shall mandatorily furnish a copy of the annual Tax Compliance Certificate (TCC) to the Mission on or before the last date of filing of annual tax returns in **Sri Lanka**. Non-compliance to this Clause can lead to punitive action which could include initiation of process for termination of the Agreement as per para 19(i). In such an eventuality, the Service provider (SP) also agrees and confirms to continue to provide outsourced CPV Services for Mission/Post, for such transition period as may be decided by the Mission/Post. No Notice from Mission/Post in such a case shall be required. The Service Provider (SP) further agrees and confirms that if it fails to provide outsourced CPV services for the **High Commission of India, Colombo** during such transition period, the Mission/Post may invoke and encash the Performance Bank Guarantee (PBG).
- viii) The SP will not utilize any subsidy of any kind from the local Government/local authorities/NGOs both in cash or in grant or through salaries paid directly to the employees.
- ix) The SP will employ only those employees having legal authorisation to work in **Sri Lanka** and should not entertain any illegal immigrants/asylum seekers, etc.
- x) The SP should not utilise NGOs to recruit/hire staff for the ICACs without explicit approval of the Ministry.
- xi) The SP should ensure that the minimum wages of the staff are as per the local law in **Sri Lanka** and in the absence of minimum wage rules, wages should be at market rates.
- xii) Ambience at ICACs should give a look of Indianness in a proper way.

## **2. SCOPE OF WORK AND DELIVERABLES**

The Service Provider shall be responsible for the following:

### **i) Establish and maintain Website and Online Appointment System**

- a) Create and maintain a website providing information to the general public about all CPV services provided by the SP through Mission / Post and establish an online appointment system for distributing appointments to applicants wanting to avail of CPV services. The website shall be created by SP only after due approval from the Mission. The modification of contents on the website is to be done only with the approval of the Mission.
- b) The website shall provide all the information and guidelines for the submission of different types of application forms for availing of CPV services. It shall include web links of Govt. of India for submission of online application forms, checklists for submission of application forms, basic information, and a list of Frequently Asked Questions (FAQs), about each consular service outsourced to SP.
- c) The website shall clearly display steps for submission of applications for different types of CPV services in the text as well as in graphics for better understanding of the applicants. This may include all the steps beginning with the enrolment/registration to the final submission of the application at the Indian Consular Application Center (ICAC).
- d) The website should also clearly, prominently, and separately display the details of the Government of India fee for the services and the Indian Community Welfare Fund (ICWF) fee (both of them known as GOI fees) besides the Service Fee of the Service Provider and shall also provide a total fee needed to be paid as per the service chosen by the applicant through a fee calculator
- e) The SP shall not capture any passive data/information from the applicant on/through its website.
- f) The website shall offer ease of navigation with complete adherence and compliance to W3C (World Wide Web Consortium) standards.
- g) The website shall be compatible for proper display on mobile devices.
- h) The website of the SP should have a separate menu, 'About us' which should have details of the outsourcing company such as the establishment of the company, vision document, names of the top executives with their profiles, details of the executives in charge of the present operations in the country concerned along with contact

numbers, email address etc. It should also contain details of the Holding Company, if any.

- i) The website shall not be used to display any information not directly related to outsourcing operations, including but not limited to promotions, campaigns, advertisements etc.

## ii) **Assistance to Applicants**

- a. SP will have to provide a minimum number of slots per day for each ICAC, as fixed by the Mission/Post, to be opened for applicants, depending upon the number of services/applicants for various consular services. A minimum number of daily appointments would be required at each of the centres **Sri Lanka**. The provision for booking these slots should be indicated on the website of the SP. These slots may be increased by the Mission/Post and no extra service charges would be payable for that. Service Provider will ensure that appointments are fixed in a transparent way. Service Provider's website should build a module for fixing appointments by linking to a single mobile/cell phone/email ID for a maximum of four persons (for family members) to restrict applicants from making bulk booking of appointments. The SP should ensure and facilitate the availability of appointment slots for submission within 05 (five) working days. Delay in appointments will invite penalty as explained in the **Annexure-1** of this document.
- b. SP will have to provide Application Facilitating Services viz. photocopy, photographs, form filling and courier services to applicants submitting consular applications at the Indian Consular Application Centres (ICACs)
- c. SP shall assist applicants by providing factual information on various available categories of CPV Services offered along with the fee schedule and processing the application. The Service Provider shall ensure that the applicants are shown the utmost courtesy and rendered proper assistance by the staff of the Indian Consular Application Centre (ICAC). The staff shall not enter into any argument or acts leading to unpleasantness with the applicants/visitors in the Centre. Any such act(s) shall be dealt with seriously and appropriate remedial measures taken, including penalties applicable, and/or removal of the erring staff member by the Service Provider, if the complaints are serious.
- d. All terms and conditions of payment of fees, refund, and cancellation requests of any service are to be displayed prominently in the public area of ICAC.
- e. All the contact details (phone numbers, email ids, etc.) of OSP related to the delivery of CPV services must be prominently displayed in the public area of ICAC.
- f. The ICAC must have the infrastructure/facilities like ramp/lift /wheelchair for facilitating the entry of differently-abled applicants. There shall be a dedicated official to assist the differently-abled applicants.

- g. Details of the service levels committed by the Service Provider in the Service Level Agreement (SLA) with the Mission/Post will be displayed at the Centre, for the ready reference of the applicants.

### **iii) Acceptance of applications**

SP shall accept applications for CPV services from applicants in person or from representatives authorised by the applicants, including those received by post/courier together with Application Fee, the Indian Community Welfare Fund surcharge (Government of India Fee), the Service Provider's Fee and other necessary and supporting documents (as per the checklist approved by the Mission/Post from time to time). Whenever the Mission/Post requires any applicant to come for an interview, the SP should coordinate with the applicant for the same.

**A) Application received in person /through a representative:** Upon receipt of the application, the SP should:

- (a) scrutinize each column of the application to ensure that the application is filled correctly;
- (b) tally the documents enclosed with the application with the prescribed documents;
- (c) ensure the availability of prescribed fee;
- (d) The application complete in all respects shall be accepted by SP and a payment receipt issued to the applicant as prescribed in clause (vii) of this Article. A second copy of the same payment receipt is to be attached with the application. All complete applications may be forwarded to the Mission/Post on the same day or latest by the next working day after necessary processing and entries in the Service Portal at SP's office.
- (e) The SP shall verify such original documents enclosed with the application which are not required to be sent to Mission/Post(s). A certification marking on the photocopy of the original document "Original Seen and Returned" / "OSR" is to be made by the Service Provider's official followed by signature and date. After verification, the original document may be returned to the applicant on the counter itself, except in those cases the Mission/Post(s) has asked for the same.
- (f) In case of any deficiency in the application, the applicant should be informed, as appropriate, through email, SMS, status tracking portal, etc., on the same day the application has been examined with details of deficiency and action to be taken by the applicant for completion of the application. Such incomplete applications may be retained by SP for a period of twenty-one working days to enable corrections and rectify deficiencies by applicants. Once the deficiencies have been rectified, the Service Provider should submit the completed documents to Mission/Post at the latest within ten working days, failing which a penalty as per provisions of the RFP shall be levied. If, however, there has been no response received from the applicant or the deficiencies have not been rectified within the prescribed period of 21 days, the Service Provider should return the incomplete documents to the applicant along with refund of the GoI fees after deducting bank/agency charges, if

any, within one month. The charges for returning the applications, if not collected in person, should be borne by the applicant. The service fee and charges can be retained by SP in full and non-refundable. In case of undue delay in refund, a penalty as per provisions of the RFP shall be imposed. Cases for which refund could not be made due to local laws or tax laws, etc. shall be exempted.

- (g) The status of the incomplete applications inter alia pointing out to any deficiencies shall be updated in the portal's tracking system at all the stages. A consolidated list of all incomplete applications should be shared with the Missions/Post on monthly basis failing which penalty as per provisions of the RFP shall be levied.

- (B) Postal applications:** The applications received by Post/ Courier should be registered/brought into the main system on the same day of receipt at SP's office. The SP should:
- (a) scrutinize each column of the application to ensure that the application is filled correctly;
  - (b) tally the documents enclosed with the application with the prescribed documents;
  - (c) ensure availability of prescribed fee;
  - (d) The application complete in all respects shall be processed by SP and a payment receipt issued to the applicant as prescribed in clause (vii) of this Article. A second copy of the same payment receipt is to be attached to the application. The application may be forwarded to the Mission/Post on the same day or the next working day after necessary processing and entries in the Service Portal at SP's office.
  - (e) The SP shall verify such original documents enclosed with the application which are not required to be sent to Mission/Post(s). A certification marking on the photocopy of the original document "Original Seen and Returned"/"OSR" is to be made by the Service Provider's official followed by signature and date. After verification, the original document is to be retained by the Service Provider at ICAC and to be returned to the applicant, except in those cases where the Mission/Post(s) has asked for the same.
  - (f) In case of any deficiency in the application, the applicant should be informed, as appropriate, through email, SMS, status tracking portal, etc., on the same day the application has been examined with details of deficiency and action to be taken by the applicant for completion of the application. Such incomplete applications may be retained by SP for a period of twenty-one working days to enable corrections and rectify deficiencies by applicants. Once the deficiencies have been rectified, the Service Provider should submit the completed documents to Mission/Post at the latest within a period of ten working days, failing which a penalty as per provisions of the RFP shall be levied. If, however, there has been no response received from the applicant or the deficiencies have not been rectified within the prescribed period of 21 days, the Service Provider should return the incomplete documents to the applicant along with refund of the GoI fees after deducting bank/agency charges, if any, within one month. The charges for returning the applications, if not collected in person, should be borne by the applicant. The service fee can be retained by SP in full and non-refundable. In case of undue delay in refund, a penalty as per

provisions of the RFP shall be imposed. Cases for which refund could not be made due to local laws or tax laws, etc. shall be exempted.

- (g) The status of the incomplete applications inter alia pointing out to any deficiencies shall be updated in the portal's tracking system at all stages. A consolidated list of all incomplete applications should be shared with the Missions/Post on a monthly basis failing which penalty as per provisions of the RFP shall be levied.

#### **iv) Mandatory SMS updates to applicants**

The SP agrees to provide 4 SMS updates, at no additional cost/charges to applicants for the applications received in person at ICAC, as also for Postal/ courier applications i). Receipt of application in the ICAC, ii). Despatch of documents to the Mission, iii) Receipt of documents in the ICAC from the Mission and iv. Intimation of despatch to applicant by Post/courier or intimation to the applicant to collect in person. All this information should also be uploaded to the website tracking system on a real-time basis.

#### **v) Acceptance of Fee**

The SP shall:

- (a) Accept fees in all manners of payment generally used in Sri Lanka including credit cards and debit cards and online payment facilities except personal/Company/traveler's cheques.
- (b) The SP shall collect bank/agency charges for such transactions from the applicants on an actual basis. The SP must provide rates of such bank/agency charges on the letterhead duly certified by the Bank/agency receiving the bank/agency charges. For the verification of such bank/agency charges, the SP should be able to provide details (statements, confirmation letter from bank/agency etc.) of transactions establishing the payment of such bank/agency charges to the respective bank/agency in a self-explained and transparent manner.
- (c) The modes of payment and bank/agency charges applicable to specific modes of payment must be displayed properly on the ICAC and the website of SP.
- (d) Any bank charges levied on such transactions will not be borne by the Mission.
- (e) No cash payment should be received by Post/Courier.
- (f) Display prominently both in the ICAC and website, information regarding the Consular fee, Service providers' Fee and charges such as ICWF contribution.
- (g) Collection of bank/agency charges from the applicants shall not become a source of income for the Service Provider instead it should only be accepting applicable



bank/agency charges and paying to the respective bank/agency. At any point of time, if Mission/Post(s) wishes to verify such a transaction, SP must be able to establish it in a transparent manner and beyond any doubt. Any violation on this may be penalised by 10 times higher than the maximum penalty amount assigned for any violation.

**vi) Refund of Service Fees**

- a. Service Fees of the SP are refundable when services have not been availed by the applicant with due prior notice to the SP;
- b. Service Fees are refundable if the applicant has been charged more than once for the same service(s) or the applicant has paid a sum in excess and the applicant can provide proof of such excess charge;
- c. Service Fees of the SP are non-refundable when services have been availed by the applicant;
- d. Refunds shall be subject to the local laws in the country where the services are being provided to the applicant including tax laws such as GST/VAT/similar such indirect taxes;
- e. Cases for which a refund could not be made due to local laws or tax laws, etc. shall be exempted; and
- f. In case of undue delay in refund, a penalty as per provisions of this Agreement, shall be imposed.

**vii. Issue of bar-coded receipt for applicants**

- i) The SP shall mandatorily issue a Bar-Coded receipt to the applicant for all the transactions/payments received from any applicant in any manner (online, through payment link, draft, cheque, credit card, debit card, etc.) for any service, whatsoever.
- ii) For applicants opting for postal/courier services, receipts shall be sent to such applicants via email/any other means approved by the Mission.
- iii) On receipt of an application, the Service Provider shall issue a Bar-Coded receipt to the applicant showing the following details:

**1. Details of applicant:**

- (a) File No/ARN.
- (b) Name of the applicant
- (c) Passport No.
- (d) Mobile No.
- (e) Name of Service
- (f) Sub-type of Service

(g) Check-in Time

2. Details of payment:

- (a) Consular fee (Government of India fee)
- (b) Consular surcharge (e.g. ICWF charges, etc) (Government of India fee)

**Total (I)=**

- (c) Service Fee (payable to the Service Provider)
- (d) Taxes (if any)

**Total (II)=**

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

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

- (f) Date and time of payment:

- (iv) The SP shall issue one receipt for all payments received from the applicant per application and there should not be any missing serial number. No handwritten receipt or miscellaneous receipt should be issued by the Service Provider.
- (v) The SP shall generate proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices prescribed by the Mission.
- (vi) The SP shall be responsible for the payment of taxes to the authorities concerned, as the Service Fee is inclusive of applicable taxes.
- (vii) The SP shall arrange the audit of the accounts of total collections received including amounts received as Service Fee. The audit should be conducted by a reputed Auditor in Sri Lanka. A copy of the annual audit report with a certificate confirming payment of local taxes to the concerned authority is to be provided to the Mission at least once a year.
- (viii) The records of all amounts collected by the Service Provider shall be provided to the Government of India Auditors whenever required.
- (ix) The SP should open a separate Bank Account for the outsourcing operations and share the details of the Bank Account opened to the Mission concerned before the start of outsourcing operations.
- (x) The SP should provide details of daily bank transactions from the ICAC to their bank accounts in the form of a monthly statement, certified by the Bank concerned, which

should tally with the details provided to the Mission for audit purposes.

- (xi) The SP shall provide details to Mission/Post(s) of all the amount collected by it through all the means (cash, DD, Bank Draft, Online payment) every day (by close of business), every week (by each Monday) and every month (by 1<sup>st</sup> day of succeeding month) under different heads i.e, Consular Fee, Consular Surcharge (ICWF), Service Fee, Local Taxes on Service Fee, and all other charges collected by it for any purpose. SP should reconcile the account details with Mission/Post on a daily basis.
- (xii) The duration of records to be maintained by SP after the service is completed should not exceed one month unless specifically requested by the Mission.
- (xiii) The SP should ensure that the data has been transferred correctly and the same has been digitized and indexed and stored as per the requirements of the Mission.
- (xiv) The SP should provide a monthly certification that it does not hold any personal records of applicants beyond the stated limit. Any violations on this account will be penalized appropriately (as per Sr. No. 41 of SLA penalty metrics).
- (xv) The SP shall maintain proper accounts of all amounts/fees received for each sub-head.

**viii. Transfer of amounts to Mission's account**

- (a) The SP shall deposit fees due to the Mission i.e. Government of India Fee for CPV services and Consular surcharge fees in Mission's/Post's bank account on the day of receipt (or the next working day in case of delayed receipts/ receipts on closed holidays as agreed upon with Mission).
- (b) The SP's Service fee and bank/agency charges will be retained by the Service Provider. The details of all fees including fees retained by the Service Provider must be provided to the Mission / Post on a daily basis through the manifest of applications sent by the Service Provider.
- (c) Any delay in the transfer of money to Mission's/Post's government accounts shall invite penalties as explained under Service Level Metrics/Penalties, enclosed with this document as Annexure-I. Any such observation by Government Auditors at a later date may also be equally considered a violation of the agreed terms and conditions and invite penalties and shall be paid by the Service Provider immediately. Any delay in payment of such penalties, after the issue of the Notice by the Mission, will invite additional penalties as explained under the section on 'Penalties'.
- (d) Any incident of bounced cheque/transaction will invite a penalty as prescribed

subsequently under Chapter XI: Service Level Metrics/Penalties. Repeated incidents of bounced cheques will invite encashment of the Bank Guarantee and/or termination of the Contract.

**ix. Despatch of documents to the Mission**

- (a) The SP after the initial processing of the application at their end shall send the original applications with enclosures to the Mission/Post(s) twice a day, on receipt of the application from the applicants at ICAC. In case of applications received on a non-working day of Mission/Post (like a holiday or weekend), the same shall be submitted to the concerned Mission/Post on the next working day or as desired by the concerned Mission/Post.
- (b) The following two documents mentioning details of applications must also be enclosed while handing over the applications:
  - (i) Manifest of applications indicating (i) file no. (ii) name of the applicant, (iii) passport no. (iv) service applied for (v) date of submission of application by the applicant (vi) date of handing over of application in Mission/Post (vi) fee collected with all break up i.e, Consular Fee, ICWF charges, Service Fee, bank/agency charges and other charges, if any (vii) date of payment of fee into Government Accounts, period of delay and reasons for the same.
  - (ii) Sub-manifest / covering note with a bundle of each type of application (Passport, Visa, OCI, PCC, SC, etc.) mentioning details of all the applications of a particular CPV service separately.
  - (iii) The Statement should be sent by email to the Mission/Post(s) simultaneously.
  - (iv) Handing/Taking over the applications and passports will take place at the premises of the Mission.
  - (v) The documents should be transported by a dedicated van of the Service Provider in locked containers along with the staff of the Service Provider and security personnel as required. The keys to the containers should be available only in the ICACs and Mission with authorized persons. Additional security measures such as GPS may be included as per local requirements. The security of documents will be the responsibility of the Service provider and in case of any loss of documents, a penalty as indicated in Annexure-I of this document shall be levied.

**x. Return of documents to the applicants**

- a. After disposal of the application/ receiving the processed application and document(s) / Passport from the Mission / Post, the SP shall:

- b. Send an email and SMS to the applicant informing him/her about the completion of processing of the application.
- c. Update the status of the application on the website for status tracking, informing details about the collection/delivery of the document/Passport.
- d. Despatch the document(s)/passport/PCC/OCI/SC to applicants via courier in a secured manner on the same day (or the next working day in case of delayed receipt). SP shall despatch and return the document(s)/passport/PCC/OCI/SC by courier, at no additional cost/charges to applicants for applications received in person at ICACs and also for postal/courier applications. The Service Fee per application, to be collected by SP, is inclusive of the charges for returning the document(s) /passport/PCC/OCI/SC via courier. The security and timely delivery/dispatch of documents will be the responsibility of the SP and in case of any loss of documents or delay in returning documents/passports, penalty as indicated in Annexure-I of this document shall be levied. It is the SP's sole responsibility to ensure the delivery standards as prescribed by the Mission/Post. The GOI/Mission/Post will not be responsible for any disputes between the SP and Courier. If any applicant opts for the collection of document/passport/PCC/OCI/SC from ICAC, the SP shall facilitate the applicant or his/her authorized representative for the collection from ICAC.
- e. If an applicant opts for the collection of documents/passport/PCC/OCI/SC from ICAC, the SP shall ensure that the document/passport has been handed over / delivered to the applicant or his/her authorized representative. A confirmation about the same must be uploaded on the service portal with the time and date of handing over/delivery of the document/passport to the applicant.
- f. The SP shall provide a detailed outgoing/dispatch manifest to Mission/Post(s) through email about dispatch/handing over of documents/passports after disposal of the consular application, showing different stages of dispatch with dates till the final delivery of the document/passport to the applicant.

#### **xi. Quality Control and Assurance**

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

handled.

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

c. Audits Performed by the selected SP:

- (i) The SP must get conducted a Third-Party Audit of processes and procedures of its work on an annual basis and send a report to the Ministry [JS(CPV)] and relevant portions to the Mission (Head of Chancery) concerned within one month of the completion of the annual period of operation.
- (ii) In the first year of operation, the Report for the first six months of operation shall be submitted by the end of the seventh month. Similarly, the Report for the next six months will be submitted by the end of the following month. Thereafter, the yearly report shall be submitted within one month of its falling due. In case of delay in submission Third Party Audit Report, penalty as indicated in Annexure-I of this document shall be levied.
- (iii) The SP in consultation with the Mission/Post(s) concerned shall make necessary rectifications to correct the deficiencies to improve the functioning of the ICAC.
- (iv) The SP shall make necessary improvements to the functioning of the ICAC as pointed out by the Mission/Post(s) concerned from time to time.

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

- a. The SP shall be required to work on the IVFRT, CONSPROM, GPSP, and other such platforms of the Government of India or any other centralised platform for consular services if introduced. Detailed guidelines/procedures in this regard shall be intimated to the SP at the time of introduction of any such centralized platform.
- b. The SP shall install prescribed applications, software, and hardware for processing of the consular applications viz., IVFRT, 'CONSPROM', GPSP and other such software/applications prescribed by the Government of India from time to time for processing of the consular applications. The SP shall also arrange for the installation of other compatible software and hardware as and when prescribed by the Government of India for processing of the consular applications.
- c. The SP may carry out necessary changes/adjustments for the re-alignment of their services, in case the Ministry considers providing these services completely or partly through online mode through other centralized web

portals, in the future.

- d. The SP shall upload the application and scanned supporting documents on the respective platform (IVFRT, GPSP, OCI portal, etc.) at the time of initial processing of the application. All the supporting documents enclosed with the application are required to be uploaded with good-quality scanning and linked to the respective application so that the application as well as all the supporting documents are available in the Mission / Post for processing the application electronically.
- e. In the case of OCI applications, the applicants are required to upload the prescribed documents on the OCI portal while submitting an online application. If certain required documents are not uploaded by the applicant, the same shall be uploaded by the SP.
- f. Those applications that are submitted by applicants directly at Indian Mission/Post will be handed over with supporting documents/enclosures to SP and shall be scanned/ digitized/ indexed to link with the visa application on IVFRT. Such process shall be completed within three working days of handing over the documents to SP. In case of delay penalty as indicated in Annexure-1 of this document shall be levied.
- g. The SP shall deploy a local server with the approval of the Mission/Post(s) concerned to optimize on time to ensure the live upload of scanned documents.
- h. The number of applications received should be tallied with the number of support document sets that have been submitted (uploaded) to the system on a daily basis. The parameters for scanning of visa applications, Metadata and other relevant data are described in the Annex-A of the RFP.

### **xiii. Issuance of Visas: IVFRT System and Biometric Enrolment**

- a. The Government of India's IVFRT (Immigration, Visa, Foreigners' Registration and Tracking) System is used for the provision of visa services. As per this system, it is mandatory for the applicants to fill up the visa application online and present the hardcopy along with their passport and other enclosures to the SP. The SP shall scrutinize the application forms, passport, and enclosures and send them to the Mission/Post concerned as per standing instructions. Any shortcomings in the documentation should be pointed out to the applicant and rectified before despatch to the Indian Mission/Post.
- b. The SP is responsible for capturing ten-finger and facial biometric data of the applicants (as prescribed by the Mission) and linking it with the respective consular application.
- c. Detailed guidelines for capturing biometrics for Visa applications are prescribed in Annexure B of the RFP. The biometrics for Visa applications may be transmitted to Mission/Post electronically along with the case file of the applicant to enable the Mission/Post to upload them on the IVFRT platform.

The Government of India will provide software for this purpose. Enrolment of facial biometrics as per the Indian e-Governance standards is available at <http://egorstandards.gov.in>

**xiv. Issuance of Passports and Acceptance of GEP Background Verification Forms**

- a. The applications for the issue of passports are filled online by the applicants and are submitted at the ICAC. The SP shall scrutinize the application forms, passport and enclosures and send them to the Mission/Post concerned as per standing instructions.
- b. Any shortcomings in the documentation should be pointed out to the applicant and rectified before dispatch to the Indian Mission/Post.
- c. The SP shall be required to work on the GPSP platform of the Government of India or any other centralized platform for passport services if introduced. Detailed guidelines/procedures in this regard shall be intimated to the SP.
- d. The SP shall be responsible for scanning/digitization/indexation of consular/passport/visa/OCI, etc. related documents and uploading the same, linking them simultaneously with the case file at the respective centralized platform/GPSP system in case these are not uploaded during the online application submission process, for real-time digitization of consular, passport and visa (CPV) documents.
- e. The SP shall also be responsible for the enrolment of ten-finger and facial biometric data of the passport applicants and forward the same electronically along with the case file of the applicant.

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

- a. The applications for OCI cards are to be filled online by the applicants and supporting documents required as proof of their Indian origin etc. are to be uploaded by the applicants on the portal.
- b. The SP shall be responsible to collect the application along with enclosures and send the same to the Mission. The SP shall scrutinize the application form, passport and enclosures etc. In case, some required documents are not uploaded by the applicant, the same shall be uploaded by the SP.
- c. The Mission concerned shall issue appropriate instructions to SP for verification of documents. The documents shall be sent to the Mission concerned as per their standing instructions for further action.
- d. The SP shall also be responsible for the enrolment of ten-finger and facial biometric data of the applicants (wherever required), and forward the same electronically along with the case file of the applicant to the Mission/Post.



#### **xvi. Miscellaneous Consular Services**

- a. The applications for Consular Services are filled online, or manually, by the applicants and are submitted at the ICAC. The OSP shall scrutinise the application forms, passport and enclosures and send them to the Mission/Post as per standing instructions. Specific requirements/guidelines regarding documents for various consular/attestation services to be submitted to ICACs will be provided by Mission.
- b. The application received at the ICAC is required to be scanned/digitized/indexed along with enclosures before forwarding the same to the Mission/Post concerned.
- c. In case the Mission/Post is delivering such services through local web portal, OSP may be required to align their services with the Mission/Post's portal.
- d. OSP may carry out necessary changes/adjustments for re-alignment of their services, in case Ministry considers providing these services completely or partly through online mode through a central web portal, in future.

#### **xvii. Biometric capturing**

- a. The SP is responsible for capturing ten-finger and facial biometric data of the applicants (as prescribed by the Mission) and linking it with the respective consular application, as per the format prescribed in Annexure B of the RFP. The enrolment of biometric details of the applicants shall be as per the guidelines of the Mission/Ministry issued from time to time. The SP shall coordinate with the Mission/Post and GOI's National Informatics Centre (NIC) or any other agency approved by the Ministry to put in place seamless procedures for this purpose.

#### **xviii. Digitization and Indexation of applications**

- a. The SP is responsible for timely Digitisation/Indexation of the entire consular, passport, and visa (CPV) application forms along with enclosures, as per the parameters prescribed in Annex A of the RFP, within seven (07) calendar days from the date of handing over of processed application to the Service Provider.
- b. The data pertaining to Visa (including regular (paper) Visa), Passport or any other service shall be compiled in separate DVDs in duplicate (one copy for Mission/Post and one copy for the Ministry), and the data pertaining to consular/misc. attestation services shall be compiled in separate DVDs (single set only) to be kept by the Mission/Post only (It is pertinent to mention that DVDs containing digitized data regarding Misc. Consular Services documents, should be retained in Missions/Post concerned and there is no need to send DVDs to

the CPV Division, Ministry of External Affairs).

- c. With respect to the digitization of passports and related passport services applications, it is stated that Mission/Post in Sri Lanka are integrated into GPSP system. Digitization is done at the time of online submission of the application. SP in such Missions/Post are required to scan and upload the supportive documents during the application submission process itself. The GPSP application system has provision for the SP to send the supportive documents along with the metadata through the web interface developed for the SPs, through which they are currently uploading the applicant's Meta Data into the GPSP system.
- d. Consular/Passport/visa/Misc applications and supporting documents/enclosures submitted directly at Mission/Post(s) shall be scanned/digitized/indexed as per the parameters prescribed in Annex A of the RFP, within seven (07) calendar days from the date of handing over of processed application to the Service Provider.
- e. Any delay in the digitization of the application beyond the above timeframe and the consequent additional expenditure spent by the Mission/Post in the storage of a hard copy of the application is to be borne by the SP. This additional cost will be in addition to the penalties imposed on the SP for the delay in the digitization of the application as indicated in Chapter XI of the RFP. Missions/Post shall not bear any cost towards storage of these applications by the SP if required.
- f. At the time of commencement of the contract, the SP shall make sample DVDs with limited data entries seeking the approval of standard parameters. After approval, the DVDs with full data, for respective services, shall be prepared daily and submitted periodically, on a weekly basis, and submitted to the Mission / Post. The label of the DVDs shall clearly indicate the Mission/Postcode, 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 centralized system. The SP will be responsible for any mismatch in data after uploading finally.
- g. The digitization must be done serially as per the date without missing any applications in between. The SP must certify that no application has been missed and no application has been duplicated. The total number of applications sent to the Mission and the total number of digitised files must be equal. For any reason, the files in the serial number could not be digitised, such files must be included in a separate DVD for identification and tallying purposes.
- h. The SP shall create metadata files and PDF files as per parameters indicated in Annex-A of the RFP to enable efficient linking to the case files and digitization /indexation of documents.

#### **xix) Certification**

- a. The Service Provider should submit the following Certificates at the time of signing of the Agreement and enclose a copy of the same: ISO-9001-2015 certification for quality management; ISO-27001-2013-Certificate of IT-related

service. For an Information Security Management System (ISMS) ISO-23026-2015 for website quality certification

- b. 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 indicated in the RFP besides compliance with local Government procedures. It will be the responsibility of the Service Provider to ensure full compliance with local laws in this regard, to ensure compliance with privacy laws and protection of personal data.

## **xx) Reporting of Fraud**

The Service Provider will immediately notify and report in writing to Mission any case of fraud, crime, theft, cheating, burglary, dacoity, larceny or misappropriation in respect of all or any property, tangible or intangible, physical or electronic etc. and all the details thereof along with the action taken in the matter and also the steps taken/being taken to prevent such happenings in future. It will also be the responsibility of the Service Provider to provide any CCTV footage of the ICAC, required for the purposes of investigation. The Service Provider shall also be responsible for any financial or legal implications in such an eventuality.

- xxi. Submission hours:** ICAC should remain open for six days a week from Monday to Saturday. Acceptance of application at the counters of ICAC should be at least 39/48 hours per week and Back Office working time should be at least 48 hours per week. (Working hours/submission hours can be modified by Mission).

|                                   |   |                             |
|-----------------------------------|---|-----------------------------|
| Working days per week             | : | 6 days (Monday to Saturday) |
| Minimum submission hours per day* | : | 6½ Hours                    |
| Minimum working hours per day     | : | 8 Hours                     |

\*Exact timings will be decided by Mission/Post(s).

- xxii. Opening of ICACs during weekends/holidays:** The SP may be required with prior written authorization/instructions from Mission/Post to open ICACs and submission counter in the Mission and Post during weekends/holidays to facilitate submissions by applicants, at no additional cost to the Government of India/Mission. There will be no separate charges allowed for this purpose. SP will not be allowed to charge any additional cost from anyone [either from the applicant or Mission/Post/Ministry] on all the services rendered by the SP during weekends or holidays.

## **xxiii) Emergency Situation**

The Service Provider should have special arrangements to deal with emergency situation outside office hours and on weekends/holidays in coordination with the Mission/Post. There will be no separate charges allowed for this purpose from

anyone [either from the applicant or Mission/Post/Ministry]. The Service Provider should also have arrangements to provide emergency visa/passport/consular (CPV) services outside office hours as well as on weekends/holidays at no additional cost to the Government of India/ Mission/Post/applicant. Modalities of this arrangement should be worked out with the Mission/Post

**xxiv. Submission counter at Mission/Post:** The SP shall operate, on a regular basis, an exclusive submission counter at the Mission/Post for processing the applications of VIPs and other applicants as decided by the Mission, failing which penalties shall be levied on the SP as prescribed under Chapter XI of this RFP. SP will not be allowed to charge any additional cost from anyone [either from the applicant or Mission/Post/Ministry].

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

**xxvi. Contingency Plan:** The SP shall have in place an adequate contingency plan, in consultation with and with the approval of the Mission/Post concerned (within 90 days of the signing of the Agreement), to maintain an acceptable level of service if the operation of the ICAC(s) is/are interrupted for any reason.

### 3. INFRASTRUCTURE AND FACILITIES

The following facilities and infrastructure will be provided for the outsourcing of CPV services:

#### i) INDIAN CONSULAR APPLICATION CENTRE (ICAC)

- a. The Service Provider shall ensure that the ICAC is easily accessible to members of the public. The respective ICACs shall have the minimum area and the number of submission counters as given below:

| S.No | Location of ICAC | Minimum Area of ICAC in Sq. Ft | Minimum number of Submission Counters |
|------|------------------|--------------------------------|---------------------------------------|
| 1    |                  |                                |                                       |
| 2    |                  |                                |                                       |

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- b. Mission/Post may need to increase or decrease the number of ICACs, if deemed necessary, and the OSP shall be required to increase or decrease the number of ICACs at no additional expenditure/charge to be borne on such account by Gol/Mission/applicants. The OSP shall also operate a submission counter at the Mission/Post, if required by the Mission/Post.
- c. The ICAC should have designated counters/areas for applicants coming with appointments, walk-in applicants, and general enquiries; waiting area and processing area to deal with the applicants as approved by Mission/Post and pledged by the OSP in its Technical Bid submitted in response to RFP. There shall be adequate space for smooth movement of incoming and outgoing visitors, separate exit/entry to ensure a smooth flow of people.
- d. An adequate area will be earmarked for Application Facilitating Services(AFS) and for enrollment of biometric data of the applicants. The office will have an adequate number of Computers/printers/scanners etc. as indicated by the OSP in its Technical Bid submitted in response to RFP with appropriate software as prescribed by the National Informatics Centre (NIC) and as per standard quality parameters.
- e. The OSP shall provide a specific time slot at ICACs for catering to the Walk-in category applicants as Prescribed by the Mission/Post.
- f. The staff of the ICAC shall be well-versed in English and the local language, besides the availability of facility for Hindi and/or the prominent local Indian community language.
- g. The nationality of the staff deployed should be with the consent of the Mission/Post.
- h. A separate workstation for the Mission/Post's officers to be made available at each ICAC.
- i. The ICAC shall have a clear display system indicating the token number of applicant being processed.
- j. The OSP shall provide a digital CSAT feedback mechanism at each counter of ICACs, which is integrated to the appointment system, and an interactive blog, in the format indicated by the Mission/Post, as part of the website linked to the Mission/Post's website, so that it can be seen by all.
- k. The OSP shall provide an efficient and courteous telephonic enquiry system through Toll-free numbers/Voice Over Internet Protocol (VoIP) and shall maintain a chatbot on the website and a dedicated Whats App bot. The Toll-free numbers/Voice Over Internet Protocol (VoIP) Calls should preferably, be handled locally from **Sri Lanka**.
- l. The ICAC shall have provision for drinking water, heating/air-conditioning, lighting arrangements, washrooms, and internet/Wi-Fi for online application submission, etc. The ICACs shall be open from Monday to Saturday (Six days a week) from

0900 hrs to 1730 hrs, excluding public holidays, weekly off days, and holidays designated by Mission. Any changes in the timing of the functioning of ICAC are to be decided by the Mission/Post as per the local functional requirement. The submission hours for applicants should conform to the details indicated in the RFP. Working hours/submission hours can be modified by the Mission/Post in consultation with the Ministry.

- m. The Service Provider will provide the website with complaint pages and shall also have a separate interactive blog or section titled 'Suggestions and Complaints' on its website, as specified by the Mission/Post, to receive suggestions and complaints from the applicants which shall be available for viewing by interested members of the public. The Service Provider shall respond to such complaints to clarify the situation. The details of this interactive blog/website should be displayed prominently at the ICAC, along with a copy of the service standards stipulated in the Service Level Agreement.
- n. Nominate a person who will be reachable during weekends/holidays or after office hours, for coordination with the Mission/Post to deal with any emergency situation.
- o. Adequate electronic surveillance system and manual security systems, including but not limited to security staff, metal detectors, CCTV cameras with recorded data, etc. as specified by Mission/Post, will be provided for in the Centers, as provided in the responses of the Service Provider to the RFP.
- p. Appropriate security in the form of a strong room/cabinet for keeping the documents and passports of the applicants in a secure manner will be provided.
- q. The Service Provider agrees to provide one set of keys of respective ICACs to the respective Mission/Post in a sealed envelope. The Service Provider shall also provide all login credentials of all the system of ICACs in a sealed envelope and shall update them regularly.
- r. Provide an electronic information display at ICAC about the status/progress of the application.
- s. OSP shall provide a customer feedback system, and an interactive blog, in the format indicated by the Mission/Post, as part of the website linked to the Mission/Post website, so that it can be seen by all.

## **ii) Application Facilitating Services (AFS) at ICACs**

- a) SP shall provide, at no additional cost/charge, the following four Application Facilitating Services, to applicants submitting consular applications at ICACs.
  - i) Photocopy: SP shall provide/arrange photocopies of requisite documents to be submitted by applicants along with the consular applications.
  - ii) Photographs: SP shall provide 4 photographs (as per the prescribed specification) to applicants submitting consular

applications. Facilities for capturing photographs of applicants should be arranged inside the ICAC.

- iii) Form filling: SP shall provide, on request of the applicant, form filling and document upload services for filling consular applications.
  - iv) Courier Services: SP shall provide Courier service to applicants submitting consular applications at ICACs. i.e., after disposal of the application/receiving the processed application and document(s)/Passport/PCC/OCI/SC from the Mission / Post, SP shall return the document(s)/passport/PCC/OCI/SC to applicants via Courier in a secured manner, as per the standards prescribed by the Mission/Post. In respect of applications received by Postal/Courier. SP shall dispatch and return document(s)/passport/PCC/OCI/SC to applicants via courier at no additional cost/charges to applicants, failing which penalty shall be imposed as given in the Annexure-1 of this document.
- b) SP shall be responsible for providing the above 'Application Facilitating Services,' viz. photocopying, photographs, Form filling, and Courier services, to applicants at no additional charge/cost to be borne by applicants. Failure of SP to provide Application Facilitating Services to applicants submitting consular applications at ICACs would lead to a penalty as prescribed under Annexure-1 of this document.
- c) SP shall not be allowed to charge applicants, any additional cost other than the single Service Fee for providing Application Facilitating Services at ICACs. Charging applicants for any of the four Application Facilitating Services would invite penalties as prescribed under Chapter XI of the RFP.SP shall not indulge in the sale or promotion of any value-added services, including premium lounge Services, within the ICAC premises.
- d) Website and notice boards of the SP/Mission should indicate that photocopying, photographs, form filling, and courier services are not charged separately and the Service Fee charged by the SP is inclusive of the charges for Application Facilitating Services

### **iii) APPOINTMENT SYSTEM AND SMART QUEUE MANAGEMENT**

#### **a. Appointment System:**

- i. The SP shall provide a transparent, efficient, simple, and accessible online appointment system for submission of the consular applications. The SP should ensure and facilitate the availability of appointment slots for submission within 05 (Five) working days. Delays in appointments will invite penalties as explained under Annexure-I of this document. The SP shall also maintain a maximum

turnaround time of 30 minutes for any applicant from token generation to acceptance of application and payment at the counter of ICAC. SP will not be allowed to charge any additional cost either from applicants or Mission/Post/Ministry.

- ii. The SP shall build an online-based dynamic appointment system for fixing appointments. Appointments shall be linked to a single mobile phone/email ID. Only a maximum of four persons (for family members) can be accepted from a single mobile phone/email ID to restrict bulk booking of appointments.
- iii. The online appointment system shall have the following:
  - a. A user-friendly booking page.
  - b. Anti-fraud/fudging including features to avoid bulk booking except for families.
  - c. Automatic notification, delay alerts and reminders through e-mail and SMS
  - d. Integrated with the Smart Queue Management system and digital CSAT feedback system at each counter of the ICAC.
  - e. A detailed confirmation e-mail with barcode/QR code upon successful booking of appointment.
  - f. Easy canceling and rescheduling of appointments.
  - g. Different services booking by an applicant.
  - h. 24 hours and 7 days availability.
  - i. Facility for online uploading of documents including online payment of fees.
- iv. The SP should provide admin credentials of the appointment system to the Mission/Post for the live monitoring of online appointments, failing which a penalty as per provisions of the RFP shall be levied.
- v. The SP shall provide a specific time slot at ICACs for catering to the Walk-in category applicants. The Walk-in category and the designated ICAC that would handle such applicants shall be prescribed by the Mission/Post.
- b. **Smart Queue Management System (SQM):** The SP shall establish an integrated Smart Queue Management System (SQM), as proposed in its technical Bid, in all ICAC to limit the turnaround time to 30 minutes for all applicants from token generation to acceptance of application and payment at the counter of ICAC. Delay or longer waiting period or any deviation from the service parameters will invite penalty as explained under Chapter XI: Service Level Metrics/Penalties.

The SQM shall have the following features:



- Efficient, streamlined, nearly self-operating queue management system integrated with the appointment system to give the applicant the best customer experience.
  - Sends customers alerts about delays or wait time before service using real-time data.
  - Real-time staff alerts about wait times to manage the situation based on information gathered during check-in, etc.
  - Help the SP to better prepare for peak periods from the data produced and to maintain the timeline for appointment slot availability and turnaround time as prescribed by the Mission/Post.
  - Integration with the appointment system to log the entry and exit time of applicants at ICAC.
- c. **Dash Board:** To enable the Mission/Post to monitor the application process, the OSP shall create a dashboard providing an updated status of all applications received. The dashboard will display the status of every application at its current stage starting from submission of the application, to all stages of processing till final delivery of the service to the applicant, details of all applications and fees paid by each applicant. The Mission/Post shall have real-time access to this dashboard for effective monitoring of ICACs, failing which penalty shall be levied as given in Annexure-1 of this document

### iii) IT RELATED MATTERS

The Service Provider shall make appropriate provisions for the following:

- a. An IT system, which will allow the entire Service Provider's consular service network access to any centrally based appointment system.
- b. The Service Provider shall submit the following Certificates at the time of signing the Agreement:

ISO-9001-2008 (or equivalent) certification for quality management

ISO-27001-2013 (or equivalent) certification for IT related services

However, ISO-23026-2015 (or equivalent) for website quality certification (is to be submitted within 3 months from the date of award of Contract).

The upgraded version shall be provided as and when available.

- c. The Service Provider shall be responsible for the electronic transfer of biographic and biometric data of the applicants, along with PDF files of enclosures, to the Mission/Post as per the prescribed format.

- d. Wherever required, meta-data files with sub-files for enclosures, shall be created to enable electronic transfer of data.
- e. Enrolment of biometric data, ten-finger biometric, and facial biometrics, as prescribed by the National Informatics Centre (NIC) right from the beginning and in coordination with the Mission/Post.
- f. Digitization and indexation of documents including enclosures and photographs as per the parameters indicated in Annexure-A of the RFP and as prescribed by Mission/Post as and when required. The digitized/indexed documents shall be passed on to the Mission/Post in the prescribed format approved by the Mission/Post within the prescribed time frame to enable an efficient search and retrieval operation. Delays in digitization/indexation of documents will attract penalties including forfeiture of Bank Guarantees (BGs). While the time frame for indexation/digitization of documents should be strictly adhered to, the Service Provider should complete the work without any shortcomings at the time of expiry/termination of the Agreement, failing which all the Bank guarantees with the Mission will be forfeited by the Service Provider to meet the cost of completion of the balance of work by the company/agency approved by the Mission.
- g. The ability to computerize operations related to the accounting of fee collection. The Service Provider shall provide for the introduction of CONSPROM software for accounting procedures as and when introduced by the Mission, in consultation with the National Informatics Centre (NIC). The requisite software will be provided by NIC free of cost.
- h. The ability to computerize operations related to the tracking of CPV services and other applications movement from receipt to delivery. This status shall also be available on the website of the Service Provider.
- i. A security system for the control of Applicants and safe custody of documentation collected/biographic and biometric data, including information held on IT systems.
- j. An effective quality control system.
- k. Records and statistics in the format required by the Mission.
- l. The Service Provider will establish and operate a website in coordination with the Mission, which will contain all information relevant and useful to applicants of CPV services. All information posted on the website shall have the approval of the Mission in advance.
- m. 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/Post. Penalties will be applied for failure to do so, as per the Annexure-I of this document.

#### **iv) RECRUITMENT AND STAFF REQUIREMENT**

- i. The Service Provider shall recruit and train staff who can explain clearly and accurately the application process and the details of documents which shall be submitted along with the application.

- ii. The qualification of the staff recruited shall be a minimum of Bachelor's Degree graduate. They will also have appropriate educational/technical qualifications for the type of work to be handled and shall be well-versed in the local language and English, besides Hindi and/or the language of the local Indian Community.
- iii. The staff shall have an appropriate work permit/visa to work in the Centres and shall be free from any criminal records.
- iv. The Supervisory and executive personnel of the Service Provider will be responsible for the efficient running of the Centres and shall closely coordinate with the Mission.
- v. The management and staff of the Service Provider shall be courteous and helpful to the applicants.
- vi. The Service Provider shall adhere to good industry practices.
- vii. The Service Provider shall provide details of the personnel to be deployed in the ICACs for pre-verification purposes and approval by the Mission. Persons not cleared by Mission shall be replaced immediately at the Service Provider's cost and liabilities.
- viii. The Service Provider shall ensure that all his / her employees are paid salary at or above the minimum wage as per local laws. The salary slips of each of the employees at respective ICACs shall be shared with the Mission/Post every month.
- ix. Minimum number of staff/personnel to be deployed by the Service Provider at the respective ICACs will be as given below, failing which penalty shall be levied as explained under Annexure-I of this document.

| S.No | Name of ICAC | Minimum Staff Requirement                                                                                                                  |
|------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| 1    |              | Country Manager:<br>ICAC Manager:<br>Submission staff:<br>Staff for Application Facilitating Services:<br>Receptionist:<br>Usher/Security: |
| 2    |              | Country Manager:<br>ICAC Manager:<br>Submission staff:<br>Receptionist:<br>Usher/Security:                                                 |

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#### 4. CHARACTER AND ANTECEDENTS

The Service Provider shall be free from any allegations or activities connected with human trafficking, hawala transactions, cheating, bankruptcy and anti-Indian activities or acts inimical to the interests of India. Any adverse information, that comes to light after the signing of the Agreement, could lead to termination of the same immediately and the expenses in this regard shall be borne by the Service Provider. The Mission shall have the right to call for a Police Clearance Certificate at any stage in respect of any member of the senior management of the Service Provider and in the event of any adverse report about his/her involvement in any of the above-mentioned activities, Mission shall have the right to take appropriate action, including termination of the Agreement or blacklisting of the Service Provider.

#### 5. ELIGIBILITY AND PREREQUISITES

Eligibility of the bidding companies has been explained in the RFP. Any misrepresentation of facts, established subsequently, would lead to termination of the Agreement. Accordingly, sister companies and subsidiaries of the SP shall not bid separately for outsourcing of CPV services. If this is found after the signing of the Agreement, the Service Provider is liable for termination and the costs of termination shall be borne by the Service Provider.

#### 6. BANK GUARANTEES

- i. The following irrevocable Bank Guarantees shall be provided by the Service Provider at the time of signing of the Agreement to the Mission which can be encashed if the penalties imposed by Mission for not adhering to the provisions of the Agreement are not paid in time by the Service Provider (SP):
  - a) The OSP shall provide a Bank Guarantee of **SLR.....** for the **Government funds held by it temporarily, after collection, and for the safety of documents**, (fixed at 5 days of daily Government revenue for the Mission/Post for providing CPV services, as applicable (based on the average of the past two years). Any violation may lead to the imposition of Penalty and encashment of BG. In case of repeated defaults, the Mission reserves the right to terminate the Agreement.
  - b) The OSP shall provide a **Performance Bank Guarantee (PBG)** of **SLR.....**(fixed @ 5% of the Contract value. The contract value is equal to the Service Fee quoted by L1 multiplied by the number of CPV applications processed by the Mission for the last three years. The PBG should be valid for the entire period of the Agreement plus six months beyond the expiry of the Agreement period, for settlement of penalties due

as explained under the section on 'Penalties' in the RFP and in accordance with the Agreement. This PBG shall be given in four pieces with 50%, 20%, 20%, and 10% of the total value. For the extended period of the Agreement, the BGs should be renewed with a further extension of an additional six months to determine and settle any dues arising out of non-completion of work and non-payment of penalties, etc.

- c) The OSP shall provide a Bank Guarantee in **SLR.....for premature termination of the Agreement**, a sum equivalent to 'Service Fee (as per L1) x 180 days x Number of Applications per Day' – based on the number of CPV applications processed by the Mission during the last three years.
- ii. All Bank Guarantees (BGs) shall be irrevocable and shall be submitted to the Mission at the time of signing of the Agreement as per the format enclosed as Annex G of the RFP. All the Bank Guarantees shall be valid for the entire period of the Agreement plus six months after the expiry of the Agreement. Whenever the Agreement is extended, all the Bank Guarantees shall also be extended accordingly with a further extension of an additional six months to determine and settle any dues arising out of non-completion of work and non-payment of penalties etc. After the expiry/termination of the Agreement, the SP shall continue to extend the BGs on a monthly basis till all the pending matters, if any, are settled and a 'No Dues Certificate' is issued by the Mission. The extension of the BG is the sole responsibility of the SP and if any delay or unwillingness on the part of SP is noticed, the Mission has the right to encash the Bank Guarantee.
- iii. The amount of Bank Guarantees shall be as per the provisions of this Agreement. Any reduction in the Bank Guarantee due to the invocation of any Bank Guarantee(s) shall be recouped within two weeks. Additional penalties will be applicable for any default on this account.
- iv. Any delay in the submission of Bank guarantees will lead to delay in signing the Agreement. The Service Provider will be fully responsible for any delay in starting the outsourcing operations and resulting in financial liabilities.
- v. The OSP will effect and maintain insurance sufficient to cover its obligations under the Agreement, properties of the ICAC, staff obligations etc., for the respective buildings of the ICACs for the Mission concerned including those obligations which survive the expiration or termination of the Agreement. Any default on this account could lead to the imposition of penalties as appropriate and the imposition of a ban against the SP in future bids. The Insurance Policy should be submitted to the Mission within three months from the date of award of the Contract and should be renewed appropriately. Any default on this account could lead to the imposition of penalties under Chapter XI of the RFP titled Service Level Metrix/Penalties (Annexure 1 of this Agreement), Termination of Agreement, Forfeiture of Bank Guarantee provided for Premature Termination of

Agreement, and barring of the Service Provider from participation in future tender processes, as appropriate.

## 7. INDEMNITY FOR LOSS

- i) The Service Provider will be fully responsible for the performance of the services, for all documents and consular application fee together with Indian Community Welfare Fund (Government of India Fee) received, the safe keeping of such documentation including biographic and biometric data and the amounts from the point of collection until it is delivered to the Mission/Post or deposited into the Mission's/Post's designated bank account in accordance with Schedule-II and while it is in transit back to the Applicant.
- ii) The Mission shall not entertain any claim for expenses or liability for loss of passports or documents or any other claim directly or indirectly attributed to or caused by such loss provided always that such loss occurs while the said documents are in the care and custody of the Service Provider. The Service Provider shall indemnify the Mission/Post to the full extent, including any legal costs incurred in the event of any claim made by any Applicant for loss caused *or for any suit for damage arising due to loss of* confidentiality or personal details including biographic and biometric data of the applicant while the said documents are in the care and custody of the Service Provider and it shall be the Service Provider's responsibility to compensate the Applicants if such losses occur.
- iii) The Service Provider indemnifies the Mission from and against any liability incurred by the Mission and loss or damage to the property of the Mission arising from any unlawful, negligent or willful act or omission by the Service Provider, its officers, employees, or authorized representatives in connection with and in the performance of this Agreement

## 8. APPLICATION FEES

- i) The Service Provider shall accept the Consular application Fee along with Indian Community Welfare Fund (both are Government of India Fees) from Applicants and transfer the said amounts by quickest mode of payment (Cheque/Bank Transfer/Cash) into the Mission's/Post's designated bank account on the day of receipt or next day depending upon local banking hours. Wherever facilities for electronic transfer are not available, the amounts received by the Service Provider should be paid into the Mission's/Post's designated account by any other means (Cash/Cheque, etc.) on the same day depending upon local banking hours. The amounts received late shall be deposited/transferred into the Mission's/Post's designated bank account on the following working day without fail. Confirmation of transfer/credit should be sent to the Mission on daily basis.
- ii) **Delayed Payment and Penalties:** The Government of India fee received by the Service Provider on behalf of Mission is to be deposited on the same day or the next working/banking day (in case of delayed receipts), in the account of the Mission/Post, as explained above. Failure to do so will entail a penalty equivalent

to 0.5 percent of the undeposited amount multiplied by the number of days of delay. Failure to deposit amounts received by the Service Provider on behalf of the Mission/Post, in full or in part, into the Mission/Post's account continuously for three working/banking days will be taken as intentional serious lapse and the Mission/Post will have the right to encash the Bank Guarantee provided for this purpose, as explained under the section on Bank Guarantees (Para 6(i) (a) above).

- iii. If the penalty amount payable by the Service Provider exceeds the Bank Guarantee amount provided for the purpose, the Mission shall have the right to encash other Bank Guarantees. In that event, the Mission shall have the right to terminate the Agreement immediately, encash the existing Bank Guarantee provided for Premature Termination of Agreement and take possession of all the passports and documents with the Service Provider and any other properties of the Mission/Post lying with the Service Provider. The process of smooth takeover of the services will begin from the moment the services are terminated under this clause under the overall supervision of an officer appointed by Mission for this purpose and the process has to be completed in all respects as early as possible, in not later than three months or the notice period given by the Mission, whichever is later. In case the Service Provider decides to terminate the Agreement before the Notice Period, the Mission will encash all the Bank Guarantees stipulated in Para 6 of the Agreement.
- iv. Any termination of Agreement by the Service Provider for reasons which have not been accepted by Mission or termination of Agreement by the Mission due to security reasons or poor quality of services will have negative impact on evaluation of Technical Bids in future tender processes in this Mission or any other Mission.
- v) Failure to pay the penalties applied shall result in debarment of the Service Provider for five years in participating in any future tender process by Ministry of External Affairs. Any termination of Agreement by encashing Bank Guarantees will debar the Service Provider from taking part in future tender process of Indian Missions where the incident has occurred.

## **9. SERVICE FEE**

- i) The Mission/Post will not pay for the services rendered by the Service Provider. The Service Provider will charge a singular Service fee per application as approved by the Mission (Service Fee quoted by the SP in Annexure-K of the RFP) denominated in **SLR** as indicated in Para 1 of the Agreement.
- ii) The Service fee per application quoted is inclusive of any local taxes and VAT currently applicable in **Sri Lanka**. During the tenure of the Agreement, there shall be **NO** revision in the Service fee.

## **10. CONTRACT MATERIAL**

- i) All material necessary for the processing of the application for Consular/ Passport/ Visa /OCI/PCC/SC / GEP verification/ Miscellaneous Attestation services shall be stipulated by the Mission to the Service Provider who shall prepare the same at its own cost, which shall include but will not be limited to specimen application forms, the Indian Consular/ Passport/ Visa/ OCI/ PCC/ SC/ GEP verification/Miscellaneous Attestation services web-page on the Service Provider's website and Information flyers.
- ii) The said material shall remain the property of the Mission and shall be returned to the Mission on expiration or premature termination of this Agreement.
- iii) The Mission grants the Service Provider a license to use, reproduce and adopt the name of the Mission only for the purposes of this Agreement and in accordance with any conditions or restrictions notified by the Mission in writing from time to time.
- iv) Ownership of all material created in performance of the services under or otherwise in accordance with this Agreement vests in the name of the Mission on its creation.
- v) The Service Provider will ensure that the material is used, copied, supplied or reproduced only for the purposes of this Agreement.

## **11. ACCESS TO PREMISES**

- i. The Service Provider will allow officials of the Mission and any other persons authorized by the Mission to access Centre premises at all reasonable times and to inspect and copy all relevant documentation and records stored in the Service Provider's possession or control for the purposes associated with this Agreement or any review of performances under this Agreement.
- ii. The rights referred to in Sub-clause (i) are subject to:
  - a. the provision of reasonable prior notice to the Service Provider. However, authorized officials of the Mission would have unrestricted access to the applicant's area of the Centre to inspect the operations.
  - b. compliance with the Service Provider's reasonable security procedures.
  - c. the Service Provider will ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this Clause.
  - d. Sub-clauses (i) and (ii) apply for the term of this Agreement and for a period of five years from the date of expiration or termination of the Agreement in respect of data handled by the Service Provider.



## 12. INSURANCE

- i. The Service Provider will effect and maintain adequate insurance to cover all the Service Provider's obligations under this Agreement, including those obligations, which survive the expiration or termination of this Agreement.
- ii. The Service Provider will provide proof of current insurance acceptable to the Mission and shall provide to the Mission a certified true copy of the policy of insurance within one week from the date of the issuance of the Policy. Failure to renew insurance policies in time will invite penalties as explained under Bank Guarantees – Para 6(v).

## 13. PRIVACY LAWS AND PROTECTION OF PERSONAL INFORMATION

- (i) The Service Provider is required to comply with all national laws of the country of its operation related to privacy and data security. It is solely responsible for any breach/violation of the local laws and would in no way seek involvement of Ministry/Mission in any form, whatsoever.
- (ii) The Service Provider shall ensure complete confidentiality of the information provided by 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 as per the provisions of the Privacy Laws in India and in Sri Lanka. 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 **SLR 300,000** per passport or document lost/damaged. In addition, all replacement including damages/penalty imposed by any judicial, quasi-judicial body and legal costs claimed by the applicant in this regard shall be the sole responsibility of the Service provider.
- (iii) The Service Provider will deal with and handle all personal information including biographic and biometric data as per the provisions of the Privacy Laws in India and in Sri Lanka. In particular, the Service Provider undertakes to:
  - a) use, handle and deal with all personal information only for the purposes for which it is collected or otherwise comes into the Service Provider's possession under this Agreement; and
  - b) protect all personal information including biographic and biometric data in its possession and shall not disclose it without the consent in writing of

the Mission or unless required by the domestic law with the consent of the Mission. Any provision of information pertaining to the Agreement or information handled as per the provisions of the Agreement to the local Government shall be only with the approval of Mission.

c) In the event of failure to comply with the obligations under this clause referred to above, the Mission shall have the right to encash the Bank Guarantees referred to under Para 6 (i) (b) and (c) and terminate the Agreement with immediate effect.

- iv. The Service Provider will ensure access of authorized officials from the Mission to its premises and documents.
- v. 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.
- vi. The Service Provider is fully responsible for the personal and biometric data of applicants seeking services in the ICAC and must ensure strict compliance of relevant laws in operation.
- vii. Ministry/Mission will take all reasonable steps to maintain the confidentiality of the Service Provider's information, which is clearly marked 'Confidential'. However, subject to the Right to Information (RTI) Act 2005 of the Government of India (GoI), Ministry may be required to release information in accordance with the provisions of that Act or by an Order of the Courts in India. The information in this Agreement or otherwise supplied by the Ministry/Mission or any of its representatives, is to be kept Confidential except to the extent already publicly available or authorized by Ministry/Mission. Any Agreement made by the Service Provider with a third party to provide courier/security services should be made available to the Mission upon request.

#### **14. MISREPRESENTATION**

- i. The Service Provider will not represent itself and will ensure that its officers, employees, agents, and subcontractors do not represent themselves, as being an officer, employee, agency, or organization of the Mission.
- ii. The Service Provider will not by virtue of this Agreement, or for any other purpose, be deemed to be an officer, employee and partner of the Government of India or as having any power or authority to bind or represent the Government of India.

- iii. All advertising signage and public information relating to the services provided by the Service Provider for the Mission requires the prior approval of the Mission.

## **15. ASSIGNMENT AND NOVATION**

- i. The Service Provider will not assign in whole or in part its rights under this Agreement without the prior written approval of the Mission.
- ii. The Service Provider will not assign in whole or in part its obligations under this Agreement.
- iii. 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.

## **16. DISPUTE SETTLEMENT**

In the event of any dispute or difference arising out of or in connection with this Agreement, the same shall be resolved amicably between the Parties, after issuance of 15 days' notice in writing to the other party clearly mentioning the nature of the dispute. In the event the Parties are unable to resolve their dispute amicably, the following dispute resolution procedures shall apply:

- i. Any dispute or grievance not resolved amicably, shall be forwarded by the Service Provider to the Monitoring Committee which shall be headed by the HOM of the Mission. The Monitoring Committee shall also include the Head of Chancery and up to two members from the Mission concerned, as considered necessary by the Chairman. A representative of the Service Provider may also be a member of the Monitoring Committee. The formation of the Monitoring Committee shall be at the discretion of the HOM concerned. After giving an opportunity of being heard to the Service Provider, the Monitoring Committee shall consider the matter and give its decision thereon in writing.
- ii. If the dispute is not resolved at the level of the Monitoring Committee or within three months from the date of submitting the dispute to the Monitoring Committee, the dispute may be referred to the Appellate Authority in the Ministry. The Appellate Authority shall be headed by the Secretary/Additional Secretary or a nominee not below the rank of Joint Secretary and comprise of the Joint Secretary (CPV), one officer not below the rank of Director in the CPV Division; one officer from the Finance Division not below the rank of Deputy Secretary; one officer from L&T Division not below the rank of Deputy Secretary, one officer from the Administration Division not below the rank of Under Secretary.

iii. If the dispute is not resolved in the Appellate Authority, the Parties may submit the dispute to Arbitration under the Delhi International Arbitration Centre (DIAC) in accordance with DIAC (Arbitration Proceedings) Rules, 2018, as amended from time to time. In the Arbitration, before DIAC, the applicable law shall be Indian law for all purposes, both substantive as well as procedural. The Delhi International Arbitration Centre Rules (DIAC) made there under with all/any modifications or amendment thereof for the time being in force shall apply to the arbitration proceedings. The working language of the Arbitration shall be English. The seat of Arbitration shall be at New Delhi. The decision of the Arbitration Tribunal shall be final and binding on the Parties. The Agreement shall be governed and interpreted in accordance with the laws of India and Courts in Delhi shall have exclusive jurisdiction. It is, however, made clear that any dispute between the Service Provider and its partner/local partner shall be the sole responsibility of the Service Provider. Similarly, any problem arising out of such dispute that may affect the outsourcing of CPV services shall be the sole responsibility of the Service Provider. Ministry/Mission concerned shall not, in any manner, be responsible for such a dispute and in the event of such a dispute affecting the CPV services in the concerned Mission, the penal provisions indicated in this Agreement/RFP shall be applicable.

## **17. INDUCEMENTS/THREATS**

- i. Offering an inducement of any kind in relation to this contract will result in a ban on the SP from participating in future bids in all Missions/Ministry.
- ii. The 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 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. The Service Provider also shall not resort to any act of threat or intimidation against the officers of the Mission/Ministry of External Affairs for not agreeing to any particular request/demand either during the tender process or during the period of the Agreement.
- iii. If any violation is committed by the Service Provider in this regard, the Mission shall be entitled to disqualify the SP or terminate the Agreement with immediate effect by written notice to the Service Provider. In that event, the Bid Security Deposit or the Bank Guarantee for Premature Termination of Agreement will be encashed by the Mission and the Service Provider will be banned/debarred from taking part in future tenders of all the Missions/Post. The Ministry of External Affairs shall also have the right to terminate the existing Agreements in other

Missions/Post. The Service Provider shall be responsible for the consequences arising out of such termination in regard to other parties and agencies.

## **18. PENALTIES**

**i. Delay in opening of ICAC:** The Service Provider will ensure that all ICACs are established by the time-frame indicated in Schedule-II and other required infrastructure and systems such as the website, the call centre(s) are in place within the agreed time-frame to the satisfaction of the Mission/Post. In the event of delay in opening the Centres, Mission has the right to terminate the Agreement and also encash the Bank Guarantee(s) referred to in Para 6 (i) (b) and (c), if alternative arrangements are not provided by the Service Provider for smooth functioning of the outsourced services of the Mission/Post. [Annexure-1; Service Level Agreement (SLA), S.No. 13].

**ii. Premature Termination of Agreement:** The Service Provider agrees to forfeit the Bank Guarantee of **SLR** ..... referred to under Para 6 (i) (c) of this Agreement pertaining to premature termination of the Agreement to the Mission.

**iii. Operational penalties**

This will be in accordance with the Service Level Agreement enclosed with the document as Annexure-1.

## **19. TERMINATION**

- i.** Mission reserves the right to terminate the Agreement at any time by giving two months' advance written notice to the SP. However, Mission shall also have the right to terminate the Agreement by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws, non-compliance of taxation laws in **Sri Lanka**, and in such case shall have the right to encash the Bank Guarantee for Premature Termination of Contract. Termination will have effect from the date of notification unless there is a specific statement to the contrary in the notice of termination.
- ii.** The Mission has the right to terminate the contract if, during the review process, it is found by the Mission/Post that the services rendered by the Service Provider did not meet the standards of quality and efficiency of the services expected of the SP as per the RFP and the Agreement. The SP will

have the option to terminate the Agreement by giving 06 (six) months advance written notice to the Mission and Post, with reasons for termination of Agreement to be accepted by Mission. The Mission reserves the right to impose a financial penalty as prescribed under Annexure-1 of this document, in case the SP terminates the Agreement without providing six months' termination notice.

- iii. In the event of implementation of a 'Visa Free' regime mutually between the Government of India and the Government of **Sri Lanka**, the Government of India/Ministry/Mission shall not have any liability to compensate the SP on account of any shortfall in the visa applications.
- iv. In the event of liberalization of the e-Visa regime or any other liberalized visa regime after the floating of the RFP or during the period of the Agreement, the Government of India/Mission/shall not have any liability to compensate the SP on this account.
- v. Ministry/Mission will not have any liability to compensate the Service Provider if the agreement is annulled due to outcome of litigation in the court.
- vi. In the unlikely event of a break-down of diplomatic relations between the Government of India and the Government of **Sri Lanka**, or in the event of a serious security threat perception that may necessitate the winding up of consular operations in the country, the Mission shall terminate the Agreement at one week's written notice without any liability to the Government of India / Mission.
- vii. Agreement once signed, cannot be surrendered by the SP for any reason whatsoever. However, the SP has the option to terminate the Agreement as per the provisions of this Agreement.
- viii. If the SP after receiving show cause on account of non-performance of its obligations under the Agreement or the payment of penalty, surrenders the Agreement or gives written notice shorter than six months for termination of the Agreement, it shall be treated as premature termination of the Agreement and the Mission shall have the right to encash bank guarantee for pre-mature termination of Agreement as well as PBG as provided under Annexure-I of this document and SP may also be debarred for a period of up to five years from participating in any tender process of the Ministry/Missions/Post abroad

## **20. VARIATION**

No variation of this Agreement is binding unless it is agreed upon in writing between the Parties.

## **21. SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of either jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and they shall continue to be in force.

## **22. FORCE MAJEURE**

Any delay or failure in performance by the Service Provider may be excused if and to the extent caused by the occurrence of a Force Majeure. For the purpose of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, acts of the public enemy, fires, earthquakes, volcanic ashes, floods, explosions, riots, wars, hurricane, sabotage, accident, governmental acts, injunctions, labour strikes other than those of the Service Provider, which prevented the Service Provider from discharging his functions under this Agreement.

In Covid-19 pandemic like situation the Service Provider would be required to provide minimum specified services as per requirements of the Mission/Post and as may be permissible under the applicable State laws.

In case of the occurrence of force majeure event, the Service Provider shall give a notice within 15 days of such occurrence and the Mission may, at its sole discretion, waive penalties for non-performance.

## **23. SUPERVISORY MECHANISM**

To ensure transparency and optimum performance in the functioning of the ICACs, a Monitoring Team comprising of the Consular Officer of the Mission/Post concerned and the Manager of ICACs shall meet on a weekly basis to discuss any issue(s) pertaining to functioning of the ICACs and take note of the complaints received during the period. Any lapse shall be brought to the attention of the Manager, ICACs who shall ensure to rectify the same without delay failing which the penalty shall be imposed as per Service Level Metrics provided in the RFP/with this Agreement. The composition of the Monitoring Team is subject to modification/change at the discretion of the Mission/Post.

## **24. COMPLETE AGREEMENT WITH SCHEDULES AS INTEGRAL PART**

This Agreement constitutes the whole agreement between the Parties in relation to the subject matter. Schedule-I and Schedule-II annexed hereto and the Service Level Agreement at Annexure-1 as well as the proposal submitted by the Service Provider at the time of bidding shall be taken, read, and construed as an essential part of this Agreement.

## 25. TERM OF AGREEMENT

- i. This Agreement shall enter in to force on the date of its signature thereof by the Parties and will expire on <<Date of Expiry>> (three years after the date of signing ) unless terminated before that date in accordance with para 19 above.
- ii. The performance of the Service Provider will be reviewed at the end of every year to evaluate corrective measures for deficiency(ies)/shortcomings in quality of service during the year. If the service provided by the Service Provider becomes unsatisfactory or adequate measures have not been taken, the Agreement will be terminated as per Para 19 of the Agreement.
- iii. This Agreement can be modified by the mutual consent of the Parties in writing.
- iv) Tender/ RFP floated for outsourcing of Consular/ Passport/ Visa/ OCI/ PCC/ SC/GEP verification/Miscellaneous Attestation Services at **High Commission of India in Colombo and Consulate Generals in Jaffna and Hambantota and Assistant High Commission in Kandy**published on..... 2025 forms an integral part of this Agreement.

In witness whereof, the undersigned, being duly authorized thereto by the Parties, have signed this Agreement.

Signed on ....., in two originals in the English language.

|                                                                                                                                                                      |                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>SIGNED SEALED AND DELIVERED</p> <p>For and on behalf of the Embassy of India,<br/>.....by</p> <p><b><u>Name and designation</u></b></p> <p>In the presence of</p> | <p>SIGNED SEALED AND DELIVERED</p> <p>For and on behalf of <u>M/s...SP.</u></p> <p><b><u>Name and designation</u></b></p> <p>In the presence of</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|



|                                                                             |                                                   |
|-----------------------------------------------------------------------------|---------------------------------------------------|
| <hr/> <p><b><u>(name and designation)</u></b></p> <p>(Embassy of India)</p> | <hr/> <p><b><u>(name and designation)</u></b></p> |
|-----------------------------------------------------------------------------|---------------------------------------------------|

## **SCHEDULE-I**

**\*List of Consular, Passport and Visa services which the Service Provider will provide to the High Commission of India in Colombo and Consulate Generals in Jaffna and Hambantota and Assistant High Commission in Kandy:**

- (a) Passport
- (b) Visa
- (c) OCI
- (d) PCC
- (e) GEP Verification
- (f) SC
- (g) Misc. consular Services viz., Certificate of Birth/Death etc.
- (h) Attestation Services
- (i) Any other service prescribed by the Mission.

Note: The list of services can be modified by the Mission as and when required.

## **SCHEDULE -II**

### **1. Indian Consular Application Centres (ICACs):**

1.1 The Service provider will maintain ICACs in the following locations:

| <b><u>Sl. No.</u></b> | <b><u>Location</u></b> |
|-----------------------|------------------------|
|-----------------------|------------------------|

- |      |  |
|------|--|
| i.   |  |
| ii.  |  |
| iii. |  |

The Service Provider shall ensure that the ICACs are located in easily accessible premises for the public, conveniently connected to the Mission, and equipped with adequate parking facilities for applicants. Each ICAC will provide sufficient space, including comfortable waiting areas (with seating arrangements, proper lighting, drinking water, and washrooms), application counters, dedicated desks for Application Facilitating Services (AFS), and processing areas. The Service Provider will maintain these ICACs, unless otherwise agreed upon by both parties. Furthermore, the Service Provider will prioritize minimizing waiting times and ensuring the ICACs are equipped with the necessary facilities to support applicants. The ICAC shall be opened to the public on or before <<date>>. Any delay beyond this date shall attract penalty as specified in Annexure-1 of this document.

1.2 The SP shall operate, on a regular basis, an exclusive submission counter each at the **High Commission of India in Colombo and Consulate Generals in Jaffna and Hambantota and Assistant High Commission in Kandy** with adequate number of staff, for processing the applications of special cases, as decided by the Mission/Post.

1.3 The **High Commission of India in Colombo and Consulate Generals in Jaffna and Hambantota and Assistant High Commission in Kandy** may need to increase or decrease the number of ICACs and set up Centres in other cities in the future if deemed necessary, and the OSP shall be required to increase or decrease the number of ICACs at no additional expenditure/charge to be borne on such account by Gol/Mission/Post/Gol/applicants. OSP will not be allowed to charge any additional cost from anyone [either from applicants or Mission/Post/Ministry].

### **2. Operating Hours**

2.1 The ICACs shall be open from **0900 hrs to 1730 hrs** from Monday to Saturday (six days a week) excluding public holidays/weekly off days in <<>> and holidays as decided by the Mission. (Any changes in the timing of functioning of ICAC are to be decided by the Mission as per the local functional requirement). The submission hours for applicants should conform to the details indicated by the Service Provider in its response to the RFP.

While the ICAC shall operate at least <<>> hours (with a minimum eight hours per day) per week excluding public holidays, it shall have at least <<>> hours per week for submission of applications (with a minimum six-and-half hours per day) at the counters of ICAC. The exact timings will be decided by the Mission/Post(s) concerned.

2.2 Extended hours/additional staff for peak periods/seasons shall be arranged by the Service Provider in coordination with the Mission to facilitate the applicants without any additional charges.

2.3 Provisions shall be made for emergency visa/passport/consular services after office hours, weekends and holidays by the Service Provider by designating one person to coordinate with the Mission without any additional charges.

### **3. Reporting Requirements**

3.1 The Service Provider is to maintain records of the number of applications received, the number of passports handled, and the number of phone calls and e-mails received and answered. These reports are required on a weekly basis and shall be provided to the Mission/Post.

3.2 The Service Provider is required to report daily on the number of applications accepted by the Service Provider and the corresponding amount paid into the designated account of the Mission and also the Service fee/bank/agency charges collected by the service provider against each application. A proforma will be provided to the Service Provider by the Mission/Post on the information required daily when the Service Provider drops off the service applications forms.

3.3 The Service Provider will report monthly, or as required by the Mission/Post, on the location of visa service application lodgments with the Service Provider's office and statistics on where passports were forwarded to in order to understand where the demand for Indian visa services is originating from.

### **4. Remuneration**

4.1 The charges to clients shall not exceed the cost of the consular fee together with Indian Community Welfare Fund surcharge (Government of India fee) plus the Service Provider's service fee and bank/agency charges, as applicable, for each application.

4.2 During the term of the Agreement, there shall be NO revision in Service Provider's Service fee (SF) including VAT and other local taxes.

4.3 The Consular Fee together with Indian Community Welfare Fund fee (Government of India fee) shall be paid into the designated account of the Mission/Post.

4.4 The Service Provider accepts full responsibility for the Consular Fee together with the Indian Community Welfare Fund surcharge (Government of India Fee) from the time it is received from an Applicant until it is deposited in the designated account of the Mission/Post and bank deposit slip is received from the bank.

4.5 The Mission/Post will inform the Service Provider in writing promptly in case there is a change to the Consular Fee, so as to upload the information to its websites and ICACs.

## **5. Drop-off/Pick up times**

5.1 The Consular/Passport/Visa/OCI/PCC/SC / GEP verification/Miscellaneous Attestation Services application drop-off and pick-up timing may vary depending on the operational needs of the Mission/Post. However, there will be at least one combined drop-off/pick-up run per working day as agreed in advance between the Service Provider and the Mission/Post. There shall be more drop-offs and pick-ups as and when required by the Mission/Post. ICACs in **Sri Lanka** must have dedicated vehicles to transfer documents to the Mission/Post in case of emergency requirements.

## **6. Drop off requirements**

6.1 The drop-off material shall also contain a slip clearly indicating the amount along with the cheque of that amount in favour of the Mission/Post and Applications shall be reconciled against the amount mentioned in the cheque.

6.2 A list of the Applicants (full names), their passport numbers, the amount paid, whether the Applicant requested an individual receipt from a bulk application and the date the application was lodged shall accompany all Consular/Passport/Visa/OCI/PCC/SC /GEP verification/ Miscellaneous Attestation Services application drop-offs.

## **7. Receipts to Clients**

7.1 The Service Provider shall provide the Applicants with a bar-coded receipt at the time of the transaction clearly indicating separate amounts paid for the Consular Fee, Indian Community Welfare Fund surcharge and the Service Provider's Service Fee and bank/agency charges as per mode of payment on actual basis, if any.

7.2 Subject to Sub-Clause 7.3 (below), if more than one number of Consular/Passport/Visa/OCI/PCC/SC (Renunciation of Indian Citizenship)/GEP verification/Miscellaneous Attestation Services applications are received together and the Applicants are traveling together, the Service Provider may issue a bulk receipt.

7.3 The Service Provider shall issue Applicants traveling together individual receipts if they request it and will notify the Mission/Post of the request in the drop-off material.

7.4 The Service Provider shall attach a duplicate of the receipt to all the applications to be delivered to the Mission/Post.

7.5 The Service Provider shall provide to the Mission/Post a daily reconciliation of Consular Fee together with Indian Community Welfare Fund surcharge remitted against applications received. Reports shall detail applications received by Consular/Passport/Visa/OCI/PCC/SC /GEP verification/ Miscellaneous Attestation Services subclass, the applicants name and the amounts received.

## **8. Telephone, E-mail Service and chat bot**

8.1 The Service Provider is to provide, within the approved Service Fee, a telephone and e-mail answering service for the Applicants by:

- (a) Establishing a separate 24x7 helpline number/Call Centre;
- (b) Establishing a separate e-mail address;
- (c) Maintaining a Whatsapp bot;
- (d) Answering queries promptly (immediately or, if that is not possible, within 24 hours, as specified in the SLA);
- (e) Promptly notifying the Mission if there are any concerns or queries, which cannot be answered by the Service Provider's staff and/or the Service Provider's management.
- (f) 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 three minutes with prior approval of the Mission.
- (g) The Service Provider shall provide a digital CSAT at each counter of ICACs, which is integrated to the appointment system, and an interactive blog, in the format indicated by the Mission, as part of the website linked to the Mission website, so that it can be seen by all.

## **9. Training and Human Resources**

9.1 The Service Provider will train staff working directly on Indian applications processing and lodgment, including client service training, training in the operations of systems and functions that are specific to the Service Provider.

9.2 The Mission will provide training to the Service Provider's employees prior to the opening of the counter facilities. This training will include training on various CPV Services applications that the Service Provider will be receiving, their role in the process, correct forms and fees, supporting documentation required, privacy requirements and how to assist clients and answer their queries.

9.3 Refresher training or training of new staff may be provided by the Mission/Post as required and as convenient to both parties. Once the initial training has been provided by the Mission/Post, it is the responsibility of the Service Provider to give additional training to the staff members, through their key personnel, whenever required to maintain an efficient service system both at the counters and back-office work.

9.4 The Service Provider will promptly notify the Mission/Post in case there is any fraud or if there are any allegations of fraud in relation to the Service Provider's staff and also take appropriate remedial action in consultation with the Mission.

## **10. Quality Assurance**

The Service Provider's staff will conduct quality assurance checks. The Mission will also conduct quality assurance and audit checks of the Service Provider's office and processes.

## **11. Outsourcing**

The Service Provider may outsource some of the non-core services it provides to the Mission/Post. For example, the Service Provider may use a reputable courier, security guards, etc. However, the Service Provider will not outsource any of its principal services contracted with the Mission without the prior consent of the Mission. All such Agreements made for non-core services by the Service Provider with third parties should be made available for approval by the Mission/Ministry.

## **12. Advertising**

The Service Provider shall not provide any advertising or promotional material to clients, which are not related to the services under this Agreement without the consent of the Mission/Post and approval of the Ministry of External Affairs. The Service Provider shall provide advertising and promotional material as and when required by Mission/Post in the Indian Consular Application Centres (ICACs) and on the website.

Signature

Signature

Name:

Name:

Designation:

Designation:

**Embassy of India, .....**

**M/s OSP.**

(Note: All pages should be initialed by both the parties).

\* \* \* \* \*



**Service Level Agreement (SLA) for Outsourcing of Consular/Passport/Visa/ OCI/PCC/SC/GEP Verification/ Miscellaneous Attestation Services for the High Commission of India in Colombo and Consulate Generals in Jaffna and Hambantota and Assistant High Commission in Kandy**

This Agreement is made on the << date >>

BETWEEN

**The President of India, represented by Ministry of External Affairs through the High Commission of India, 36-38 Galle Road, Colombo-03**

AND

**M/s << name of SP>>.**, of the other part, [hereinafter collectively referred to as the parties]

**WHEREAS** the **High Commission of India in Colombo** [hereinafter referred to as the Mission], represented by **Head of Chancery**<< Name and designation of Officer >>provides Consular/ Passport/ Visa/ OCI/ PCC/ SC/GEP Verification/Miscellaneous Attestation Services( hereinafter referred to as '**CPV services**') and **M/s << name of SP>>.** [hereinafter referred to as '**the Service Provider**']has agreed to provide CPV services to the Mission and Post as provided under the terms of the Agreement, dated <<>> . The Service Provider, further, in order to reiterate its commitment to provide CPV services to the Mission and Post, qualitatively and quantitatively, has agreed to sign this Service Level Agreement [hereinafter referred to as SLA].

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. Service Level Agreement – Overview:**

This SLA summarises the agreed parameters of all deliverables, IT-related services, accounts-related services, certification, protection of data and confidentiality, dispute settlement mechanism, provision of Application Facilitating Services, and payment of

penalties and will be complementary to the Main Agreement, hereinafter referred to as Agreement.

## **2. Adherence to Best Business Practices**

The Service Provider agrees to follow best business practices with utmost honesty and integrity in discharging the contracted work related to the outsourcing of CPV services. The Service Provider is fully conscious of the importance of efficient and honest services to the applicants as it involves the reputation of the Mission/Post in particular and the Government of India in general. The Service Provider will therefore take utmost care to avoid any deficiency in rendering the services.

## **3. Periodic Review**

The performance of the Service Provider in respect of the terms of this SLA is subject to periodic review every three months, or earlier if required by the Mission/Post, to increase the efficiency of the services and enforce the responsibilities and obligations of the Service Provider as provided for in the Main Agreement.

The Country Manager based in the place of operations, or any other person approved by Mission/Post in consultation with the OSP, is responsible for facilitating such regular reviews.

Any violation of the terms and conditions mentioned in this Agreement shall entail imposition of penalties on the OSP by the Mission/Ministry. All penalties should be paid at the Indian Mission locally by way of deposit in to the Bank Account of the Mission/Post concerned.

## **4. Service Level Parameters and Penalties for Violation:**

- (i) Any violation of the terms and conditions mentioned in this RFP/agreement signed after the conclusion of the RFP shall entail the imposition of penalties on the OSP by the Ministry/Mission. For violation of any terms and conditions of the Agreement, unless otherwise specified, the OSP shall be liable for a penalty, if two warnings given to the OSP remain unheeded, @ **SLR 50,000** for the first time of such violation, **SLR 150,000** for the second violation, **SLR 300,000** for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement. (Service Level Agreement, sl. no. 45).
- (ii) All penalties should be paid at the Indian Mission locally by way of deposit to the Bank Account of the Mission concerned.

(iii) A Show-Cause Notice will be served upon the OSP by the Mission/Post concerned or Ministry giving an opportunity to the OSP to explain their position within 5 working days from the date of receipt of such Notice. In case the explanation submitted are not accepted, Service Provider shall be required to deposit the penalty amount in to the Bank account of the Mission/Post concerned within a period of 7 working days from the date of issue of such a Notice.

(iv) In case penalties are not paid within 7 working days from the date of written communication from the Mission/Post concerned, additional penalties will be imposed on a cumulative basis @ 0.5% of the penalty amount payable per day, including holidays if reasons for such delays are not acceptable to the Mission.

(v) In the case of non-payment of penalties for a period exceeding four weeks, Mission concerned/Ministry shall have the right to encash the Bank Guarantees (BGs) as appropriate. In that event, Ministry also has the right to terminate the Agreement by encashing the BG for Premature Termination of the Agreement and ban the company for five years from future tenders of the Ministry.

(vi) Details of the quantum of the penalty with regard to violation of the various service level clauses of the RFP (as per Chapter XI of the RFP) shall be as per the table mentioned below:

| S.No. | Parameter                                                                                                                                             | Service Level                                                                                                                                                                                                                                                                                 | Penalty for violation                                                                                                                                            |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Delay in Opening a separate Bank Account for the outsourcing operations with the Mission as per Chapter VII: Scope of Work and Deliverables Required. | The SP agrees to share the details of the Bank Account opened to the Mission concerned before the start of outsourcing operations.                                                                                                                                                            | For any violation, the SP shall be liable to pay <b>SLR 150,000</b> per day for the delay, starting from Day 1 of commencement of operations.                    |
| 2     | Procedure for issue of Receipts                                                                                                                       | The SP agrees to collect the fee as per Chapter VII: Scope of Work and issue a single Receipt of the total amount received from the applicant for each CPV Service availed in that regard. The Receipt numbers shall be continuous and there shall be no unexplained missing Receipt numbers. | For any violation, the SP shall be liable for a penalty equivalent to the total amount paid by the applicant, starting from Day 1 of commencement of operations. |

|   |                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | Transfer of GOI fee/ revenue amounts received from the applicants to the Bank Account(s) of the Mission/Post(s) concerned | SP agrees to transfer the amounts received from the applicants towards fees prescribed by GoI for providing CPV services, Indian Community Welfare Fund (ICWF) fees etc. to the Bank Account(s) of the Mission/Post(s) concerned on the same day or in exceptional circumstances with prior notice to the Mission/Post(s) concerned, on the next working day. | For any violation, the SP shall be liable to pay a penalty equivalent to 0.5% of the un-deposited amount multiplied by the number of days of delay.                                                                                                                                                                                                                                                                      |
| 4 | Bounced Cheque/ failed transaction                                                                                        | The SP agrees to ensure that there shall not be any case of bounced cheque/ failed transaction while transferring the amounts to the bank account of the Mission/Post(s) concerned.                                                                                                                                                                           | <p>For any violation, the SP shall be liable to pay a penalty of <b>SLR 150,000</b> per incident or 10% of the value of the Cheque/ transaction, whichever is higher.</p> <p>Repeated instances (more than three in a calendar year) of bounced cheque/failed transactions may lead to levy of higher penalty of <b>SLR 300,000</b> per incidence or 20% of the value of the cheque/transaction whichever is higher.</p> |
| 5 | Loss / Damage of Passports/ documents                                                                                     | The SP agrees to be responsible for the loss/damage of passports/ documents in his/ her custody and during transmission between ICAC and Mission/ Applicant.                                                                                                                                                                                                  | <p>For any violation, the SP shall be liable to pay a penalty of <b>SLR 300,000</b> per passport or document lost/ damaged.</p> <p>In addition, all replacement including damages/</p>                                                                                                                                                                                                                                   |

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|   |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                   | penalties imposed by any judicial, quasi-judicial body and legal costs claimed by the applicant in this regard shall be the sole responsibility of the SP.                                                                         |
| 6 | Delay in submitting the completed application forms along with documents to the Mission               | The SP agrees to be responsible for sending the application forms along with documents received from the applicants to the Mission/Post(s) as per the schedule fixed by the Mission/Post(s) concerned                                                                                                                                                             | For any violation, the SP shall be liable to pay a penalty equal to the Service Fee charged by the SP multiplied by the number of days of delay, starting from the day a completed application along with documents was submitted. |
| 7 | Delay in returning passport/documents to applicants by SP after having been received from the Mission | The SP agrees to be responsible for returning the passports/ documents received from the Mission to the applicants on the same/ next working day.                                                                                                                                                                                                                 | For any violation, the SP shall be liable to pay a penalty equivalent to the Service Fee multiplied by the number of days of delay up to a maximum penalty of <b>SLR 300,000</b> in each case.                                     |
| 8 | Postal/ Courier applications                                                                          | <p>The SP shall be responsible for bringing all postal/ courier applications into the main tracking system on the day of their receipt. Postal applications after scrutiny shall be transmitted to the Mission on the next working day of receipt at the latest.</p> <p>The SP agrees to provide a daily statement of details of postal/ courier applications</p> | <p>For any violation, the SP shall be liable to pay a penalty equivalent to the service fee multiplied by the number of days of delay.</p> <p>Any delay in providing a daily statement of such details will invite a penalty</p>   |

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|    |                                                   | received, indicating the tracking number, date/ time of receipt (verifiable from the tracking number) and the date/ time of despatch to the Mission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | of <b>SLR 7500</b> for each day of delay                                                                                                                                                                                                                                                                   |
| 9  | Scanning/Digitisation and Indexation of documents | <p>Mission/Post in (Name of the Country) are integrated into GPSP system. Digitization is done at the time of online submission of application.</p> <p>In respect of regular (paper) visa and consular documents, scanning/ digitization and indexation will be done by the Service Provider. This process should be completed within 07 calendar days from the date of handing over of processed application to SP.</p> <p>Those applications which are submitted by applicants directly at the Indian Mission/Post will be handed over with supporting documents/enclosures to SP and shall be scanned/ digitized/ indexed to link with the visa application on IVFRT. Such process shall be completed within three working days of handing over the documents to the SP.</p> | Any delay beyond this time frame will entail penalty @ 1% of the Service Fee of the service rendered by the SP, per application multiplied by number of days of delay. Any delay attributable to the SP beyond three months would lead to forfeiture of Bank Guarantees (BGs) and termination of Contract. |
| 10 | Provision of Application                          | The SP agrees to provide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Failure of SP to provide                                                                                                                                                                                                                                                                                   |

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|    | Facilitating Services                                  | <p>the Application Facilitating Services viz. photocopying, photographs, Form filling services, and Courier services, at no additional cost, to applicants submitting consular applications at ICACs.</p> <p>The SP also agrees to dispatch and return the documents/passports/PCC/SC/OCI via courier, at no additional charge/cost to applicants, for applications received by Post/courier.</p> | <p>Application Facilitating Services to applicants at ICACs, would lead to a penalty of <b>SLR 30,000</b> in each case. In respect of applications received by Post/Courier, failure of SP to dispatch and return documents via courier, at no additional charge/cost to applicants, would lead to a penalty of <b>SLR 30,000</b> in each case.</p> <p>Violations beyond three times shall result in levying of penalty at the enhanced rate of <b>SLR 60,000</b> in each case. Any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.</p> |
| 11 | Collection of unauthorized amounts from the applicants | The SP agrees to provide access to the Bank Statement of the designated Bank Account and its Statement of Daily Cash Collection to the Mission/Post(s) concerned.                                                                                                                                                                                                                                 | If any unauthorized amount is found to be credited to the account or collected directly or indirectly from the applicant, the SP shall be liable to pay a penalty equivalent to double the unauthorized amount                                                                                                                                                                                                                                                                                                                                                                           |

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|    |                                  |                                                                                                                                                                                                                                                                                                                                                            | collected or <b>SLR 300,000</b> whichever is higher, in each such case.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 12 | Short Collection of Fee          | Any collection of fee short of the prescribed fee on any occasion shall be paid by the Service provider prior to raising the invoice for the said month/quarter as in case may be                                                                                                                                                                          | <p>If the service provider fails to pay the shortage of collection within the prescribed time (month) before raising invoice, an amount of 5 times the shortage of amount shall be levied to the Service Provider</p> <p>Ref: Assume the SP has collected <b>SLR 10</b> lesser than the prescribed fee from 5 applicants. The total <b>SLR 50</b> should be paid by the SP to the Mission/Post prior to raising the invoice. If the SP fails to do so, an amount of <b>SLR 10X5 = SLR 50</b> shall be levied as penalty.</p> |
| 13 | Opening of ICACs as per schedule | The SP shall be responsible for opening all the ICACs as per the schedule prescribed in the Agreement, along with the requisite infrastructure to the satisfaction of the Mission to ensure smooth taking over of the operations from the previous SP, or in the case of initial outsourcing, to avoid any inconvenience to the Mission or the applicants. | Any delay in opening any ICAC, beyond the time stipulated in para 1.1 of Schedule II of the Agreement, shall attract a penalty of <b>SLR 300,000</b> per day per Centre including holidays. Any delay beyond one month period shall lead to forfeiture of the Bank Guarantees pertaining to Performance Bank Guarantee and Premature Termination of Contract. In that event, the Mission reserves the right to                                                                                                               |



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|    |                                                           |                                                                                                                                                                                                                            | terminate the Contract and ban the SP from future tenders of the Ministry/Mission for a period of up to five years.                                                                                                                                                                                                                                                                                                                                           |
| 14 | Working Hours of India Consular Application Centre (ICAC) | The SP shall ensure that there shall be 48 working hours per week and 39 working hours for submission/collection of applications at each ICAC unless working hours are changed by the Mission in consultation with the SP. | Any violation may lead to a penalty of <b>SLR 150,000</b> per day, unless commuted or decided otherwise by the Mission concerned in special circumstances.                                                                                                                                                                                                                                                                                                    |
| 15 | Location of the ICAC                                      | <p>The SP agrees to ensure that as specified in the RFP, the location of the ICAC must be as per the information submitted in the RFP.</p> <p>Approval of Mission/Post(s) concerned is required in each such case.</p>     | Any discrepancies between the offer and actual location of the ICAC, unless specifically approved by Mission will result in a penalty of <b>SLR 30,000</b> per day up to a maximum of two months to rectify the situation, failing which, the Mission reserves the right to terminate the Contract, encashing the Bank Guarantee for premature termination of Contract and a future ban on taking part in tender processes at the discretion of the Ministry. |
| 16 | Size of the ICAC                                          | The SP agrees to ensure that the size of each ICAC shall be as per Chapter VII: Scope of Work.                                                                                                                             | Any discrepancies between the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission                                                                                                                                                                                                                                                                                                                 |

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|    |                                                                  |                                                                                                                                                                                                                                                                                                                                                             | concerned shall be rectified by the SP within a period of 30 days. Failing which, a penalty of <b>SLR 90,000</b> per day for the next 30 days will be levied. Any delay beyond this period of 60 days will result in levying of penalty at the rate of <b>SLR 180,000</b> per day.                                                                                   |
| 17 | No. of Counters and Staff to be deployed at ICAC                 | The SP agrees to ensure that the number of counters and Staff at each ICAC shall be as given in RFP OR approved by the Mission/Post(s) concerned and that each counter shall, at all times, be manned by staff with appropriate qualifications. In case, a staff member is on leave, a substitute shall be provided and the Mission shall be kept informed. | Any discrepancies on this account, unless specifically approved by the Mission/Post concerned shall be rectified by the SP within a period of 30 days. failing which, a penalty of <b>SLR 300,000</b> per day for the next 30 days will be levied. Any delay beyond a period of 60 days will result in levying of penalty at the rate of <b>SLR 600,000</b> per day. |
| 18 | Appointment of Centre Manager at each ICAC and a Country Manager | Each ICAC should have a designated Centre Manager who is responsible for the functioning of the ICAC.<br><br>The SP shall also ensure that a Country Manager responsible for operations of all the ICACs in the country concerned is appointed as Head of the ICACs.                                                                                        | Any violation would lead to a penalty of <b>SLR 60,000</b> per week till the matter is rectified.<br><br>A part of the week will be taken as a full week.                                                                                                                                                                                                            |
| 19 | Overall Turnaround time at the ICAC                              | The SP agrees to ensure that the overall processing time for a CPV Service at the ICAC shall not exceed 30 minutes from the time of                                                                                                                                                                                                                         | Violation between 10% to 20% of cases per day shall entail a penalty equivalent to 50% of the Service Fee collected by the SP for the                                                                                                                                                                                                                                |

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|    |                                                        | <p>entry into ICAC (token generation) to the time of generation of submission receipt for the applicant.</p> <p>Clear audit trails of these times shall be made available to the Mission/Post(s) concerned on a daily basis.</p>                                                                                                                                                           | <p>service rendered during that day. Violation beyond 20% of the cases shall entail a penalty equivalent to the full Service Fee collected on that day</p> <p>Non submission of audit trails shall entail a penalty of <b>SLR 30,000</b> per day till the submission of the same.</p>                         |
| 20 | Waiting time at the call centre for telephonic queries | <p>The SP agrees to ensure that the telephonic queries shall be responded to from &lt;&lt;9 A.M. to 8 P.M.&gt;&gt; on all working days with updated information on a real-time basis. Waiting time shall not exceed 3 minutes.</p> <p>A daily log indicating the waiting time and the handling time for each call shall be provided to the Mission/Post(s) concerned on a daily basis.</p> | <p>Cases of call drops and delays in answering calls exceeding the agreed time by 20% of the total number of calls, shall attract a penalty equivalent to <b>SLR 600</b> per delayed call.</p> <p>Non-submission of the daily log may lead to a penalty of <b>SLR 30,000</b> per day till the submission.</p> |
| 21 | Email queries                                          | <p>The SP agrees to ensure that all email queries shall be answered within 24 hours, except in the case of queries that require consultation with the Mission, where they shall be answered in 48 hours.</p> <p>SP agrees to provide a weekly log of details of</p>                                                                                                                        | <p>Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) shall attract penalties equivalent to <b>SLR 600</b> per delayed response.</p> <p>Non submission of weekly log may lead to a penalty of</p>                                                              |

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|    |                                                                                                                                                        | emails received and answered.                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>SLR 60,000</b> per week till the submission                                                                                                                                                                                                                                                                                                                                                                    |
| 22 | Five stage Website Tracking Mechanism for passport services. The tracking stages could be fewer than five stages for visa services as per requirement. | <p>The SP agrees to ensure that the status of processing and movement of documents shall have the following checkpoints, to be updated on a real time basis:</p> <p>a) Acceptance of application form in the ICAC</p> <p>b) Dispatch of application form with documents to the Mission</p> <p>c) Processing in the Mission</p> <p>d) Receipt of documents from the Mission</p> <p>e) Dispatch of documents to the applicant giving details for tracking</p> | <p>Any violation shall lead to levying of a penalty equivalent to Service Fee of the SP for the service rendered to the applicant.</p> <p>(SP is responsible for installing such a system that reflects real time status).</p>                                                                                                                                                                                    |
| 23 | Provision of Courteous Services to the Applicants                                                                                                      | The SP agrees to extend courteous services to the applicants and will not allow any acts of omission/commission which will bring displeasure or unpleasantness to the applicants or bring disrepute to the Mission or Government of India.                                                                                                                                                                                                                  | <p>Any complaints of discourteous behaviour shall lead to levying of penalty equivalent to <b>SLR 30,000</b> in each instance on the SP. A written apology shall be tendered by the staff of the ICAC to the Mission concerned for discourteous behaviour.</p> <p>Violations beyond three times shall result in levying of penalty at the enhanced rate of <b>SLR 60,000</b> in each case. Repeated violation</p> |

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|    |                                                           |                                                                                                                                                                                                                                            | (beyond three) by the same staff member of SP shall result in termination of his/her services.                                                                                                                                                                                                                              |
| 24 | Premature Termination of Agreement                        | The SP shall give an Advance Notice of six months to the Mission for termination of the Contract by giving reasons for the same.                                                                                                           | Violation of this clause shall lead to forfeiture of the Bank Guarantee provided to the Mission in this regard.                                                                                                                                                                                                             |
| 25 | Acceptance of Incomplete Documents                        | The SP shall be responsible to accept application forms after due scrutiny as per the checklist approved by the Mission/Post(s).                                                                                                           | The SP shall ensure that documents after being completed by applicants within 21 working days of initial submission, are re-submitted to the Mission at the latest within a period of ten working days, failing which a penalty equivalent to twice the Service Fee of the service sought by the applicant shall be levied. |
| 26 | Return of Documents without giving the reasons in writing | There should be no case of returning/non-acceptance of the document without giving the reasons in writing.                                                                                                                                 | Any violation shall lead to the levying of a penalty equivalent to <b>SLR 15,000</b> in each case.                                                                                                                                                                                                                          |
| 27 | Payment of penalties (Operational penalties)              | The SP agrees to make payment of penalties as indicated in the Request for Proposal (RFP)/Agreement and shall also make payment of additional penalties, wherever specified, for any delay in payment of penalties imposed by the Mission. | In case, penalties are not paid within seven working days from the date of written communication from the Mission/Post concerned, additional penalties will be imposed on a cumulative basis @ 0.5% of the penalty amount payable per day, including                                                                        |

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|     |                                                                                                                     |                                                                                                                                                                    | <p>holidays if reasons for such delays are not acceptable to the Mission/Post.</p> <p>In the case of non-payment of penalties for a period exceeding four weeks, Mission shall have the right to encash the Bank Guarantees as appropriate. In that event, Mission also has the right to terminate the Contract by encashing the BG for Premature Termination of Contract and ban the company from future tenders of the Mission/Ministry.</p> |
| 28  | Recoupment/ Replenishment of Bank Guarantees by the SP in the event of encashment of Bank Guarantees by the Mission | The SP agrees to ensure that in the event a bank guarantee is encashed by the Mission, the SP shall recoup that Bank Guarantee within two weeks of its encashment. | <p>Any violation shall entail a penalty equivalent to 10% of the Bank Guarantee to be recouped per week.</p> <p>Continued non-payment/ recoupment may lead to encashment of all the Bank Guarantees, termination of Contract and a ban on participation in future tender process.</p>                                                                                                                                                          |
| 29  | Non-availability of hunting CCTV live feed                                                                          | The SP agrees to ensure that they shall provide hunting CCTV live feed of the ICAC to the Mission.                                                                 | Any violation shall entail a penalty equivalent to the                                                                                                                                                                                                                                                                                                                                                                                         |
| 30A | Online appointment system with live tracking                                                                        | The SP agrees to provide online appointment system with live tracking.                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 30B | Smart Queue                                                                                                         | The SP agrees to provide                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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| A    | management system linked with appointment system                                                        | Smart Queue Management (SQM) system linked with the appointment system.                                                                                                                            | number of days of non-availability multiplied by <b>SLR 30,000</b> .                                                                                                                 |
| 30C  | Access to the Online Appointment System                                                                 | The SP agrees to provide admin credentials of the appointment system to the Mission/Post for the live monitoring of online appointments to applicants.                                             |                                                                                                                                                                                      |
| 30D  | Whats app bot/Chatbot                                                                                   | The SP agrees to provide a WhatsApp bot/Chatbot                                                                                                                                                    |                                                                                                                                                                                      |
| 30 E | Digital CSAT at ICAC integrated with the appointment system                                             | The SP agrees to provide digital Customer Satisfaction Rating (CSAT) feedback system at each Counter of ICAC.                                                                                      |                                                                                                                                                                                      |
| 31   | No outsourcing/No sub-contracting of CPV services by SP on commission or royalty or on any other basis. | The SP agrees to ensure that he/she shall not further outsource any CPV services to any person/company or entity on commission or royalty or on any other basis. No sub-contracting is permitted.  | In case of violation on this account, the Mission has the right to terminate the Contract, encash the Bank guarantee and impose a ban on taking part in tender processes, in future. |
| 32   | Delay in submission of website certification.                                                           | The SP agrees that he/she shall obtain and submit the requisite website certification within 3 months from the date of award of Contract.                                                          | Any delay beyond the prescribed period shall entail a penalty of <b>SLR 150,000</b> per day till the time the certificate is furnished to the Mission concerned.                     |
| 33   | Delay in submission of Insurance Policy in respect of the ICAC                                          | The SP shall agree that he/she obtain and submit to the Mission the requisite Insurance in respect of the ICAC within 3 months from the date of award of Contract and will renew it appropriately. | Any delay beyond the prescribed period shall entail a penalty of <b>SLR 150,000</b> per day till the time the Insurance is furnished to the Mission concerned.                       |
| 34   | Delay in submission of                                                                                  | The SP must conduct a                                                                                                                                                                              | Any delay beyond the                                                                                                                                                                 |

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|    | Third Party Audit Report               | <p>Third Party Audit of processes and procedures of the Work on annual basis and send a report to Ministry and relevant portions to Mission concerned within one month of the completion of the annual period.</p> <p>In the first year of operation, the Report for the first six month of operation shall be submitted in the next one month. Similarly, the Report for the next six months will be submitted by the end of following month. Thereafter, the yearly report shall be submitted within one month of its falling due.</p> | prescribed period shall entail a penalty of <b>SLR 150,000</b> per day till the time the Report is furnished to Mission concerned.                     |
| 35 | Delay in submission of Bank Statements | The SP shall submit a statement of transaction from the bank on a weekly basis to the Mission concerned.                                                                                                                                                                                                                                                                                                                                                                                                                                 | Any delay beyond the prescribed period shall entail a penalty of <b>SLR 15,000</b> per day till the time the Report is furnished to Mission concerned. |
| 36 | Adverse Security Report                | Ministry reserves the right to carry out security verification of all the Board Members and Directors of the SP. In case of joint venture or consortium, the security verification in respect of all the Board Members and Directors of such companies shall be done                                                                                                                                                                                                                                                                     | In case of adverse security report, the Ministry reserves the right to take appropriate action including termination of the contract.                  |



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| 37 | 4 SMS updates for applications.                                       | <p>The SP should mandatorily provide 4 SMS updates for application received in person at ICAC as well as Mission/courier applications:</p> <p>i) on receipt of application in the ICAC,</p> <p>ii. on dispatch of documents to the Mission,</p> <p>iii. on receipt of documents in the ICAC from the Mission and iv. Intimation of despatch to applicant by Post/courier or intimation to applicant to collect in person.</p> <p>All these information should also be uploaded to the website tracking system on a real-time basis.</p> | More than five instances in a month of failure to provide SMS service/updates may lead to warning to the SP. After five instances in a month, each case will entail penalty of <b>SLR 7500</b> .                                                                                                                                                             |
| 38 | Delay in availability of appointment at ICACs.                        | SP should ensure that the appointment slots are available for submission within 05 working days.                                                                                                                                                                                                                                                                                                                                                                                                                                        | If two warnings given to the SP remain unheeded, violations may lead to the imposition of penalty @ <b>SLR 60,000</b> for the first time of such violation, <b>SLR 150,000</b> for the second violation, <b>SLR 300,000</b> for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement. |
| 39 | Phone calls rate after the free prescribed time limit (five minutes). | Service Provider can charge normal call charges after the prescribed free time limit (five minutes). Special / higher call charges are not permitted.                                                                                                                                                                                                                                                                                                                                                                                   | If two warnings given to the SP remain unheeded, violations may lead to the imposition of penalty @ <b>SLR 60,000</b> for the first time of such violation, <b>SLR 150,000</b> for the second                                                                                                                                                                |

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|     |                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                              | violation, <b>SLR 300,000</b> for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.             |
| 40a | <p>Refunds towards Incomplete applications.</p> <p>Incomplete applications may be retained by SP for a period of twenty-one working days to enable corrections and rectify deficiencies.</p> | SP should submit the completed applications to Mission/Post at the latest within a period of ten working days.                                                                                                                                                                                                                               | Any delay beyond the prescribed period shall entail a penalty equivalent to twice the Service Fee of the service sought by the applicant per application shall be levied.  |
| 40b | <p>For those applications where no-responses have been received within 21 days from the date of intimation to the Applicant or applications which remain incomplete after 21 days.</p>       | <p>The applications shall be duly returned to the applicant along with refund of the GoI fees after deducting bank/agency charges, if any, within one month. The charges for returning the applications, if not collected in person, should be borne by the Applicant. The service fee can be retained by SP in full and non-refundable.</p> | Any delay beyond the prescribed period in refunding the amounts due shall lead to levying of a penalty equivalent to twice the amounts retained by the SP per application. |
| 40c | The status of the applications inter alia pointing out to any deficiencies shall be updated in the portal's tracking system at all the stages.                                               | A consolidated list of all incomplete applications should be shared with the Missions/Post on monthly basis. Any violation shall entail penalty.                                                                                                                                                                                             | Non submission of consolidated list of incomplete applications on monthly basis may lead to a penalty of <b>SLR 60,000</b> per week till the submission.                   |
| 41  | Delay in submission of                                                                                                                                                                       | The SP agrees to submit                                                                                                                                                                                                                                                                                                                      | Any violation on this                                                                                                                                                      |

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|    | monthly certification regarding personal records of applicants.                                                                                                              | the requisite monthly certification that it does not hold any personal records of applicants beyond the stated limit.                                                                             | account shall lead to penalty of <b>SLR 150,000</b> on monthly basis till submission of monthly certification.                                                                                                                                                                                                                                           |
| 42 | Delay in effecting changes in website/ appointment portal prescribed by the Mission.                                                                                         | The SP shall make requisite changes in website/ appointment portal prescribed by the Mission immediately.                                                                                         | Any violation on this account shall lead to penalty of <b>SLR 60,000</b> per day till the time all required changes are made in the website/ appointment portal                                                                                                                                                                                          |
| 43 | Unauthorised changes in content of website/ appointments portal without Mission/Post approval.                                                                               | The SP shall not make any change in the content its website/ appointments portal in the Mission/Post without prior approval from the Mission/Post                                                 | Any violation on this account shall lead to penalty of <b>SLR 60,000</b> per day till the unauthorised changes are removed from the website.                                                                                                                                                                                                             |
| 44 | Delay in enabling generation of reports by the Mission/Post as prescribed by the Mission.                                                                                    | The SP shall enable the Mission/Post to generate reports, as prescribed by the Mission immediately.                                                                                               | Any violation on this account shall lead to penalty of <b>SLR60,000</b> per day till the time requisite access is provided.                                                                                                                                                                                                                              |
| 45 | Any other violation which is not mentioned above, including charging for Application Facilitating Services viz, photocopying, photographs, form filling and courier services | Charging for Application Facilitating Services viz, photocopying, photographs, form filling and courier services and any other violation not mentioned in the Service Level matrix and Penalties. | If two warnings given to the SP remain unheeded, violations may lead to imposition of penalty @ <b>SLR 50,000</b> for the first time of such violation, <b>SLR 150,000</b> for the second violation, <b>SLR 300,000</b> for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement. |

**NOTE:** The above-mentioned list of service levels and penalties is illustrative and not exhaustive. Repetitive violations of the terms and conditions of the RFP/Agreement may lead to encashment of Bank Guarantee and termination of the Agreement.

**5. Discretion of Mission**

The decision regarding the period of delay would be at the discretion of Mission after taking into consideration all aspects of the situation. However, before imposition of any penalties hereunder the Service Provider will be accorded a fair opportunity to respond to the complaints. The entire period of such correspondence shall not exceed 10 days including holidays. If no decision is conveyed, the original penalty notice issued by Mission will be final.

**6. Non-compliance**

Failure to comply with the terms and conditions of payment of fees due to the Government of India and penalties imposed by Missions within the prescribed time limits in the previous and present Agreements with Ministry of External Affairs or Missions shall make the OSP ineligible to take part in the future tender processes.

7. The OSP shall mandatorily submit a copy of the annual Tax Compliance Certificate to the Mission on or before the last date of filing of annual tax returns in **Sri Lanka**. In the event of non-compliance of this requirement, appropriate actions will be taken by the Mission, including the application of penal charges and/or cancellation of the Agreement.

8. Government of India/Mission will not have any liability to compensate the Service Provider if the agreement is annulled due to the outcome of litigation in Court.

9. This SLA forms an integral part of the main Agreement dated ..... signed between the Parties for providing the said services and remains valid along with the main Agreement.

10. This SLA does not replace the main Agreement in any way but will be complementary to it. In case of any discrepancy or doubt, the interpretation favourable to the Mission and the applicants will prevail. In witness whereof the parties to this Service level Agreement have set their hands and seal in this agreement on this <<date>>,

|                                                      |                                                            |
|------------------------------------------------------|------------------------------------------------------------|
| SIGNED SEALED AND DELIVERED                          | SIGNED SEALED AND DELIVERED                                |
| For and on behalf of the <b>HC of India, Colombo</b> | For and on behalf of <u>M/s &lt;&lt;Name of SP&gt;&gt;</u> |

