EMBASSY OF INDIA, KUWAIT

Address: Diplomatic Enclave, Arabian Gulf Street, P.O. Box 1450, Safat-13015, Kuwait

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

At

Embassy of India, Kuwait

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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 **Embassy of India, Kuwait** (hereinafter referred to as 'Mission') in accordance with this RFP. The proposal shall remain valid for a period of six months from the closing date of submission of bids specified 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 **Embassy of India, Kuwait** to provide CPV services at Mission. The selected company should sign the Contract in the form of an Agreement, as per Annexure-L, within 10 (Ten) 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. All the ICACs shall be opened simultaneously. Outsourcing operations may be started only after the Mission conveys in writing its satisfaction on the arrangements made by the SP. Any delay in starting the operations as per the schedule defined in Chapter XVI may result in cancellation of the Agreement and invocation of the applicable Securities, as prescribed under the RFP.

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 are indicated in Chapter XII: Dispute Settlement Mechanism of the RFP. The Agreement shall also contain provisions relating to Force

Majeure, pandemics (including COVID-19), public health emergencies, or any other comparable unforeseen or extraordinary circumstances that may disrupt normal operations. During the subsistence of such circumstances, the Service Provider (SP) shall, to the extent feasible and permissible under the applicable laws of the host country, continue to provide such minimum services as may be specified by the Mission. The Agreement shall further contain provisions governing termination of the Agreement and the rights and obligations of the parties arising upon such termination. The Mission reserves the right to terminate the Agreement if, during the review process, it is found by the Mission 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 **Kuwait**, the Mission 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 will not, in any way be responsible and shall not have liability to compensate the SP.

5. **With the rollout of chip-enabled e-passport services by the Ministry in the Mission w.e.f. 17 October 2025, if required in future, 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.** In that case, the Mission 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 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 the Mission will follow evaluation as per the 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 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.

iii. Submit the Consular applications and other related documents in original as well as in electronic format, at the Mission on a daily basis by the quickest and safest means, and deposit the fees collected on behalf of Mission the same day at the bank designated by the respective Mission; 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. This data, duly indexed, shall also be provided in CD/DVD or any other reliable storage format to the Mission for efficient search and retrieval purposes.

v. Provision and delivery of Applicant Support Services (ASS) 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(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(s) after the Consular applications have been processed or disposed of.

viii. Despatch and return passports and other documents to applicants through a secure courier service, in accordance with the security standards, procedures and timelines prescribed by the Mission.

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(s), if required.

8. The Mission handled approximately **5,07,768** no. of services/ transactions during the three years from Jan-2023 to Dec-2025 (equivalent to **677** transactions/services per working day, assuming **250** 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 **Kuwait**.

Details of CPV Services provided by Mission /Post during the period Jan 2023 to Dec 2025

S.No	Services Provided	Jan-Dec 2023	Jan-Dec 2024	Jan-Dec 2025
1	Passport	97,024	1,10,716	1,05,613
2	Visa	8,915	8,393	6091
3	OCI	228	246	90
4	Miscellaneous Consular Services	41,408	62,801	66,243
	Total No. of Services	**1,47,575**	**1,82,156**	**1,78,037**

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(s) from the applicant to be received in person as well as by mail/courier on its behalf, deliver them to the Mission and subsequently return the processed documents/passports to the applicants securely and expeditiously.

10. The SP shall establish **4 (Four)** Indian Consular Application Centres (ICACs) for CPV Services as specified in Section 1(A) (xi) of Chapter VII under the jurisdiction of Mission in **Kuwait City, Fahaheel, Dajeej and in Jahra**, 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 for regular monitoring purposes.

11. The Mission 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 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/Ministry].

12. The SP shall provide courteous and efficient service at all times. The Mission shall monitor the quality of service provided and impose necessary corrective measures on the SP in terms of its contractual obligations under the Agreement and the RFP.

13. The selected SP shall furnish all required Securities in its own name, for the amounts specified in this RFP, and shall be solely responsible for arranging and maintaining such Securities in accordance with the provisions of 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 to download regular reports related to appointments, walk-ins, turnaround time, fee collected, customer feedback or any other report prescribed by the Mission from its IT system, failing which a penalty as per provisions of the RFP shall be levied.

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CHAPTER- II: BIDDING SCHEDULE AND PROCESS

Tender No. Kuw/Cons/415/01/2026 Date: 28.09.2026	
IMPORTANT DATES-	
Release of Request for Proposal (RFP)	28.09.2026
Last date for Submission of Organization Profile by Bidding Companies	04.10.2026
Last date for Submission of Written Questions by Bidding Companies	05.10.2026
Pre-Bid Conference	08.10.20261
Response to written queries & queries raised in the pre-bid conference	12.10.2026
Issue of Corrigendum, if any	13.10.2026
Last Date for Submission of Bids	26.10.2026 1500 Hrs (LT)
Date of opening of the Technical Bids	26.10.2026 1630 Hrs (LT)
*Technical Bid Presentation by bidders	TBD
*Announcement of results of Technical Bids	22.11.2026
*Date of opening the Financial Bids	25.11.2026
*Announcement of results of financial bid/Award of Contract	29.11.2026

*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: ***hoc.kuwait@mea.gov.in*** The queries must be in an attached file in Word format only. The Mission will endeavour to provide answers to all questions raised by the Bidding companies. However, the Mission will not correspond with the Bidding companies directly in this regard. A gist of all the questions from different bidding companies and responses for the same will be uploaded to the Mission's website without indicating the name of the enquiring companies. All email communications by Bidding companies to the Mission should be addressed to email id ***hoc.kuwait@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, Embassy of India, Kuwait at email ID: hoc.kuwait@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 Organisation Profile (Annex-C) in soft copy, as required in Chapter IV, must be sent to the Mission at **hoc.kuwait@mea.gov.in** within the timeline prescribed under Chapter II of this RFP for the purpose of security verification. Any bidding company that is not cleared from a security perspective, as determined by the Ministry of External Affairs, New Delhi, shall be disqualified from the bidding process in accordance with the provisions of the RFP.

(iv) For this RFP, the term 'Bidding Company' should be taken to also include joint ventures of a maximum of two companies

(v) Where the Bidding Company proposes to bid with a local partner, the Organization Profile of the local partner shall also be submitted within the timeline prescribed under Chapter II of this RFP. The Bidding Company shall additionally furnish complete details of the proposed partnership arrangement. The eligibility requirements and other conditions applicable to a local partner and a Joint Venture (JV)/Consortium are set out in Chapter VI: Joint Venture/Consortium.

(vi) Bidding companies having any outstanding penalty levied by an Indian Mission or the Ministry of External Affairs under the provisions of an Agreement, which remains unpaid as on the last date of submission of bids, shall be ineligible to participate in the bidding process.

(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) A bidder shall not be eligible to participate in this bidding process if it is, as on the Bid Submission Deadline, under a subsisting order of debarment or blacklisting issued by the Ministry or any procuring entity under Government of India. Each bidder shall furnish a declaration, along with its bid,

confirming that no such order is in force against it.

(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 shall submit the Bid Security/EMD along with its Bid in the form of a Bank Guarantee (BG), furnished in its own name. The Bid Security shall not be furnished by any third party on behalf of the Bidding Company.

(xii) The Earnest Money Deposit (EMD) and Bank Guarantees (BGs) required under this RFP may be furnished through SWIFT, including through e-Bank Guarantee, in accordance with Annexures H and G, respectively, and the prevailing instructions of the Government of India. 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 shall be submitted in separate sealed envelopes, clearly superscribed in bold letters as "Technical Bid", "Financial Bid", "Earnest Money Deposit (EMD)", and "CD/DVD containing technical bid". These envelopes shall be placed in a single sealed outer envelope superscribed "**Outsourcing of CPV Services at the Embassy of India, Kuwait"** and addressed to **the Head of Chancery, Embassy of India, Kuwait.** The complete bid shall reach the Mission not later than **15:00 hours** (Local Time) on **26.10.2026**. The Technical Bids shall be opened at 16:30 hours (Local Time) on the same day, i.e., **26.10.2026**.

(xiv) The following guidelines shall be applicable in respect of this RFP:

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

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

c) 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 shall not be liable, whether in contract, tort (including negligence), equity, or otherwise, for any direct or indirect damage, loss, or cost (including legal costs and lawyer-client costs) incurred by the Bidding Companies or any other person 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 therefrom, 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 shall bear all costs and expenses incurred in

connection with its participation in the bidding process, including, but not limited to, the costs of conducting due diligence and other related activities, attending meetings, discussions and presentations, preparing and submitting the Proposal, and furnishing any additional information or clarifications required by the Mission to facilitate the evaluation of the Proposal. The Mission shall not, under any circumstances, be liable or responsible for the reimbursement of any such costs or expenses, irrespective of the outcome of the bidding process.

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

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

m) The Mission 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 before the Tender Evaluation Committee (TEC) at the time of evaluation of Technical Bids as per the date and time fixed by the Mission. 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 Applicant Support 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 (EMD) or the Security for Premature Termination of the Contract, as applicable, shall be liable to be invoked by the Mission, and the Bidding Company/SP may be debarred for a period of up to five years from participation in future tenders of the Ministry and its Missions/Posts.

(xviii) The SP shall be responsible for all costs, liabilities and other consequences arising from 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 **Kuwaiti Dinar (KD)**, 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 **Kuwait**. 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 that 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.

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CHAPTER IV: PRE-VERIFICATION

i) Bidding Companies are required to fill up the Organisational Profile (Annexure-C of this RFP) and submit the same electronically to **Embassy of India, Kuwait** at **hoc.kuwait@mea.gov.in**, within the timeline specified in Chapter II of this RFP for the purpose of security verification**.** No hard copy of the Organisational Profile shall be submitted. The details should be sent only electronically to the Ministry. In case the Bidding Company decides to bid with a local Partner, the Organisational Profile of the local partner should also be submitted electronically within the prescribed timeline. The bidding company shall also furnish complete details of the proposed partnership arrangement.

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CHAPTER V: MANDATORY ELIGIBILITY CRITERIA

1. The Bidding Company shall satisfy at least one of the following Mandatory Eligibility Conditions:

(i) The Bidding Company shall have a minimum of three (3) years' experience during the period January 2021 to December 2025 in operating a Centre for Consular, Passport and Visa (CPV) services on behalf of a Diplomatic Mission of the Government of India or of any foreign Government, handling an average of at least 100 applications per working day. The bidder shall furnish verifiable documentary evidence in support of such experience.

OR

The Bidding Company shall have a minimum of five (5) years' experience in executing e-Governance or IT-related projects for the Government of India involving public interface and handling an average of at least 200 applications per working day during the period January 2021 to December 2025. The bidder shall furnish verifiable documentary evidence in support of such experience.

OR

The Bidding Company shall have a minimum of ten (10) years' experience in the tourism and travel industry and shall have arranged tours for at least 2,00,000 (Two Lakh) travellers during the period January 2023 to December 2025. The bidder shall furnish complete details of all such tours arranged during the said period, together with verifiable documentary evidence in support of the claimed experience.

Note:

a) The Bidding Company shall have sound financial credentials of its own, without reliance on financial support or assistance from any third party, including subsidies or other financial resources. 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.

b) The experience of any subsidiary, holding company or any other allied

entity of the bidding company shall not be considered for determining compliance with the Mandatory Eligibility Conditions specified in Para 1(i) above. Where the bidding company has acquired another company through merger or acquisition, the experience of the acquired company shall be considered only for the period subsequent to the effective date of such merger or acquisition. All documentary evidence submitted in support of such experience shall be in the name of the bidding company or shall clearly establish the legal transfer of such experience to the bidding company pursuant to the merger or acquisition

(ii) The Bidding Company must have a minimum net worth equivalent to USD 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. In addition, a certificate from a recognized external audit agency regarding the financial soundness of the Company and its ability to provide requisite securities 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 2023-Dec 2025) must be at least USD 5,00,000. 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 neither the company nor any of its subsidiaries has been convicted of 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 **Kuwait** or elsewhere and provide information on any previous and current law enforcement cases or any other legal cases against it.

(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 convicted of any offence involving 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 **Kuwaiti Dinar (KD) 25,388/- (Kuwaiti Dinar Twenty Five Thousand Three Hundred Eighty-eight)** (approximately @ 5% of the tender value) in the form of Bank Guarantees (BGs) drawn in favour of Embassy of India **Kuwait** (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 shall be returned within 30 days of the announcement of the results of the Technical Bids. In the case of the selected Bidder, the EMD shall be retained until the Bidder has furnished the required Securities as specified in Chapter X: Securities of the RFP.

(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 **Embassy of India, Kuwait** (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 GoI, registered Micro and Small Enterprises (MSEs) (as defined by the Ministry of Micro and Small Enterprises, GoI) 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 may also submit the Bid Security, Performance Security, and Security for Premature Termination of Contract 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 it has 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 shareholding 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.

(xvi) 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.

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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 Joint Venture local partner 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.2024 and 2025)

(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, invoke the security for premature termination of the Contract and impose a future ban against taking part in the tender process.

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CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED

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

A. Dealing with Applicants and Documents

(i) The 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 in **Kuwait**. The website shall be created by the 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, 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 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 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, 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 Embassy of India **Kuwait** 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/applicants:

SI No.	Location of ICAC	Minimum No. of Counters	Minimum Area of ICAC in Sq.Ft	Minimum Staff Required	Minimum parking Slots required	Remarks
1	Kuwait City	16	6000	**Total No. 27**	Exclusive parking :7	

				Country Manager-1 ICAC Manager-1 Counter Staff-16 IT handler-1 Messenger-2 Staff for Applicant Support Services-4 Security/Usher-2 (1-Male/1-Female)		
2.	Fahaheel	14	5000	**Total No. 23** ICAC Manager-1 Counter Staff-14 IT handler-1 Messenger-2 Staff for ApplicantSupport Services-3 Security/Usher-2 (1-Male/1-Female)	Exclusive parking :6	
3	Dajeej	14	5000	**Total No.23** ICAC Manager-1 Counter Staff-14	Exclusive parking :6	

				IT handler-1 Messenger-2 Staff for ApplicantSupport Services-3 Security/Usher-2 (1-Male/1-Female)		
4	Jahra	3	1000	**Total No. 8** ICAC Manager-1 Counter Staff-3 IT handler-0 Messenger-1 Staff for ApplicantSupport Services-1 Security/Usher-2 (1-Male/1-Female)	Exclusive parking :2	

b) Apart from the minimum staff strength mentioned in the above table, the SP shall also provide a minimum of **3 (Three)** staff to facilitate the backend 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 with adequate number of staff, for processing the applications of special cases, as decided by the Misson. 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].

(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 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, with pictures depicting such displays.

B. Acceptance and forwarding of application to Mission

(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 (**Kuwait**) in consultation with the Mission. 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 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 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. 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 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 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 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 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 Mission 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 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. 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 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 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 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 all incomplete applications, including the deficiencies identified therein, shall be updated in the application tracking system/portal at every stage of processing. The Service Provider shall submit to the Mission a consolidated monthly report of all incomplete applications, including the deficiencies identified in each case. Failure to comply with this requirement shall attract penalties in accordance with the provisions of the RFP.

(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). Despatch of documents to the Mission, iii) Receipt of documents in the ICAC from the Mission and iv. Intimation of despatch 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 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 /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 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.

(xi) The SP should have special arrangements to deal with emergency calls outside office hours and on holidays to coordinate with the Mission. 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 (VolP) and shall maintain a chatbot in the website and a dedicated Whats App 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 **7 AM to 7 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 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 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. Any serious complaints or grievances must be brought to the attention of the Mission immediately. The SP shall act on all complaints/grievances raised within one working day.

(m) The Mission 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.
- 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 **Kuwait** including cash, 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 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 cash, (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 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 **Kuwait**. 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 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 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 1st 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 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 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 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 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 invocation of relevant securities 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(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 (like a holiday or weekend), the same shall be submitted to the concerned Mission on the next working day or as desired by the concerned Mission.

(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 (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 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, 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) Despatch 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 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. 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/despatch 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. The GOI/Mission 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(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 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 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 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 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 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 handling 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 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) Systemisusedfor 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 tothe SP. The SP shall scrutinize the application forms, passport, and enclosures and send them to the Mission 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.

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 biometrics for Visa applications are prescribed in Annex-B. The biometrics for Visa applications may be transmitted to Mission electronically along with the case file of the applicant to enable the Mission 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

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 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.

(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 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.

(v) The SP shall also be responsible for the enrolment often-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 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.

M. Biometric capturing

(i) 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.

(ii) 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 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 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 only (It is pertinent to mention that DVDs containing digitized data regarding Misc. Consular Services documents, should be retained in Missions 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 in **Kuwait** are integrated into GPSP system. Digitization is done at the time of online submission of the application. SP in such Missions 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 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 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. Mission 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. The label of the DVDs shall clearly indicate the Mission code, number of files and size, period of data and name of the Service such as passport, visa etc. The data thus received in the Ministry will be uploaded to the respective 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.

(ix) **There is a backlog of digitization of records of about 50,000 (Fifty Thousand) passport applications at the Mission. Each application contains approximately 8 pages. The SP shall digitize these passport applications and provide it to the Mission. The SP should include this digitization component of work in its offer at no extra payment.**

O. **Contingency Plan**: The SP shall have in place an adequate contingency plan, in consultation with and with the approval of the Mission 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 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 Saturday to Thursday. Acceptance of application at the counters of ICAC should be at least 39 hours per week and Back Office working time should be at least 48 hours per week. (Working hours/submission hours can be modified by Mission).**

Working days per week : 6 days (Saturday to Thursday)
Minimum submission hours per day* : 6½ Hours
Minimum working hours per day : 8 Hours
***Exact timings will be decided by Mission(s).**

viii. The ICAC shall have sufficient lighting and air conditioner/heating keeping in mind the inclement weather conditions in (**Kuwait**)

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/gazette holidays should be available in all ICACs.

xiv. The SP shall Provide 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 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/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 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/ Ministry].

T. **Consular Camps:** The SP may be required by the Mission to organize Consular Camps at any location within the consular jurisdiction of the Mission at no additional cost to the Government of India/Mission 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 ICACs. 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 /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 for pre-verification purposes for seeking the approval of the Mission concerned.

b. Persons not cleared by the Mission shall not be appointed in the ICAC. Such persons shall not be retained/appointed subsequent to objections by the Mission.

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 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.

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 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 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.

- 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 t 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. Applicant Support Services (ASS) at ICACs

I)The Service Provider (SP) shall provide the following Applicant Support Services (ASS) to applicants submitting consular applications at the ICACs without levying any additional charge on the applicant.

a. **Photocopy:** SP shall provide/arrange photocopies of the requisite documents to be submitted by applicants along with the consular applications.

b. **Photographs:** SP shall provide 4 photographs (as per the prescribed specification) to applicants submitting consular applications. SP shall arrange facilities within the ICAC for capturing photographs of applicants

c. **Form filling**: SP shall provide, on request of the applicant, form filling and document upload services for filling Consular applications. Form filling and documents uploading also includes online registration of birth on MHA website, type-writing in English/Arabic and any type of form filling and documents uploading required for CPV Services being provided at ICAC.

d. **Courier Services**: The Service Provider (SP) shall provide courier services for the secure return of processed document(s)/Passport/PCC/OCI/SC to applicants. Upon receipt of the processed application and document(s)/Passport/PCC/OCI/SC from the Mission, the SP shall dispatch the same to the applicant by courier in a secure manner and in accordance with the delivery standards prescribed by the Mission. This obligation shall apply to applications submitted in person at the ICACs as well as to applications received by post or courier. The SP shall not levy any additional charge on the applicant for such courier service. Any failure to securely and timely return the document(s)/Passport/PCC/OCI/SC, including

any loss, damage, mis delivery or delay attributable to the SP or its courier service, shall attract the penalties prescribed in Chapter XI of this RFP.

II) SP shall be responsible for providing the aforesaid **'**Application Support 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 Applicant Support Services (ASS) 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 ASS 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 Applicant Support Services would invite penalties as prescribed under Chapter XI of the RFP. The SP shall not indulge in the sale, marketing, solicitation, or promotion of any value-added services, including premium lounge services, within the ICAC premises or in the immediate vicinity thereof, including any area outside or adjacent to the ICAC premises, whether directly or through its employees, agents, or representatives.

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 Applicant Support 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 on a bi-monthly basis. Any deficiencies/shortcomings in the services rendered shall be resolved by the SP to the satisfaction of the Mission. If the Mission is not satisfied with the response of the SP, the Mission shall have the right to impose penalties and/or terminate the agreement by giving **Two months**' notice and the Mission shall invoke the security 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 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: SECURITIES

1. The SP shall furnish to the Mission the requisite Securities, in the form of a Bank Guarantee (BG) or Insurance Surety Bond (ISB), as applicable, in accordance with the terms and conditions specified in this RFP. The three Securities to be furnished by the SP at the time of signing of the Agreement are as follows:

   i) The SP shall furnish a Security in Kuwaiti Dinar (KD), towards **safeguarding the Government funds** held temporarily by the SP after collection from applicants and the safety of documents, fixed at 5 days' average daily Government revenue of the Mission from CPV services, as applicable (based on the average of the past two years). Any violation may attract the applicable Penalty and may entitle the Mission to invoke the Security in accordance with the terms and conditions of the Agreement/RFP. In case of repeated defaults, the Mission reserves the right to terminate the Agreement.

   ii) The SP shall furnish a **Performance Security** in **Kuwaiti Dinar (KD)** 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 Performance Security 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 security shall be given in four pieces with 50%, 20%, 20% and 10% of the total value.

   iii) The SP shall furnish a Security in **Kuwaiti Dinar (KD)** towards **Premature Termination of the Agreement** for a sum equivalent to one month's Service Fee collection, calculated as follows:

   Security Amount = Service Fee (as per L1) × 30 (Thirty) days × Average daily number of CPV applications processed by the Mission during the preceding three (03) years.

2. All Securities shall be furnished in the form of a Bank Guarantee (BG) or Insurance Surety Bond (ISB), as applicable, and shall be submitted to the Mission at the time of signing of the Agreement. The BG shall be furnished in the format prescribed in Annexure G of this RFP. The ISB shall be issued by an eligible insurer authorised to issue such bonds and shall be denominated in **Kuwaiti Dinar (KD),** in a form acceptable to the Mission and meeting the requirements specified in this RFP. All Securities shall

remain valid for the entire period of the Agreement and for an additional period of six months after expiry or termination of the Agreement. Whenever the Agreement is extended, the validity of all Securities shall also be extended accordingly, with a further extension of six months, to enable the Mission to determine and settle any dues arising from non-completion of work, non-payment of penalties, or any other outstanding liability of the SP under the Agreement. If any pending matter remains unsettled at the end of such six-month period, the SP shall continue to extend the validity of the Securities on a monthly basis until all pending matters, if any, are settled and a 'No Dues Certificate' is issued by the Mission. The extension of the Securities shall be the sole responsibility of the SP. In the event of any delay or failure on the part of the SP to extend the validity of any Security, the Mission shall be entitled to invoke such Security in accordance with the terms and conditions thereof.

3. Any delay in submission of the required Securities shall result in a corresponding delay in signing of the Agreement. Following signing of the Agreement, the SP shall be fully responsible for making the ICACs operational in accordance with the requirements of the Agreement/RFP. The SP shall be responsible for any delay in commencement of the outsourcing operations and for all consequential penalties and financial liabilities arising therefrom, in accordance with the provisions of the Agreement/RFP.

4. The Mission shall be entitled to invoke any or all of the Securities, in whole or in part, depending upon the nature and extent of the default or violation of the terms and conditions of the Agreement/RFP and in accordance with the provisions thereof. For any extended period of the Agreement, the Securities shall be renewed/extended accordingly, with a further extension of six months to enable the Mission to determine and settle any dues arising from non-completion of work, non-payment of penalties, or any other outstanding liability of the SP. Where penalties imposed by the Mission in accordance with the Agreement/RFP remain unpaid by the SP within the prescribed period, the Mission shall be entitled to invoke the relevant Security, in accordance with its terms. The applicable penalty period and penalty amount shall be determined by the Mission in accordance with the provisions of Chapter XI: Service Level Metrics/Penalties, after taking into account the explanation, if any, furnished by the SP.

5. The SP shall effect and maintain adequate insurance to cover its obligations under the Agreement, including risks relating to the properties of the ICACs, staff obligations and other applicable liabilities in respect of

the ICACs of the Mission concerned, including obligations that survive the expiry 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, invocation of security provided for Premature Termination of Agreement, anddebarment of the SP for a period of up to five years from participation in future tender processes of the Ministry/Missions/Post abroad.

6. The amount of each Security shall be maintained at the level prescribed under this RFP throughout the validity of the Agreement. In the event of invocation of any Security, resulting in a reduction in the amount of Security available to the Mission, the SP shall, within two weeks of such invocation, restore the Security to the prescribed amount by furnishing an additional or replacement BG/ISB, as applicable. Failure to restore the Security within the prescribed period shall attract additional penalties as specified in Chapter XI.

7. The Bid Security Deposit (EMD) shall be furnished in the form of a Bank Guarantee (BG), in the prescribed format and on the terms specified in this RFP. The Bid Security Deposit and 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 all Securities, including the Performance Security, shall be governed by the relevant provisions of this RFP.

9. The required Security, as specified in this chapter, shall be furnished by the SP in its own name. BG or ISB furnished in the name of, or by, any third party, including a parent company, subsidiary, affiliate, consortium member or any other entity on behalf of the SP, shall not be accepted.

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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: @ **KD 60** for the first time of such violation, **KD 150** for the second violation, **KD 300** for the third violation and any further violation may lead to invocation of relevant security(ies), as applicable, 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 the Mission 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 shall have the right to terminate the agreement and recover the outstanding penalties by invoking the relevant security(ies), as applicable, in accordance with the terms and conditions of the Agreement/RFP and initiate appropriate action for debarment of the SP for a period of up to five years from participation in future tenders of the Mission/Ministry, in accordance with the applicable Government guidelines.

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

S.No.	Parameter	Service Level	Penalty for violation
1	Delay in opening a separate Bank Account for the outsourcing operations with the Mission as per Chapter VII: Scope of Work and Deliverables Required.	The SP agrees to share the details of the Bank Account opened to the Mission before the start of outsourcing operations.	For any violation, the SP shall be liable to pay **KD 150** 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 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 on the same day or in exceptional circumstances with prior notice to the Mission concerned, on the next working day.	For any violation, the SP shall be liable to pay a penalty equivalent to 0.5% of the undeposited amount multiplied by the number of days of delay.
4	Bounced Cheque/	The SP agrees to ensure	For any violation, the SP

	failed transaction	that all remittances to the bank account of the Mission, irrespective of the mode of payment, including cheque and electronic fund transfer, are completed successfully and that there are no instances of cheque dishonour, failed transactions, reversals, or payment failures.	shall be liable to pay a penalty of **KD 150** per incident or 10% of the value of the Cheque/ transaction, whichever is higher. Repeated instances (more than three in a calendar year) of bounced cheque/failed transactions may lead to levy of a higher penalty of **KD 300** per incident or 20% of the value of the cheque/transaction, whichever is higher.
5	Loss / Damage of Passports/ documents	The SP agrees to be responsible for the loss of or damage to passports /documents while in its custody, including during transmission between the ICAC, the Mission, and the applicant.	For any violation, the SP shall be liable to pay a penalty of **KD 300** per passport or document lost or damaged. In addition, the SP shall bear the entire cost of replacement of the lost or damaged passport, including all associated expenses, fees and charges. The SP shall also be solely responsible for any compensation, damages, penalties, legal costs or any other liabilities imposed by any judicial, quasi-judicial or statutory authority, or claimed by the applicant, arising out of such loss or damage.
6	Delay in submitting	The SP agrees to be	For any violation, the

	the completed application forms along with documents to the Mission	responsible for sending the application forms along with documents received from the applicants to the Mission(s) as per the schedule fixed by the Mission(s) concerned	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 **KD 300** 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 after scrutiny shall be transmitted to the Mission on the next working day of receipt at the latest. 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 despatch to the Mission.	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. Any delay in providing a daily statement of such details will invite a penalty of **KD 8** for each day of delay

9	Scanning/Digitisation and Indexation of documents	For passport applications processed through the GPSP system, the application and supporting documents shall be digitized at the time of submission of the application. 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. Those applications which are submitted by applicants directly at the Indian Mission 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.	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 invocation of relevant securities and termination of Contract.

10	Provision of Applicant Support Services (ASS)	The SP agrees to provide the Applicant Support Services (ASS) viz. photocopying, photographs, Form filling services, and Courier services, at no additional cost, to applicants submitting consular applications at ICACs.	Failure of SP to provide Applicant Support Services (ASS) to applicants at ICACs, would lead to a penalty of **KD 30** in each case. Violations beyond three times shall result in levying of penalty at the enhanced rate of **KD60** in each case. Any further violation may lead to invocation of the relevant security, as applicable, and termination of the Agreement.
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(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 **KD300** 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	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 Ref: Assume the SP has collected **KD 1** lesser

			than the prescribed fee from 5 applicants. The total **KD 5** should be paid by the SP to the Mission prior to raising the invoice. If the SP fails to do so, an amount of **KD 5 x 5 = KD25** shall be levied as penalty.
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.	Any delay in opening any ICAC beyond the timeline prescribed by the Mission shall attract a penalty of **KD 300** per day per Centre, including holidays. Any delay continuing beyond one month shall entitle the Mission to invoke the Performance Security and the Security for Premature Termination of the 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.
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	Any violation may lead to a penalty of **KD 150** per day, unless commuted or decided otherwise by the Mission concerned in special circumstances.

		in consultation with the SP.	
15	Location of the ICAC	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. Approval of Mission concerned is required in each such case.	Any discrepancies between the offer and actual location of the ICAC, unless specifically approved by the Mission will result in a penalty of **KD 30** per day up to a maximum of two months to rectify the situation, failing which, the Mission reserves the right to terminate the Contract, invoking the security 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 the 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 **KD 90** 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 **KD 180** per day.
17	No. of Counters and	The SP agrees to ensure	Any discrepancies on

	Staff to be deployed at ICAC	that the number of counters and Staff at each ICAC shall be as given in RFP OR approved by the Mission 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.	this account, unless specifically approved by the Mission concerned shall be rectified by the SP within a period of 30 days, failing which, a penalty of **KD 300** 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 **KD 600** 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. The SP shall also ensure that a Country Manager responsible for the operations of all the ICACs in the country is appointed as Head of the ICACs.	Any violation would lead to a penalty of **KD 60** per week till the matter is rectified. 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. Clear audit trails of these times shall be made available to the Mission(s) concerned on a daily basis.	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 Non-submission of audit trails shall entail a penalty of **KD 30** per

			day till the submission of the same.
20	Waiting time at the call centre for telephonic queries	The SP agrees to ensure that the telephonic queries shall be responded to from **7 A.M. to 7 P.M.** on all working days with updated information on a real-time basis. Waiting time shall not exceed 3 minutes. A daily log indicating the waiting time and the handling time for each call shall be provided to the Mission(s) concerned on a daily basis.	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 **KD 1** per delayed call. Non-submission of the daily log may lead to a penalty of **KD 30** per day till the submission.
21	Email queries	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. SP agrees to provide a weekly log of details of emails received and answered.	Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) shall attract penalties equivalent to **KD 1 (one)** per delayed response. Non submission of weekly log may lead to a penalty of **KD 60** 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.	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: a) Acceptance of	Any violation shall lead to levying of a penalty equivalent to Service Fee of the SP for the service rendered to the applicant. (SP is responsible for

		application form in the ICAC b) Dispatch of application form with documents to the Mission c) Processing in the Mission d) Receipt of documents from the Mission e) Dispatch of documents to the applicant giving details for tracking	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.	Any complaints of discourteous behaviour shall lead to levying of penalty equivalent to **KD30** 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. Violations beyond three times shall result in levying of penalty at the enhanced rate of **KD 60** in each case. Repeated violation (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 invocation of the security provided to the Mission in this regard.
25	Acceptance of Incomplete Documents	The SP shall be responsible to accept application forms after	The SP shall ensure that completed documents are re-submitted to the

		due scrutiny as per the checklist approved by the Mission.	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 **KD15** 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 the event of non-payment of penalties for a period exceeding four weeks, the Mission shall be entitled to invoke the relevant Security/Securities, as applicable, for recovery of the outstanding penalties, in accordance with the terms and conditions of the Contract/RFP. In such an event, the Mission shall also be entitled to terminate the Contract and invoke the Security for Premature Termination of the Contract, in accordance with the relevant provisions of the Contract/RFP, and ban the company from future tenders of the Mission/Ministry.
28	Recoupment/Repleni shment of Securities by the SP following Invocation by the	The SP shall ensure that, in the event of invocation of any Security by the Mission, the SP shall	Any violation shall attract a penalty equivalent to 10% of the amount of Security

	Mission	replenish such Security to the prescribed amount within two weeks of such invocation.	required to be replenished, for each week of delay. Continued failure to replenish the Security may result in invocation of any or all of the Securities, as applicable, termination of the 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 resulting in non-availability of the required service/facility shall attract a penalty of **KD 30** for each day of such non-availability.
30A	Online appointment system with live tracking	The SP agrees to provide online appointment system with live tracking.	
30B	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 for the live monitoring of online appointments to applicants.	
30D	Whats app bot/Chatbot	The SP agrees to provide a WhatsApp bot/Chatbot	
30	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	The SP agrees to ensure that it shall not further outsource any CPV services to any	In case of violation on this account, the Mission has the right to terminate the Contract,

	royalty or on any other basis.	person/company or entity on commission or royalty or on any other basis. No sub-contracting is permitted.	invoke the securities, as applicable, 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 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 **KD150** 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 agrees that it shall obtain and submit to the Mission the requisite Insurance in respect of the ICACs 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 **KD150** per day till the time the Insurance is furnished to the Mission concerned.
34	Delay in submission of Third-Party Audit Report	The SP shall conduct a Third-Party Audit of the processes and procedures relating to the Services on an annual basis and submit the audit report to the Mission and the Ministry within one month of completion of each annual period. During the first year of operation, the SP shall conduct the Third-Party Audit in two six-monthly periods. The audit report for the first six months of operation shall be submitted to the Mission and the Ministry within one month of completion of the first six-month	Any delay beyond the prescribed period shall entail a penalty of **KD150** per day till the time the Report is furnished to the Mission/Ministry.

		period. Similarly, the audit report for the subsequent six-month period shall be submitted within one month of completion of that period. Thereafter, the Third-Party Audit shall be conducted annually and the corresponding audit report shall be submitted within one month of completion of each annual period.	
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 **KD15** per day till the time the Report is furnished to the Mission.
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 Agreement.
37	4 SMS updates for applications. .	The SP should mandatorily provide 4 SMS updates for application received in person at ICAC as well as Mission/courier applications: i) on receipt of application in the ICAC, ii.on dispatch of documents to theMission, iii. on receipt of	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 a penalty of **KD8**.

		documents in the ICAC from the Mission and iv. Intimation of despatch to applicant by Post/courier. All these information should also be uploaded to the website tracking system on a real-time basis.	
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 @ **KD60** for the first time of such violation, **KD150** for the second violation, **KD300** for the third violation and any further violation may lead to invocation of security/securities, as applicable, 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 @ **KD60** for the first time of such violation, **KD150** for the second violation, **KD300** for the third violation, and any further violation may lead to invocation of security/securities, as applicable, and termination of the Agreement.

40a	Refunds towards Incomplete applications. 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 at the latest within a period of ten working days.	Any delay beyond the prescribed period shall attract a penalty equivalent to twice the Service Fee applicable to the service sought by the applicant, per application.
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 shall be 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 **KD60** 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 **KD150** 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 **KD60** 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 approval.	The SP shall not make any change in the content its website/ appointments portal in the Mission without prior approval from the Mission	Any violation on this account shall lead to penalty of **KD60** per day till the unauthorised changes are removed from the website.
44	Delay in enabling generation of reports by the Mission as prescribed by the Mission.	The SP shall enable the Mission to generate reports, as prescribed by the Mission immediately.	Any violation on this account shall lead to penalty of **KD60** per day till the time requisite access is provided.
45	Any other violation which is not mentioned above,including charging for Applicant Support Services (ASS) viz, photocopying, photographs, form filling and courier services.	Charging applicants for ASS, viz. photocopying, photographs, form filling and courier services, and any other violation of the provisions of the RFP/Agreement that is not specifically covered under this Service Level Matrix and Penalties.	If two warnings given to the SP remain unheeded, violations may lead to imposition of penalty @ **KD60** for the first time of such violation, **KD150** for the second violation, **KD300** for the third violation, and any further violation may entitle the Mission to invoke the relevant Securities and terminate the Agreement.

Note: The above list of service levels and penalties is not exhaustive. Repeated violations of the terms and conditions of the RFP/Agreement may result in invocation of the applicable securities and/or termination of the Agreement.

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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/ DCM of the Mission as Chairman. 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 SP may also be a member of the Monitoring Committee. The formation of the Monitoring Committee shall be at the discretion of the HOM/ DCM. After giving an opportunity of being heard 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. This RFP shall be governed by and construed in accordance with the laws of India. The parties agree that any legal action, suit, or dispute arising out of or relating to this RFP/Agreement shall be instituted exclusively in the competent courts located in New Delhi/Delhi.

2. 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) No failure, delay or omission by either Party to perform or fulfill any of its obligations under the Agreement shall give rise to any claim against the affected Party or be deemed to be a breach of the Agreement if and to the extent such failure, delay or omission arises from Force Majeure. “Force Majeure" as employed in this Agreement shall mean any event or circumstance or combination of events or circumstances that: (1) prevent or delay the affected Party (“the Affected Party”) from performing in whole or in part its obligations pursuant to the terms of this Agreement ; (2) are unforeseen and not within the Affected Party’s reasonable control; and (3) are unavoidable by the exercise of due diligence by the Affected Party acting as a reasonable and prudent Party under the relevant circumstances. Subject to satisfaction of the conditions specified in items (1), (2), and (3) above, Force Majeure shall include wars (declared or undeclared) or revolutions, civil wars, acts of terrorism, typhoons, cyclones, hurricanes, tidal waves, fires, major floods, riots, earthquakes, epidemics, quarantine restrictions, labour strikes other than those of the Service Provider or any order or directive of regulatory or government authority provided that such order or directive is not a result of any non-compliance of applicable law by the Party claiming Force Majeure.

(ii) For the avoidance of doubt, inclement weather, third party breach, commercial hardship, strike, shutdown or lockout other than as specified above shall not constitute a Force Majeure event.

(iii) The Party claiming Force Majeure shall (i) provide a written notice to the other Party immediately upon occurrence of Force Majeure and in any event within 7 (seven) days of occurrence thereof (ii) Update the notice giving full details of event of Force Majeure duly certified by the local chamber of commerce or statutory authorities or verified news in public domain (iii) give access to the other Party, if so requested, to inspect the premises or verify the fact of occurrence of Force Majeure (iv) perform the Contract if and to the extent substituted performance is possible (v) use all reasonable efforts to prevent and reduce the effect of such Force Majeure.

iv) Service Provider shall not be allowed to claim any Force Majeure unless the event or the effect thereof lasts for a period of at least 72 (seventy-two) consecutive hours.

v) If the Service Provider is prevented from fulfilling its contractual

obligations for a continuous period of 30 (thirty) days because of Force Majeure, then the Mission shall be entitled to terminate the Agreement without any obligation to compensate the bidder in any manner for whatsoever reason.

vi) In a 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 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, the Mission shall also have the right to terminate the Agreement by giving a shorter notice period under special circumstances, including but not limited to security considerations, violation of applicable privacy laws, non-compliance with taxation laws in **Kuwait**, or any material breach of the provisions of this Agreement. In such cases, the Mission shall also have the right to invoke the security 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 may terminate the Agreement by giving the Mission not less than **six (06) months'** prior written notice, subject to the reasons for such termination being accepted by the Mission/Ministry. If the SP terminates the Agreement without providing the stipulated **six (06) months'** prior notice, the Mission shall have the right to impose financial penalties as prescribed under Chapter XI (Service Level Metrics/Penalties), without prejudice to any other rights and remedies available to the Mission under this Agreement.

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 **Kuwait**, 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 a show-cause notice 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 invoke the security for premature termination of the 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, NIC, and Global Passport Seva Project (GPSP) team and to implement the modifications in the standards/procedures as and when prescribed by Mission, 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. Any data or information relating to applicants obtained, collected, processed, or otherwise accessed by the SP in connection with this Agreement shall be treated as strictly confidential and shall not be disclosed, shared, transferred, or otherwise made available to any third party without the prior written consent of the Mission. 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 **KD330** 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.

iii. The SP shall ensure access of authorized officials from the Mission(s) to visit and inspect ICAC premises, equipment and documents.

iv. 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/ 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.

v. 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 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.

vi. 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.

vii. 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.

viii. 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.

ix. 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, **Embassy of India, Kuwait, Diplomatic Enclave, Arabian Gulf Street, P.O. Box 1450, Safat – 13015, Kuwait** and sent so as to reach before the due date. The Bids must be submitted in a secure package in the following manner and as per the format below:

(i) **Envelope 1**: A separate closed envelope containing Bank Guarantee (BG) for 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) **Envelope 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. The Technical Bid shall be submitted in four hard copies together with one soft copy in Microsoft Word format on a CD. A Technical Bid not accompanied by the requisite soft copy, or accompanied by a blank, corrupted, or unreadable CD, shall be liable to be rejected.

(iii) **Envelope 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 Embassy of India, Kuwait'**. The proposal must be received by 1500 hours (Local Time) on **26.10.2026**. The Technical Bids will be opened on the same day **26.10.2026** 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 **Embassy of India, Kuwait.**

3. The receipt of the proposal will be duly acknowledged as and when received.

4. All requests for further information/queries related to this RFP may be sent to the following email id: **hoc.kuwait@mea.gov.in**. with the subject title: **"Tender Documents for Outsourcing of CPV Services at the Embassy of India, Kuwait."**.

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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 envelops will be opened in the First Stage/Technical Bid Evaluation:

(a) **Envelope 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) **Envelope 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 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 the 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 Tender Evaluation Committee (**TEC**) constituted by the Mission. The evaluation shall be based on the information and documents submitted in response to this RFP, as well as the presentation made by the

bidding company before the TEC. Technical Bids that do not satisfy the Mandatory Eligibility Criteria prescribed in Annex-D shall be declared non-responsive and shall not be considered for further evaluation.

e. The bidders shall make a presentation before the Technical Evaluation Committee (TEC) on the date, time and venue specified by the Mission. The purpose of the presentation shall be to enable the TEC to evaluate the Bidding Company's understanding of the requirements of the RFP and its capability to provide the proposed services in accordance with the Scope of Work and Deliverables.

f. The presentation shall, inter alia, cover:

(i) the proposed operational model, systems and infrastructure;
(ii) the methodology for delivering all services specified under the Scope of Work, including the Applicant Support Services (ASS);
(iii) the proposed staffing pattern and operational readiness;
(iv) the bidder's capacity to scale up operations to meet sudden increases in demand;
(v) risk management and contingency arrangements;
(vi) the quality, functionality and security features of the proposed website and IT systems; and
(vii) the grievance redressal mechanism and complaint management system.

g. The presentation shall be confined to the contents of the Technical Bid and shall not include any information relating to the Financial Bid. The TEC may seek clarifications during or after the presentation, and the responses thereto shall form part of the evaluation record.

h. The Technical Evaluation Proforma is enclosed as Annex-J to this RFP. Bidding Companies shall furnish complete information in the prescribed proforma and shall ensure that no item is left blank or omitted. The information shall be provided in text form. Supporting documents, including tables, charts, diagrams or photographs, may be enclosed as annexures, each duly indicating the name of the Bidding Company and the corresponding page number and cross-reference to the relevant item in the Technical Evaluation Proforma. The Technical Evaluation Committee (TEC) shall evaluate each Technical Bid independently against the evaluation benchmarks prescribed in Technical Evaluation Proforma (Part III of Annex-J of the RFP). The TEC will award marks under each technical evaluation parameter in accordance with the benchmarks prescribed in the Technical

Evaluation Proforma.

g. The results of the Technical Bid evaluation shall be announced only upon completion of the security verification of all technically qualified Bidders. Any Bidder not cleared from the security perspective, as determined by the Ministry, shall be disqualified from further participation in the bidding process. The decision of the Ministry in this regard shall be communicated to the concerned Bidder.

h. 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 envelops will be opened in the Second Stage/Financial Bid Evaluation:

I. A separate envelope (**Envelope-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 for their disqualification by email.

b. Bidders who do not qualify at the Technical Bid stage, other than on grounds of non-clearance from the security perspective, shall be provided an opportunity to make a representation against their disqualification. Such representation shall be submitted to the Mission within three working days of communication of the decision of disqualification and shall clearly set out the grounds on which the Bidder seeks reconsideration of the decision. The representation shall be duly examined by the TEC, and the decision taken thereon will be communicated to the bidder within three working days of the receipt of the representation. The results of the Technical Bid evaluation shall be

finalized after completion of the above process. The Earnest Money Deposit of the technically disqualified bidders will be returned not later than thirty days from the date of finalisation of the technical evaluation.

c. Before the opening of the Financial Bids, the marks awarded to each bidder under each parameter of the Technical Bid evaluation shall be communicated to the respective bidders by email. However, the detailed evaluation sheets, comments, deliberations, reasons recorded by the Technical Evaluation Committee (TEC), and other internal evaluation records forming part of the decision-making process shall not be disclosed.

d. Technically qualified bidders cleared from the security angle by the Ministry shall be informed by email of the date and time fixed by the Mission for opening of the Financial Bids and may attend the bid opening. The Service Fee quoted by each bidder in Annex-K shall be disclosed at the time of opening of the Financial Bids.

e. The Financial Bid (Annex-K) shall be evaluated by the Technical Evaluation Committee (TEC) to assess the viability of the Service Fee quoted by the bidder for providing the services in accordance with the scope, standards, obligations and performance requirements prescribed in the RFP. If the Service Fee quoted by a bidder appears to be abnormally low and gives rise to concerns regarding the bidder's ability to perform the Contract satisfactorily, the TEC may seek written clarifications from the bidder. Such clarifications may include, inter alia, a detailed price analysis, the methodology adopted for arriving at the quoted Service Fee, allocation of costs, risks and responsibilities, assumptions underlying the bid, and any other information considered necessary by the TEC to determine the viability of the bid. If, after considering the clarifications furnished by the bidder, the TEC concludes that the quoted Service Fee is not viable for the satisfactory performance of the contract in accordance with the requirements of the RFP, the Financial Bid shall be rejected as non-responsive. The decision of the TEC in this regard shall be communicated to the concerned Bidder.

f. Among the Financial Bids found to be viable and responsive, the bidder quoting the lowest Service Fee (the lowest evaluated bidder) shall be declared the successful bidder (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.

g. The result of the Financial Bid shall be communicated by email to all bidders who qualified for the Financial Bid stage. Thereafter, the result of the Financial Bid and the award of the Contract to the successful bidder (L1) shall be published on the website of the Mission.

h. In the case of the Bidding Company awarded the Contract, the Earnest Money Deposit (EMD) shall be returned only after the Bidding Company has furnished the requisite Securities, as prescribed under chapter X of the RFP, and executed the Agreement. If a Bidder withdraws its Bid during the Bid validity period, including after opening of the Financial Bids or after being declared the successful Bidder (L1), or if, after award of the Contract, the successful Bidder fails to execute the Agreement, furnish the requisite Securities, or complete the procedures for opening the ICACs within the timeline stipulated by the Mission, the EMD shall be liable to be invoked by the Mission, and the Bidder may be debarred for a period of up to five years from participation in future tender processes of the Ministry and its Missions/Posts

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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 10 Days - Signing of the Agreement

a. The signing of the Agreement between the Mission and SP - within 10 (Ten) working days of the issue of the Letter of Intent or within such time limit as may be specified by the Mission.

Within 21 Days of signing of the Agreement

b. Selection/Finalization of ICAC premises and approval of the Mission for the same – within 21 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. 21 days after signing of the Agreement, the Mission will evaluate the situation. The Mission must be provided with the status of progress achieved every other day in writing in accordance with the timeline of implementation set by the 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 invoke the security provided for premature termination of the Contract.

d. Simultaneously, personnel for ICAC must be selected and trained, and should be in place within 21 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 40 Days of the signing of the Agreement:

e. Readiness of ICAC premises including installation of new hardware, new furniture, signage, etc. – within 40 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.

h. Full services at the Indian Consular Application Centre (ICAC) shall commence within 45 days of signing the Agreement or at the earliest possible. Also, the submission counter at Mission shall be made operational, as specified by the Mission.

i. The above 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 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.

S. N	Milestone	Time for Completion
1	Signing of the Agreement between the Mission and SP	Within 10 days of issue of the Letter of Intent
2	Identification &Finalisation of ICAC Premises	Within 21 Days of signing of the Agreement.
3	Deployment of Personnel (Parallel placement)	Within 21 Days of signing of the Agreement.
4	Installation of IT & Non-IT Infrastructure	Within 40 Days of signing of the Agreement.
5	Manpower training & handshake with the previous service provider	Within 40 Days of signing of the Agreement.
6	Operational readiness & Commencement of CPV services	Within 45 days 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 invoke the Bid Security Deposit/Performance Security 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.

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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 every six months. Any shortcomings or shortfalls in the performance of the SP shall be rectified by it as per the directions of the Mission. In case of continued shortcomings/non-performance, the Mission reserves the right to impose penalties including the termination of the Agreement.

2. The Mission has the right to terminate the contract if, during the review process, it is found by the Mission 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

The following is the list of Annexes forming part of this RFP:

Sl.	Annex	Title	Page No.
1	Annex-A	Technical parameters for digitization	
2	Annex-B	Biometric specifications	
3	Annex-C	Organisation profile	
4	Annex-D	Mandatory Eligibility Criteria	
5	Annex-E	Declaration by the Bidding Company	
6	Annex-F	Bid Cover Letter and Declaration	
7	Annex-G	Bank Guarantee format	
8	Annex-H	Bid Security/EMD format	
9	Annex-I	Guidelines for Attestation of documents	
10	Annex-J	Technical Bid Evaluation	
11	Annex-K	Financial Bid	
12	Annex-L	Draft Contract Agreement	

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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 with 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. For 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 filename 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 thesystem gets stabilized with ONLINE DOCUMENT SUB

Annexure: B Specification for Biometric Enrolment

1. The Government of India shall provide the fingerprint enrolment application software. 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
Enrollment	4+4+2 FP Biometric Device	As specified in the STQC certified list http://www.stqc.gov.in/

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

S No.	Mandatory Technical Requirements
A	Supply SDK and API (Enrolment) (.Net and Java)
1	SDK for 4+4+2 Capturing
2	SDK with capability for Fragmentation to 10 Images
3	NFIQ Quality Check with grading
4	Images - Raw, PNG, WSQ, JPEG 2000 Lossless Images, ISO 19794-2, ISO 19794-4
5	Minex Compliant Algorithm for Minutia Extraction (ANSI-378)
6	Necessary Licenses (should not expire)
7	Minutia Templates (Proprietary)

S No.	Mandatory Technical Requirements
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.

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Annexure-C Organisation Profile

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

References
(Please provide three references only)

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

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/ 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.	Parameters
I	EXPERIENCE OF THE COMPANY
	Response of the Bidding Company along with certificates
II	FINANCIAL STRENGTH OF THE COMPANY
1.	Bidding Company should have a minimum net worth equivalent to USD 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 requisite securities 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 along with certificates
2.	The average annual turnover of the Bidding Company during the last three years (Jan 2023- Dec 2025), should be at least USD 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. 2023 -2025. 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 along with certificates
3.	The Bidding Company should have adequate financial strength to provide requisite securities 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 along with 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 along with 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 along with certificates
2.	The Bidding Company must certify that neither the company nor any of its subsidiaries has been convicted of 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 **Kuwait** 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. *The details of the proposed key personnel and their experience record must be provided.*

	Response of the Bidding Company
6.	The Bidding Company must certify that it has not been convicted of any offence involving 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 **Embassy of India, Kuwait** certify as follows: that,

a) We and our partner Company----------(name) taking part in the present tender Process hereby declare that neither we nor our partner company has been convicted of any offence relating to 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 of any offence involving 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 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.

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 Service Level Agreement (SLA) 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 evaluated bidder relying on the information provided in Annexure-K, which forms part of the Financial Bid. Bids evaluated by the TEC as commercially unviable are liable to be rejected. In that event, only the remaining Bids will be considered to determine L1 and we have no objection to the same

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 ourselves 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, invocation for security for premature termination of the Contract and a 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 hereby acknowledge and agree that only the marks awarded to us under each parameter of the Technical Bid evaluation shall be communicated to us by email before the opening of the Financial Bids. We further understand and agree that the detailed evaluation sheets, comments, deliberations, reasons recorded by the Technical Evaluation Committee (TEC), and other internal evaluation records forming part of the decision-making process are confidential in nature and shall not be disclosed to the bidders during or after the tender process. We unconditionally accept the aforesaid disclosure framework and shall have no claim for disclosure of such confidential evaluation records under the provisions of this RFP.

t) 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
(Address)
Embassy of India, Kuwait

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 HCI/E/I …name…. 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 E/I Kuwait or its appointed representatives.

If our proposal is accepted, we undertake to furnish the following Securities in the form of a Bank Guarantee (BG) or Insurance Surety Bond (ISB), as applicable, in the prescribed format and in favour of E/I Kuwait:

1. Security for Safeguarding Government Funds and Applicants' Documents;
2. Performance Security; and
3. Security for Premature Termination of the Contract.

We agree to the unconditional acceptance of all the terms and conditions set out in the RFP and undertake to abide by this Bid for a period of SIX MONTHS, including any extension(s) thereof, from the date fixed for opening of the Bids. This Bid shall remain binding upon us during the aforesaid period. Until a formal Contract is prepared and executed, our Bid, together with your written acceptance thereof conveyed through the Notification of Award, shall constitute a binding obligation between us and E/I, Kuwait

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 E/I, **Kuwait** 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 E/I, **Kuwait** 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 2026

(Signature)

(In the capacity of)
(Name)

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

(Name and Address of Company) Seal/Stamp of Bidding Company

Witness Signature:
Witness Name:
Witness Address:

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

Date:

Signature:
Name
(Company Seal

Annexure: G BANK GUARANTEE FORMAT

To,
M/s Embassy of India, Kuwait

Address:

B.G No. <<>>

Sirs,

1. In consideration of the President of India, represented by the Ministry of External Affairs, through High Commission of India/Embassy of India _____, having its office at _____ (hereinafter referred to as the "Mission", which expression shall include its successor in interest and assigns), having entered into an Agreement dated ..... with M/s _____, having its registered office at _____ (hereinafter referred to as the "Service Provider", which expression shall include its successors and assigns and executors as the case may be), for outsourcing Consular, Passport and Visa related support services (hereinafter referred to as the "Agreement"), and having agreed, in terms of the said Agreement, to accept an irrevocable Performance Bank Guarantee for a sum of .....(in words) as security for the due and faithful performance by the Service Provider of its obligations under the Agreement, we, _____ (name of the Bank) (hereinafter referred to as the "Bank"), at the request of the Service Provider, do hereby irrevocably and unconditionally undertake to pay to the Mission, on demand, any sum or sums 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 Service Provider of any of the terms or conditions contained in the 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 Service Provider 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 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 shall have no claim against us for making such payment.

4.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.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.

6. 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.

7. This Guarantee shall be valid up to a period of six months after the expiry of the Agreement 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 and Branch).

Signature.....
Name and Designation.....

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:……
B.G No.
Value of B.G.:……

To

Head of Chancery,
Embassy of India, Kuwait
Address……

WHEREAS
M/s……having its registered office at ……(hereinafter called "the Bidding Company") is submitting its bid/offer dated …….. for providing outsourced Consular, Passport and Visa (CPV) services at the Embassy of India, **Kuwait** in response to the Tender No……dated…… published by Embassy of India, **Kuwait** (hereinafter called "the Mission").

AND WHEREAS, as a condition precedent to participation in the bidding process, the Bidding Company is required to submit, along with its bid, an irrevocable Bank Guarantee towards Earnest Money Deposit (EMD) in the sum of _____, valid up to _____ (i.e., forty-five (45) days beyond the final bid validity period), which shall be liable to forfeiture by the Mission upon the occurrence of any of the following events:

1. the withdrawal or revision of the bid by the Bidding Company during the bid validity period, or
2. non-acceptance of the Letter of Intent (LOI) or Letter of Award by the Bidding Company during the 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 Bidding Company .

The Bank Guarantee shall be irrevocable and shall remain valid up to 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 up to……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 up to 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. Bidding Company 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 also performs 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 **Kuwait**. 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 **Kuwait** requires all certificates, professional or academic, emanating from India to be attested by the Mission for further attestation by the Government of **Kuwait** before grant of **Kuwait** Visa.

All certificates submitted to Mission in **Kuwait** 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 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
1	Marriage Certificate	i) Original Certificate duly attested/authenticated by the Home Department (General Administration

		Branch) of the concerned State and its photocopy. ii) A copy of the passport.
2	Birth Certificate	i) Original Certificate duly attested/authenticated by the Home Department/General Administration of the concerned State and its photocopy. Photocopy of parent's passport, indicating page bearing resident visa.
3	Driving Licence	i) The Driving Licence in original duly attested/authenticated by the Home Department (General Administration Branch) of the concerned State and its photocopy. ii) *Sworn Affidavit* (in duplicate) in the format prescribed. iii) A photocopy of the first five pages and the page bearing the resident visa of applicant's passport and his license.
4	Other documents	i) Original document duly attested by the General Administration Branch of the concerned State (or the concerned Department/ Ministry of the State Government) ii) A photocopy of the first five pages and the page bearing the resident visa of the applicant's passport.
5	Certificates/Documents, Salary Certificates, issued by organizations in **Kuwait**	(i) Original Document, duly attested by M/o Foreign Affairs of **the Govt. of Kuwait** (Consular Section) ii) Photocopy of the document and passport.
6	Sworn Affidavit/Power of Attorney	i) Original Affidavit/Power of Attorney with a duplicate copy to be signed in the presence of the Consular officer. ii) The original passport and a photocopy of the first five pages and the page bearing the current valid resident visa. iii) Personal presence of the Executant with the original passport before the Consular Officer is compulsory. 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.
7	Religion Certificate	i) A declaration in the prescribed form duly filled. ii) Photocopy of the first five pages and the page bearing the current valid resident visa of the passport of the applicant
8	Sponsorship Declaration (SD)	i) Sponsorship declaration in the ***format prescribed*** - duly filled and complete in all respects. ii) A photocopy of the first five pages and the page bearing the current valid resident visa of the passport held by the Sponsor/Declarant. iii) Either the salary certificate of the sponsor or a photocopy of his/her residence visa. [NOTE: SD is not attested in r/o women below 30 years and those brought by private companies on visit visa for employment]
9	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.

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Annexure: J TECHNICAL BID

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

Note: Bidding Companiesshould give detailscarefullyin text form only. Any tables, charts, photos, etc may be enclosed asAnnexures, indicating the name of the Bidding Company, page number, etc.). Bidders are required to make Presentation(s) at the time of evaluation of Technical Bids as per the date and time fixed by the Mission.

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

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

i. **Professional Plan**

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

<table>
<tr><td>1.</td><td>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 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.

Response of the Bidding Company</td></tr>
<tr><td>2.</td><td>The ICACs must be established in cities as per list enclosed.

Response of the Bidding Company</td></tr>
<tr><td>3.</td><td>Size of the centre (area and layout), to be specified for the respective Centres
<table>
<tr><th>S.No.</th><th>Name of the centre</th><th>Area Square Ft.</th></tr>
<tr><td>1</td><td>Kuwait City</td><td>6000</td></tr>
<tr><td>2</td><td>Fahaheel</td><td>5000</td></tr>
<tr><td>3</td><td>Dajeej</td><td>5000</td></tr>
<tr><td>4</td><td>Jahra</td><td>1000</td></tr>
</table>
Response of the Bidding Company</td></tr>
<tr><td>4.</td><td>Number of staff category/role -wise specifying the nature of work to be handled (to be specified for the respective Centres
<table>
<tr><th>S.No.</th><th>Name of the centre</th><th>Role-wise number of staff</th></tr>
<tr><td>1</td><td>Kuwait City</td><td rowspan="4">As given in page 164 under

v) RECRUITMENT AND STAFF REQUIREMENT</td></tr>
<tr><td>2</td><td>Fahaheel</td></tr>
<tr><td>3</td><td>Dajeej</td></tr>
<tr><td>4</td><td>Jahra</td></tr>
</table>
Number of staff offered by bidding company which should not be less than the Minimum prescribed for each role.

Response of the Bidding Company</td></tr>
<tr><td>5.</td><td>Number of counters specifying the work to be handled</td></tr>
</table>

	<table><tr><th>S.No.</th><th>Centre</th><th>No. of counters</th><th>Description</th></tr><tr><td>1</td><td>Kuwait City</td><td>16</td><td></td></tr><tr><td>2</td><td>Fahaheel</td><td>14</td><td></td></tr><tr><td>3</td><td>Dajeej</td><td>14</td><td></td></tr><tr><td>4</td><td>Jahra</td><td>3</td><td></td></tr></table> Note: Number of counters offered by bidding comp, should not be less than mandatory number of counters. Response of the Bidding Company
6.	i) Number of servers/computers with accessories to be installed ii) Description of chairs/tables and furniture to be put in the center with quantity iii) Facilities at ICAC including TV, Drinking water, and facilities for Additional Services. Response of the Bidding Company
7.	Establishing Call centre using VoIP/Toll free system and number of phonelines and internet connections Response of the bidder
8.	Submission hours: **ICAC should remain open for six days a week from Saturday to Thursday. Acceptance of application at the counters of ICAC should be at least 39 hours per week and Back Office working time should be at least 48 hours per week. (Working hours/submission hours can be modified by Mission).** **Working days per week : 6 days (Saturday to Thursday)** **Minimum submission hours per day* : 6½ Hours** **Minimum working hours per day : 8 Hours** ***Exact timings will be decided by Mission(s).** Response of the Bidding Company
9.	The appointment slot at each ICACs should be always available within 05 working days -Delay in providing appointment slot within 05 days will entail penalty.

<table>
<tr><td></td><td>Response of the bidding company</td></tr>
<tr><td>10</td><td>Total turnaround time should not be more than 30 minutes from arrival to submission of application. - Delays in providing service will lead to imposition of penalties.

Response of the Bidding Company</td></tr>
<tr><td>11</td><td>Bar-coded receipt and electronic data entry system - Detailed explanation should be given in the Bid.

Response of the Bidding Company</td></tr>
<tr><td>12</td><td>ISO *certification - The following ISO certification should be provided : ISO- 9001-2008 (QMS-Quality Management System) ISO-27001-2013(ISMS- Information Security Management System) (to be submitted along with the Technical Bid) ISO 23026-2015(Website Quality certification) (to be submitted before three months from the date of award of Contract or at the time of starting of outsourcing operations.) -Certification must be as per the latest version wherever applicable.

Response of the Bidding Company</td></tr>
<tr><td>13</td><td>Security and vigilance system in the centres
CCTV cameras must be HD, Day &Night and network/IP compliant with direct transmission facilities to the Mission during working hrs.
<table>
<tr><td>S.No</td><td>Details</td><td>City</td><td>City</td><td>City</td></tr>
<tr><td></td><td></td><td>No. of security staff</td><td>No. of metal detectors</td><td>No. of CCTV cameras</td></tr>
<tr><td>1</td><td></td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td><td></td><td></td></tr>
<tr><td>n</td><td></td><td></td><td></td><td></td></tr>
</table>
Response of the Bidding Company</td></tr>
<tr><td>14</td><td>Storage and security of documents in the centres (strong room, cabinets and key system, details of staff responsible for the same) Detailed explanation should be given.

Response of the Bidding Company</td></tr>
</table>

15	Security of movement of documents between the centre and the Mission (nature of vehicles used and containers and key system) Dedicated cars/vans Containers with lock for carrying documents Security staff for transportation of documents. (The keys of the containers should be available only in the ICACs and the Mission. Transportation of documents by public transport is prohibited. Response of the Bidding Company
16	Electronic display of the progress of the applications in the centre 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 Response of the Bidding Company
18	Creation of meta data file along with sub-files for enclosed documents. Detailed explanation should be given. Response of the Bidding Company
19	Hardware for capture of ten finger biometrics and facial biometrics Detailed explanation should be given. Response of the Bidding Company
20	Efficient and secured system for storage and transfer of biometric data, in full compliance with local regulations. Detailed explanation should be given. Response of the Bidding Company
21	Five-stage Online tracking system, as specified, of the status of applications in the website. The data on the website must be uploaded on real time basis. Detailed explanation should be given. i) Acceptance of application at the ICAC, ii) dispatch of passport and documents to the Mission iii) processing at the Mission iv) receipt of documents from the Mission

	v) ready for delivery/dispatch of documents with details Response of the Bidding Company
22	Computerisation of operations related to data capture and scanning of applications, photographs and enclosures including digitization and indexation for efficient and fast search and retrieval operations. Detailed explanation should be given. Response of the Bidding Company
23	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 Response of the Bidding Company
24	Computerisation of operations related to accounts matters. The software system (CONSPROM) prepared by NIC should be introduced immediately when provided. Response of the Bidding Company
25	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 Response of the Bidding Company
26	Maintenance of logs/records and statistics as specified by Ministry 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 explanation should be given. 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

	Response of the Bidding Company
29	Provision of four 'Application Support Services' to applicants at ICACs viz, Photocopying, Photograph, Form Filling and Courier Services. Detailed explanation should be given. Response of the Bidding Company
30	Description of contingency plan in case of interruptions in operations. Response of the Bidding Company

Part III: TECHNICAL BID EVALUATION PROFORMA

Note:

Bidding Companiesshould fill in the details carefully without omitting any items in text form only. Any tables, charts, photos, etc., may be enclosed asAnnexures, indicating the 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. The TEC shall award marks in accordance with the prescribed benchmarks set out in the Technical Evaluation Proforma, based on the information furnished by the Bidder in its Technical Bid and the assessment of the technical presentation made before the TEC

S.No		Parameter	Marks	Benchmark
1	a	**Accessibility and reach of ICACs.** The bidder shall explain the proposed location of each ICAC with reference to accessibility, visibility, public transport connectivity, compliance with local zoning regulations and overall convenience for applicants. **(8 Marks)**	8 marks	ICAC is situated in a prime location with excellent accessibility through multiple modes of public transport. The premises provide high visibility, easy identification, barrier-free access and adequate surrounding infrastructure.
			6-7 marks	Proposed location satisfies all mandatory requirements and offers good accessibility, connectivity and convenience. Minor shortcomings, if any, are limited in nature and are not expected to materially affect operations or applicant experience.
			4-5 marks	Proposed Location meets the minimum requirements and is operationally acceptable. However, accessibility,

				visibility or public convenience is comparatively moderate and certain improvements would be desirable.
			2-3 marks	Proposed Location demonstrates noticeable deficiencies relating to accessibility, connectivity, convenience or operational suitability which may adversely affect applicant experience or efficient service delivery.
			0-1 marks	Proposed Location fails to satisfy the prescribed requirements or suffers from serious deficiencies affecting accessibility and functionality.
	b	**Parking Facilities and Accessibility.** The bidder shall describe the parking facilities available at each ICAC, including the type, capacity, accessibility and convenience for applicants. For the prescribed parking capacity, the bidder shall refer to Para 1(A)(xi) of Chapter VII of the RFP. **(5 Marks)**	5 marks	Exclusive parking facilities are available within the ICAC premises or immediately adjoining the ICAC, with capacity exceeding the minimum requirement prescribed in the RFP. The parking is secure, well managed and provides convenient access to applicants.
			4 marks	Exclusive parking facilities are available within the ICAC premises or immediately adjoining the ICAC, meeting the minimum capacity prescribed in the RFP. The parking is secure, adequately managed and provides convenient access to applicants.
			3 marks	Shared parking facilities are available within the same building/premises, meeting the minimum capacity prescribed in the RFP, with convenient and adequately managed access for applicants.
			1-2 marks	Parking facilities meet the minimum requirement prescribed in the RFP but are shared/public, relatively less convenient, or have limitations in terms of accessibility, management or proximity to the ICAC.
			0 marks	Parking facilities do not meet the minimum requirements prescribed in the RFP.

2	a	**ICAC Space requirements** The bidder shall furnish documentary evidence demonstrating that the area of each proposed ICAC complies with the minimum area prescribed in the RFP. Refer to 1(A) (xi) of Chapter VII) **(8) Marks)**	8 marks	The area of the proposed ICAC exceeds the prescribed minimum by more than 20%, thereby providing substantial operational flexibility and improved applicant convenience
			7 marks	Area exceeds the prescribed minimum by 10% to 20% and provides sufficient space for efficient operations and applicant movement
			6 marks	Area satisfies the minimum requirement prescribed in the RFP.
			0 marks	Fail to meet the prescribed minimum area requirement.
	b	**ICAC premises design and infrastructure.** **(10) Marks**) The bidder shall present the proposed design/layout of each ICAC indicating Reception Area , Waiting Area , Applicant Seating Capacity, Submission Counters, Application Facilitation Service (ASS) Counters, Biometric Capture Area, Cash Collection Area , Staff Workstations , Restrooms, Drinking Water Facilities , Access for Persons with Disabilities, Security Arrangements, Emergency Exits and Overall Workflow.	9-10	The proposed ICAC design/layout and infrastructure demonstrate outstanding operational planning with a logical workflow, adequate applicant movement, sufficient waiting capacity, well-designed submission and ASS counters, barrier-free accessibility, appropriate utilities, and modern infrastructure. The layout is expected to facilitate efficient service delivery without congestion.
			7-8	The proposed ICAC design/layout and infrastructure satisfy all mandatory requirements and provide efficient workflow with only minor shortcomings that are not expected to materially affect operations.
			5-6	The proposed ICAC design/layout and infrastructure meet the minimum operational requirements. However,

				improvements are desirable in workflow efficiency and applicant convenience
			3-4	The proposed ICAC design/layout and infrastructure contains noticeable deficiencies affecting operational efficiency, applicant movement or utilisation of available space.
			0-2	The proposed ICAC design/layout and infrastructure is inadequate, poorly designed or unlikely to support efficient CPV operations. Significant deficiencies are evident in planning, accessibility or infrastructure.
3	a	**Application submission counters.** The bidder shall indicate the number of submission counters proposed at each ICAC**.** Refer to 1(A) (xi) of Chapter VII **(06 marks)**	6 marks	The number of submission counters exceeds the prescribed minimum by more than 20%, providing substantial reserve capacity for peak demand and future growth
			5 marks	The number of counters exceeds the prescribed minimum by 10% to 20% and is expected to comfortably handle anticipated applicant volumes.
			4 marks	The proposed number of counters satisfies the prescribed minimum requirement.
			0 marks	The proposed number of counters is below the minimum requirement prescribed in the RFP.
	b	**Submission process and workflow management**- The bidder shall demonstrate the end-to-end workflow covering: • Reception • Enquiry and Information • Preliminary Scrutiny • Document	6 marks	The bidder presents a comprehensive, well-integrated workflow supported by efficient queue management, clear segregation of activities, adequate manpower deployment, contingency arrangements and effective applicant movement. The proposal demonstrates the ability to deliver services

		Verification • Verification of Application Forms • Biometric Capture • ASS • Fee Collection • Application Submission • Token Management • Exit Process **(6 marks)**		efficiently even during peak demand.
			5 marks	The proposed workflow is comprehensive and operationally sound. Minor deficiencies exist but are not expected to materially affect efficiency or service quality.
			4 marks	The workflow adequately covers all essential operational stages and demonstrates the capability to deliver services under normal operating conditions. Certain aspects require improvement.
			2-3 marks	The proposed workflow contains significant operational gaps or lacks sufficient clarity regarding manpower deployment, queue management or applicant movement
			0-1 marks	The bidder has failed to demonstrate a practical, integrated or efficient workflow capable of supporting the prescribed level of service.
4	a	**Applicant Support Services (ASS) at ICACs** The bidder shall demonstrate the proposed arrangements for providing the following Applicant Support Services (ASS): • Photograph • Photocopying • Form Filling • Courier Services Refer to Chapter VII, para (3) of the RFP **(6 marks)**	6 marks	The proposal demonstrates a fully integrated ASS model seamlessly aligned with the application process. Dedicated manpower, adequate equipment and sufficient counters are available to handle peak applicant volumes without affecting the efficiency of the primary submission process. Queue management measures effectively prevent congestion, and all prescribed ASS can be provided simultaneously.
			5 marks	The proposed ASS arrangements satisfy all mandatory requirements. Minor deficiencies may exist but are not expected to materially affect service quality or applicant convenience.

			4 marks	The proposal adequately provides all prescribed ASS and is operationally functional. However, improvements are desirable in manpower deployment, equipment, workflow integration or applicant convenience.
			2-3 marks	The proposed arrangements exhibit noticeable deficiencies in integration, staffing, infrastructure or workflow, which may result in delays or inconvenience during periods of high demand.
			0-1 marks	The bidder has failed to demonstrate adequate arrangements for providing the prescribed Application Facilitation Services.
	b	**Organisational Capacity and Resource Planning**: The bidder shall furnish a detailed organisational structure covering: • Country-level management. • ICAC-wise staffing. • Reporting hierarchy. • Supervisory arrangements. • Shift management. • Backup manpower. • Leave replacement mechanism. • Training programme. • Business Continuity Plan (BCP). • Disaster Recovery	6 marks	The proposed organisational structure/capacity demonstrates a well-defined hierarchy, clearly assigned responsibilities, adequate staffing at every ICAC, experienced supervisory personnel, comprehensive training arrangements, robust backup manpower and effective Business Continuity and Disaster Recovery plans capable of ensuring uninterrupted operations.
			5 marks	The proposed organisational structure/capacity is comprehensive and satisfies all operational requirements. Minor shortcomings are not expected to materially affect service delivery.
			4 marks	The proposed organisational structure/capacity satisfy the essential operational requirements. However, improvements are desirable in staffing, supervision, contingency planning or training.

		(DR) arrangements. **(6marks)**	2-3 marks	The proposed organisational framework contains deficiencies relating to staffing, supervision, reporting arrangements or continuity planning which may affect operational efficiency.
			0-1 marks	The bidder has failed to demonstrate an adequate organisational structure capable of supporting the proposed operations.
5	a	**Appointment Management System (5marks)** The bidder shall explain the proposed appointment management system and demonstrate how appointment slots will ordinarily be made available within **five working days**, including during periods of increased demand.	5 marks	The bidder demonstrates a comprehensive appointment management system capable of consistently providing appointment slots within five working days. The proposal includes surge management mechanisms, automated slot allocation, anti-bot protection, transparent slot release schedules and effective measures to minimise fake bookings and no-shows
			4 marks	The proposed system adequately demonstrates the ability to meet the prescribed appointment window. Minor shortcomings are not expected to materially affect applicant access.
			3	The proposal broadly demonstrates the capability to provide appointment slots within the prescribed timeframe under normal operating conditions. Certain aspects require strengthening.
			2 marks	Significant deficiencies exist in appointment planning, capacity management or surge handling which may adversely affect appointment availability.
			0-1 marks	The bidder has failed to demonstrate a practical appointment management system

				capable of meeting the prescribed service standards.
	b	**Application Processing Turnaround Time** The bidder shall demonstrate the operational arrangements proposed to ensure that the total processing time from token generation to completion of application submission ordinarily does not exceed 30 minutes under normaloperating conditions. **(5 Marks)**	5 marks	The bidder demonstrates a realistic and well-integrated operational model capable of consistently achieving the prescribed turnaround time. The proposal includes detailed workflow mapping, appropriate manpower deployment, efficient queue management and adequate contingency arrangements.
			4 marks	The proposal demonstrates a high probability of achieving the prescribed turnaround time with only minor operational limitations.
			3 marks	The proposal broadly satisfies the prescribed requirements and is likely to achieve the desired turnaround time under normal operating conditions. Improvements are desirable in workflow planning or manpower allocation.
			2 marks	The proposed arrangements contain operational deficiencies which may adversely affect processing time and applicant experience.
			0-1 marks	The bidder has failed to demonstrate a credible operational plan capable of achieving the prescribed turnaround time.
6		**Call Centre Services** The bidder shall demonstrate the proposed Call Centre infrastructure, including: • Number of call lines and call agents	5 marks	The proposal demonstrates a comprehensive Call Centre solution with adequate staffing, multiple communication channels, multilingual support, efficient call routing, average waiting time within the prescribed limit, real-time monitoring, quality assurance mechanisms, comprehensive MIS reporting,

		• Average call waiting time • Voice over Internet Protocol (VoIP) or Toll-Free facilities • Business hours • Multilingual support • Escalation mechanism • Call quality monitoring • Management Information System (MIS) • Business continuity arrangements • Call recording and audit trail **(5 Marks)**		escalation protocols and robust business continuity arrangements.
			4 marks	The proposed Call Centre satisfies all mandatory requirements and demonstrates efficient operations. Minor shortcomings are not expected to materially affect service quality or applicant experience
			3 marks	The proposal adequately meets the prescribed operational requirements and demonstrates the capability to provide satisfactory applicant support under normal operating conditions. Certain operational improvements are desirable.
			2 marks	The proposal contains deficiencies relating to staffing, accessibility, reporting capability or response management which may adversely affect service delivery during peak demand.
			0-1 marks	The bidder has failed to demonstrate an adequate Call Centre capable of meeting the service standards prescribed in the RFP.
7	a	**Website and Online Service Platform** **(8 Marks)** The bidder shall demonstrate the proposed web-based application platform covering the complete applicant interface and Mission interface The dedicated website should have user-friendly appointment scheduling facility and application tracking system The	8 marks	The proposed web application is comprehensive, secure and highly user-friendly. It demonstrates excellent navigation, intuitive user interface, efficient appointment scheduling, real-time application tracking, complete fee transparency, robust security features, responsive design, accessibility compliance, comprehensive MIS dashboard and seamless integration with Mission operations. The live demonstration confirms the maturity and reliability of the solution.

		information on services rendered, document checklist, GOI 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.	6-7 marks	The proposed application satisfies all mandatory requirements and demonstrates high functionality with only minor limitations which are not expected to materially affect operations.
			4-5 marks	The application adequately satisfies the essential requirements prescribed in the RFP. Certain improvements are desirable in usability, functionality, reporting or system integration.
			2-3 marks	The proposal demonstrates noticeable shortcomings relating to usability, security, functionality or integration which may affect applicant experience or operational efficiency.
			0-1 marks	The proposed application fails to satisfy the prescribed functional requirements or demonstrates significant technical deficiencies.
	b	**Grievance Redressal and Customer Feedback System.** The bidder shall demonstrate the proposed grievance management framework including: • Online grievance registration • Ticket generation • Complaint tracking • Escalation mechanism • Email response system • Chatbot or digital assistance • CSAT mechanism • Feedback management • MIS reports • Analytics dashboard • Resolution monitoring **(7 marks)**	7 marks	The proposal demonstrates a comprehensive grievance management framework with integrated online registration, automated ticket generation, real-time tracking, structured escalation procedures, prompt electronic communication, CSAT measurement, analytical MIS reports, dashboard monitoring and effective feedback management capable of ensuring timely resolution of grievances.
			6 marks	The proposed grievance redressal mechanism satisfies all prescribed requirements. Minor deficiencies are not expected to materially affect applicant satisfaction or complaint resolution.
			4-5 marks	The proposal adequately demonstrates the capability to register, monitor and resolve

				grievances. Improvements are desirable in automation, reporting or analytics.
			2-3 marks	The proposed arrangements contain deficiencies affecting transparency, responsiveness or monitoring capability.
			0-1 marks	The bidder has failed to demonstrate an effective grievance redressal mechanism capable of meeting the prescribed service standards.
8		**Past Performance with Mission.** **(8) marks)** The following aspects are to be considered: 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). ii. Nature of complaints received from the applicants against the SP. iii. Compliance with Mission's Instructions –Reliability and Timeliness in Implementation. iv. Record of payment of penalties imposed by the Mission. v. Harmonious and constructive relationship with the Mission. vi. Performance regarding digitization/	8 marks	Outstanding documented past performance with no material deficiencies.
			6-7 marks	Satisfactory performance with only minor deficiencies.
			5 marks	Generally satisfactory performance.
			4 marks	No previous experience with the Mission.
			2-3 marks	Documented deficiencies affecting performance.
			0-1 marks	Serious documented defaults, penalties or unsatisfactory performance.

		indexation of documents.		
9		**Market Reputation and Client References** **(07 Marks)** 1.Minimum three references required 2.Period of referred service should not be more than five years old with the length of service being minimum of two years. 3.The services under reference should pertain to categories of services eligible for the present tender process	7 marks	References demonstrate extensive experience in comparable assignments, high-quality and credible client base, consistently satisfactory performance and excellent market reputation.
			5-6 marks	References demonstrate substantial relevant experience with only minor limitations in client profile or supporting documentation.
			3-4 marks	References satisfy the minimum RFP requirements and establish satisfactory experience, though with limited diversity or complexity.
			1-2 marks	References only partially establish relevant experience or contain deficiencies in supporting documentation.
			0 marks	Minimum reference requirements are not fulfilled or references do not establish relevant experience.
		Total marks-100		

Note: Only those companies that obtain 70% in the Technical Bid stage will be eligible for the financial bid stage.

****

FINANCIAL BID **Annexure: K**

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

Note: Service Fee in **Kuwaiti Dinar** (**KD**) 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 (in Kuwaiti Dinar)
1	Service Fee as per deliverables in the RFP	Amount in figures: …… 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 Applicant Support Services (ASS) viz, photocopying, photographs, Form filling, and Courier Services.

ii) If a bidder quotes a Nil service Fee or if the Tender Evaluation Committee (TEC) is satisfied that the quoted Service Fee is abnormally low and is likely to adversely affect the successful performance of the contract, the Financial Bid may, for reasons to be recorded in writing, be rejected as non-responsive. The decision of the TEC in this regard shall be final.

iii) Service Fee per application quoted above shall be inclusive of all local taxes (VAT, GST, etc.) as applicable in different provinces of **Kuwait**. 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)

Draft Contract Agreement — Annexure: L

Note: This Draft Agreement forms an integral part of this Request for Proposal (RFP) and sets out the proposed terms and conditions of the Contract to be executed with the successful Bidder. The successful Bidder shall execute the Agreement substantially in the form set out herein, subject only to such modifications as may be approved by the Mission or required under the provisions of this RFP.

THIS AGREEMENT IS MADE ON THE ….. DAY OF --------(MONTH AND YEAR)

BETWEEN

The President of India, represented by the Ministry of External Affairs through the Embassy of India, **Kuwait** with the address at **Diplomatic Enclave, Arabian Gulf Street, P.O. Box 1450, Safat -13015, Kuwait** of the one part

AND

M/s ---------- (Company Registration No.---------- dated ---------- issued by ----------) a company incorporated in ----------, with its registered address at ---------- ---------- ----------, of the other part, hereinafter collectively referred to as the parties

WHEREAS ……. of India,<<>>, 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 services and M/s << Name of SP>> (hereinafter referred to as 'the Service Provider') has agreed to provide support and facilitation services in relation to Consular/Passport/Visa/OCI/PCC/SC/GEP Verification / Miscellaneous Attestation Services [hereinafter referred to as 'CPV services'] to Embassy/HC of India,<<>> (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 shall provide support services in respect of the CPV Services, as set out in Schedule I to this Agreement, at the designated exclusive Indian Consular Application Centres (ICACs) located at the following places:

S. No.	Location

1	Kuwait City
2	Fahaheel
3	Dajeej
4	Jahra

ii. 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 are as set out in Schedule-II of this Agreement.

iii. In consideration of the Services provided under this Agreement, the Service Provider shall be entitled to collect from each Applicant, at the time of submission of an application, a single **Service Fee of <<>>**

iv. 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 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)

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 (payable by the applicant on an actual basis, to be collected by the Service Provider on behalf of the concerned bank/agency and remitted to such bank/agency without any mark-up or deduction)

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 **Kuwait** 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 **Kuwait**. 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, for such transition period as may be decided by the Mission. No Notice from Mission 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 Embassy of India, **Kuwait** during such transition period, the Mission may invoke the Performance Security and recover the amount due thereunder, in accordance with the terms and conditions of the Agreement.

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 **Kuwait** 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 **Kuwait** 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 OF THE SERVICE PROVIDER

The Service Provider shall provide the following support services and deliverables to facilitate the delivery of CPV Services by the Mission to applicants:

i) Establish and maintain Website and Online Appointment System

a) The Service Provider shall create, operate and maintain a dedicated website providing information to the general public on all CPV Services delivered through the Service Provider on behalf of the Mission. The Service Provider shall also establish, operate and maintain an online appointment system for scheduling appointments for applicants seeking to avail of the CPV Services. The website shall be created only after obtaining the prior written approval of the Mission. Any modification to the content of the website shall be made only with the prior written 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, 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 in **Kuwait.** The provision for booking these slots should be indicated on the website of the SP. These slots may be increased by the Mission 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 Applicant Support 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 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 from time to time). Whenever the Mission 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 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(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(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 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 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(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(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 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 **Kuwait** 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(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 <<>>. 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(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 1st 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 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-1. 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 shall entitle the Mission to invoke the relevant Security and/or terminate the Contract, in accordance with the terms and conditions of the Agreement.

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(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 (like a holiday or weekend), the same shall be submitted to the concerned Mission on the next working day or as desired by the concerned Mission.

(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 (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(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-1 of this document shall be levied.

x. Return of documents to the applicants

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. 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-1 of this document shall be levied. It is the SP's sole responsibility to ensure the delivery standards as prescribed by the Mission. The GOI/Mission 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.

d. 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.

e. The SP shall provide a detailed outgoing/dispatch manifest to Mission(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(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-1 of this document shall be levied.

(iii) The SP in consultation with the Mission(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(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 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(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 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.

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 electronically along with the case file of the applicant to enable the Mission 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 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.

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 often-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.

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 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 concerned.

c. In case the Mission is delivering such services through local web portal, OSP may be required to align their services with the Mission'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 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 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 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 in <<>> 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(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 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 Missioncode, 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.

i. **There is a backlog of digitization of records of about 50,000 (Fifty Thousand) passport applications at the Mission. Each application contains approximately 8 pages. The SP shall digitize these passport applications and provide it to the Mission. The SP should include this digitization component of work in its offer at no extra payment.**

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 Saturday to Thursday. Acceptance of application at the counters of ICAC should be at least 39 hours per week and Back Office working time should be at least 48 hours per week. (Working hours/submission hours can be modified by Mission).

Working days per week : 6 days (Saturday to Thursday)
Minimum submission hours per day* : 6½ Hours
Minimum working hours per day : 8 Hours
***Exact timings will be decided by Mission(s).**

xxii. Opening of ICACs during weekends/holidays: The SP may be required with prior written authorization/instructions from Mission 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/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. There will be no separate charges allowed for this purpose from anyone [either from the applicant or Mission/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/applicant. Modalities of this arrangement should be worked out with the Mission

xxiv. Submission counter at Mission: The SP shall operate, on a regular basis, an exclusive submission counter at the Mission for processing the applications of VIPs and other applicants as decided by the Misson, 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/Ministry].

xxv. Consular Camps: The SP may be required by the Mission to organize Consular Camps at

any location within the consular jurisdiction of the Mission(s) at no additional cost to the Government of India/Mission 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/Ministry]

xxvi. Contingency Plan: The SP shall have in place an adequate contingency plan, in consultation with and with the approval of the Mission 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 Service Provider shall establish, maintain and provide the following infrastructure and facilities to facilitate the delivery of CPV Services by the Mission:

i) INDIAN CONSULAR APPLICATION CENTRE (ICAC)

The Service Provider shall ensure that each ICAC is easily accessible to members of the public. Each ICAC shall have the area and the number of application submission counters as specified below:

SI No.	Location of ICAC	Minimum Area of ICAC in Sq. Ft	Minimum No. of Submission Counters
1	**Kuwait City**	**6000**	**16**
2	**Fahaheel**	**5000**	**14**
3	**Dajeej**	**5000**	**14**
4	**Jahra**	**1000**	**3**

b. Mission 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 GoI/Mission/applicants. The OSP shall also operate a submission counter at the Mission, if required by the Mission.

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 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 Applicant Support Services (ASS) 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.

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.

h. A separate workstation for the Mission'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, as part of the website linked to the Mission'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 **Kuwait**.

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 **for six days a week from Saturday to Thursday excluding holidays designated by Mission.** Any changes in the timing of the 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 in the RFP. Working hours/submission hours can be modified by the Mission 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, 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 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, 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 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, as part of the website linked to the Mission website, so that it can be seen by all.

ii) Applicant Support Services (ASS) at ICACs

a. The Service Provider (SP) shall provide the following Applicant Support Services (ASS) to applicants submitting consular applications at the ICACs without levying any additional charge on the applicant:

- **Photocopy**: SP shall provide/arrange photocopies of the requisite documents to be submitted by applicants along with the consular applications.
- **Photographs:** SP shall provide 4 photographs (as per the prescribed specification) to applicants submitting consular applications. SP shall arrange facilities within the ICAC for capturing photographs of applicants
- **Form filling:** SP shall provide, on request of the applicant, form filling and document upload services for filling **Consular** applications. Form filling and documents uploading also includes online registration of birth on MHA website, type-writing in English/Arabic and any type of form filling and documents uploading required for CPV Services being provided at ICAC.
- **Courier Services:** SP shall provide courier services for the secure return of processed document(s)/Passport/PCC/OCI/SC to applicants. Upon disposal of application/ receipt of the processed application and document(s)/Passport/PCC/OCI/SC from the Mission, the SP shall dispatch the same to the applicant by courier in a secure manner and in accordance with the delivery standards prescribed by the Mission. This obligation shall apply to applications submitted in person at the ICACs as well as to applications received by post or courier. The SP shall not levy any additional charge on the applicant for such courier service. Any failure to securely and timely return the document(s)/Passport/PCC/OCI/SC, including any loss, damage, misdelivery or delay attributable to the SP or its courier service, shall attract the penalties prescribed in Annexure-1 of this document/chapter XI of the RFP.

b. SP shall be responsible for providing the aforesaid 'Application Support 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 Applicant Support Services (ASS) to applicants submitting consular applications at ICACs would lead to a penalty as prescribed under Chapter XI of the RFP.

c. SP shall not be allowed to charge applicants any additional cost other than the Service Fee quoted in its financial bid for providing ASS 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 Applicant Support Services would invite penalties as prescribed under Chapter XI of the RFP. The SP shall not indulge in the sale, marketing, solicitation, or promotion of any value-added services, including premium lounge services, within the ICAC premises or in the immediate vicinity thereof, including any area outside or adjacent to the ICAC premises, whether directly or through its employees, agents, or representatives.

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 Applicant Support Services

iii) APPOINTMENT SYSTEM AND SMART QUEUE MANAGEMENT

a. Appointment System:

- 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-1 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/Ministry.
- 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.

- The online appointment system shall have, at a minimum, the following features:

    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.

- The SP should provide admin credentials of the appointment system to the Mission for the live monitoring of online appointments, failing which a penalty as per provisions of the RFP shall be levied.

- 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.

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.
- Integration with the appointment system to log the entry and exit time of applicants at ICAC.

c. Dash Board: To enable the Mission 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 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

iv) 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 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.
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 as and when required. The digitized/indexed documents shall be passed on to the Mission in the prescribed format approved by the Mission within the prescribed time frame to enable an efficient search and retrieval operation. Delays in digitization/indexation of documents shall attract penalties, including, where applicable, invocation of the Securities furnished by the SP. While the prescribed timelines for digitization/indexation of documents shall be strictly adhered to, the SP shall ensure completion of all such work without any deficiencies or shortcomings upon expiry or termination of the Agreement. In the event of failure to complete the outstanding work, the Mission shall be entitled to invoke the relevant Security/Securities, as applicable, to meet the costs incurred towards completion of the balance work by a company/agency approved by the Mission, in accordance with the terms and conditions of the Agreement/RFP.
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. Penalties will be applied for failure to do so, as per the Annexure-1 of this document.

v) 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 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-1 of this document.

S.No	Name of ICAC	Minimum Staff Requirement
1	Kuwait City	**Total No. 27** Country Manager-1 ICAC Manager-1 Counter Staff-16 IT handler-1 Messenger-2 Staff for Applicant Support Services-4 Security/Usher-2 (1-Male/1-Female)
2	Fahaheel	**Total No. 23** ICAC Manager-1 Counter Staff-14 IT handler-1 Messenger-2 Staff for ApplicantSupport Services-3 Security/Usher-2 (1-Male/1-Female)
3	Dajeej	**Total No.23** ICAC Manager-1 Counter Staff-14 IT handler-1 Messenger-2 Staff for ApplicantSupport Services-3 Security/Usher-2 (1-Male/1-Female)
4	Jahra	**Total No. 8** ICAC Manager-1 Counter Staff-3

		IT handler-0 Messenger-1 Staff for ApplicantSupport Services-1 Security/Usher-2 (1-Male/1-Female)

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 (PCC) at any stage in respect of any member of the senior management of the Service Provider. In the event that the PCC or any other information received from a competent authority indicates that such person has been convicted of any offence relating to any of the activities mentioned above, the Mission may take appropriate action in accordance with the provisions of the Agreement.

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. SECURITIES

i. The SP shall submit to the Mission, at the time of signing of the Agreement, the following Securities in the form of Bank Guarantees (BGs) or Insurance Surety Bonds (ISBs), as applicable, in accordance with the terms and conditions specified in this RFP.

   a. The SP shall furnish a Security for an amount of <<>>, towards **safeguarding the Government funds** held temporarily by the SP after collection from applicants and the safety of documents, fixed at 5 days' average daily Government revenue of the Mission from CPV services, as applicable (based on the average of the past two years). Any violation may lead to the imposition of Penalty and invocation of Security. In case of repeated defaults, the Mission reserves the right to terminate the Agreement.

   b. The SP shall furnish a **Performance Security** of <<>> 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 Performance Security 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 security shall be given in four pieces with 50%, 20%, 20% and 10% of the total value.

c. The SP shall furnish a Security of <<>> towards **Premature Termination of the Agreement** for an amount equivalent to one month's Service Fee collection, calculated as follows:

Security Amount = Service Fee (as per L1) × 30 (Thirty) days × Average daily number of CPV applications processed by the Mission during the preceding three (03) years.

ii. All Securities shall be furnished in the form of a Bank Guarantee (BG) or Insurance Surety Bond (ISB), as applicable, and shall be submitted to the Mission at the time of signing of the Agreement. The BG shall be furnished in the format prescribed in Annexure G of this RFP. The ISB shall be issued by an eligible insurer authorised to issue such bonds and shall be denominated in <<Local Currency>>, in a form acceptable to the Mission and meeting the requirements specified in this RFP. All Securities shall remain valid for the entire period of the Agreement and for an additional period of six months after expiry or termination of the Agreement. Whenever the Agreement is extended, the validity of all Securities shall also be extended accordingly, with a further extension of six months, to enable the Mission to determine and settle any dues arising from non-completion of work, non-payment of penalties, or any other outstanding liability of the SP under the Agreement. If any pending matter remains unsettled at the end of such six-month period, the SP shall continue to extend the validity of the Securities on a monthly basis until all pending matters, if any, are settled and a 'No Dues Certificate' is issued by the Mission. The extension of the Securities shall be the sole responsibility of the SP. In the event of any delay or failure on the part of the SP to extend the validity of any Security, the Mission shall be entitled to invoke such Security in accordance with the terms and conditions thereof.

iii. The Mission shall be entitled to invoke any or all of the Securities, in whole or in part, depending upon the nature and extent of the default or violation of the terms and conditions of the Agreement/RFP and in accordance with the provisions thereof. For any extended period of the Agreement, the Securities shall be renewed/extended accordingly, with a further extension of six months to enable the Mission to determine and

settle any dues arising from non-completion of work, non-payment of penalties, or any other outstanding liability of the SP. Where penalties imposed by the Mission in accordance with the Agreement/RFP remain unpaid by the SP within the prescribed period, the Mission shall be entitled to invoke the relevant Security, in accordance with its terms. The applicable penalty period and penalty amount shall be determined by the Mission in accordance with the provisions of Chapter XI: Service Level Metrics/Penalties (Annexure-1 of this Agreement), after taking into account the explanation, if any, furnished by the SP.

iv. The SP shall effect and maintain adequate insurance to cover its obligations under the Agreement, including risks relating to the properties of the ICACs, staff obligations and other applicable liabilities in respect of the ICACs of the Mission(s) concerned, including obligations that survive the expiry 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 as provided under Annexure-1 of this Agreement, termination of Agreement, invocation of security provided for Premature Termination of Agreement, andbarring of the SP for five years from participation in future tender processes of the Ministry/Missions/Post.

v. The amount of any Security shall be maintained at the level prescribed under this RFP throughout the validity of the Agreement. In the event of invocation of any Security, resulting in a reduction in the amount of Security available to the Mission, the SP shall, within two weeks of such invocation, restore the Security to the prescribed amount by furnishing an additional or replacement BG/ISB, as applicable. Failure to restore the Security within the prescribed period shall attract additional penalties as specified in Annexure-1 of this RFP.

7. INDEMNITY FOR LOSS

i) The Service Provider shall be fully responsible for the performance of the services and for the safe custody, security and integrity of all documents, consular application fees, Indian Community Welfare Fund (ICWF) fees and any other amounts received from applicants, together with all associated biographic and biometric data, from the point of collection, during storage and transit, until such documents and data are delivered to the Mission, the amounts are deposited into the designated bank account of the Mission in accordance with the provisions of this Agreement, and the documents are subsequently returned to the respective applicants..

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 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, 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, in full or in part, into the Mission's account continuously for three working/banking days will be taken as intentional serious lapse and the Mission will have the right to invoke the security provided for this purpose, as explained under the section on Securities (Clause 6(i) (a) above).

iii) If the penalty amount payable by the Service Provider exceeds the Security amount provided for the purpose, the Mission shall have the right to invoke other Securities. In that event, the Mission shall have the right to terminate the Agreement immediately, invoke the existing securities 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 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 the event that the Service Provider terminates the Agreement before expiry of the prescribed Notice Period, the Mission shall be entitled to invoke all Securities stipulated in Clause 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 imposed shall constitute a default and may result in debarment of the Service Provider for a period of up to five years from participation in future tender processes of the Ministry of External Affairs, in accordance with the applicable Government guidelines. Any termination of the Agreement involving invocation of the Securities may result in debarment of the Service Provider from participation in future tender processes of the Indian Mission(s)/Post(s)

9. SERVICE FEE

i) The Mission 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 **Kuwaiti Dinar(KD)** as indicated in Clause 1 of the Agreement.

ii) The Service fee per application quoted is inclusive of any local taxes and VAT currently applicable in **Kuwait**. 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 Securities – 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 **Kuwait**. 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 **KD 300** per passport or document lost/damaged. In addition, the SP shall bear the entire cost of replacement of the lost or damaged passport, including all associated expenses, fees and charges. The SP shall also be solely responsible for any compensation, damages, penalties, legal costs or any other liabilities imposed by any judicial, quasi-judicial or statutory authority, or claimed by the applicant, arising out of such loss or damage.

(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 **Kuwait**. 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 invoke the securities referred to under Clause 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. This Agreement shall be governed by and construed in accordance with the laws of India. The parties agree that any legal action, suit, or dispute arising out of or relating to this Agreement shall be instituted exclusively in the competent courts located in New Delhi/Delhi. 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 such an event, the Bid Security, or the Security for Premature Termination of the Contract, as applicable, shall be liable to be invoked by the Mission in accordance with the terms and conditions of the RFP/Agreement. The Service Provider may also be debarred from participation in future tender processes of the Ministry and its Missions/Posts abroad, in accordance with the applicable Government guidelines. The Service Provider shall be responsible for all consequences arising from such termination in relation 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. In the event of delay in opening the Centres, Mission has the right to terminate the Agreement and also to invoke the securities referred to in Clause 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. [Annexure-1; Service Level Agreement (SLA), S.No. 13].

ii. Premature Termination of Agreement: In the event of premature termination of the Agreement, the Service Provider agrees that the Security of <amount> furnished under Clause 6(i)(c) of this Agreement shall be liable to be invoked in favour of the Mission, in accordance with the applicable provisions of the Agreement.

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 notice to the SP. However, the Mission shall also have the right to terminate the Agreement by giving a shorter notice period under special

circumstances, including but not limited to security considerations, violation of applicable privacy laws, non-compliance with taxation laws in (name of the country), or any material breach of the provisions of this Agreement. In such cases, the Mission shall also have the right to invoke the security 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 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 may terminate the Agreement by giving the Mission not less than **six (06) months'** prior written notice, subject to the reasons for such termination being accepted by the Mission/Ministry. If the SP terminates the Agreement without providing the stipulated **six (06) months' prior notice**, the Mission shall have the right to impose financial penalties as prescribed under Chapter XI (Service Level Metrics/Penalties), without prejudice to any other rights and remedies available to the Mission under this Agreement.

iii. 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/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 (Name of the country), 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 be entitled to invoke the Security furnished by the SP for Premature Termination of the Agreement, as provided under Annexure-1. The 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

(i) No failure, delay or omission by either Party to perform or fulfill any of its obligations under the Agreement shall give rise to any claim against the affected Party or be deemed to be a breach of the Agreement if and to the extent such failure, delay or omission arises from Force Majeure. “Force Majeure" as employed in this Agreement shall mean any event or circumstance or combination of events or circumstances that: (1) prevent or delay the affected Party (“the Affected Party”) from performing in whole or in part its obligations pursuant to the terms of this Agreement ; (2) are unforeseen and not within the Affected Party’s reasonable control; and (3) are unavoidable by the exercise of due diligence by the Affected Party acting as a reasonable and prudent Party under the relevant circumstances. Subject to satisfaction of the conditions specified in items (1), (2), and (3) above, Force Majeure shall include wars (declared or undeclared) or revolutions, civil wars, acts of terrorism, typhoons, cyclones, hurricanes, tidal waves, fires, major floods, riots, earthquakes, epidemics, quarantine restrictions, labour strikes other than those of the Service Provider or any order or directive of regulatory or government authority provided that such order or directive is not a result of any non-compliance of applicable law by the Party claiming Force Majeure.

(ii) For the avoidance of doubt, inclement weather, third party breach, commercial hardship, strike, shutdown or lockout other than as specified above shall not constitute a Force Majeure event.

(iii) The Party claiming Force Majeure shall (i) provide a written notice to the other Party immediately upon occurrence of Force Majeure and in any event within 7 (seven) days of occurrence thereof (ii) Update the notice giving full details of event of Force Majeure duly certified by the local chamber of commerce or statutory authorities or verified news in public domain (iii) give access to the other Party, if so requested, to inspect the premises or verify the fact of occurrence of Force Majeure (iv) perform the Contract if and to the extent substituted performance is possible (v) use all reasonable efforts to prevent and reduce the effect of such Force Majeure.

iv) Service Provider shall not be allowed to claim any Force Majeure unless the event or the effect thereof lasts for a period of at least 72 (seventy-two) consecutive hours.

v) If the Service Provider is prevented from fulfilling its contractual obligations for a continuous period of 30 (thirty) days because of Force Majeure, then the Mission shall be entitled to terminate the Agreement without any obligation to compensate the bidder in any manner for whatsoever reason.

vi) In a 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 will not have any liability to compensate the Service Provider.

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 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.

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 Clause 19 above.

ii. The performance of the Service Provider will be reviewed at the end of every six months 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 Clause 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 Embassy of India , **Kuwait** published on….. 2026 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.

SIGNED SEALED AND DELIVERED For and on behalf of the Embassy of India, ……..by ***Name and designation*** In the presence of _____ ***(name and designation)*** (Embassy of India)	SIGNED SEALED AND DELIVERED For and on behalf of M/s…SP. ***Name and designation*** In the presence of _____ ***(name and designation)***

SCHEDULE-I

*List of CPV Services in respect of which the Service Provider shall provide support services to the Embassy of India, **Kuwait** in accordance with the provisions of this Agreement.

(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 and operate ICACs in the following locations:

Sl. No.	Location of Indian Consular Application Centres (ICACs)
1.	Kuwait City
2.	Fahaheel
3.	Dajeej
4.	Jahra

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 Applicant Support Services (ASS), 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 at the Mission with adequate number of staff, for processing the applications of special cases, as decided by the Misson.

1.3 The Embassy of India, **Kuwait** 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 GoI/Mission/applicants. OSP will not be allowed to charge any additional cost from anyone [either from applicants or Mission/ Ministry.

2. **Operating Hours**

2.1 The ICACs shall be open **for six days a week from Saturday to Thursday excluding holidays designated by 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 **48** hours (with a minimum eight hours per day) per week excluding public holidays, it shall have at least **39** 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 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.

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 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, 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. **Charges and Payment Terms**

4.1 The charges to applicants 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 or increase in the Service Provider’s Service Fee (SF). The Service Fee shall be fixed and inclusive of VAT, and all other applicable local taxes, as applicable, and any increase or variation in such taxes or duties during the term of the Agreement shall not entitle the Service Provider to claim any additional amount from the applicant or the Mission.

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.

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 and bank deposit slip is received from the bank.

4.5 The Mission 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 schedule and timing for drop-off and pick-up of applications, documents and other materials may vary depending on the operational requirements of the Mission. However, there shall be at least one combined drop-off and pick-up run on each working day, at such time as may be mutually agreed in advance between the Service Provider and the Mission. The Service Provider shall arrange additional drop-off and pick-up runs as and when required by the Mission

6. **Drop-off requirements**

6.1 The drop-off material shall also contain a slip clearly indicating the amount collected, along with the cheque for the corresponding amount in favour of the Mission, or documentary/electronic proof of payment, as applicable, or any other payment mode authorised by the Mission. All applications shall be duly reconciled against the amount indicated in the cheque or the corresponding payment proof.

6.2 The Service Provider (SP) shall submit all Consular/Passport/Visa/OCI/PCC/SC/GEP Verification/Miscellaneous Attestation Services applications to the Mission along with a detailed list of the Applicants. The list shall include, in respect of each application, the Applicant's full name, passport number, amount paid, date of lodging of the application, and details of the individual receipt issued to the Applicant.

7. **Receipts to Applicants**

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 (family members) 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 of the request in the drop-off material.

7.4 The Service Provider shall attach a duplicate copy of the receipt issued to the Applicant with each application submitted to the Mission.

7.5 The Service Provider shall provide to the Mission 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 chatbot**

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 as required and as convenient to both parties. Once the initial training has been provided by the Mission, 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 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. 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 applicants which are not related to the services under this Agreement without the consent of the Mission and approval of the Ministry of External Affairs. The Service Provider shall provide advertising and promotional material as and when required by Mission 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).

* * * * * *

Annexure-1

Service Level Agreement (SLA) for Outsourcing of Consular/Passport/Visa/ OCI/PCC/SC/GEP Verification/ Miscellaneous Attestation Services for the Embassy of India, Kuwait

This Agreement is made on the << date >>

BETWEEN

The President of India, represented by Ministry of External Affairs through the Embassy of India, Kuwait, with the address: **Diplomatic Enclave, Arabian Gulf Street, P.O. Box 1450, Safat-13015, Kuwait**

AND

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

WHEREAS the **Embassy of India, Kuwait** [hereinafter referred to as the Mission], represented by << 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 support 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 support 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 Applicant Support 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 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, 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 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 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 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: @ **KD60** for the first time of such violation, **KD150** for the second violation, **KD300** for the third violation and any further violation may lead to invocation of relevant security(ies), as applicable, 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 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 shall have the right to terminate the agreement and recover the outstanding penalties by invoking the relevant security(ies), as applicable, in accordance with the terms and conditions of the Agreement/RFP and initiate appropriate action for debarment of the SP for a period of up to five years from participation in future tenders of the Mission/Ministry, in accordance with the applicable Government guidelines.

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

S.No.	Parameter	Service Level	Penalty for violation
1	Delay in opening a separate Bank Account for the outsourcing operations with the Mission as per Chapter VII: Scope of Work and Deliverables Required.	The SP agrees to share the details of the Bank Account opened to the Mission before the start of outsourcing operations.	For any violation, the SP shall be liable to pay **KD150** 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	SP agrees to transfer the amounts received from the applicants towards	For any violation, the SP shall be liable to pay a penalty equivalent to

	applicants to the Bank Account(s) of the Mission(s) concerned	fees prescribed by GoI for providing CPV services, Indian Community Welfare Fund (ICWF) fees etc. to the Bank Account(s) of the Mission(s) on the same day or in exceptional circumstances with prior notice to the Mission(s) concerned, on the next working day.	0.5% of the undeposited amount multiplied by the number of days of delay.
4	Bounced Cheque/ failed transaction	The SP agrees to ensure that all remittances to the bank account of the Mission(s), irrespective of the mode of payment, including cheque and electronic fund transfer, are completed successfully and that there are no instances of cheque dishonour, failed transactions, reversals, or payment failures.	For any violation, the SP shall be liable to pay a penalty of **KD150** per incident or 10% of the value of the Cheque/ transaction, whichever is higher. Repeated instances (more than three in a calendar year) of bounced cheque/failed transactions may lead to levy of a higher penalty of **KD300** per incident or 20% of the value of the cheque/transaction, whichever is higher.
5	Loss/Damage of Passports/ documents	The SP agrees to be responsible for the loss of or damage to passports /documents while in its custody, including during transmission between the ICAC, the Mission, and the applicant.	For any violation, the SP shall be liable to pay a penalty of **KD300** per passport or document lost or damaged. In addition, the SP shall bear the entire cost of replacement of the lost or damaged passport, including all associated expenses, fees and charges. The SP shall also be solely

			responsible for any compensation, damages, penalties, legal costs or any other liabilities imposed by any judicial, quasi-judicial or statutory authority, or claimed by the applicant, arising out of such loss or damage.
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 as per the schedule fixed by the Mission 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 **KD300** 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 after scrutiny shall be transmitted to the Mission on the next working day of receipt at the latest.	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. Any delay in providing a daily statement of such details will invite a

		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 despatch to the Mission.	penalty of **KD8** for each day of delay
9	Scanning/Digitisation and Indexation of documents	Mission in **Kuwait** is integrated into the GPSP system, the application and supporting documents shall be digitized at the time of submission of the application. 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. Those applications which are submitted by applicants directly at the Indian Mission will be handed over with supporting documents/enclosures to SP and shall be scanned/ digitized/ indexed to link with the visa application	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 invocation of relevant securities and termination of Contract.

		on IVFRT. Such process shall be completed within three working days of handing over the documents to the SP.	
10	Provision of Applicant Support Services (ASS)	The SP agrees to provide the Applicant Support Services (ASS) viz. photocopying, photographs, Form filling services, and Courier services, at no additional cost, to applicants submitting consular applications at ICACs.	Failure of SP to provide Applicant Support Services (ASS) to applicants at ICACs, would lead to a penalty of **KD30** in each case. Violations beyond three times shall result in levying of penalty at the enhanced rate of **KD60** in each case. Any further violation may lead to invocation of the relevant security, as applicable, and termination of the Agreement.
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 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 **KD300** 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	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

		month/quarter as in case may be	shortage of amount shall be levied to the Service Provider Ref: Assume the SP has collected **KD1** lesser than the prescribed fee from 5 applicants. The total **KD5** should be paid by the SP to the Mission prior to raising the invoice. If the SP fails to do so, an amount of **KD5 x 5 = KD 25** shall be levied as penalty.
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.	Any delay in opening any ICAC beyond the timeline prescribed by the Mission shall attract a penalty of **KD300** per day per Centre, including holidays. Any delay continuing beyond one month shall entitle the Mission to invoke the Performance Security and the Security for Premature Termination of the 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.
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	Any violation may lead to a penalty of **KD150** per day, unless commuted or decided

		submission/collection of applications at each ICAC unless working hours are changed by the Mission in consultation with the SP.	otherwise by the Mission concerned in special circumstances.
15	Location of the ICAC	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. Approval of Mission(s) concerned is required in each such case.	Any discrepancies between the offer and actual location of the ICAC, unless specifically approved by the Mission will result in a penalty of **KD30** per day up to a maximum of two months to rectify the situation, failing which, the Mission reserves the right to terminate the Contract, invoking the security 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 the 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 **KD90** 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 **KD180** 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 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 concerned shall be rectified by the SP within a period of 30 days. failing which, a penalty of **KD300** 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 **KD600** 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. The SP shall also ensure that a Country Manager responsible for the operations of all the ICACs in the country is appointed as Head of the ICACs.	Any violation would lead to a penalty of **KD60** per week till the matter is rectified. 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. 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 Non-submission of

		Mission(s) concerned on a daily basis.	audit trails shall entail a penalty of **KD30** per day till the submission of the same.
20	Waiting time at the call centre for telephonic queries	The SP agrees to ensure that the telephonic queries shall be responded to from **7 A.M. to 7 P.M.** on all working days with updated information on a real-time basis. Waiting time shall not exceed 3 minutes. A daily log indicating the waiting time and the handling time for each call shall be provided to the Mission(s) concerned on a daily basis.	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 **KD1** per delayed call. Non-submission of the daily log may lead to a penalty of **KD30** per day till the submission.
21	Email queries	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. SP agrees to provide a weekly log of details of emails received and answered.	Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) shall attract penalties equivalent to **KD1 (one)** per delayed response. Non submission of weekly log may lead to a penalty of **KD60** 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.	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:	Any violation shall lead to levying of a penalty equivalent to Service Fee of the SP for the service rendered to the applicant.

		a) Acceptance of application form in the ICAC b) Dispatch of application form with documents to the Mission c) Processing in the Mission d) Receipt of documents from the Mission e) Dispatch of documents to the applicant giving details for tracking	(SP is responsible for 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.	Any complaints of discourteous behaviour shall lead to levying of penalty equivalent to **KD30** 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. Violations beyond three times shall result in levying of penalty at the enhanced rate of **KD60** in each case. Repeated violation (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 invocation of the security provided to the Mission in this regard.
25	Acceptance of	The SP shall be	The SP shall ensure that

	Incomplete Documents	responsible to accept application forms after due scrutiny as per the checklist approved by the Mission.	completed documents are re-submitted to the Mission at the latest within a period of ten working days, failing which a penalty equivalent to twice the Service Fee of the service sought by the applicant shall be levied.
26	Return of Documents without giving the reasons 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 **KD15** 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 the event of non-payment of penalties for a period exceeding four weeks, the Mission shall be entitled to invoke the relevant Security/Securities, as applicable, for recovery of the outstanding penalties, in accordance with the terms and conditions of the Contract/RFP. In such an event, the Mission shall also be entitled to terminate the Contract and invoke the Security for Premature Termination of the Contract, in accordance with the relevant provisions of the Contract/RFP, and ban the company from future tenders of the Mission/Ministry.
28	Recoupment/Replenishment of Securities	The SP shall ensure that, in the event of invocation	Any violation shall attract a penalty

	by the SP following Invocation by the Mission	of any Security by the Mission, the SP shall replenish such Security to the prescribed amount within two weeks of such invocation.	equivalent to 10% of the amount of Security required to be replenished, for each week of delay. Continued failure to replenish the Security may result in invocation of any or all of the Securities, as applicable, termination of the 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 resulting in non-availability of the required service/facility shall attract a penalty of **KD30** for each day of such non-availability.
30A	Online appointment system with live tracking	The SP agrees to provide online appointment system with live tracking.	
30B	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 for the live monitoring of online appointments to applicants.	
30D	Whats app bot/Chatbot	The SP agrees to provide a WhatsApp bot/Chatbot	
30	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	The SP agrees to ensure that it shall not further	In case of violation on this account, the

	CPV services by SP on commission or royalty or on any other basis.	outsource any CPV services to any person/company or entity on commission or royalty or on any other basis. No sub-contracting is permitted.	Mission has the right to terminate the Contract, invoke the securities, as applicable, 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 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 **KD150** 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 agrees that it shall obtain and submit to the Mission the requisite Insurance in respect of the ICACs 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 **KD150** per day till the time the Insurance is furnished to the Mission concerned.
34	Delay in submission of Third-Party Audit Report	The SP shall conduct a Third-Party Audit of the processes and procedures relating to the Services on an annual basis and submit the audit report to the Mission and the Ministry within one month of completion of each annual period. During the first year of operation, the SP shall conduct the Third-Party Audit in two six-monthly periods. The audit report for the first six months of operation shall be submitted to the Mission and the Ministry within	Any delay beyond the prescribed period shall entail a penalty of **KD150** per day till the time the Report is furnished to the Mission/Ministry.

		one month of completion of the first six-month period. Similarly, the audit report for the subsequent six-month period shall be submitted within one month of completion of that period. Thereafter, the Third-Party Audit shall be conducted annually and the corresponding audit report shall be submitted within one month of completion of each annual period.	
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 **KD15** per day till the time the Report is furnished to the Mission.
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 Agreement.
37	4 SMS updates forapplications. .	The SP should mandatorily provide 4 SMS updates for application received in person at ICAC as well as Mission/courierapplications: i) on receipt of application in the ICAC,	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 a penalty of **KD8**.

		ii.on dispatch of documents to the Mission, iii. on receipt of documents in the ICAC from the Mission and iv. Intimation of despatch to applicant by Post/courier. All these information should also be uploaded to the website tracking system on a real-time basis.	
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 @ **KD60** for the first time of such violation, **KD150** for the second violation, **KD300** for the third violation and any further violation may lead to invocation of security/securities, as applicable, 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 @ **KD60** for the first time of such violation, **KD150** for the second violation, **KD300** for the third violation, and any further violation may lead to invocation of security/securities, as

			applicable, and termination of the Agreement.
40a	Refunds towards Incomplete applications. 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 at the latest within a period of ten working days.	Any delay beyond the prescribed period shall attract a penalty equivalent to twice the Service Fee applicable to the service sought by the applicant, per application.
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 shall be 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 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 **KD60** per week till the submission.
41	Delay in submission of monthly certification	The SP agrees to submit the requisite monthly certification that it does	Any violation on this account shall lead to penalty of **KD150** on

	regarding personal records of applicants.	not hold any personal records of applicants beyond the stated limit.	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 **KD60** 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 approval.	The SP shall not make any change in the content its website/ appointments portal in the Mission without prior approval from the Mission	Any violation on this account shall lead to penalty of **KD60** per day till the unauthorised changes are removed from the website.
44	Delay in enabling generation of reports by the Mission as prescribed by the Mission.	The SP shall enable the Mission to generate reports, as prescribed by the Mission immediately.	Any violation on this account shall lead to penalty of **KD60** per day till the time requisite access is provided.
45	Any other violation which is not mentioned above,including charging for Applicant Support Services (ASS) viz, photocopying, photographs, form filling and courier services	Charging applicants for ASS, viz. photocopying, photographs, form filling and courier services, and any other violation of the provisions of the RFP/Agreement that is not specifically covered under this Service Level Matrix and Penalties.	If two warnings given to the SP remain unheeded, violations may leadto imposition of penalty @ **KD60** for the first time of such violation, **KD150** for the second violation, **KD300** for the third violation, and any further violation may entitle the Mission to invoke the relevant Securities and terminate the Agreement.

NOTE: The above list of service levels and penalties is not exhaustive. Repeated violations of the terms and conditions of the RFP/Agreement may result in invocation of the applicable securities and/or termination of the Agreement.

5. <u>Discretion of Mission</u>

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 **Kuwait**. 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 For and on behalf of the **Embassy of India, Kuwait** **Signature ----------** **Name and designation** In the presence of _____ **Signature----------** **Name and designation**	SIGNED SEALED AND DELIVERED For and on behalf of **M/s <<Name of SP>>** **Signature----------** **Name and designation** In the presence of _____ **Signature----------** **Name and designation**

Note: All pages should be initialled with seal by both the parties.