

REQUEST FOR PROPOSAL

1. Introduction

The objective of this Request For Proposal (RFP) is to select a reliable and experienced outsourcing agency to contract with the Embassy of India, Washington DC to provide passport support services at the Embassy of India and its Consulates General in New York, San Francisco, Chicago and Houston.

It is estimated that in 2011 the Embassy of India and its Consulates General will receive approximately 100,000 passport applications and about 30,000 applications for miscellaneous services on passports. This is, however, only an estimate and the Embassy of India, Washington DC does not guarantee this number. The applications are received from applicants in person as well as by post/courier. The Embassy of India, Washington DC is looking for an outsourcing agency to collect and collate these applications along with passports of the applicants on its behalf, deliver them to the Consular Wings of the Embassy and the Consulates General and subsequently return the passports to the applicants in an expeditious manner.

2. Request for Proposal:

Bidders are invited to submit a priced proposal for the delivery of passport support services in accordance with this RFP. The proposal would be valid for a period of 3 months after the RFP closing date. The Contract, if signed, will be for a period of five years with review of operations after every year. The Embassy of India, Washington DC, reserves the right to engage one or two Service Providers in respect of outsourcing of passport and related services, if deemed necessary. The Agency is required to forward two sets of bids, both technical and financial for the following two cases:

- i. when one Service Provider is chosen.
- ii. when two Service Providers are chosen.

The Service providers will be required to start partial operations within 3 months of signing the Contract and full operations within one month of starting partial operations. Operations, whether partial or full, can start only after Embassy of India, Washington DC conveys its satisfaction with the arrangements made by the Service provider. Either party may terminate the contract by giving two months advance notice of being unable to carry on the services any longer. In such circumstances, the process of smooth takeover of services will deem to begin from the date of receipt of the notice by the other party or from the date as stated in the notice, whichever is later and the process of termination/smooth takeover will be completed in a reasonable period of time of not more than two months.

3. Clarification/ Additional Information required:

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

- ii. Only communications that are in writing from the Embassy of India, Washington DC may be considered as properly authorized expressions on behalf of the Embassy.
- iii. The Embassy of India, Washington DC shall provide a compilation of all questions and answers provided during the tendering process to all bidders by **March 03, 2011**. The source of questions will not be divulged;
- iv. Questions from bidders will be accepted until **March 08, 2011**, which is the RFP closing date.
- v. Each bidder shall provide the name and contact details of an individual to act as a point of contact during the tender process. That person may be asked to clarify the bid to provide additional information during the evaluation process.

4. Proposed Programme for the RFP Process

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| Closure of bidders questions | – March 08, 2011 |
| Pre-bid conference | - February 22, 2011 |
| Deadline for Submission of Proposals i.e. RFP closing date | – March 08, 2011 |

5. Statement of Service Requirements

The Service Provider shall establish Passport Application Centres adhering to good industry practice standards in the US in the following cities in US following a schedule of roll-outs agreed with the Embassy of India, Washington DC.

Washington DC
 New York
 San Francisco
 Chicago
 Houston

6. Scope of Work and Deliverables Required

a. The Service Provider shall ensure that Passport Application Centres are situated in premises easily accessible to members of the public. The Centres shall have sufficient space in terms of waiting area, application counters and processing area. Provision of seating arrangements, drinking water, newspapers/magazines for light reading, TV etc. for the public to be ensured to the satisfaction of the Embassy/Consulates General, while endeavoring to minimize waiting time. The Centres shall be open from 9am to 6pm on all days from Monday to Friday, except public holidays in the US.

b. The Service Provider shall be responsible for ensuring that wherever an application is made the Service Provider can undertake all of the following functions for the Mission/Post :

i) Assist applicants in completion of forms and provide factual information on Indian passport and additional services available and the application process.

ii) Accept applications for Indian passport and related services, including those received by post, together with applicant's passport, appropriate fee, Service Provider's service fee (equal to the Contracted Price) and supporting documents from applicants and agents, if any, approved by the Embassy of India, Washington DC and its Consulates General in the US. Accept additional documents requested by the Mission/Post from existing applicants. Fee will be accepted in all manners of payment generally used in the US, including credit cards and debit cards. Bidding Agencies are required to suitably factor this into their costs while preparing their offers.

iii) Applicants may include pre-paid return envelope for receiving passport/document back by mail. In case the envelope is not enclosed along with the application for service, the Agency may levy return mailing charges from applicants for sending applications/documents by mail, on actual cost basis. Any deviation from this principle should be with the prior approval of the Embassy of India.

iv) Accept such fees and pay the fees due to the Mission i.e., fees excluding the Service Provider's service fee, in Mission's bank account on the day of receipt. Clear and transparent audit trails of fees taken will be supplied at the time the relevant applications are submitted in a format to be agreed between the Mission and Service Provider. The service Provider shall provide a Bank Guarantee amounting to US\$50,000.00 (US Dollars Fifty Thousand only) for the government funds held by it temporarily and for the safety of documents.

(v) The Embassy of India, Washington DC and the Consulates General will not pay for the services rendered by the Service Provider. The Service Provider will charge fee, per passport application, denominated in US dollar as stipulated in the Contract. The fee per passport application should be quoted inclusive of any local taxes (and/or VAT) currently applicable in the US. This fee will remain fixed during the term of Contract.

vi) Provide a bar-coded receipt to each applicant showing the service fee paid to the Service provider, the passport fee or any other fee, the category of passport service applied for and the date of payment. A copy of the bar coded receipt is to be enclosed with the application.

vii) Electronic data entry of passport applications in a format prescribed by the Embassy of India, Washington DC and transfer this data physically to the Embassy of India, Washington DC and its Consulates General in the US twice each working day (the timings and manner of which will be determined by the Embassy of India, Washington DC and its Consulates General..

viii) On receipt of applications, scrutinize the various documents and forms to ensure they are properly completed and ensure that each passport application form has clear audit information on it to allow easy identification of the fee paid, service required and date of payment. Application documents along with passports to be forwarded to the Embassy of India, Washington DC and its Consulates General in New York, San Francisco, Chicago and Houston respectively, securely and in a timely manner twice each working day (the timings and manner of which will be determined by the Embassy of India, Washington DC and its Consulates General.

- ix) Collect from the Embassy of India, Washington DC and its Consulates General, processed applications and passports, twice each working day.
- x) Return passports to applicants in a timely and orderly fashion and provide those, who are required to go to the Embassy of India, Washington DC and its Consulates General for interview, with the date & time of interview in consultation with the Embassy of India, Washington DC and its Consulates General.
- xi) Delivery of applications and collection of passports will be done twice each working day (the timings and number of which will be determined by the Embassy of India, Washington DC and its Consulates General). Handing / Taking over of applications and passports will take place at the premises of the Consular Wings of the Embassy of India, Washington DC and its Consulates General at New York, San Francisco, Chicago and Houston.
- xii) Publish and distribute an official leaflet explaining clearly how to apply for an Indian passport and related services, complete with relevant guidance.
- xiii) Maintain proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices to be prescribed by the Embassy of India, Washington DC.
- xiv) Maintain proper accounts of all the passport and related services fees received by individual subhead.
- xv) Have in place an efficient system for scheduling appointments for applicants requiring an interview.
- xvi) Have an efficient system for returning passports (with associated documents) in a timely and orderly fashion to the applicants.
- xvii) Have in place a reliable quality control system that maintains continuous surveillance on service standards.
- xviii) Put in place a viable and effective security and vigilance system.
- xix) Operate an e-mail, tele-enquiry facility and electronic display in order that applicants can track the progress of their applications.
- xx) Put in place a system where telephone enquiries are to be answered promptly and email and postal letters are to be replied to within 2 working days of receipt.
- xxi) Issue news releases as and when required by the Embassy of India, Washington DC and its Consulates General.
- xxii) Carry out any other related activities as instructed by the Embassy of India, Washington DC and its Consulates General.

xxiii) Have in place an adequate contingency plan, prior to operation of the agreement, to maintain an acceptable level of service if the operation of any/all Passport Application Centres is interrupted for any reason.

7. Facilities

The Service Provider shall be required to have the following facilities at each Passport Application Centre:

(a) Effective systems and processes to recruit and train staff who can explain clearly and accurately the passport and related services application process and the details of which documents must be submitted with the application.

(b) An IT system which will allow the entire Service Provider's passport service network access to any centrally based appointment system.

(c) The ability to computerise operations related to data capture and scanning of applications and photographs on behalf of the Embassy of India, Washington DC and its Consulates General.

(d) The ability to computerise operations related to the accounting of fee collection.

(e) The ability to computerise operations related to the tracking of passport movement from receipt to delivery.

(f) A security system for the control of access of applicants and safe custody of documentation collected, including information held on IT systems.

(g) An effective quality control system.

(h) The Service Provider will maintain records and statistics in the format required by the Embassy of India, Washington DC.

(i) The Service Provider will be allowed to charge service fee, equal to the Contract Price, from all individuals who make a passport and related services application. This fee will be collected by the Service provider from applicants at the time of receiving the application and passport and related services fees. Documents relating to collection of the service fee (receipt books etc.) will be properly maintained and made available for inspection by the designated officer of the Embassy of India, Washington DC and its Consulates General at New York, San Francisco, Chicago and Houston or any audit team.

(j) No additional sources of revenue through advertisements etc. will be generated without the consent of Embassy of India Washington.

(k) The service provider will ensure that turn around time for passport applicants applying for passport and related services will not be more than 30 minutes. Machine generated tickets should be given to passport applicants which will indicate date and time of entry and of exit from the collection centre.

(l) The Service provider can also introduce value-added services for the benefit of applicants for passport and related services and offer these services for a charge if there is no conflict of interest. Introduction of these value-added services is subject to the prior written approval of the Embassy of India, Washington DC and subject to the US laws.

(m) The Service provider shall not receive any payments from the Embassy of India, Washington DC for setting up these offices, nor for providing services for passport applicants. The Embassy of India, Washington DC and its Consulates General in the US shall entertain no claim for expenses or liability for loss of passports or documents. The Service provider shall indemnify the Embassy of India, Washington DC in the event of any claim made by any applicant and it shall be the Service provider's responsibility to compensate applicants if such losses occur.

(n) The Service Provider will establish and operate a website on behalf of the Embassy of India, Washington DC, which will contain all information relevant and useful to passport applicants. All information posted on the website will be agreed in advance with the Embassy of India, Washington DC.

(o) The Service Provider shall ensure complete confidentiality of the information provided by passport seekers and will further ensure that it is used for no purpose other than processing of passport. The service provider shall indemnify the Embassy of India, Washington DC in the event of any leakage of such information and a consequential claim made by a passport applicant/applicants.

(p) The Service Provider will ensure access of authorized officials from the Embassy of India, Washington DC and its Consulates General to its premises and documents.

(q) The Service Provider will effect and maintain adequate insurance to cover its obligations under the Agreement, including those obligations which survive the expiration or termination of the Agreement/Contract.

(r) The Service Provider will not represent itself and will ensure that its officials and sub-contractors do not represent themselves as an official or agency or organ of the Embassy of India, Washington DC and its Consulates General or of the Government of India.

(s) The Service Provider should be prepared to agree to pay such penalty as may be determined in terms of the Contract, for violating the term(s) and condition(s) of the Contract.

(t) The Service Provider will not assign in whole or in part its rights or obligations under this Agreement without the prior written approval of the Embassy of India, Washington DC. The Service Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require notation of the Agreement without first consulting the Embassy of India, Washington DC.

8. Service Standards

i. The Service Provider shall ensure a high level of service standard with regard to the facilities and amenities in the Passport Application Centre, efficient processing of cases so that waiting time is minimal and customer satisfaction is high.

ii. There will be a provision for review one year after commencement of full operations in terms of service standards and thereafter at the end of every subsequent year.

9. Guide to Bidders

i. It is also essential that other criteria such as organization profile, experience, method statement and standards are also met.

ii. The Embassy of India, Washington DC will take all reasonable steps to maintain the confidentiality of any of the bidders' information, which is clearly marked 'confidential'. However, the Embassy of India, Washington DC is subject to the Right to Information Act 2005 of Govt of India and it may be required to release information supplied in this RFP in accordance with that Act.

iii. The information in this RFP, or otherwise supplied by the Embassy of India, Washington DC or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the Embassy of India, Washington DC. In case of any damage either direct or indirect including any legal action filed by any individual, in respect of the RFP, the vendor shall be solely responsible and the Embassy of India, Washington DC will not be liable.

iv. The bidders shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the contact person at the Embassy of India, Washington DC. All material supplied to the Embassy of India, Washington DC in relation to the bidder's proposal becomes the property of the Embassy of India, Washington DC and may not be returned to the bidder, unless requested in writing beforehand or agreed to by the Embassy of India, Washington DC.

v. The bidders should note that in the event of Contract having been awarded, the Service Provider will not assign in whole or in part its rights or obligations without the prior approval of the Embassy of India, Washington DC.

vi. The Embassy of India, Washington DC will not be liable to contract and tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss or cost (including legal and lawyer/client costs) to the bidders or other persons in respect of this RFP.

vii. This RFP will be governed by the law currently in force in India. The concerned party/parties shall submit to the exclusive jurisdiction of the Indian courts any dispute or difference of any kind that may arise concerning this RFP or any related contract.

viii. In submitting a proposal to the Embassy of India, Washington DC, the bidder will be deemed to have understood this RFP, obtained all requisite information and verified the correctness of any information to be relied upon, as may be necessary to prepare the proposal and for any subsequent negotiations with the Embassy of India, Washington DC.

ix. In submitting a proposal to the Embassy of India, Washington DC, the bidder will be deemed to be fully informed and to have accepted the terms and conditions outlined in this request for proposals.

x. The cost of preparing and submitting the proposal shall be borne by the bidders.

xi. The Embassy of India, Washington DC shall arrange a pre-bid conference for bidders about the project under consideration, on **February 22, 2011** (which is 15 days before the last date of submission of bids).

xii. The Embassy of India, Washington DC reserves the right to accept or reject any, or all Proposal(s) and to annul the proposal process, at any time, thereby rejecting all proposals, prior to any Contract being awarded.

10. Response to the RFP

a. Contract Price

i. The Embassy of India, Washington DC will not pay for the services rendered by the Service Provider. The Service Provider will charge fee, as per the contract, per application, denominated in US Dollars. The fee per application should be quoted inclusive of any local taxes (and/or VAT) currently applicable in the US.

ii. The applicable law in respect of the RFP is Indian law and the contract is subject to Indian Courts' jurisdiction.

b. Organisation Profile:

Please provide an organization profile as also the following information:

i. Full Legal name;

ii. Complete address, including registered office of company;

iii. Contact person;

iv. Telephone, facsimile and email contact details;

v. Summary of locations and number of staff in the US and any other neighboring country(ies);

vi. Summary of services provided in the US and any other neighboring country(ies);

vii. Number of years that the organization has been providing passport (and related) outsourcing services;

viii. Company ownership, structure and location of ultimate Holding Company;

ix. Company Head office location, and branch office locations;

c. References

Provide information on work that has been undertaken for similar sized organizations. At least three referees are required. The bidders must provide the following information:

- i. The name, business and location of the organization;
- ii. The name and contact phone number of a referee at the organization;
- iii. Date on which the work was undertaken and the length of time involved;
- iv. Brief description of the products or services provided;
- v. Website address of any website currently operating for that service.

The referees may be advised that the Embassy of India, Washington DC or the Ministry of External Affairs, New Delhi might contact them, for any additional information required.

d. Method Statement

The purpose of the Method Statement is to enable the Embassy of India, Washington DC to evaluate bidder's understanding of the Embassy of India's requirements and the quality of bidder's proposals for meeting them. Bidder's method statement should describe clearly how he will provide each of the main requirements indicated in the Statement of Service Requirements. Explanation may be given under the following headings and order. Particular questions to be addressed in bidder's response are given below:

e. Professional Plan

- 1 Describe organisation's experience in the areas relating to this Proposal.
- 2 Describe capacity for flexibility in service provision - e.g. a sudden increase in demand
- 3 Describe proposals for monitoring and evaluating service usage
- 4 Describe proposals for innovative website design and online development
- 5 Describe proposals for managing risks and contingencies

f. Resource Plan

1. Give details of the resources expected to be used to service the Contract, including the number of staff expected to be employed for providing the service. Also include an organisational chart indicating responsibilities and reporting lines in respect of this proposal.
2. Indicate in each case whether the Staff is expected to be drawn from within service providers' organisation or to be newly recruited and where staff will not be employed full time on this Contract.
3. Explain plan for the training of Staff to be employed on the Contract.
4. Please give names and position held of Key Staff who will be responsible for the management of the contract.
5. Please provide curriculum vitae for each member of Key Staff.
6. The detailed sub-contract plan, if any.

g. Quality Plan

The Service Provider should give details as to how he will ensure that a high quality Service is maintained and that any performance targets mentioned in the Statement of Service Requirements will be met in respect of the following

1. the monitoring and reporting on the quality of the Services delivered including the performance checks that he will perform, their frequency and scope, and who will perform them.
2. the proposed contract management and supervisory systems.
3. the proposed customer liaison arrangements including procedures for dealing with complaints and problems.

h. Additional Information

The bidder should give any additional information that he thinks would be useful in support of his proposal, including any additional facilities not included in the Statement of Service Requirements that will make the Service more customer-friendly.

11. Submission Requirements:

I. The bidders should submit “two envelope” bids – technical and financial – separately. The technical bid should contain all the information sought as per the preceding paragraphs of this RFP. In order to qualify technically, a bidder must fulfill all the following requirements:-

(a) A confirmation to comply fully and without any reserve with the scope of work and deliverables included in this RFP.

(b) The bidder must have experience of operating a Centre for Passport Services on behalf of a Diplomatic Mission or Missions for at least one year; dealing with at least 100 applications per day on an annual-average basis, with electronic data entry.

(c) The bidder must confirm his willingness to provide facilities of good industry practice standards of passport applicants.

II. In the first stage only the technical bids will be opened and examined as per the above criteria and only the bidders fulfilling all of the three criteria mentioned at (a), (b) and (c) above will be selected for opening the financial bids. Any remaining bids will not be processed further. Financial bids of companies which qualify on the basis of technical evaluation, will be opened in the next stage and the Contract Price shall be the criterion for selecting the successful Service Provider.

- i. The proposal should be addressed by name to “Head of Chancery, Embassy of India, Washington DC” and sent so as to reach before **3pm on March 08, 2011**. RFP must be submitted in a secure package containing :
 - a. A signed original
 - b. Four copies of the original proposal.
 - c. A CD copy of the proposal in Microsoft Word

- ii. Faxed or e-mailed proposals will not be accepted. The closed envelopes should be superscribed 'Passport Outsourcing'.
- iii. The proposal must contain the information required by the RFP, as sought in Para 10 above, along with the RFP Form duly completed and signed by the authorized representative of the bidder.
- iv. The original must be signed by an authorized representative of the bidder. This copy is deemed to be the master copy.
- v. The proposal must be received by **1500 hours on March 08, 2011**. The technical bids will be opened in the presence of the bidders or their authorised representative (limited to one person only) at the Embassy of India, Washington DC) at **1600 hours on March 09, 2011**. After evaluation of the technical bids, the financial bids in respect of the short-listed companies will be opened on **March 17, 2011**.
- vi. The receipt of the proposal will be duly acknowledged as and when received.
- vii. The Embassy of India, Washington DC may accept or reject any proposals submitted late.
- viii. The name, title, address, phone and fax numbers and e-mail address of the bidder in respect of this RFP must be provided to the Embassy of India, Washington DC in the proposal.
- ix. The Embassy of India, Washington DC reserves the right to negotiate without restriction with bidders after the close of proposals on any matter contained in the proposal, without disclosing this to any other person.
- x. The bidder's proposal will constitute an offer to develop a contract based on the terms and conditions stated in this RFP. The proposal may form part of the final contractual documentation, if the bidder is invited by the Embassy of India, Washington DC to enter into a contract. The contract will also include provisions for the Service Provider to adhere to all local laws applicable to the operation of the outsourcing centre, including on employment of staff, banking operations, environment, safety, insurance, privacy and payment of local taxes etc.. Matters regarding dispute resolution between the Service Provider and the Embassy of India, Washington DC will be under the jurisdiction of Indian Courts. The contract will also include provisions of *Force Majeure*, termination of contract, consequences of termination and re-tendering after termination of contract.

III. RFP Form to be sent to :

Mr.P.Kumaran,
Head of Chancery,
Embassy of India,
2107, Massachusetts Avenue, NW,
Washington DC-20008

The bidder's response is submitted with this RFP Form and it is confirmed that he has read, understood and complied with all the conditions as indicated in the RFP document.

It is acknowledged that the proposal remains open for three months following the Closing Date of the RFP.

Bidder _____

Date _____

Signature(s) _____

In the capacity of _____

Witness(es): _____

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