

## **REQUEST FOR PROPOSAL**

### **1. Introduction**

The objective of this Request For Proposal (RFP) is to select a reliable and experienced outsourcing agency (hereinafter called as the “Service Provider”) to contract with the Embassy of India, Tehran to provide Visa services for the Embassy of India in Tehran (hereinafter called as the “Embassy”).

It is estimated that in the financial year 2010-11, the Embassy will receive approximately around 35,000- 38,000 visa applications. This is, however, only an estimate and the Embassy do not guarantee this number. The applications are received from applicants in person and through travel agencies. The Embassy is looking for an outsourcing agency to collect and collate these applications on its behalf, deliver them to the Embassy, and subsequently return the passports with visas to the applicants in an expeditious manner.

In the financial year 2009-10, the Embassy rendered more than 32,000 Visa services. The services are estimated to grow at a rate of around 10-20 percent this year.

### **2. Request for Proposal:**

Bidders are invited to submit a priced proposal for the delivery of visa support services in accordance with this RFP. The proposal would be valid for a period of three months after the RFP closing date. The Contract, if signed, as a result of submitting proposal will be for a period of three years with review of operations after every year. The Service Provider will be required to start operations within three months of signing the Contract.

Operations can start only after the Embassy 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 with a reference number may be considered as properly authorized expressions on the Embassy's behalf;
- iii. The Embassy shall provide a copy of all questions and answers provided during the tendering process to all bidders. The source of questions will not be divulged;
- iv. Questions from bidders will be accepted until 15<sup>th</sup> September 2010, i.e. 15 days before the RFP closing date, which is 30<sup>th</sup> September 2010.

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**

- |                                      |   |               |
|--------------------------------------|---|---------------|
| Closure of bidders questions         | - | Sept 15, 2010 |
| Pre-bid conference (If required)     | - | Sept 22, 2010 |
| Deadline for Submission of Proposals | - | Sept 30, 2010 |

**5. Statement of Service Requirements**

The Service Provider shall establish Visa Application Center adhering to good industry practice standards in Iran following a timetable of openings

agreed with the Embassy. The Embassy will enter into full consultation and planning with the Service Provider in such cases.

## **6. Scope of Work and Deliverables Required**

- a. The Service Provider shall ensure that Visa Application Center is situated within 3 km of the Embassy premises easily accessible to members of the public. The Center shall have sufficient space in terms of waiting area, application counters and processing area. The Embassy may indicate some standards such as seating arrangements, number of counters, provision of drinking water, newspapers, TV, lighting, heating and cooling arrangements etc. Each Center will have appropriate facilities and conveniences for the applicants while endeavoring to minimize waiting time. The Centers shall be open from 0800 to 1200 hrs and 1400 to 1700 hrs on all days, excluding weekends (Friday and Saturday) and public holidays confirming to those observed by the Embassy. The timing and days of opening of Centers may be altered subject to the advice or approval of the Embassy.
  
- 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 Embassy:
  - i) Distribution of Visa Application Forms free of charge. The Service Provider shall arrange to print all Application Forms at his own cost in the format prescribed by the Embassy from time to time. The application should also be on the website of the service provider for free download.
  - ii) Assist applicants in completion of forms and provide factual information on the various categories of visa available and the application process.
  - iii) Accept visa applications, including those received through travel agencies, together with applicant's passport, prescribed visa fee, Service Provider's service fee (equal to the Contract Price) and

supporting documents from applicants and agents, if any, approved by the Embassy. Accept additional documents requested by the Embassy from existing applicants. Fees would only be accepted in local currency.

- iv) Accept such fees and pay the fees due to the Embassy i.e. fees excluding the Service Provider's service fee, in Embassy'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 Embassy and Service Provider. The Service Provider shall provide a Guarantee from a Government owned bank **(fixed at 150% of monthly average visa fee collection over the preceding 12 months) for the government funds held by it temporarily and for the safety of documents.**
- v) The Embassy will not pay for the services rendered by the Service Provider. The Service Provider will charge fee, per visa application, denominated in Iranian Rials. The fee per visa application should be quoted inclusive of any local taxes and VAT currently applicable in Iran. This fee will remain fixed during the term of Contract and can be revised upwards during this period, rounded off to the next higher denomination, only if there is cumulative rise in the local cost of living as per UN CPI, rate of local taxes and /or VAT by more than 25%.
- vi) Provide a bar-coded receipt to each applicant showing the service fee paid to the Service Provider, the visa fee or any other fee, the category of visa 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 visa applications in a format prescribed by the Embassy and transfer this data physically to the Embassy twice each working day (the timings and manner of which will be determined by the Embassy).

- viii) On receipt of applications, scrutinize the various documents and forms to ensure they are properly completed and ensure that each visa application form has clear audit information on it to allow easy identification of the fee paid, type of visa required and date of payment. Application documents along with passports to be forwarded to the Embassy securely and in a timely manner twice each working day (the timings and manner of which will be determined by the Embassy).
- ix) Collect from the Embassy both processed visas and passports, twice each working day.
- x) Return passports and visas to successful applicants in a timely and orderly fashion and provide those, who are required to go to the Embassy for the interview, with the date & time of interview in consultation with the Embassy.
- 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). Handing / Taking over of applications and passports will take place at the premises of the Embassy;
- xii) Publish and distribute an official leaflet explaining clearly how to apply for an Indian visa, 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.
- xiv) Maintain proper accounts of all the visa 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 two working days of receipt.
- xxi) Issue news releases as and when required by the Embassy. No news releases to be issued without written approval by the Embassy.
- xxii) Carry out any other related activities as instructed by the Embassy.
- 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 Visa Application Centers is interrupted for any reason.
- xxiv) The Embassy reserves the right to receive and process tourist visas directly from applications as and when necessary.
- xxv) The Embassy would continue to process visa application forms in respect of Diplomatic and Official passport holders, of both IRI officials and those from foreign Missions in Iran. Service Provider shall advise applicants holding Diplomatic and Official passports to directly approach the Embassy for processing of their visas.

## **7. Facilities**

The Service Provider shall be required to have the following facilities at Visa Services Application Center:

- (a) Effective systems and processes to recruit and train staff who can explain clearly and accurately the visa services and the details of documents to be submitted along with the application.

- (b) An IT system which will allow the entire Service Provider's visa service network access to any centrally based appointment system.
- (c) The ability to computerize operations related to data capture and scanning of applications and photographs on behalf of the Embassy.
- (d) The ability to computerize operations related to the accounting of fee collection.
- (e) The ability to computerize 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.
- (i) The Service Provider will be allowed to charge service fee, equal to the Contract Price, from all individuals who make a visa application. This fee will be collected by the Service Provider from applicants at the time of receiving the application and visa fees prescribed by the Embassy for the service. 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 or any audit team).
- (j) The Service Provider may secure additional sources of revenue through advertising subject to the agreement of the Embassy and subject to the terms and conditions of Islamic Republic of Iran (IRI) laws if there is no conflict of interest. The decision of the Embassy will be final in this case.
- (k) The Service Provider will ensure that turnaround time for visa applicants applying for visa services will not be more than 30 minutes.

Machine generated tickets should be given to the visa applicants, which will indicate date and time of entry and of exit from the collection center.

- (l) The Service Provider can also introduce value-added services for the benefit of visa applicants and offer these services for a charge if there is no conflict of interest. Introduction and rates to be charged for these value-added services is subject to the prior written approval of the Embassy and subject to the terms of IRI laws.
- (m) The Service Provider shall not receive any payments from the Embassy for setting up these offices, nor for providing services for applicants. The Embassy shall entertain no claim for expenses or liability for loss of passports or documents. The Service Provider shall indemnify the Embassy 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 which will contain all information relevant and useful to applicants for visa. All information posted on the website will be agreed in advance with the Embassy.
- (o) The Service Provider shall ensure complete confidentiality of the information provided by applicants and will further ensure that it is used for no purpose other than processing of visa services. The Service Provider shall indemnify the Embassy in the event of any leakage of such information and a consequential claim made by visa applicant/applicants.
- (p) The Service Provider will ensure access of authorized officials from the Embassy 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 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. 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.

## **8. Service Standards**

- i. The Service Provider shall ensure a high level of service standard with regard to the facilities and amenities in the Visa Services Application Center, efficient processing of cases such that waiting time is minimal and customer satisfaction is high.
- ii. There will be a provision for review one year after commencement of 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 met.
- ii. The Embassy will take all reasonable steps to maintain the confidentiality of any of the bidders' information, which is clearly marked

'confidential'. However, the Embassy is subject to the Right to Information Act 2005 of the Government 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 or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the Embassy. 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 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 Embassy's contact person. All material supplied to the Embassy in relation to the bidder's proposal becomes Embassy's property and may not be returned to the bidder, unless requested in writing beforehand or agreed to by the Embassy.
- 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.
- vi. The Embassy 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, 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.

- ix. In submitting a proposal to the Embassy, the bidder will be deemed to be fully informed and to have accepted the terms and conditions outlined in this request for proposal.
- x. The cost of preparing and submitting the proposal shall be borne by the bidders.
- xi. The Embassy may upon the request of the bidders arrange a pre-bid conference for bidders about the project under consideration; about seven days prior to the last date for submission of bids.
- xii. The Embassy reserves the right to accept or reject any or all Proposals and/or to annul the proposal process, at any time, thereby rejecting all proposals, prior to any Contract being awarded without assigning any reason thereof.

## **10. Response to the RFP**

### **a. Contract Price**

- i. The Embassy will not pay for the services rendered by the Service Provider. The Service Provider will charge fee, per application for services for visa, denominated in Iranian Rials. The fee per application should be quoted inclusive of any local taxes and VAT, if any, currently applicable in Iran.
- ii. The applicable law in respect of the RFP is Indian law and the contract is subject to Indian Courts' jurisdiction.

### **b. Organization 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 Iran and any other neighboring countries;
- vi. Summary of services provided in Iran and other countries, if any;
- vii. Number of years that the organization has been providing visa/passport outsourcing services;
- viii. Company ownership, structure and location of ultimate Holding Company;
- ix. Company Head office location, and branch office locations;
- x. Bankers of the company;
- xi. Registration detail with the Department of Companies, Ministry of Commerce & Industry, Government of Islamic Republic of Iran;

**c. References**

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

- i. The name, business and location of the organization that outsourced its services;
- 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.
- vi. Please advise the referees that the Embassy or the Ministry of External Affairs, New Delhi may contact them.

**d. Method Statement**

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

**e. Professional Plan**

1. Describe organization'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 web-site design and online development
5. Describe proposals for managing risks and contingencies

**f. Resource Plan**

1. Provide details of the resources expected to be used to service the Contract, including the number of staff expected to be employed for providing the service. Also include an organizational chart indicating responsibilities and reporting lines in respect of this proposal.
2. Indicate in each case whether the Staff is expected to be drawn from within Service Provider's organization or to be newly recruited.
3. Provide details of full time as well as part time deployment of staff. The Service Provider would ensure deployment of sufficient number of trained staff to the satisfaction of the Embassy.

4. Explain plan for the training of Staff to be employed on the Contract.
5. Please give names and position held of Key Staff who will be responsible for the management of the contract.
6. Please provide curriculum vitae for each member of Key Staff.
7. The detailed sub-contract plan, if any.

**g. Quality Plan**

The Service Provider should give details as to how the Service Provider 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 Service Provider will perform, their frequency and scope, and who will perform them.
2. Details of Service Provider's 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 provide 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.

**i. 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 should have experience of operating a Center for Visa Services on behalf of a Diplomatic Mission for at least one year; dealing with preferably 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 visa 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 qualifying 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 to “The Head of Chancery, Embassy of India, Tehran, No 22, Corner of 9<sup>th</sup> Street, Mir Emad, Dr. Beheshti Avenue, Tehran and sent so as to reach by September 30, 2010. RFP must be submitted in a secure package containing
  - A signed original
  - Four copies of the original proposal.
  - A CD copy of the proposal in Microsoft Word
- ii. Faxed or emailed proposals will not be accepted. The envelopes should be super scribed “Visa/Passport Services 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 15.00 local time on September 30, 2010.
- vi. The receipt of the proposal will be duly acknowledged as and when received.
- vii. The Embassy will reject any proposal submitted late for consideration.
- viii. The name, title, address, phone and fax numbers and email address of the bidder in respect of this RFP must be provided to the Embassy in the proposal.
- ix. The Embassy 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 to enter into a contract. The contract will also include provisions for the Service Provider to adhere to all IRI laws applicable to the operation of the outsourcing center, 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 will be under the jurisdiction of Indian Courts. The contract will also include provisions of *Force Majure*, termination of

contract, consequences of termination and re-tendering after termination of contract.

**III. RFP Form to be sent to:**

Mr. S. Goldar, Head of Chancery, The Embassy of India,

No. 22, Corner of 9<sup>th</sup> street, Mir Emad, Dr. Beheshti Avenue, Tehran.

**Proposal for "Visa Services Outsourcing"**

The bidders' response is submitted with this RFP Form and it is confirmed that the bidder 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 from the Closing Date of the RFP.

Bidder \_\_\_\_\_

Date \_\_\_\_\_

Signature(s) \_\_\_\_\_

In the capacity of \_\_\_\_\_

Witness(es): \_\_\_\_\_