

**CPV Division
Ministry of External Affairs
Government of India**

No.Q/OI/433/01/2016

13 June, 2018

**E-TENDER FOR PROVIDING
Attestation/Apostille support services, 2018
for the
CPV DIVISION.
MINISTRY OF EXTERNAL AFFAIRS. NEW DELHI**

SECTION-1

(NOTICE INVITING E-TENDER)

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E-TENDER FOR PROVIDING ATTESTATION/APOSTILLE SUPPORT SERVICES. 2018 FOR THE CPV DIVISION, MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI

On behalf of the President of India, CPV Division, Ministry of External Affairs invites online bids for providing **Attestation/Apostille support services in following 15 cities : New Delhi, Hyderabad, Guwahati, Kolkata, Chennai, Mumbai, Ahmedabad, Bangalore, Bhopal, Chandigarh, Goa, Kochi, Lucknow, Raipur & Thiruvananthapuram** from eligible companies as per details given in the tender document.

Important Dates

Date of publishing	13.06.2018
Bid Document Download Start Date	13.06.2018
Clarification Start Date	13.06.2018
Clarification End Date	22.06.2018
Pre-bid meeting *	03.07.2018 at 1030 Hrs
Bid Submission Start Date (online)	13.06.2018
Bid Submission End Date (online)	17.07.2018
Date of Technical Bid Opening (online)	18.07.2018
EMD to be submitted in the form of Demand Draft in favour of " Pay & Accounts Officer, Ministry of External Affairs, New Delhi"	13.06.2018 to 17.07.2018

* Pre Bid meeting would be held at Ministry of External Affairs, Conference Room (01) Ground Floor, PMU, Patiala House Annexe, Tilak Marg, New Delhi – 110001

2. **Manual bids shall not be accepted.** The bid shall be submitted online only at **Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>**

3. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Ministry in this regard shall be final and binding.


(Kaiser Alam)
Director (CPV)
E-mail: dircpv@mea.gov.in

SECTION-2

(Request For Proposal)

I. INTRODUCTION

The objective of this tender is to select qualified and experienced companies to act as Service Providers(hereinafter referred to as 'the Service Providers) to enter into a contract with the CPV Division, Ministry of External Affairs (hereinafter referred to as 'the Ministry') to provide document 'Attestation and Apostille Support Services' in accordance with the 'Scope of work and deliverables' specified in section VII of this document.

II. REQUEST FOR PROPOSAL(RFP)

i) Currently, approximately 6000 attestation/Apostille services are rendered daily to the public, at various locations in India. Bidding companies are requested to submit detailed technical and financial bids (including all taxes) for the delivery of 'Attestation and Apostille Support Services' in accordance with this RFP. The proposal should be valid for a period of six months after the RFP closing date indicated. The award of contract will be as per provisions indicated in the succeeding paragraphs on L1 basis of financial bids in the two-tier tender process consisting of technical and financial bids (Please also refer to section IV under AWARD OF CONTRACT TO MORE THAN ONE COMPANY).

ii) The bidding company should make a provision for establishing centres in New Delhi, Hyderabad, Guwahati, Kolkata, Chennai, Mumbai, Ahmedabad, Bangalore, Bhopal, Chandigarh, Goa, Kochi, Lucknow, Raipur & Thiruvananthapuram in the first phase at safe locations easily accessible to the general public by public transport. The Ministry of External Affairs reserves the right to extend these facilities to other cities/locations in response to public demand for these services.

iii) The selected companies should sign the contract and commence operations as per schedule specified in Section V under TIMELINES. The contract signed will be valid for a period of two years and shall automatically expire after two years from the commencement of contract unless extended further by mutual consent of the contracting company and the Ministry. The contract may be extended, on same terms and conditions for a further period of one year at a time.

iv) The Ministry reserves the right to terminate the contract at any time by giving three months advance notice. The Service Provider may terminate the contract by giving three months advance notice with justification for termination of services. Ministry reserves the right to impose a financial penalty as prescribed under 'Penalties' in para XII, in case Service Provider terminates the contract without providing three months advance notice. The notice of termination will be effective from the date of notice or the date of receipt by the party concerned or the date mentioned in the Notice, whichever is later. The Ministry also reserves the right to terminate the contract by giving shorter notice due to security and data privacy related issues.

III. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

i) The Bidding Company must have experience of providing front office activities in the nature of services or similar services outlined in the scope of work of this tender document, continuously for two years each for at least two organizations during the past three years.

ii) Bidding company must have minimum annual turn over of Rs.5 crore during the past three years.

iii) The bidding company must provide supporting documentary evidence for the current and past experience claimed, by providing necessary certificates/references from the concerned organization. The bidding company should not have any links with touts, anti-India elements, human trafficking and drugs mafia and will be required to give an undertaking in this regard.

iv) The bidding company must submit annual reports, audited balance sheets and income statements for last three years to demonstrate its annual turnover, its current financial standing, and its ability to successfully undertake the project. The bidding companies have to produce the registration certificate, PAN no., GSTIN & Police clearance certificate.

v) Internal security verifications will be undertaken and only companies cleared from the security angle will be able to participate in the tender. The Bidding Companies are requested to fill up the Organisation Profile appended at Annexure A and send it to the Ministry without waiting to complete the tender documents. The details could also be sent electronically to the CPV Division, Ministry of External Affairs for pre-verification purposes.

vi) 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.

vii) The Bidding Company must submit a Bid Security/Earnest Money Deposit (EMD) of Rs. 5 lakh in form of Demand Draft favouring "Pay and Accounts Officer, Ministry of External Affairs, New Delhi" payable at New Delhi in original, in a sealed envelop superscribed "Bid Security/EMD for tender for Attestation/Apostille support services, 2018", on or before the closing date/Bid Submission End date/time to the Director(CPV), MEA, New Delhi. The Bid Security/EMD should be valid for a period of 45 days beyond the date of award of contract. Bids received without proper Bid Security/EMD would be summarily rejected. The Bid Security/EMD of a tenderer would be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of this tender. The Bid Security/EMD is refundable not later than 30 days after award of contract, except in the case of the selected Bidding Companies whose Bid Security shall be retained till they have provided Bank Guarantees as indicated under para VIII of this document on Bank Guarantees. However, if the return of Bid Security/EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.

viii) The Bidding company and its sister concerns/subsidiaries are not allowed to bid separately for the same tender. A declaration/certificate to this effect should be given by the bidding company as enclosed at **Annexure – A**.

ix) Consortium/Joint Ventures are not allowed to participate in the bidding process.

IV. AWARD OF CONTRACT TO MORE THAN ONE COMPANY

i) Ministry has the right to award the Contract to a maximum of Six Service Providers(i.e. L1, L2, L3, L4, L5 & L6 declared on the basis of financial bid results) at L1 price. All the Service Providers, who has been awarded the contract, has to establish centres in all 15 cities. In case of a disagreement in this regard, the Ministry reserves the right to award the contract to the next higher bidder (at L1 price only) starting with L7 and so on.

ii) If a company that takes part in the tender process on the basis of a more than one service provider model, refuses to sign the contract after being intimated of the L1 price, the Bid Security/EMD of that company will be forfeited. Further, during the course of the contract period, if any Service Provider withdraws from the operation without giving three months' notice, the service provider will forfeit the bank guarantee for premature termination of contract. The Ministry, however, reserves the right to make alternative arrangements by distributing the work to other Service Providers as per its discretion.

iii) In case any of the selected Service Provider fails to complete the necessary formalities to start the

outsourcing operations within the time frame specified by the Ministry, they will be disqualified and the Bid Security/EMD will be forfeited.

V. TIMELINES / SCHEDULE FOR THE RFP PROCESS

S.No.	Date	Tender progress	Time line
1.	Day 1	Publication of RFP on the website and on the e-procurement portal	D - 77
2.	Day 8	Last date for receiving questions from prospective bidders	D - 69
3	Day 15	Pre bid conference, questions and answers session	D - 62
4	Day 22	Publishing amendments to the RFP(if any)	D - 55
5	Day 30	Closure of RFP	D - 47
6	Day 31	Opening of technical bids	D - 48
7	Day 45	Outcome of Evaluation of technical bids	D - 32
8	Day 52	Opening of financial bids	D - 25
9	Day 60	Discussion on selection of accommodation for centres	D - 17
10	Day 65	Finalization of accommodation for centres including installation of hardware, furniture, signage & staff etc	D - 12
11	Day 68	Announcement of award of contract	D - 9
12	Day 74	Signing of contract	D - 3
13	Day 77	Commencement of operations	D Day

The Time line is only indicative and can be modified by the Ministry as per the Administrative requirement.

VI. THE SERVICE FEE, SCANNING FEE & THE GOVERNMENT FEE

i) Service Fee: The Service Providers would charge this fee from the applicants for providing Attestation and Apostille support services and it would be same for all types of documents whether educational, personal or commercial. The rates of Service Fee for each document requiring Attestation/Apostille (inclusive of all taxes) should be quoted in Financial Bid and submitted online on CPP portal in prescribed proforma (BOQ file). Bids that do not conform to this rule will be rejected. The Service Fee will remain fixed during the validity / extension of the contract. If a document consisting multiple pages requires Attestation/Apostille on each page/on few specified pages (as in case of most of the commercial documents), the Service Fee would be charged only once i.e. single Service Fee for a complete document(irrespective of number of pages requiring attestation/Apostille in that document) requiring either attestation or Apostille or both.

ii) Scanning Fee : The Service Providers would charge this fee from the applicants for scanning & uploading each page of documents requiring Attestation/Apostille(irrespective of the type of document and size of pages to be scanned). The prescribed resolution for scanning should be A4, 200 dpi, Grayscale. The Scanning Fee for each page (inclusive of all taxes) should be quoted in Financial Bid and submitted online on CPP portal in prescribed proforma (BOQ file). Bids that do not conform to this rule will be rejected. The Scanning Fee will remain fixed during the validity / extension of the contract.

iii) Government Fee : No Attestation/Apostille Fee would be charged for Attestation/Apostille of

documents by the Ministry. The Ministry would only charge Rs. 50 towards the cost of each Apostille Sticker affixed on documents/pages requiring Apostille. The total cost of all Apostille Stickers affixed (calculated @ Rs.50/- for each sticker) on all documents requiring Apostille is to be paid online to the Ministry of External Affairs by the applicants through Non-Tax Receipt Portal (NTRP) only. NO OTHER MODE OF PAYMENT OF GOVERNMENT FEE WOULD BE ACCEPTABLE. The Government Fee can be changed as per the directions of the Ministry.

Note I : The Service Fee & the Scanning Fee would be paid by the applicant directly to the Service Providers. The Government Fee would be paid online by the applicant directly to the Ministry, using Non Tax Receipt Portal (NTRP) ONLY.

Note II : Pre-authentication of documents by the Document Issuing Authorities (DIAs) such as State Governments/Universities/Boards, Chamber of Commerce etc. - It shall be the responsibility of applicants to get their documents pre-authenticated from respective DIAs. The Service Providers would accept only those documents for attestation/Apostille which are duly pre-authenticated by respective DIAs. The Service Providers and the Ministry have no role in pre-authentication of documents from DIAs and NO FEE/CHARGES to be paid by the applicants to the Service Providers/Ministry for the same.

VII. SCOPE OF WORK AND DELIVERABLES REQUIRED

The scope of work and deliverables required are broadly as follows:

- i) Collect document(s) from the applicant or from person authorised by the applicants for attestation / Apostille by the Ministry. The documents received by Post/courier shall be taken into the system as soon as received.
- ii) Scrutiny with regard to the genuineness of the collected documents and their pre-authentication by the designated authorities. A random sample check will be undertaken, by writing to the primary Document Issuing Authorities.
- iii) Collect, from the applicant, NTRP generated challan number / reference number / transaction receipt of the online payment made of the Government Fee (if already made) by the applicant, using the Non Tax Receipt Portal (NTRP). The Service Provider should guide and assist the applicants in calculating the total amount due towards the Service Fee, the Scanning Fee and the Government Fee (as described in Section VI of this document) and making on-line payment of Government Fee using NTRP portal ONLY (if payment not already made by the applicant).
- iv) Enter/feed data on the attestation/Apostille portal, as per the prescribed format.
- v) Scan and upload scanned copy of the documents requiring attestation/Apostille, to the attestation/Apostille portal, as per the prescribed resolution (A4, 200 dpi, Grayscale).
- vi) Scan and upload scanned copy of the applicant's passport's (first & last pages only) to the attestation/Apostille portal, as per the prescribed resolution (A4, 200 dpi, Grayscale).
- vii) Generate & provide each applicant a bar coded receipt in the agreed format. This will also be attached to the documents sent to the Ministry for Attestation/Apostille. The receipt should have following details, inter alia:

- Name of the applicant

- NTRP reference number regarding Government fee paid.
- Date and time of payment of Government fee.
- Amount of Government fee deposited
- Service Fee deposited
- Scanning Fee deposited
- Total number of Attestation required, along with details about total number of documents and number of pages in each document requiring Attestation.
- Total number of Apostille required, along with details about total number of documents and number of pages in each document requiring Apostille.
- Total number of documents, along with total number of pages scanned & uploaded on the portal.

viii) Deliver documents to the Ministry for Attestation/Apostille, with the manifest of applications containing details of Government fee deposited using NTRP portal (listed at (vii) above) once a day on all working days (the submission time will be from 09.00 to 10.00 AM unless otherwise determined by the Ministry). Handing/Taking over of the documents will take place at the premises of the Ministry.

ix) Collect the serviced documents from the Ministry between 4.00 – 5.00 PM, unless otherwise specified by the Ministry, on all working days, and despatch/hand over documents to respective applicants/to the person authorised by applicants, in person or in a secured manner by verifiable registered post / courier.

x) The Service Providers should have an efficient and courteous telephonic enquiry system. The telephonic enquiries should be attended from 9AM to 5.30 PM on all working days. An automatic answering machine should be functional, with necessary information, after office hours and on holidays.

xi) The Ministry has detailed the information about Attestation/Apostille services on its website www.mea.gov.in. A link will be provided to the website/web-page of the selected outsourcing agencies/Service Providers.

xii) The Service Provider should maintain a **separate and exclusive website/web-page** for dissemination of relevant information for Attestation/Apostille support services for the Ministry, in line with the policy of the Ministry. The website/web-page should indicate details of only those services which are approved by the Ministry. It should also contain details of the Government Fee (known as GOI fees), the Service Fee & the Scanning Fee as approved by the Ministry for Attestation/Apostille support services, 2018. Contents of the website/web-page will be standardized by the Ministry & should not contain any other information/advertisement/services which is not related to the services approved by the Ministry under this contract. Violation of these terms will be punishable with penalties as prescribed under Section XII on PENALTIES of this document.

xiii) The Attestation/Apostille centres should prominently display the details of services offered along with the fee schedule as approved by the Ministry. The centre should also prominently display a copy of the Service Level Agreement(SLA) signed, for ready reference of the applicants. A copy of SLA should also be placed on the Service Provider's website/webpage.

xiv) To carry out these activities on behalf of the Ministry, it is desired that the companies establish collection centres at safe and prominent locations easily accessible to the general public by public transport. The centres shall be open for public on all working days from 0900 hrs to 1730 hrs , except Sundays and Government holidays. The Service Providers are expected to provide courteous and efficient service at all times. The Ministry reserves the right to monitor the quality of service provided and impose necessary corrective measures on the Service Providers in terms of their contractual obligations, where necessary, by imposing penalties under Section XII on PENALTIES or by terminating the contract in the event of persistent violations. The premises used as centre by the Service Providers shall not be used for promoting any other business activities except those concerning the outsourcing of attestation/Apostille services approved by the Ministry under this contract.

xv) The Service Provider should operate an efficient and prompt e-mail system where response is provided within 24 hours, except on weekends where a 48 hour time line would apply.

xvi) No handwritten receipt or miscellaneous receipt should be issued by the Service Provider.

xvii) Service Providers shall generate proper records of every application received, cross-references to individual fees taken on databases and systems, and in accordance with practices prescribed by the Ministry. These records shall be provided to the Government of India Auditors whenever required.

xviii) Ensure a reliable quality control system that maintains continuous monitoring and ensuring of service standards. The quality certifications mentioned under section III on ELEGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER should be upgraded to the latest version as and when available.

VIII. BANK GUARANTEES

The following irrevocable Bank guarantees should be provided by the Service provider in prescribed format(Annexure D):

i) The Service Providers shall provide a Bank Guarantee for premature termination of contract for an amount equal to Service Fee approved x 90 (days of advance notice) x 6000 (average number of applications received per day), rounded off to nearest thousand. (As the contract is to be signed with more than one Service Provider(as per Section IV of the RFP), each Service Provider has to furnish a Bank Guarantee equal to the above calculated amount, divided by the total number of Service Providers with whom the contract would be signed.)

ii) Each Service Providers shall provide a Performance Bank Guarantee equal to 10% of the amount of above said Bank Guarantee (for premature termination of contract) for penalties due as explained under section XII on 'PENALTIES' and in accordance with the SLA/contract. Ministry can invoke this Performance Bank guarantee depending on the extent and the severity of the violation of the terms of the Agreement.

iii) The Bank Guarantees shall be irrevocable and must be submitted at the time of signing of the contract. The Bank Guarantees shall be valid up to a period of sixty days after the expiry of the contract.

iv) The amount of Bank Guarantees shall be as per the provisions of this RFP document. Any reduction in the Bank Guarantee due to invocation of any Bank guarantee(s) shall be recouped within two weeks. Additional penalties will be applicable for any default on this account as per SLA/Section XII on PENALTIES.

IX. OPERATIONAL SYSTEMS, INFRASTRUCTURE & OTHER TERMS & CONDITIONS

The Service Provider shall ensure the following for each centre:

- i) Sufficient space in terms of waiting area, adequate number of counters having high speed internet connected computers (minimum 5 in metro cities and minimum 3 in other cities) and processing area.
- ii) Arrangements for lights, ventilation/air conditioning and amenities including free drinking water and toilets etc.
- iii) Electronic display system indicating the status of applicant's token number, for queue management.
- iv) All the parameters and standards of facilities in the centre will be as per the offer made by the Bidding Company in the Technical Bid and as per modifications, if any, suggested by the Ministry , if awarded the contract.
- v) Details of personnel to be deployed in the centres along with copies of police verifications report in respect of each personnel for approval of the Ministry.
- vi) The Service provider will be fully responsible for the performance of the services and for all documents received, including their safe custody from the point of submission & collection and while it is in transit back to the applicant or their authorized representative/agent till delivery. The Ministry shall not entertain any claim for expenses on account of loss or any other claim directly or indirectly attributed to or caused by such loss, provided that such loss occurs while the said documents are in the care and custody of the Service provider.
- vii) The service provider shall indemnify the Ministry to the full extent including any legal costs incurred in the event of any claim made by an applicant for loss caused or for any suit for damage arising or due to loss of confidentiality or personal details of the applicant while the said documents are in the care and custody of the service provider.
- viii) The Service Provider will develop and operate a website/webpage containing all relevant information, as given under Section VII para no (xii) of this document.
- ix) The Service Provider's activities will be covered under section 72A of the Information Technology Act of India which provides for imprisonment for a period up to 3 years and/or a fine up to Rs. 5,00,000 for a person who causes wrongful loss or wrongful gain by disclosing personal information of another person while providing services under the terms of lawful contract.
- x) The Service Provider will ensure access of authorized officials from the Ministry to its premises and documents.
- xi) The Service Provider/any of its staff will not represent himself/herself as an official or agency or organ of the Ministry or of the Government of India. Any violation in this regard will result in imposition of penalties against the Service Provider as per the Service level agreement or even termination of services.
- xii) The Service Provider should pay such penalty as may be determined in terms of the contract, for violating the term(s) and condition(s) of the contract. The details of such penalties are included in the Service Level Agreement. The mode of payment of such penalties would be intimated by the Ministry as and when required
- xiii) The Service Provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other company without the prior written consent of the Ministry. Any violation in this regard can result in imposition of penalties, termination of the contract and a ban

on participation in future bids. However peripheral services such as maintenance of the building, security, utilities etc. which are normally required to run an office may be outsourced.

xiv) The Service Provider should install a complaint/suggestion box in the centre which will be operated only by the officials of Ministry. The Service Provider should also have a separate section titled 'Suggestions and Complaints' in its website/webpage to receive suggestions and complaints from the applicants, which must be available for viewing by the public. The email address of the grievance officer in Consular Passport and Visa Division should also be prominently displayed. The Service Provider should respond to complaints and clarify the situation, within the agreed time frame, where ever such complaints are forwarded by the Ministry. Decision taken by the Competent Authority of the Ministry shall be final in all these complaints/suggestions.

xv) The Ministry will be free to set up any other arrangement to reliably receive feedback from the applicants, independent of those put in place by the Service Provider.

xvi) The Service Provider shall set up centres with all the amenities which a modern office does have for the staff and the visitors. The salary paid to the employees will not be less than the minimum prescribed by Government and other benefits would be admissible to them as per law. The minimum qualification for the staff will be graduate. The profile of the key staff (manager) will be provided to the Ministry for each centre. The staff at the counter are expected to be sincere and honest and polite. They shall be cleanly dressed. Surprise visits can be paid at the centre. The Service Provider has to take corrective measures within two weeks in case any flaw is noticed in the service or facilities during such visits.

xvii) Ministry has the right to terminate the contract in the initial period of six months, by giving a month's notice to the contracting company. There will be a provision for review of service standards after periods of one month, three months, six months and one year of operation. During the review, any inadequacies or fall in standards of service rendered by the Service Provider should be resolved to the satisfaction of the Ministry. If the Ministry is not satisfied with the response of the Service Provider, the Ministry shall have the right to impose penalties and/or terminate the contract by giving three months' notice. However in the event of any termination of contract due to breach in security/data privacy related issues, the notice period can be less than 3 months. The Ministry has already started providing direct online Attestation/Apostille services to the applicants through e-Sanad, independent of any Service Providers. Such online direct services could be further extended/improved/upgraded as and when required

xviii) A list of service standards enforceable by the Ministry and the penalties applicable in cases of default are available in the Service Level Agreement.

xix) Ministry reserves the right to reject any or all of the bids at any stage during the tender process.

xx) If a dispute arises out of or in connection with the contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved within 60 days, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act, 1996.

xxi) The Ministry 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 Ministry and will be uploaded on the website of the Ministry as well as on the Central Public Procurement Portal. Where amendments are significant, the Ministry may, at its discretion, extend the deadline for receipt of bids. Bidding companies should constantly watch the website of the Ministry/Central Public Procurement Portal for any information pertaining to the RFP and any excuse of not having seen the

website will not be accepted.

xxii) Inducements/ Threats: Offering an inducement or threat of any kind in relation to obtaining this or any other contract with the Ministry to the officers of the Ministry will disqualify the bidder from being considered for the tender process and/or result in a ban on the bidder from participating in the future bids in all the Ministries of Government of India. If any violation is committed by the Service Provider in this regard, the Ministry shall be entitled to disqualify the Bidding Company or terminate the contract, with immediate effect, by written notice to the Bidding Company or Service Provider. In that event, the Bid Security Deposit or the Bank Guarantee for premature termination of contract will be encashed by the Ministry and the Bidding Company/Service Provider will be banned from taking part in future tenders.

xxiii) The Service Provider shall not receive any payments from the Ministry for setting up of centres.

xxiv) At particular centre/city, the Service Providers should accept documents from applicants belonging to that city/state only and submit the same only to the Branch Secretariate/RPO/OI Cell of the Ministry located nearest to it. There can be few exceptions for genuine applicants only. The Ministry reserves the right to accept/decline documents received from applicants belonging to other states/cities.

X. INSTRUCTIONS FOR BIDDERS

A. CLARIFICATIONS/ ADDITIONAL INFORMATION

Questions from bidding companies will be accepted until seven working days before the Pre-bid conference. The Pre-bid conference will be held as indicated under Section V Timelines. Each Bidding Company shall provide the name and contact details of its authorised representative to act as a point of contact during the tender process. Such nominated person may be required to provide clarifications regarding the bid and to provide additional information, if necessary, during the evaluation process.

B. SUBMISSION OF ONLINE BIDS:

- i) The bid shall be submitted online at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Manual bids will not be accepted under any circumstances.
- ii) All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> and no documents except original demand draft towards EMD, will be accepted offline.
- iii) Bids not submitting any of the required documents online will be summarily rejected.
- iv) Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
- v) The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.
- vi) Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.
- vii) The online bids (complete in all respect) must be uploaded online in Two Covers (Cover- I: Technical Bid and Cover-II: Financial bid) as per Annexure-B and Annexure-C respectively.

1. **TECHNICAL BID:**

i) Technical bids (as per Annexure B) of only those bidders shall be opened whose Bid Security/EMD is found in order. However Ministry reserves the right to call for additional information from the bidders to fully establish their eligibility. Such information should be submitted within the time frame set by the Ministry, otherwise the bid may not be considered for further evaluation. Tender documents received after the scheduled date/time will not be considered valid.

ii) The Technical Bids will be evaluated to examine the eligibility of the bidders as per Annexure -F (Part II).

2. **FINANCIAL BID:**

i) The bidder must submit their financial bid online in the prescribed format (BOQ File) – specified at Annexure C of this tender document and no other format is acceptable. Bidders are required to upload the dully filled in bid documents online without changing the format. If the BOQ file is found to be modified by the bidder or found incomplete, the bid will be rejected.

ii) The Financial Bid of the Bidding Company(s) disqualified in the Technical Bid stage will not be considered for financial Bid evaluation.

iii) The financial bid for Service Fee & Scanning Fee will be opened after the announcement of the results of the technical bid round as per date and time intimated by Ministry to participants by email. The Financial Bids will be opened in presence of the representatives of the companies that qualified in the Techncial Bid stage. The prices quoted for Service Fee & Scanning Fee by all eligible bidders will be conveyed to all present on the spot. All eligible bidders are required to submit duly filled in Annexure – G in a sealed envelop to the Ministry on the same day of opening of Financial Bids. Thereafter, the Financial Bid along with the information provided in Annexure G, will be evaluated by the Tender Evaluation Committee in the Ministry in regard to the viability of the Service Fee for respective Service Provider to be able to provide services of the desired quality. The Financial Bids which are found to be unviable are liable to be rejected as unresponsive. Thereafter, among the qualified bidders, L1 will be decided on the basis of lowest Service Fee Quotient, to be calculated using Service Fee & Scanning Fee quoted by each bidder in their Financial Bid, as per following formula: **Service Fee Quotient = 0.8 * Service Fee + 0.2 * Scanning Fee**

iv) The final results of the evaluation of Financial Bids will be intimated to respective companies by email.

C. **EXTENTION OF LAST DATE AT THE DISCRETION OF THE MEA:** The MEA, may in its discretion extend the last date for submission of the online bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any, in this regard, will be published on the CPP Portal: <http://eprocure.gov.in/eprocure/app> and MEA's website: www.mea.gov.in

D. **OPENING OF TECHNICAL AND FINANCIAL BID**

i) Online bids (complete in all respect) received along with original draft of Bid Security/EMD will be opened as per stipulated time and date indicated in Notice Inviting Tender of this tender document in presence of bidder/authorised representative of bidder, if available, at Ministry of External Affairs, New Delhi.

- ii) A duly constituted Tender Evaluation Committee will evaluate the technical bids. . Technical bid of only those bidders, whose bids are declared eligible by the Tender Evaluation Committee, will be evaluated.
- iii) It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;
- iv) After scrutiny of technical bids, the Ministry shall shortlist the bidders who qualify in the technical evaluation stage and inform them of the date and time of opening of the Financial Bids (Preferably by E-mail);
- v) The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation from the bidder to this effect. Bidders/representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage;
- vi) The financial bid prices quoted by each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after Scrutiny/correction of arithmetical error in the financial bid, if any;
- vii) Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure by the Tender Evaluation Committee as detailed in para B (2) (iii) above.

E. NON TRANSFERABILITY: This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;

F. NON-WITHDRAWAL OF BIDS: No bidders will be allowed to withdraw after online submission of bids/ opening of the tender; otherwise the Bid Security/EMD will be forfeited;

G. VALIDITY OF BIDS

- i) Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- ii) In case, the Ministry calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

H. RIGHT OF ACCEPTANCE:

- i) The Competent Authority in the Ministry of External Affairs reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the Ministry in this regard shall be final and binding.

- ii) Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- iii) The Competent Authority in the Ministry reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- iv) The Ministry of External Affairs may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

I. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- i) After determining the successful bidder after evaluation, the Ministry shall issue a Letter of Acceptance (LoA) in duplicate to the successful bidder, who will return one copy to the Ministry, duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful bidders.
- ii) The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding on the bidder.

XI. RESPONSE TO THE RFP

The Bidding Company must respond to all the items in the RFP, clearly and without any ambiguity, in same order as in the RFP and send this response in the Technical Bid. The response should include the following (Bidders has to provide separate response for each centre):

METHOD STATEMENT

The purpose of the Method Statement is to enable the Ministry, 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 it will provide for each of the requirements indicated under Section VII 'Scope of Work and Deliverables Required'. The Bidding Company's proposal will constitute an offer to develop a contract based on the terms and conditions stated in this RFP. The proposal may form part of the final contractual documentation, if the Bidding Company is invited by the Ministry to enter into a contract.

PROFESSIONAL PLAN

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/presentation by the Bidding Company.

QUALITY PLAN

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 will be met in respect of the monitoring of quality of the Services delivered. The proposed contract management and supervisory systems may be explained.

ADDITIONAL INFORMATION

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 RFP that could make the Service more customer-friendly.

Note : The Ministry reserves the right to reject the Technical Bids of those bidders where all points in the RFP are not adequately responded to. The decision of the Ministry in this regard shall be final.

XII. PENALTIES

Various provisions regarding penalties chargeable are indicated in the Service Level Agreement. The Ministry has final discretion to decide/waive off the amount or period of a penalty.

No. Q/OI/433/01/2016

**CPV Division
Ministry of External Affairs
Government of India**

SECTION-3

(ANNEXURES & TECHNICAL & FINANCIAL BID)

ANNEXURE - A

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 (please enclose copy of Registration Certificate)	
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 attestation/Apostille related activities	
v	List of Branch offices with address and website links indicating activities.	
vi	Number of years of experience in the attestation/Apostille related field or any other activities under which the company has become eligible to take part in the tender process.	

Note : The Bidding Company should provide a Declaration/Certificate as enclosed on the following page.

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

We, -----, the Bidding Company taking part in the Tender for outsourcing of attestation/Apostille support Services, 2018 for the CPV Division, Ministry of External Affairs certify as follows:

that,

I

a) We are neither involved nor would in any manner involve ourselves in unlawful or illegal activities including in human trafficking, fraud, hawala, drugs, leak of personal information etc. It is also certified that we have not been convicted for, or involved in, bribery, corruption or fraud. If such information is found later, we are aware that we would become ineligible to take part in future tender processes.

b) It is also understood that if any such information comes to light during the contract period, the contract would be liable to be terminated immediately and all costs on such a termination will be borne by the Company.

c) We have provided the Organizational profile of our Company for pre-verification purposes from the security angle to the Ministry. We understand that tender process is subject to pre-verification procedures and if we are not cleared under pre-verification procedures, we will not be eligible to take part in the tender process.

d) If we take part in the tender process before the intimation of the result of pre-verification procedures, we undertake to abide by the outcome of the pre-verification procedures subsequently at any stage without any objection.

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

III We fully understand and accept the penalty and additional penalty clauses explained in the RFP and the consequences of non adherence to the same. We are fully committed to the provisions of the same and we have no objections in this regard.

IV We fully understand that the Ministry 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.

V We certify that we have no subsidiary company or sister firm that is taking part in the present tender process separately.

VI

a) We fully understand that L1 will be decided on the basis of the lowest evaluated Bidder relying on the information provided in Annexure-C (Financial Bid).

b) We have fully read, understood and complied with all the conditions stipulated in the RFP document.

VII We undertake, if awarded the Contract, to fully involve ourselves in the outsourcing work directly and not entrust the entire/part work to another company on the basis of commission or any such arrangement. We fully understand that such an arrangement could lead to cancellation of the Contract, encashing of the Bank guarantee for premature termination of Contract and future ban in taking part in the tender process.

VIII We undertake that we will not involve in corrupt practices to get favourable consideration during tender process or Contract period. We understand that any such action will lead to disqualification from the present tender process or cancellation of the existing Contract and ban from future tender processes.

IX We do not have links with the touts operating in the vicinity of the Ministry's offices in any form. We will also not indulge in any unscrupulous activity or malpractice as far as attestation of documents is concerned.

X We are aware that section 72A of the Information Technology Act of India provides for imprisonment for a period up to 3 years and/or a fine up to Rs. 5,00,000 for a person who causes wrongful loss or wrongful gain by disclosing personal information of another person while providing services under the terms of lawful contract. We undertake to abide by the law.

XI The undersigned is authorized to sign the tender documents on behalf of -----(name of Bidding Company). A copy of the Resolution of the Board of Directors in this regard is enclosed.

Signature with Name & Designation
(to be signed by CEO or equivalent rank)

Place : _____

Date: _____

ANNEXURE-B

TECHNICAL BID

Cover-I (Technical Bid) (following documents to be uploaded online in .pdf format)		
Sl. No.	Documents(relevant Section of the RFP)	File Type
1	Organisation Profile & Declaration (Annexure A)	.pdf
2	EMD of Rs. 5,00,000/- (Rupees Five Lakh only) (scanned copy)	.pdf
3	Proof of past experience	.pdf
4	Certified copies of (i) PAN, (ii) VAT/Sales Tax, (iii) TIN, (iv) Labour Registration, (v) EPFO Registration, (vi) ESIC Registration, (vii) GST Registration	.pdf
5	Certified copies of Income Tax Returns for the period 2014-15, 2015-16 and 2016-17	.pdf
6	Attested copies of the audited balance sheets for the completed three financial years i.e. for 2014-15, 2015-16 and 2016-17	.pdf
7	Certificate regarding annual turnover of the company during past three years	.pdf
8	Response to the RFP (as per SECTION XI)	.pdf
9	Annexure F (Part I only)	.pdf
10	Check List Form (Annexure E)	.pdf

Signature of the authorised
signatory of the Tenderer with
seal of the firm/company

Name:_____

Mob No._____

Date:_____

Annexure 'C'

Financial Bid for Attestation / Apostille Support Services, 2018

(to be submitted online through CPP portal only)

Name of the Bidding Company:

S.No.	Description	Inclusive of all Taxes (Rs.)
1	Service Fee* for each document requiring Attestation/Apostille (irrespective of total number of pages in that document)	
2	Scanning Fee* for each page (irrespective of size of page) Resolution required:A4, 200dpi, Grayscale.	

* Service Fee & Scanning Fee as described under section VI (Service Fee, Scanning Fee and Government Fee) of the RFP.

Signature:_____

Date:_____

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

Note : Among the qualified bidders, L1 will be decided on the basis of lowest Service Fee Quotient, to be calculated using Service Fee & Scanning Fee quoted by each bidder in their Financial Bid, as per following formula :

Service Fee Quotient = 0.8 * Service Fee + 0.2 * Scanning Fee

Annexure-D

BANK GUARANTEE

1. In consideration of the President of India, represented by Ministry of External Affairs, New Delhi (hereinafter called 'Ministry') having agreed under the terms and conditions of the Agreement datedmade between the Ministry and M/s.....(herein after called the said Service provider) with the address at ----- for attestation/Apostille Support Services, 2018 (hereafter called the Agreement) to production of an irrevocable Bank Guarantee of Rs._____ as security from the Service Provider for compliance of the said Service Provider's obligations in accordance with the terms and conditions in the said Agreement, We, _____, (hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of _____ [Service Provider(s)] do hereby undertake to pay to the Ministry the following :

i) An amount not exceeding Rs. _____(Rupee_____) against **Bank Guarantee for premature termination of contract** amounting to Rs._____(Rupee _____), and

ii) An amount not exceeding Rs. _____(Rupee_____) against **Performance Bank Guarantee for breach by the said Service Provider of any of the terms or conditions contained in the said Agreement/SLA** amounting to Rs._____(Rs._____).

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under above guarantees without any demur, merely on a demand from the Ministry : Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under the above guarantees.

3. We undertake to pay to the Ministry 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 thereunder and the Service Provider shall have no claim against us for making such payment.

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

5. We, _____ (indicate the name of bank) further agree with the Ministry that the latter 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 from time to time or to postpone for any time or from time to time any of the powers exercisable against the said Service Provider 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 or for any forbearance, act of omission on the part of the Ministry or any indulgence by the Ministry to the said Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. These guarantees will not be discharged due to the change in the constitution of the Bank or the Service Provider.

7. We, _____ (indicate the name of bank) lastly undertake not to revoke these guarantees during their currency except with the previous consent of the Ministry in writing.

8. The Guarantees shall be valid up to a period of sixty days after the expiry of the Contract, unless extended on demand. Notwithstanding anything mentioned above, our liability against these guarantees is restricted to i) Rs. _____ (Rupee _____) and ii) Rs. _____ (Rupee _____) respectively and unless a claim in writing is lodged with us within sixty days from the date of expiry or the extended date of expiry of these guarantees, all our liabilities under these guarantees shall stand discharged.

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

Signature: _____
Name and Designation: _____

Seal of the Bank

CHECK LIST

Sl. No.	Particulars	YES/NO
1	Have you filled and submitted all forms/information as per the Tender Document?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICAL BID	
3	Have you enclosed scanned copy of the draft for EMD of Rs.5,00,000 (Rupees Five Lakh) and uploaded with the Technical Bids?	
4	Have you submitted the original EMD to MEA on or before the last date of submission ?	
5.	Have you uploaded the proof of having met the following minimum eligibility criteria?	
5.1.	Have you uploaded the Income Tax Returns for last three years?	
5.2.	Have you uploaded Audited Balance Sheets as required?	
5.3.	Have you uploaded a copy of each of the Registration certificate like ESIC, EPFO, Labour Laws, GST etc. ?	
5.4.	Experience: Have you uploaded the attested experience Certificates for two years issued by the Organizations / Government Deptts ?	
5.5	Have you uploaded Certificate regarding annual turnover of the company during past three years	
5.6	Have you submitted your response to RFP (as per Section XI)	
5.7	Have you enclosed Annexure F (Part I) duly filled in ?	
6.	Have your Technical Bid been prepared and uploaded as per the requirements of the Tender?	
	FINANCIAL BID	
7.	Have your Financial Bid proposal duly filled in and uploaded as per instructions?	
8.	Have you quoted price as per Annexure - C ? (In case price is left unfilled, the respective financial bids will be considered as invalid.)	

Note :- The above must be filled, signed and submitted along with the Technical bid.

Signature of the authorised
signatory of the Tenderer with
seal of the firm/company

Name: _____

Mob No. _____

Date: _____

Annexure F

Part I

Proforma for Evaluation of Technical Bids (details to be filled in by prospective bidders for each city as per their bid proposal)

Sr. No.	Centre/city	Full Address	Mode(s) of public transport available	Area(in sq. meters)	Number of submission counters	Number of staff under each category
1	Ahmedabad					
2	Banglore					
3	Bhopal					
4	Chandigarh					
5	Chennai					
6	Delhi					
7	Goa					
8	Guwahati					
9	Hyderabad					
10	Kochi					
11	Kolkata					
12	Lucknow					
13	Mumbai					
14	Raipur					
15	Thiruvananthapuram					

Signature:_____

Date:_____

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

Note: i) All items under Part I are to be filled correctly without any omissions. Any vague/incorrect details may lead to rejection of the bid.

Note: ii) Part I is to be submitted online in pdf format at Technical Bid stage.

Part II

Proforma for Evaluation of Technical Bids (For Ministry's use)

The Quality of Solution Proposed may be indicated against each item indicated below:

	Criteria	Marks	Remarks
1	Location of the centre with convenient accessibility in the city concerned and as per local zoning regulations. (Distance between the Centre and Branch Secretariate/RPO/OI Cell of Ministry in respective city concerned should not be more than 5 Kms).		(Marks to be awarded with the best ranked location to get 20 marks and the others to be proportionately reduced, depending on the number of qualified bids)
2	Size of the centre (area and layout)		(Marks to be awarded with the best ranked size and layout to get 15 marks and the others to be proportionately reduced, depending on the number of qualified bids)
3	Number of submission counters plus efficiency of the submission process.		(Marks to be awarded with the best ranked maximum number of Counters and efficiency to get 15 marks and the others to be proportionately reduced, depending on the number of qualified bids)
4	Quality of Organisational Structure Number of staff at each level and qualification (Manager, Supervisor, counter staff, security staff, data entry staff, help desk, others)		(Marks to be awarded with the best ranked staffing pattern (managerial/supervisory/staff etc) to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids)
5	Total Turnaround time for submission (from the time of entry/token generation to the time of generation of payment receipt.		(Marks to be awarded with shortest turn around time to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids)

6	<p>Quality of the website and Grievance Redressal System.</p> <p>Quality of the website of the Service provider with appropriate certification. The information on services rendered, GOI fees, Service Fee, Scanning Fee etc should be indicated clearly.</p> <p>(presentation and content of sample web page may be required)</p>		(Marks to be awarded with the best ranked Quality of Grievance Redressal System to get 10 marks and the others to be proportionately reduced, depending on the number of qualified bids)
7	Record of Past Performance with Ministry/Mission/GOI		(Marks to be awarded would be based on past performance/experience in related field, Maximum marks to be awarded 10)
8	<p>Reputation of the bidding company in the market and quality of non-GOI client list and references received from them</p> <p>i) Minimum three references required</p> <p>ii) Period of referred service should not be more than six years old with length of service being minimum two years.</p> <p>iii) The services under reference should pertain to related fields/ services</p>		Maximum marks to be awarded 10
	Total		100

Total Marks : 100

Qualifying marks : 70

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

Annexure G

(To to be duly filled in by all bidders and should be signed on each page by authorised representative of the bidding company and to be submitted to the Ministry in sealed cover on the day of opening of Financial Bids.)

PART-I

Details of costing

(Please use separate proforma for each centre/city)

Location : XXXXXXXX (City)

Full Address :

Building Name:

Floor of building :

S No.	Parameter	Total anticipated cost (in Rupee)				Remarks by the Ministry
A	B	C	D	E	F	G
		Monthly Expenditure	Annual Expenditure	One time Expenditure	Total Expenditure for the entire contract period of 2 years (2D+E)	
1	Cost of renting the premises Including expenditure on utilities such as electricity, water etc.					
2	Furbishing the Centre	Number of counters Number of cubicles Number of office rooms Number of work stations Other fittings(pl specify)				
2.a	Cost for above					
3	Computer related	Number of computers(with accessories) to be installed. (pl specify price)				

	requirements	1. Counters : ____ (Number) ____ (total cost) 2. Office : ____ (Number) ____ (total cost)				
3.a	Cost for above					
4	Furniture	Description of furniture (chairs/ tables etc) to be put in the Centre. (pl specify with quantity and price) Office: for Public use :				
4.a	Cost for above					
5	Security arrangements	i) No. of Security Guards ii) No. of metal detectors iii) No. of CCTV cameras with accessories				
5.a	Cost for above					
6	Other Facilities at centre	(Pl specify items with quantity and price) TV, Drinking water, Wash rooms etc.				
6.a	Cost for above					
7	Display arrangements	Installation of Ticket vending machine and electronic display of the applications in progress (pl specify separately with quantity and price)				
7.a	Cost of above					
8	Telephones and Internet	Number of phone lines and internet connections/Wi-fi facilities (Pl specify items with quantity and price)				
8.a	Cost for above					
9	Computerisation (in addition to 4 above)	Description and number of equipment to be installed for computerization/scanning of documents, including digitization and indexation and transfer of data to Ministry				
9.a	Cost for above					
10	Cost of operation of website in coordination with Ministry.					
11	Staff requirements	Number of staff in different areas of operation indicating the position and responsibilities of executives/staff deployed. Organizational chart indicating the position and responsibilities of executives/staff deployed a. Executive/Supervisor b. Staff				

		c) Telephone enquiry d. Security e. Others (pl indicate number in each category and emoluments)				
11.a	Cost for above					
12	Transportation of documents	Transportation of documents between the Centre to the Ministry/its authorised branch office and from other cities to Ministry/its authorised branch office by secured courier arrangements. No separate courier/postage charges should be collected from the applicants.				
12.a	Cost for above					
13	Automatic answering machine/system	Expenditure on establishing a automatic answering machine/system for enquiries made by general public after normal office hours/on holidays.				
13.a	Cost of above					
14	Expenditure on training staff					
15	Expenditure for obtaining bank guarantees					
16	Cost of insurance to cover all the Service Provider's obligations under this contract.					
17	Any other Items of Expenditure (Pl specify) i) ii)					
	Total Cost					

Part-II

Summary of Costing Statements for centres in all cities

S.No.	Location of Centres	Anticipated Expenditure for the contract period (2 years) in Rupee
1	Ahmedabad	
2	Banglore	
3	Bhopal	
4	Chandigarh	
5	Chennai	
6	Delhi	
7	Goa	
8	Guwahati	
9	Hyderabad	
10	Kochi	
11	Kolkata	
12	Lucknow	
13	Mumbai	
14	Raipur	
15	Thiruvananthapuram	
Total Expenditure		

Part III

Justification for determination of Service Fee

(All figures to be estimated & filled in for the full contract period i.e. 2 years)

(a) Operational expenditure for all the Centres:

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

(c) Tax payable (please indicate) :

(e) Total anticipated Expenditure (a) + (b) + (c):

(f) Total number of applications processed (@ 1000 per working day for each of the six Service Providers) :

(g) Service Fee = (e) divided by (f) :

Signature: _____

Date: _____

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

Note I: Ministry has the right to disqualify the bidders in the Financial Bid stage if the costing details provided in Part-I are found commercially unviable/unsustainable, treating the Bid as unresponsive. Accordingly L1 will be decided on the basis of the remaining qualified bids in the financial bid stage.

Note II: Assumptions regarding volume/demand for services should be in line with those indicated by Ministry (presently approximately 6000 attestation/Apostille services are being rendered per working day). Bids with wrong assumptions of demand, which will have a bearing on revenue estimates, are liable to be treated as non-responsive.

Note III: The expenditure quoted in Part I under each category must be based on local market prices and tax structures. The salaries quoted must be on the basis of cost to company and in consonance with the local wage and tax regulations.

Note IV : The bidding company should clearly indicate the details of tax payable in Part III

No. Q/OI/433/01/2016

**CPV Division
Ministry of External Affairs
Government of India**

SECTION-4

(INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION)

Instructions to bidders for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrollment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the

documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that is need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or „“Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOO file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders” dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed

by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk are 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787; Email : support-eproc@nic.in

No. Q/OI/433/01/2016

**CPV Division
Ministry of External Affairs
Government of India**

SECTION-5

(AGREEMENT/CONTRACT FOR SUCCESSFUL BIDDER)

AGREEMENT FOR ATTESTATION/APOSTILLE SUPPORT SERVICES, 2018

This Agreement is made on the Day of -----

BETWEEN

The President of India, represented by the Consular, Passport and Visa (CPV) Division of the Ministry of External Affairs on the one part

AND

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

WHEREAS

The Ministry of External Affairs (hereinafter referred to as 'the Ministry') provides Attestation and Apostille Services on documents for presentation in foreign countries in its premises located in various cities, support services are to be rendered by M/s ----- (hereinafter referred to as 'the Service Provider') under the terms of this Agreement.

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

Section 1.

A. SCOPE OF WORK AND DELIVERABLES REQUIRED

The scope of work and deliverables required from the Service Provider are as follows:

- i) Collect document(s) from the applicant or from person authorised by the applicants for attestation / Apostille by the Ministry. The documents received by Post/courier shall be taken into the system as soon as received.
- ii) Scrutiny with regard to the genuineness of the collected documents and their pre-authentication by the designated authorities. A random sample check will be undertaken, by writing to the primary Document Issuing Authorities.
- iii) Collect, from the applicant, NTRP generated challan number / reference number / transaction receipt of the online payment made of Government Fee(if already made) by the applicant, using the Non Tax Receipt Portal (NTRP). The Service Provider should guide and assist the applicants in calculating the total amount due towards Service Fee, Scanning Fee and Government Fee (as described in Section B of this document) and making on-line payment of Government Fee(using NTRP portal ONLY(if payment not already made by the applicant)).

- iv) Enter/feed data on the attestation portal, as per the prescribed format.
- v) Scan and upload scanned copy of the documents requiring attestation/Apostille, to the attestation portal, as per the prescribed resolution (A4, 200 dpi, Grayscale).
- vi) Scan and upload scanned copy of the applicant's passport's (first & last pages only) to the attestation portal, as per the prescribed resolution (A4, 200 dpi, Grayscale).
- vii) Generate & provide each applicant a bar coded receipt in the agreed format. This will also be attached to the documents sent to the Ministry for Attestation/Apostille. The receipt should have following details, inter alia:
 - Name of the applicant
 - NTRP reference number regarding on-line Government fee paid.
 - Date and time of payment of Government fee.
 - Amount of Government fee deposited
 - Service Fee deposited
 - Scanning Fee deposited
 - Total number of Attestation required, along with details about total number of documents and number of pages in each document requiring Attestation.
 - Total number of Apostille required, along with details about total number of documents and number of pages in each document requiring Apostille.
 - Total number of documents, along with total number of pages scanned & uploaded on the portal.
- viii) Deliver documents to the Ministry for Attestation/Apostille, with the manifest of applications containing details of Government fee deposited using NTRP portal (listed at (vii) above) once a day on all working days (the submission time will be from 09.00 to 10.00 AM unless otherwise determined by the Ministry). Handing/Taking over of the documents will take place at the premises of the Ministry.
- ix) Collect the serviced documents from the Ministry between 4.00 – 5.00 PM, unless otherwise specified by the Ministry, on all working days, and despatch/hand over documents to respective applicants/to the person authorised by applicants, in person or in a secured manner by verifiable registered post / courier.
- x) The Service Providers should have an efficient and courteous telephonic enquiry system. The telephonic enquiries should be attended from 9AM to 5.30 PM on all working days. An automatic answering machine should be functional, with necessary information, after office hours and on holidays.
- xi) The Ministry has detailed the information about Attestation/Apostille services on its

website www.mea.gov.in. A link will be provided to the website/web-page of the selected Service Providers.

xii) The Service Provider should maintain a **separate and exclusive website/web-page** for dissemination of relevant information for Attestation/Apostille support services for the Ministry, in line with the policy of the Ministry. The website/web-page should indicate details of only those services which are approved by the Ministry. It should also contain details of the Government Fee (known as GOI fees), the Service Fee & the Scanning Fee as approved by the Ministry for Attestation/Apostille support services, 2018. Contents of the website/web-page will be standardized by the Ministry & should not contain any other information/advertisement/services which is not related to the services approved by the Ministry under this contract. Violation of these terms will be punishable with penalties as prescribed in the Service Level Agreement(SLA) .

xiii) The Attestation/Apostille centres should prominently display the details of services offered along with the fee schedule as approved by the Ministry. The centre should also prominently display a copy of the Service Level Agreement(SLA) signed, for ready reference of the applicants. A copy of SLA should also be placed on the Service Provider's website/webpage.

xiv) To carry out these activities on behalf of the Ministry, it is desired that the companies establish collection centres in New Delhi, Hyderabad, Guwahati, Kolkata, Chennai, Mumbai, Ahmedabad, Bangalore, Bhopal, Chandigarh, Goa, Kochi, Lucknow, Raipur & Thiruvananthapuram in the first phase, at safe locations easily accessible to the general public by public transport. The Ministry of External Affairs reserves the right to extend these facilities to other cities/locations in response to public demand for these services. The centres shall be open for public on all working days from 0900 hrs to 1730 hrs , except Sundays and Government holidays. The Service Providers are expected to provide courteous and efficient service at all times. The Ministry reserves the right to monitor the quality of service provided and impose necessary corrective measures on the outsourcing agencies/Service Providers in terms of their contractual obligations, where necessary, by imposing penalties as prescribed in the Service Level Agreement (SLA) or by terminating the contract in the event of persistent violations. The premises used as centre by the Service Providers shall not be used for promoting any other business activities except those concerning the outsourcing of attestation/Apostille services approved by the Ministry under this contract.

xv) The Service Provider should operate an efficient and prompt e-mail system where response is provided within 24 hours, except on weekends where a 48 hour time line would apply.

xvi) No handwritten receipt or miscellaneous receipt should be issued by the Service Provider.

xvii) Service Provider shall generate proper records of every application received, cross-references to individual fees taken on databases and systems, and in accordance with practices prescribed by the Ministry. These records shall be provided to the Government of India Auditors whenever required.

xviii) The Service Provider would ensure a reliable quality control system that maintains continuous monitoring and ensuring of service standards. The quality certifications should be

upgraded to the latest version as and when available.

B. THE SERVICE FEE, SCANNING FEE & THE GOVERNMENT FEE

i) Service Fee: The Service Providers would charge this fee from the applicants for providing Attestation and Apostille support services and it would be same for all types of documents whether educational, personal or commercial. The rates of Service Fee for each document requiring Attestation/Apostille would be Rs._____(inclusive of all taxes). The Service Fee will remain fixed during the validity / extension of the contract. If a document consisting multiple pages requires Attestation/Apostille on each page/on few specified pages (as in case of most of the commercial documents), the Service Fee would be charged only once i.e. single Service Fee for a complete document(irrespective of number of pages requiring attestation/Apostille in that document) requiring either attestation or Apostille or both.

ii) Scanning Fee : The Service Providers would charged this fee from the applicants for scanning & uploading each page of documents requiring Attestation/Apostille(irrespective of the type of document and size of pages to be scanned). The prescribed resolution for scanning should be A4, 200 dpi, Grayscale. The Scanning Fee for each page would be Rs._____(inclusive of all taxes) The Scanning Fee will remain fixed during the validity / extension of the contract.

iii) Government Fee : No Attestation/Apostille Fee would be charged for Attestation/Apostille of documents by the Ministry. The Ministry would only charge Rs. 50 towards the cost of each Apostille Sticker affixed on documents requiring Apostille. The total cost of all Apostille Stickers affixed (calculated @ Rs.50/- for each sticker) on all documents/pages requiring Apostille is to be paid online to the Ministry of External Affairs by the applicants through Non-Tax Receipt Portal (NTRP) only. NO OTHER MODE OF PAYMENT OF GOVERNMENT FEE WOULD BE ACCEPTABLE. The Government Fee can be changed as per the directions of the Ministry.

Note I : The Service Fee & the Scanning Fee would be paid by the applicant directly to the Service Providers. The Government Fee would be paid online by the applicant directly to the Ministry, using Non Tax Receipt Portal (NTRP) ONLY.

Note II Pre-authentication of documents by the Document Issuing Authorities (DIAs) such as State Governments/Universities/Boards, Chamber of Commerce etc. : It shall be the responsibility of applicants to get their documents pre-authenticated from respective DIAs. The Service Providers would accept only those documents for attestation/Apostille which are duly pre-authenticated by respective DIAs. The Service Providers and the Ministry have no role in pre-authentication of documents from DIAs and NO FEE/CHARGES TO BE PAID BY THE APPLICANTS TO THE SERVICE PROVIDERS/MINISTRY FOR THE SAME.

C. OPERATIONAL SYSTEMS, INFRASTRUCTURE & OTHER TERMS & CONDITIONS

The Service Provider shall ensure the following for each centre:

i) Sufficient space in terms of waiting area, adequate number of counters having high speed internet connected computers (minimum 5 in metro cities and minimum 3 in other cities) and processing area.

ii) Arrangements for lights, ventilation/air conditioning and amenities including drinking water and toilets etc.

iii) Electronic display system indicating the status of applicant's token number, for queue management.

iv) All the parameters and standards of facilities in the centre will be as required in the RFP/offer made by the Bidding Company during the tendering process in its Technical/Financial Bid and as per modifications, if any, suggested by the Ministry, if awarded the contract.

v) Details of personnel to be deployed in the centres along with copies of police verifications report in respect of each personnel for approval of the Ministry.

vi) The Service Provider will develop and operate a website/webpage containing all relevant information, as given under Section 1, A para no (xii) of this document.

vii) The Service Provider's activities will be covered under section 72A of the Information Technology Act of India which provides for imprisonment for a period up to 3 years and/or a fine up to Rs. 5,00,000 for a person who causes wrongful loss or wrongful gain by disclosing personal information of another person while providing services under the terms of lawful contract.

viii) The Service Provider will ensure access of authorized officials from the Ministry to its premises and documents.

ix) The Service Provider/any of its staff will not represent himself/herself as an official or agency or organ of the Ministry or of the Government of India. Any violation in this regard will result in imposition of penalties against the Service Provider as per the Service level agreement or even termination of services.

x) The Service Provider should pay such penalty as may be determined in terms of the contract, for violating the term(s) and condition(s) of the contract. The details of such penalties are included in the Service Level Agreement. The mode of payment of such penalties would be intimated by the Ministry as and when required

xi) The Service Provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other company without the prior written consent of the Ministry. Any violation in this regard can result in imposition of penalties, termination of the contract and a ban on participation in future bids. However peripheral services such as maintenance of the building, security, utilities etc. which are normally required to run an office may be outsourced.

xii) The Service Provider should install a complaint/suggestion box in the centre which will be operated only by the officials of Ministry. The Service Provider should also have a separate section titled 'Suggestions and Complaints' in its website/webpage to receive suggestions and complaints from the applicants, which must be available for viewing by the public. The email address of the grievance officer in Consular Passport and Visa Division should also be prominently displayed. The Service Provider should respond to complaints and clarify the situation, within the agreed time frame, where ever such complaints are

forwarded by the Ministry. Decision taken by the Competent Authority of the Ministry shall be final in all these complaints/suggestions.

xiii) The Ministry will be free to set up any other arrangement to reliably receive feedback from the applicants, independent of those put in place by the Service Provider.

xiv) The Service Provider shall set up centres with all the amenities which a modern office does have for the staff and the visitors. The salary paid to the employees will not be less than the minimum prescribed by Government and other benefits would be admissible to them as per law. The minimum qualification for the staff will be graduate. The profile of the key staff (manager) will be provided to the Ministry for each centre. The staff at the counter are expected to be sincere and honest and polite. They shall be cleanly dressed. Surprise visits can be paid at the centre. The Service Provider has to take corrective measures within two weeks in case any flaw is noticed in the service or facilities during such visit.

xv) Ministry has the right to terminate the contract in the initial period also by giving a month's notice to the contracting company. There will be a provision for review of service standards after periods of one month, three months, six months and one year of operation. During the review, any inadequacies or fall in standards of service rendered by the Service Provider should be resolved to the satisfaction of the Ministry. If the Ministry is not satisfied with the response of the Service Provider, the Ministry shall have the right to impose penalties and/or terminate the contract by giving three months' notice. However in the event of any termination of contract due to breach in security/data privacy related issues, the notice period can be less than 3 months. The Ministry has already started providing direct online Attestation/Apostille services to the applicants through e-Sanad portal, independent of any Service Providers. Such online direct services could be further extended/improved/upgraded as and when required

xvi) A list of service standards enforceable by the Ministry and the penalties applicable in cases of default are available in the Service Level Agreement.

xvii) The Service Provider shall not receive any payments from the Ministry for setting up of centres.

xviii) At particular centre/city, the Service Providers should accept documents from applicants belonging to that city/state only and submit the same only to the Branch Secretariate/RPO/OI Cell of the Ministry located nearest to it. There can be few exceptions for genuine applicants only. The Ministry reserves the right to accept/decline documents of applicants belonging to other states/cities.

Section 2.

BANK GUARANTEES

The following irrevocable Bank guarantees should be provided by the Service provider in prescribed format(Annexure D):

- i) The Service Provider, shall provide a Bank Guarantee of Rs. _____ (Rs. _____ only) for premature termination of contract (without giving suitable notice to the Ministry).
- ii) The Service Provider shall provide a Performance Bank Guarantee of

Rs. _____ (Rs. _____ only) i.e. equal to 10% of the amount of above said Bank Guarantee (for premature termination of contract) for penalties as specified in the SLA. Ministry can invoke this Performance Bank guarantee depending on the extent and the severity of the violation of the terms of the Agreement.

iii) The above Bank Guarantees shall be irrevocable and must be submitted at the time of signing of the contract. The Bank Guarantees shall be valid up to a period of sixty days after the expiry of the contract.

iv) Any reduction in the Bank Guarantees due to invocation of any Bank guarantee(s) shall be recouped within two weeks. Additional penalties will be applicable for any default on this account as per SLA.

Section 3.

PENALTIES

The various penalties chargeable for violations of the terms of this Agreement will be as indicated in the Service Level Agreement, which will be an integral part of this Agreement. The Ministry has final discretion to decide/waive off the amount or period of a penalty.

Section 4.

INDEMNITY FOR LOSS

i) The Service provider will be fully responsible for the performance of the services and for all documents received, including their safe custody from the point of submission and collection and while it is in transit back to the applicant or their authorized representative/agent till delivery. The Ministry shall not entertain any claim for expenses on account of loss or any other claim directly or indirectly attributed to or caused by such loss, provided that such loss occurs while the said documents are in the care and custody of the Service provider.

ii) The service provider shall indemnify the Ministry to the full extent including any legal costs incurred in the event of any claim made by an applicant for loss caused or for any suit for damage arising or due to loss of confidentiality or personal details of the applicant while the said documents are in the care and custody of the service provider.

Section 5.

CONTRACT MATERIAL

i) The Ministry grants the Service Provider a license to use, reproduce and adopt the name of the Ministry only for the purposes of this Agreement and in accordance with any conditions or restrictions notified by the Ministry in writing from time to time.

ii) Ownership of all material created in performance of the services under or otherwise in accordance with this Agreement vests in the name of the Ministry on its creation.

iii) The Service Provider will ensure that the material is used, copied, supplied or reproduced only for the purposes of this Agreement.

Section 6.

ACCESS TO PREMISES

The Service Provider will allow officials of the Ministry and any other persons authorised by the Ministry 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.

The rights referred are subject to:

- i). the provision of reasonable prior notice to the Service Provider. However, authorized officials of the Ministry would have unrestricted access to the applicant's area of the Centre to inspect the operations.
- ii). Compliance with the Service Provider's reasonable security procedures.

Section 7.

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 Ministry and shall provide to the Ministry a certified true copy of the policy of insurance within one week from the date of commencement of operations.

Section 8.

PROTECTION OF PERSONAL INFORMATION

- i) The Service Provider will 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
- ii) Protect all personal information in its possession and will not disclose it without the consent in writing of the applicant/Ministry or unless required by law with the consent of the Ministry.
- iii) In the event of failure to comply with the obligations under this clause referred to above, the Ministry shall have the right to encash the Bank Guarantees and/or terminate the Agreement with immediate effect.

Section 9.

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 Ministry.
- 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 Ministry requires the prior approval of the Ministry.
- iv) Any violation in this regard will result in imposition of penalties against the Service Provider as per the Service level agreement, and a termination of services in the case of

egregious violations.

Section 10.

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 Ministry.
- 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 Ministry.
- iv) Any violation on account of the above will attract penalty.

Section 11.

DISPUTE SETTLEMENT

If a dispute arises out of or in connection with the contract or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved within 60 days, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act, 1996

Section 12.

TERMINATION

The Ministry reserves the right to terminate the contract at any time by giving three months advance notice. The Service Provider may terminate the contract by giving three months advance notice with justification for termination of services. Ministry reserves the right to impose a financial penalty as prescribed under 'Penalties' in the Service Level Agreement (SLA) , in case Service Provider terminates the contract without providing three months advance notice. The notice of termination will be effective from the date of notice or the date of receipt by the party concerned or the date mentioned in the Notice, whichever is later. The Ministry also reserves the right to terminate the contract by giving shorter notice due to security and data privacy related issues.

Section 13.

VARIATION

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

Section 14.

FORCE MAJEURE

Any delay or failure in performance by the Service Provider hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purpose of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Service provider claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restrains of government, governmental acts, injunctions, labour strikes

other than those of the Service Provider, which prevented the Service Provider from discharging his functions under this Agreement. Force Majeure will be equally applicable to situations concerning the Ministry as well, in relation to the Service Provider during the operation of the Contract.

Section 15.

COMPLETE AGREEMENT WITH SERVICE LEVEL AGREEMENT AS INTEGRAL PART

This Agreement constitutes the whole agreement between the Parties in relation to its subject matter. The Service Level Agreement annexed hereto shall be taken, read and construed as an essential part of this Agreement.

Section 16.

TERM OF AGREEMENT

The Agreement shall come into force from the day of its signing by the Parties) and shall be valid for a period of two years unless terminated before that date in accordance with its terms.

Done in two Originals in English language, both texts equally authentic. In witness whereof the parties to this agreement have set their hands and seal in this agreement on this _____ day of _____

<p>SIGNED SEALED AND DELIVERED For and on behalf of the Ministry of External Affairs, Government of India, by</p> <p><u>Name and designation</u></p> <p>In the presence of _____ (<u>name and designation</u>)</p>	<p>SIGNED SEALED AND DELIVERED For and on behalf of M/s _____, India</p> <p><u>Name and designation</u></p> <p>In the presence of _____ (<u>name and designation</u>)</p>
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**SERVICE LEVEL AGREEMENT (SLA) FOR ATTESTATION/APOSTILLE
SUPPORT SERVICES, 2018**

This agreement is made on the _____ day of _____

Between

The President of India, represented by Consular, Passport & Visa(CPV) Division of the Ministry of External Affairs, New Delhi of the one part

AND

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

WHEREAS

The Ministry of External Affairs, Government of India, represented by the Consular, Passport & Visa (CPV) Division (hereinafter referred to as 'Ministry') has signed an Agreement dated _____ for Attestation/Apostille support Services, 2018 hereinafter referred to as 'Services', with M/s _____ (hereinafter referred to as the '**Service Provider**'). The Service Provider, further, in order to reiterate the commitment to provide services as per the terms of the Agreement, 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, protection of data and confidentiality, non adherence to unscrupulous activities, dispute settlement mechanism 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 Apostille/Attestation support 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 Government of India. 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 the Agreement & this SLA is subject to periodic review after a period of one month, three months, six months and one year of operation, or earlier if required by the Ministry, to increase the efficiency of the services and enforce the responsibilities and obligations of the Service Provider as provided for in the Agreement.

The Manager in charge of operations, or any other person approved by the Ministry in consultation with the Service Provider, is responsible for facilitating such regular reviews. Minimum qualification of the Manager is Post Graduate or a graduate with at least 5 years experience as manager in running a business. The staff should have a minimum qualification of graduation.

4. Service Level Parameters and Penalties for Violation:

No.	Parameter	Service Level	Penalty for Violation
1	A separate website/webpage giving relevant information must be made operational by the Service Provider	The Service Provider must maintain a separate and exclusive website/webpage, which shall contain information only relating to services authorised by the Ministry. Any deficiencies pointed out by the Ministry shall be promptly rectified	In case no website is hosted or the information given on the website is incomplete or is not approved by the Ministry, penalty @ Rs. 1000 per week shall be charged till the matter is resolved. Repeated violations may lead to termination of the contract.
2	The Service Provider will not represent himself/ herself as a representative of the Ministry and will ensure that the Service Provider's officials and sub-contractors also do not represent themselves as an official or agency or organ of the Ministry of External Affairs or the Government of India	The Service Provider shall ensure that every staff member is clearly identifiable and bears a name badge.	Each incident/ violation/ complaint reported/ noticed in this regard will attract a penalty of Rs. 1000. Repeated violations may attract a show cause notice leading to termination of the contract.

3	Procedure for issue of bar coded receipts to each applicant	The Service Provider shall ensure that all the transactions are accounted for and a proper receipt in the prescribed format is given to the applicant for each transaction made. Handwritten or temporary receipts shall not be issued to the applicants.	If it is found that any transactions are not accounted for or a proper receipt is not given, a penalty of Rs.1000 will be imposed for each incident/ violation/ complaint reported/ noticed in this regard. Repeated violations may attract a show cause notice leading to termination of the contract.
4	All the specified amenities/services, as specified in the RFP, and proposed by the company in their response to the RFP including Access Control and Queue Management, should be in place at all the centres	<p>The Service Provider shall abide by its obligations as specified by arranging the said amenities/services</p> <p>The Service Provider is expected to keep qualified staff.</p> <p>The Centre should have an access control mechanism and a queue management system. The personnel at the centre should be qualified, punctual and responsible</p>	<p>Any short fall in the standard of public amenities/services will lead to penalty @ Rs. 1000 per day till the matter is resolved.</p> <p>In the event of a complaint from an applicant due to the bad behaviour of the staff or the lack of knowledge at their end, a penalty of Rs. 1000 will be imposed on the Service Provider for each such incident.</p>
5	The Service Provider's activities will be covered under Section 72A of the Information Technology Act of India which provides for imprisonment for a period up to 3 years and/or a fine up to Rs. 5,00,000 for a person who causes wrongful loss or wrongful gain by disclosing personal information of another person while providing services under the terms of lawful contract.	The Service Provider must ensure that the relevant law is abided by all concerned persons in their employment.	If it comes to the notice of the Government that the Service Provider has compromised or allowed the data in its possession to be compromised, the contract may be terminated.

6	Data entry	The Service Provider shall ensure correct data entry on the online platform as per requirements of the Ministry.	Penalty @ Rs. 500 will be charged for denial/wrong data entry in each case.
7	Delay in submission/ collection and delivery/ despatch of the documents.	The Service Provider shall ensure efficient and expeditious service as far as submission/ collection/ delivery and despatch of the documents is concerned. The documents shall not be submitted to the Ministry's offices after more than one working day after submission by the applicant.	Delay at any point of time during the entire process of Attestation/Apostille due to failure of the Service Provider shall be punishable by a penalty @ Rs. 500 per day per document till the matter is resolved.
8	Fake documents	The Service Provider shall make monthly random sample checks of up to 2% of all documents submitted, by referring them to the primary attesting authorities/Document Issuing Authorities, to ascertain the genuineness of the documents.	Records of such correspondence shall be available; for verification whenever required; penalty shall be imposed @ Rs. 5,000 per such case involving fake documents. Repeated violations may attract a show cause notice leading to termination of the contract.
9	Service Level Agreement (SLA)	The Service Provider shall prominently display a copy of the SLA at each centre and also on its website.	Violation will lead to penalty @ Rs. 1000 per day till the matter is resolved.
10	Audit	The Service Provider shall maintain records for the duration of the contract, for inspection by the auditors of the Government of India.	Periodical checks shall be conducted on the records kept in this regard. Penalty shall be imposed @ Rs. 5,000 for each instance if records are not maintained as prescribed.
11	Transfer/ assign/ pledge/ sub contract liabilities	The Service Provider shall not transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other company without prior written consent of the Ministry	Violation shall lead to penalty @ Rs. 1,00,000, with possible encashment of the Bank Guarantee and/or termination of contract and a ban on participation in future bids.

12	Complaints/ Suggestions	The Service Provider should also have a separate section titled 'Suggestions and Complaints' in its website to receive suggestions and complaints from the applicants, which must be available for viewing by the public. The email address of the concerned official in the Ministry should also be prominently displayed. The Service Provider should also respond to complaints and clarify the situation, within the agreed time frame, wherever such complaints are forwarded by the Ministry.	A good solution must be provided for the grievance redressal mechanism. Any instance of complaints pending after four working days of receipt by the Service Provider, brought to the notice of the Ministry, shall attract penalty @ Rs. 100 per working day.
13	Loss of Documents	Service Provider should ensure that there will not be any loss of documents during transaction between Support Centres/Ministry's offices/applicants.	Penalty up to Rs. 50,000 per instance (plus cost of replacement of the documents including legal costs should be borne by the Service Provider) may be imposed by the Ministry in such instances. The Ministry also reserves the right to terminate the contract in the case of repeated failures on this account.
14	Additional Penalties	The Service Provider shall pay the penalties imposed within seven working days.	An interest @10% per week shall be charged on the imposed penalties if not paid within seven working days.
15	Mode of Payment of Penalties/Additional Penalties	The mode of payment of penalties/additional penalties would be intimated by the Ministry as and when required	
16	Recoupment of bank guarantees	The Service Provider shall recoup the bank guarantees if these fall short due to encashment by the Ministry.	If the bank guarantee is not recouped within two weeks penalty @10% of the deficit will be imposed per week.

17	Termination of contract by Service Provider without giving three months notice	Service Provider must give three months prior written notice to the Ministry along with justification for termination of services	Violation shall lead to encashment of the Bank Guarantee and/or termination of contract and a ban on participation in future bids/black listing of the company.
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5. Discretion of Ministry

The decision regarding deciding/waiving off the amount/period of penalty would be at the discretion of Ministry after taking into consideration all aspects of the situation.

6. 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.

7. 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 Ministry and the applicants/general public will prevail.

In witness whereof the parties to this Service level Agreement have set their hands and seal in this agreement on this day of _____ (month, year)

SIGNED SEALED AND DELIVERED For and on behalf of the Ministry of External Affairs, Government of India by	SIGNED SEALED AND DELIVERED For and on behalf of M/s -----,
Signature -----	Signature-----
Name and designation	Name and designation
In the presence of _____	In the presence of _____
Signature-----	Signature-----
Name and designation:	Name and designation:

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