Ref. No.: 06.11.026.001 18 April 2019

**Invitation for quotations for establishing cooperation with an EXTERNAL SERVICE PROVIDER for facilitation of processing visa applications in India**

The High Commission of the Republic of Cyprus in New Delhi hereby invites quotations for establishing cooperation with an external service provider in order to facilitate the processing of visa applications in India.

The cooperation with the successful Tenderer shall be based on a legal instrument that shall comply with the requirements as set out in ANNEX 1.

When selecting the external service provider, the Cyprus High Commission shall also scrutinize the solvency and reliability of the interested Party, including necessary licenses, commercial registration, company statutes, bank contracts, and ensure that there is no conflict of interests.

Quotations should be submitted the latest by 1st June2019, 13:00 pm (Indian time), to the High Commission of the Republic of Cyprus in New Delhi, D 64, Malcha Marg, Chanakyapuri, New Delhi 110021 India. (in a sealed envelope clearly labelled as “ Quotation for EXTERNAL SERVICE PROVIDER”).

**SCOPE OF SERVICES requested**

**The EXTERNAL SERVICE PROVIDER will operate Cyprus Visa Application Centres (hereinafter called and referred to as “VACs”) in India, as set out in Annex II.**

THE EXTERNAL SERVICE PROVIDER shall be responsible for infrastructure, technological and support services, as follows:

a) Will provide general information on visa procedures and requirements in the visa application process via an email response, call centre and dedicated website, which will be set up by THE EXTERNAL SERVICE PROVIDER and linked to the website of the Ministry of Foreign Affairs and the website of the High Commission of the Republic of Cyprus in New Delhi.

b) Will provide to all applicants personalized service over the counter at all designated offices.

c) Will provide a Helpline and an e-mail service in VACs offering voice and written response to queries of visa applicants. All the information to be provided therein shall be approved in writing by the Cyprus High Commission in New Delhi. These services will be provided free of charge.

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d) Will receive visa applications over the counter and enter the applicant’s data into the database provided by the Cyprus High Commission, as agreed between the Parties.

e) Will collect the visa fees.

f) Will scrutinize all applications, upon submission, to ensure that they are complete, duly signed and contain all supporting documents as well as the required number of photographs in accordance with the check lists that will be provided by the High Commission of the Republic of Cyprus.

g) Will transmit all collected applications and data (including biometric identifiers) to the High Commission of the Republic of Cyprus. The data transmitted will be fully encrypted, whether electronically transferred on an electronic storage medium from the VAC, or physically transferred in a secure way, to the High Commission.

h) Will make available to the Cyprus High Commission, the details of all visa applications processed on a daily basis.

i) Will collect travel documents, including a refusal notification if applicable, from the Cyprus High Commission and return them to the applicant.

j) Will provide Verification Services upon requests by the High Commission of Cyprus for documents submitted with visa applications. The charges required for conducting the said verification will be collected from the applicants themselves, after informing them of the request of the High Commission to proceed with such verification.

k) May provide optional SMS services, at a nominal fee, as a value added service. Optional SMS services shall be provided at the request of the applicant. The cost of the SMS service will be paid by the applicant.

**CYPRUS VISA APPLICATION CENTRES**

a) The Cyprus VACs in India will be centrally located business units set up by THE EXTERNAL SERVICE PROVIDER, at its own cost, either on the existing premises or at different locations, depending on availability and space, to serve the High Commission of Cyprus;

b) The Cyprus VACs premises will be functional and adequate and appropriate security measures will be arranged;

c) The Cyprus VACs will ensure that the quality of the services offered to the public is of high standards and follows good administrative practices;

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d) The Cyprus VACs will have sufficient number of duly qualified, trained and appropriate staff (having knowledge of English & the local language), as well as sufficient resources (computer workstations and reliable internet access) in order to efficiently and effectively carry out the handling of the visa application process;

e) The Cyprus VACs will observe timings and holidays as indicated by the Cyprus High Commission;

f) The Cyprus VACs staff will be briefed by the Cyprus High Commission on the visa procedures;

g) Applications submitted to the Cyprus VACs will be forwarded to the Cyprus High Commission in New Delhi on a daily basis;

h) Visa applications will be presented to the Cyprus VACs on a voluntary basis. Applicants may submit applications at designated time directly to the Visa Section of the High Commission;

i) The Cyprus High Commission may proceed to security checks of all employees designated to work at the Cyprus VACs;

**VISA FEES**

THE EXTERNAL SERVICE PROVIDER will collect the visa fees as specified by the Cyprus High Commission. THE EXTERNAL SERVICE PROVIDER will collect non-refundable visa application fee on behalf of the Cyprus High Commission in Euro or in Rupees, according to the instructions of the Cyprus High Commission. Such fee will be forwarded, on a daily basis, to the bank account of the Cyprus High Commission.

**EXTERNAL SERVICE PROVIDER SERVICE CHARGE**

THE EXTERNAL SERVICE PROVIDER will collect a non-refundable service charge, from applicants, per application, inclusive of taxes. The service charge will cover all activities carried out by THE EXTERNAL SERVICE PROVIDER. THE EXTERNAL SERVICE PROVIDER will not be at liberty to levy any charges to visa applicants other than those agreed upon signature of the agreement with the High Commission.

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**INFORMATION SERVICES**

The Cyprus VACs website provided and powered by THE EXTERNAL SERVICE PROVIDER, will contain information, material and documentation provided and approved by the Cyprus High Commission. The information provided by the website will include full details of the application procedure, rules and general information relevant to visa applications, list of supporting documents, according to the Visa type, visa fee list, THE EXTERNAL SERVICE PROVIDER service fee, local methods of payment, specifications for biometric identifiers, online status tracking module, VACs operating hours, and a holiday list, address and contact details of the VACs and the Cyprus High Commission, contact details and opening hours of the call centre, helpdesk email ID, useful links, place for customer feedback, grievance address forum and other information that may be agreed upon.

**APPLICATION TRACKING**

THE EXTERNAL SERVICE PROVIDER will provide an application tracking system via four means: online tracking, SMS services, via call centre, and in person at the VAC.

**INTERVIEW**

Interviews of applicants will be carried out by the Cyprus High Commission, which will inform THE EXTERNAL SERVICE PROVIDER, in writing, as and when it decides, which applicants are required to undergo an interview in person at the Cyprus High Commission. THE EXTERNAL SERVICE PROVIDER will pass the information on to the applicant and report back to the Cyprus High Commission.

**CONFIDENTIALITY – DATA PROTECTION**

Both Parties will keep confidential all information concerning the other’s business disclosed to them, which is not in the public domain.

THE EXTERNAL SERVICE PROVIDER will take all necessary precautions to ensure that all information obtained from the Cyprus High Commission in execution of this contract, is used in compliance with the Data Protection restrictions included in the Cyprus Law as well as in the relevant EU legislation.

Provisions regarding the EXTERNAL SERVICE PROVIDER’s activities in respect of data protection, conduct of staff, verification of the performance of activities and general requirements are defined in Annex I.

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**COMPLIMENTARY SERVICES**

THE EXTERNAL SERVICE PROVIDER would handle the distribution of messages and information, regarding consular operations and public service, from the Cyprus High Commission and tourism-related literature published by the Cyprus Tourism Organisation for visa applicants. These messages and literature shall be placed at the VACs for free access by visa applicants. These services will be provided at no charge to the Cyprus High Commission and to visitors of the Cyprus VACs.

**GOVERNING LAW AND DISPUTE RESOLUTION**

The agreement that will be signed with the successful tenderer shall be governed, construed and enforced in accordance with the Law of the Republic of Cyprus and shall be subject to the immunity clauses provided by the Vienna Convention on Diplomatic Relations. The Republic of Cyprus shall apply the Agreement in compliance with the European Union Law and especially its data protection rules for the processing of personal data.

Any dispute, controversy or claim arising out of or in relation to the Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to the competent court of the Republic of Cyprus.

**DURATION OF THE CONTRACT**

The contract will be valid for two years, and will be renewable, on mutual consent, for a successive two years’ period. It can be terminated by either party, given a three (3) months’ written notice to the other party. The Cyprus High Commission will reserve the right to terminate the Agreement on a one (1) month’s written notice, in case THE EXTERNAL SERVICE PROVIDER does not respect its obligations under the agreement or incompatibility of the content of the agreement with future EU regulations concerning the issuance of visas or force majeure events.

Agis Loizou

High Commissioner

High Commission of the Republic of Cyprus

 New Delhi

ANNEX I

**LIST OF MINIMUM REQUIREMENTS TO BE INCLUDED IN THE LEGAL INSTRUMENT OF COOPERATION WITH EXTERNAL SERVICE PROVIDER:**

A. In relation to the performance of its activities, the external service provider shall, with regard to data protection:

(a) Prevent at all times any unauthorized reading, copying, modification or deletion of data, in particular during their transmission to the diplomatic mission or consular post of the member States (s) competent for processing as application;

(b) In accordance with the instructions given by the Member States (s) concerned, transmit the data,

-- electronically, in encrypted form, or

--physically, in a secured way;

(c) Transmit the data as soon as possible:

--in the case of physically transferred data, at least once a week,

--in case of electronically encrypted data, at the latest at the end of the day of their collection;

 (d) Delete the data immediately after their transmission and ensure that the only data that might be retained shall be the name and contact details of the applicant for the purposes of the appointment arrangements, as well as the passport number, until the return of the passport to the applicant, where applicable;

(e) Ensure all the technical and organizational security measures required to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the cooperation involves the transmission of files and data to the diplomatic mission or consular post of the Member State(s) concerned and all other unlawful forms of processing personal data;

(f) Process the data only for the purpose of processing the personal data of applicants on behalf of the Member States (s) concerned;

(g) Apply data protection standards at least equivalent to those set out in Directive 95/46/EC;

(h) Provide applicants with the information required pursuant to Article 37 of the VIS Regulation.

B. In relation to the performance of its activities, the external service provider shall, with regard to the conduct of staff:

(a) Ensure that its staff in the performance of their duties:

- receive applicants courteously,

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- respect the human dignity and integrity of applicants,

- do not discriminate against persons on grounds of sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation, and

- respect the rules of confidentiality which shall also apply once member of staff have left their job or after suspension or termination of the legal instrument;

(c) Provide identification of the staff working for the external service provider at all times;

(d) Prove that its staff do not have criminal records and have the requisite expertise.

C. In relation to the verification of the performance of its activities, the external service provider shall:

(a) Provide for access by staff entitled by the Member States(s) concerned for its premises at all times without prior notice, in particular for inspection purposes;

(b) Ensure the possibility of remote access to its appointment system for inspection purposes;

(c) Ensure the use of relevant monitoring methods (e.g. test applications; webcams);

(d) Ensure access to proof of data protection compliance, including reporting obligation, external audits and regular spot checks;

(e) Report to the Member State(s) concerned without delay, any security breaches or any complaints from applicants on data misuse or unauthorised access, and coordinate with the Member State(s) concerned in order to find a solution and give explanatory responses promptly to the complaining applicants;

D. In relation to general requirements, the external service provider shall:

(a) Act under the instructions of the member State(s) competent for processing the applications;

(b) Adopt appropriate anti-corruption measures (e.g. provision on staff remuneration; cooperation in the selection of staff members employed on the task; two-man-rule; rotation principle);

(c) Respect fully, the provision of the legal instrument, which shall contain a suspension or termination clause, in particular in the event of breach of the rules established, as well as a revision clause with a view to ensuring that the legal instrument reflects best practice.

ANNEX II

Cyprus Visa application Centres to be set up in India:

1. New Delhi

2. Chandigarh

3. Jalandhar

4. Mumbai

5. Pune

6. Ahmadabad

7. Chennai

8. Bangalore

9. Hyderabad

10. Pondicherry

11. Cochin

12. Kolkata

13. Gurugram

14. Jaipur

15. Trivandrum

16. Goa