

REQUEST FOR PROPOSAL (RFP) DOCUMENT

FOR
SELECTION OF
SERVICE PROVIDER
TO ESTABLISH AND MANAGE

PRAVASI BHARATIYA SAHAYATA KENDRA (PBSK) AT DUBAI

ISSUED BY

**EMBASSY OF INDIA
ABU DHABI**

(Address-Plot No. 10, Sector W-59/02,
Diplomatic Area,
Off the Sheik Rashid bin Saeed Street
P. O. Box 4090,
Abu Dhabi, United Arab Emirates.
Contact No.0097124492700)

&

**CONSULATE GENERAL OF INDIA
DUBAI**

(Address-Al Hamriya, Diplomatic Enclave
P.O. Box 737, DUBAI
United Arab Emirates.
Contact No.0097143971222/333)

DISCLAIMER

1. This Request for Proposal (RFP) document is not an agreement or offer by the Embassy of India, Abu Dhabi (EOI) & Consulate General Of India, Dubai (CGI) to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information to assist the formulation of their Bids.

2. While this RFP has been prepared in good faith, neither Embassy Of India, Abu Dhabi nor the Consulate General of India, Dubai nor its employees or advisors/consultants make any representation or warranty expressly or implied as to the accuracy, reliability or completeness of the information contained in this RFP. Intimation on any discrepancy shall be given to EOI within 10 days of publishing of RFP. If no intimation is received from any Bidder within 10 (ten) days from the date of publishing of this RFP document, it shall be considered that the issued document is complete in all respects.

3. Neither the EOI nor the CGI , its employees nor its consultants, will have any liability to any Bidder or any other person under the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the project, the information supplied by or on behalf of Embassy of India or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said Project.

4. By participating in the bid, the Bidder or each one of the Members of any Consortium shall be deemed to have confirmed that the Bidders are fully satisfied with the process of evaluation of the Responses to RFP and the Embassy of India's decision regarding the qualification or disqualification or short listing of the Bidders . The Bidders hereby expressly waive any and all objections or claims in respect thereof.

5. This RFP may be withdrawn or cancelled by the EOI or CGI at any point of time without assigning any reason thereof. EOI & CGI further reserve the right, of complete discretion to reject at any point of time any or all of the Bids without assigning any reasons whatsoever.

**Embassy of India
Abu Dhabi**

This Request for Proposal document for selection of a Service Provider (SP) through a competitive bidding process to establish PBSK in Dubai is published by First Secretary (Community Affairs) (FS (CA)) of Embassy of India, Abu Dhabi on behalf of Government of India.

The bids in sealed cover (Superscribed as **BID FOR ESTABLISHING AND MANAGING PRAVASI BHARATIYA SAHAYATA KENDRA (PBSK) AT DUBAI**) as stipulated in the relevant sections of this document should be submitted to:

Head of Chancery,
Embassy of India,
Plot No. 10 Sector W-59/02
P.O.Box 4090
Diplomatic Area,
Off the Sheikh Rashid bin Saeed Street
(Previously known as Airport Road), ,
Embassy District
Abu Dhabi,
UAE.

Contact No. 024492700/email:hoc.abudhabi@mea.gov.in

The last date for receipt of the bids is 17.03.2020, 05.00PM

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INTRODUCTION, ELIGIBILITY AND INSTRUCTIONS TO THE BIDDERS

The Government of India has established Pravasi Bharatiya Sahayata Kendra (PBSK) at Dubai for the benefit of the Indian community in the United Arab Emirates. PBSK is run by an outsourced agency under the supervision of Embassy of India, Abu Dhabi (EOI) and Consulate General of India, Dubai (CGI) .

Bidding will be through a competitive bidding process. Bidders will be assessed for both technical competence and financial ability to set up and run the PBSK. The EOI & CGI now invites offers / Bids for selection of a Service Provider (SP) to run the Pravasi Bharatiya Sahayata Kendra (PBSK) at Dubai .

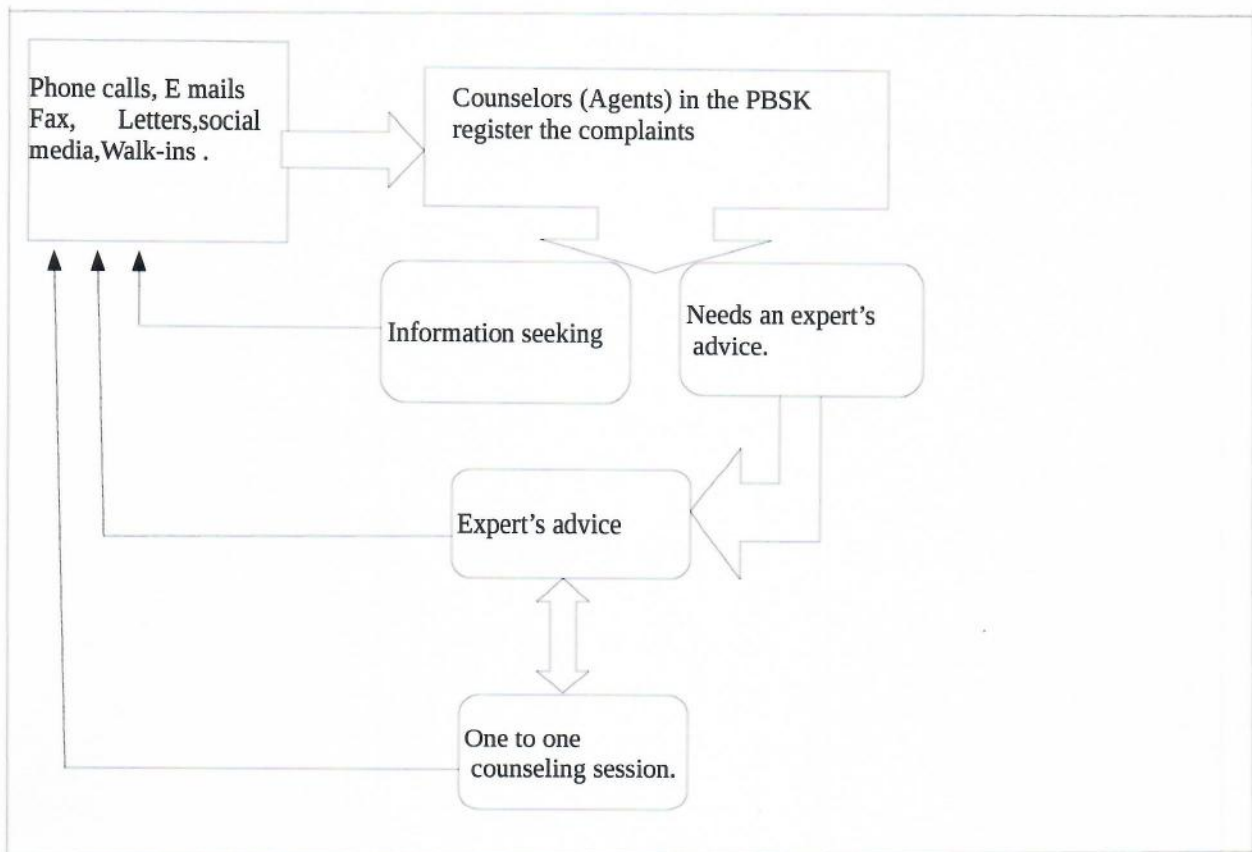
1. Scope of Work:

1.1. The areas covered by the PBSK would be related to all issues concerning Overseas Employment and Immigration of migrant Indian community including :

- i. a 24x7 HELP LINE .
- ii. Receive, register and monitor the grievance /petitions
- iii. Conduct awareness campaigns and counseling sessions for the Indian community on legal, financial, medical and psychological issues.

PBSK -Dubai will be an outsourced facility to handle issues pertaining to the Indian community in the UAE. The primary objective of this facility is to assist the EOI & CGI. This center will not replace the services provided in the EOI & CGI.

1.2. **24x7 HELP LINE:** A toll free helpline is already in operation at the existing Centre. The SP should have sufficient number of multilingual agents to attend the incoming calls on toll free help line. The 24 x 7 help line (call Centre) should be having a minimum of five channels (five persons can simultaneously talk to PBSK at a time) The average waiting time for the caller should be the minimum. These lines will be subscribed by the EOI directly and provided to the SP. The SP will pay the charges towards the toll free line and the same will be reimbursed by the EOI later. To begin with, there will be two Counselors manning the lines. Depending on the flow of incoming calls, the number of Counselors will be increased. The average call waiting time should be monitored regularly and shall be the basis for increasing the number of Counselors at the PBSK. There shall be a supervisor to supervise the functioning of the centre. The suggested flow of actions for handling a call from an Indian is indicated below.

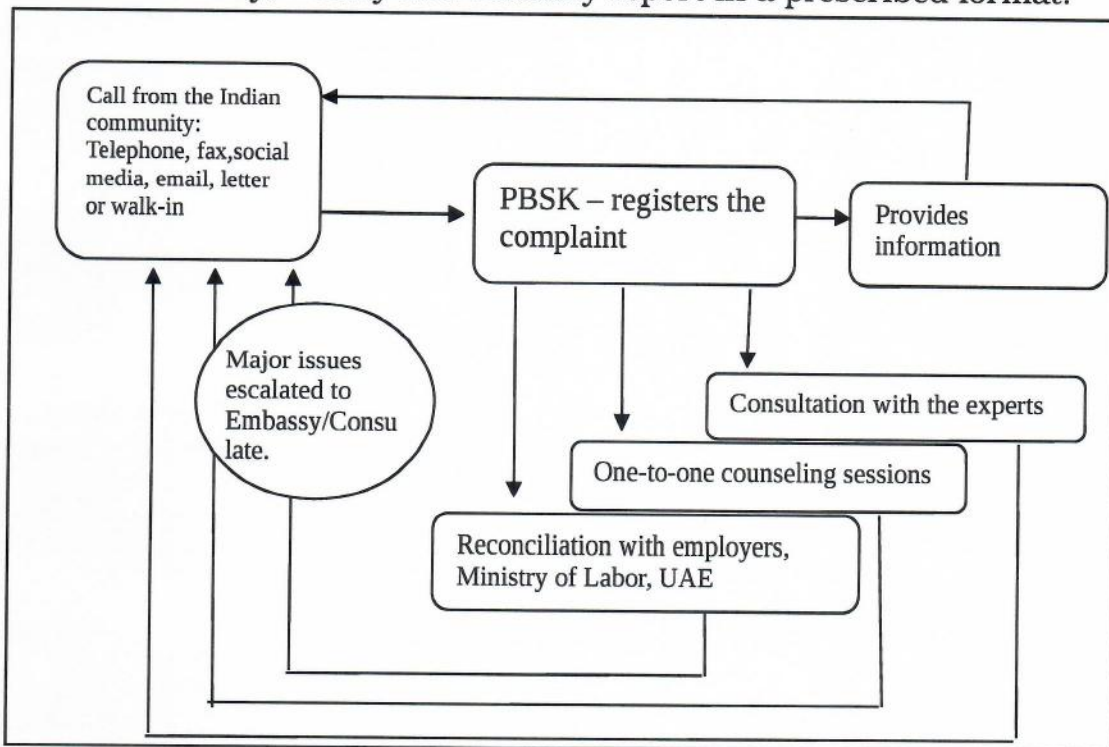


1.3. Walk-in Counters: The walk-in counter should be located preferably within one kilometre radius from the CGI to have better coordination and supervision for providing better services to the community. The Centre shall function between 8 AM and 8 PM daily. Depending upon the requirement, similar walk in counters may be opened in other emirates. These centers will have a minimum of two counters to receive the petitions. These counters will receive the petitions and provide counseling services. CCTV cameras would be installed at the Centre which would be monitored by CGI. Besides, the centre should have basic facilities like provision of a drinking water, a toilet and seating capacity to hold at least 50 people at a time. A token system to regulate the people is desirable.

1.4. Experts: The centre should have experts in the field of legal, psychological and financial matters. Of them, the psychological expert should be available in a 24X7 manner to attend to the distress calls. The other experts in the legal and financial matters may be available online or at predetermined date and time to offer their services. Whenever, a distress call comes in to the centre, the same shall be attended to by the psychological experts. Similarly, if other experts are also available on phone, the call should be transferred and an online instant

counseling should take place. However where the matter needs to be examined in detail, a date and time be allotted to the caller requesting him/her to come over for a counseling session. Depending upon the number of such scheduled counseling sessions, the SP could organize the one-to-one counseling sessions outside Dubai. The Counselors attending the calls should be able to converse in at least four Indian Languages Hindi, Malayalam, Tamil and Telugu and also atleast two of the six Counselors should have basic knowledge of Arabic (speaking, reading and writing). Similarly effort should be taken to appoint experts with knowledge of the Indian Languages for the benefit of the Indian community. The Counselors attending the calls received through toll free helpline and the supervisors manning the walk-in counter/centre should have graduation as their minimum qualification.

1.5. Receive, register and monitor the grievance petitions: All the calls shall be registered with a brief description of the complaint. Even if it is a call seeking information, the same needs to be registered. The registered number will be the reference number. The same should be informed to the caller for further reference. Guidance from the EOI and the CGI should be obtained in cases where the matter is a serious one or where there is a public interest involved. There shall be a daily, weekly and monthly report in a prescribed format.



1.6. Conduct awareness campaign and counseling sessions to the needy Indians in legal, financial and medical issues: The awareness campaigns shall be organized as frequently as possible. It is expected that, the campaign should be properly advertised and a minimum 100 Indians (preferably workers) in

every meeting. The campaign could be in the form of talk by experts, seminars, panel discussions or question answering.

A minimum of 4 (four) sessions shall be organized in a month which may be increased or decreased on requirement basis. The topic shall be rotated between legal, financial and medical issues in the ratio of 50:25:25. Experts with knowledge of at least one south Indian language and Hindi should be engaged for an effective interaction. The schedule for the group awareness campaign, including the topic proposed to be covered and the expert chosen for the event should be approved by the EOI & CGI well before the due date. This will facilitate good dissemination of the information to the Indian community at large.

1.7. Counseling services: The individual personal one-to-one counseling sessions should be arranged by the SP depending upon the requirements. However, this should be restricted to only serious issues. Such Counselors should be engaged purely on pro-bono basis. The entire process of setting up the counseling session and the suggestion provided shall be given in a summary form to the EOI & CGI. Counseling will be mainly in the nature of Psychological counseling. Other areas where the counseling will be are in legal and financial matters. There are many unseen psychological issues in the Indian community. Job-related issues, financial woes, marital and personal issues etc. are inducing unprecedented stress levels in the Indian community. Some of the deaths of Indian nationals in the UAE are suicides. The features of the psychological counseling should be:

- (i) The Counselor considered for this position should at the minimum, have a Bachelor's Degree in Counseling/Psychology and/or Crisis Management from an accredited University.
- (ii) Past experience in managing such hotlines or dealing with sub-continental cases should be considered before appointing them to handle the calls.
- (iii) The professional recruited should be multilingual.
- (iv) All the appointments of Counselor should go through a vetting process for temperament, command over languages, listening skills, ability to handle crisis, ability to maintain emotional calm during calls.
- (v) All the meetings and calls would have to be handled in a confidential and professional manner by the Counselor.
- (vi) Content of all cases, including calls with history, presenting problem and the outcome, should be documented.
- (vii) As and when appropriate follow-up calls should be done on the status of the client.
- (viii) Regular, frequent training and supervision should be provided to the professionals.
- (ix) Quality check on the effectiveness of the Counselors would be needed.
- (x) Random monitoring of calls by professionals should be done for feedback and improvement.

- (xi) Quarterly performance report should be produced to assess the efficacy of the programme.

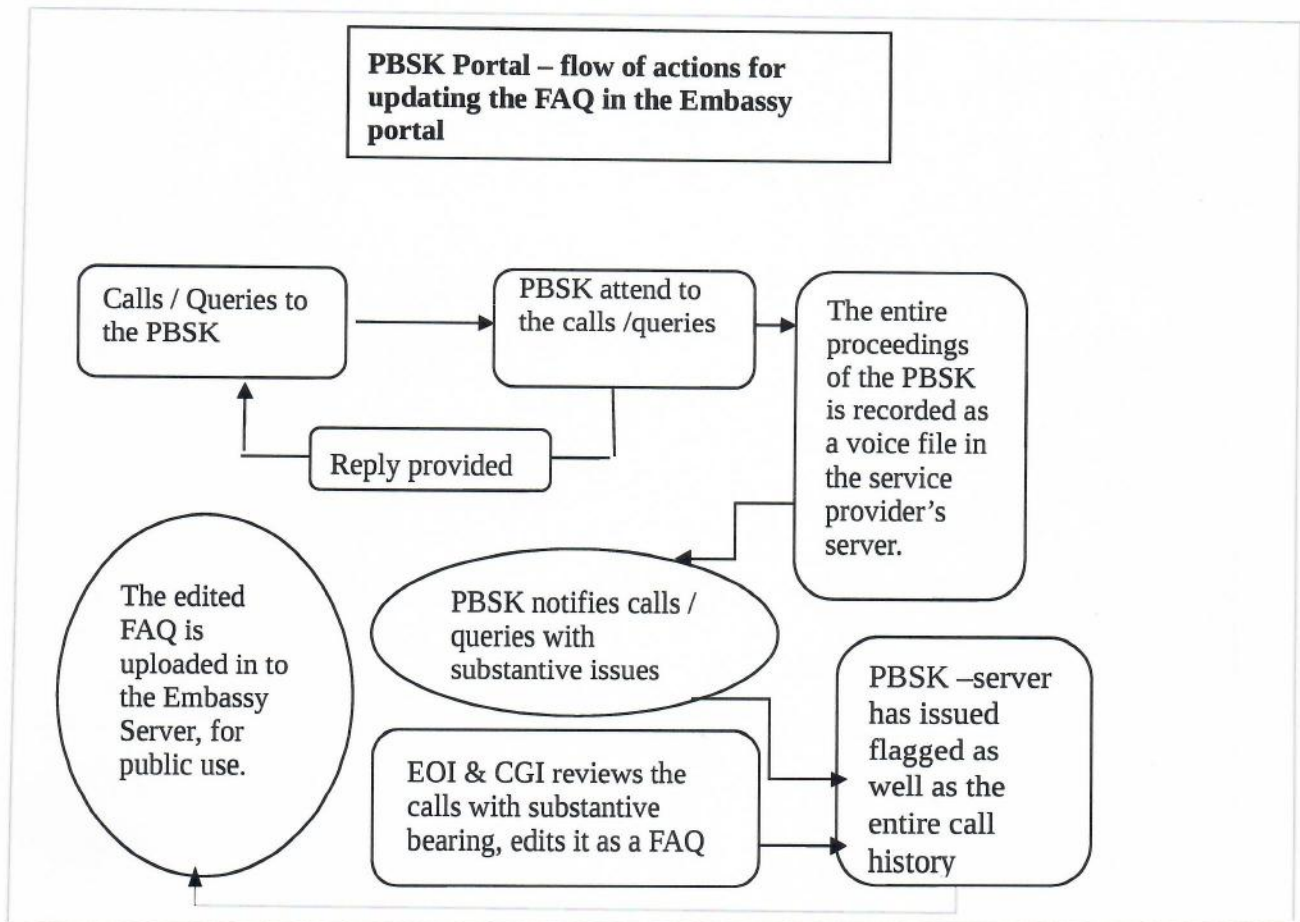
1.8 Legal Counseling:

- (i) This facility would be to offer initial legal advice only.
- (ii) The Legal Counselor would have to be well versed with all aspects of the UAE laws and judiciary system.
- (iii) A lawyer with Law Degree from an accredited University and with at least ten years experience in the UAE should be considered for this position. (Note: Only UAE nationals can appear in local courts. Foreign lawyers, like Indian nationals can only prepare briefs and do the paperwork).
- (iv) Legal experience in India would be an added advantage.
- (v) Brief report on every consultation given would have to be maintained with strict confidentiality.
- (vi) A quarterly performance report would need to be produced for evaluation of the service.
- (vii) In case of legal Counselors, anyone who gives counseling on a particular case will not be lawyer on the same case in Court.

1.9. Financial Counseling: Financial debt issues faced by the Indian community would be at the heart of the service.

- (i) Financial Counselor would be expected to suggest ways out for community members in different forms of financial debt, including loan defaults, cheque bouncing, credit card payments, etc.
- (ii) The Financial Counselor should be a finance professional with about ten years experience in the UAE and should have at the minimum a Bachelor's Degree in Economics/Finance/MBA.
- (iii) The Financial Counselor would also have to be well versed with the Indian financial system.
- (iv) Case documentation, confidentiality and quarterly performance assessment will be required to be kept.

1.10. PBSK Portal: CRM including portal will be developed by the SP to record the entire proceedings of the resource centre. The access could also be extended to the experts on the panel for them to provide the answers. Public will also have the access to follow up the status of their queries in the portal. The SP will develop an appropriate application for handling all these requirements. The suggested structure for operating the portal and the system will be as follows:



The proposed system should be capable of:

- a. Capability to record all calls (both incoming and outgoing),
- b. Caller ID and repeated Caller Identification,
- c. Caller Information Recording,
- d. Call status monitoring
- e. Call waiting time
- f. Call agent performance
- g. Call duration,
- h. Abandoned calls
- i. Overall performance.
- j. A Web Based Customer Care and Complaint Management System
- k. Option to login complaint/enquiry/suggestions
- l. Account creation for each customer (by Callers/Web Users and Walk In Customers)
- m. Unique Ticket Number generation for all complaints
- n. Associating the recorded calls to the caller complaint/enquiry ticket.

- o. The cases generated by Call taker will be available to the Back office user and Subject Matter Expert where they will carry out the necessary operations
 - i. The agents to list the tickets based on caller Id or email id of the caller
 - ii. The agents to check the current status of the tickets from the list
 - iii. The agents cannot forward the ticket to the concerned subject matter expert
 - iv. Subject Matter Expert can view the list of the tickets and can view the detailed information of the ticket
 - v. Subject matter expert can take an action and enter/edit the action taken and the system shall enter automatically the action date.
 - vi. Subject matter expert can assign the ticket to some one of his department so as to close it or to take an action.
 - vii. Subject matter expert can transfer the ticket to any one of his department or other departments
 - viii. Subject matter experts can update the status of the tickets
 - ix. Ticketing system should be able to send email and SMS to the customer so as to update the customer by the current status of his complaints
 - x. Ticketing system shall be integrated with CRM as well as to the website
- p. Web Site shall enable the customers over the internet to do the following tasks which is integrated with ticketing System.
 - i. Sign on if the customer is new
 - ii. Sign in if the customer is an existing customer
 - iii. Change his password
 - iv. Submit a new complaint/suggestion/lost and found along with attachment capability
 - v. Follow up the status of the submitted request
- q. Ticketing system shall be able to update the customer by emails and SMS
- r. A new ticket will be generated for every complaint for the details forwarded by the customer and inserted in the Complaint Management System and a button click to generate ticket is pressed in the complaint management system.

1.11. To develop and maintain a website and mobile application for PBSK including chatbot (facility of interactive chat to reply relevant questions/queries of Indian nationals)

1.12. Use of Social media. Facebook page and Twitter handle for dissemination of information and wide publicity and to have connectivity with Indian Diaspora living in UAE.

1.13. Verification of Job offer Letters. Request to be received either directly from the concerned job seekers or through EOI & CGI. To verify the genuineness from respective company or UAE local authorities and reply by email to the concerned person.

1.14. Coordination and FAQ: The PBSK will work under the supervision of FS (CA) , EOI & Consul (Labour), CGI. The supervisor in the PBSK should familiarize himself with the most frequently occurring queries, and be able to analyze and prepare performance report. The format for filing this report will be finalised after the selection process. The report should be filed on weekly, fortnightly and monthly basis. The center should also develop standard operating procedures of the call centre as per the advice of EOI & CGI.

1.15. Reports and Monitoring: The SP has to give a monthly report indicating the following parameters:

- (i) Calls received by the PBSK (Language wise for each of the shifts).
- (ii) No. of grievances received & pending against employers (as on date)
- (iii) No. of grievances received and pending against Recruiting Agents.
- (iv) No. of grievances received and pending against UAE based Recruiting Agents.
- (v) No. of grievances received and pending against Pravasi Bharatiya Bima Yojana (PBBY) claims.
- (vi) Other grievances received and pending.
- (vii) Total no. of grievances registered by PBSK (should be sum of (ii) to (vi))
- (viii) Report on the awareness campaign taken up by the PBSK
- (ix) Report on the other activities as mandated under existing contract of PBSK.
- (x) Any other necessary details.

to OIA Division of Ministry of External Affairs (MEA), the EOI & CGI with analysis and findings in the proforma decided between the EOI and the SP. While the administrative and financial management of the Centre would be the responsibility of the SP, the overall monitoring of the Centre would be with the EOI.

1.16. Customer Satisfaction report & Evaluation: A monthly evaluation will be carried out by the EOI & CGI on the functioning of PBSK. The monthly report shall include a customer satisfaction report from the people who have utilized the service of the resource centre. Any shortcomings in the functioning of the resource centre will be reviewed closely and if corrective actions are not taken in a reasonable time frame, the performance guarantee will be revoked and the contract terminated.

1.17. Premises and staff of PBSK at no point will be used for any other purpose other than the activities of PBSK and as directed by EOI & CGI . Not abiding by any of the conditions may lead to termination of the contract /services.

1.18 The copyrights of the website/social media platforms /software developed etc. as above would belong to EOI.

2. Proposed timelines:

Sl. No	Activity	Time limit
1	Pre-bid meeting	09.03.2020
2	Last date for final bid submission	17.03.2020
3	Opening and evaluation of Technical bid & EMD	23.03.2020
4	Opening of Financial bid	25.03.2020
5	Last date of submitting clarification by bidders if sought by EOI regarding bid	26.03.2020

All Bidders are required to submit their Bid in accordance with the instructions set forth in this RFP including the time limit proposed. EOI at its own discretion may amend the time lines at any time during the bidding process.

3. Basic Eligibility Criteria:

Bidder should agree to all the conditions mentioned in this document. The following documents should be submitted along with the bid:

	ATTACHMENT-I	CERTIFIED DOCUMENTS REQUIRED
(a)	Earnest Money Deposit (EMD): The bidder will have to deposit United Arab Emirates Dirham (AED) 85,500/- as earnest money deposit in the form of a Demand Draft or an irrevocable Bank Guarantee payable in United Arab Emirates, in favour of Embassy of India, Abu Dhabi. This amount will be refunded to the unsuccessful bidder.	Demand Draft of AED 85,500/- in favour of Embassy of India, Abu Dhabi
(b)	The agency should be a profit making company having an Annual turnover of more than AED 25,00,000/- during the last three years. .	Documentary proof for the same may be provided
(c)	The Bidding Company should have ISO-9001-2008 (or equivalent) certification for quality management and ISO-27001-2013 (or equivalent) certification for IT related services .	Copy of the certification may be provided
(d)	Experience in handling a call center and providing counseling services.	Copies of relevant documents may be

		provided.
(e)	Experience in handling grievances related to labor dispute, company matters, consular issues or general complaints from the Indian public at least for one year.	Copies of relevant documents may be provided..
(f)	The agency should have neither been blacklisted by any Government Department nor any Criminal case is registered against the firm or partners anywhere in UAE/India.	A self-declaration by the agency to this effect may be provided.
(g)	The ability to source quality experts in the field of legal, medical, psychological and financial matters at relatively competitive costs.	Supporting documents to show the presence
(h)	Ability to meet the initial cost in setting up the center and to run the center for three months without depending wholly on the EOI and to obtain local permissions, licenses etc wherever required from concerned local authorities.	A self-declaration by the agency to this effect may be provided.
(i)	Positive endorsements / Credibility certificate from the existing clients	Copies of the same may be provided
(k)	The premises, preferably owned to house the counseling centers	Supporting documents to show the same.

4. Submission of Bid.

- 4.1 Bidders shall familiarize themselves with the procedures and time frames suggested by EOI & CGI.
- 4.2 The bids should be submitted manually in the EOI in sealed envelope. Sealed Technical bid shall be submitted in Annexure-I and Sealed Financial bid in Annexure-II separately.
- 4.3 Bidder shall submit the bid in complete form. Any incomplete document will make the bid liable for rejection.
- 4.4 Execute the RFP Project Documents in required number of originals so as to ensure that one original is retained by each party to the Agreement(s). All stamp duties payable for executing the RFP Project Documents shall be borne by the Successful Bidder.

- 4.5 If the Selected Bidder fails or refuses to comply with any of its obligations under various Clauses in this document, and provided other parties to the respective RFP Project Documents are willing to *execute the said documents* such failure or refusal on the part of the Selected Bidder shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the EOI & CGI shall be entitled to invoke the Bid Bond of the Selected Bidder.
- 4.6 The contract will be valid for three years from the date of signing and maybe extended for one more year at the discretion of the EOI.

5. Evaluation Criteria:

5.1. The bids will be evaluated in two stages: technical evaluation to precede the financial evaluation. Technical evaluation will focus on the technical competency in terms of experience and expertise the bidders are claiming to possess. The ability to start the center in a shorter notice of within a month from receiving Letter of Intent and the ability to sustain the center for at least three months without any payout from EOI & CGI will also be assessed using the documents submitted along with the RFP document. Experience in activities similar to the ones proposed for the PBSK will be given adequate weightage. Endorsements from the present clients, on the ability to manage similar assignments / handling public grievances etc. will be given adequate weightage. The following will be the marking scheme for the evaluation of technical bids:

Qualification Criteria and marking

S. No.	Eligibility Criteria	Certified Document to be submitted with proposal*	Technical Qualifying Marks
1	Legal Entity & Existence: The bidding company must be operational in UAE and should have a valid Commercial Trade License / Membership certificate of Chamber of Commerce & Industry in the UAE	Copy of Commercial Trade License / Membership Certificate of Chamber of Commerce & Industry in the UAE.	30
2	Initial cost: The Bidders should have ability to meet the initial cost in setting up the centre and run the centre for the initial three months.	Self-declaration that the company is a profit making entity along with Copy of Certificate for annual turnover of more than AED 25,00,000/- from the	20

		statutory auditor for the last three financial years.	
3	Past Experience: The bidding company must have at least one year experience in handling grievances related to labor / weaker section disputes, /Company matters, consular issues or general complaints from the Indian public.	Work Orders issued by client / Project completion certificate	20
4	Call Centre Experience Experience in handling a call center and providing counseling services.	Copies of relevant documents may be provided.	10
5	Experts: The Bidding company should have presence of either in-house experts or outsourced experts in the field of legal, medical and financial matters.	Supporting documents to show the presence	10
6	Certification: The Bidding Company should have ISO-9001-2008 (or equivalent) certification for quality management and ISO-27001-2013 (or equivalent) certification for IT related services.	Copies of these certifications.	10

Note:

1) All the details and the supportive documents for the above mentioned terms along with the details under ATTACHMENT – I should be submitted as Annexure –I.

2) Minimum Qualifying Marks will be 70 for Technical Bid.

5.2. In Stage II, the financial bids of ONLY THOSE QUALIFIED in the technical evaluation will be opened. While the break-up of the estimated cost will be used for the purposes of comparison, the total monthly cost quoted by the bidder as per the ROW NO. 10 of the financial bid alone will be the deciding factor to select the SP. In case of any disputes, decision of EOI would be final and binding.

5.3 In case of a tie in the financial cost, bidder obtaining higher score in technical evaluation would be awarded the contract.

6. **Performance Guarantee Bond:** On successful bidding, the bidder will have to furnish an irrevocable Bank Guarantee of an amount AED 4,27,500 (AED Four lac twenty seven thousand five hundred only) payable in the UAE. The format for the performance guarantee will be circulated separately before the date of submitting the bid. The Performance Guarantee should be payable for the entire duration of the contract at the time of initial signing of contract itself. Further, the contract could be extended by one more year subject to the EOI & CGI desire to do so. Thus, this contract will be for three years extendable by another one year. Accordingly the Performance Guarantee shall also be extended by the successful bidder for the renewed period of contract.
7. **Point of contact in case of bidding Consortium:** In case of Bid being submitted by a Consortium, the Lead Member of the Consortium will be the single point of contact for the purposes of the bid process before the date of signing of last of the RFP Project Documents. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of the EOI & CGI, the EOI & CGI shall not bear any liability whatsoever on this account.
8. **Service Charges:** The Service Charges shall be as specified in the financial bid and shall be payable to the SP in AED only. The Bidders shall quote Service Charges as per the format attached to this document.
9. **Clarifications and Pre-bid Meeting:** The Bidders may seek clarifications or suggest amendments to the RFP in writing, through a letter or by e-mail to reach the EOI at – First Secretary (CA), Embassy of India, PO Box 4090, Embassy District, Abu Dhabi, UAE, e mail: ca.abudhabi@mea.gov.in before the pre-bid meeting.

The Bidders or their authorized representatives are invited to attend the pre-bid meeting(s), which will take place on date as specified in above or any such other date as notified by the EOI . The time and address of this would be intimated later.

The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders. Non-attendance at the pre-bid meeting will not be a cause for Disqualification of a Bidder.

In case Bidders need any further clarifications not involving any amendments in respect of final RFP, they should ensure that written request for such clarification is delivered to the EOI within three days of issue of revised RFP. The EOI may issue clarifications only, as per its sole discretion, which is considered reasonable by it. Any such clarification issued shall be sent to all the participating Bidders. Clarifications sought after this date shall not be considered in any manner and shall be deemed not to have been received. There shall be no extension in Bid Deadline on account of further clarifications sought by the bidder.
10. **Bid Formats:** The Bids in response to this RFP will be manually submitted in the Embassy in Sealed Cover by the Bidders in the manner provided in this document and shall comprise of the following:

10.1. **Annexure I – Non- Financial Bid / technical bid** for setting up and running the PBSK at Dubai according to the details given under Annexure I.

10.2. **Annexure II – Financial Bid:** The financial bid shall be separately submitted as Annexure II. The financial bid shall be in the format prescribed. Incomplete format or altered format shall be liable for rejection.

11. Payment of service charges: The SP will be paid the approved cost for carrying out the required number of activities employing prescribed number of persons. However, for every activity not completed or under employment, there shall be a proportionate reduction in the payment. Similarly, for every additional person employed or additional activity carried out with the approval of the EOI & CGI, the SP will be paid as per the Table II of Annexure II (Financial Bid). The claim invoice for the month should be accompanied by the monthly report and biometric attendance sheet of all the staff members including supervisor on or before 5th of the subsequent month. Payment will be made –as far as possible – by the 10th of the same month. The invoices should be addressed to the FS(CA) in the EOI. However, in case of any pending clarifications sought by the EOI, payment of service charge may be delayed.

The monthly payment of the invoices will be done through direct bank transfers to the local bank account of the successful bidder.

12. Complaints against the SP: Any complaints relating to the deficiency of service will be examined by the FS (CA) of EOI & or Consul (Labour), CGI . After examination, FS(CA)/Consul (Labour) will submit a report to Ambassador/CG. If the complaint and enquiry report thereof indicates any serious failure on part of the SP, a termination notice of three months' duration may be served upon the SP.

13. Terms & Conditions.

- (a) The bid security of the unsuccessful bidder will be returned within 30 days of the award of contract. No bid will be accepted without requisite EMD. In the absence of EMD, the tender shall be summarily rejected. EMD shall not carry any interest.
- (b) The Bid security (EMD) will be forfeited on account of one or more of the following reasons:- i)The Bidder withdraw/modify the bid during the period of bid validity. Ii) In case the selected bidder fails to sign the agreement in time and furnish performance bank guarantee.
- (c) No amendments/changes in the bid will be allowed after the last date of submission of bids.
- (d) Bidder must be well conversant in the terminologies used by the various agencies of Government of India and well versed in their uses.
- (e) EOI may in its sole discretion and at any time during the processing of RFP, disqualify any bidder from the process if the bidder has
 - (i) Submitted the RFP after the scheduled date and time.
 - (ii) Firms/agencies not meeting the eligibility criteria.

- (iii) Made misleading or false representations in the certificates, statements and attachments submitted to EOI & CGI.
 - (iv) If found to have a record of poor performance such as abandoning works, not properly completing the contracts, inordinately delaying completion, or financial failures etc. and blacklisted by any State/Central Government departments/Organisations.
 - (v) Submitted a RFP which is not accompanied by required documents and Bid security.
 - (vi) Failure to provide clarifications related thereto, when sought.
 - (vii) Submitted more than one RFP.
 - (viii) Been found to canvas, influence or attempt to influence in any manner the selection process or the committee by offering bribes or other illegal gratification.
- (f) All the firms participating in the tender must submit a list of their owners/partners etc. if applicable.
- (g) The bidder must furnish any other related documents as and when requested by the MEA/EOI.

14. Penalty.

Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Bank Guarantee (PBG) as well as disqualification of the bidder from participating in future tenders. Any delay/deficiency in rendering services as mentioned in the Scope of work may result in withholding/deducting 5% amount of the billed invoice .

15. Settlement of Disputes and Arbitration- All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to arbitration. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended up to date, by a sole arbitrator. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings. The sole arbitrator shall be appointed by the mutual consent of the Parties or in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the place of arbitration shall be New Delhi. The Courts of New Delhi will have jurisdiction over the dispute under Arbitration, wherever applicable, under provisions of the Arbitration and Conciliation Act, 1996 .The decision of the sole arbitrator shall be final and binding on the parties. If the dispute could not be resolved, either of the party will have the option to issue termination notice. The period of the termination notice shall be three months. In case of any financial claim, either of the party may resort to judicial process as applicable, in the Courts of New Delhi.

16. Forfeiting of the Performance Bank guarantee: Wherever, the EOI has a claim on the compensation, the performance bank guarantee will be forfeited to recover the damages under claim. If the claim amount is over and above the performance guarantee amount, EOI & CGI may refer to Arbitration by a sole Arbitrator .

17. Force Majeure.

1. MEA may consider relaxing the penalty and delivery requirements, as specified in tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.

2. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

3. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

4. The affected Party shall also notify the other party of any changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the party not affected by the occurrence of a cause constituting force majeure shall take such actions as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the contract.

5. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the MEA shall have the right to suspend and terminate the Contract on the same terms and conditions with immediate effect. In any case, the MEA shall be entitled to consider the Contractor permanently unable to perform its obligations, wholly or in part, by reason of force majeure.

18. TRANSITION.

In the event of termination/expiry of the agreement, the successful bidder who would be the SP would need to effect a smooth and harmonious transition to the EOI or to any other person or entity that the EOI may designate and to also maintain during such period of transition the same quality of services as per the RFP. During the transition period, the SP will have to hand over all data and information related to the services provided under this RFP, impart training to the staff of the newly appointed entity by the EOI, provide details of all social media platforms including the username, passwords, all electronic data etc and any other data/documents within the control/possession of the SP that may be required for the smooth transition of services as referred to above.

Annexures Enclosed:

Annexure I - Check list of documents to be submitted along with the Bid.

Annexure II -Financial Bid Format

Annexure III - Format for the BID BOND

Annexure IV- Format for the Power of Attorney

Annexure V- A Brief write-up on the Indian Community in the UAE

ANNEXURE I

Check List for response to RFP submission requirements. **ALL THE BELOW MENTIONED DOCUMENTS IN THE CHECKLIST HAS TO BE SUBMITTED AS UNDER ANNEXURE-I**

Response to RFP Submission Requirements		Response Yes / No
A.	Annexure - I (Non-Financial Bid)	
1	RFP document issued by the Embassy signed and stamped in all pages.	
2	Board resolution/s authorizing the company to bid for the project, duly signed and attested.	
3	Commercial (Trade) license issued by concerned authority in the UAE	
4	Membership Certificate of any Chamber of Commerce & Industry in the UAE	
5	Earnest Money Deposit (EMD) in the prescribed format.	
6	The agency should be a profit making company having an Annual turnover of more than AED 25,00,000/-during the last three years. Documentary proof for the same may be provided.	
7	The Bidding Company should have ISO-9001-2008 (or equivalent) certification for quality management and ISO-27001-2013 (or equivalent) certification for IT related services. Copy of the certification may be provided	
8	Supporting certified documents to show Experience in handling a call center and providing counseling services.	
9	Supporting certified documents to show Experience in handling grievances related to labor dispute, company matters, consular issues or general complaints from the Indian public at least for one year.	

10	The agency should have neither been blacklisted by any Government Department nor any Criminal case is registered against the firm or partners anywhere in UAE/India. A self-declaration by the agency to this effect may be provided.	
11	Supporting certified documents to show The ability to source quality experts in the field of legal, medical, psychological and financial matters at relatively competitive costs.	
12	Supporting certified documents to show Ability to meet the initial cost in setting up the center and to run the center for three months without depending wholly on the EOI.	
13	Positive endorsements / Credibility certificate from the existing clients. Copies of the same may be provided	
14	Supporting certified documents to show possession of physical and technical infrastructure to set up and run the PBSK	
15	Ability to obtain local permissions, licenses etc wherever required from concerned local authorities. Supporting certified documents to show the same.	
16	Power of Attorney in original authorizing the person signing the RFP document, issued by the bidding firm duly attested by a court of law in the UAE	
17	Covering letter to the RFP	

ANNEXURE II
Embassy of India
Abu Dhabi
(Community Affairs Wing)
Financial Bid

(TO BE SEPERATELY SUBMITTED AS ANNEXURE -II)
Financial quote for establishing, running and maintaining the Pravasi
Bharatiya Sahayata Kendra (PBSK) in Dubai .

Notes:

- 1) The Bidders are required to ensure compliance with the provisions of this RFP.
- 2) Quotes to be in UAE Dirham's -AED and shall be up to two (2) decimal points.
- 3) The contents of this format shall be clearly typed.
- 4) All pages of this format shall be signed by the authorized person in whose name power of attorney is issued.
- 5) Service charges quoted in AED shall be for a calendar month.
- 6) The invoice claiming the service charge for a month should be filed in the approved format along with the monthly report of the centre.
- 7) The amount comparable for finalizing the bid shall be the total charges quoted per month. The details of the break-up of the service charge are only for the purpose of comparison between the bidders and shall have not be considered for the finalization of the Bid.
- 8) Any quote in the format other than this shall be rejected summarily.
- 9) There shall be no negotiation after the financial bid is opened.
- 10) EOI will have the option of cancelling this bid, if there are indications of a cartel among the bidders.
- 11) This financial bid is in two pages.
- 12) EOI will directly subscribe to the toll free number from the Etisalat. However, the SP should pay the rental charges and claim re-imbusement form the Embassy.
- 13) The SP will factor in the cost of developing requisite web-based applications (as per Sl No.6 & 7 of Table I).

Table -I

(All figures in AED only)

Item No	Activity	Total cost in AED per Month Minimum activities for a month
1	Cost of total six agents (Counselors) at PBSK Dubai .	
2	Cost of two supervisors	
3	Incidental on Experts (Legal, Psychological Medical)	
4	Cost of space, furniture and other fixtures ,hardware and software, cost on office rental, office service charges, office license renewal and annual operational fitness certificate, office third party/workmen insurance, employee health insurance, office internet/telephone, company establishment card, electricity and water invoices, stationery and toner, housekeeping, employee visa cost etc for the walk-in counter.(The proportional monthly cost may be indicated)	
5	Cost of conducting group awareness campaign (per campaign)	
6	Cost of developing and running the grievance management system. (The proportional monthly cost may be indicated)	
7	Cost of developing and managing a website and mobile application for PBSK including chatbot and social media platforms ie, Facebook ,Twitter etc (The proportional monthly cost may be indicated)	
8	Total Cost (1+2+3+4+5+6+7)	
9	Total Financial quote for a month in AED Total quote in figures	
10	Total quote in words	

Table -II

The details of additional cost per month for additional man power and service – not to be considered for finalizing the bid

Sl. No	Activities	Cost in AED
1	Cost per additional Agent in the PBSK (per month)	
2	Cost of additional Supervisor (per month)	

Name and signature of authorized person in whose name power of attorney is issued

Signature of authorized person

Name:.....

Designation:

Date:

Company seal

ANNEXURE III
FORMAT FOR BID BOND
FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK
GUARANTEE FOR BID BOND

In consideration of the [Insert name of the Bidder] submitting the Bid *inter alia* to establish and run the Pravasi Bharatiya Sahayata Kendra (PBSK) in Dubai in response to the RFP dated [Insert date of RFP] issued by the Embassy of India, Abu Dhabi and the BPC agreeing to consider such Bid of [Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Embassy of India, Abu Dhabi in the United Arab Emirates forthwith on demand in writing from Embassy of India, Abu Dhabi or any representative authorized by it in this behalf, any amount up to and not exceeding AED 85,500 (Eighty five thousand and five hundred dirhams only) on behalf of M/s.[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including the 30th day of June 2020 and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to AED 85,500 (Eighty five thousand and five hundred dirhams only). Our Guarantee shall remain in force until 30.06.2020 on the basis of the published RFP document . Embassy of India, Abu Dhabi or its authorized representative shall be entitled to invoke this Guarantee until 15th June 2020. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Embassy of India, Abu Dhabi, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Embassy of India, Abu Dhabi.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

1. Signature:

Name and Address. Name:

2. Designation with Stamp:

Name and Address

Signature

Attorney as per power of attorney

No.

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

ANNEXURE IV

Format for power of attorney authorizing the person the sign the RFP document.

POWER OF ATTORNEY

Ref. No

Date:

Know all men by these presents that M/s.....UAE, a company organized under the laws of UAE License No.....Do hereby appointconsultant / staff of the company mentioned above to be their true and lawful attorney and agent in respect of handling all the affairs connected with the submission of the bid for setting up and running the Pravasi Bharatiya Sahayata Kendra (PBSK) in Dubai and sign all required documents required from us. The document signed by him /them shall be binding on us in any court of Law in the United Arab Emirates.

In witness whereof we have executed this Power of Attorney on this dayof monthof year in the presence of the subscribing witnesses:

Signature, Seal with complete address of the Bidder

Name & Complete address of two witnesses with their signature.

- 1.
- 2.

ANNEXURE V

A Brief write-up on the Indian Community in the UAE

1.1. Overview: The Indian community in the UAE, numbering 3.42 million, constitutes around 30% per cent of the total population. It is the largest expatriate community in the country. It uniquely provides a breadth in terms of numbers and depth in terms of categories of workers employed which distinguishes it from every other expatriate community in the UAE.

1.2. The profile of the community has changed with the evolving needs of the country: in the 1970s and 1980s, when the principal requirement here was for blue - collar workers, the Indian community was blue - collar to the extent of 85-90 per cent, with a negligible percentage of professionals. In the 1990s, as the need for professionals to meet the need of the expanding Service sector emerged, the profile of the community changed, and today, 15-20 per cent of the Indian community is made up of professionally qualified personnel!

1.3. Up to the early 1990s, the Indian workers used to face serious problems in regard to the failure to implement contractual obligations by employers as also in respect of their working and living conditions. Grievance redressal mechanisms were also grossly inadequate and frequently biased in favor of the employer.

1.4. Over the last five years there has been a steady improvement in the situation both in respect of the treatment of workers as also with regard to grievance redressal mechanisms. Today, the UAE *Ministry of Human Resources and Emiratisation and the Ministry of External Affairs* are working closely to evolve a new arrangement that would make the system of recruitment and contracting more transparent.

1.5. Demographic profile: The break-up of Indian emigrants in UAE is as follows:
65% belong to the blue-collar category (employed mostly in construction companies, municipalities, agricultural farms, facility management, household workers)

✓ 20% belong to the white collar non-professional (clerical staff, shop assistants, sales men, accountants, etc...) and

✓ 15% are professionals and businessmen and their family members.

The breakup of Indians from different States prepared on the basis of data of remittances sent to India is as follows:

1.6. Problems faced by the Indian Community: From time to time the EOI & CGI in Abu Dhabi UAE receives complaints from Indian workers pertaining to the violation of contractual obligations by employers and their working and living conditions. When such complaints come to the notice of the EOI & CGI, the employers and the UAE Government authorities concerned are approached for redressal.

1.7. General Problems of the community:

1.7.1. Non-payment or delayed payment of Salaries: This is a humanitarian problem that is affecting not only the workers but also the families and the children depending on the income of the workers back in their homes. The matter was taken up with the UAE authorities to exercise control over employers. It was also mentioned that non-payment of salaries by companies also conveys a negative perception about the country as frequently labour disputes also take a long time to get settled. Whenever cases of disputes on payment of salary arrears are brought to the notice of the EOI & CGI, immediate action is taken to contact the concerned company and efforts are made to settle the dispute. The cases where an amicable settlement cannot be reached, the applicants are advised to approach the Labour Department/take legal recourse.

1.7.2. Delay in getting service benefits & other dues & death compensation: All pending cases are pursued by the EOI & CGI on a regular basis with the employers for settlement of legal dues, payment of death compensation and insurance money and with the local authorities where required. When the EOI & CGI receives information about the death of an Indian national, it contacts the company or organization in which the deceased was employed and requests them to furnish information on details of unpaid wages, leave salary and other dues, amount of death compensation/group insurance claims etc. to which the next of kin is entitled. In case of accidental deaths, details are sought regarding the case registered with the police and in court and follow up action is taken.

1.7.3. In most cases the company sends the death compensation and other dues directly to the family/legal heirs of the deceased. In some cases where the next-of-kin has authorized the EOI & CGI to receive the compensation, the dues are sent to the EOI & CGI by the employer by cheque which the EOI & CGI remits in the form of an Indian Rupee Draft to the District Collector / Deputy Commissioner of the district in which the legal heirs are resident with a request to disburse the amount to them after verification.

1.7.4. Non-Implementation of Court Verdicts: Few Court verdicts – whether for payment of death compensation or for payment of arrears of salary/terminal benefits – in favor of workers are sometimes not implemented, forcing the aggrieved party to go in for further litigation or lose the money. In such a situation, the aggrieved party can approach the Execution Court in UAE.

1.7.5. Problems of Domestic Workers (Housemaids): The majority of migrant domestic workers are female and relatively young, between 20 to 40 years. They mainly come from poor families and are less educated. Housemaids, drivers, cooks, gardeners and farm workers (including shepherds) are most vulnerable to exploitation and abuse. We have observed that many of the domestic workers especially housemaids (and unskilled workers) are sent to UAE without completing

the prescribed emigration procedures. Recently, following instructions from the MEA, the Embassy had laid down additional safeguards for the protection of female household service workers (FHSW) at the time of recruitment.

1. 8. Illegal workers: A labourer leaves his sponsor/employer and becomes illegal when, after coming to the UAE he finds that his wages are much low to enable him to repay the loan he took in India even in a decade's time. In these circumstances he tends to leave his original sponsor to seek work with a better paying employer. This is called "absconding" and is illegal as per UAE law (90% of illegal immigrants in UAE belong to this category). Unfortunately, he does not realize that once he becomes illegal, the so-called 'better paying employer' takes advantage of his illegal status and pays him much less! Later on, as his position worsens since he does not have any legal recourse for his grievances.

1.9. Fine/Imprisonment and Deportation of illegals: Under UAE Law, the sponsor/employer undertakes to notify the Naturalization & Residence Department or the nearest police station about an employee who may have absconded from work within seven days from the date on which the said expatriate left his/her work. Thus, an absconding worker, after he has been reported to the authorities or a person who overstayed after cancellation of his residence permit/visa, becomes an illegal alien in UAE and is liable to be apprehended by the police authorities.

1.10. Settlement of Labour Disputes: The Ministry of Human Resources and Emiratisation persist with the stand that their Conciliation Officer either succeeds in resolving a dispute amicably or forwards the conciliation report to a competent court for further action within three weeks from the date of registering a complaint. In practice, however, it takes 3-4 months for a dispute to be referred to a court and several months thereafter for a resolution. The UAE authorities were requested to ensure expeditious execution of court judgments in labour cases.

1.11. Retention of Passports by the Sponsors/UAE Authorities: The employers/sponsors retain passports of their employees, especially those of the semi-skilled/unskilled labourers. It is initially done for getting work visas stamped on their passports from local authorities but in practice, they, including the Government departments, do not return the passports to the holders unless and otherwise requested for travel purposes. This practice is uniform and not limited to Indian expatriates only. The main reason for retention of passports is to discourage lateral movement of labourers to other employers without permission or a kind of security against desertion. When a sponsor reports an absconder to MOHRE /Ministry of Interior [in case of individual sponsor for domestic workers] he also deposits his passport with them. Unless the person leaves the country after cancellation of visa, that sponsor will not get permit for substitute worker. Ministry of Labour or the Ministry of Interior keep the passports with themselves and do not

send them to EOI & CGI on a regular basis. At the same time, it is also true that a majority of the workers are not in a position to ensure safekeeping of their documents, including passports, in view of their living and working conditions.

1.12. Recovery of Fees from Workers for issue/renewal of Health Cards, Renewal of Visa, Bank Guarantee Amount, etc.: The employer is required to bear the expenditure on health cards, renewal of visa, for the employee but many sponsors deduct these costs from employee's salary. These matters were brought to the attention of the UAE authorities.

1.13. Transportation of Dead Bodies to India in cases of unnatural death: The EOI & CGI provides round-the-clock service for registration of deaths . Time taken for transportation of body to India in cases of natural deaths is less than a week. However, in cases of mysterious and unnatural deaths, the death certificate is issued by the Ministry of Health only after completion of investigation which may take 2 to 4 weeks depending upon the nature of the accidents. The body is kept in the mortuary pending such investigation. In such cases, there has been a delay of more than a month. Embalming and transportation of the body is done within a day or two. We have come across very few cases of people working illegally and the body not being claimed by any one. Such cases of the deaths where the details of their next of kin are not available are reported to the EOI & CGI by the local authorities. EOI & CGI with the assistance of community associations dispatch the mortal remains to India after contacting the concerned families. In case, the relatives of the deceased give permission for local cremation, assistance is given by the EOI & CGI to cremate/bury the bodies in Al Ain, Dubai and Sharjah. The EOI & CGI waive consular fee for registration of the Death and issue of death Certificate.

1.14. Arrest Cases: EOI & CGI are never informed by the UAE authorities about the arrest/detention of Indian nationals, though most arrests/detentions are on account of minor offences. The offences/crimes committed by prisoners include possession of khus-khus, narcotic drugs, consuming/trading liquor, impersonation, forgery, embezzlement, trading in pirated CDs, road traffic accident killings, theft, adultery, murder etc. There are also a number of arrests of Indian nationals by the UAE Immigration authorities at the airports, on suspicion that the passports are forged or tampered with. Such incidents have recently reduced and persons suspected of carrying forged documents are being deported within a couple of days. As per figures available (which are fluctuating), at present there are around 1700 Indian prisoners in various jails in UAE. EOI & CGI officials pay periodic consular visits to the jails on regular basis to enquire about the welfare of the Indian nationals and discuss their problems with the jail authorities for remedial action. During such visits, the officers meet the Indian detainees and enquire about their welfare as well for specific requirements, if any, which could be met through friends/

relations. Consular services and other possible assistance are provided. Details of legal consultants on the EOI & CGI 's panel, who can help them with primary legal advice free of charge, are also provided to them. All those prisoners who are completing their sentences and are without valid travel documents are immediately issued Emergency Certificates.

1.15. Personal/Family problems: EOI & CGI is very often approached by NRIs regarding problems being faced by their families in India such as harassment by anti-social elements, theft, financial disputes, property disputes, etc. Such complaints are forwarded to concerned State authorities for appropriate action. On receipt of investigation report/information from the State authorities, the same is conveyed to the complainant. Similarly, the EOI & CGI receives enquiries and complaints, varying in nature, from India. Relatives/Government agencies in India enquire about welfare/whereabouts of Indian nationals working in UAE. A number of complaints are received about non-maintenance of families by the Indian nationals working in UAE . The EOI & CGI are also now increasingly receiving complaints from Indian women in the UAE pertaining to marital issues, mistreatment, etc.