



Neoliberal Governmentality and Consular Outsourcing: An Analysis on Visa Processing Arrangements

Neoliberal Yönetimsellik ve Konsolosluk Hizmetleri Dış Alımı: Vize İşlemleri Uygulamaları Üzerine bir Analiz

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Abstract

Since the 2000s, consular services have not been the only arena that fits into the government's responsibility. This paper examines how the state transfers visa services to private companies that manage millions of visa applications each year. A theoretical focus on "governmentality" was undertaken by examining the discourses that shape the meaning, processes, and power configuration of consular outsourcing. Employing a content analysis, this study examines how political rationalities of governments are reflected in their discourses in terms of global visa policies, as well as how these discourses are embodied in public documents as technical devices. Based on analysis of tender documents, service level agreements, and the service providers' disclaimer statements, this study examines the role of governments and service providers, their thought processes, mechanisms, practices, and processes in the operationalization of consular outsourcing. This paper reveals three main outcomes. First, the change of political rationalities in visa policies pointed to a change in discourse (from visa restriction to visa liberalization), yet the visa processes have not liberalized or facilitated, and this discourse change only resulted in the inclusion of new actors, practices, and processes. Second, consular outsourcing created gaps in/between responsibility and accountability of governments and service providers to individuals. Third, these gaps entail depoliticization, individualization, and insecurity in a neoliberal form and create concerns regarding responsibility and accountability. In light of this content analysis provided with this paper, a new area of politics that emerges with neoliberal governmentality detaches individuals from the legal-political sphere and produces enterprise individuals who will become responsible for any risks associated with visa applications. This process signifies a policy that constructs the political rationalities of the state and individual based on the market principles. As such, depoliticization as a strategy of neoliberal governmentality becomes the central device of individual political rationality that is established visa processing arrangements.

Keywords: Visa, Service, Consular, Outsourcing, Responsibility, Government, Accountability

Öz

2000'li yıllardan bu yana, konsolosluk hizmetleri sadece hükümetlerin sorumluluk alanında olmaktan çıkmıştır. Bu çalışma, devletin vize hizmetlerini milyonlarca vize başvurusu alan özel firmalara

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nasıl bıraktığını incelemektedir. Teorik yaklaşım olarak “yönetimsellik” kavramını benimseyen bu çalışma konsolosluk hizmetlerinin dış alımı sürecindeki söylemleri şekillendiren anlamları, süreçleri ve güç konfigürasyonlarını incelemektedir. İçerik analizine dayanan çalışma hükümetlerin küresel vize politikalarına yönelik politik rasyonelliğinin söylemlerine göreceli olarak nasıl yansıdığını ve bu söylemlerin devlet ve teknik dokümanlarda nasıl vücut bulduğunu analiz etmektedir. Çalışma, ihale dokümanları, hizmet anlaşmaları ve hizmet sağlayıcıların feragat beyannamelerine dayanarak, hükümetlerin ve hizmet sağlayıcıların rollerini, düşünce süreçlerini, mekanizmalarını, pratiklerini ve aynı zamanda operasyonel süreçlerini araştırmaktadır. Çalışma üç sonucu ortaya koymaktadır. Birincisi, vize politikalarına yönelik değişen politik rasyonellik (vize kısıtlamasından serbestleşmeye yönelik) bir söylem değişikliğini işaret etse de bu söylem değişikliği ancak yeni aktörlerin, pratiklerin ve süreçlerin ortaya çıkmasına yol açmaktan öteye gidememiştir. İkincisi, konsolosluk hizmetleri dış kaynak kullanımı hükümetler, servis sağlayıcıları ve bireyler arasında ve dahilinde sorumluluk ve hesap verilebilirlik alanlarında boşlukları ortaya çıkarmıştır. Üçüncüsü, bu boşluklar neoliberal bir biçimde depolitizasyon, bireyselleştirme, güvensizleştirme yaratmakta ve sorumluluk ile hesap verilebilirlik anlamında endişelere işaret etmektedir. Bu içerik analizi ışığında, neoliberal yönetimsellik ile birlikte yeni bir siyaset alanı ortaya çıkmış ve bireyi yasal-siyasal alandan koparmış ve vize süreçlerindeki her tür riskin sorumluluğunu üstlenecek girişimci bireyler üretmiştir. Bu süreç, devlet ve bireyin, piyasa temeline dayandırılmış, politik-rasyonalitesini inşa eden bir siyaset alanını işaret etmektedir. Böylelikle, depolitizasyon, vize işlemleri sürecinde neoliberal yönetimselliğin bir stratejisi olarak, bireysel politik-rasyonalitenin merkezi oluşturucu aracı haline gelmiştir.

Anahtar Kelimeler: Vize Hizmeti, Konsolosluk, Dış Kaynak Kullanımı, Sorumluluk, Hükümet, Hesap Verilebilirlik

Introduction

As a reference to Michel Foucault, the neoliberal governmentality notion as critique of neoliberalism is based on his analysis on politico-economic rationality as a new social that reconstitutes the economic sphere in the form of an “enterprise society” (Venn, 2009, p. 211). As such, the neoliberal task of the government is to enable society to operate as an enterprise society with the role to govern for the market according to the rules of the market in line with the enterprising state and with radical individualism (Foucault, 2004, cited from Venn, 2009, p. 212). Therefore, in such an enterprise society, security, entry visas, and border control are not “natural realities that have an objective existence.” Instead, they are the result of a social construction “that operates through the intersection of dispositifs (devices)” (Lazzarato, 2009, p. 111) that require active and on-going support of the mechanisms of dispositifs, (including state apparatuses, laws, norms of conduct, and practical know-how) (Venn, 2009, p. 211). With these dispositifs, consular outsourcing service providers emerge as appropriate institutions to control the rules of the game with frame-setting practices and conducts (p. 212).

Especially since the 2000s, the positive impacts of the state’s facilitation of their visa rules and procedures on the tourism growth had been proposed by various international organizations, such as UNWTO, OECD and G20 to facilitate the travel and tourist flows (Bilbil, 2017). Consular outsourcing has been one aspect of the visa and travel facilitation. In this paper, consular

outsourcing will be identified as one result of the neoliberal principle that is applied for public services through public-private partnerships, privatization, liberalization, and outsourcing (Wesseling and Boniface, 2011). However, the paper takes one step further and discusses the outcomes and implications of consular outsourcing. Therefore, the following research questions will be addressed throughout the paper: how, and under what conditions, the state's transfer visa services to large private companies based on the dilemma of efficiency and security; what reconfiguration limitations exist; who is accountable in consular outsourcing; and what the restrictions of consular outsourcing are in terms of responsibility and accountability.

In this paper, consular outsourcing is identified as tools and practices (such as non-judgmental services, including classification, control, track, screening, and operationalizing visa application processes) that are regulated between the state (as the political-legal entity), embassies, citizens (third-party countries), consular outsourcing service providers as outsourcing contractors at global and local levels as well as employees of service providers and embassy officers. It might be assumed that the embassy should retain some capabilities, although efficiency gains and service advantages are secured. However, the visa application process touches upon different aspects of the social, including data protection, security, market growth, and governance. As such, the sector embraces risks due to complexity that include various parties, including the governments of both receiving and sending countries, and also their citizens, as well as outsourcing companies with their partner companies, if any.

A theoretical focus on "governmentality" was undertaken by examining the discourses that shape the meaning, processes, and power configuration of consular outsourcing. Foucault (1979, cited from Miller and Rose, 2008) defined "governmentality" as an "ensemble formed by the institutions, procedures, analyses, reflections, calculations, and tactics, that allow the exercise of this very specific, albeit complex, form of power" (p. 20). Therefore, governmentality represents power relations as well as their interactions (Lemke, 2013).

In this paper, first, considering the field of calculations and interventions, this approach not only focuses on political power in relation to the actions of a state, but also addresses the diversity of forces and groups (Miller and Rose, 2008). As such, "political power is exercised through a multitude of agencies and techniques" (p. 22) that are not the direct responsibility of government executives, but of private companies monitored through diverse mechanisms. Based on "expertise" or "expert knowledge," the government authority ascribes specialized tasks and duties to particular agents. As such, the modern form of government assigns self-regulating capacities to these agencies by shaping, monitoring, directing, and managing them (Miller and Rose, 2008). Second, the analytics of governmentality and its discursive element(s) is employed to examine the conceptualization, explanations, and calculations that inhibit the governmental field. This is based on two dimensions; one is based on "political rationalities within a wider discursive field"; the other on, "the technical devices of writing, listing, numbering, and computing that render a realm into discourse as a knowable, calculable, and administrable object." As such, this approach enables researchers to specify:

“... political rationalities in terms of the relatively systematic discursive matrices within which the activity of government is articulated, the particular languages within which its objects and objectives are construed, the grammar of analyses and prescriptions, the vocabularies of programmes, and the terms in which the legitimacy of government is established” (Miller and Rose, 2008, p. 30).

Moreover, the governmentality framework contributed to this paper in two perspectives. First, it provided an insight into the thought processes and the mechanisms for exercising power to implement government policies for analysing the global policy discourse on outsourcing (Caperchione, Demirag and Grossi, 2017). Here, the object of the study is the distinction between the public and private spheres. Therefore, the perspective of governmentality enables us to analyse the continuum, which extends from political government right through to forms of self-regulation (Lemke, 2001, p. 201). Second, it explored government practices and processes that have been seeking the operationalization of the outsourcing policy objectives (Caperchione, Demirag and Grossi, 2017). Liisa Kurunmäki and Peter Miller (2011) employed a governmentality framework by examining how the larger political discourse interacts with everyday practices at the local level. There is also a gap in the literature that focused on the government discourses toward the global development of outsourcing public services (Caperchione, Demirag and Grossi, 2017); hence, this paper aims to close this deficit. Moreover, as opposed to the views that criticized the governmentality approach, this paper focuses on not only the projects and programs of government, but also their outcomes and effects (Lemke, 2013).

Consular outsourcing is based on a government tender process managed by each embassy that reserves the right to the selection and appointment of the technically and commercially qualified bidder (Gulf Times, 2016). Maurizio Lazzarato (2009) identified the tools and practices of the consular outsourcing processes as “technologies of the social,” which are defined as “procedures and mechanisms that constitute the social” (p. 112). Examining consular outsourcing revealed a global perspective in which global trends emerge while individual countries draw their own unique approaches with the concepts or marketization of public services (Osborne, 2010). This paper examined horizontal accountability related to “social” and direct accountability to individuals, as well as “clients, interest groups, affected third parties, and other societal stakeholders” (Bovens, Goodin and Schillemans, 2014). As such, accountability is multiple, fragmented, and continually constructed (Sinclair, 1995).

With regard to methodology, this paper employed a content analysis based on randomly selected documents produced for tender processes, service level agreements between embassies and the state concerned in consular outsourcing as well as disclaimer statements retrieved from the websites of service providers. Since these types of documents are not open access document types, the sampling is based on a statistically representative sample retrieved from the documents with a Web search. The author could find 31 Request for Proposal (RFP) documents and 6 service level agreements, as well as 10 disclaimer statements. Therefore, the content analysis of this paper is based on these documents. A software-supported content analysis with Nvivo was carried out in order to organize, classify, map, and categorize the data.

Outsourcing, Responsibility and Accountability: “Governance” or “Governmentality”?

Outsourcing has been a long-lasting concept discussed in relation to public management theory, transaction cost theory, institutional change theory, agency theory, and governance theory. Consular outsourcing might be considered as a part of public sector reform, where public functions are performed by private companies. However, this new reconfiguration led to an increased decentralization of responsibilities in public sector accounting. Public management researchers, for instance, identified outsourcing as a new form of operations derived from hybrid governance, “where managers from the private and the public-sector work together in complex organizational forms, roles, and work practices, often with conflicting objectives, incentives, and penalties” (Caperchione, et al., 2017, p. 1). Governance researchers, for instance, identified these new forms of hybridization, which created a need for new forms of accountability by examining how governance and accountability are “diffused in the public-sector context and how the multiple actors interact in this new arena” (Almquist, Grossi, van Helden, and Reichard, 2013, p. 1). Hybrid organizations are defined as organizations operating at the intersection of the market and the public sector (Grossi and Thomasson, 2015), and as being complex and lacking accountability (Andre, 2010). Again, Rae André (2010) examined government-sponsored organizations in terms of accountability, which is defined as “the process of judging an organizational action or result against a standard, and then acting on that judgment” (p. 273). As such, the level of accountability varies as “unresponsive,” “deviated from accountability standards,” “responsive,” or “loosely accountable” (p. 274).

Within the governance scheme again private companies carry out official duties within the framework of “responsabilisation strategy” (Garland, 2001, cited from Dijstelbloem and Broeders, 2015). Kuriyan and Ray (2009) studied outsourcing with regard to good governance reforms in relation to accountability, professionalism, efficiency, and reliability, as well as responsiveness and overcoming corruption, nepotism, bureaucracy, and mismanagement (Nanda, 2006, cited from Kuriyan and Ray, 2009). Renee Kuriyan and Isha Ray (2009) found that public-private partnerships should integrate both the credibility of the state and the service orientation of the private sector, because governments want to improve their images with the public and try to reshape themselves into market-friendly and efficient entities. However, in this new representation of the state, outsourcing can be kept within a portion of government processes by retaining control over it.

Moreover, Marijn Janssen and Elsa Estevez (2013) identified the concept of lean government as one that aims to rationalize and reduce complexity by reducing waste (i.e., time, personnel) and seeks to create value (i.e., embassy image). As a result of the financial crisis, the government’s budget was affected, and this reduced public spending and the size of the administration. As such, the lean government only orchestrates by monitoring, arranging, coordinating, and managing complex networks, rather than being directly responsible and accountable in preventing or eliminating control overflows (Callon, Lascoumes and Barthe, 2009). The term accountability takes on a different form based on transparency of the government, active monitoring, responses to questions, and receiving feedbacks.

Following the movement of privatization (Araral, 2009) and deregulation of the public sector since the 1980s, in addition to the globalization processes of the 1990s, government outsourcing was transformed with the development of the IT sector in the 2000s (Margetts, 2009). Christopher Hood (1997) identified an outsourced contract sector that included a wide range of core state functions, from the running of prisons to military-industrial complexes (p. 1). As such, Myriam Dunn Cavelty and Manuel Suter (2009) examined the inevitability of public-private partnerships in terms of the state's inability to provide the public with good security and efficiency. However, this governance approach is limited to explain today's consular outsourcing.

Especially since the 2000s, with the rapid increase in consular outsourcing, the liberal governmentality who governs *with the market* has transformed into neoliberal governmentality who governs *for the market* in order to create, construct and design a market (i.e., visa liberalisation for travel facilitation, efficiency rather than security) (Lemke, 2001). Therefore, with this study, the neo-liberal governmentality approach is employed in order to present how consular services are designed and produced *for the market* and how the line between public and private spheres is blurred. As such, the following content analysis revealed that consular outsourcing is not categorized based on a necessity such as prioritized responsibility, risk and security; rather, efficiency is prioritized.¹

Why Consular Outsourcing?

Consular outsourcing was the part of visa facilitation techniques that was suggested by several international organizations. In the declaration of the G20 Ministers of Tourism and Heads of Delegation of G20 member countries in May 2012, the proposal included the following recommendations (T20 Merida Declaration, 2012): (1) Adopting new technologies (i.e., e-visa) without damaging national security, (2) Bilateral, regional, and international cooperation on visa policies, (3) Each member states' commitment to rely on visa facilitation programs, (4) Implementing fast, transparent and effective visa facilitation, along with existing international commitments. Similarly, the UNWTO identified five areas of visa facilitation opportunities. These included improving delivery of information, facilitating current processes to obtain visas, differentiating treatment to facilitate tourist travel, instituting e-visa programs, and establishing regional agreements (UNWTO, 2012).

In light of these developments, the driving factors of consular outsourcing can be summarized as follows (Wesseling and Boniface, 2011; Kuriyan and Ray, 2009): (1) the growth in the number of embassies and consulates worldwide; (2) government budget cuts; (3) the heavy administrative nature of visa processing; (4) the growth of visa applications with increasing number of travellers; (5) policy problems (i.e. migration); (6) overcoming the negative image of embassies (i.e., long waiting time and queues in visa application); (8) professionalization of politicians and e-imaging of the political role from public service to executive direction of the nation state, and (9) hallowing out of the state with some functions ceded to transnational levels and some replaced by the market. Moreover, consular outsourcing also led to the growth in

¹ Special thanks to the blind reviewers for their special comments on this section.

the number of visa applications (Wesseling and Boniface, 2011) with a number of advantages. As such, the proponents and opponents of consular outsourcing can be summarized with the following advantages and disadvantages of consular outsourcing (Combined by the author from various resources, Hamilton, 2011; Bigo, Carrera and Guild, 2016; ZeroPoint, 2010; Wesseling and Boniface, 2011; Kuriyan and Ray, 2009).

The advantages include: (1) Solving problems with consular capacity, (2) Assuring faster and more efficient procedures for visa applications (i.e., through longer opening hours, bigger buildings with more counters, better parking and waiting facilities, proximity to applicants), (3) Saving time with comprehensive services such as multilingual websites, email support, one-stop-shop (embassy receives complete application and only decides acceptance or rejection), (4) Cutting cost of embassy (with fewer personnel, office space, technical equipment), (5) Developing the image of the embassy, (6) Consulates can maintain a high-quality service and process a higher number of applications with the same budget and staff capacity, (7) Possible negative economic impact (reduce the presence of consulates in certain third countries), (8) Insufficient use of modern technologies (i.e., online appointment systems, data storage system), (9) Heavy supporting documents, (10) Consulates not procuring the services of external service providers on a global basis to address their lack of geographical coverage; (11) Lack of visa or other authorization, allowing travellers to stay more than 90 days in any 180-day period (i.e., Schengen area).

The disadvantages of consular outsourcing include: (1) Not increasing the quality and speed of each procedure, (2) Increasing number of unjustified refusals, (3) Displacing the long queues to other parts of the city, (4) Increasing costs for applicants, (5) Creating risks in terms of national security and sovereignty, (6) Creating risks in terms of data protection and privacy (financial means, insurance papers, biometric identifiers), (7) Lack of seamless communication between citizenry and outsourcing companies (reaching call centres, commercial rates, providing information), (8) The “changing social identity of visa applicant” (Bigo, Carrera and Guild, 2016), (9) Technical loopholes on the company’s website.

Consular outsourcing enables embassies to avoid the capital cost of information technology systems necessary to support visa processing (NCOA, 2014). Moreover, joint-visa application centres aim to assure more efficiency gain by enabling partner governments to share visa service centre resources (TLS, 2013). However, consular outsourcing was criticized in relation to the extent which visa “simplification” and/or “liberalization” policies became discourses of government while they outsource visa services to private companies. Also, consular outsourcing is criticized as visa applicants are required to pay a service fee to the consular outsourcing service providers on top off the standard visa fee.

Consular Outsourcing Companies

Consular outsourcing service providers provide contract-based outsourcing services to the governments. The consular outsourcing companies receives no payment from the Mission or

any of its missions for the provision of the services. This is emphasized by the embassy in every communication, for instance, “outsourcing of VISA-related services shall not entail any burden to the State budget.” Consular outsourcing service or outsourcing visa service was identified as a service concession for the collection of visa applications. These companies provide service to citizens that prevent individuals from having to queue for hours (The average waiting time in the American consulate in Mumbai was five hours.); thus, that they do not have to wait for hours (The average waiting time fell to one hour in Mumbai.) (Economist.com, 2016). For instance, in the CSC (Computer Science Corporation) press release, when a company won the U.S. visa application contract in 2010, the president of CSC’s North American Public Sector Enforcement, Security and Intelligence Group, Aaron Fuller, said,

“We understand the enormous challenges the Department of State faces in processing visa applications around the world to facilitate international travel, while also vigorously protecting the borders of the United States. CSC’s worldwide visa support experience, service-delivery expertise, and global presence make us the ideal partner to combine centralized oversight and control with distributed local execution – maximizing standardization, yet responding to each country’s distinctive needs” (CSC.com, 2010, p. 1).

In the RPF documents and service level agreements reviewed, the voluntary statement included, “if applicable,” mentioning that, “the use of a service provider is voluntary for the applicant. Applicants may submit their applications directly to the visa office at any time.” Out of 31 RPFs reviewed only 9 provided the voluntary statement.

Table I: General Overview to Consular Outsourcing Companies

Categories	Consular Outsourcing Companies
Public or Private	Private
Independent of politicians?	No
Market Control	Yes
Embassy Control	Yes
Funded by Government	No
Accounting dimensions (to government, to public, to the clientele, to peers)	to Government
Introduce new, more efficient, and less costly business practices	Yes
Reduces the workload of legislators	Yes

Source: Adopted from Andre’s (2010) categorization on accountability.

The outsourcing services requested by the embassies within a tender process were defined as “public service concessions in connection with the visa application procedure,” and also as delegation of the administrative tasks of the visa process to an external service provider. The outsourcing services include non-judgmental tasks, including not only consular administrative tasks, but also data collection and collation services. These tasks are to be extended a later date by the embassy. These services are assigned to the outsourcing company on behalf of the authorized country’s foreign mission in the assigned territory that may include the host country and/or home country.

During Tender Process and Selection Criteria

In this study, a total of 31 randomly selected Request for Tender Proposal (RFP) documents, called as “RFPs for Outsourcing of CPV (Consular, Passport, Visa) services in Missions and Posts Abroad,” were analysed, with the contract notice dates ranging from 2012 to 2017. The contract values varied from \$ U.S. 100,000 to 621 million GBP, depending on the extent and scope of the contract (i.e., the number of lots, regions, and countries of operation). The embassies of this randomly selected content analysis included Netherlands (1), Switzerland (1), UK (1); Belgium (1), Denmark (1), Estonia (1), Germany (15), India (7), Italy (3). The RFP documents provided the details of the goal of the proposal by identifying the role of the service provider: “[t]he awarded company ... will set up, exclusively at its own expenses, a dedicated structure (a fully-equipped office space, with all needed facilities, utilities, staff, counters) to serve as Schengen Visa Application Centre solely for the Embassy of Italy in Amman, Jordan (Italian Embassy in Jordan, 2012, p. 2)”.

The tender process of consular outsourcing is based on a number of eligibility criteria, including technical eligibility, reference projects, prequalification criteria, economic criteria, employee criteria, financial guarantees, legal criteria, liability criteria, turnover criteria, operational systems, infrastructure, and so forth. Based on the document analysis performed, the request for proposals created and published by the embassy included detailed explanations of the eligibility criteria of prequalification and qualification for the bid. The prequalification criteria, which can be very selective in a way that it does not allow numerous bidders to join, may include experience, turnover, and financial guarantees. One example of prequalification criteria of tender process might be as follows (Embassy of India, Tel Aviv, 2016, p. 5):

“i) The Bidding Company must have at least three years’ experience of operating a centre for visa/passport/consular services on behalf of a Diplomatic Mission of the Government of India. Or A foreign Government dealing with at least 200 applications per working day. Or Three years experience in e-governance projects of the Government of India, or 10 years’ experience in tourism, travel, or another related service industry, with the demonstrable capacity to the satisfaction of the Mission, to provide CPV services as per this RFP. ii) The Bidding Company should confirm its capacity to deal with higher volumes as per the requirement of the Mission. iii) Bidding Company should have a minimum net worth equivalent of U.S. \$5 million. iv) The average annual turnover of the Bidding Company should be at least U.S. \$500,000. v) The Bidding Company should have adequate financial strength to provide bank guarantees as stipulated in the RFP to be certified by an authorized external auditing agency”.

However, these criteria vary and can be different from one another. For instance, while the example below depicts that the minimum criterion of average annual turnover should be \$500,000, this criterion was set by the German Embassy in Berlin as 10,000,000 EUR for the average net turnover for the last three closed fiscal years, with the annual average number of employees stated as 110 for the last three financial years (Germany Embassy in Berlin, 2017). The primary award criterion that was particularly mentioned in the request for proposal documents were “[t]he

most economically advantageous tender,” or “[t]he most cost-efficient bidder.” However, many missions apply a grading scheme to evaluate the bidders (See Table 2). As such, the mission retains its autonomy to reject even the low-cost offer.

Table 2: Award Criteria Grading and Weight

SAMPLE 1	WEIGHT
Price quoted by bidder	25%
Location and accessibility of the centre	20%
Reception of visa applicants	20%
Security of the processing procedure of visa applications	20%
Services regarding the contracting authority	15%
SAMPLE 2	WEIGHT
Contract Price (pricing criteria over 40%)	34%
Standard Core Enrolment Services (technical criteria over 60%)	19%
Security (technical criteria over 60%)	11%
Commercial (technical criteria over 60%)	8%
Transition (technical criteria over 60%)	8%
Local Requirements (technical criteria over 60%)	7%
User Pays Services (technical criteria over 60%)	6%
User Pays VACs (pricing criteria over 40%)	6%
Contractual (technical criteria over 60%)	1%
SAMPLE 3	WEIGHT
Five references (technical criteria over 60%)	30%
Certificates (technical criteria over 60%)	20%
Turnover (financial criteria over 40%)	20%
Financial solvency (financial criteria over 40%)	20%
Professional competency (technical criteria over 60%)	10%
SAMPLE 4	WEIGHT
Economic offer (total cost of the outsourced services for the users: the cost of optional extra services must be indicated separately)	30%
Organisation [e.g. customer care, knowledge of local market, working flow, hours of operation]	27%
Previous experience [e.g. previous experience in countries with high number of issued visas]	15%
Infrastructure provided [e.g. call centre, website, hardware, equipment for biometric measurements]	15%
Personnel [e.g. qualifications of staff, recruitment of staff with knowledge of the Italian language]	8%
Proposals for improvement	5%
SAMPLE 5	WEIGHT
Scope of the work and deliverables required	43%
Facilities	20%
Experience	10%
Resource Plan	8%
Financial Strength	7%
Professional Plan	7%
Quality Plan	5%

Source: Combined by the author based on selected RFP.

With the grading criteria, the bidders could be required to achieve full marks on some criteria or sub-criteria. For instance, with regards to the criterion on scope of the work and deliverables required, 25 sub-criteria were required to fulfil, 20 out of these criteria are compulsory and require full marks, such as security system, contingency plan, IT infrastructure, and so on (Embassy of India, Kuwait, 2013). The tender process may include more than one lot in different regions or countries. The embassy can reward a different company for each region. For instance, the Belgium Embassy in Brussels can define different lots that correspond to a country covered by one or more competent diplomatic or consular posts, and the contract award decision can be taken in favour of different service providers for different regions (i.e., VFS Worldwide Holdings Limited to receive visa applications from the UK and TLS Group SA from Turkey). Moreover, a lot can include one or more Visa Application Centres (VACs) and a company (Belgium Embassy, 2016).

Contract Value and Service Fee

The services provided by the external service provider are financed through a special fee that is paid by the visa applicant directly to the service provider. The contract value is estimated based on the service fee to be proposed by the service provider. The evaluation of the tender offer is based on the contract value quoted by the bidder. The calculation of the estimated contract value can be based on the number of visas processed in a year, multiplied by a maximum term (varying from 2 to 6 years) and a maximum service charge for visa service. A standardized percentage deduction for all countries detailed in the tender specifications has been deducted to exclude VAT. However, the Mission can also limit the maximum amount of service fees and intervene into the service fee, in case a change occurs after the service provider starts its operations. The embassy provides data and statistics of past visa applications and general application trends based on seasonal changes in order to present the service provider an estimation about their cost estimation (i.e., German Embassy in New Delhi, 2012, p. 12). As such, the Embassy presented the application figures based on annual data and seasonal variations in the RPF document to enable the bidders to make their calculations more accurately.

Performing Consular Outsourcing

After the tender process, the service level agreements, referred to as government procurement agreements, are signed between the company and the embassy. No global standard of evaluating the company's operation and practices exists.

Efficiency Versus Security

In this section, randomly selected six service level agreement documents were analysed in terms of discourse, based on the service level agreements parameters and penalties defined by the embassy. For instance, Indian embassies emphasized the "best practices" defined within these agreements provide as follows:

“[t]he Service Provider agrees to follow best business practices with utmost honesty and integrity in discharging the contracted work related to the outsourcing of CPV services. [t]he Service Provider is fully conscious of the importance of efficient and honest services to the applicants as it involves the reputation of the Mission/Post in particular and the Government of India in general. [t]he Service Provider will therefore take utmost care to avoid any deficiency in rendering the services” (Indian Embassy in Belgium, 2016, p. 13).

As such, the Indian government outsources their consular administrative tasks to an external service provider established on “best business practices,” which are based on the words: “honesty,” “integrity,” “conscious,” “efficient,” “reputation,” “utmost care to avoid deficiency.” Following the document analysis, the researcher categorized the service level agreement parameters and penalties of violation, in terms of the following criteria (See Table 3):

1. Parameters in relation to those whose violations may result in the termination of the contract,
2. Parameters in relation to efficiency and satisfaction (penalties related to physical space, delayed practices, complaints of applicants, such as misbehaviour of staff, or force for VAS),
3. Parameters in relation to security and malpractices (receipt, fees, bounced check, non-payment, appointment of unqualified staff, working in absentia, premature termination of contract, loss of passports).

Table 3: Service Level Parameters (SLA)

Termination of contract	Efficiency & Satisfaction	Security & Malpractices	Service Level Agreement Parameters	Penalty Measure
	x		Working Hours of Visa Application Centre	Lost working hours
x	x		Size of the Visa Application Centre	Discrepancy
x	x		Location of the Visa Application Centre	Delay
	x		Number of Counters for Reception, Submission, and Enquiry	Discrepancy
	x		Overall Turnaround time in the India Visa Application Centre	Delay
	x		Submission time spent at the counter	Delay
	x		Waiting time at the call centre for telephonic queries	Delay
	x		Email queries	Delay
	x		Postal/Courier applications	Delay
	x		5-Five Stage Website Tracking Mechanism	Delay
	x		Digitisation and Indexation of documents	Delay

x	x		Provision of Courteous Services to the Applicants	Complaint cases
	x		Provision of Value Added Services (VAS)	Complaint cases
x		x	Procedure for Issue of Receipts	Malpractice
x	x		Opening of IVACs as per Schedule	Delay
x		x	Premature Termination of Contract	Late Notice
	x		Acceptance of Incomplete Documents	Delay
	x		Delay in sending the completed application form along with documents to the Mission/Post	Delay
	x		Delay in returning passport/documents to applicants by Service Provider after service by Mission	Delay
	x		Transfer of amounts to Mission/Post's accounts	Delay
		x	Bounced Cheque/ transaction	Malpractice
	x		Payment of penalties	Delay
		x	Loss of Passports/ documents	Each loss
x		x	Recoupment of Bank Guarantees	Malpractice
		x	Non-availability of hunting CCTV live feed	Each day of non-availability
		x	Appointment of staff without requisite qualification	Malpractice
x		x	Working in absentia	Malpractice
x	x		Delay in submission of website certification	Delay
x	x		Delay in submission of Insurance Policy	Delay

Source: Combined by the author based on randomly selected SLAs

Based on the 29 service level agreement parameters listed in Table 3, 21 of them can be related to efficiency and satisfaction measures, and 7 out of these 21 are subject to termination of the contract. Out of 29 parameters, 8 can be related to security and malpractices, and again 4 of these are subject to termination of the contract. This section depicted the focus of the service level agreement parameters on efficiency and satisfaction rather than security. One aspect of this insight is to provide clientele satisfaction for the citizens who pay a service fee on top of a visa fee. As such, the embassy aims to assure service standards that are offered by service providers with a high and attractive service level, which leads applicants to prefer the services of the providers. These standards might be in relation to facilities, amenities, processing time and context, staff manners, and so forth. The following sentences depicted how a neoliberal market discourse was employed by the government in consular outsourcing agreements.

- a. [t]he Service Provider shall ensure a high level of service standard..., efficient processing of cases... and customer satisfaction is maximized.*

- b. [t]he Service Provider should ensure that the staff of the IVAC are courteous and helpful and should not indulge in unpleasant arguments, use of foul language, or engage in any corrupt practices/activities. The Service Provider should ensure strict discipline, punctuality, and decorum of office amongst the staff of the centre.
- c. There will be a provision for review after each year of operation in terms of service standards. During the review, any inadequacies or fall in standards of service rendered by the Service Provider should be resolved to the satisfaction of the Mission/Post. If the Mission/Post is not satisfied with the response of the Service Provider, the Contract shall be terminated by giving appropriate Notice (Embassy of India, Bangkok, 2014, p. 5).

Responsibility and Accountability

While the previous section analysed the evaluation parameters of the service provider, this section focuses on power dynamics within the consular outsourcing and who controls, monitors, and manages what; who takes responsibility, and who is accountable during these processes. This section analyses two aspects of responsibility in order to provide the reflags and inconsistencies between operationalizing aspects of consular outsourcing: One is the service provider's responsibility to the embassy; and second, the service provider's responsibility to individual applicants.

Service Provider's Responsibility to the Embassy

In regards to the relationship between the embassy and the service provider, the limits, as well as power and liability arenas, are defined in the following RFP: “[T]he Mission/Post will not be liable to contract and tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss, or cost (including legal and lawyer/client costs) to [t]he Bidding companies or other persons in respect of this RFP” (Embassy of India, Netherlands, 2016, p. 1). Again, the consular outsourcing does not involve any employment relationship between the embassy and the service provider staff. The embassy aims to ensure that service providers “provide courteous and efficient service at all times. The Embassy/Consulates General reserve the right to monitor the quality of service provided and impose necessary corrective measures on the agencies in terms of their contractual obligations” (Consulate General of India in the USA, 2013). The embassy has a monitoring and corrective power performed through directives and guidelines (Callon, Lascoumes and Barthe 2009). The embassy controls the service provider with periodic reviews or ad hoc inspections without prior notice, and this is the sole responsibility of the embassy.

In light of the analyses on RFP and service level agreements, the embassy does not take any responsibility and liability in any task, and for each task all responsibility and liability are assigned to the service provider. The terms that described how the service provider was assigned

responsibilities are direct: “[T]he Service Provider accepts full responsibility for ...” “[T]he Service Provider shall be responsible for...” “...will be the responsibility of [t]he Service provider.” The word tree provided in Figure 2 summarizes how the word “responsible” was used in consular outsourcing discourse. Firstly, the left side of the tree depicts the subject of being responsible, and service providers were mentioned in relation to the term responsibility, with different wording such as agencies and outsourcing agency. Secondly, the right side of the tree depicts the duties for which service providers are fully responsible.

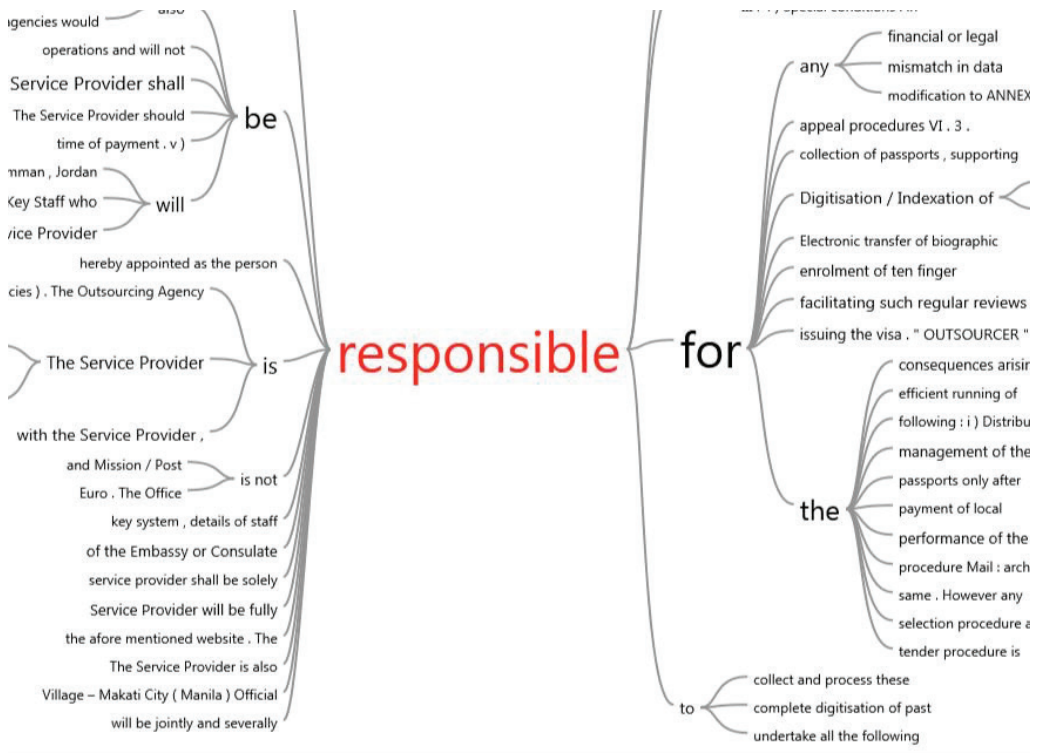


Figure 2. Text search query

Source: Nvivo Software Keyword Analysis Result conducted by the author for the term “responsibility”.

For a more detailed insight, the author conducted a manual search throughout the RPFs and agreement texts, and created the following list by also identifying which responsibilities carry security aspects.

Table 4: Responsibilities Assigned to Service Providers by the Embassy

Distribute Application Forms, Assistance to Applicants, Scheduling of Appointments, Acceptance of Fee, Transfer of Government Fee to [t]he Mission/Post's Account, Receipt to Applicant, Sending/Collection of documents and Passports to [t]he Mission, Return of documents to Applicants. Text in SLA: "In a timely and orderly fashion in a secure and verifiable manner" (p. 1).
Website: Providing Accurate Status of the Applications on the Website & Security and Integrity of Website Text in SLA: "During the entire period of operation of the website, [t]he Service Provider is fully responsible for the security and integrity of the website." (p. 1).
Data Processing and Protection – Digitisation and Indexation of Data, Text in SLA: "The Service Provider will be responsible for any mismatch in data after uploading finally." (p. 21). – Enrolment of Finger and Facial Biometrics Text in SLA: "The Service Provider should ensure safety of storage and transfer of such data." (p. 19) – Quality Control and Systems Highlighted and Certification Text in SLA: ISO-9001-2008 (QMS-Quality Management System, ISO-27001-2013 (ISMS-Information Security Management System), ISO 23026-2015 (Website Quality Certification) (p. 8). – Data Protection Requirement Text in SLA: "Any other procedures for privacy and protection of data should be implemented as per local Government procedures. It will be the responsibility of the Service Provider to ensure full compliance with local laws in this regard." (p. 35). – Hardware for Biometric Enrolment Text in SLA: "The software for biometric enrolment will be provided by National Informatics Centre, while the hardware shall be the responsibility of the Service Provider" (p. 47). – Control of Applicants Text in SLA: "A security system for the control of Applicants and safe custody of documentation collected/biographic and biometric data, including information held on IT systems" (p. 27).
Documents – Loss of Passports/Documents & Postal/Courier applications Text in SLA: "[t]he Service Provider shall indemnify the Embassy... in the event of any claim made by any applicant on any account and it shall be the Service Provider's responsibility to compensate applicants if such losses occur." (p. 55). – Security of Documents, Text in SLA: "The security of documents will be the responsibility of the Service provider." (p. 18).
Fraud – Reporting of Fraud Text in SLA: "[t]he Service Provider shall also be responsible for any financial or legal implications in such an eventuality" (p. 8)
Emergency Situation/Contingency Plan – Coordination with the Mission Text in SLA: "The Supervisory and executive personnel of [t]he Service Provider will be responsible for the efficient running of the Centres and shall closely coordinate with the Mission/Post." (p. 10)
Premises – Security System at Premises Text in SLA: "The Bidding Company should provide for a viable and effective security system for premises, personnel, and data relating to the VAC in full compliance with the relevant local laws and as prescribed by the Mission." (p. 10) – Selection of Premises Text in SLA: "VAC must be located, preferably, within two kilometres of the Embassy, in a reputable area where security is not an issue, and must be easily accessible by public transport, subject to the satisfaction of the Mission." (p. 10) – Staff Changes and Training Text in SLA: "[t]he Embassy undertakes to change any member of staff so deployed, found to be unsuitable on any grounds such as inefficiency, indiscipline, security, quality of service etc., at the discretion of the Mission." (p. 23)
Local Partner

Text in SLA: “Any dispute between the Service Provider and the local partner is the responsibility of the Service Provider only and should be settled accordingly, and Mission is not responsible for the same. However, any problem arising out of such dispute affecting the outsourcing of CPV services shall be the sole responsibility of the Service Provider and shall be dealt with as per penal provisions indicated in the RFP” (p. 32)
Termination
Text in SLA: “[t]he Ministry of External Affairs shall also have the right to terminate the existing Contracts in other Missions/ Posts. The Service Provider shall be responsible for the consequences arising out of such termination in regard to other parties and agencies.” (p. 34)
Local Laws and Payment of Local Tax
Text in SLA: “To ensure full compliance with local laws in this regard, to ensure compliance with privacy laws and protection of personal data.” (p. 19)

Source: Embassy of India, Bangkok, 2014.

Table 4 lists the task and duties for which the RFP and SLA documents clearly state that the embassy does not have any responsibility and liability, and that all responsibility and liability belongs to the service provider. Once the researcher identified which tasks and duties contained direct security responsibility aspects (24 out of 37 or 65%), it was clear that the data suggests that there are some security issues that need consideration. Such an analysis also revealed the global-local dichotomy, which constitutes the very nature of consular outsourcing in remote territories. Outsourcing agreements assign full responsibility to service providers to follow, implement, and apply local laws. However, contingency plans based on local requirements may create risks and complexities.

Examining RFP and SLA documents revealed how security, contingency, responsibility, and accountability aspects still remain as very abstract terms. This always signifies uncertainty as far as reification, which can be analysed case-by-case using an ad hoc method. However, one might pose the problem of transparency in order to understand dynamics, stories, and the actors of these processes.

Service Provider’s Responsibility to Individuals

Examining the disclaimer statements of the service providers revealed that the companies disclosed the term “responsibility,” but not all of the responsibilities listed in Table 4 were directly assigned to the service provider by the embassy. Disclaimer statements do not clarify each detail, as compared to service level agreements, and only provide general information about the disclaimer policy of the service provider. This section summarizes the research results based on an analysis of the terms, “responsibility,” “liability,” and “control.” As compared to the responsibilities assigned by the embassy with the service level agreement (visa application, website, data processing and protection, documents, fraud, emergency situation, coordination with the mission, premises, local partner, termination, local laws), the disclaimer statements provide limited information about direct, indirect, and no responsibilities of the service provider. Although each disclaimer statement varies, each points out standard subject areas. The common point is that the service providers only take responsibility for visa application, and for the rest of the tasks (website,

data processing and protection, documents, fraud, emergency situations, coordination with the mission, premises, local partners, terminations, local laws), they do not accept any liability, accept limited liability, assign some liability directly to the applicant, or simply do not mention the tasks in their disclaimer statement.

In disclaimer statements, the service provider accepted that “VFS is responsible for acceptance of documents and Attestation/Apostle fees (if any), and logistic fees, submission of documents at the Ministry of External Affairs/Home Dept./Embassies, collecting the processed documents from the Ministry of External Affairs/Home Dept./Embassies, and returning the documents back to the applicants” (VFS Global Disclaimer, 2017, p. 1). This is also valid for partner companies wherein the applicants have to contact these companies that do not have direct websites, so the applicant has to contact the companies through the main service provider, which creates a gap for the applicant. However, the service providers do not take responsibility, the website, fraud, or loss of documents as per the following the disclaimer statement sample: “By accessing this Website, you agree that TT Services will not be liable for any direct or indirect or consequential loss, damages, or compensation arising from the use of the information and material contained in this Website, or from your access of other material on the Internet via web links for this Website... TT Services reserves the right to suspend access to the web on technical grounds, maintenance, security, and Act of God grounds, and assumes no responsibility to compensate or refund a user to access suspension (TT Services Disclaimer, 2017, p. 1).”

Moreover, although the security of a document is the responsibility of the service provider as stated in the service level agreement, the service provider does not take any responsibility in this aspect. The service provider disclaimed that since delivery services are operated by a third-party and “the applicants agree and accept” it, the service provider “does not control or operate any courier company, neither does it control or operate any facility or service provided by the courier company:

“VFS disclaims any and all liability for any loss or damage caused to the applicant in the event that his/her Documents are delayed/ misplaced/lost/damaged by the courier company, whether such delay/misplacement/loss/damage results from negligence, accident, or any other cause. In no event shall VFS and/or its representatives be liable for any direct, indirect, punitive, incidental, special, consequential damages, or any damages whatsoever due to such delay/misplacement/loss/damage of the Documents, including the applicant’s passport (VFS Global Disclaimer, 2017, p. 1)”.

With respect to this responsibility aspect, the service provider may accept full liability with a certain limit of compensation: “Subject to the other provisions of this section, our maximum liability for loss caused to you, whether under contract, tort, or otherwise, shall be limited to the losses and damages up to a maximum of \$500 for which CIBTvisas is directly responsible and which can be wholly attributable to incorrect provision of service by CIBTvisas”. The following service provider disclaimer transfers some data protection measures to the applicants: “VFS GLOBAL shall not be obliged to respond to e-mails containing personal information. In case

any personal information is disclosed, the same shall be at the sole risk of the Users/applicants and VFS GLOBAL will not be in any manner responsible for any events of misuse etc.” (VFS Disclaimer to Germany in UK, 2017, p. 1).

In the case of fraud, although in the service level agreement, “[t]he Service Provider shall also be responsible for any financial or legal implications in such an eventuality,” the service provider transfers this responsibility to the applicant: “If you come to know that a fraud is being perpetrated, we encourage to forthwith contact your local police and/or any competent authorities and also to keep us informed by reporting the fraud at acco@blsinternational.com. Under no circumstances will BLS International be liable or responsible for any loss, damages, expenses, or inconvenience resulting from these unauthorized persons and/or activities (BLS International Disclaimer, 2017, p. 1).”

Moreover, as consular outsourcing is based on mobile technologies, Internet platforms, computers, and related technologies, “objectification and singularization” are enacted through these devices (Callon and Muniesa, 2005). For instance, the direct communication between the embassy and citizens is only through emailing. Moreover, the Short Messaging Service (SMS) provided to visa applicants is to update on current status to the applicant. More importantly, again the service provider is not responsible or liable to the visa applicant for any loss, damage, or expenses incurred directly or indirectly by the visa applicant as a result of any difficulties experienced by the visa applicant’s mobile phone service provider (VFS Disclaimer to Germany in UK, 2017, p. 1).

Another question comes in relation to the spheres and extent of the control. In each disclaimer, the service provider emphasized that it “takes every reasonable precaution,” but then added “However, [the company] shall not be responsible in any manner whatsoever to the applicant for ... any other reason outside the control of, or not arising out of a wilful default of [the company].” Based on this statement, one might ask whom and how “reasonable precaution” and “reasons” are to be defined or clarified, as well as how the extent of the control is determined in understanding the meaning of “outside...” or “beyond the control of.”

With regard to dispute resolution, the disclaimer statements directed the applicants to local courts and, which proves that the direct accountable contact is not the embassy. Stating, “any claims or disputes arising in relation to the services provided by VFS to the applicant shall be subject to the exclusive jurisdiction of the courts in Mumbai,” strongly suggests that the local courts have exclusive jurisdiction and the embassies are not accountable in this sense.

Conclusion: Depoliticization, Individualization and Insecuritization for Individuals

In light of this content analysis provided with this paper, a new area of politics that emerges with neoliberal governmentality detaches individuals from the legal-political sphere and produces enterprise individuals who will become responsible for any risks associated with visa applications. This process signifies a policy that constructs the political rationalities of the state

and individual based on the market principles. As such, depoliticization as a strategy of neoliberal governmentality becomes the central device of individual political rationality that is established visa processing arrangements².

The exclusive nature of consular outsourcing may create inequalities. The old process of visa operations included three parties, namely the “travel agency, the customer, and the consulate.” However, with the new process, consular outsourcing requires both travel agencies and, in some cases, citizens, to go to the outsourcing company. In many cases, consular outsourcing cut off the direct application of individuals and travel agencies to the consulate (Kuula, Putkiranta and Tolokas, 2015). Moreover, besides exclusive visa service agreements, technical loops are problematic. In 2015, a serious technical bug occurred in the VFS Global system that allowed users to access other people’s private information. If a user logging into the system mistakenly input the ID number of another user, that user could see the personal information of other applicants, including their date of birth, passport details, and addresses. The problem could not be resolved immediately by the company due to technical issues. A VFS Global spokesperson stated, “We launched a beta release of the Italy visa online application form in UK [for third country nationals] yesterday, July 15th at 9:30 a.m. GMT. Since it was a beta release, the new release was scheduled for July 16, 2015, midnight India time. Once the issue was highlighted, the new release was [rescheduled] and rolled out at 1:00 p.m. GMT on July 16, 2015” (Guardian, 2015). However, the problem still persisted four days later (SC Magazine, 2015). In 2016, VFS Global’s visa application centres in Bangkok were not be able to process visa applications for those who wanted to apply for a Denmark visa due to a severe computer breakdown in the Danish government’s IT system. This problem required two to re-establish the system, which created a flood of cumulative applications (ScandAsia.com, 2016).

In light of the gaps between responsibilities assigned in service level agreements and company disclaimer statements, as well as between responsibilities of the embassies to the embassy and those to individuals, this section examines how these gaps resulted in depoliticization and individualization. As Lazzarato (2009) mentioned, this is how neoliberal dispositifs depoliticize individuals, not through “a subtraction of rights, but by a multiplication of his own interests.” In the case of consular outsourcing service providers, the neoliberal form of state outsource views these companies as indirect techniques “for leading and controlling individuals without, at the same time, being responsible for them” (Lemke, 2001, p. 201). Therefore, the welfare concepts of socialization, mutualization, and collectivization (Lazzarato, 2009, p. 118, 121) transformed into a problem of self-care for which the individual is responsible not only for him/herself but also his/her moral wellbeing, as well as economic-rational actions (Lemke, 2001). This entails “a reorganization or restructuring of government techniques” shifting from the regulatory capability of the state onto responsible and rational individuals who have to also assume responsibility for their failures as well, which is referred to as a “price-tag” (p. 202). Similarly, individuals are

2 Special thanks to the blind reviewers for their special comments on this section. Although the concept of depoliticization has been discussed in various studies, including development literature (Ferguson, 1990); privatization (Raco, 2014); multiculturalism (Van Puymbroeck and Oosterlynck, 2014).

left “at the mercy of the market,” and they have to confront risks/difficulties during the visa application process as such “subjection requires making the individual responsible, culpable, or criminalizable” (Lazzarato, 2009, p. 127).

Although these companies have been working to maintain their competitiveness and strengthen their security technologies, individualization does not aim to secure applicants against risks, but to reconstruct a system where individuals *individually* take it upon themselves to confront risks (Lazzarato, 2009). Although the state is accountable to each other and, at the same time, to their citizens, visa companies are not accountable, but only responsible to the state and citizens. This responsibility may even fail to be fulfilled, as these companies are very difficult for citizens to access. Examining the concepts of individualization and depoliticization led to the term “insecuritization,” due to the lack of direct personal contact with the accountable authority (embassy), as well as of data security resulting from the lack of technical capabilities of these companies to protect the personal data of citizens.

By utilizing the Foucault’s concept of “neoliberal governmentality,” this paper is based on his critique of neoliberalism, to analyse consular outsourcing, with a discourse and document analysis of the terms *responsibility* and *accountability*. The neoliberal governmentality approach enabled analysis of the diversity of forces and groups involved in public processes, as well as the discursive character of the neoliberal governmentality processes. This study also fills the gap in the neoliberal governmentality literature by studying the missing concepts in the Foucault’s analysis in terms of power, power relations, discipline and control. Therefore, this paper might be characterized as an attempt to associate these concepts with neoliberal governmentality by revealing a number of empirical results³.

First, analysing RFP documents, service level agreements and disclaimer statements of consular outsourcing revealed how these documents make new discourse of governments “knowable, calculable, and administrable” (Miller and Rose, 2008, p. 30). With consular outsourcing, governments apply a neoliberal approach based on the terms of “efficiency” and “customer satisfaction” rather than “security.” However, the change of political rationalities in visa policies pointed to a change in discourse (from visa restriction to visa liberalization), yet the visa processes have not liberalized or facilitated, and this discourse change only resulted in the inclusion of new actors, practices, and processes.

Second, this content analysis revealed the gaps in responsibility and between accountability processes in which governments have only monitoring, controlling, and corrective roles rather than being directly responsible and accountable for preventing or eliminating control overflows. Due to these gaps, consular outsourcing creates a blurred area within the public and private spheres by creating depoliticization, which leads to individualization and insecuritization in an area where governments take no responsibility while, at the same time, are accountable (Hobolt and Tilly, 2014). With consular outsourcing, the gaps in responsibility and accountability created

3 Special thanks to the blind reviewers for their special comments on this section.

“insecurity, inequality, and individualization as part of ensuring the conditions of power to exercise a hold over conduct. These conditions include the formation of a new type of individual, the person who is an ‘entrepreneur of him/herself,’ who is meant to fit into the framework of society remade not only as an ‘enterprise society’” (Lazzarato, 2009, p. 110) but also an enterprise state and its associated political rationality.

Limitations and the Future Research

The study is not without limitations. First, despite many attempts to the author to reach the managers and representatives of service provider companies in different countries in order to conduct online interviews, the author could not get any replies. Therefore, the study is based on only the content analysis. Second, since the documents used for the content analysis are confidential in nature, the sampling plan is limited to the author’s effort to search open access documents on the Web. Therefore, the sampling of the content analysis is based on randomly selected documents. For the future research, following Lazzarato’s (2009) insight, the discussion on individual rights and interests might be elaborated within the public law platform in relation to the dichotomy between classical liberalism and neoliberal governmentalism. Moreover, the future research might focus on the migration literature with regards to the consular outsourcing from the approaches of biopolitics and governmentality.

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