

High Commission of India
London

Queries received from bidders

| Sl. No. | Bidding Document Reference(s)(section number/ page): Content of RFP requiring Clarification; RFP Page No. | Points of Clarification Required | Reply /Response based on CPV Division's Recommendations |
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| 1 | <u>CHAPTER I: REQUEST FOR PROPOSAL (RFP)</u> <u>Point No.7(iii); RFP Page No. 4.</u> Digitization/Indexation/scanning of Consular applications forms along with enclosures, capturing of biographic data and photograph and transfer the data electronically to High Commission of India, London and CGIs in Birmingham and Edinburgh. This data duly indexed should also be provided in CD/DVD or any other reliable storage format to the Mission and Posts for efficient search and retrieval operations | Request High Commission to allow OSP to transfer the duly index data in electronic form to Mission and Post which is more reliable form of data transfer. | Subject to feasibility. |
| 2 | <u>CHAPTER I: REQUEST FOR PROPOSAL (RFP) / Point 9; RFP Page No. 5.</u> The High Commission of India, London/CGIs in the UK may need to increase or decrease the number/size of ICACs, if deemed necessary, and the OSP shall be required to increase or decrease number/size of ICACs at no additional expenditure/charge to be borne on such account by GoI/Mission/Post/GoI/applicants. OSP should | Request you to please share the minimum number/size of ICACs. The bidder can accept +/- 5% to accepted thresholds for number /Size of ICACs however unlimited/uncapped size of ICACs cannot be accepted. Please amend the clause accordingly. | If Appointment Cycle increases by 25%, then OSP shall be required to increase no./size of ICAC to cater the increased demand to keep Appointment Cycle within approved |

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| | quote financial bid keeping in mind this aspect and OSP will not be allowed to charge any additional cost from anyone [either from applicant or Mission/Post/Ministry]. | | limits. Obviously, Mission will have to firstly finalise Appointment Cycle for accepting applications in ICACs. |
| 3 | <u>CHAPTER II : BIDDING SCHEDULE AND PROCESS; Last Date for Submission of bids: 30.05.2023; RFP Page No. 7.</u> | The bidder requests to extend the submission timelines of the bid to 31st July 2023. | Last date for submission of bids has been extended to 26 th June, 2023. |
| 4 | <u>CHAPTER V: MANDATORY ELIGIBILITY CRITERIA, Point No v; RFP Page No. 15.</u> The Bidding Company must provide a list of all the cases in the past five years and their outcome as well as present cases pending litigation in Indian and foreign courts pertaining to outsourcing services or other services based on which the bidding company became eligible to take part in the present tender process. | The bidder requests to submit the self-certificate signed by an authorized signatory for non-blacklisting. Hence kindly amend the clause accordingly. | 'No Change' suggested in existing provisions of RFP. |
| 5 | <u>CHAPTER V: MANDATORY ELIGIBILITY CRITERIA, Point No x; RFP Page No. 15.</u> 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 and ISO 23026-2015 (or equivalent) for website quality certification | The bidder requests to submit the ISO-9001-2008 (or equivalent) certification for quality management and ISO-27001-2013(or equivalent) certification for IT-related services as mandatory certifications and make the ISO 23026-2015 (or equivalent) for website quality certification as optional one. Hence kindly modify the clause as: The Bidding Company should have ISO-9001-2008 (or equivalent) certification for quality management (Mandatory certification) and ISO-27001-2013 (or | Bidders should provide justification if their certifications are higher or equivalent to the ones mentioned in the RFP. If certifications being provided are higher or equivalent to those mentioned in the RFP, same may be accepted. |

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| | | equivalent) certification for IT-related services (Mandatory certification) and ISO 23026-2015 (or equivalent) for website quality certification (Optional certification). | |
| 6 | <p><u>CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED; RFP Page No. 22.</u></p> <p>Mission handled more than 700 transactions/services per day based on total cumulative Consular/Passport/Visa/OCI services extended by the Mission in the years 2018, 2019 and 2021. Please provide transaction volumes for separately for each - Consular, Passport, Visa, OCI services for the 3 years</p> | Please provide transaction volumes separately for each - Consular, Passport, Visa, OCI services for the 3 years. | Details already uploaded on Mission/Post website on 28.04.2023 under Heading “Replies to Pre-bid Queries in respect of RFP for tendering of Outsourcing of CPV-OCI Services” . |
| 7 | <p><u>CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED Point I (iv); RFP Page No. 28.</u></p> <p>The Service Provider shall upload the application and scanned supporting documents on the respective platform (IVFRT, GPSP, OCI portal, etc.) at the time of initial processing of the application.</p> | Request High Commission to confirm that access to these portal/Platform (IVFRT, GPSP, OCI portal, etc.) will be given to OSP. | Access to these portal/Platform (IVFRT, GPSP, OCI portal, etc.) will be given <u>as</u> OSP. |
| 8 | <u>Chapter VII. Point No.3 (vii); Premium Lounge facility; RFP Page 38.</u> | Request High Commission to Mandate it as an optional services only for locations which are spread over 4000 Sqft plus. | ‘No Change’ suggested in existing provisions of RFP. |
| 9. | CHAPTER X: BANK GUARANTEES (BGs); The amount of PBG shall be given in four pieces with 50%, 20%, 20% and 10% of the total value. The Mission can invoke any or all of these Bank Guarantees depending on the extent and the severity of the violation of the terms of the Agreement. RFP Page No. 41. | The proposed PBG plan is not acceptable, it must be 5 percent of the contract value. Kindly modify the clause accordingly. | ‘total value’ of PBG is mentioned in CHAPTER X: BANK GUARANTEES (BGs) Clause I(ii) (which is 3% of contact value). Same may be provided by OSP in |

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| | | | four pieces (50%, 20%, 20% and 10%). |
| 10 | <p><u>CHAPTER X: BANK GUARANTEES (BGs); RFP Page. 41.</u></p> <p>The OSP shall provide a Bank Guarantee of GBP 15,25,000 for premature termination of Contract, for a sum equivalent to ‘Service Fee (as per L1) x 180 days x Number of Applications per Day’ - based on the average of the three-year pre-Covid period (Jan-Dec 2017, Jan-Dec 2018, Jan-Dec 2019).</p> | PBG should not be applicable on premature termination of contract. Kindly modify the clause accordingly. | ‘No Change’ suggested in existing provisions of RFP. |
| 11 | <p><u>CHAPTER XI: SERVICE LEVEL METRICS/PENALTIES; RFP Page 43.</u></p> <p>In case penalties are not paid within 7 working days from the date of written communication from the Mission concerned, additional penalties will be imposed on a cumulative basis @ 0.5% of the penalty amount payable per day, including holidays, if reasons for such delays are not acceptable to the Mission.</p> | Request High Commission to levy the additional penalty only in case of delay in penalty payments after settlement of the dispute with OSP. Please Cap the Penalties to 10% of monthly fees payable. In case the penalties exceeded 10% in consecutive two months, contract can be terminated. | ‘No Change’ suggested in existing provisions of RFP. |
| 12 | <p><u>CHAPTER XI: SERVICE LEVEL METRICS/PENALTIES</u></p> <p><u>Chapter xi: Point No. 23; RFP Page No. 49.</u></p> <p>Any complaints of discourteous behaviour shall lead to levying of penalty equivalent to 100 in each instance on the OSP. A written apology shall be tendered by the staff of the ICAC to the Mission concerned for discourteous behaviour. Violations beyond three times shall result in levying of penalty at the enhanced rate ofin each case. Repeated violation (beyond three) by the same staff member of OSP shall result in termination of his/her services.</p> | Request High Commission to delete this clause SLA/Penalty as it is very subjective and its not possible to validate such incidents. | ‘No Change’ suggested in existing provisions of RFP. Complaints will be examined by the Mission, and if OSP is found at fault, the penalty shall be levied. The decision of Mission will be final in this regard. |
| 13 | <u>CHAPTER XI: SERVICE LEVEL</u> | Due to confidentiality reasons, copies of | As an alternative, |

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| | <p><u>METRICS/PENALTIES; RFP Page No. 51.</u> Delay in submission of Insurance Policy in respect of the ICAC</p> | <p>insurance policies cannot be shared. However, the bidder can share self-certificate related to the insurance policies covering the relevant information</p> | <p>bidder could self certify though a notarised affidavit that they have taken requisite insurance policy for the effective delivery of services as required by the terms of the tender. Bidders should submit duly notarised indemnity bond to indemnify for losses in the event the insurance is found defective or non applicable to the subject matter of tender.</p> |
| 14 | <p><u>CHAPTER XI: SERVICE LEVEL METRICS/PENALTIES</u> <u>Chapter xi: Point No. 23; RFP Page No. 52.</u> If two warnings given to the OSP remain unheeded, violations may lead to imposition of penalty @ for the first time of such violation, @..... for the second violation, @..... for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.</p> | <p>Request High Commission to specify the violation if any which they want to get address through this SLA clause. Also request the High Commission the quantify the warning on Annual basis insist of the OSP contract duration.</p> | <p>'No Change' suggested in existing provisions of RFP.</p> |
| 15 | <p>Termination of Contract Point No. 4(i); RFP Page No. 55. Mission reserves the right to terminate the Agreement at any time by giving two months' advance notice to the Service Provider. However,</p> | <p>In case of premature termination request the High Commission to remit early termination charges to the OSP which would be equivalent to the proejected revenue for the remaining period of the</p> | <p>'No Change' suggested in existing provisions of RFP.</p> |

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| | Mission shall also have the right to terminate the Agreement by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws, non-compliance of taxation laws in UK and encashing the Bank Guarantee for Premature Termination of Contract. Termination will have effect from the date of notification unless there is a specific statement to the contrary in the notice of termination. | contract | |
| 16 | <u>Chapter XIII (1.i); RFP Page No. 56.</u> Any consequential claim made by the applicant/applicants or any local Government authority | Neither party will be liable for indirect consequential damage. Hence, kindly incorporate the suggestion. | 'No Change' suggested in existing provisions of RFP. |
| 17 | <u>Point No.1(iv); RFP Page No. 57.</u> The proposal, in original, must contain the information required by the RFP, signed by an authorized representative of the Bidding Company. Faxed or e-mailed proposals will not be accepted. | Request High Commission to standardize the same for this RFP/All Annexure which are part of the response. | No objection for signing the proposal and annexures by authorised representative(s) of the Bidding Company. Due intimation of the authorised representative(s) appointed by the bidders should be given on the letter head, with proper stamp/seal to the concerned Mission. |
| 18 | General | The bidder requests to add below clause in the proposal: Limitation of Liability: | 'No change' suggested in existing provisions of RFP. |

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| | | <p>Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller.</p> | |
| 19 | <p><u>CHAPTER XVI: TIMELINES AFTER AWARD OF CONTRACT; RFP Page No.63.</u></p> | <p>Operations and Maintenance should be within 7 months of the signing of the contract. Hence, kindly modify the timelines accordingly. Signing of the contract between the Mission and OSP Identification & Selection of Premises: Within 8 Weeks of the contract signing Parallel placement of Personnel: Within 20 weeks of the contract signing IT & Non IT Infrastructure: Within 24 weeks of the contract signing Manpower (after due trainings &</p> | <p>'No Change' suggested in existing provisions of RFP. However, Mission may give some relaxation on administrative grounds keeping in view date of expiry of existing contract.</p> |

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| | | handshake): Within 24 weeks of the contract signing | |
| 20 | <p><u>CHAPTER XVI: TIMELINES AFTER AWARD OF CONTRACT Point 1(i); RFP Page No. 64.</u></p> <p>The timeline is only indicative in nature as per the proposed date of starting of operation by the selected OSP which is tentatively scheduled as 1st July, 2023 and can be modified by the Mission/Ministry on the suggestion of the Mission concerned as per their administrative requirements and to meet with the deadline of the expiry of the existing Contract or positioning of the new OSP etc.</p> | Please confirm if the Exit Management clause of the current contract with incumbent provides for transitioning of people and premises on as-is basis to the new service provider. If this is the case, we would like to propose a transition from incumbent vendor on as-is basis, and continue services at the same centers and with the same people until new centers are ready. A transition plan may be drawn up for this purpose as specified in the present contract with the incumbent service provider | New OSP shall be required to manage and provide services as per provisions of RFP. |
| 21 | <p><u>CHAPTER XVII: VALIDITY OF CONTRACT; RFP Page No. 65.</u></p> <p>The Contract will be valid for three years from the date specified by the Mission/Post, with review of operations after each completed year. Mission/Post will have the option of extension of Contract, subject to satisfactory performance of the Service Provider, for a maximum period of further two years, on the same terms and conditions.</p> | Please confirm that the contract period is implementation period (x months) plus 3 years' support from Go-Live date. Request High Commission for going ahead with an extension beyond three years on mutually agreed Terms & Conditions. | 'No Change' suggested in existing provisions of RFP. |
| 22 | Please confirm in case of bidding as a JV, can they provide EMD Bid Guarantee as 2 individual guarantee of 50% each of the total amount of Guarantee. | | Lead member of JV to furnish EMD/Bid security. |
| 23 | In case of bidding as JV, in whose name Indian Embassy will issue the contract, in the name of JV? or in the name of lead bidder? | | Mission will sign the contract with all members of the JV. |
| 24 | Is Local business partner to meet the same eligibility | | Non-lead member of JV (Local business |

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| | criteria as the main bidding company? | | partner) are only required to meet at least 50% of criteria of Annual Turnover and Net Worth (as mentioned in para 1 (ii) and (iii) of Chapter V: Mandatory eligibility criteria of RFP). |
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