

Compilation of Pre-Bid Queries & Responses of interested OSPs (2024)

regarding RFP for Outsourcing of CPV Services at EOI Berlin & its Consulates in Germany

| S. No. | RFP Main / Sub-Section | Page No. | RFP Clause | Query | Mission's Response |
|--------|------------------------|----------|--|--|---|
| 1 | Chapter I, Pt. 3 | 3 | The contract will also include provisions regarding Force Majeure, unusual situations like COVID-19 pandemic or any other similar unprecedented emergency situation which may affect normal working conditions during which the OSP would be required to provide minimum specified services as per the requirement of the Mission / Post(s) and as may be permissible under the applicable State laws, termination of contract and the consequences of termination. | During such Force Majeure situations, will penalties and SLAs be applicable to the OSP? | Decisions will be made taking into account Force Majeure conditions. |
| 2 | Chapter – I, Pt 5 | 4 | In the event of rollout of chip-enabled e-passport services by the Ministry, the OSP will be responsible for the enrolment of ten-finger and facial biometric data of the applicants, as prescribed by the Indian Mission/Posts. Mission/Posts in coordination with the NIC, will provide necessary biometric capturing software for the purpose or compensate actual cost incurred to establish the system to capture biometric data as specified by the Ministry while the hardware shall be the responsibility of the OSP as per the standards prescribed by NIC. | <p>What will be the timeline for the Chip-enabled passports to be rolled out?</p> <p>Also, as it will be a staggered roll out what %age of applicants will have a chip-enabled passport?</p> | This is a policy matter of GOI. The timeline of the same is not yet conveyed. As and when it will be rolled out, it shall be shared with the OSP. |

| | | | | | |
|---|---|---|---|--|---|
| 3 | Chapter I, Pt. 8 (iii) | 4 | Capturing of Biographic data and photographs Electronic transfer of data to the Embassy of India, Berlin and CGIs in Munch, Frankfurt and Hamburg | Need information on maximum no. of attempts to collect fingerprints, fingerprint quality threshold %, exception cases if any & exemption case if any | <p>* Minimum 3 attempts have to be made for collection of fingerprints, if not successful, the OSP needs to contact the Mission/ Post.</p> <p>* Fingerprint quality threshold is 100%</p> <p>🕒 EXEMPTIONS:</p> <p>* Applicants with less number of fingers shall give fingerprints of the existing fingers only.</p> <p>* Applicants above 70 years of age and below 12 years of age would be exempted from biometric capturing.</p> <p>Only applicants for tourist visa and business visa for 5 or more years duration need to provide biometrics. Biometric capture is not required for other types of visas as of now.</p> |
| 4 | CHAPTER I: REQUEST FOR PROPOSAL (RFP) Point 05. | 4 | In the event of rollout of chip enabled e-passport services by the Ministry, the OSP shall be responsible for enrolment and capture of ten-finger and facial biometric data of the applicants, as prescribed by the Indian Post. In that case the Post in coordination with the NIC, will provide necessary biometric capturing software for the purpose while the hardware shall be the responsibility of the OSP as per the standards prescribed by Gol's National Informatics Centre (NIC). No request/claim for any hardware and its installation would be entertained under any circumstances during the | <p>We kindly request you to provide us with complete technical specifications for the hardware and its installation. This information is necessary for us to include in our price bid. At this time, we do not have any clarification regarding the quantity, technical specifications, or any other hardware/software requirements.</p> <p>The service fee depends on various factors, such as the index prices of the country. Since we are unsure of when chip-enabled e-</p> | <p>The details are already provided at the Annex-B (page no.74 and 75)</p> |

| | | | | | |
|---|-------------------------------|---|---|--|--|
| | | | period of contract. Hence the rates should be quoted with these provisions in mind. The OSP shall coordinate with the Post and NIC or any other agency authorized by the Ministry to put in place seamless procedures for this purpose. | passport services will be implemented by the Ministry, we kindly request that this requirement be removed from the current Request for Proposal (RFP). | |
| 5 | CHAPTER 1: RFP, Para 8 (v) | 5 | Responsibilities for broad functions | Kindly provide the Data Protection Guidelines and Information Security Standards. | Kindly follow the data protection law and guidelines of the Government of India and German local laws. |
| 6 | Chapter I, Pt. 10 | 6 | The Mission/ Posts wish to engage a single OSP to collect applications, with the applicable fees, along with passports and other relevant documents as specified by the Mission/Posts from the applicant to be received in person as well as by mail/courier on its behalf, deliver them to the Mission/Posts and subsequently return the processed passports to the applicants in a secure and expeditious manner. | Please confirm which are the services that are handled by post. Also confirm | Services handled by the Posts and Mission are the same. |
| 7 | Chapter I- RFP Para 12, | 7 | The Mission may need to increase or decrease number of ICACs, if deemed necessary. | Mission may elaborate on approximate increase or decrease in number of ICAC in order to work out cost. | It would depend on work load and viability of the ICAC. Mission/Post may decide to establish ICAC in one or more towns including the locations at Dusseldorf, Stuttgart, Hannover and Dresden. |

| | | | | | |
|----|---|----|--|---|--|
| 8 | Chapter ii | 7 | General Query Pre-Bid Conference: 22 April 2024 | Can the bid documents be signed by DSC or physical signatures are required We would like to inquire whether the conference can be attended online. | As the bid documents are required to be submitted in physical form, so they need to be ink-signed and submitted. |
| 9 | Chapter III: instructions to bidders | 9 | (x) Companies/Firms registered outside India are eligible to participate in the bidding process. | Under the provision of GFR 161 (iv). No foreign-based companies can participate in the Global tender having a contract value of less than Rs.200 Crores | This tender being specific for engaging the services of an OSP by EI, Berlin in Germany is not a Global Tender Enquiry (GTE) and is not covered under Rule 161 (iv) of GFR as amended from time to time. |
| 10 | Chapter iii, point (xii) | 9 | Earnest Money Deposit (EMD) and other Bank Guarantees (BGs) as mentioned in this RFP can be furnished through SWIFT as per Annexure - G and J. | Kindly provide details of the Embassy bank account duly mentioning Account No./Address of the bank, details of SWIFT/IBAN. | IBAN No.: DE07100700000765812300 SWIFT/BIC No. DEUTDEBBXXX NAME OF BANK: DEUTSCHE BANK BRANCH ADDRESS: Deutsche Bank AG Filiate Berlin-Unter den Linden Unter den Linden 13/15 10117 Berlin NAME OF BENEFICIARY: Embassy of India |
| 11 | Chapter III: instructions to bidders, pt (xiv)(I) | 10 | I. The Mission reserves the right to reject the lowest bid as unresponsive, on the basis of the costing information provided in Annex-C as part of the financial bid, if it considers it unviable and could therefore lead to poor quality of services. In that event, the lowest responsive bid L1 may be decided amongst the remaining bids which are considered viable. | We would like to request for clarification on what is meant by the statement "the Mission reserves the right to reject the lowest bid as unresponsive, on the basis of the costing information provided in Annex-C" is there any minimum price which has been decided by the Mission below which the bid will be considered unresponsive. | The Bidder has to justify the quoted Service Charge in terms of viability based on projections within the ambit of information provided in the RFP. The total expenditure, including taxes, cannot exceed the total revenue. The viability/reasonableness of the expenditure quoted under sections B and C (Part-I) of Annex-C will be evaluated and decided upon by the Mission, based on local data and the |

| | | | | | |
|----|--|----|--|---|---|
| | | | | | <p>inputs and the justification provided by the Bidder.</p> <p>The bid must account for satisfying laws by Gol and local laws regarding minimum wages, space requirements, fire safety, etc. without compromising the standards of services. In case the bid is not able to justify the viability, it is liable to be rejected.</p> |
| 12 | Chapter III, Pt. (o) | 11 | <p>Bidders are required to make a Presentation at the time of evaluation of Technical Bids as per the date and time fixed by the Mission (as indicated in Annexure-E of RFP)</p> | <p>Please confirm that the presentation will be held privately between the Mission and the bidder as our presentation will contain confidential information.</p> <p>How many participants per company are permitted to attend the oral presentation?</p> <p>Will this be an e-meeting or in-person at the Mission premises?</p> | <p>Yes, in private.</p> <p>Two persons</p> <p>In person.</p> |
| 13 | CHAPTER III: INSTRUCTIONS TO BIDDERS | 11 | <p>(xiv) The following guidelines shall be applicable in respect of this RFP: I. The Mission reserves the right to reject the lowest bid as unresponsive, on the basis of the costing information provided in Annex-C as part of the financial bid, if it considers it commercially unviable as that could therefore lead to poor quality of services.</p> | <p>Can the Mission educate us on how the calculation is done for the bid price to be considered as commercially unviable?</p> | <p>The total expenditure, including taxes, cannot exceed the total revenue. The viability/reasonableness of the expenditure quoted under sections B and C (Part-I) of Annex-C will be evaluated and decided upon by the Mission, based on local data and the inputs, supplements, and the justification provided by the bidder.</p> |

| | | | | | |
|----|--------------------------|----|--|---|--|
| 14 | Chapter III, Pt. (xix) | 12 | Determination of Service Fee | Please confirm if the service fee for all CPV services needs to be the same or can a different price be quoted for different services. i.e., Consular fee: EUR X. Passport fee: EUR Y. Visa fee: EUR Z, | The service fee for all the CPV services will be the same. |
| 15 | Chapter III, Pt (xix)(b) | 12 | Reasonability / viability of the amount quoted by the bidder for each component in financial bid (Annex C) will be examined on the basis of viability of the proposal and in case bidder's quote for any component/item is not viable, the bid can be considered unresponsive and would be rejected. No services should be quoted as Zero, including biometrics and if a firm quotes NIL or abnormally low charges/consideration, the bid shall be treated as unresponsive and will not be considered. The decision taken by the Mission in this regard shall be final | Do all the applicants need to give biometrics or will it be only consular or any specific category of applicants? | Currently, biometrics are being collected for: (I)OCI applications and (II)Visa Applications of 05 Years and more validity and Tourist visa for traveling by Sea routes. However, more services can be added in future. |
| 16 | Chapter III, Pt (xix)(e) | 12 | The prospective bidders are expected to be aware of the Government of India's policy of visa liberalization, OCI and E-visa Scheme. Government of India reserves the right to further liberalise the visa regime. There shall be no compensation against any such instance when the number of consular applications gets reduced in the | Do we have any tentative timelines when GOI's policies mentioned in this clause will be implemented? If the same are implemented does the bidder have the flexibility to reduce the size/number of VACs? | It is not possible to indicate for future Gol policies. If the same is implemented, the Mission/Post will examine the proposal of the OSP. The decision of the Mission/Post shall be final in this regard. |

| | | | | | |
|----|--|----|--|---|---|
| | | | country and one or all ICACs is/are bound to be closed or relocated due to any unforeseen circumstances/situation. | | |
| 17 | Chapter III: Instructions To Bidders, Pg. 13 | 13 | Determination of Charges for Optional Services Shall provide OSs on the basis of a written request by the applicant. | Services like Photocopy, Photograph & Form filling etc. are usually requested during the submission process. Mission may kindly clarify about the compliance asked. | Yes. OSP needs to evolve a procedure for accepting verifiable written/digital request for all optional services. |
| 18 | | 13 | The prospective bidders are expected to be aware of the Government of India's policy of visa liberalization, OCI and E-visa Scheme. | To complete the umbrella of India Visa services, can the OSP provide form-filling assistance to applicants for submitting e-Visa through the same website? Will the service fee for such services be the same as the service fee for CPV services under the scope of this RFP? | No. OSP will not be involved in e-Visa processing in any manner. It is prohibited. |
| 19 | Chapter V, point -(x) | 16 | The Bidding Company must provide certification that its operations are compliant with local labour laws and the relevant tax regime and shall continue to be compliant with such regime. | We understand that self-certification is required. Please confirm | Yes, the OSPs will have to submit self-certification in this regard. |
| 20 | Chapter VII | 20 | | Premium Lounge Staff- The minimum staff requirement includes Premium lounge staff at each location. To derive at the core service cost, can we exclude this staff cost as PL is part of the Optional Services? (RFP page 20). | No. The cost involved in providing optional services shall be provided as per Part-I sections B and C of the Annexure-C of the RFP. |

| | | | | | |
|----|--|----|--|--|--|
| 21 | Chapter VII, Pt (vii) | 23 | Postal applications: The applications received by Post/Courier should be registered/brought into the main system on the same day of receipt at SP's office. | What is the cut-off time for postal / courier applications received in the day for bringing these into the main system on the same day. | Before the closing time of the ICAC every day. |
| 22 | CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED | 23 | B. Acceptance and forwarding of application to Mission (vi) Submission of applications: Application may be submitted at ICAC, in person /through a representative or by postal means. | Can the Mission give the approximate % of applications from each of the source, as is received by the Mission at their offices, presently: · In person · Through a Representative By Post | In Person - 60 to 70% By Postal Means - 30 to 40% |
| 23 | Chapter VII, Pt (x)(e) | 24 | 'Walk-in' service is a standard procedure to be adopted in the ICACs and all arrangements should be made to ensure that 'walk-in' applicants are serviced satisfactorily. Delay in appointments will invite penalty as explained under Chapter XI: service level metrics/penalty. | Do the service levels and penalties apply to the walk-ins since the OSP will have no control over the number of walk-ins? Please explain what is meant by 'delay in appointment', does this refer to appointment unavailability or anything else? | Provision is clear. Experience shows that the increase in the walk-in service do not go beyond 40% and it would improve with a proper functioning website, appointment system and helpline. Delay in appointments will invite penalties as per SLA. |
| 24 | Point No. xii(a) | 25 | The Service Provider should provide an efficient and courteous telephonic enquiry system through Toll-free numbers/Voice Over Internet Protocol. | Please provide a number of calls/emails received for the planning of call centre. | Number of calls/emails depends on performance of the OSP |
| 25 | Chapter VII, Pt (viii) (i) | 27 | i) Service Fees and Optional Service (OS) charges of the OSP are refundable when services have not been availed by the applicant with due prior notice to the OSP; | Can OSP deduct any refund charges? | No |

| | | | | | |
|----|---------------------------|----|--|---|---|
| 26 | Chapter VII, Pts. I, J, K | 32 | The Service Provider shall be required to work on the IVFRT, CONSPROM, GPSP and other such platforms of the Government of India or any other centralised platform for consular services if introduced. | Is there a plan to implement CONSPROM or any other such platform of the Govt. of India in Germany? Kindly confirm by when? | Both IVFRT and GPSP are already in use. E- Sewa to be introduced shortly. |
| 27 | Chapter VII Pt. I (vi) | 32 | Those applications which are submitted by applicants directly at the Indian Mission will be handed over with supporting documents / enclosures to OSP and shall be scanned / digitized / indexed to link with the visa application on IVFRT. Such process shall be completed within three working days of handing over the documents to the SP. In case of delay, penalty as indicated in Chapter XI shall be levied. OSP should quote financial bid keeping in mind this aspect and OSP will not be allowed to charge any service fee (either from applicant or Mission/Post/Ministry.) | What will be the volumes for such cases? | 50 applications per month per ICAC. |
| 28 | Chapter VII, Pt. K | 33 | Acceptance of GEP Background Verification Forms. The OSP shall scrutinize the application forms, passport, and enclosures and send them to the Mission/Post concerned as per standing instructions. | What is the expected volume of GEP applications? What is the process to be followed by the OSP for GEP application scrutiny? | 5-10 in a year per ICAC. Application scrutiny process in general remains the same as for passports, visa, consular services, etc.. |

| | | | | | |
|----|--|----|--|--|--|
| 29 | Chapter VII, Pt. N (ix) | 35 | Back-log of digitization records about 16,000 applications at CGI, Munich; 70,000 records at CGI, Hamburg; and 3,200 records at EI, Berlin. Each application contains ten pages. | Please confirm that there will be approximately 8,92,000 number of pages to be digitized since the total applications are 89,200 (16,000+70,000+3,200) and each application contains ten pages. Please tell us if there is any timeline to complete this backlog. This is a huge old backlog of digitization of records which the OSP has not processed. Could this be tendered separately due to the high volume? | A period of one year time to complete the backlog of documents be taken. No separate tendering will be done. The OSP has to quote their financial bid, taking into account the above. |
| 30 | Chapter VII, Pt. P (vii) | 36 | Submission hours: working days per week: 6 days (Monday to Saturday) | Normal office working days in Germany is 5 days (Monday - Friday). Could this be confirmed by the Mission. | Yes. It would be normal working days as per circulars issued by Mission/Post from time to time. |
| 31 | Chapter VII: Scope of work and deliverables required | 37 | T. Consular Camps: | Consular Camp: Please specify the minimum days or staff required for the Consular Camp as the entire set-up has to be reallocated to the specified place? Also, please specify which all services will be available at the Camp location as the entire set-up will need all the basic amenities to be in place. | Once in a month with One or Two personnel. Usually, the Mission/Post organises space for hosting the camp. The OSP would be expected to bring their machines to provide the required services. |
| 32 | Chapter VII, Pt. R | 37 | In case the Mission/Post requires OSP's staff/personnel to be present within the Chancery premises for undertaking outsourced work, no additional expenditure will be borne on such account by | Will there any be any cap on the number of staff required? How frequently would this be needed as this will have an impact on cost and operations? | Based on the requirement only. It will not be frequent. |

| | | | | | |
|----|--------------------------|----|---|---|--|
| | | | GOI/Mission/Post. The OSP will be required to deploy the personnel with PoS (Point of Sale) machines, etc., if needed by Mission/Post. The OSP should 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]. | | |
| 33 | Chapter VII, Pt. T | 38 | The OSP may be required by the Mission/Post to organize Consular Camps at any location within the consular jurisdiction of Mission/Post at no additional cost to the Government of India/Mission/Post or applicants. OSP will be required to provide services, including scrutiny of applications for Consular / Passport / Visa / OCI etc. and acceptance of fees. Same Service Fee should be levied on applicants. No additional service charge will be paid to the OSP. These camps are to be organized in cities other than the location of the Centres | Request you to confirm the cities in which the consular camps will be required to be organized? What will be the frequency of these camps? | In all major Cities/ Towns in the jurisdiction of the ICACs. Usually once a month in different cities. |
| 34 | Chapter VII, Pt. P (xiv) | 37 | The OSP shall Provide a CSAT (Customer Satisfaction Survey) at each counter of ICACs, which is integrated t the appointment system, and an interactive blog, in the format indicated by the Mission, as part of the website linked to the Mission website, so that it can be seen by all. | Need more clarification on the interactive blog, please provide the format. | No specific format. Bidders to suggest a format that is informative, user-friendly, etc. The marks for the same will be assigned as per the Technical Evaluation Proforma Part-III of Annexure-E |

| | | | | | |
|----|--|----|--|---|--|
| 35 | Chapter VII, Pg 19, Pt (v); Para 2, Pt (o) | 39 | The OSP shall not capture any data/information from the applicant on/through its website or insist upon service seekers to apply for services at its website | How is the OSP expected to deploy an Application Management System and online submission without collecting applicant data? Can the word “capture” be defined here? Does it mean collecting and processing and storing data or even mere processing the data (without storing it)? | “Capture” would relate to collecting, storing, and processing the data which is not meant for the OSP. The OSP’s website should not capture passive data violating privacy issues and also not ask the applicant to fill in data that is required by the Gol websites but is not needed by OSP to undertake the outsourcing services. Applicants need to submit applications on the suggested Gol portals only. The OSP is also required to work on the software platform provided by the Government of India. And in no circumstances the OSP is permitted to store the applicant's data. |
| 36 | Chapter X, | 44 | Bank Guarantees (BGs) | Can any changes be made to the BG format if required by the issuing bank? | No |
| 37 | Chapter X Pt. (1) (i) Pg 44 | 44 | BANK GUARANTEES (BGs) | Please provide the exact amount of Bank Guarantee (BG) for Government Funds (after taking into consideration the calculation mechanism provided under Chapter X Pt. (1) (i) @Pg 44). | The details will be provided to the bidder who is awarded the contract, at the time of signing of Agreement. |
| 38 | Chapter X Pt. (1) (ii) Pg 44 | 44 | BANK GUARANTEES (BGs) | Please provide the exact amount of Performance Bank Guarantee (PBG) to be given as it is not listed in the tender document (after taking into consideration the calculation mechanism provided under Chapter X, Pt. (1) (ii) @ Pg 44). | The details will be provided to the bidder who is awarded the contract, at the time of signing of Agreement. |

| | | | | | |
|----|--|----|---|---|---|
| 39 | Chapter X Pt. (1) (iii) Pg. 44 | 44 | BANK GUARANTEES (BGs) | Please provide the exact amount of BG for premature termination (after taking into consideration the calculation mechanism provided under Chapter X Pt. (1) (iii) @Pg 44). | To be decided after tender. It is dependent on bid amount as explained in the RFP and cannot be provided now. |
| 40 | Chapter XI, Pt. 7 | 47 | Delay in returning passports/ documents to applicants by OSP after having been received from the mission. OSP agrees to be responsible for returning the passports/ documents received from the mission to the applicant on the same / next working day. | This is not in control of the OSP if the applicant does not turn up to collect the passport/document from the centre or if there is any delay in the courier delivery for other reasons including the availability of the applicant at the delivery address. Can this be measured for passport dispatched from the OSP on the same day or the next working day in case of postal delivery? | The OSP has to keep records of the delivery/dispatch of the documents at their end. |
| 41 | Chapter XI: Service Level Metrics/Penalties Point No (Vi) Para 12 | 49 | Short Collection of Fee | Please clarify the same. | It is well explained at Pages 21 to 29 & 49 of the RFP |
| 42 | Chapter XI, SLA 30A | 53 | Online appointment system with live tracking - The OSP agrees to provide online appointment system with live tracking | Please clarify what 'Live tracking' means? Does it mean status tracking given under Pt. 22 SLA at Pg 51? | Yes |
| 43 | Chapter XI, SLA 30C | 53 | Access monitoring system - The OSP agrees to provide access to monitoring system | Please clarify which monitoring system is being referred to? | Access to website/dashboard monitoring system including live tracking and Smart Queue management system and CSAT, real-time and legacy CCTV |

| | | | | | |
|----|---|----|--|--|---|
| 44 | Chapter XI, SLA 31 | 53 | The OSP agrees to ensure that he/she shall not further outsource any CPV services to any person / company or entity on commission or royalty or on any other basis. No sub-contracting is permitted. | Would you be viewing postal services, contact centre, security services through external parties as outsourcing? | Only Postal and Security Services may be outsourced. |
| 45 | Chapter XV, Pt (ii) | 63 | Financial Bid Evaluation | Since the OS's has a component of 10% and this will be evaluated as part of the overall bid. Can a minimum price for all OS be defined based on market prices? | The maximum price of OS has been listed on Page 82 of the RFP. The minimum price has to be enough to justify the viability of the bid. |
| 46 | CHAPTER XVII: VALIDITY OF AGREEMENT | 68 | Post may, with the approval of the Ministry, extend the Agreement if the circumstances so demand and, subject to satisfactory performance of the OSP, for a maximum period of two years, on the same terms and conditions. | We kindly request clarification regarding the possibility of revising the existing rates in the event of an extension of the agreement after the contract period, taking into consideration any changes in the price index of the country. This may include a revision in the service fee, the applicable local taxes (VAT/GST, etc.), and the minimum wages, in order to maintain the viability of the project. | As explained in the RFP, the Agreement may be extended subject to satisfactory performance of the OSP, for a maximum period of two years, on the same terms and conditions. |
| 47 | Chapter XIV, | 70 | Envelope 2: Four copies of the technical bid along with soft copy in a CD to be enclosed. | Kindly advise whether all four copies of technical bid are required in originals. | One copy of the technical bid should be original and three copies could be in duplicate. |
| 48 | Annexure C Section B Point 7.a. Pg. 78 | 78 | Facilities for OS | Should the cost of providing Optional Services (Ex. Courier, PL etc) should be included here? Our understanding is that only cost for core services should be provided in Annexure C Section B. Please confirm our understanding. | The total anticipated cost for rendering Optional services shall be provided as per Part-I section B and C of Annexure-C of the RFP |

| | | | | | |
|----|---|----|---|--|---|
| 49 | Annexure C, point no. 20 | 80 | Provision for interest expenditure. If any. | Provision of interest expenditure. Please clarify what is this cost. | If the capital/investment / equipment procurement by the OSP is proposed to be done through debt funding, the interest expenditure shall be provided by the bidder. |
| 50 | Chapter XVIII, Annex C - Part- II-A, Note 3 | 81 | While the biometrics for visa services should be introduced from the date of outsourcing operations, the same for passport and consular services will be announced separately as and when the procedures have been finalized by the Ministry. | Does the mission have an indicative timeline to implement biometrics for passport and consular services? Which consular services will require biometric enrolment? | This is a policy matter of GOI. The timeline of the same is not yet conveyed. As and when it will be rolled out, it will be conveyed with the selected OSP. Biometrics readiness is required for all services viz. passport, visa, consular, OCI, GEP, etc. Also, the biometrics requirements have already been specified in the RFP for various services. |
| 51 | Chapter XVIII, Annex C: Part- II-B | 82 | Optional Services | In Annex C for optional services, the total number of services is 18. Since the "Courier Service" & "CPV Services @ your doorstep" have subcategories, the total number of Optional Services would be different. Please clarify if the total number of Optional Services will be 18 or less. | As listed in the RFP the OSs are to be quoted including subcategories mentioned in the list |
| 52 | | 82 | | VAYD Prices- In VAYD, the price offered for first 4 applicants and the additional applicants' price is shown separately under one row (RFP page 82, Row 17). While evaluating the OS fee, how do you derive the OS fee in the financial bid. | Both the figures shall be given equal weightage. |

| | | | | | |
|----|---|----|--------------------------------------|---|--|
| 53 | Annexure C Part III Clause (f) Pg.83 | 83 | Justification for Service Fee quoted | Total estimated Revenue - Proposed Service Fee - We understand that the proposed service fee is a total of (a) Basic Service Fee (b) Enrolment of Fingerprint biometrics and (c) Facial biometric capture (which is calculated in Part II-A of Annexure C). Please confirm our understanding. | Yes, it is correct |
| 54 | Annexure C Part III Clause (g) Pg.83 | 83 | Justification for Service Fee quoted | It is mentioned that Viability difference between (f) and (e). Should this difference not be equal to zero? As (f) which is total estimated revenue is defined as (No of anticipated CPV applications x proposed Service Fee). And (e) sum of (a) +(b) + (d) which again is the same as total estimated service fee revenue. So the difference between (f) and (e) should be zero? Please confirm if this understanding is correct. | Profit = total revenue - total expenditure including taxes payable, Hence the difference between e and f shall be zero. |
| 55 | Annex D Pt. 1 Pg.84 | 84 | FINANCIAL STRENGTH OF THE COMPANY | The financials for Year 2023 are still under audit review. Hence can we submit the audited financials for the three years 2020, 2021 and 2022 and unaudited financials for Year 2023 | The Mission would accept available audited Financials for the last three years before 2023/2023-24, along with unaudited financials/certificates from the auditor for the year 2023/2023-24. The audited balance sheet for the year 2023/2023-24 shall be submitted before the award of the contract. |

| | | | | | |
|----|---|-----------|--|---|--|
| 56 | Annexure J, point 2 of Note | 105 | Stamp paper is required for BG issued by the banks located in India. | Since the BG are issued and can be furnished through SWIFT, hence Stamp paper requirement does not exist. Please clarify on the same | The document regarding BG issued by an Indian Bank has to be signed on a Stamp Paper. |
| 57 | Chapter V: Mandatory Eligibility Criteria (a) III | 15 | Conversion rate from Euro(€) to INR | We kindly request you to confirm the applicable year for the conversion rate of Euro(€) to INR for calculating the equivalent value of Turnover and Net Worth during the respective financial / calendar years (e.g. Jan 2021-Dec 2023). | As indicated the conversion rates applicable for the years 2021, 2022, 2023 should be used to work out the equivalent value of Turnover and net Worth for the respective years. You may use the official Indian bank rate as on March 31 of the financial year for which the balance sheet is prepared |
| 58 | Chapter V: Mandatory Eligibility Criteria | 15- 17 | The average annual turnover of the Bidding Company during the last three years (Jan 2021- Dec 2023) must be at least US\$ 5,00,000 excluding any subsidy or financial help in any manner received from the local govt. or entity or organization or NGO. The Bidding Company shall provide audited information certified by an external auditing agency to substantiate the claim of its turnover. In the case of joint ventures, information must be provided for both the partners of the joint venture and a copy of their joint venture agreement. | Calendar year In India, balance sheets are typically prepared on a financial year basis, starting from April 1st and ending on March 31st, in order to present the financial data for each year. We have two options to substantiate this information: either by providing a certificate from a Chartered Accountant verifying the accuracy of the data for calendar years, or by submitting audited financial statements for the respective financial years. It is requested to kindly confirm if these options will be acceptable. | The Mission would accept balance sheets on the basis of the prevalent accounting year of the country where the company is registered. |

| | | | | | |
|----|---|--------------|--|--|--|
| 59 | Chapter VII, Pt (v) Chapter XI, SLA 19 | 3 6 50 | <p>The total turnaround time shall not exceed 30 minutes for an applicant. in case of delay, penalty as indicated in Chapter XI shall be levied.</p> <p>Overall Turnaround time at the ICAC - The OSP agrees to ensure that the overall processing time for a CPV Service at the ICAC shall not exceed 30 minutes from the time of entry into ICAC (token generation) to the time of generation of submission receipt for the applicant. Clear audit trails of these times shall be made available to the Mission/Post(s) concerned on a daily basis</p> | <p>In contrast to point (1a) on page 42 where it says “The OSP shall ensure a high level of service standards with regard to the facilities and amenities in the ICAC, for efficient processing of cases so that the waiting time is less than 30 minutes and customer satisfaction is maximised.”</p> <p>30 min of total TAT is too stringent for application submission including biometric enrolment and complexities of Indian services. It is suggested that this be modified to make it more reasonable.</p> | This is a standard requirement and cannot be changed. |
| 60 | 3. OPTIONAL SERVICES (OSs) | 4 0 41 | (viii) Premium Lounge facility: (c) Key features of the Premium Lounge: 7. Includes SMS updates and courier return of document/passport | Under the requirements of a Premium Lounge, it states the provision of SMS & Courier return of documents/ passport. Does it mean that these services cannot be charged extra and the price has to be built in the price quote of premium lounge? | The price quote for Premier Lounge shall include all such services. Please refer to Page 41 of the RFP in this regard. |
| 61 | Chapter XII, Pt. (4) | 57 | (i) Mission reserves the right to terminate the Agreement at any time by giving two months' advance notice to the Service Provider. However, Mission shall also have the right to terminate the Agreement by giving a lesser period of Notice under special circumstances, such as security | Can the termination clause be mutually applicable? | Terms for termination of Services for both parties are explained in the RFP and cannot be changed. |

| | | | | | |
|----|--|--|--|---|--|
| | | | <p>considerations, violation of privacy laws, non-compliance of taxation laws in Germany 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.</p> <p>(ii) The OSP will have the option to terminate the contract by giving 06 (six) months advance notice to the Mission and Post with justification for termination of services, to be accepted by Mission/Post/Ministry. The Mission and Post reserve the right to impose a financial penalty as prescribed subsequently under Chapter XI: Service Level Metrics (SLA)/Penalties-Sl. No. 24, in case the latter terminates the contract without providing six months termination notice</p> | | |
| 62 | <p>Chapter III-instructions for bidder, Para XVII</p> <p>Chapter IV-Pre-verification, Para (iii)</p> <p>ChapterXI: service level</p> | | <p>If any violation is committed--OSP will be banned for five years --all its Mission/Posts abroad.</p> <p>If such information comes to the notice-- the OSP shall be debarred for three years from taking part in any tenders floated by --</p> | <p>At some places, it is mentioned 3 years and at other places 5 years. Please clarify.</p> | <p>Corrigenda is being issued in this regard</p> |

| | | | | | |
|----|--|--|--|--|--|
| | metrics/ penalties, Para (v) Chapter XII: dispute settlement mechanism 4. Termination of contract, Para 9 | | In the event of non-payment of penalties-- and ban the company for five years from participating in future tenders of the Ministry. If the OSP after receiving- and may also be debarred for 3 years from participating in any tender process | | |
| 63 | Chapter VII: Scope Of Work And Deliverables Required Para (xii)(a) Chapter XI: Service Level Metrics / Penalties, Para 30(D) | | Enquiry and Grievance Redressal Mechanism (a) The OSP shall provide an efficient-- and shall maintain a chatbot in the Website and a dedicated WhatsApp bot. Whereas it mentions Whatsapp bot / Chat bot the OSP agrees to provide WhatsApp bot /Chat bot | Please specify whether we need to put both Chat bot & WhatsApp bot or either will suffice. | Both Chat bot and WhatsApp bot to be provided. |
| 64 | Chapter XI, Service level Penalties | | Related to penalties on various issues. | Certain penalties levied by the Mission are subjudice, these may not be taken into consideration until agreed between the Mission and the OSP. | The clauses in the RFP are binding. |
| 65 | General Query | | Category wise break up of various services at ICAC | The Request for Proposal (RFP) does not include the transaction volume for each service based on location/ counter for the last 3 | Figures are included in the RFP at Pages 5 & 6 |

| | | | | | |
|----|---|--|---|---|---|
| | | | | years. This information is necessary in order to calculate the average volume of applications during the previous RFP period. Kindly arrange to provide this information. | |
| 66 | General Query | | Responsibility of Handling of applications transition period. | The process for transferring remaining applications from the current service provider to the newly appointed service provider is not specified in the Request for Proposal (RFP). This is an important aspect of assuming responsibility and we kindly request clarification on this matter. | The selected OSP is not expected to deal with the applications accepted by the previous OSP. The previous OSP would ensure that all applications are taken to their logical end which is either submission of all documents to the Mission/Post or return to the Applicant. |
| 67 | REFERENCE: CHAPTER VII- SCOPE OF WORK AND DELIVERABLES REQUIRED, | | Clause No-T | In reference to the clause stating the requirement for a 24x7 helpline service, I would like to inquire about the specific type of helpline service that is deemed mandatory after business hours. Is it required to be in the form of an email helpline or chat support or call center or all three? | 24*7 helpline including all, i.e. Call Centre, email Support, and the Chatbot is expected. |
| 68 | REFERENCE: CHAPTER VII- SCOPE OF WORK AND DELIVERABLES REQUIRED, | | Clause No.3 (viii) Premium Lounge Service: | In reference to the clause Regarding the Should the cost of establishment of a premium lounge be incorporated into the price bid model? | The cost involved in providing optional services shall be provided as per Part-I sections B and C of Annexure-C of the RFP |

| | | | | | |
|----|---|--|---|---|---|
| 69 | REFERENCE: CHAPTER XVIII- | | Annex-E: Technical Bid, Part III: TECHNICAL BID EVALUATION PROFORMA, 7(a), Content and Demo of website application and Dash Board will be considered: | Is it necessary to include links to the live versions of the website application and dashboard in the bid response, or can we simply provide UI design templates (screenshots) instead? Will the evaluation criteria for this aspect differ between the live version and screenshots of the demo version? | Functionalities of the live version need to be clearly brought out. All functionalities committed in the presentation will form part of the contractual commitment. Evaluation will be on the specifications and functionalities of the proposed website/application. |
| 70 | REFERENCE: CHAPTER VII- SCOPE OF WORK AND DELIVERABLES REQUIRED, | | Premium Lounge Service: | Kindly provide details of the percentage of applicants opting for Premium lounge and general application centre service currently? | This service is being offered for the first time. So there is no previous data available in this regard. |
| 71 | REFERENCE: PARKING FACILITIES WITH CAPACITY AND TYPE OF PARKING | | Parking Facilities at ICACs | Is there a defined criterion or guideline specifying the minimum number of parking slots required to attain the maximum score of 5 marks in the ICAC evaluation? | No minimum slot is specified for parking. Bidders may decide as per the number of applications anticipated at each CACs. |
| 72 | REFERENCE: CHAPTER VII- | | Clause (xi) Indian Consular Application Center (ICAC): | In accordance with the details outlined in the RFP, are we permitted to utilize the existing space currently hosting the operational ICAC, or is it obligatory to establish a new ICAC at a different location? | The OSP is required to set up an entirely new ICAC having new civil infra (including chairs, tables & furnishings) and IT infrastructure (including desktops, workstations, POS, Token machines, etc.,) and other necessary equipment/facilities/utilities. |
| 73 | REFERENCE: CHAPTER VII- | | Clause (xi) Indian Consular Application Center (ICAC): | Can the area of premium lounge space be fitted (separate entry and exit) in the total minimum area of the ICAC? | Yes. Subject to local building and occupancy rules and regulations. |

| | | | | | |
|----|--|--|--|--|---|
| 74 | REFERENCE: CHAPTER VII- SCOPE OF WORK AND DELIVERABLES REQUIRED, | | Premium Lounge Service: | Is it permissible to open the Premium lounge in the same building with separate entrance and exit from the ICAC area? | Yes, but it should not be detached from the main ICAC Premise. |
| 75 | REFERENCE: CHAPTER VII- SCOPE OF WORK AND DELIVERABLES REQUIRED, | | Premium Lounge Service: | What is the minimum area prescribed for the Premium Lounge? | There is no minimum area prescribed but it should be in accordance with the Services that would be offered. |
| 76 | REFERENCE: CHAPTER VII | | Clause (xi) Indian Consular Application Center (ICAC): | As per the specifications provided in the RFP, if we opt to utilize the current ICAC premises, are we permitted to retain and utilize the existing furniture, IT setup, security system, and other fixtures, or is it mandatorily required to replace the entire setup with new installations? | The OSP is required to set up an entirely new ICAC having new civil infra (including chairs, tables & furnishings) and IT infrastructure (including desktops, workstations, POS, Token machines, etc.) and other necessary equipment/facilities/utilities. |
| 77 | REFERENCE: CHAPTER VII- | | Clause (xi) Indian Consular Application Center (ICAC): | If an existing OSP opts to utilize the existing ICAC space and infrastructure, will another bidder receive higher marks or weightage in the bid evaluation process by offering a new space and a completely new setup? | <p>The OSP is required to set up an entirely new ICAC having new civil infra (including chairs, tables & furnishings) and IT infrastructure (including desktops, workstations, POS, Token machines, etc.) and other necessary equipment/facilities/utilities.</p> <p>The marks for the proposed ICAC will be assigned as per the Technical Evaluation Proforma-Part-III of the Annexure-E</p> |

| | | | | | |
|----|-------------------------------------|--|--------------------------------------|---|---|
| 78 | REFERENCE: ANNEX C- PART III: | | Justification for Service Fee quoted | <p>Is it permissible for Outsourcing Service Providers (OSPs) to operate on a zero-profit model by indicating zero viability in line (g), where viability represents the variance between total estimated revenue and total estimated expenditure, <u>considering that the Optional Service is charged separately to the applicant?</u></p> <p>What is the expected launch timeline for e- passports services? Is it right to assume 15% of diaspora to be covered every year or 100% diaspora can also be considered during the contractual term?</p> <p>Is there any time line for the complete implementation of visa waiver or e- visa?</p> <p>Can Service Provider (SP) offer services beyond the prescribed working hours of the centers through optional services e.g. premium lounge?</p> <p>Please differentiate in the sq. Ft or number of counters to be used for passport service and attestation service in the center?</p> <p>Pertaining to bank charges, which have been instructed to be collected by SP from applicants on actual basis, please suggest if bank charges are to</p> | <p>Yes. However, the total estimated expenditure including taxes, in no case, shall not exceed the Total estimated Revenue (Refer to Part-III) Annexure C</p> <p>The timeline cannot be provided at this stage.</p> <p>Timeline cannot be provided at this stage.</p> <p>No. The Optional Services can be provided during working hours of the ICACs</p> <p>OSP needs to manage all the Services in the suggested number of counters proposed.</p> <p>In Germany, Bank charges are not to be passed on to the client therefore the Charges have to be borne by the OSP.</p> |
|----|-------------------------------------|--|--------------------------------------|---|---|

| | | | | | |
|----|--|--|---|--|--|
| | | | Page 26 | <p>be included as part of SP's service fee or should be a separate component on the payment receipt?</p> <p>Whether Services of the Subcontractor can be availed for certain category of ancillary services. Please clarify and share the details. of 29</p> | The specifications for Joint Ventures are explained in the RFP. Only the security and courier can be subcontracted. |
| 79 | "REF: CHAPTER VII-1(xi) MINIMUM STAFF REQUIRED": | | As per the list and numbers mentioned, in all of the locations, Berlin, Munich, Frankfurt, Hamburg, minimum 32 (28+4) counters/staff have been asked in this table wherein as per "ANNEX:E: PART III- 3(B): OPERATIONAL EFFICIENCY OF THE SUBMISSION PROCESS" | It has been stipulated to adhere to the specified process i.e. (i) Reception (ii) Enquiry/ information (iii) Examination of documents (iv) Verification of the latest photo and application form (v) Submission (vi) Fee collection (viii) Delivery. Is it obligatory to allocate separate counters and staff for these additional services. Assuming one counter/staff is allocated for each of the mentioned add-on services, such as enquiry/information, examination of documents, verification of application forms, fee collection, and delivery, this could potentially increase the minimum counter requirement from 32 to 52. | The number of counters and staff requirements in each ICAC projected are the minimum requirements to be provided by the OSP. But there are no restrictions if the OSP provides more counters and more staff according to their assessments/projections |
| 80 | REF: "ANNEX:E: PART III- 3(B): OPERATIONAL EFFICIENCY OF THE SUBMISSION PROCESS" | | | Is it permissible to conduct the Enquiry, Examination, Verification, Fee Collection, and Delivery processes at the submission counters, or is it obligatory to designate separate counters and staff for each task? | Duly explained in the RFP of the process of application submission. |
| 81 | | | General Query | Can we get the Historical Data for the volume of calls, emails, and chats received in past 3 years, month-wise? | No such data is available. |

| | | | | |
|----|--|--------------|--|--|
| 82 | | Verbal Query | Please clarify on number of employees as per square feet office area. | The bidder is to decide, subject to the local laws and regulations. |
| 83 | | Verbal Query | <p>Upon reviewing the RFP specifications, we noted the stipulation regarding the minimum staff requirement for the city of Berlin, which indicates a minimum of 7+1 = 8 staff members. Additionally, local authorities have emphasized a norm specifying a minimum space allocation of 15 square meters per person.</p> <p>Considering the aforementioned, it is evident that for a team of 8 individuals, the minimum required area would amount to 120 square meters, approximately equivalent to 1300 square feet.</p> <p>We seek clarification on whether this minimum area requirement remains consistent across other cities as well. It appears imperative to revise this point to ensure compliance and accurate planning.</p> | RFP provides minimum requirements of space and staff for each ICAC for counters and visitors, however, OSP is free to provide suitable space over and above the minimum space requirements as per local laws and regulations. |
| 84 | | Verbal Query | <p>What is the date for Technical Bid Presentation?</p> <p>Can meetings for Technical bid presentations will be made separately for each bidder?</p> | <p>Will be intimated in due course.</p> <p>Technical bid presentation will be confidential and done as personal meeting separately with each bidder at the Embassy premises.</p> |
| 85 | | | Unlike the previous RFP, the present RFP doesn't mention the minimum rate for ICAC. In such a case how would the mission calculate the rental value for assessing the viability of the bid. | The RFP clearly lists the criteria in terms of location, space, parking facility, number of counters, etc. Further, the bidder must comply with all local laws and regulations governing operations, safety, minimum wages, etc. The Mission shall examine |

| | | | | | |
|--|--|--|--|--|--|
| | | | | | the bid on the basis of relevant clauses of the RFP and the inputs / data for price bid justification provided by the bidder, including inter alia whether there is a rental agreement between the bidding company and the owner/authorized company operating the property and whether the rates claimed by the bidder for the rental match with prevalent rental rates in that area, etc. |
|--|--|--|--|--|--|

<<<X>>>