

Request for Proposal for outsourcing of services related to issuance of Indian passports at Embassy of India, Washington DC and its Consulates in the USA
(Published on 1 January 2016)

Questions asked by Prospective Bidders

S.N.	Question	Answer
1	What is the basis of calculation for the penalties mentioned? Please provide itemised definitions and measurement criteria.	The criteria for calculation of penalties are given in the RFP. All penalty provisions have been arrived at after due consideration of all aspects.
2	Certain penalties are too broad in terms of description & has no measurement criteria mapped to it. Also there has to be sufficient time for redressal -1 month at a minimum – failing this there will be mishandling and can even lead to personnel using personal grudges to get even. The system defined should be fair to both parties.	All penalty provisions have been carefully considered and arrived at after due consideration of all aspects. Due process is followed by Mission / Posts in levying of penalties. The penalties will be imposed as per time frame indicated in the RFP after approval by DCM/HOP.
3	As the RFP mentions that all travel companies fulfilling a said criteria can apply. In this connection most travel agents even renowned brands are known to provide (Fake documents, Hotel stay, Air tickets, Fake signatures). This being a case it poses a security risk to India as a country.	This inference seems hypothetical. Bidding companies will be pre-verified and evaluated as per criteria laid out in the RFP. There is no place for cheating or fraud in the tender process and such cases, if come to notice, will be dealt with severely.
4	Under annex E which is a description of the budget made by the company applying for the tender there is no provision for BG's or Penalties. Also no provision's made in terms of travel costs etc. This in turn will not match to the bidder's internal budgets.	The costing is under Annexure C, whereas Annexure E is for evaluation. Annexure C, Part I, Section-B may be read to include the following: 33. Expenditure on provision of Bid Security Deposit and Bank Guarantees and Insurance 34. Travel expenses and other allowances 35. Provision for penalties 36. Any other expenses not included in the list, to be specified by the Bidder.
5	No specific timelines mentioned. The bidder's make their budgets basis biometric rollouts at a future date (3months post launch). Every RFP covers the biometric rollout but no specific date of launch. What will be the exact date of launch for	Biometric procedures for passport services abroad is still under finalisation. NIC is expected to provide the software for biometric enrolment when introduced. The fee applicable for enrolment will kick in whenever biometric enrolment commences. Mission will provide enough notice as and

	biometrics.	when a decision is taken in this regard, so that the service provider can prepare accordingly.
6	Will the mission compensate the partner for not launching biometrics on time. Considering the amount of penalties the same should be considered.	Mission will not compensate the Service Provider in this regard.
7	The rollout is majorly mapped to the VAC size/facilities/staff count etc. In turn mapped to the penalties. There is no specific details about the size of the VAC/Facilities/Staff count etc mentioned in the RFP. Please provide details.	Detailed specifications for Indian Passport Application Centres are given in Annexure "D" of the RFP.
8	Across all countries there is a huge requirement for express service. This is communicated by the customers itself. Such services need to be approved at the time of the tendering process. Will Express service be serviced by the partner. If not why?	Express service is not envisaged in the RFP. Value Added Services will be guided by the RFP.
9	Quite a few high profile customers walk in at the IVAC for biometric enrollment. Such applicants need special treatment and services. Which has a cost involved. Will the lounge services be allowed.	VIP lounge is not permissible as a VAS. Value Added Services will be guided by the RFP.
10	Will there be an extension for the current incumbent – what if there are legal proceedings as in the case of some other tender. In such a scenario when will the bid money be returned.	Provisions regarding Bid Security are laid out in RFP. In special circumstances, wherever required, a decision will be taken by Ministry after due consideration of the legal position.
11	Companies which have never served in the capacity of servicing CPV services how are they going to be eligible. Please specify.	Eligibility criteria for all types of companies are specified in the RFP, and have been decided after due consideration of all aspects.
12	Why are other services apart from Passport not a part of the RFP.	It has been decided to outsource the Passport services only.
13	What will be the servicing hours	Minimum working hours is 45 hrs per week with minimum 9 hrs per day. Minimum submission hrs per week is 33 hrs with minimum 6½ hrs per day.
14	What are the service issues currently being faced by the mission.	Not relevant.

15	What is the percentage of applications submitted by the Travel Agents	Such data is not maintained.
16	How many travel agents are registered and authorized by the mission. Please provide the list.	Mission has not authorized any travel agents.
17	If two companies on L1 same price. What will be the criteria for awarding the contract.	Please refer RFP [XVII.22.(II)(g)]
18	Why is there a split of 50%/20%/20%/10% for the performance bank guarantee.	This is to allow the Mission to invoke any or all of the Bank Guarantees depending on the extent and the severity of the violation of the terms of the Agreement.
19	Evaluation criteria should be more specific. Additional points to be provided to company who are already servicing other missions.	Evaluation criteria are specified in the RFP. Record of past performance of companies with Mission/MEA/GOI is also one of the criteria.
20	While the bidders of other two categories have been given the requirement of three years past experience, the tourism and travel industry companies have been directed to fulfill ten years past experience. The same is highly discriminatory and cannot be equated at all. There is no rational as to why we have been directed to fulfill higher past experience. Thus the same needs to be amended suitably.	Eligibility criteria for all types of companies are specified in the RFP, and have been decided after due consideration of all aspects. This is to ensure only those new entrants with adequate standing and reputation over a period of time are able to participate in the tender process.
21	As regards the bank guarantee is concerned, the requirement of approximately Rs. 10 crores of bank guarantee is at a very higher side w.r.t, the companies engaged in tourism and travel industry. The same becomes all the more higher when it comes to such companies located and/or registered in India. The Indian companies engaged in tourism and travel industry in no manner can be either equated or compared with foreign companies engaged in the same industry. While the said requirement of bank guarantee of Rs. 10 crores (approx.) for any foreign company may not matter but the same for an Indian company is . at a higher side. Thus the said requirement indirectly gives	Provision regarding Bid Security is laid out in RFP. Eligibility criteria and the Bank Guarantee amount for all types of companies have been specified in the RFP after giving due consideration to all aspects. The Bank Guarantee at IX.12.a has been fixed at 3 days of daily Government revenue collected by Service Provider for providing passport services being outsourced by Mission/Post, based on the average of the preceding twelve months). The Performance Bank Guarantee at IX.12.b has been fixed at 2% of annual expected CPV revenue of Government, based on the preceding twelve months.

	advantages to such type of foreign companies. It is therefore requested to amend the said criteria accordingly.	
22	As regards the performance evaluation criteria of technical bid is concerned, criteria No.9 provides that first timer will be given 5 marks. The companies engaged in tour and travel industry are certainly first timers .. Thus there is no rational as to why full 10 marks must not be given.	This is a neutral marking to avoid undue advantage or disadvantage to first time participants. Only those bidders who have a <i>negative</i> record of past performance will be graded below 5. Bidders with a good record have nothing to worry about.
23	The financial requirement in the RFP further provides the net worth must be 5 million USD. For any company engaged in tour and travel industry the said requirement is at a very higher side and virtually has the effect of ousting all the Indian Companies engaged in the said industry. Thus the said criteria . needs to be amended suitably. As it provides advantage only to Foreign Tour / Travel Companies.	These criteria are the same as those included in the previous version of the RFP template, under which a number of contracts have been awarded. There is nothing in them that suggests any particular disadvantage to reputed Indian companies.
24	One of the requirements of the RFP provides that the bidding company <i>must</i> provide a list of all cases in five years and present litigation pertaining to outsourcing services. Since the tour and travel industry was never engaged in the outsourcing services or other CPV services and since the said industry has been included for the first time in such CPV services, the said requirement appears to be irrational and without any basis.	Para V. (Mandatory Criteria) 8.(i) provides that the bidding companies must provide a list of all the cases in the past five years as well as present pending litigations in Indian and foreign courts pertaining to outsourcing services <i>or other services</i> based on which the bidding company became eligible to take part in the present tender process.
25	Kindly provide details of venue and time for pre bid conference.	The Pre-Bid Conference will be held on 15 January 2016 (Friday) at 1100 hrs. at Embassy of India, 2107 Massachusetts Avenue, NW, Washington DC 20008. Representation from each company may be kept limited to two representatives each. Names of the representatives may be sent in advance to fscpv@india.gov.org.
26	Please intimate in whose name the draft for security deposit of USD 50,000 is to be made. Please give full details in this regard.	Demand draft should be made in favour of "Embassy of India, Washington D.C."

27	Para III 4. Validity of the contract has been mentioned as two years against normal tenure of four years in the previous tenders. Reason for shorter tenure may be given.	This decision has been taken after considering all aspects in order to streamline outsourcing services in the Mission/Posts.
28	Para IV 6. (i) It is mentioned that companies having three years experience in E Governance project of Government of India are eligible to participate. However, no specific details about activities of E Governance project has been given, whether it requires E Governance for Visa/Passport related activities. Please clarify. Similarly, whether 10 years experience in tourism travel and other related service industry required dealing in visa/passport related methods.	In Para IV. (Eligibility) 6.(i) experience requirement for the e-Governance projects of the Government of India may be read as "three" years. Experience of e-Governance companies and tourism, travel or other related service industry is not restricted to visa / passport / related services.
29	Para V 8 a Ministry has the discretion for change of partner subject to certain condition. Kindly provide details of such conditions which will allow change of partner.	This will be dealt with on case-to-case basis and no conditions are laid out at this stage.
30	Para V 8 (i) Bidding company is required to provide a list of all cases in the past five years as well as pending litigation in India and foreign courts. For companies providing E Governance services the eligibility criteria is three years experience only. Therefore, they will be able to give such details only for past three years. As a matter of uniformity can this requirement of five years may be reduced to three years for all the companies.	No.
31	Para VIII 11 j (iii) Kindly elaborate procedure for turnaround time of 60 minutes.	From the time of token generation to the time of generation of payment receipt. This will include the time taken for biometric enrolment as and when it is commenced.
32	Para XVII 22 (i) d When will be details of evaluation of technical bid will be intimated to participated companies. Will it be at the time of opening of financial bid or prior to opening of financial bid.	Companies will be informed prior to the opening of Financial Bids.
33	(II) e Whether viability of services fee	It will be examined after opening Financial

	will be examined prior to opening of financial bid. If so will it not compromise the confidentiality of service fee quoted in the financial bid.	Bids.
34	(II) i It is not clear whether there will be single or two service operators which has to be decided by the Ministry. Kindly provide Ministry decision in this regard.	This RFP is meant to select only one Service Provider.
35	Annexure D Serial No. II (4) Whether company is required to submit insurance cover in the form of certificate from the insurance company or copy of Insurance policy.	Copy of Insurance policy can be submitted with the original for verification.
36	Annexure E 10 Companies having E Governance project of Govt. of India and Indian companies for tourism and travel industry having non GOI clients will be at disadvantage under this criteria. What will be the criteria for award of marks to such companies.	Eligibility criteria for all types of companies are specified in the RFP, and have been decided after due consideration of all aspects.
37	(Page 5) Clause 6. i) years' experience in e-governance projects of the Government of India No. of Years is missing	Three.
38	(Page 35, 39) Schedule for the RFP process Submission of Proposal – 5 Feb Bid Evaluation – 1-2 weeks i.e. End Feb Current Contract expiration date – May 2016 What is the estimated Contract Signing date?	It is envisaged that the contract will be signed within the first half of March 2016.
39	Transition Transition needs to be defined in the RFP Failure on the part of the incumbent service provider has not been addressed at all in the RFP. Detailed information is solicited as far as transition is concerned to ensure that a process is defined to ensure accountability. Below is a sample of questions that need clarification: i) When will the incumbent service provider end accepting applications? ii) When will the contact centre of the	The incumbent Service Provider will hand over all applications, along with the return courier envelopes submitted by the applicant, to the Mission/Posts at the expiry of their term. The new Service Provider will be handed over the processed passports and the return courier envelopes by the Mission/Posts for delivery to the applicants. Responses to the queries are given below ad seriatim: (i) 6 May 2016.

	<p>incumbent service provider discontinue its operations?</p> <p>iii) Will the applications that were processed by incumbent be handled?</p> <p>iv) How will the handover of the unprocessed applications, courier labels, passports, etc. be implemented?</p> <p>v) Will the new service provider charge their service fee for handling applications handed over by incumbent service provider?</p>	<p>(ii) 6 May 2016.</p> <p>(iii) New Service Provider shall dispatch the processed passports.</p> <p>(iv) This will be done through Mission / Consulates. New Service Provider shall dispatch the processed passports.</p> <p>(v) No. New Service Provider shall dispatch the processed passports only.</p> <p>Penalties will apply on the incumbent Service Provider for non-completion of contractual obligations and for failure to ensure a smooth handover.</p>
40	<p>(Page 3) Clause 3.</p> <p>The Mission and Posts undertook approximately 2,90,000 passport transactions in the last three years (equivalent to 390 per working day, assuming 250 working days in a year).</p> <p>(Page 19) Clause IX. 12. c.</p> <p>The Service Provider shall provide a Bank Guarantee for premature termination of Contract, for a sum equal to service fee x 180 days x 480 (approximate number of applications per day based on the preceding 12 months of the Mission/Posts), for the purpose mentioned at Para XIV.18.b.</p> <p>There is a difference in average number of applications. The bank guarantee amount changes significantly.</p>	<p>In Para 3 the average number of applications per day is calculated for the last 3 years. On the other hand, in Para IX.12.C, the average number of applications per day is calculated based on the preceding 12 months.</p>

41	<p>(Page 3) Can we have the month-wise & VAC-wise break-up of Passport applications for each year of the last 3 years?</p>	<p>Month wise break-up is not available. Location-wise break-up (approx.) for the last three years is as follows: Washington DC: 30000 Atlanta: 27000 Chicago: 38000 Houston: 38000 New York: 83000 San Francisco: 74000</p>
42	<p>(Page 3) Are third party agencies permitted to submit passport applications?</p>	<p>There is no bar on Third Parties for submitting applications.</p>
43	<p>(Page 3) What is the %age breakdown of applications received by post vis-à-vis received in person and through third parties?</p>	<p>Approximately 40% in person and 60% by post. Details of applications received from third parties are not available.</p>
44	<p>(Page 12) Clause VIII. 11. a. x. The Service Provider should have special arrangements to deal with emergency calls outside office hours and on holidays to coordinate with the Mission/Posts. Can service provider charge extra fee for providing this service? Allocating additional resources outside working hours and on holidays has an extra cost.</p>	<p>No.</p>
45	<p>(Page 12) Clause VIII. 11. a. xii In case of deficiencies in applications, the service provider will convey deficiencies to the applicant immediately, on the same day or the next working day, through tracking status/email. The applications may be retained for three weeks to enable corrections and rectify deficiencies. Once the deficiencies have been rectified, the Service Provider should send the documents to Mission/Posts. If however, there has been no response from the applicant or the deficiencies have not been rectified within the prescribed period, the Service Provider should return the documents to the applicant along with</p>	<p>No.</p>

	<p>the CPV services fee and ICWF fee (Government of India fee). The Service Fee can be retained by the Service Provider.</p> <p>Can service provider make an arrangement for all applicant to make payment before submitting their application since there have been instances where applicants are neither contactable nor they send any money towards service charges or courier return.</p> <p>Refund will be made post adjustments of admin charges.</p>	
46	<p>(Page 15) Clause VIII. 11. d. iii) Handing/Taking over of the applications and passports will take place at the premises of the Mission/Posts. We understand that EOI/Consulates will be giving signed acknowledgments at the time of receiving the applications from the service provider. Service Provider's staff will also be giving acknowledgments at the time of accepting passports from the EOI/Consulates.</p>	Yes.
47	<p>(Page 16) Clause VIII. 11. e. i) On receipt of the passports from the Mission/Posts, the Service Provider should despatch the passports to applicants in a secure manner on the same day (or the next working day in case of delayed receipt). The passports should not be sent by unregistered Post or by unverifiable means.</p> <p>What process will be followed in case applicant does not collect passport within 15 calendar days? Service provider should be allowed to return the passport to the respective Consulate or EOI.</p>	Passports should be kept with the Service Provider for three weeks. Thereafter, the passports may be handed over to the Mission/Posts under intimation to the applicant that he may collect the passport from the Mission/Posts.
48	<p>(Page 19) Clause 13. Value Added Services Cost for Printing should be revised to same as Photocopying i.e. \$1. Collecting \$0.10 from applications is</p>	Charges for Value Added Services are paid in conjunction with service fee and consular fee. Therefore, payment of even smaller amount should not be a problem.

	<p>very difficult & proves to be an additional burden on service provider. Also the charges for credit card / debit card are higher than the original charge and proves difficult for the applicant.</p> <p>If the service provider have to print anything in colour, then there should be an additional incremental cost for the same?</p>	<p>Only the basic printing facility may be provided.</p>
49	<p>Courier service (next day) should be changed to (next business day). Furthermore applicants ask for special services like weekend delivery, signature on delivery, lost in transit insurance for additional fee. Service provider should be permitted to provide such services upon request.</p>	<p>Yes. Courier Service (next business day) is acceptable. For any kind of premium courier service, the applicants may themselves send pre-paid envelopes.</p>
50	<p>(Page 16) Clause VIII. 11. g) Biometric enrolment What would be the likely date of implementation of biometric data capture?</p>	<p>Please see observation at S.No.5.</p>
51	<p>Will biometric enrolment for passport applications be made mandatory? If so, when?</p>	<p>Please see observation at S.No.5.</p>
52	<p>If Biometric implementation is made mandatory, will applicants living far away from the VAC be expected to travel for enrolling biometrics or will this be captured at port of entry in India?</p>	<p>Please see observation at S.No.5.</p>
53	<p>(Page 18) iii) The total turnaround time should not exceed 60 minutes for an applicant.</p> <p>(Page 29) c. v. Total turnaround time at the IPAC: Further, in regard to all such delays, any delay beyond 20 minutes over the agreed time will entail an additional penalty equivalent to the full Service Fee for every 20 minutes of delay.</p> <p>Both clauses have different SLA's. It may be noted that applicants who</p>	<p>The turnaround time in all cases should not exceed 60 minutes for an applicant.</p> <p>There is no discrepancy. The second clause talks about penalty in case of 20 minutes delay over the agreed time (i.e. 60 minutes).</p>

	<p>come in with appointment will be given preference over the ones that do not have an appointment. TAT SLA will be different for applicants who do not have an appointment depending on the number of applicants that come in without appointments.</p>	
54	<p>(Page 12) Clause ix The Service Provider should provide an efficient and courteous telephonic enquiry system through Toll free numbers/ Voice Over Internet Protocol (VoIP). The Service Provider can charge normal call charges after five minutes. Special higher call charges are not permitted. No caller should be made to wait for more than eight minutes and waiting time should not be chargeable. (Page 53) Clause 31 Only normal call charges should apply and waiting period should not exceed five minutes. (Page 61) Clause 7 Call Centres Call waiting times – not more than 8 minutes response period All clauses have different SLA's & permissible call charges. In order for service provider to be able to manage the call volumes, it is requested to provide accurate data for the following (month wise for the past 3 years): i) Number of calls received ii) Number of emails received iii) Number of Incomplete applications iv) Number of Rejected applications</p>	<p>It is clarified that the Service Provider can charge normal call charges after five minutes. No caller should be made to wait for more than eight minutes and waiting time should not be chargeable.</p> <p>Such data is not maintained.</p>
55	<p>(Page 4) The Contract signed will be valid for a period of 2 years, with review of operations after the first year. (Page 50) Section B Total Expenditure for the entire Contract period of 4 years D+E) x 4 Contract duration is different in both Clauses.</p>	<p>Number of years at Page 50 Section B may be read as "2 years".</p>
56	<p>(Page 37) XVII. 22. ii) i. In the case of Countries</p>	<p>No. This RFP is meant to select only one Service Provider.</p>

	<p>where the Ministry decides there will be two Service Providers operating simultaneously, both L1 and L2 will be asked to operate at the L1 price.</p> <p>Does this Clause apply to USA?</p>	
57	<p>(Page 61) Digitisation & Indexation of Documents The Service provider is responsible for Digitisation/Indexation of Passport application forms along with enclosures, as per the parameters prescribed in Annexure A. We understand that new service provider will be digitising records from the day it starts its operations and will not be responsible to complete digitisation of past records.</p>	Yes.
58	<p>Please provide month-wise application count by location (DC, New York, Chicago, San Francisco, Houston and Atlanta) for the last 3 years?</p>	<p>Month wise break-up is not readily available. Location-wise break-up (approx.) for the last three years is as follows:</p> <p>Washington DC: 30000 Atlanta: 27000 Chicago: 38000 Houston: 38000 New York: 83000 San Francisco: 74000</p>
59	<p>How many telephone calls and e mails are received on a daily basis?</p>	No such data is maintained.
60	<p>What % of passport applications is received in person and by post respectively in each of the 6 cities?</p>	Approximately 40% in person and 60% by post.
61	<p>What % of passport applications is received by third party agencies/ travel agents and in person at each location respectively?</p>	Such data is not maintained.
62	<p>Given the short timelines leading upto start of operations, the incumbent service provider has an advantage over other service providers. Is there any scope to extend the transition period to 90 days?</p>	No.
63	<p>In Section VIII-Scope of work and deliverables required, the RFP mentions that the service provider is required to capture biometrics from applicants. What is the expected</p>	Please see observation at S.No.5.

	timeline for the introduction of biometrics?	
64	As the mission has set the VAS price ceiling (Clause X 13 a), can these be changed in case there is a change in market prices, tax and other such parameters, which are not driven by the Service Provider?	Value Added Services will be guided by RFP provisions.
65	It is our understanding that the Embassy of India will apply penalties on the new service provider for only those applications made on/after the 07th of May, 2016 and not for cases transitioned from the incumbent service provider. Please confirm.	Yes.
66	The Insurance is required to survive the validity of contract (Clause IX. 12. d); Please provide clarity regarding the types of insurance policies that need to survive the validity of the contract.	This is a well-known legal concept and has also been a part of the previous RFP template, under which a number of contracts have been awarded. There are certain obligations which do not end with the termination or expiry of the Contract. Therefore, the policies existing during the term of the contract must continue even after termination/expiry.
67	Kindly confirm if the actual bank agency charges levied on the financial transaction for the collection of fees and service charges can be collected from the applicants on the actual basis in addition to the service charge at all VAC locations.	It should be charged as per actuals and should be transferred to the banks. The Service Provider should provide clear details of payments made to the Agencies/Banks towards such charges. Any complaints from applicants or observations made by the Government of India Audit Team will have to be clarified by the Service Provider. Any overcharging will have to be returned to the applicants as per RFP provisions and any other action as per the terms of RFP will become due. action as per the terms of RFP will become due. Any non-returnable amounts will be payable to the Mission's accounts.
68	Is the Service Provider required to scan, digitize and index the images on the same day of acceptance of the application?	Digitization will be done after the service has been rendered. Penalties will apply if the digitisation is not completed within the timelines specified.
69	The RFP states that the term of the contract is 2 years. Would the Embassy of India consider extending the term of the contract to 3-5 years as	No.

	a shorter contract term will impact pricing?	
70	What is the duration for retaining a postal application (after attempts of contacting the applicant) that has been received in an incomplete state?	3 weeks.
71	Please confirm that the digitization process for the new service provider will start only with the new applications accepted on 07 May, 2016 and that there will be no backlog to cover.	Yes.
72	Please provide data on number of cases or percentage of applications received as family cases at each of the 6 cities.	No such data is maintained.
73	What is the minimum requirement of biometric kits at each VAC location?	Please see the observation at S.No.5.
74	In Section VIII (j. iv)-Scope of work and deliverables required, the RFP mentions that the staff in the IPAC must be fluent in English, Hindi and local language (and also the language of the local Indian community where applicable). Is there a requirement of a minimum number of staff that speak these languages at each VAC or are all staff required to be fluent in English, Hindi and the local language where applicable?	All staff must speak English. At least a few should be able to speak Hindi and/or the language of the local Indian Community.
75	In Section VIII (j. xi)-Scope of work and deliverables required, the RFP mentions that the Service Provider is required to provide an interactive blog. What is the expected response time?	Response should be provided within 24 hours.
76	In Section XVII 22. I) Opening of bids, the RFP mentions that in the case of countries where the Ministry decides there will be two Service Providers operating simultaneously, both L1 and L2 will be asked to operate at the L1 price. At what stage of the bid process will the EOI make this decision for the US?	This RFP is meant to select only one Service Provider.
77	In Annexure B- Provisioning of Biometric Implementation	Please see the observation at S.No.5.

	Enrollment at Indian Missions, the RFP mentions that the Government of India may provide the facial capturing software for the purpose. We request the Embassy of India to provide clarity on this aspect as this will impact pricing.	
78	In Annexure D- mandatory criteria III 3)- Scope of the work and deliverables required, the RFP mentions the minimum size requirement of each centre. Is this requirement for rentable or usable area?	Usable area.
79	Can the Mission clarify the estimated time lines for implementation of 'Consrom' system in US?	The introduction of Consrom does not involve any significant work or expenditure for the Service Provider. It will be done in close coordination with the service provider.
80	Can the Mission provide more information on the PSP platform for passport services? Is there any impact expected on the data transfer to be done to the Mission post moving to this platform?	This is still at an initial stage and the Service Provider will be given enough notice period. This will not involve any substantial expenditure or work for the Service Provider.
81	Will the format of the data transfer to be done to the Missions be identical across US?	Yes.
82	What will be the approximate number of pages to be digitized per application?	Approximately 20 to 30 pages per application.
83	Once biometrics is introduced for passport applications, all applicants will be required to visit the centre in person and no applications will be acceptable by post. Please confirm.	Please see the observation at S.No.5.
84	In Section VIII 11. a. ix. Scope of work and deliverables required, the RFP states that the Service Provider should provide an efficient and courteous telephonic enquiry system through Toll free numbers/ Voice Over Internet Protocol (VoIP). The Service Provider can charge normal call charges after five minutes. Whereas, the award criteria mentions Call Centres Call waiting times – not more than 8 minutes response period Efficient	It is clarified that the Service Provider can charge normal call charges after five minutes. No caller should be made to wait for more than eight minutes and waiting time should not be chargeable.

	VOIP (Voice over Internet Protocol) or Toll free calls should be used. (First three minutes (at the minimum) should be toll free) after which only normal charges should apply. Special higher call charges for Call Centres prohibited.” What is the final expected duration of free service – 3 or 5 minutes?	
85	In Section VIII 11. a. ix. Scope of work and deliverables required, the RFP states that No caller should be made to wait for more than eight minutes. Whereas the commercial submission table mentions expenditure on establishing a Call Centre: Only normal call charges should apply and waiting period should not exceed five minutes. What is the final Call Wait Time target – 5 or 8 minutes?	It is clarified that the Service Provider can charge normal call charges after five minutes. No caller should be made to wait for more than eight minutes and waiting time should not be chargeable.
86	Is there a requirement for the call center staff to be Pre-Cleared by the Consulate as well?	No. However, qualified staff (as per the standards given in the RFP) should be hired for the call centres.
87	Will the Service Provider be required to offer all the VAS listed in the RFP?	Yes.
88	The RFP mentions that a CEO or a person of equivalent rank should sign the bid documents. We request you to kindly allow any person of the company holding an authorisation from Board of Directors of the company be the signatory for all bid documents.	No. This may be done as per provisions of the RFP.
89	ISO 23026:2015 standard for management of websites has been published ISO organisation in May 2015. We kindly request the Embassy to modify this clause so that compliance to this standard is undertaken by service provider after the award of contract or at least within 6 months of go live of operations.	At the time of submission of the tender, the latest version must be submitted. The certification must be continuously upgraded during the period of Contract as provided for in the ISO process.
90	At the outset the tenure of the contract that would be awarded has been reduced from 3 years to 2 years. As a uniform policy, it is normally seen that the tenure of contract for all other Missions is 4 years. However, in the instant case the period has been reduced to 2 years without	This decision has been taken after considering all aspects in order to streamline outsourcing services in the Mission/Posts. This is to ensure one tender process and time cycle for both passport and visa services in May 2018 for the sake of uniformity and efficient control.

	<p>appreciating that for such a short period the entire investment that would be made by the ultimate awarding will be huge and the same would directly affect the price.</p>	
91	<p>Clause 8 (i) of the RFP requires that the bidding company must provide a list of all cases in the past five years as well as present pending litigations, however the basic requirement as per the eligibility criteria for the company to participate is only three years experience. Thus the said requirement appears to be contradictory and needs to be suitably amended.</p>	<p>RFP requirement will remain unchanged.</p>
92	<p>In Clause IX-Bank Guarantees, it is notice that there is no uniformity in prescribing the bank guarantees. In the present RFP the prescribed amount for various bank guarantees amount to 1.5 million USD (approx Rs. 10 crores) whereas in other Missions having much larger volume of applications than the instant Mission, the requirement of bank guarantees is very low. Thus there appears to be a huge disparity and this needs to be looked into by the Ministry to device a uniform policy w.r.t. bank guarantees.</p>	<p>Amounts for Bank Guarantees have been arrived at after due consideration of all aspects. These depend on the number of applications and consular revenue of the Mission/Posts and hence the amounts are variable. The point to note is that the same yardstick is applicable for all the bidders.</p>
93	<p>In clause 6 (i) of the RFP apart from the requirement of 3 years experience of operating a centre for visa, passport, consular services, two more eligibility criteria have been added i.e. (i) three experience in e-governance projects of Government of India and (ii) ten years experience in tourism, travel and or other services industry is vague. Discriminatory criteria is not clearly defined.</p>	<p>Eligibility criteria for all types of companies are specified in the RFP, and have been decided after due consideration of all aspects.</p>
94	<p>It is seen that three years experience of operating a centre for visa/passport and consular services has been equated with experience in e-governance projects and experience in tourism, travel and other relative service industry, without giving any criteria w.r.t. the quantum of such experience required in either e-</p>	<p>Eligibility criteria mentioned in the RFP is final.</p>

	governance project or tourism and travel industry is not defined in any of the service industry.	
95	The said eligibility criteria also brings into picture a person which ten years experience in tourism or travel irrespective of whether he has the experience of CPV services.	The capacity to provide e-governance and tourism/travel industry related services can be taken forward to outsourcing of CPV services as well. This will be decided as indicated in the RFP. The criteria have been chosen after due deliberation.
96	The said eligibility criteria nowhere defines as to what is <i>demonstrable capacity</i> . While for bidders engaged in CPV outsourcing services has a clear cut criteria of 200 applications per working day, no such requirement is either provided nor the same is borne out for the e-governance project or tourism or travel service industry.	Eligibility criteria mentioned in the RFP is final. This will be decided on the basis of details provided by the participating companies.
97	Since tender is specifically for Passport/Consular Services, eligibility criteria should be based on past experience in the service even if the criteria is to be expanded. Passport services should be given more weightage.	As explained under S.No. 95.
98	The requirement w.r.t. financial capabilities as it appears in the RFP is net worth of 5 million USD and annual turnover of 5 lacs USD. The said requirement on the face of it appears to be illogical as while the net worth is shown as ten times more than the annual turnover, which can never be the case. The same thus needs clarification.	There is no contradiction. These definitions are explained under Companies Act 2013, Section 2(57) and Section 2 (91) and corresponding provisions. The participating companies should provide necessary certificates in this regard as explained in the RFP from recognized external Audit Agency. These are not new criteria; the previous RFP template also had the same thresholds.
99	As regards clause XIV-penalties, there are certain superfluous clauses which need to be rationalized as the same are difficult to be strictly implemented and monitored.	All penalty provisions have been arrived at after due consideration of all aspects.
100	In clause 22 (ii) (h) (i) the RFP provides that the Ministry can decide to award contract to two service providers simultaneously in few countries to both L-1 and L-2 at L-1 price. This needs to be clarified as there is no criteria provided as to in which cases and w.r.t. which countries	This RFP is meant to select only one Service Provider.

	<p>the Ministry can decide so. It is not clarified beforehand as to when can the Ministry decide so as nothing has been provided in the present RFP. Further it is also needed to be clarified as to whether this criteria would affect or impact calculation of service charges.</p>	
101	<p>Annexure-‘C’ at page 49 of the RFP stipulates “<i>Mission has the right to disqualify the bidders in the financial bid stage if the costing details are not commercial viable and found to be unsustainable, treating the bid as unresponsive.</i>”</p> <p>There is no definition provided in the RFP of words “commercially viable”. Besides there is no parameter or criteria w.r.t. the same. While for the bidder a financial bid can be commercial viable, it may not be so for the Mission. Thus the said decision is highly subjective and needs clarification and necessary amendment providing the complete parameters and criteria as to when a particular financial bid can be termed as commercially viable and commercially not viable.</p> <p>Besides there is no definition of the word unsustainable i.e. it needs to be clarified as to when the costing details can be termed as unsustainable. The said parameters must be provided in the RFP so as to enable the bidders to be vigilant in providing their costing details so that the same can be termed as commercially viable and sustainable.</p>	<p>Evaluation of the Bids will be done as per provisions laid out in the RFP. This is explained under Annexure C. Obviously, any proposition where the total expenditure is more than the total income is a loss making proposition which will only lead to manipulation and result in poor quality of services.</p>
102	<p>Annexure ‘E’ of the RFP provides criteria for evaluation of technical bids. The remarks column in all the criteria from 1 to 9 provides that “<i>Marks to be awarded as per Mission’s Judgment.</i>” It is nowhere either explained or clarified as to what would be the basis and /or parameter for the</p>	<p>Evaluation of the Bids will be done as per provisions laid out in the RFP. It is clearly indicated that the best ranked will be given 10 marks and the others will be proportionately reduced.</p>

	<p>Mission to pass a judgment on the concerned criteria. Besides the said judgment by the Mission will be highly subjective. This criteria of evaluation is not transparent evaluation criteria as per normal guidance of Government of India, should be transparent and predefined and not to be arbitrary.</p>	
103	<p>Criteria No. 9 provides that marks will be awarded as per Mission's judgment on the basis of number of memorandums /show cause notices etc. It further provides that the first time bidder is to be given a neutral evaluation for purpose of ranking i.e. 5 marks, the said criteria favor inexperience bidder while the service providers who has experience and who has already provided services and successfully completed the contract will be given a symbolic mark more than zero. These criteria in itself appears to be discriminatory. While the first timers have been given exemplary good mark i.e. 5 marks, the experience one are given less marks then the first timers.</p>	<p>This is explained under S.No.22.</p>
104	<p>Besides, it is stated in the said remark that the marks will be reduced depending upon the number of show cause notices etc. It is requested to appreciate that the issuance of show cause notice to any service provider in no way can be termed as cognizable or any stigma attached to the said service provider. Mere issuing show cause notice cannot be taken as negative point as it is unfair and discriminatory. Thus the said method of marking in criteria 9 needs to be rectified and explained as the same is highly discriminatory.</p>	<p>The matter will be considered in totality, i.e in conjunction with the Show Cause Notice and the satisfactory response and improvements made by the Service provider.</p>
105	<p>Criteria No. 10 As verdict is vague and unclear it doesn't specify who is not Government of India client and how would quality being ascertained has not been mentioned. Further this criteria also favoured non-Indian Companies who may have more experience with non-Government of India clients.</p>	<p>There is no discrimination. It is well known that Indian Companies can also provide services to foreign establishments and vice versa.</p>

