Compilation of Pre-Bid Queries on RFP for Outsourcing of CPV Services received from OSPs - EOI Berlin, Germany

S. No	Clause	RFP Clause	Query	Comments of Mission
1)	Chapter I, Pg 3, Pt. 2	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?	Yes; during such situations, provisions of SLA/penalties, termination of contract and the consequences of termination will be applicable in case OSP does not provide minimum specified services as per the requirements of the Mission / Post(s) and as may be permissible under the applicable local laws.
2)	Chapter - I, Pg 3, Pt 4	In the event of roll out of chip enabled e-passport services by the Ministry, the OSP will be responsible for enrolment of tenfinger 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	What will be the timeline for the Chip enabled passports to be rolled out? Also, as it will be a staggered roll out what %age of applicants will have a chip enabled passport?	It is in final stages. Initially only renewal cases will be taken up.
3)	Chapter I, Pg 4, Pt. 7 (iii)	Capturing of Biographic data and photograph Electronic transfer of data to 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	 Minimum 3 times, if not successful, the OSP needs to contact the Mission/ Post. Fingerprint quality threshold is100% EXEMPTIONS: Applicants with less number of fingers shall give fingerprints of the existing fingers only Applicants above 70 years of

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				age and below 12 years of age would be exempted from biometric capturing. O 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
4)	Chapter I, Pg 4, Pt. 8	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 % of applications that are received in person and by post in each city?	In Berlin, Frankfurt and Hamburg, postal applications constitute about 20% overall while it is 60% at Munich presently.
5)	CHAPTER III: INSTRUCTIONS TO BIDDERS Pg 7	(ix) Companies/Firms registered outside India are eligible for participating in the bidding process.	Under the provision of GFR 161 (iv). No foreign based companies can participate in the Global tender having 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.
6)	Chapter III, Pg. 8, Pt. (l)	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	What are the factors that will be taken into consideration to assess the viability of costing information to determine the lowest bid?	The viability of the costing shall be assessed on the basis of details and supplements provided by the bidder in the financial and technical bids. The costs cannot be zero for any item and need to be realistic.

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		viable.	Would the bidder be given an opportunity to explain the price breakup along with supporting documentation?	The bidder needs to provide all supporting documents for the price breakup in the bid itself. There will be no opportunity provided separately except for the presentation in the pre-bid conference.
7)	Chapter III, Pg 9, Pt. (xv)	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 each CPV service will be the same.
8)	Chapter III, Pg. 9, Pt. (o)	Bidders are required to make Presentation at the time of valuation of Technical Bids as per the date and time fixed by the Mission which will also be evaluated in Annexure-E of RFP	Please confirm that the presentation will be held privately between the Mission and the bidder as our presentation will contain confidential information. How many participants per company are permitted to be attend the oral presentation? Will this be an e-meeting or in person at mission premises?	Yes. The presentation shall remain confidential between the Mission and the bidder. It will also become part of the technical bid document. However, claims regarding experience may be publicised by the Mission. Two participants per company shall be permitted for the oral presentation. There shall be no e-meeting and the presentation has to be in person.
9)	Chapter III, Pg 9, Pt (b)	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	Do all the applicants need to give biometrics or will it be only consular or any specific category of applicants?	Biometrics only for OCI and Visa applicants presently but the policy may change later to include passports as well.

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		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 High Commission of India, London in this regard shall be final		
10)	Chapter III, Pg 9, Pt (e)	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 country and one or all ICACs is/are bound to be closed or relocated due to any unforeseen circumstances/situation	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 timeline for GoI policies. The Mission/Posts/Ministry will examine requests of OSP regarding rationalisation/downsizing, etc
11)	CHAPTER III: INSTRUCTIONS TO BIDDERS	l. 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 is been decided by the Mission below which the bid will be considered unresponsive.	As has been explained earlier, the viability of the costing would be assessed on the basis of details and supplements provided by the bidder in the financial and technical bids. The costs cannot be zero for any item and need to be realistic. The bidder needs to provide all supporting documents for the price breakup in the bid itself. There will be no opportunity provided separately except for the presentation in the pre-bid conference

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12)	Chapter V Pg 11,a Pt (xi)	BGs	What is the exact amount of EMD to be given for Germany as it is blank in the tender document? (after taking into consideration the calculation mechanism provided under Pt. (xi). What is the exact amount of BG for premature termination? (after taking into consideration the calculation mechanism provided under Chapter X (1) (iii) @Pg. 31)	The exact amount of EMD to be given for Germany is Euro 60,000.
13)	Page no. 11 Point No. Chapter V: Mandatory Eligibility Criteria	The annual turnover of the Bidding Company should be at least US\$ 500,000 annually during the pre-Covid three years period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019). The Bidding Company shall provide audited information certified by an external auditing agency to substantiate its claim of a turnover based on three years pre-Covid period (Jan-Dec 2017, Jan-Dec 2018 and Jan-Dec 2019). In the case of joint ventures, information must be provided for both the partners of the joint venture and a copy of the their agreement.	Calendar year In India, generally we prepare balance sheets on financial years basis starting from 1 st April and ending upto 31 st March to show the financial data of the each of the year. Either we can provide certificate from CA, certifying the same for the calendar years or audited data for the financial years. Please clarify, if this will be considered.	es. The balance sheets for the financial years ending in 2018, 2019 and 2020 shall be considered.
14)	Page no. 11 Point No. Chapter V: Mandatory Eligibility Criteria	Conversion rate from USD to INR	Please confirm to which year, conversion rate of USD To INR will be applicable for getting the equivalent value of Turnover and Net Worth, for the respective financial / calendar years, e.g. 2017, 2018, 2019, 2020	As indicated the conversion rates applicable for the years 2017,2018,2019 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

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				prepared.
15)	Chapter 5 Pg 11	(xi) The Bidding Company must deposit a Bid Security deposit (EMD) for Euro (@5% of the tender value) in the form of Bank Guarantee(s) (BGs) drawn in favour of Embassy of India, Berlin (as per Proforma at Annexure-J).	(xi) The Bidding Company must deposit a Bid Security deposit (EMD) for Euro (@5% of the tender value) in the form of Bank Guarantee(s) (BGs). Please share how the Contract value has been calculated so that we can have the EMD value estimated value??	The EMD value is Euro 60,000. The contract value was calculated at the present volume of service and fee.
16)	Page No. 12 Chapter VI: Joint Venture /Consortia	Joint Venture (JV): If the Bidding Company proposes to implement the project in collaboration with a local business partner, details of partnership, type of JV, including a copy of the Agreement, must be provided. Maximum number of partners in JV should not be more than two and the lead member of JV/consortium should meet at least 75% and other members should meet at least 50% of criteria of Annual Turnover and Net Worth criteria as mentioned in Chapter V	JV of two or more companies should be allowed either they are a local partner or based in the same / different country.	'local business partner' obviously is a company based in Germany. There cannot be more than two partners in a bid.
17)	CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED Pg 25	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.	Consular camp may be held once every 1-3 months for 1-2 days each time for outsourced CPV services in different major cities within the jurisdiction of the Mission/Posts and would require minimal manpower and not the entire set-up.

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18)	Chapter VII, Pg 13, Pt (v) Pg 27,Pt (iii)	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 data that is required by the GoI websites but is not needed by OSP to undertake outsourcing services. Thus, the application data is to be stored only on respective authorised portals like IVFRT/GPSP. OSP should provide a link to the website of the Government of India (GoI) for the service(s) concerned and guide the applicants to apply at the website of the GoI. Pertinent data for the application management may be created by the OSP separately.
19)	Chapter VII, Pg 16, Pt (vi)	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.	Latest by 12.30 hrs.
20)	Chapter VII, Pg 16, Pt (xi) and (ix) Pg 25, Pt (U)	'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.	Do the service levels and penalties apply to the walk-ins since the OSP will have no control over the number of walk-ins?	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,

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		Delay in appointments will invite penalty as explained under Chapter XI: service level metrics/penalty.	Please explain what is meant by 'delay in appointment', does this refer to appointment unavailability or any thing else?	appointment system and helpline. Delay in appointments will invite penalties as per SLA.
21)	Chapter VII, Pg 18, Pt (viii) (i)	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, except bank service charges
22)	Chapter VII, Pg 21, Pts. I, J, K	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?	The Service Provider shall be required to work on CONSPROM when introduced. Requisite details will be supplied in due course.
23)	Chapter VII Pg 22, Pt. I (vi)	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?	Less than 5%, mostly pertaining to grant of visa on diplomatic and official passports
24)	Chapter VII, Pg 22, Pt. K	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?	3-4 applications per year presently. Same process as in the case of PCC.

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25)	Chapter VII, Pg 24, Pt (v) Chapter XI, Pg 36, SLA 19	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. 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	In contract to point (1a) on page 39 & where it says "The Service Provider 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 minimised (less than 30 minutes preferably and under no circumstances greater than 1 hour)". 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.	30 minutes should be sufficient for biometric capture and examination of documents and generation of receipt after an application is submitted successfully and an appointment is made.
26)	Chapter VII, Pg 24, Pt. P (vii)	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, the normal working days would be 5 days (Monday to Friday).
27)	Chapter VII, Pg 24, Pt. N (ix)	Back-log of digitization 8,000 CGI Munich, 40,000 CGI Hamburg, 2,500 CGI Berlin	This is a huge old backlog of digitization of files mentioned which the OSP is not processed the application or collected service fees. Could this be tendered separately due to the high volume and is there any timeline to complete this backlog?	The OSP will need to factor it in the service fee itself. Backlog should be completed on priority.
28)	Chapter VII, Pg 25, Pt. R	In case Mission/Post requires OSP's staff/personnel to be present within the Chancery premises for undertaking	Will there any be any cap on the number of staff required? How frequently would this be	It is only on a requirement basis which may not be too frequent and may not have telling effect on

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		outsourced work, no additional expenditure will be borne on such account by GOI/Mission/Post. The OSP will be required to deploy the personnel with PoS (Point of Sale) machines, etc., if needed by Mission/Post. 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].	needed as this will have an impact on cost and operations?	the financial bid. Anyways, for all services provided to applicants, the OSP would charge the service fee.
29)	Chapter VII, Pg 25, Pt. T	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?	All the major cities within the jurisdiction of the Mission/Posts Minimum once in year in each city for 1-2 days each time.
30)	Chapter VII, Pg 25, Pt. (xii)	The OSP shall Provide a customer feedback 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 interactive blog, please provide the format?	The customer feedback system shall be based on an independent, transparent and neutral platform that offers a feedback opportunity to the applicant automatically through email. A dashboard provided to OSP and Mission/ Post would enable them to monitor the QoS. Based on the feedback, there should be provision to reach out to the applicant individually or respond publicly. OSP should

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				include the details of feedback system provided in their presentation.
31)	Chapter VII, Pg 28, Pt (xiv)	The Service Provider should have a feedback system for applicants while returning the passports, to survey satisfaction levels in regard to the quality of their service rendered. The feedback should be constantly watched and measures taken to overcome any defects noticed during the feedback. A summary of the feedback should be sent to the Mission/Post on a monthly basis and serious complaints should be brought to the notice of the Mission/Post immediately. The copy of all feedback/grievances received by OSP should be received in Mission/Post at a designated email/ID and Action Taken by OSP on each feedback/grievance should be intimated to Mission/Post within 3 working days or as required by Mission/Post	Can be reported either fortnightly or monthly through an agreed format as 3 working days is too short a period to report all resolved cases?	The period of 3 days is meant for the initial response. It is understood that depending on the nature of grievance or feedback, different queries may need different time periods for completion of inquiry.
32)	3. OPTIONAL SERVICES (Oss) Pg 29	(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?	Yes
33)	Chapter X, Pg 31	Bank Guarantees (BGs)	Can any changes be made to the BG format if required by the issuing bank?	Generally No. If there is a specific query in this regard, bidder may write to the Mission.
34)	Chapter XI, Pg 34, Pt. 7	Delay in returning passports/ documents to applicants by OSP after having been received from the mission.	This is not in control of the OSP if the applicant doesn't turn up to collect the passport / document	OSP should intimate the applicant regarding the collection of document on the same day or the

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		OSP agrees to be responsible for returning the passports/ documents received from the mission to the applicant on the same / next working day.	from the centre or if there is any delay in the courier delivery for other reasons including availability of applicant at the delivery address. Can this be measured for passport dispatched from the OPS on the same day or next working day in case of postal delivery?	next working day from the date of collection of document from the Mission/Post. The date of despatch of the documents should be considered as date of return in case of postal delivery. OSP would not be held responsible for any reasonable postal delays.
35)	Chapter XI, Pg 38, SLA 30A	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 @Pg 49?	Appointment system is different from the system for tracking the status of the application. "Live tracking" would mean regular updating of the appointment status
36)	Chapter XI, Pg 38, SLA 30C	Access monitoring system - The OSP agrees to provide access to monitoring system	Please clarify which monitoring system is being referred to?	The monitoring system for feedback, as mentioned in response to a previous question.
37)	Chapter XI, Pg 39, SLA 31	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 subcontracting is permitted.	Would you be viewing postal services, contact centre, security services through external parties as outsourcing?	Postal Service, Contact Centre, & security service through external professional agency are not considered outsourcing. Only CPV services should not be subcontracted.
38)	Chapter XII, Pg 42, Pt. (4)	(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 considerations, violation of privacy laws, non-compliance of taxation laws in Germany and encashing the Bank	Can the termination clause be mutually applicable?	No. The termination clauses are clearly explained.

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		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. (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		
39)	Chapter XV, Pg 45, Pt (ii)	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?	No.
40)	B. Stage 2: Financial Bids Pg 46	(i) Service Fee is the sum of fees quoted for basic services, finger biometrics and facial biometrics.	How the services fees calculation is done?? Service fee includes basic services, finger biometrics and facial biometrics. Is the service fee quoted same for all the services like Misc. Consular Services, visa, passport, OCI?? If yes, then the service fee is same for all the services. If no, then how the service fee for Misc. Consular Services, visa, passport, OCI are calculated??	Basic Service fee will be same for each CPV service.

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41)	Chapter XVIII, Pg 54, Annex C: Financial Bid	Anticipated cost	In Annex C the cost is required to be given in CAD. Kindly confirm if this is correct (since the service fee is required to be quoted in Euro @Pg. 58)?	It is a typographical error and should be in Euros Only.
42)	Chapter XVIII, Pg 59, Annex C: Part-II-B	Optional Services	In Annex C for optional services, the total number of services is thirteen (13). Since the "Courier Service" & "CPV Services @ your doorstep" have two subcategories each, the total number of Optional Services is fifteen (15). Can the Authority clarify if the total number of Optional Services are thirteen (13) or fifteen (15)?	15 Services.
43)	Chapter XVIII, Pg 59, Annex C: Part-II-B	Optional Services	In Annex C under optional services for CPV Services @ your doorstep how is the price to be quoted? Is it to be quoted for single applicant or group of applicants (since there are different rates prescribed for additional members of the same family). If the price to be quoted is as per group of applicants what is the group size that should be taken into consideration?	Yes, the term "Group" can be used instead of the family and the minimum size of the group should be 4 and quotation should be made for single applicant and for the group.
44)	Chapter XVIII, Pg 59, Annex C - Part-II-A, Note 3	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?	No Currently OCI and Visa.

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45)	General query	Bifurcation of number of applications	Bifurcation of number of applications for different category of services may kindly be provided.	Bifurcation is already provided in Chapter I, para 8.
46)	General query	Details of year to be used.	Details of which year is to be used for getting the anticipated number of application for calculation of financial bid, which is not clear. Requested to provide the details.	2017,2018,2019.
47)	General query	Single or different price for each category.	Whether a single price is to be quoted for all services or different price for each category, please clarify.	Single service charge for all services.