

Mission's response to written queries and queries raised during pre-bid conference
(Outsourcing of CPV services at Indian Embassy, Tehran) Date: 17.02.2025

S. No.	RFP Main / Sub-Section	Page No.	RFP Clause	Query	Mission's Response
1	Chapter-I pt.2 Chapter-XVII (Validity of the Agreement)	3, 80	RFP stipulates that the Agreement shall be valid for 3 years from the date of signing of the Agreement.	<p>Require amendment: See Chapter XVII (Validity of Agreement) Para-1 clearly stipulates that the Agreement shall be valid for 3 years from the date of signing of the Agreement. Instead the following may be proposed:</p> <p>As is, this is a 3 year fixed term Agreement, unlikely the earlier RFPs that provided flexibility for extension in case the need arise or the circumstances demand. The present formulation does not allow the possibility of extension. It is therefore, proposed that the Para I may be modified to incorporate flexibility and allow discretion to the Mission for the extension of the Agreement after the completion of 3-year term.</p>	<p>Refer to Chapter XVII. The agreement signed will be valid for three years from the date of signing the Agreement, without further extension.</p>

2	Chapter - I, Pt 4		<p>In the event of the rollout of chip-enabled e-passport services by the Ministry, the SP shall be responsible for the enrolment and capture of ten-finger and facial biometric data of the applicants, as prescribed by the Indian Mission. In that case the Mission & Posts in coordination with Gol's National Informatics Centre (NIC), will provide necessary biometric capturing software for the purpose while the hardware shall be the responsibility of the SP as per the standards prescribed by NIC. No request/ claim for any hardware and its installation would be entertained under any circumstances during the period of contract. Hence the rates should be quoted with these provisions in mind. The SP shall coordinate with the Mission and NIC or any other agency authorized by the Ministry to put in place seamless procedures for this purpose.</p>	<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>Biometric capturing technical specifications required are detailed in the RFP. Quantity of hardware planning is for bidders to make, taking into account anticipated applicants to be served daily, number of counters, redundancies etc.</p>
3	Chapter III, Pt. (xix) And Annexure-K		<p>Determination of Service Fee and Financial Bid</p>	<p>a) If the Service Fee has multiple components including digitization and indexation of documents, enrolment of fingerprint biometrics, facial Biometric capture, and provision of four Application</p>	<p>A singular all-inclusive service fee has to be quoted as per Annexure K, regardless of applicant availing any or all of the application facilitation services.</p>

				<p>Facilitating Services viz, photocopying, photographs, Form filling, and Courier Services, please clarify how is the service fee to be quoted if for instance an applicant does not avail any or all of the 4 Application Facilitation Services.</p> <p>b) Will there be a single Service fees for Consular / Passport / Visa / OCI / PCC / Surrender Certificate / GEP Verification Services / Misc Attestation.</p>	Yes
4	CHAPTER V: MANDATORY ELIGIBILITY CRITERIA And Annexure-D		<p>The average annual turnover of the Bidding Company during the last three years (Jan 2021-Dec 2023) must be at least USD 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</p>	<p>a) The RFP requires average turnover of the Bidding company on the basis of calendar Year during the last three years (Jan 2021-Dec 2023). However, in India, balance sheets are typically prepared on a financial year basis, starting from April 1st and ending on March 31st. In order to</p>	<p>The Mission would accept balance sheets on the basis of the prevalent accounting year of the country where the company is registered.</p>

			<p>copy of their joint venture agreement.</p> <p>The Bidding Company shall provide audited financial information certified by an external auditing agency to substantiate the claim of its turnover</p>	<p>present the financial data for each calendar year, as desired in the RFP, please confirm if a certificate from a Chartered Accountant verifying the accuracy of the audited data for calendar years is acceptable.</p> <p>b) Please clarify about the external audit agency which will be acceptable to the Mission.</p> <p>c) Please confirm the applicable years for the conversion rate of US\$ to INR for calculating the equivalent value of Turnover and Net Worth during the respective calendar years for Jan 2021 - Dec 2023, as mentioned in the RFP.</p>	<p>A registered external audit agency in the country where the company is registered.</p> <p>Bidders may submit information based on US\$/INR conversion rate as per RBI/Central Bank of the country in respective years.</p>
5	Chapter XIV		General Query	a) Kindly advise how many originals and copies of technical bids are required.	One copy of the technical bid should be original and three copies could be in duplicate.

				b) Can the Bid docs be signed by DSC or physical signatures are required?	Physical signatures are required.
6	Chapter V, point -(x)		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.	Kindly clarify from whom the said certificate is to be provided?	The OSPs will have to submit self-certification in this regard.
7	Chapter X Pt. (1) (i)	50	BANK GUARANTEES (BGs)	The SP shall provide a Bank Guarantee in USD for the Government funds held by SP. Kindly advice amount for the same.	Details will be provided to the bidder who is awarded the contract, at the time of signing of Agreement.
8	Chapter VII: Scope of Work and Deliverables Required Clause X (b)	28	The SP shall also maintain the turnaround time of 30 minutes for any applicant from token generation to acceptance of application and payment at the counter of ICAC.	The Tender specifies the turnaround time for 30 minutes and as per our understanding, the turnaround time will be only for submitting the application and a separate time would be allotted for form filing, photocopy, photograph services.	Turn Around Time shall not exceed 30 minutes from the time of token generation till the time of generation of submission receipt for the applicant. 30-minute turnaround time is the standard requirement for the processing of applications, which includes capturing photographs and providing photocopies as well. Separate time could be considered for Form filling if required.

9	Annexure-J Part III: TECHNICAL BID EVALUATION PROFORMA Part-III, 1(b)	116	Parking facilities with capacity and type of parking.	<p>a) Definition and scope of "Exclusive Parking" as outlined in the tender.</p> <p>b) Number of parking slots to be categorized as "Exclusive Parking" is requested and maximum number of parking slots to be considered as adequate slots in ICAC.</p> <p>c) Please elaborate what will be deemed as constituting a 'Prime Location' for the purposes of this tender. Please confirm, if there is any minimum benchmark in terms of kilometres for the purpose of evaluation of proximity.</p>	<p>Exclusive Parking means Parking space exclusively reserved for applicants visiting ICAC.</p> <p>Bidders are to arrive at the number of parking slots as per the number of applicants anticipated to visit ICAC and based on existing local norms. Marks under Technical bid evaluation will be awarded based on the information/presentation provided by the bidder.</p> <p>Definition of Prime location is self-explanatory and there is no minimum benchmark in terms of kilometres for evaluating proximity.</p>
10	CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED	45-46	Consular Camps: The SP may be required by the Mission to organize Consular Camps at any location within the consular jurisdiction of the Mission(s) at no additional cost to the Government of India/ Mission or applicants. SP will be required to provide services, including scrutiny of	<p>Since the organisation of consular camps is a requirement in addition to regular ICAC centers, the following information is kindly requested:</p> <p>a) Number of personnel</p>	<p>The average number of applicants anticipated at consular camps is 55-65. SP should assess the necessary manpower, infrastructure, and spatial requirements based on</p>

			<p>applications for consular/ Passport/ Visa/ OCI/ PCC/ Surrender Certificate / GEP Verification/Miscellaneous Attestation etc., and acceptance of fees. The same Service Fee should be levied on applicants. No additional service charge will be paid to the SP. These camps are to be organized in cities other than the location of the Centres. The SP should quote financial bid keeping in mind this aspect and SP will not be allowed to charge any additional cost from anyone [either from the applicant or Mission/Ministry]</p>	<p>required for consular camp operations.</p> <p>b) Number of applications anticipated to be processed at each camp.</p> <p>c) Number of camps to be conducted per year.</p> <p>d) Logistics for proposed organization and conducting of consular camps and the typical duration of each consular camp.</p> <p>e) Modalities for space requirements or infrastructure that is needed for the successful operation of a consular camp.</p>	<p>anticipated application volumes.</p> <p>2-4 camps in a year.</p>
11	CHAPTER VII: SCOPE OF WORK AND DELIVERABLES REQUIRED 1(A)(xi)(c)	23	SP shall also operate on a regular basis, an exclusive submission counter at Tehran with adequate number of staff for processing of applications.	Please share an estimate or indication as to how many counters and staff will be required.	One counter, and one staff on a need basis
12	Chapter VII: Scope of Work and	35, 122	Despatch the document(s)/passport/ PCC to applicants via courier in a secured manner on the same day (or	a) Please clarify if the courier service is mandatory or	Courier service is a mandatory deliverable to be provided by the SP, with the option for applicant to

	<p>Deliverables Required Clause G (c) And Annexure-K</p>		<p>the next working day in case of delayed receipt).</p> <p>Financial Bid Note: 1 – Service Fee quoted above is the ‘Service Fee per application’ payable to the Service Provider. Bidder shall quote the Service Fee as per deliverables of the RFP including digitization and indexation of documents, enrolment of fingerprint biometrics, facial Biometric capture, and provision of four Application Facilitating Services viz, photocopying, photographs, Form filling, and Courier Services.</p>	<p>optional?</p> <p>b) Please clarify how the charges for the courier services to be computed given they vary based on distance and local circumstances.</p> <p>c) Please be kind to clarify whether an average of the courier rates is to be taken or a separate disclosure is to be made qua the differential courier rates and ultimately differential service fees.</p>	<p>collect passport/document from ICACs. Refer to Chapter VII, Para 1(G)(i)(c). If any applicant opts for the collection of document/passport/PCC/OCI/SC from ICAC, the SP shall facilitate the applicant or his/her authorized representative for the collection from ICAC.</p> <p>Bidders need to factor in courier charges, variability of distances amongst other factors to offer a singular all-inclusive service fee</p> <p>Bidder has to provide information regarding courier despatch process, the courier company to be hired, etc., in its technical bid. Marks under Technical Bid evaluation will be awarded, based on the information provided by the bidder, as per part III, Annexure J of the RFP.</p>
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13	Chapter 1: Request for Proposal (RFP)		The Mission handled approximately 48227 no. of services/ transactions during the three years from Jan-2022 to Dec-2024 equivalent to 64 transactions/services per working day, assuming 250 working days in a year.	The minimum area of each ICAC to be established is on the very higher side, especially keeping in view the fact that the separate Optional Services and Premium Lounge Services have been removed from this present RFP that might have necessitated large space requirements. We would request clarification for the big spaces requirement for the various ICACs and also request rationalization of space requirements on the basis of counters required.	The requirements as mentioned in the RFP are to be met by the bidders.
14	General Query		Responsibility of Handling applications during the transition period.	We shall be grateful if the transition period and modalities for handling applications during the transition period are clarified.	There would be no transfer of applications between the existing and the new SP. The existing SP will complete the services for all the applications received by it.
15	General Query		Backlog of Services from the incumbent service provider.	Kindly confirm that the cost associated with addressing this backlog is not included in the bid price and constitutes a separate and excluded expense to be reimbursed by the mission.	There would be no transfer of applications between the existing and the new SP. The existing SP will complete the services for all the applications received by it.

16	Chapter III Clause (vi)		<p>Instructions to Bidders (vi) Bidding companies having outstanding penalties levied by the Indian Mission/Post as per the provisions of the Agreement payable to Missions/Posts/MEA, shall not be considered.</p>	<p>a) Please clarify whether Bidding companies which have received a Show cause notice for levying of penalties/notice demanding penalties are eligible to bid in the present RFP if the Bidding company in question has responded to the Show cause notice for levying of penalties/notice demanding penalties and a final communication qua said penalties has not been received from the Mission/Post MEA.</p> <p>b) Please clarify whether Bidding companies who have challenged the levying of any particular penalties against them whether before Mission/Post MEA or before a court or before an arbitral tribunal are eligible to bid?</p>	<p>The proposal of Bidding companies that have outstanding penalties levied by any Indian Mission/Posts, irrespective of its current status, shall not be considered and summarily be rejected</p>
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				c) Please clarify whether the penalties that are contested by the Bidding Company including but not limited to for lack of proof and a reply from the Mission is awaited, will be considered as outstanding penalties for the purpose of Chapter III, clause (vi).	
17	Part III: Technical Bid Evaluation Performa Point 9		Reputation of the bidding company in the market and quality of non-GOI client list and references received from them.	Please clarify the Reference Letters provided to the bidding company by foreign client governments will be considered in assessing market reputation	Reputation will be assessed based on past association with corporate and non-GOI clients including foreign governments.
18	Chapter III Point No. xii, Page No. 11		EMD and other Bank Guarantees (BGs) can be furnished through SWIFT (including e-Bank guarantee)	Details of the Embassy Bank account duly mentioning Account No / Address of Bank / Details of swift / IBAN	e-BG and SWIFT transactions will be accepted as per banking norms.
19	Annexure H page No 105 Note 1 & 2		Bidder should ensure that the seal and Code No of the signatory is put by the bankers before submission of BG. Stamp paper is required for BG issued by the Banks located in India.	a) Since the BG can be furnished through SWIFT (including e-Bank guarantee) hence affixing of bank seal is not possible. Please clarify on the same.	e-BG and SWIFT transactions will be accepted as per banking norms.

				b) Since the BG can be furnished through SWIFT (including e-Bank guarantee) hence Stamp paper requirement does not exist. Please clarify on the same.	
20	General Query		Utilize the services of a subcontractor for a specific category.	We kindly request confirmation if it is possible to utilize the services of a subcontractor for a specific category of ancillary service.	For courier and security services, SP can engage reputed companies registered in the country.
21	Part III: Technical Bid Evaluation Proforma, Point 4 (a)		Provision of Application Facilitating Services at ICACs Photocopying Photograph Form Filling Courier Services Refer to Chapter VII, para (3) of the RFP (7 marks)	Please be kind to clarify what explanation/solution for the provision of Application Facilitation Services is expected from the Service provider. This will enable us to incorporate the necessary details into our Technical Bid accordingly.	Bidder is to provide information on necessary hardware and manpower facilities have to be provisioned for Application Facilitating services such as Photograph, photocopy, form filling etc. Refer to Chapter VII, Para (3) As regards Courier service, Bidder has to provide information regarding the courier despatch process, the courier company to be hired, etc., in its technical bid.
22	CHAPTER-I: REQUEST FOR PROPOSAL		Provision of Application Facilitating Services viz. photocopy, photographs, form	We understand that only four services (photocopy, photographs, form filling	There are no Optional /Value added services under the Scope of Work.

	(RFP) Point: 8 (V)		filling and courier services to applicants submitting consular applications	and courier services) are considered as facilitation services and no other services like premium lounge or any value-added services will be considered as facilitation service.	SP shall not indulge in providing any Service other than the deliverables included in the RFP.
23	Chapter V, clause 1 (x):”		“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.”	a) As the operations of the bidding company would only stand initiated post the award of the tender, would a bidder whose bid is unable meet viability standards based on local labour laws read with labour requirements as stipulated in the present RFP, stand to be declared as non-responsive. Further, what would be the procedure for such determination? b) Kindly clarify from whom the said certificate is to be obtained.	The only criteria for selection of SP is minimum technical qualification as per provisions of RFP and L1 criteria. Self-certification by the bidder.
24	Chapter VII, Clause 1 (A) (xi) (a):		“The SP is required to set up a new Indian Consular Application Center (ICAC) in prominent locations as specified in the	Are the bidders required to advance documents/calculations supporting the financial	The selection criteria as defined in the RFP is as per L1 basis only. The bidder is required to submit

			<p>following table under the jurisdiction of Mission/Post, in well connected commercial complexes with ample parking facilities for applicants. The proposed locations for the ICACs should have an area of minimum office space as specified in the table below sufficient for Reception desk/counters/workstation/walk-in applicants, seating of waiting people, space for smooth movement of incoming and outgoing visitors, separate exit/entry to ensure smooth flow of people, etc.”</p>	<p>viability of any ‘service fee’ so submitted by the bidder, to show that the same is sufficient to finance not only the market rental values for the requisite ICACs and meet the specified requirements? If there are no such documents to be provided by the prospective bidders, how will the tendering authority determine this aspect?</p>	<p>its financial bid, strictly as per the Annexure-K of the RFP.</p> <p>Quality of implementation and technical solution offered will be measured against service level metrics as defined in the RFP.</p>
25	Chapter III Point No. xii,		EMD and other Bank Guarantees (BGs) can be furnished through SWIFT (including e-Bank guarantee)	Details of the Embassy Bank account duly mentioning Account No / Address of Bank / Details of swift / IBAN	Details of the bank account will be shared through email with companies who have shared their organizational profile with the Mission
26	Chapter VII – Scope of work and deliverables Clause G.		Return of documents to the applicants sub clause (ii)	If an applicant opts for the collection of documents/passport/PCC from ICAC, the SP shall ensure that the document/passport has been handed over / delivered to the applicant or his/her authorized representative – In this scenario if the applicant	SP shall provide courier service mandatorily to applicants at no additional cost. There will be no refund of the Service Fee, if the applicant decides to collect the documents directly from the ICAC

				<p>insist on claiming a refund on the courier charges what is the SP supposed to inform the applicant. This clause is a conflict to the clause in Chapter 1 clause 8 (Viii). Kindly review and provide appropriate information.</p>	
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