

**High Commission of India**

**(Ottawa)**

**CORRIGENDUM dated 08.04.2016**

Reference RFP dated 14<sup>th</sup> March 2016 uploaded on the websites of High Commission of India, Ottawa/Ministry/CPMP regarding outsourcing of Consular/Passport/Visa services

The following modifications have been made to the RFP under reference:

**Section-VIII- DETERMINATION OF SERVICE FEE-Para 11**

A new sub clause (f) has been included as below:

f. After the award of Contract, the Service Provider shall submit an Annual Report of the actual costs and revenues as per the format given in Annexure –C, at the completion of every year of operation. These figures shall form the basis to evaluate any claims made for the revision of service fee due to drop in volumes envisaged in sub para (d) above.

**Section IX. SCOPE OF WORK AND DELIVERABLES REQUIRED- Para 12**

**a. Dealing with Applicants and Documents**

The existing S.No. (iii) is replaced as below:

iii. The Indian Visa Application Centre should display prominently the details of consular/passport/visa services offered along with the fee schedule. The Centre should also display a copy of the Service Level Agreement with the HCI/CGIs, for the ready reference of the applicants and in the Service Provider's website.

**m. Facilities at the IVAC**

The existing S.No.(x) has been replaced as below:

x) The IVAC should have a prominent Notice Board indicating the services offered, the fee schedule and a copy of the Service Level Agreement with the HCI/CGIs, for the ready reference of the applicants and in the Service Provider's website.

## **Section XI -Value Added Services - Para 14**

A new sub-clause (e) is added as follows:

e. The Service provider should provide VAS, as an optional service to the applicants on demand, as per the approved list and prices and as committed by the service provider at the time of bidding. Any failure on the part of the Service Provider on this regard will lead to imposition of penalties as per Para XV.19.c

## **Section XIV-GUIDE TO BIDDERS-Para 17**

A new sub clause(o) is added as follows

o. Copies of template Agreement, Service Level Agreement(SLA) and List of Value Added Services are enclosed for information which will be used for signing the Agreement by the prospective Service Provider. High Commission of India has the right to make changes as deemed necessary in public interest, while adhering to the overall spirit of the template Agreement.

## **Section XIV-GUIDE TO BIDDERS-Para 18**

The existing Para 18 has been revised and replaced as below:

18. **Inducements/ Threats:** Offering an inducement or threat of any kind in relation to obtaining this or any other contract with the HCI to the officers of the HCI will disqualify that bidder from being considered for the tender process and/or result in a ban on the bidder from participating in future bids in all Mission/Posts.

i) The Bidding Company/Service Provider shall not offer, give or agree to give to any person in the HCI or in the Ministry of External Affairs, Government of India, any gift or consideration as an inducement or reward for doing or refraining from doing any act in relation to the obtaining the Contract or performance of this Agreement or any other Contract with the HCI/CGIS Ministry of External Affairs, or for showing or refraining from showing favour or disfavour to any person in connection with the award of Contract or performance of the Agreement. The bidding company/Service Provider also shall not resort to **any act of threat or intimidation against the officers of the HCI/CGIs/ Ministry of External Affairs for not agreeing to any particular request/demand either during the tender process or during the period of Contract.**

ii) If any violation is committed by the Service Provider in this regard, the Mission shall be entitled to disqualify the Bidding Company or terminate the contract with immediate effect by written notice to the Bidding Company or Service Provider. In that event, the Bid Security Deposit or the Bank Guarantee for premature termination of Contract will be encashed by the HCI and the Bidding

Company/Service Provider will be banned from taking part in future tenders of all the Missions/Posts. The Ministry of External Affairs shall also have the right to terminate the existing Contracts in other Missions/Posts. The Service Provider shall be responsible for the consequences arising out of such termination in regard to other parties and agencies.

\*\*\*\*

### **Section XV. PENALTIES-Para 19.c-Operational Penalties**

S.No.(xiv) is replaced as below:

**Delay in digitisation/indexation of documents:** Number of days of delay x number of applications x US\$2. Any delay beyond three months would lead to forfeiture of Bank Guarantees and termination of Contract. At the time of expiry of the Contract, the Service Provider should complete the entire digitisation/indexation work and handover the CDs with data to the HCI/CGIs failing which the Bank Guarantees will be encashed to meet the expenditure on the remainder of the work through other agencies decided by HCI.

S.No. (viii) appearing after S.No. (xvi) and S.No. (xxv) are deleted and the following details inserted after S.No.(xxiv):

xxv. **Unauthorised and unwanted provision of VAS:** US\$ 200 per such unauthorised service. Besides, the unauthorised amount collected will be returned to the applicants.

xxvi. **Non-performance of VAS:** For every act of non-performance of Value added Services (VAS) as per the approved list and rates, an amount of US\$200 will be imposed per incident/complaint.

xxvii. **Decision of the Mission:** The decision of the HCI/CGIs would be final, in regard to the periods of delay applicable for each of the above calculations.

\*\*\*\*\*

**High Commission of India**

**(Ottawa)**

**Corrigendum**

Reference template Agreement uploaded in the website of High Commission of India, Ottawa/Ministry on 14th March 2016

The following amendments/modifications have been made:

**17. Inducements:**

The existing Para has been revised and replaced as below:

**17. Inducements/ Threats:** Offering an inducement or threat of any kind in relation to obtaining this or any other contract with the Mission to the officers of the Mission will disqualify that bidder from being considered for the tender process and/or result in a ban on the bidder from participating in future bids in all Mission/Posts.

i) The Bidding Company/Service Provider shall not offer, give or agree to give to any person in the HCI/CGIs or in the Ministry of External Affairs, Government of India, any gift or consideration as an inducement or reward for doing or refraining from doing any act in relation to the obtaining the Contract or performance of this Agreement or any other Contract with the HCI/CGIs Ministry of External Affairs, or for showing or refraining from showing favour or disfavour to any person in connection with the award of Contract or performance of the Agreement. The bidding company/Service Provider also shall not resort to **any** act of threat or intimidation against the officers of the HCI/CGIs/ Ministry of External Affairs for not agreeing to any particular request/demand either during the tender process or during the period of Contract.

ii) If any violation is committed by the Service Provider in this regard, the Mission shall be entitled to disqualify the Bidding Company or terminate the contract with immediate effect by written notice to the Bidding Company or Service Provider. In that event, the Bid Security Deposit or the Bank Guarantee for premature termination of Contract will be encashed by the Mission and the Bidding Company/Service Provider will be banned from taking part in future tenders of all the Missions/Posts. The Ministry of External Affairs shall also have the right to terminate the existing Contracts in other Missions/Posts. The Service Provider shall be responsible for the consequences arising out of such termination in regard to other parties and agencies.

**19 TERMINATION**

The existing sub clause (i) has been revised and replaced as below:-

- i) High Commission of India reserves the right to terminate the contract at any time by giving 6 months advance notice. However, HCI shall also have the right to terminate the Contract by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws etc., and encashing the bank Guarantee for premature termination of Contract.

**Service Level Agreement: S.No. 13 : Provision of Value Added Services**

The existing details have been revised and replaced as below:

13	<b>Provision of Value Added Services (VAS)</b>	<p>Service Provider understands that VAS is an optional service and will not be forced on applicants through coercion or misleading information.</p> <p>It is also understood that any unapproved VAS and overcharging for any service in the approved list or non-provision of VAS as per the approved list are impermissible.</p>	<p>If any such incident is noticed, Service Provider will return the total amount charged to the applicant in each instance and also pay a penalty of US\$200 to HCI/CGIs for each such incident. Non-provision of VAS as per approved list and prices will lead to a penalty of US\$ 200 per incident.</p>
----	--	---	---

**Service Level Agreement: S.No. 24 : Recoupment of Bank Guarantees....**

The existing details have been revised and replaced as below:

24	<b>Recoupment of Bank Guarantees</b>	In the event of any expiry or encashment	Whenever the Bank Guarantees have
----	--------------------------------------	--	-----------------------------------

	<p><b>in the event of encashment of Bank Guarantees by the HCI/CGIs</b></p>	<p>of Bank guarantees by the HCI/CGIs, the Service Provider will be required to recoup the Bank guarantees within two weeks of the same.</p>	<p>expired or have been encashed, the relevant amount should be recouped within two weeks beyond which a penalty of 10% on the relevant amount will be imposed per week. Continued nonpayment may lead to encashment of all the Bank Guarantees, termination of Contract and a future ban from participating in tender processes.</p>
--	---	--	---

\*\*\*\*\*