

**High Commission of India
Pretoria**

29th April, 2024

Corrigendum - I

This is with reference to the High Commission of India's Tender No. Cons/Pre/415/02/2023 dated 5th April 2024 seeking RFP for the outsourcing of CPV Services at the High Commission of India, Pretoria.

2. The Tender Bidding schedule and process mentioned in Chapter II of the RFP is amended as per the revised table attached at Annexure - I

3. The Chapter No. XI: Service Level Matrix / Penalties, of the RFP may be retrieved and replaced by the attached Chapter No. XI (Annexure-II).

Annexure - I

IMPORTANT DATES - Tentative	
Release of Request For Proposal (RFP)	05 th April, 2024
Last date for Submission of Written Questions by Bidding Companies	12 th April, 2024
Pre- Bid Conference	19 th April, 2024
Response to Written Queries & queries raised in the pre-bid conference	26 th April, 2024
Issue of Corrigendum, if any	29 th April, 2024
Last Date for Submission of bids	6 th May, 2024 [1400 hrs. SA Time]
Date of opening of the Technical Bids	6 th May, 2024 [1600 hrs. SA Time]
Announcement of results of Technical Bids	24 th May, 2024
*Date of opening the Financial Bids	28 th May, 2024 [1030 hrs. SA Time)
*Announcement of results of Financial Bids	31 st May, 2024
*Award of Contract	15 th June, 2024

CHAPTER XI: SERVICE LEVEL METRICS/PENALTIES

(i) Any violation of the terms and conditions mentioned in this RFP / agreement signed after the conclusion of the RFP shall entail the imposition of penalties on the OSP by the Ministry/Mission. For violation of any terms and conditions of the Agreement, unless otherwise specified, the OSP shall be liable for a penalty, if two warnings given to the OSP remain unheeded, @ Rand 3,700/- for the first time of such violation, Rand 9,200/- for the second violation, Rand 18,400/- for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.

(ii) All penalties should be paid at the Indian Mission locally by way of deposit to the Bank Account of the Mission concerned.

(iii) A Show-Cause Notice will be served upon the OSP by Mission/Post giving an opportunity to the OSP seeking explanation within 5 working days from the date of receipt of such Notice. In case, the explanation submitted by the OSP is not satisfactory, then the penalty will be imposed and the same will be communicated to the OSP. The OSP shall be required to deposit the penalty amount in the Mission within a period of seven working days from the date of receipt of such communication.

(iv) In case, penalties are not paid within 7 working days from the date of receipt of written communication from the Mission, additional penalties will be imposed on a cumulative basis @ 0.5% of the penalty amount payable per day, including holidays, if reasons for such delays are not acceptable to the Mission.

(v) In the event of non-payment of penalties for a period exceeding four weeks, the Mission/Post shall have the right to terminate the agreement and recover the penalty by encashing the Bank Guarantees as appropriate and ban the company for five years from participating in future tenders of the Ministry.

(vi) Details of the quantum of the penalty with regard to violation of the various service level clauses of the RFP shall be as per the table mentioned below:

S.No.	Parameter	Service Level	Penalty for violation
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1	Delay in Opening a separate Bank Account for the outsourcing operations with the Mission as per Chapter VII: Scope of Work and Deliverables Required.	The OSP agrees to share the details of the Bank Account opened to the Mission concerned before the start of outsourcing operations.	For any violation, the OSP shall be liable to pay Rand 9,200/- per day for the delay, starting from Day 1 of commencement of operations.
2	Procedure for issue of Receipts	The OSP agrees to collect the fee as per Chapter VII: Scope of Work and issue a single Receipt of the total amount received from the applicant for each CPV Service, including the Optional Service availed in that regard. The Receipt numbers shall be continuous and there shall be no unexplained missing Receipt numbers.	For any violation, the OSP shall be liable for a penalty equivalent to the total amount paid by the applicant, starting from Day 1 of commencement of operations.
3	Transfer of GOI fee/ revenue amounts received from the applicants to the Bank Account(s) of the Mission/Post(s) concerned	OSP agrees to transfer the amounts received from the applicants towards fees prescribed by GoI for providing CPV services, Indian Community Welfare Fund (ICWF) fees etc. to the Bank Account(s) of the Mission/Post(s) concerned on the same day or in exceptional circumstances with prior notice to the Mission/Post(s) concerned, on the next working day.	For any violation, the OSP shall be liable to pay a penalty equivalent to 0.5% of the un-deposited amount multiplied by the number of days of delay.

4	Bounced Cheque/ failed transaction	The OSP agrees to ensure that there shall not be any case of bounced cheque/ failed transaction while transferring the amounts to the bank account of the Mission/Post(s) concerned.	<p>For any violation, the OSP shall be liable to pay a penalty of Rand 9,200/- per incident or 10% of the value of the Cheque/ transaction, whichever is higher.</p> <p>Repeated instances (more than three in a calendar year) of bounced cheque/failed transactions may lead to levy of higher penalty of Rand 18,400/- per incidence or 20% of the value of the cheque / transaction whichever is higher.</p>
5	Loss/ Damage of Passports/ documents	The OSP agrees to be responsible for the loss/damage of passports/ documents in his/ her custody and during transmission between ICAC and Mission/ Applicant.	<p>For any violation, the OSP shall be liable to pay a penalty of Rand 18,400/- per passport or document lost/ damaged.</p> <p>In addition, all replacement including damages/ penalties imposed by any judicial, quasi-judicial body and legal costs claimed by the applicant in this regard shall be the sole responsibility of the OSP.</p>

6	Delay in submitting the completed application forms along with documents to the Mission	The OSP agrees to be responsible for sending the application forms along with documents received from the applicants to the Mission/Post(s) as per the schedule fixed by the Mission/Post(s) concerned	For any violation, the OSP shall be liable to pay a penalty equal to the Service Fee charged by the OSP multiplied by the number of days of delay, starting from the day a completed application along with documents was submitted.
7	Delay in returning passport/documents to applicants by OSP after having been received from the Mission	The OSP agrees to be responsible for returning the passports/ documents received from the Mission to the applicants on the same/ next working day.	For any violation, the OSP shall be liable to pay a penalty equivalent to the Service Fee multiplied by the number of days of delay upto a maximum penalty of Rand 18,400/- in each case.

8	Postal/ Courier applications	<p>The OSP shall be responsible for bringing all postal/ courier applications into the main tracking system on the day of their receipt. Postal applications after scrutiny shall be transmitted to the Mission on the next working day of receipt at the latest.</p> <p>The OSP agrees to provide a daily statement of details of postal/ courier applications received, indicating the tracking number, date/ time of receipt (verifiable from the tracking number) and the date/ time of despatch to the Mission.</p>	<p>For any violation, the OSP shall be liable to pay a penalty equivalent to the service fee multiplied by the number of days of delay.</p> <p>Any delay in providing a daily statement of such details will invite a penalty of Rand 500/- for each day of delay</p>
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9	Scanning/Digitisation and Indexation of documents	<p>Mission/Posts in South Africa are integrated into GPSP system. Digitization is done at the time of online submission of application.</p> <p>In respect of regular (paper) visa and consular documents, scanning/ digitization and indexation will be done by the OSP. This process should be completed within <u>07 calendar days</u> from the date of handing over of processed application to OSP.</p> <p>Those applications which are submitted by applicants directly at the Indian Mission/Post 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.</p>	<p>Any delay beyond this time frame will entail <u>penalty @ 1% of the Service Fee of the service rendered by the OSP, per application multiplied by number of days of delay.</u> Any delay attributable to the OSP beyond three months would lead to forfeiture of Bank Guarantees (BGs) and termination of Contract.</p>
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10	Provision of Optional Services	<p>The OSP shall be responsible for ensuring that Optional Services are not forced on the applicants through coercion or misleading information.</p> <p>OSP also understands that offering any unsolicited and unapproved Optional Service or overcharging for any service in the approved list is not permissible.</p> <p>The OSP shall be responsible for providing Optional Services in respect of each Mission as mentioned in the RFP.</p>	<p>For any violation, the OSP shall be liable to pay a penalty equivalent to the amount charged from the applicant for the optional service in each instance plus also pay a penalty of Rand 3,700/- to the Mission/Post for each such incident.</p> <p>Failure of OSP to provide Optional Services is not permissible and would lead to a penalty of Rand 1,900/- per service per week till the time such service(s) is instituted.</p>
11	Collection of unauthorized amounts from the applicants	<p>The OSP agrees to provide access to the Bank Statement of the designated Bank Account and its Statement of Daily Cash Collection to the Mission / Post(s) concerned.</p>	<p>If any unauthorized amount is found to be credited to the account or collected directly or indirectly from the applicant, the OSP shall be liable to pay a penalty equivalent to double the unauthorized amount collected or Rand 18,400/- whichever is higher, in each such case.</p>

12	Short Collection of Fee	Any collection of fee short of the prescribed fee on any occasion shall be paid by the OSP prior to raising the invoice for the said month/quarter as in case may be	<p>If the OSP fails to pay the shortage of collection within the prescribed time (month) before raising invoice, an amount of 5 times the shortage of amount shall be levied to the OSP</p> <p>Ref: Assume the OSP has collected Rand 40/- lesser than the prescribed fee from 5 applicants. The total Rand 200/- should be paid by the OSP to the Mission/Post prior to raising the invoice. If the OSP fails to do so, an amount of Rand 200x5 = Rand 1,000/- shall be levied as penalty.</p>
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13	Opening of ICACs as per schedule	The OSP shall be responsible to open all the ICACs as per schedule defined in Chapter XVI along with the requisite infrastructure to the satisfaction of the Mission to ensure smooth taking over of the operations from the previous OSP, or in the case of initial outsourcing, to avoid any inconvenience to the Mission or the applicants.	Any delay in opening any centre as per schedule defined in Chapter XVI shall result in penalty of Rand 18,400/- per day per Centre including holidays. Any delay beyond one month period shall lead to forfeiture of the Bank Guarantees pertaining to Performance Bank Guarantee and Premature Termination of Contract. In that event, the Mission reserves the right to terminate the Contract and ban the OSP from future tenders of the Ministry.
14	Working Hours of India Consular Application Centre (ICAC)	The OSP shall ensure that there shall be 40 working hours per week and 30 working hours for submission / collection of applications at each ICAC unless working hours are changed by the Mission in consultation with the OSP.	Any violation may lead to a penalty of Rand 9,200/- per day, unless commuted or decided otherwise by the Mission concerned in special circumstances.

15	Location of the ICAC	<p>The OSP agrees to ensure that as specified in the RFP, the location of the ICAC must be as per the information submitted in the RFP.</p> <p>Approval of Mission/Post(s) concerned is required in each such case.</p>	<p>Any discrepancies between the offer and actual location of the ICAC, unless specifically approved by Ministry/ Mission will result in a penalty of Rand 1,900/- per day up to a maximum of two months to rectify the situation, failing which, the Ministry reserves the right to terminate the Contract, encashing the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes at the discretion of the Ministry.</p>
16	Size of the ICAC	<p>The OSP agrees to ensure that the size of each ICAC shall be as per Chapter VII: Scope of Work.</p>	<p>Any discrepancies between the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of Rand 5,600/- per day for the next 30 days will be levied. Any delay beyond this period of 60 days will result in levying of penalty at the rate of Rand 11,000/- per day.</p>

17	No. of Counters and Staff at ICAC for Reception, Submission and Enquiry	The OSP agrees to ensure that the number of counters and Staff at each ICAC shall be as given in RFP OR approved by the Mission / Post(s) concerned and that each counter shall, at all times, be manned by staff with appropriate qualifications. In case, a staff member is on leave, a substitute shall be provided and the Mission shall be kept informed.	Any discrepancies on this account, unless specifically approved by the Mission / Post concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of Rand 18,400/- per day for the next 30 days will be levied. Any delay beyond period of 60 days will result in levying of penalty at the rate of Rand 36,800/- per day.
18	Appointment of Centre Manager at each ICAC and a Country Manager	<p>Each ICAC should have a designated Centre Manager who is responsible for the functioning of the ICAC.</p> <p>The OSP shall also ensure that a Country Manager responsible for operations of all the ICACs in the country concerned is appointed as Head of the ICACs.</p>	<p>Any violation would lead to a penalty of Rand 3,700/- per week till the matter is rectified.</p> <p>A part of the week will be taken as a full week.</p>

19	Overall Turnaround time at the ICAC	<p>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.</p> <p>Clear audit trails of these times shall be made available to the Mission/Post(s) concerned on a daily basis.</p>	<p>Violation between 10% to 20% of cases per day shall entail a penalty equivalent to 50% of the Service Fee collected by the OSP for the service rendered during that day. Violation beyond 20% of the cases shall entail a penalty equivalent to the full Service Fee collected on that day</p> <p>Non submission of audit trails shall entail a penalty of Rand 1,900/- per day till the submission of the same.</p>
20	Waiting time at the call centre for telephonic queries	<p>The OSP agrees to ensure that the telephonic queries shall be responded to from 7 A.M. to 7 P.M. on all working days with updated information on a real-time basis. Waiting time shall not exceed 3 minutes.</p> <p>A daily log indicating the waiting time and the handling time for each call shall be provided to the Mission/Post(s) concerned on a daily basis.</p>	<p>Cases of call drops and delays in answering calls exceeding the agreed time by 20% of the total number of calls, shall attract a penalty equivalent to Rand 40/- per delayed call.</p> <p>Non submission of daily log may lead to a penalty of Rand 1,900/- per day till the submission.</p>

21	Email queries	<p>The OSP agrees to ensure that all email queries shall be answered within 24 hours, except in the case of queries that require consultation with the Mission, where they shall be answered in 48 hours.</p> <p>OSP agrees to provide a weekly log of details of emails received and answered.</p>	<p>Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) shall attract penalties equivalent to Rand 40/- per delayed response.</p> <p>Non submission of weekly log may lead to a penalty of Rand 3,700/- per week till the submission</p>
22	Five stage Website Tracking Mechanism for passport services. The tracking stages could be fewer than five stages for visa services as per requirement.	<p>The OSP agrees to ensure that the status of processing and movement of documents shall have the following checkpoints, to be updated on a real time basis:</p> <ul style="list-style-type: none"> a) Acceptance of application form in the ICAC b) Dispatch of application form with documents to the Mission c) Processing in the Mission d) Receipt of documents from the Mission e) Dispatch of documents to the applicant giving details for tracking 	<p>Any violation shall lead to levying of a penalty equivalent to Service Fee of the OSP for the service rendered to the applicant.</p> <p>(OSP is responsible for installing such a system that reflects real time status).</p>

23	Provision of Courteous Services to the Applicants	The OSP agrees to extend courteous services to the applicants and will not allow any acts of omission/commission which will bring displeasure or unpleasantness to the applicants or bring disrepute to the Mission or Government of India.	Any complaints of discourteous behaviour shall lead to levying of penalty equivalent to Rand 1,900/- in each instance on the OSP. A written apology shall be tendered by the staff of the ICAC to the Mission concerned for discourteous behaviour. Violations beyond three times shall result in levying of penalty at the enhanced rate of Rand 3,700/- in each case. Repeated violation (beyond three) by the same staff member of OSP shall result in termination of his/her services.
24	Premature Termination of Agreement	The OSP shall give an Advance Notice of six months to the Mission for termination of the Contract by giving reasons for the same.	Violation of this clause shall lead to forfeiture of the Bank Guarantee provided to the Mission in this regard.
25	Acceptance of Incomplete Documents	The OSP shall be responsible to accept application forms after due scrutiny as per the checklist approved by the Mission / Post(s).	The OSP shall ensure that completed documents are re-submitted to the Mission at the latest within a period of ten working days, failing which a penalty equivalent to twice the Service Fee of the service sought by the applicant shall be levied.

26	Return of Documents without giving the reasons for writing	There should be no case of returning/non-acceptance of the document without giving the reasons in writing.	Any violation shall lead to the levying of a penalty equivalent to Rand 1,000/- in each case.
27	Payment of penalties (Operational penalties)	The OSP agrees to make payment of penalties as indicated in the Request for Proposal (RFP)/Agreement and shall also make payment of additional penalties, wherever specified, for any delay in payment of penalties imposed by the Mission.	<p>In case, penalties are not paid within seven working days from the date of written communication from the Mission / Post concerned, additional penalties will be imposed on a cumulative basis @ 0.5% of the penalty amount payable per day, including holidays if reasons for such delays are not acceptable to the Mission/Post.</p> <p>In the case of non-payment of penalties for a period exceeding four weeks, Mission shall have the right to encash the Bank Guarantees as appropriate. In that event, Ministry also has the right to terminate the Contract by encashing the BG for Premature Termination of Contract and ban the company from future tenders of the Ministry.</p>

28	Recoupment/ Replenishment of Bank Guarantees by the OSP in the event of encashment of Bank Guarantees by the Ministry.	The OSP agrees to ensure that in the event a bank guarantee is encashed by the Ministry, the OSP shall recoup that Bank Guarantee within two weeks of its encashment.	Any violation shall entail a penalty equivalent to 10% of the Bank Guarantee to be recouped per week. Continued non-payment/recoupment may lead to encashment of all the Bank Guarantees, termination of Contract and a ban on participation in future tender process.
29	Non-availability of hunting CCTV live feed	The OSP agrees to ensure that he/she shall provide hunting CCTV live feed of the ICAC to the Mission.	Any violation shall entail a penalty equivalent to number of days of non-availability multiplied by Rand 1,900/-.
30A	Online appointment system with live tracking	The OSP agrees to provide online appointment system with live tracking.	
30B A	Smart Queue management system linked with appointment system	The OSP agrees to provide Smart Queue management (SQM) system linked with appointment system.	
30C	Access to monitoring system	The OSP agrees to provide the Mission the access to Dash Board/monitoring system.	
30D C	Whats app bot/Chat bot	The OSP agrees to provide Whatsapp bot/Chat bot	
30 E	CSAT at ICAC	The OSP agrees to provide Customer Satisfaction Survey (CSAT) at each Counter	

31	No outsourcing/No sub-contracting of CPV services by OSP on commission or royalty or on any other basis.	The OSP agrees to ensure that he/she shall not further outsource any CPV services to any person/company or entity on commission or royalty or on any other basis. No sub-contracting is permitted.	In case of violation on this account, the Ministry has the right to terminate the Contract, encash the Bank guarantee and impose a ban on taking part in tender processes, in future.
32	Delay in submission of website certification.	The OSP agrees that he/she shall obtain and submit the requisite website certification within 3 months from the date of award of Contract.	Any delay beyond the prescribed period shall entail a penalty of Rand 9,200/- per day till the time the certificate is furnished to the Mission concerned.
33	Delay in submission of Insurance Policy in respect of the ICAC	The OSP shall agree that he/she obtain and submit to the Mission the requisite Insurance in respect of the ICAC within 3 months from the date of award of Contract and will renew it appropriately.	Any delay beyond the prescribed period shall entail a penalty of Rand 9,200/- per day till the time the Insurance is furnished to the Mission concerned.

34	Delay in submission of Third Party Audit Report	<p>The OSP must conduct a Third Party Audit of processes and procedures of the Work on annual basis and send a report to Ministry and relevant portions to Mission concerned within one month of the completion of the annual period.</p> <p>In the first year of operation, the Report for the first six month of operation shall be submitted in the next one month. Similarly, the Report for the next six months will be submitted by the end of following month. Thereafter, the yearly report shall be submitted within one month of its falling due.</p>	Any delay beyond the prescribed period shall entail a penalty of Rand 9,200/- per day till the time the Report is furnished to Mission concerned.
35	Delay in submission of Bank Statements	The OSP shall submit a statement of transaction from the bank on a weekly basis to the Mission concerned.	Any delay beyond the prescribed period shall entail a penalty of Rand 1000/- per day till the time the Report is furnished to Mission concerned.

36	Adverse Security Report	Ministry reserves the right to carry out security verification of all the Board Members and Directors of the OSP. In case of joint venture or consortium, the security verification in respect of all the Board Members and Directors of such companies shall be done	In case of adverse security report, the Ministry reserves the right to take appropriate action including termination of the contract.
37	4 SMS updates for applications.	<p>The OSP should mandatorily provide 4 SMS updates for application received in person at ICAC as well as Mission/courier applications:</p> <ul style="list-style-type: none"> i) on receipt of application in the ICAC, ii) on dispatch of documents to the Mission, iii) on receipt of documents in the ICAC from the Mission and iv. Intimation of despatch to applicant by Post/courier or intimation to applicant to collect in person. <p>All these information should also be uploaded to the website tracking system on a real-time basis.</p>	More than five instances in a month of failure to provide SMS service / updates may lead to warning to the OSP. After five instances in a month, each case will entail penalty of Rand 500/-.

38	<p>Delay in availability of appointment at ICACs.</p>	<p>OSP should ensure that the appointment slots are available for submission within 07 working days.</p>	<p>If two warnings given to the OSP remain unheeded, violations may lead to imposition of penalty Rand 3,700/- for the first time of such violation, Rand 9,200/- for the second violation, Rand 18,400/- for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.</p>
39	<p>Phone calls rate after the free prescribed time limit (five minutes).</p>	<p>OSP can charge <u>normal call charges</u> after the prescribed free time limit (five minutes). Special / higher call charges are not permitted.</p>	<p>If two warnings given to the OSP remain unheeded, violations may lead to imposition of penalty @ Rand 3,700/- for the first time of such violation, Rand 9,200/- for the second violation, Rand 18,400/- for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.</p>
40a	<p>Refunds towards Incomplete applications.</p> <p>Incomplete applications may be retained by OSP for a period of twenty-one working days to enable corrections and rectify deficiencies.</p>	<p>OSP should submit the completed applications to Mission/Post at the latest within a period of ten working days.</p>	<p>Any delay beyond the prescribed period shall entail a penalty equivalent to twice the Service Fee of the service sought by the applicant per application shall be levied.</p>

40b	For those applications where no-responses have been received within 21 days from the date of intimation to the Applicant or applications which remain incomplete after 21 days.	The applications shall be duly returned to the applicant along with refund of the Gol fees after deducting bank/agency charges, if any, within one month. The charges for returning the applications, if not collected in person, should be borne by the Applicant. The service fee and charges for any optional service rendered can be retained by OSP in full and non-refundable.	Any delay beyond the prescribed period in refunding the amounts due shall lead to levying of a penalty equivalent to twice the amounts retained by the OSP per application.
40c	The status of the applications inter alia pointing out to any deficiencies shall be updated in the portal's tracking system at all the stages.	A consolidated list of all incomplete applications should be shared with the Missions/Post on monthly basis. Any violation shall entail penalty.	Non submission of consolidated list of incomplete applications on monthly basis may lead to a penalty of Rand 3,700/- per week till the submission.
41	Delay in submission of monthly certification regarding personal records of applicants.	The OSP agrees to submit the requisite monthly certification that it does not hold any personal records of applicants beyond the stated limit.	Any violation on this account shall lead to penalty of Rand 9,200/- on monthly basis till submission of monthly certification.

42	Any other violation which is not mentioned above, including violation of charges for optional services (OSs) not listed in the approved list.	Charging for Optional Services (OSs) not listed in the approved list of OSs and any other violation not mentioned in the SLA.	If two warnings given to the OSP remain unheeded, violations may lead to imposition of penalty @ Rand 3,700/-, for the first time of such violation, Rand 9,200/- for the second violation, Rand 18,400/- for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
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NOTE: The above-mentioned list of service levels and penalties is illustrative and not exhaustive. Repetitive violations of the terms and conditions of the RFP/Agreement may lead to encashment of Bank Guarantee and termination of the contract.
