

F. No. KUA/CONS/551/2/2015
High Commission of India
Kuala Lumpur

Amendment No. 1 dated 25.1.2016 to Mission's Request For Proposal (RFP) dated 20.1.2016

Subject: Outsourcing of Visa Service for the period 1.5.2016 – 30.4.2020 and
Passports and other Consular Services for the period 6.8.2017 –
30.4.2020.

Reference: Para XIV.17(4) of RFP regarding provision of Amendment to RFP.

1. Last date for receiving questions from bidding companies has been extended till 27.1.2016.
2. Para VI.9 is applicable in the RFP dated 20.1.2016 and is as follows:

Para VI. AWARD OF CONTRACT TO MORE THAN ONE COMPANY:

The High Commission of India, Kuala Lumpur (hereafter referred to as "Mission") is calling for tender as per RFP dated 20.1.2016 (published on Mission's website) for outsourcing of Visa/OCI cards services and Passports/Other Consular Services, with the provision to have two Service Providers operating at the L1 price (Terms and conditions in Mission's RFP dated 20.1.2016 are hereby amended to that extent). Both the companies will simultaneously establish IVACs in all the 10 Malaysian cities, namely: Kuala Lumpur, Klang, Johor Bahru, Penang, Ipoh, Melaka, Seremban, Kuantan, Kota Kinabalu and Kuching. If a company which takes part in the tender process on the basis of a two Service Provider model, refuses to honour the selection and award of Contract, the Mission reserves the right to debar such a Company from future tenders. The Bid Security Deposit by the said Company will also be forfeited. Further, during the course of the Contract period, if any Company withdraws from the operations without any valid reason acceptable to the Ministry/Mission, the Service Provider will forfeit the Bank Guarantee for premature termination of Contract. In that event, the entire outsourcing services will be provided by the other Company. The Mission, however, reserves the right to make alternative arrangements for selection of a second Service Provider for the remainder of the term.

(b) In case either of the two companies fails to complete the necessary formalities within the timeframe, as specified by the Mission, the entire Contract will be awarded to the other. In that event, the entire Bid Security Deposit/ Bank Guarantees will be forfeited by the defaulting Company/companies. The Mission, however, reserves the right to make alternative arrangements for selection of a second Service Provider for the remainder of the term.

3. The Mission undertook approximately 108 transactions per working day for passports and other consular services (and 650 Visa transactions plus 20 OCI cards transactions as already indicated in RFP) per working day on the basis of 250 working days per year in the last three years. However, this is only an estimate and the Mission does not guarantee this number. The Mission wishes to engage a Service Provider to collect applications, with the fees due, along with passports and other relevant documents to be specified by the Mission, of applicants received in person on its behalf, deliver them to the Mission and subsequently return the processed passports/Consular documents to the applicants in a secure and expeditious manner.

4. Passports and other Consular Services are being outsourced for the period 6.8.2017 – 30.4.2020. Before a few week from the date of commencement of Passports and other Consular Services on 6.8.2017, the Outsourcing vendors will increase the area of the IVACs by at least 35 % in comparison to the table given at para XVII.22(e) (page 39) of the RFP dated 20.1.2016. Wherever (in IVACs in smaller cities) 35% comes to less than 1, then at least one staff and one counter will be increased for passport/consular services). The said increase should be effected a few weeks before 6.8.2017 for efficient handing/taking over of services between outgoing and incoming vendors. The table is reproduced below for ready reference:

- e. Minimum required area of IVACs (for Visa/OCI cards services), number of staff and number of counters are given below (before starting passports/other consular services work on 6.8.2017, the area/No. of staff and No. of counters to be increased as indicated in para 4 above) (bidders are encouraged to propose higher figures for the same):

| Location | Area in sq feet | No. of staff | No. of counters |
|------------------|-----------------|--------------|-----------------|
| 1. Kuala Lumpur | 4000 | 18 | 10 |
| 2. Klang | 2000 | 5 | 3 |
| 3. Penang | 2000 | 5 | 2 |
| 4. Johor Bahrau | 1500 | 5 | 2 |
| 5. Ipoh | 2000 | 3 | 2 |
| 6. Melaka | 1200 | 2 | 2 |
| 7. Seremban | 1800 | 3 | 2 |
| 8. Kuantan | 400 | 1 | 1 |
| 9. Kota Kinabalu | 200 | 1 | 1 |

| | | | |
|-------------|-----|---|---|
| 10. Kuching | 200 | 1 | 1 |
|-------------|-----|---|---|

5. The bidding companies should give a signed undertaking that they will adhere to provisions indicated in para 4 above and will take over the Passport/Other Consular Services outsourcing work from M/s BLS (Mission's current vendor) on 6.8.2017 at the L1 service fee and will adhere to all the provisions of Amendment No.1 to RFP.
6. Para X(13) (of RFP) Bank Guarantees: In addition to irrevocable Bank Guarantees required for outsourcing of visa/OCI cards services as mentioned in para X.13, of the RFP dated 20.1.2016, the service providers will also provide following irrevocable Bank Guarantees for Passports and Other Consular Services, a few weeks before 6.8.2017, the date of commencement of Passports and Other Consular Services outsourcing, as per the prescribed format under Annexure-G:
 - a. The Service Provider shall provide a Bank Guarantee amounting to RM 75,000 for the government funds held by it temporarily, after collection, and for the safety of documents. In case of repeated defaults, the Mission reserves the right to terminate the contract.
 - b. The Service Provider shall provide a performance Bank Guarantee of RM 86,000 for penalties due as explained under the section on 'Penalties' of the RFP and in accordance with the Contract. This guarantee amount shall be given in four pieces with 50%, 20%, 20% and 10% of the total value. The Mission can invoke any or all of these Bank guarantees depending on the extent and the severity of the violation of the terms of the Agreement.
 - c. The Service Provider shall provide a Bank Guarantee for premature termination of Contract, for a sum of RM 1,50,000 for the purpose as mentioned in para XV.19(b) of RFP.
 - d. The Service Provider will effect and maintain insurance sufficient to cover its obligations under the Agreement, properties of the IVAC, staff obligations etc., including those obligations which survive the expiration or termination of the Agreement/Contract. Any default on this account could lead to imposition of penalties as appropriate and a ban against the bidding company in future bids.
 - e. All Bank Guarantees shall be irrevocable and must be submitted at the time of signing of the Contract. The Bank Guarantee shall be valid up to a period of six months after the expiry of the Contract.
 - f. The amount of Bank Guarantees shall be as per the provisions of this RFP document. Any reduction in the Bank Guarantee due to invocation of any Bank guarantee(s) shall

be recouped within two weeks. Additional penalties will be applicable for any default on this account.

7. Service fee and VAS quoted by the bidding companies will remain same for visa/OCI cards services as well as for Passport/Other Consular Services.
8. In the Mission's RFP dated 20.1.2016 please read "Visa/OCI cards and passports and other consular services" for "visa" and "Visa/OCI cards", wherever appearing in the said RFP.
9. Outsourcing of Visa/OCI cards services will be for the period 1.5.2016 – 30.4.2020 and Outsourcing of Passports and other Consular Services for the period 6.8.2017 – 30.4.2020.
10. The bidding companies should calculate the service fee for visa/OCI cards services as well as for Passports and Other Consular Services on the basis of detailed cost and work analysis as per proforma provided for the Financial Bid (Annexure-C) and as per details given in Para VIII.11(e) of the RFP.
11. Para IX (h) (SCOPE OF WORK AND DELIVERABLES REQUIRED) of the RFP is applicable and is as follows:

Issuance of Passports

The applications for issue of passports are filled online/manually by the applicants and submitted in person at the IVACs. The Service Provider should scrutinise the application forms, passport and enclosures and send them to the Mission as prescribed.

The Service Provider will be required to shift to the PSP platform for passport services whenever a decision in this regard is made.

The Service Provider is also responsible for enrolment of ten finger and facial biometric data of the applicants, as and when introduced, and forward the same electronically along with the case file of the applicant to enable the Mission to upload on the centralised server system.

12. Para IX (j) of the RFP is applicable and is as follows:

Miscellaneous Consular Services

The application for provision of Miscellaneous Consular Services are filled online, or manually, by the applicants and submitted in person at the IVACs. The Service Provider should scrutinise the application forms, passport and enclosures and send them to the Mission as prescribed.

The Service Provider is expected to make the necessary adjustments for reorientation towards any change in the software platform.

13. In Para XIV.17(h) and (i), in the RFP dated 20.1.16, please read “Annexure A to I” in place of “Annexure A to E”.

14. Para XVI.20.I (iii) may be amended to read as follows:

The bidding company should carefully fill in Annexure C, E and F and familiarise itself fully about the details in Annexure A,B,D,H and I before responding to RFP.

15. The bidding company must, in the Financial Bid format (Annexure-C), provide details of the costing process by which the service fee has been determined, taking into account visa, OCI cards, passports and Other Consular Services.

16. Reference Para XVII (ii) SUBMISSION REQUIREMENT:

Please include Annexure E, F, G and I in the envelope marked Technical bid (in addition to other requisite documents/information as per the RFP.

17. New Para : Para XVIII.23 (i) is applicable and is added as follows: There will be two service providers operating simultaneously, and both L1 and L2 will be asked to operate at the L1 price. In case of inability of L2 to match L1 price, L3 may be asked and so on. In case of no bidder matching L1 price the Mission reserves the right to, inter alia, award the entire contract to L1 bidder as the sole service provider in all the cities/centres in the country.

18. The bidding Companies should provide a Declaration/Certificate as per format of Annexure-I (and enclose the same with Technical Bid). Annexure-I is as follows:

Annexure-I

CERTIFICATE/DECLARATION

We, -----, the Bidding Company do hereby confirm that we have no objection to Mission's decision to have two Service Providers simultaneously in all the Cities/Centres in the Country, as below:

Kuala Lumpur, Klang, Johor Bahru, Penang, Ipoh, Melaka, Seremban, Kuantan, Kota Kinabalu and Kuching.

2. We also have no objection if Mission decides to make alternative arrangements with the same Service Fee to replace the other Service Provider who has opted out before or during the Contract period.

3. We are also aware that in case we decide to opt out of the two Service Provider model during the tender process or after award of Contract or during the period of Contract, Mission has the right to debar us from future tender process and also encash the Bid Security Deposit and the Bank Guarantee for premature termination of Contract.

Signature
Name & Designation
(to be signed by CEO or equivalent rank)
