

AGREEMENT FOR ATTESTATION/APOSTILLE SUPPORT SERVICES, 2018

This Agreement is made on the 19th Day of November 2018

BETWEEN

The President of India, represented by the Consular, Passport and Visa (CPV) Division of the Ministry of External Affairs on the one part

AND

M/s IVS Global Services Private Limited (Company Registration No. U63090MH2010PTC202913 dated 10th May 2010 issued by Company registrar a company incorporated in India, with its registered address at 66, the Arcade, World trade Centre, The Cuffe Parade,, Mumbai- 40005, Maharashtra, India on the other part, hereinafter collectively referred to as 'the parties'

WHEREAS

The Ministry of External Affairs (hereinafter referred to as 'the Ministry') provides Attestation and Apostille Services on documents for presentation in foreign countries in its premises located in various cities, support services are to be rendered by M/s IVS Global Services Private Limited- (hereinafter referred to as 'the Service Provider') under the terms of this Agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1.

A. SCOPE OF WORK AND DELIVERABLES REQUIRED

The scope of work and deliverables required from the Service Provider are as follows:

- i) Collect document(s) from the applicant or from person authorised by the applicants for attestation / Apostille by the Ministry. The documents received by Post/courier shall be taken into the system as soon as received.
- ii) Scrutiny with regard to the genuineness of the collected documents and their pre-authentication by the designated authorities. A random sample check will be undertaken, by writing to the primary Document Issuing Authorities.
- iii) Collect, from the applicant, NTRP generated challan number / reference number / transaction receipt of the online payment made of Government Fee(if already made) by the applicant, using the Non Tax Receipt Portal (NTRP). The Service Provider should guide and assist the applicants in calculating the total amount due towards Service Fee, Scanning Fee and Government Fee (as described in Section B of this document) and making on-line payment of Government Fee(using NTRP portal ONLY(if payment not already made by the applicant).
- iv) Enter/feed data on the attestation portal, as per the prescribed format.
- v) Scan and upload scanned copy of the documents requiring attestation/Apostille, to the attestation portal, as per the prescribed resolution (A4, 200 dpi, Grayscale).
- vi) Scan and upload scanned copy of the applicant's passport's (first & last pages only) to the

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attestation portal, as per the prescribed resolution (A4, 200 dpi, Grayscale).

vii) Generate & provide each applicant a bar coded receipt in the agreed format. This will also be attached to the documents sent to the Ministry for Attestation/Apostille. The receipt should have following details, inter alia:

- Name of the applicant
- NTRP reference number regarding on-line Government fee paid.
- Date and time of payment of Government fee.
- Amount of Government fee deposited
- Service Fee deposited
- Scanning Fee deposited
- Total number of Attestation required, along with details about total number of documents and number of pages in each document requiring Attestation.
- Total number of Apostille required, along with details about total number of documents and number of pages in each document requiring Apostille.
- Total number of documents, along with total number of pages scanned & uploaded on the portal.

viii) Deliver documents to the Ministry for Attestation/Apostille, with the manifest of applications containing details of Government fee deposited using NTRP portal (listed at (vii) above) once a day on all working days (the submission time will be from 09.00 to 10.00 AM unless otherwise determined by the Ministry). Handing/Taking over of the documents will take place at the premises of the Ministry.

ix) Collect the serviced documents from the Ministry between 4.00 – 5.00 PM, unless otherwise specified by the Ministry, on all working days, and despatch/hand over documents to respective applicants/to the person authorised by applicants, in person or in a secured manner by verifiable registered post / courier.

x) The Service Providers should have an efficient and courteous telephonic enquiry system. The telephonic enquiries should be attended from 9AM to 5.30 PM on all working days. An automatic answering machine should be functional, with necessary information, after office hours and on holidays.

xi) The Ministry has detailed the information about Attestation/Apostille services on its website www.mea.gov.in. A link will be provided to the website/web-page of the selected Service Providers.

xii) The Service Provider should maintain a **separate and exclusive website/web-page** for dissemination of relevant information for Attestation/Apostille support services for the Ministry, in line with the policy of the Ministry. The website/web-page should indicate details of only those services which are approved by the Ministry. It should also contain details of the Government Fee (known as GOI fees), the Service Fee & the Scanning Fee as approved by the Ministry for Attestation/Apostille support services, 2018. Contents of the website/web-page will be standardized by the Ministry & should not contain any other information/advertisement/services which is not related to the services approved by the Ministry under this contract. Violation of these terms will be punishable with penalties as

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prescribed in the Service Level Agreement(SLA) .

xiii) The Attestation/Apostille centres should prominently display the details of services offered along with the fee schedule as approved by the Ministry. The centre should also prominently display a copy of the Service Level Agreement(SLA) signed, for ready reference of the applicants. A copy of SLA should also be placed on the Service Provider's website/webpage.

xiv) To carry out these activities on behalf of the Ministry, it is desired that the companies establish collection centres in New Delhi, Hyderabad, Guwahati, Kolkata, Chennai, Mumbai, Ahmedabad, Bangalore, Bhopal, Chandigarh, Goa, Kochi, Lucknow, Raipur & Thiruvananthapuram in the first phase, at safe locations easily accessible to the general public by public transport. The Ministry of External Affairs reserves the right to extend these facilities to other cities/locations in response to public demand for these services. The centres shall be open for public on all working days from 0900 hrs to 1730 hrs , except Sundays and Government holidays. The Service Providers are expected to provide courteous and efficient service at all times. The Ministry reserves the right to monitor the quality of service provided and impose necessary corrective measures on the outsourcing agencies/Service Providers in terms of their contractual obligations, where necessary, by imposing penalties as prescribed in the Service Level Agreement (SLA) or by terminating the contract in the event of persistent violations. The premises used as centre by the Service Providers shall not be used for promoting any other business activities except those concerning the outsourcing of attestation/Apostille services approved by the Ministry under this contract.

xv) The Service Provider should operate an efficient and prompt e-mail system where response is provided within 24 hours, except on weekends where a 48 hour time line would apply.

xvi) No handwritten receipt or miscellaneous receipt should be issued by the Service Provider.

xvii) Service Provider shall generate proper records of every application received, cross-references to individual fees taken on databases and systems, and in accordance with practices prescribed by the Ministry. These records shall be provided to the Government of India Auditors whenever required.

xviii) The Service Provider would ensure a reliable quality control system that maintains continuous monitoring and ensuring of service standards. The quality certifications should be upgraded to the latest version as and when available.

B. THE SERVICE FEE, SCANNING FEE & THE GOVERNMENT FEE

i) **Service Fee:** The Service Providers would charge this fee from the applicants for providing Attestation and Apostille support services and it would be same for all types of documents whether educational, personal or commercial. The rates of Service Fee for each document requiring Attestation/Apostille would be Rs. 90/-(Rs. Ninety) (inclusive of all taxes). The Service Fee will remain fixed during the validity / extension of the contract. If a document consisting multiple pages requires Attestation/Apostille on each page/on few specified pages (as in case of most of the commercial documents), the Service Fee would be charged only once i.e. single Service Fee for a complete document(irrespective of number of pages requiring attestation/Apostille in that document) requiring either attestation or Apostille or both.

ii) **Scanning Fee :** The Service Providers would charged this fee from the applicants for scanning & uploading each page of documents requiring Attestation/Apostille(irrespective of the type of document and size of pages to be scanned). The prescribed resolution for scanning should be A4, 200 dpi, Grayscale. The Scanning Fee for each page would be Rs. 3/-(Rs. Three) (inclusive of all taxes) The Scanning Fee will remain fixed during the validity / extension of the contract.

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iii) Government Fee : No Attestation/Apostille Fee would be charged for Attestation/Apostille of documents by the Ministry. The Ministry would only charge Rs. 50 towards the cost of each Apostille Sticker affixed on documents requiring Apostille. The total cost of all Apostille Stickers affixed (calculated @ Rs.50/- for each sticker) on all documents/pages requiring Apostille is to be paid online to the Ministry of External Affairs by the applicants through Non-Tax Receipt Portal (NTRP) only. NO OTHER MODE OF PAYMENT OF GOVERNMENT FEE WOULD BE ACCEPTABLE. The Government Fee can be changed as per the directions of the Ministry.

Note I : The Service Fee & the Scanning Fee would be paid by the applicant directly to the Service Providers. The Government Fee would be paid online by the applicant directly to the Ministry, using Non Tax Receipt Portal (NTRP) ONLY.

Note II Pre-authentication of documents by the Document Issuing Authorities (DIAs) such as State Governments/Universities/Boards, Chamber of Commerce etc. : It shall be the responsibility of applicants to get their documents pre-authenticated from respective DIAs. The Service Providers would accept only those documents for attestation/Apostille which are duly pre-authenticated by respective DIAs. The Service Providers and the Ministry have no role in pre-authentication of documents from DIAs and NO FEE/CHARGES TO BE PAID BY THE APPLICANTS TO THE SERVICE PROVIDERS/MINISTRY FOR THE SAME.

C. OPERATIONAL SYSTEMS, INFRASTRUCTURE & OTHER TERMS & CONDITIONS

The Service Provider shall ensure the following for each centre:

- i) Sufficient space in terms of waiting area, adequate number of counters having high speed internet connected computers (minimum 5 in metro cities and minimum 3 in other cities) and processing area.
- ii) Arrangements for lights, ventilation/air conditioning and amenities including drinking water and toilets etc.
- iii) Electronic display system indicating the status of applicant's token number, for queue management.
- iv) All the parameters and standards of facilities in the centre will be as required in the RFP/offer made by the Bidding Company during the tendering process in its Technical/Financial Bid and as per modifications, if any, suggested by the Ministry, if awarded the contract.
- v) Details of personnel to be deployed in the centres along with copies of police verifications report in respect of each personnel for approval of the Ministry.
- vi) The Service Provider will develop and operate a website/webpage containing all relevant information, as given under Section 1, A para no (xii) of this document.
- vii) The Service Provider's activities will be covered under section 72A of the Information Technology Act of India which provides for imprisonment for a period up to 3 years and/or a fine up to Rs. 5,00,000 for a person who causes wrongful loss or wrongful gain by disclosing personal information of another person while providing services under the terms of lawful contract.
- viii) The Service Provider will ensure access of authorized officials from the Ministry to its premises and documents.
- ix) The Service Provider/any of its staff will not represent himself/herself as an official or agency or organ of the Ministry or of the Government of India. Any violation in this regard will result in imposition of penalties against the Service Provider as per the Service level agreement or even

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termination of services.

- x) The Service Provider should pay such penalty as may be determined in terms of the contract, for violating the term(s) and condition(s) of the contract. The details of such penalties are included in the Service Level Agreement. The mode of payment of such penalties would be intimated by the Ministry as and when required
- xi) The Service Provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other company without the prior written consent of the Ministry. Any violation in this regard can result in imposition of penalties, termination of the contract and a ban on participation in future bids. However peripheral services such as maintenance of the building, security, utilities etc. which are normally required to run an office may be outsourced.
- xii) The Service Provider should install a complaint/suggestion box in the centre which will be operated only by the officials of Ministry. The Service Provider should also have a separate section titled 'Suggestions and Complaints' in its website/webpage to receive suggestions and complaints from the applicants, which must be available for viewing by the public. The email address of the grievance officer in Consular Passport and Visa Division should also be prominently displayed. The Service Provider should respond to complaints and clarify the situation, within the agreed time frame, where ever such complaints are forwarded by the Ministry. Decision taken by the Competent Authority of the Ministry shall be final in all these complaints/suggestions.
- xiii) The Ministry will be free to set up any other arrangement to reliably receive feedback from the applicants, independent of those put in place by the Service Provider.
- xiv) The Service Provider shall set up centres with all the amenities which a modern office does have for the staff and the visitors. The salary paid to the employees will not be less than the minimum prescribed by Government and other benefits would be admissible to them as per law. The minimum qualification for the staff will be graduate. The profile of the key staff (manager) will be provided to the Ministry for each centre. The staff at the counter are expected to be sincere and honest and polite. They shall be cleanly dressed. Surprise visits can be paid at the centre. The Service Provider has to take corrective measures within two weeks in case any flaw is noticed in the service or facilities during such visit.
- xv) Ministry has the right to terminate the contract in the initial period also by giving a month's notice to the contracting company. There will be a provision for review of service standards after periods of one month, three months, six months and one year of operation. During the review, any inadequacies or fall in standards of service rendered by the Service Provider should be resolved to the satisfaction of the Ministry. If the Ministry is not satisfied with the response of the Service Provider, the Ministry shall have the right to impose penalties and/or terminate the contract by giving three months' notice. However in the event of any termination of contract due to breach in security/data privacy related issues, the notice period can be less than 3 months. The Ministry has already started providing direct online Attestation/Apostille services to the applicants through e-Sanad portal, independent of any Service Providers. Such online direct services could be further extended/improved/upgraded as and when required
- xvi) A list of service standards enforceable by the Ministry and the penalties applicable in cases of default are available in the Service Level Agreement.
- xvii) The Service Provider shall not receive any payments from the Ministry for setting up of centres.
- xviii) At particular centre/city, the Service Providers should accept documents from applicants

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belonging to that city/state only and submit the same only to the Branch Secretariate/RPO/OI Cell of the Ministry located nearest to it. There can be few exceptions for genuine applicants only. The Ministry reserves the right to accept/decline documents of applicants belonging to other states/cities.

Section 2.

BANK GUARANTEES

The following irrevocable Bank guarantees should be provided by the Service provider in prescribed format(Annexure D):

- i) The Service Provider, shall provide a Bank Guarantee of Rs. 1,00,00,000/- (Rs. One crore only) for premature termination of contract.
- ii) The Service Provider shall provide a Performance Bank Guarantee of Rs. 10,00,000/-(Rs. Ten lakhs only) i.e. equal to 10% of the amount of above said Bank Guarantee (for premature termination of contract) for penalties as specified in the SLA. Ministry can invoke this Performance Bank guarantee depending on the extent and the severity of the violation of the terms of the Agreement.
- iii) The above Bank Guarantees shall be irrevocable and must be submitted at the time of signing of the contract. The Bank Guarantees shall be valid up to a period of sixty days after the expiry of the contract.
- iv) Any reduction in the Bank Guarantees 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 as per SLA.

Section 3.

PENALTIES

The various penalties chargeable for violations of the terms of this Agreement will be as indicated in the Service Level Agreement, which will be an integral part of this Agreement. The Ministry has final discretion to decide/waive off the amount or period of a penalty.

Section 4.

INDEMNITY FOR LOSS

- i) The Service provider will be fully responsible for the performance of the services and for all documents received, including their safe custody from the point of submission and collection and while it is in transit back to the applicant or their authorized representative/agent till delivery. The Ministry shall not entertain any claim for expenses on account of loss or any other claim directly or indirectly attributed to or caused by such loss, provided that such loss occurs while the said documents are in the care and custody of the Service provider.
- ii) The service provider shall indemnify the Ministry to the full extent including any legal costs incurred in the event of any claim made by an applicant for loss caused or for any suit for damage arising or due to loss of confidentiality or personal details of the applicant while the said documents are in the care and custody of the service provider.

Section 5.

CONTRACT MATERIAL

- i) The Ministry grants the Service Provider a license to use, reproduce and adopt the name of the Ministry only for the purposes of this Agreement and in accordance with any conditions or restrictions notified by the Ministry in writing from time to time.
- ii) Ownership of all material created in performance of the services under or otherwise in

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accordance with this Agreement vests in the name of the Ministry on its creation.

iii) The Service Provider will ensure that the material is used, copied, supplied or reproduced only for the purposes of this Agreement.

Section 6.

ACCESS TO PREMISES

The Service Provider will allow officials of the Ministry and any other persons authorised by the Ministry to access centre premises at all reasonable times and to inspect and copy all relevant documentation and records stored in the Service Provider's possession or control for the purposes associated with this Agreement or any review of performances under this Agreement.

The rights referred are subject to:

- i). the provision of reasonable prior notice to the Service Provider. However, authorized officials of the Ministry would have unrestricted access to the applicant's area of the Centre to inspect the operations.
- ii). Compliance with the Service Provider's reasonable security procedures.

Section 7.

INSURANCE

- i) The Service Provider will effect and maintain adequate insurance to cover all the Service Provider's obligations under this Agreement, including those obligations, which survive the expiration or termination of this Agreement.
- ii) The Service Provider will provide proof of current insurance acceptable to the Ministry and shall provide to the Ministry a certified true copy of the policy of insurance within one week from the date of commencement of operations.

Section 8.

PROTECTION OF PERSONAL INFORMATION

- i) The Service Provider will use, handle and deal with all personal information only for the purposes for which it is collected or otherwise comes into the Service Provider's possession under this Agreement; and
- ii) Protect all personal information in its possession and will not disclose it without the consent in writing of the applicant/Ministry or unless required by law with the consent of the Ministry.
- iii) In the event of failure to comply with the obligations under this clause referred to above, the Ministry shall have the right to encash the Bank Guarantees and/or terminate the Agreement with immediate effect.

Section 9.

MISREPRESENTATION

- i) The Service Provider will not represent itself and will ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, agency or organization of the Ministry.
- ii) The Service Provider will not by virtue of this Agreement, or for any other purpose, be deemed to be an officer, employee and partner of the Government of India or as having any power or authority to bind or represent the Government of India.
- iii) All advertising signage and public information relating to the services provided by the Service Provider for the Ministry requires the prior approval of the Ministry.

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iv) Any violation in this regard will result in imposition of penalties against the Service Provider as per the Service level agreement, and a termination of services in the case of egregious violations.

Section 10.

ASSIGNMENT AND NOVATION

- i) The Service Provider will not assign in whole or in part its rights under this Agreement without the prior written approval of the Ministry.
- ii) The Service Provider will not assign in whole or in part its obligations under this Agreement.
- iii) The Service Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Ministry.
- iv) Any violation on account of the above will attract penalty.

Section 11.

DISPUTE SETTLEMENT

If a dispute arises out of or in connection with the contract or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved within 60 days, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act, 1996

Section 12.

TERMINATION

The Ministry reserves the right to terminate the contract at any time by giving three months advance notice. The Service Provider may terminate the contract by giving three months advance notice with justification for termination of services. Ministry reserves the right to impose a financial penalty as prescribed under 'Penalties' in the Service Level Agreement (SLA) , in case Service Provider terminates the contract without providing three months advance notice. The notice of termination will be effective from the date of notice or the date of receipt by the party concerned or the date mentioned in the Notice, whichever is later. The Ministry also reserves the right to terminate the contract by giving shorter notice due to security and data privacy related issues.

Section 13.

VARIATION

No variation of this Agreement is binding unless it is agreed upon in writing between the Parties.

Section 14.

FORCE MAJEURE

Any delay or failure in performance by the Service Provider hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purpose of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Service provider claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restrains of government, governmental acts, injunctions, labour strikes other than those of the Service Provider, which prevented the Service Provider from discharging his functions under this Agreement. Force Majeure will be equally applicable to situations concerning the Ministry as well, in relation to the Service Provider during the operation of the Contract.

Section 15.



COMPLETE AGREEMENT WITH SERVICE LEVEL AGREEMENT AS INTEGRAL PART

This Agreement constitutes the whole agreement between the Parties in relation to its subject matter. The Service Level Agreement annexed hereto shall be taken, read and construed as an essential part of this Agreement.

Section 16.

TERM OF AGREEMENT

The Agreement shall come into force from the day of its signing by the Parties) and shall be valid for a period of two years unless terminated before that date in accordance with its terms.

Done in two Originals in English language, both texts equally authentic. In witness whereof the parties to this agreement have set their hands and seal in this agreement on this 19th day of November 2018

<p>SIGNED SEALED AND DELIVERED For and on behalf of the Ministry of External Affairs, Government of India, by</p> <p><i>[Signature]</i> (कैसर आलम) (KAISAR ALAM) निदेशक (सी पी वी) Director (CPV) विदेश मंत्रालय, नई दिल्ली Ministry of External Affairs New Delhi</p> <p>Name and designation</p> <p>In the presence of <i>[Signature]</i> (name and designation) DINA NATH Section Officer (video outsourcing)</p>	<p>SIGNED SEALED AND DELIVERED For and on behalf of M/s IVS Global Services Private Limited, India</p> <p><i>[Signature]</i> Kaviraj Pandey Director</p> <p>Name and designation</p> <p>In the presence of <i>[Signature]</i> (name and designation) Nirav Rishi</p>
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SERVICE LEVEL AGREEMENT (SLA) FOR ATTESTATION/APOSTILLE SUPPORT SERVICES, 2018

This agreement is made on the 19th day of November 2018

Between

The President of India, represented by Consular, Passport & Visa (CPV) Division of the Ministry of External Affairs, New Delhi of the one part

AND

M/s IVS Global Services Private Limited Company Registration No. U63090MH2010PTC202913)
a company incorporated in India, with its registered address at 66, the Arcade , World trade Centre, The Cuffe Parade,, Mumbai- 40005, Maharashtra, India, of the other part, hereinafter collectively referred to as the parties,

WHEREAS

The Ministry of External Affairs, Government of India, represented by the Consular, Passport & Visa (CPV) Division (hereinafter referred to as 'Ministry') has signed an Agreement dated 19th November 2018 for Attestation/Apostille support Services, 2018 hereinafter referred to as 'Services', with M/sIVS Global Services Private Limited (hereinafter referred to as the '**Service Provider**'). The Service Provider, further, in order to reiterate the commitment to provide services as per the terms of the Agreement, qualitatively and quantitatively, has agreed to sign this Service Level Agreement, hereinafter referred to as SLA.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Service Level Agreement – Overview

This SLA summarises the agreed parameters of all deliverables, protection of data and confidentiality, non adherence to unscrupulous activities, dispute settlement mechanism and payment of penalties and will be complementary to the Main Agreement, hereinafter referred to as Agreement.

2. Adherence to Best Business practices

The Service Provider agrees to follow best business practices with utmost honesty and integrity in discharging the contracted work related to the outsourcing of Apostille/Attestation support services. The Service Provider is fully conscious of the importance of efficient and honest services to the applicants as it involves the reputation of the Government of India. The Service Provider will therefore take utmost care to avoid any deficiency in rendering the services.

3. Periodic Review

The performance of the Service Provider in respect of the terms of the Agreement & this SLA is subject to periodic review after a period of one month, three months, six months and one year of operation, or earlier if required by the Ministry, to increase the efficiency of the services and enforce the

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responsibilities and obligations of the Service Provider as provided for in the Agreement.

The Manager in charge of operations, or any other person approved by the Ministry in consultation with the Service Provider, is responsible for facilitating such regular reviews. Minimum qualification of the Manager is Post Graduate or a graduate with at least 5 years experience as manager in running a business. The staff should have a minimum qualification of graduation.

4. Service Level Parameters and Penalties for Violation:

No.	Parameter	Service Level	Penalty for Violation
1	A separate website/webpage giving relevant information must be made operational by the Service Provider	The Service Provider must maintain a separate and exclusive website/webpage, which shall contain information only relating to services authorised by the Ministry. Any deficiencies pointed out by the Ministry shall be promptly rectified	In case no website is hosted or the information given on the website is incomplete or is not approved by the Ministry, penalty @ Rs. 1000 per week shall be charged till the matter is resolved. Repeated violations may lead to termination of the contract.
2	The Service Provider will not represent himself/ herself as a representative of the Ministry and will ensure that the Service Provider's officials and sub-contractors also do not represent themselves as an official or agency or organ of the Ministry of External Affairs or the Government of India	The Service Provider shall ensure that every staff member is clearly identifiable and bears a name badge.	Each incident/ violation/ complaint reported/ noticed in this regard will attract a penalty of Rs. 1000. Repeated violations may attract a show cause notice leading to termination of the contract.
3	Procedure for issue of bar coded receipts to each applicant	The Service Provider shall ensure that all the transactions are accounted for and a proper receipt in the prescribed format is given to the applicant for each transaction made. Handwritten or temporary receipts shall not be issued to the applicants.	If it is found that any transactions are not accounted for or a proper receipt is not given, a penalty of Rs.1000 will be imposed for each incident/ violation/ complaint reported/ noticed in this regard. Repeated violations may attract a show cause notice leading to termination of the contract.

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4	All the specified amenities/services, as specified in the RFP, and proposed by the company in their response to the RFP including Access Control and Queue Management, should be in place at all the centres	<p>The Service Provider shall abide by its obligations as specified by arranging the said amenities/services</p> <p>The Service Provider is expected to keep qualified staff.</p> <p>The Centre should have an access control mechanism and a queue management system. The personnel at the centre should be qualified, punctual and responsible</p>	<p>Any short fall in the standard of public amenities/services will lead to penalty @ Rs. 1000 per day till the matter is resolved.</p> <p>In the event of a complaint from an applicant due to the bad behaviour of the staff or the lack of knowledge at their end, a penalty of Rs. 1000 will be imposed on the Service Provider for each such incident.</p>
5	The Service Provider's activities will be covered under Section 72A of the Information Technology Act of India which provides for imprisonment for a period up to 3 years and/or a fine up to Rs. 5,00,000 for a person who causes wrongful loss or wrongful gain by disclosing personal information of another person while providing services under the terms of lawful contract.	The Service Provider must ensure that the relevant law is abided by all concerned persons in their employment.	If it comes to the notice of the Government that the Service Provider has compromised or allowed the data in its possession to be compromised, the contract may be terminated.
6	Data entry	The Service Provider shall ensure correct data entry on the online platform as per requirements of the Ministry.	Penalty @ Rs. 500 will be charged for denial/wrong data entry in each case.

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7	Delay in submission/ collection and delivery/ despatch of the documents.	The Service Provider shall ensure efficient and expeditious service as far as submission/ collection/ delivery and despatch of the documents is concerned. The documents shall not be submitted to the Ministry's offices after more than one working day after submission by the applicant.	Delay at any point of time during the entire process of Attestation/Apostille due to failure of the Service Provider shall be punishable by a penalty @ Rs. 500 per day per document till the matter is resolved.
8	Fake documents	The Service Provider shall make monthly random sample checks of up to 2% of all documents submitted, by referring them to the primary attesting authorities/Document Issuing Authorities, to ascertain the genuineness of the documents.	Records of such correspondence shall be available; for verification whenever required; penalty shall be imposed @ Rs. 5,000 per such case involving fake documents. Repeated violations may attract a show cause notice leading to termination of the contract.
9	Service Level Agreement (SLA)	The Service Provider shall prominently display a copy of the SLA at each centre and also on its website.	Violation will lead to penalty @ Rs. 1000 per day till the matter is resolved.
10	Audit	The Service Provider shall maintain records for the duration of the contract, for inspection by the auditors of the Government of India.	Periodical checks shall be conducted on the records kept in this regard. Penalty shall be imposed @ Rs. 5,000 for each instance if records are not maintained as prescribed.
11	Transfer/ assign/ pledge/ sub contract liabilities	The Service Provider shall not transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other company without prior written consent of the Ministry	Violation shall lead to penalty @ Rs. 1,00,000, with possible encashment of the Bank Guarantee and/or termination of contract and a ban on participation in future bids.

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12	Complaints/ Suggestions	The Service Provider should also have a separate section titled 'Suggestions and Complaints' in its website to receive suggestions and complaints from the applicants, which must be available for viewing by the public. The email address of the concerned official in the Ministry should also be prominently displayed. The Service Provider should also respond to complaints and clarify the situation, within the agreed time frame, wherever such complaints are forwarded by the Ministry.	A good solution must be provided for the grievance redressal mechanism. Any instance of complaints pending after four working days of receipt by the Service Provider, brought to the notice of the Ministry, shall attract penalty @ Rs. 100 per working day.
13	Loss of Documents	Service Provider should ensure that there will not be any loss of documents during transaction between Support Centres/Ministry's offices/applicants.	Penalty up to Rs. 50,000 per instance (plus cost of replacement of the documents including legal costs should be borne by the Service Provider) may be imposed by the Ministry in such instances. The Ministry also reserves the right to terminate the contract in the case of repeated failures on this account.
14	Additional Penalties	The Service Provider shall pay the penalties imposed within seven working days.	An interest @10% per week shall be charged on the imposed penalties if not paid within seven working days.
15	Mode of Payment of Penalties/Additional Penalties	The mode of payment of penalties/additional penalties would be intimated by the Ministry as and when required	
16	Recoupment of bank guarantees	The Service Provider shall recoup the bank guarantees if these fall short due to encashment by the Ministry.	If the bank guarantee is not recouped within two weeks penalty @10% of the deficit will be imposed per week.
17	Termination of contract by Service Provider without giving three months notice	Service Provider must give three months prior written notice to the Ministry along with justification for termination of services	Violation shall lead to encashment of the Bank Guarantee and/or termination of contract and a ban on participation in future bids/black listing of the company.

Faraz

YSD




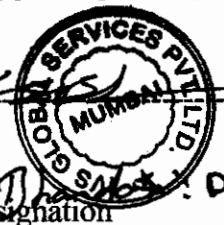

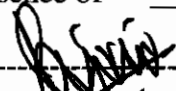
5. Discretion of Ministry

The decision regarding deciding/waiving off the amount/period of penalty would be at the discretion of Ministry after taking into consideration all aspects of the situation.

6. This SLA forms an integral part of the main Agreement dated 19th November 2018 signed between the Parties for providing the said services and remains valid along with the main Agreement.

7. This SLA does not replace the main Agreement in any way but will be complementary to it. In case of any discrepancy or doubt, the interpretation favourable to the Ministry and the applicants/general public will prevail.

In witness whereof the parties to this Service level Agreement have set their hands and seal in this agreement on this 19th day of November, 2018 (month, year)

SIGNED SEALED AND DELIVERED For and on behalf of the Ministry of External Affairs, Government of India by	SIGNED SEALED AND DELIVERED For and on behalf of M/s IVS Global Services Private Limited,
 Signature _____	 Signature _____
 Name and designation _____	 Name and designation _____
In the presence of _____	In the presence of _____
 Signature _____	 Signature _____
Name and designation: DINA NATH BARNWAL Section Officer (visa & outsourcing)	Name and designation: Niranjan Desai

Note: All pages should be initialled with seal by both the parties.
