

**Annexure-1**

SERVICE LEVEL AGREEMENT FOR OUTSOURCING OF VISA SERVICES

THIS AGREEMENT IS MADE ON THE 3<sup>rd</sup> DAY OF JUNE 2016  
BETWEEN

**The President of India, represented by the Ministry of External Affairs through the Embassy of India, Moscow,** with the address at 6-8 Vorontsovo Polye, Moscow, Russia 105064 of the one part

AND

**M/s BLS International Services Ltd. (Company Registration No. CIN – L51909DL1983PLC016907)** a company incorporated in 1983, with its registered address at G-4B-1, Extension Mohan Cooperative Indl. Estate, Mathura Road, New Delhi – 110044 (India), of the other part, hereinafter collectively referred to as the parties,

**WHEREAS** Embassy of India, Moscow represented by Mr. K.D. Dewal, First Secretary (Head of Chancery & Com) [hereinafter referred to as the Mission/Post] has signed an Agreement dated 3<sup>rd</sup> day of June 2016 for outsourcing of Visa Services, hereinafter referred to as Services, with M/s **BLS International Services Ltd.** [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 Agreement summarises the agreed parameters of all deliverables, IT related services, accounts related services, certification, protection of data and confidentiality, dispute settlement mechanism, provision of Value Added Services 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 CPV 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 Mission/Post in particular and the Government of India in general. The Service Provider will therefore take utmost care to avoid any deficiency in rendering the services.

**3. Periodic Review**



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The performance of the Service Provider in respect of the terms of this SLA is subject to periodic review every three months, or earlier if required by the Mission/Post, to increase the efficiency of the services and enforce the responsibilities and obligations of the Service Provider as provided for in the Main Agreement.

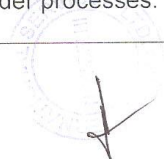
The Country Manager based in the place of operations, or any other person approved by Mission/Post in consultation with the Service Provider, is responsible for facilitating such regular reviews.

**4. Service Level Parameters and Penalties for Violation:**

No	Parameter	Service Level	Penalty for Violation
1.	<b>Working Hours of India Visa Application Centre(IVAC)</b>	Submission hours totalling 33 hours and overall <b>working hours of 45 per week.</b>	US\$ 500 for violation per day, unless such changes are mutually agreed in advance, including in terms of compensation of lost hours in the subsequent week.
2.	<b>Size of the IVAC</b>	<b>IVAC Moscow</b> – A waiting area of at least 120 Sq. Metres(*) with seating arrangement for 100 applicants(*) with sufficient space for back office/working space (processing area), meeting/conference room, separate secured area/rooms for storage of documents and IT related biographic and biometric data, computer terminals (02) for internet/form filling work, printouts and other VAS services, water/coffee/tea dispensers, clean wash-rooms, air-conditioners/heating arrangements, wall-	Any discrepancies between the offer and actual size of the IVAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes.



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		<p>mounted TV, newspaper and magazine stand, form filling desks, pantry for staff etc.</p> <p><b>IVAC St. Petersburg –</b>  A waiting area of at least 50 Sq. Metres(*) with seating arrangement for 40 applicants (*) with sufficient space for back office/working space (processing area), separate secured area/rooms for storage of documents and IT related biographic and biometric data, computer terminal(s) for internet/form filling work, printouts and other VAS services, water/coffee/tea dispensers, clean wash-rooms, air-conditioners/heating arrangements, wall-mounted TV, newspaper and magazine stand, form filling desks, pantry for staff etc.</p> <p><b>(*) As agreed by the BLS International Services Ltd. in their bid.</b></p>	
3.	<b>Location of the IVAC</b>	<p>The location of the Centres must be within 5 Kms from the Mission/Post in a reputable and safe area which is permissible under local zoning laws.</p>	<p>Delays in selection of IVAC beyond the permissible limit of 21 days will lead to forfeit of the Bid Security/Bank Guarantee. In that event, the Mission has the right to terminate the contract and</p>



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			<p>also encash the Bank Guarantees. The Mission has the option of encashing any or all of the Performance Bank Guarantees depending on the extent of the delay.</p> <p>Location of the IVAC must be as per the commitment made under Annexure-E.</p> <p>Any discrepancies between the offer and actual location of the IVAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes</p>
4.	<b>No. of Counters for Reception, Submission and Enquiry</b>	Number of counters specifying the work to be handled – Minimum 7 counters for non-peak season and 15 counters (*) (peak	Any discrepancies between the offer and actual number of Counters in the IVAC will result in a penalty of \$100



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		<p>season – October to March) to handle the submission of visa applications, delivery of documents/passports, VAS services, biometrics, cash counter, reception/enquiry desk for IVAC Moscow and minimum 3 counters for non-peak season and 5 counters (*) (peak season – October to March) for IVAC centre at St. Petersburg to cater to above works.</p> <p><b>(*) As agreed by the BLS International Services Ltd. in their bid.</b></p>	<p>per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes.</p>
5.	<p><b>Overall Turnaround time in the India Visa Application Centre</b></p>	<p>60 minutes from arrival (time of token generation) to the submission of application (time of generation of submission receipt).</p> <p>Clear audit trails of these times should be made available on a daily basis.</p>	<p>Failures beyond a maximum of 10% of the cases will entail 50% of the Service Fee as penalty for delayed cases. Any delay beyond 20% of the cases will entail a penalty equivalent to the full Service Fee for all the delayed cases. In regard to such delays, the number of minutes of delay beyond 20 minutes will entail additional fine equivalent to service fee for every 20 minutes of delay.</p>
6.	<p><b>Submission time spent at the counter</b></p>	<p>The scrutiny of the application at the submission counters</p>	<p>Any delay beyond ten minutes will result in a fine</p>



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		should not exceed ten minutes	equivalent to 50% of the Service Fee for every additional five minutes.
7.	<b>Waiting time at the call centre for telephonic queries</b>	<p>Telephonic queries will be responded to from 9 A.M. to 7 P.M. with updated information on a real time basis. Waiting time will not exceed 10 minutes.</p> <p>A daily log indicating the waiting time and the handling time for each call will be provided.</p>	If call drops and delays in answering calls exceed the agreed time by 20% of the total number of calls, a penalty equivalent to US\$ 1 per delayed call will be imposed.
8.	<b>Email queries</b>	<p>All email queries will be answered within 24 hours, except in the case of queries that require consultation with the Mission/Post, where they will be answered in 48 hours.</p> <p>The service provider will provide a weekly log of details of emails received and answered.</p>	Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) will attract penalties equivalent to US\$ 1 per delayed response.
9.	<b>Postal/Courier applications</b>	<p>All postal/courier applications will be verifiably brought into the main tracking system on the same day. Postal applications after scrutiny will be transmitted to the Mission/Post on the next working day of receipt.</p> <p>The service provider will provide a weekly statement of details of postal/courier applications received,</p>	Any delay in the transfer of applications to the Mission/Post without proper reasons, will lead to imposition of penalties equivalent to the service fee multiplied by the number of days of delay.



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		indicating the tracking number, date/time of receipt (verifiable from the tracking number) and the date/time of despatch to the Mission/Post.	
10	<b>Five stage Website Tracking Mechanism</b>	<p>The status of processing and movement of documents will have the following checkpoints, to be updated on a real time basis:</p> <p>a) Acceptance of application form in the IVAC</p> <p>b) Dispatch of application form with documents to the Mission/Post</p> <p>c) Processing in Mission/Post</p> <p>d) Receipt of documents from the Mission/Post</p> <p>e) Dispatch of documents to the applicant giving details for tracking</p>	<p>Service Fee multiplied by the number of days of delay in updating the information in the website tracking system.</p> <p>(installing such a system that reflects real time status).</p>
11	<b>Digitisation and Indexation of documents</b>	Digitisation and indexation will be completed in a maximum of seven days, from the date of acceptance of application.	Any delay beyond this time frame will entail penalties equivalent to US \$ 2 multiplied by the number of applications and the number of days of delay. Any delay attributable to the Service Provider, 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 Mission/Post failing which the Bank guarantees will be encashed to meet the expenditure on the remainder of the work through other agencies decided by Mission.
12	<b>Provision of Courteous Services to the Applicants</b>	The Service provider will extend courteous services to the applicants and will not allow any acts of omissions/commissions which will bring displeasure or unpleasantness to the applicants or bring disrepute to the Mission/Post or Government of India.	Any complaints of discourteous or unacceptable behaviour will lead to imposition of penalty equivalent to US\$100 in each instance. Repeated violations can lead to termination of Contract and a ban on taking part in future tender processes.
13	<b>Provision of Value Added Services (VAS)</b>	Service Provider understands that VAS is an optional service and will not be forced on applicants through coercion or misleading information.  It is also understood that any unapproved VAS and overcharging	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 Mission/Post for each such



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		for any service in the approved list or non-provision of VAS as per the approved list are impermissible.	incident. Non-provision of VAS as per approved list and prices will lead to a penalty of US\$ 200 per incident.
14	<b>Procedure for Issue of Receipts</b>	Service Provider is committed to collect the fees of the Government and Service Fee as per the fee schedule correctly and issue receipts accordingly, without any malpractices. The Service Provider will not issue more than one receipt to the applicant to conceal any facts from the Mission /Post in a fraudulent manner. The receipt numbers will be continuous and there will not be any unexplained missing numbers.	If such incidents are brought to the notice of the Mission/Post, the Service Provider is liable for penalties, equivalent to three times the amount of the fraudulent receipt or US\$ 500 whichever is higher. Such acts of fraud could lead to termination of Contract, encashing of Bank guarantees and a ban on participating in future Tender Processes of the Government of India.
15	<b>Opening of IVACs as per Schedule</b>	The Service Provider will open all the IVACs at the same time along with the requisite infrastructure to the entire satisfaction of the Mission/Post as per the agreed Schedule, to avoid any disruption in the smooth taking over of the operations from the previous Service Provider, or in the case of initial outsourcing, to avoid any inconvenience to the Mission/Post or the applicants.	The Service Provider will forfeit the Bid Security in case of delay in establishing the Centre/(s). In that event, the Mission has the right to terminate the Contract and also encash the Bank Guarantees provided by the Service Provider.



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16	<b>Premature Termination of Contract</b>	The Service Provider will give an advance Notice of six months to the Mission/Post for termination of the Contract by giving reasons for the same.	If not, the Service Provider will forfeit the Bank Guarantee provided to the Mission/Post in this regard
17	<b>Acceptance of Incomplete Documents</b>	The Service Provider will accept the application forms after due scrutiny as per the instructions of the Mission/Post.	The Service provider will pay penalties for delays due to acceptance of incomplete documents from the applicants at the IVAC counters, equivalent to Service Fee multiplied by the number of days of delay
18	<b>Delay in sending the completed application form along with documents to the Mission/Post</b>	The Service Provider will send the application forms with documents received from the applicants on the same day of receipt to the Mission/Post or the next working day in case of delayed receipts.	If not, the Service Provider will pay a penalty equal to the Service Fee multiplied by the number of days of delay.
19	<b>Delay in returning passport/documents to applicants by Service Provider after service by Mission</b>	The Service Provider will return the passports with documents received from the Mission/Post to the applicants on the next working day.	If not, the Service Provider will pay a penalty equal to the Service Fee multiplied by the number of days of delay.
20	<b>Transfer of amounts to Mission/Post's accounts</b>	Service Provider agrees to transfer the Government of India fees and the Indian Community Welfare Fund (ICWF) fees collected from the applicants to the Mission/Post's designated accounts on the same day or, in	In case of delays on this count, Service provider will pay a penalty equivalent to 0.5% of the undeposited amount multiplied by the number of days of delay.



		case of delayed receipts, the next working day.	
21	<b>Bounced Cheque/ transaction</b>	Service Provider commits fully that there will not be any case of bounced cheque/transaction while transferring the amounts to Government accounts.	<p>In the case of any such incidents, Service Provider will pay a penalty of US\$1000 per incident or 10% of the value of Cheque/transaction whichever is higher, besides a penalty of 0.5% per day till the amount is paid into the Government accounts.</p> <p>Repeated instances of cheque bounces may lead to cancellation of the contract and a ban on participation in future bids.</p>
22	<b>Payment of penalties</b>	Service Provider will make payment of penalties as indicated in the Request for Proposal (RFP)/Agreement and will also make payment of additional penalties, wherever specified, for any delay in payment of penalties imposed by Mission/Post.	<p>If penalties are not paid within seven days including holidays, additional penalties will be imposed on a cumulative basis of 0.5% of the amount payable per day, if reasons for such delays are not acceptable to the Mission/Post.</p> <p><b>In the case of non-payment of additional penalties for a period exceeding four weeks,</b></p>



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			<b>Mission/Post will have the right to encash the Bank Guarantees as appropriate.</b>
23	<b>Loss of Passports/ documents</b>	Service Provider commits that there will not be any loss of passports or documents during transaction between IVACs and Mission/Post and the applicants/Postal/courier services.	In the case of any such loss, Service Provider will pay a penalty of US\$1000 per passport or document and all replacement and legal costs shall be borne by the Service Provider.
24	<b>Recoupment of Bank Guarantees in the event of encashment of Bank Guarantees by the Mission/Post.</b>	In the event of any expiry or encashment of Bank guarantees by the Mission/Post, the Service Provider will be required to recoup the Bank guarantees within two weeks of the same.	Whenever the Bank Guarantees have expired or encashed, the relevant amount should be recouped within two weeks beyond which a penalty of 10% 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.
25	<b>Non-availability of hunting CCTV live feed</b>	The Service Provider should provide hunting CCTV live feed of the IVAC to the Mission/Post.	No. of days non-availability multiplied by US\$100
26	<b>Appointment of staff without requisite qualification.</b>	The staff of IVAC should have appropriate qualification to handle the respective work with minimum qualification being a	US\$200 per week till the matter is rectified. A part of the week will be taken as full week.



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27	<b>Working in absentia</b>	The Service provider should be directly involved in the outsourcing work of the Mission and not on commission/royalty basis or any such arrangement. <b><i>The Service Provider should specify the key staff (Country manager etc) to be stationed in the City/Country.</i></b>	In the violation on this account, the Mission has the right to terminate the Contract, encash the Bank guarantee and impose a future ban on taking part in tender processes.
28	<b>Delay in submission of website certification.</b>	The service Provider should submit the requisite website certification within 3 months from the date of award of Contract.	US\$500 per day for any delay beyond the prescribed period up to a maximum of 30 days after which Mission has the right to terminate the Contract if the reasons for delay are not accepted by the Mission. In that event, the Service Provider will forfeit the Bank Guarantee provided for premature termination of Contract. Mission shall also have the right to ban the Service Provider from participation in future tender processes.
29	<b>Delay in submission of Insurance Policy</b>	The service Provider should submit the requisite Insurance Policy within 3 months from the date of award of Contract	US\$500 per day for any delay beyond the prescribed period up to a maximum of 30 days after which Mission has the right to



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			terminate the Contract if the reasons for delay are not accepted by the Mission. Mission shall also have the right to ban the Service Provider from participation in future tender processes.
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**5. Discretion of Mission**

The decision regarding the period of delay would be at the discretion of Mission after taking into consideration all aspects of the situation.

**6. Non-compliance**

Failure to comply with the terms and conditions of payment of fees due to the Government of India and penalties imposed by Missions/Posts within the prescribed time limits in the previous and present Contracts with Ministry of External Affairs or Missions/Posts shall make the company ineligible to take part in the future tender processes.

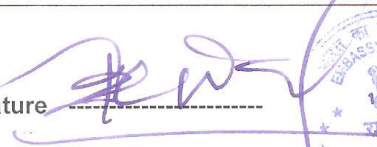
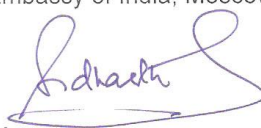

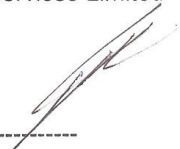
7 This SLA forms an integral part of the main Agreement dated 3<sup>rd</sup> June 2016 signed between the Parties for providing the said services and remains valid along with the main Agreement.

8. 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 Mission/Post and the applicants will prevail.

In witness whereof the parties to this Service level Agreement have set their hands and seal in this agreement on this 3<sup>rd</sup> day of June 2016.

SIGNED SEALED AND DELIVERED For and on behalf of the Embassy of India, Moscow by	SIGNED SEALED AND DELIVERED For and on behalf of M/s BLS International Services Limited
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<p>Signature  -----</p> <p>K.D. Dewal First Secretary (Head of Chancery &amp; Com)</p> <p>In the presence of Sidhartha Shashni First Secretary (Consular) Embassy of India, Moscow, Russia</p> <p> -----</p> <p>Signature-----</p> <p>(Name and designation)</p>	<p>Signature  -----</p> <p>Diwakar Aggarwal Director</p> <p>In the presence of Sanjeev Chaudhary General Director M/s BLS International Services Limited</p> <p> -----</p> <p>Signature-----</p> <p>(Name and designation)</p>
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Note: All pages should be initialled with seal by both the parties.