

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 SUPERB ENTERPRISES Pvt. Ltd. (Company Registration No. U74900DL2013PTC253128 dated 13th May, 2013 issued by Registrar of Companies, NCT, Delhi & Haryana)) a company incorporated in India, with its registered address at 34 DSIDC Complex, Mata Sundri Road, New Delhi-110002 and with its Correspondence address at 2nd Floor, Nehru House, 4-Bahadur Shah Zafar Marg, New Delhi-110002 (Corporate Office), 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/s M/s SUPERB ENTERPRISES Pvt. 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 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

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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 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	The Service Provider shall abide by its obligations as specified by arranging the said amenities/services The Service Provider is expected to keep qualified staff. The Centre should have an access control mechanism and a queue management system. The personnel at the centre should be qualified, punctual and responsible	Any short fall in the standard of public amenities/services will lead to penalty @ Rs. 1000 per day till the matter is resolved. 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.
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.

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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.
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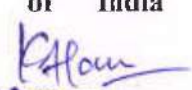
5. Discretion of Ministry

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  (कैसर आलम) (KAISAR ALAM, निदेशक (सी पी वी) Director (CPV) विदेश मंत्रालय, नई दिल्ली Ministry of External Affairs New Delhi Signature ----- Name and designation ----- In the presence of ----- Signature ----- Name and designation: <u>DINA NATH BARNWAL</u> <u>Section Officer (w.e.s.)</u> <u>Antenuary</u>	SIGNED SEALED AND DELIVERED For and on behalf of M/s SUPERB ENTERPRISES Pvt. Ltd., New Delhi, India. For Superb Enterprises Pvt. Ltd.  Signature----- Name and designation ----- <u>Feroz Ahmed</u> <u>Chairman</u> In the presence of ----- Signature ----- Name and designation: <u>(A.K. Kapila)</u> <u>Executive Director</u>
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Note: All pages should be initialled with seal by both the parties.
