

S.No	Parameter	Service Level	Penalty for violation
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 SP shall be liable to pay RMB 3640 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 VISA Service availed in that regard. The Receipt numbers shall be continuous and there shall be no unexplained missing Receipt numbers.	For any violation, the SP 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 Gol for providing VISA 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 SP 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 at Mission/Post(s) concerned.	For any violation, the SP shall be liable to pay a penalty of RMB 3640 per incident or 10% of the value of the Cheque/ transaction, whichever is higher. ed instances (more than three in a calendar year) of bounced cheque/failed transactions may lead to levy of higher penalty of RMB 7280 per incidence or 20% of the value of the cheque/transaction whichever is higher.
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 IVAC and Mission/ Applicant.	For any violation, the SP shall be liable to pay a penalty of RMB 7280 per passport or document lost/ damaged. ddition, 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 SP.
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 SP shall be liable to pay a penalty equal to the Service Fee charged by the SP 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 SP 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 up to a maximum penalty of RMB 7280 in each case.
8	Postal/ Courier applications	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. 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.	For any violation, the SP shall be liable to pay a penalty equivalent to the service fee multiplied by the number of days of delay. delay in providing a daily statement of such details will invite a penalty of RMB 182 for each day of delay

9	Scanning/Digitisation and Indexation of documents	In respect of regular (paper) visa and Visa documents, scanning/ digitization and indexation will be done by the Service Provider. This process should be completed within 07 calendar days from the date of handing over of processed application to OSP. Those applications which are submitted by applicants directly at the Indian Mission/Post will be handed over with supporting documents/enclosures to SP 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.	Any delay beyond this time frame will entail penalty @ 1% of the Service Fee of the service rendered by the SP, per application multiplied by number of days of delay. Any delay attributable to the OSP beyond three months would lead to forfeiture of Bank Guarantees (BGs) and termination of Contract.
10	Provision of Application Facilitating Services	The OSP agrees to provide the Application Facilitating Services viz. photocopying, photographs, Form filling services, and Courier services, at no additional cost, to applicants submitting Visa applications at IVAC. The SP also agrees to dispatch and return the documents/passports via courier, at no additional charge/cost to applicants, for applications received by Post/courier.	The OSP to provide Application Facilitating Services to applicants at IVAC, would lead to a penalty of RMB 728 in each case. In respect of applications received by Post/Courier, failure of SP to dispatch and return documents via courier, at no additional charge/cost to applicants, would lead to a penalty of RMB 728 in each case. tions beyond three times shall result in levying of penalty at the enhanced rate of RMB 1456 in each case. Any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
11	Collection of unauthorized amounts from the applicants	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.	If any unauthorized amount is found to be credited to the account or collected directly or indirectly from the applicant, the SP shall be liable to pay a penalty equivalent to double the unauthorized amount collected or RMB 7280 whichever is higher, in each such case.
12	Short Collection of Fee	Any collection of fee short of the prescribed fee on any occasion shall be paid by the Service provider prior to raising the invoice for the said month/quarter as in case may be	If the service provider 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 Service Provider Assume the SP has collected RMB 14.56 lesser than the prescribed fee from 5 applicants. The total RMB 72.8 should be paid by the SP to the Mission/Post prior to raising the invoice. If the SP fails to do so, an amount of $RMB\ 72.8 \times 5 = RMB\ 364$ shall be levied as penalty.
13	Opening of IVAC and OSP submission counter at Mission and Posts as per schedule	The OSP shall be responsible for opening all the IVAC and submission counter at Mission and Posts as per the 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 SP, or in the case of initial outsourcing, to avoid any inconvenience to the Mission or the applicants.	Any delay in opening any IVAC/submission counter at Mission and Posts as per the schedule defined in Chapter XVI shall result in penalty of RMB 7280 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 SP from future tenders of the Ministry.
14	Working Hours of India Visa Application Centre (IVAC)	The OSP shall ensure that there shall be 45 working hours per week and 37.5 working hours for submission/collection of applications at each IVAC unless working hours are changed by the Mission in consultation with the SP.	Any violation may lead to a penalty of RMB 3640 per day, unless commuted or decided otherwise by the Mission concerned in special circumstances.

15	Location of the IVAC	The OSP agrees to ensure that as specified in the RFP, the location of the IVAC must be as per the information submitted in the RFP. The location of Mission/Post(s) concerned is required in each such case.	Any discrepancies between the offer and actual location of the IVAC, unless specifically approved by Mission will result in a penalty of RMB 728 per day up to a maximum of two months to rectify the situation, failing which, the Mission reserves the right to terminate the Contract, encashing the Bank Guarantee for premature termination of Contract and a future ban on taking part in tender processes at the discretion of the Ministry.
16	Size of the IVAC	The OSP agrees to ensure that the size of each IVAC shall be as per Chapter VII: Scope of Work.	Any discrepancies between the size approved by the Mission concerned and actual size of the IVAC, unless specifically approved by the Mission concerned shall be rectified by the SP within a period of 30 days. Failing which, a penalty of RMB 2184 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 RMB 4368 per day.
17	No. of Counters and Staff to be deployed at IVAC	The OSP agrees to ensure that the number of counters and Staff at each IVAC 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 SP within a period of 30 days. Failing which, a penalty of RMB 7280 per day for the next 30 days will be levied. Any delay beyond a period of 60 days will result in levying of penalty at the rate of RMB 14560 per day.
18	Appointment of Centre Manager at each IVAC and a Country Manager	Each IVAC should have a designated Centre Manager who is responsible for the functioning of the IVAC. OSP shall also ensure that a Country Manager responsible for operations of all the IVAC in the country concerned is appointed as Head of the IVAC.	Any violation would lead to a penalty of RMB 1456 per week till the matter is rectified. A Part of the week will be taken as a full week.
19	Overall Turnaround time at the IVAC	The OSP agrees to ensure that the overall processing time for a Visa Service at the IVAC shall not exceed 30 minutes from the time of entry into IVAC (token generation) to the time of generation of submission receipt for the applicant. audit trails of these times shall be made available to the Mission/Post(s) concerned on a daily basis.	Violation between 10% to 20% of cases per day shall entail a penalty equivalent to 50% of the Service Fee collected by the SP 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. submission of audit trails shall entail a penalty of RMB 728 per day till the submission of the same.
20	Waiting time at the call centre for telephonic queries	The OSP agrees to ensure that the telephonic queries shall be responded to from <u>8 A.M. to 5 P.M.</u> on all working days with updated information on a real-time basis. Waiting time shall not exceed 3 minutes. 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.	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 RMB 14.56 per delayed call. submission of the daily log may lead to a penalty of RMB 728 per day till the submission.
21	Email queries	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. OSP agrees to provide a weekly log of details of emails received and answered.	Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) shall attract penalties equivalent to RMB 14.56 per delayed response. Non submission of weekly log may lead to a penalty of RMB 1456 per week till the submission

22	Five Stage Website Tracking Mechanism for passport services. The tracking stages could be fewer than five stages for visa services as per requirement.	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: Acceptance of application form in the IVAC ispatch of application form with documents to the Mission cessing in the Mission ceipt of documents from the Mission atch of documents to the applicant giving details for tracking	Any violation shall lead to levying of a penalty equivalent to Service Fee of the SP for the service rendered to the applicant. s responsible for installing such a system that reflects real time status).
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 CAD 100 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 RMB 1456 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 Contract	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 RMB 364 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.	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. 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/ Mission
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	Availability of hunting CCTV live feed	ensure that they shall provide hunting CCTV live feed of the I	violation shall entail a penalty equivalent to the number of days of non-availability multiplied by RMB 728.
30 A	Online appointment system with live tracking	OSP agrees to provide online appointment system with live tracking	
30 B	Smart Queue management system linked with appointment system	The OSP agrees to provide Smart Queue Management (SQM) system linked with the appointment system.	
30 C	Access to the Online Appointment System	The OSP agrees to provide admin credentials of the appointment system to the Mission/Post for the live monitoring of online appointments to applicants.	
30 D	Chatbot in the website and Whats app bot/Chatbot	The OSP agrees to provide a WhatsApp bot/Chatbot	

30 E	CSAT at IVAC integrated with the appointment system	de digital Customer satisfaction Rating (CSAT) feedback system	
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 3months from the date of award of Contract.	Any delay beyond the prescribed period shall entail a penalty of RMB 3640 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 RMB 3640 per day till the time the Insurance is furnished to the Mission concerned
34	Delay in submission of Third Party Audit Report	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. 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.	Any delay beyond the prescribed period shall entail a penalty of RMB 3640 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 RMB 364 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. These information should also be uploaded to the website tracking system on a real-time basis.	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 Mission/courier applications..	The Service Provider should mandatorily provide 4 SMS updates for Mission/courier applications (i. receipt of application in the ICAC, ii. dispatch of documents to the Mission, iii. receipt of documents in the ICAC from the Mission and iv. dispatch of documents by Courier/Post). In regard to applications received in person	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 a penalty of RMB 182.
38	Availability of appointment at IVAC.	The OSP should ensure that the appointment slots are available for submission within 05 working days.	If warnings given to the OSP remain unheeded, violations may lead to the imposition of penalty @ RMB 1456 for the first time of such violation, RMB 3640 for the second violation, RMB 7280 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
39	Phone calls rate after the free prescribed time limit (five minutes).	Service Provider can charge <u>normal call charges</u> after the prescribed free time limit (five minutes). Special / higher call charges are not permitted.	If two warnings given to the OSP remain unheeded, violations may lead to imposition of penalty @ RMB 1456 for the first time of such violation, \$500 for the second violation, RMB 7280 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
40 A	Refunds towards Incomplete applications. Incomplete applications may be retained by OSP for a period of twenty-one working days to enable corrections and rectify deficiencies.	OSP should submit the completed applications to Mission/Post at the latest within a period of ten working days.	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.

40 B	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 alongwith 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.
40 C	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 application on monthly basis may lead to a penalty of RMB 1456 per week till submission
41	Delay in submission of monthly certification regarding personal records of applicants.	The OSP agrees that he shall 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 RMB 3640 on monthly basis till submission of monthly certification.
42	Effecting changes in website/appointment portal prescribed by The Mission	OSP shall make requisite changes in website/ appointment portal prescribed by the Mission immediately.	Any violation on this account shall lead to penalty of RMB 1456 per day till the time all required changes are made in the website/ appointment portal
43	Authorised changes in content of website/ appointments portal without Mission/Post approval.	OSP shall not make any change in the content its website/ appointments portal in the Mission/Post without prior approval from the Mission/Post	Any violation on this account shall lead to penalty of RMB 1456 per day till the unauthorised changes are removed from the website.
44	Delay in enabling generation of reports by the Mission/Post as prescribed by the Mission.	OSP shall enable the Mission/Post to generate reports, as prescribed by the Mission immediately.	violation on this account shall lead to penalty of RMB 1456 per day till the time requisite access is provided.
45	Any other violation which is not mentioned above, including charging for Application Facilitating Services viz, photocopying, photographs, form filling and courier services	OSP shall not make any change in the content its website/ appointments portal in the Mission/Post without prior approval from the Mission/Post	warnings given to the SP remain unheeded, violations may lead to imposition of penalty @ RMB 1456 for the first time of such violation, RMB 3640 for the second violation, RMB 7280 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.