## Embassy of India Seoul

## Corrigendum - II

This is w.r.t. the Embassy of India's tender no. SEO/CONS/415/1/2024 dated 05.04.2024 seeking RFP for the outsourcing of CPV services at Embassy of India, Seoul.

- 2. The Chapter No. XI Service metrics/Penalties where the sum/quantum of penalties of the RFP may be retrieved and replaced by the attached Chapter No. XI (Annexure-I).
- 4. The Chapter No. XIII Confidentiality and Privacy Laws (Page No.79) of the RFP may be retrieved and replaced by the attached Chapter No. XIII (Annexure-II).

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## **CHAPTER XI: SERVICE LEVEL METRICS/PENALTIES**

- (i) Any violation of the terms and conditions mentioned in this RFP / agreement signed after the conclusion of the RFP shall entail the imposition of penalties on the OSP by the Ministry/Mission. For violation of any terms and conditions of the Agreement, unless otherwise specified, the OSP shall be liable for a penalty, if two warnings given to the OSP remain unheeded, KRW 263,000 for the first time of such violation, KRW 657,500 for the second violation, KRW 1,315,000 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
- (ii) All penalties should be paid at the Indian Mission locally by way of deposit to the Bank Account of the Mission concerned.
- (iii) A Show-Cause Notice will be served upon the OSP by Mission giving an opportunity to the OSP seeking explanation within 5 working days from the date of receipt of such Notice. In case, the explanation submitted by the OSP is not satisfactory, then the penalty will be imposed and the same will be communicated to the OSP. The OSP shall be required to deposit the penalty amount in the Mission within a period of seven working days from the date of receipt of such communication.
- (iv) In case, penalties are not paid within 7 working days from the date of receipt of written communication from the Mission, 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.
- (v) In the event of non-payment of penalties for a period exceeding four weeks, the Mission shall have the right to terminate the agreement and recover the penalty by encashing the Bank Guarantees as appropriate and ban the company for five years from participating in future tenders of the Ministry.
- (vi) Details of the quantum of the penalty with regard to violation of the various service level clauses of the RFP shall be as per the table mentioned below:

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 OSP shall be liable to pay KRW 657,500 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 CPV Service, including the Optional Service availed in that regard. The Receipt numbers shall be continuous and there shall be no unexplained missing Receipt numbers.	For any violation, the OSP 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(s) concerned	OSP agrees to transfer the amounts received from the applicants towards fees prescribed by Gol for providing CPV services, Indian Community Welfare Fund (ICWF) fees etc. to the Bank Account(s) of the Mission(s) concerned on the same day or in exceptional circumstances with prior notice to the Mission(s) concerned, on the next working day.	shall be liable to pay a penalty equivalent to 0.5% of the un-deposited amount multiplied by the number of
4	Bounced Cheque/ failed transaction	The OSP agrees to ensure that there shall not be any case of bounced cheque/failed transaction while	For any violation, the OSP shall be liable to pay a penalty of KRW 657,500 per incident or 10% of the

		transferring the amounts to the bank account of the Mission(s) concerned.	value of the Cheque/ transaction, whichever is higher.
			Repeated instances (more than three in a calendar year) of bounced cheque/failed transactions may lead to levy of higher penalty of KRW 1,315,000 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 ICAC and Mission/ Applicant.	For any violation, the OSP shall be liable to pay a penalty of KRW 1,315,000 per passport or document lost/ damaged.  In addition, 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 OSP.
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(s) as per the schedule fixed by the Mission(s) concerned	For any violation, the OSP shall be liable to pay a penalty equal to the Service Fee charged by the OSP 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	The OSP agrees to be responsible for returning the	For any violation, the OSP shall be liable to pay a

	applicants by OSP after having been received from the Mission	passports/ documents received from the Mission to the applicants on the same/ next working day.	penalty equivalent to the Service Fee multiplied by the number of days of delay upto a maximum penalty of KRW 1,315,000 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	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.  Any delay in providing a daily statement of such details will invite a penalty of KRW 32,875 for each day of delay
9	Scanning/Digitisation and Indexation of documents	Mission.  Mission in Republic of Korea are integrated into GPSP system. Digitization is done at the time of online submission of application.  In respect of regular (paper) visa and consular documents, scanning/digitization and indexation will be done by the OSP.	Any delay beyond this time frame will entail penalty @ 1% of the Service Fee of the service rendered by the OSP, per application multiplied by number of days of delay. Any delay attributable to the OSP beyond three months would lead to forfeiture of Bank

This process should be completed within <u>07 calendar days</u> from the date of handing over of processed application to OSP.

Guarantees (BGs) and termination of Contract.

Those applications which are submitted by applicants directly at the Indian Mission will be handed over with supporting documents/enclosures to OSP 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.

10	Provision of Optional Services	The OSP shall be responsible for ensuring that Optional Services are not forced on the applicants through coercion or misleading information.  OSP also understands that offering any unsolicited and unapproved Optional Service or overcharging for any service in the approved list is not permissible.	For any violation, the OSP shall be liable to pay a penalty equivalent to the amount charged from the applicant for the optional service in each instance plus also pay a penalty of KRW 263,000 to the Mission for each such incident.
		The OSP shall be responsible for providing Optional Services in respect of each Mission as mentioned in the RFP.	Failure of OSP to provide Optional Services is not permissible and would lead to a penalty of KRW 131,500 per service per week till the time such service(s) is instituted.
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(s) concerned.	is found to be credited to the account or collected directly or indirectly from
12	Short Collection of Fee	Any collection of fee short of the prescribed fee on any occasion shall be paid by the OSP prior to raising the invoice for the said	If the OSP fails to pay the shortage of collection within the prescribed time (month) before raising invoice, an amount of 5 times the

		month/quarter as in case may be	shortage of amount shall be levied to the OSP Ref: Assume the OSP has collected KRW 2630 lesser than the prescribed fee from 5 applicants. The total KRW 13,150 should be paid by the OSP to the Mission prior to raising the invoice. If the OSP fails to do so, an amount of KRW 65750 shall be levied as penalty.
13	Opening of ICACs as per schedule	The OSP shall be responsible to open all the ICACs as per 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 OSP, or in the case of initial outsourcing, to avoid any inconvenience to the Mission or the applicants.	Any delay in opening any centre as per schedule defined in Chapter XVI shall result in penalty of KRW 1,315,000 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 OSP from future tenders of the Ministry.
14	Working Hours of India Consular Application Centre (ICAC)	The OSP shall ensure that there shall be 48 working hours per week and 39 working hours for submission / collection of applications at each ICAC unless working hours are	Any violation may lead to a penalty of KRW 657,500 per day, unless commuted or decided otherwise by the Mission concerned in special circumstances.

		shanged by the Mission in	
		changed by the Mission in	
		consultation with the OSP.	
15	Location of the ICAC	The OSP agrees to ensure	Any discrepancies between
		that as specified in the RFP,	the offer and actual location
		the location of the ICAC	of the ICAC, unless
		must be as per the	specifically approved by
		information submitted in the	Ministry/ Mission will result
		RFP.	in a penalty of KRW
			131,500 per day up to a
		Approval of Mission(s)	maximum of two months to
		concerned is required in	rectify the situation, failing
		each such case.	which, the Ministry
			reserves the right to
			terminate the Contract,
			encashing the Bank
			Guarantee for premature
			termination of Contract and
			future ban on taking part in
			tender processes at the
			discretion of the Ministry.
16	Size of the ICAC	The OSP agrees to ensure	Any discrepancies between
16	Size of the ICAC	The OSP agrees to ensure that the size of each ICAC	Any discrepancies between the size approved by the
16	Size of the ICAC	_	'
16	Size of the ICAC	that the size of each ICAC	the size approved by the
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC,
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period of 30 days. Failing which, a
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of KRW 394,500
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of KRW 394,500 per day for the next 30
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of KRW 394,500 per day for the next 30 days will be levied. Any
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of KRW 394,500 per day for the next 30 days will be levied. Any delay beyond this period of
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of KRW 394,500 per day for the next 30 days will be levied. Any delay beyond this period of 60 days will result in
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of KRW 394,500 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
16	Size of the ICAC	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of KRW 394,500 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 KRW 789,000 per
16	No. of Counters and	that the size of each ICAC shall be as per Chapter VII:	the size approved by the Mission concerned and actual size of the ICAC, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of KRW 394,500 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

	Staff at ICAC for Reception, Submission and Enquiry	that the number of counters and Staff at each ICAC shall be as given in RFP OR approved by the Mission(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.	account, unless specifically approved by the Mission concerned shall be rectified by the OSP within a period of 30 days. Failing which, a penalty of KRW 1,315,000 per day for the next 30 days will be levied. Any delay beyond period of 60 days will result in levying of penalty at the rate of KRW 2,630,000 per day.
18	Appointment of Centre Manager at each ICAC and a Country Manager	Each ICAC should have a designated Centre Manager who is responsible for the functioning of the ICAC.  The OSP shall also ensure that a Country Manager responsible for operations of all the ICACs in the country concerned is appointed as Head of the ICACs.	Any violation would lead to a penalty of KRW 263,000 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 ICAC	The OSP agrees to ensure that the overall processing time for a CPV Service at the ICAC shall not exceed 30 minutes from the time of entry into ICAC (token generation) to the time of generation of submission receipt for the applicant.  Clear audit trails of these times shall be made available to the Mission(s) concerned on a daily basis.	that day. Violation beyond 20% of the cases shall entail a penalty equivalent to the full Service Fee collected on that day Non submission of audit trails shall entail a penalty of KRW 131,500 per day till the submission of the same.
20	Maiting there at the small	The OSP agrees to ensure	Cases of call drops and

	centre for telephonic queries	that the telephonic queries shall be responded to from 9 A.M. to 8 P.M. on all working days with updated information on a real-time basis. Waiting time shall not exceed 3 minutes.	delays in answering calls exceeding the agreed time by 20% of the total number of calls, shall attract a penalty equivalent to KRW 2630 per delayed call.
		A daily log indicating the waiting time and the handling time for each call shall be provided to the Mission(s) concerned on a daily basis.	Non submission of daily log may lead to a penalty of KRW 131,500 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.	Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) shall attract penalties equivalent to KRW 2630 per delayed response.
		OSP agrees to provide a weekly log of details of emails received and answered.	Non-submission of the weekly log may lead to a penalty of KRW 263,000 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:	Any violation shall lead to levying of a penalty equivalent to Service Fee of the OSP for the service rendered to the applicant.
		<ul><li>a) Acceptance of application form in the ICAC</li><li>b) Dispatch of application form with documents to the Mission</li></ul>	(OSP is responsible for installing such a system that reflects real time status).

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	Provision of Courteous	c) Processing in the Mission d) Receipt of documents from the Mission e) Dispatch of documents to the applicant giving details for tracking The OSP agrees to extend	Any complaints of
	Services to the Applicants	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.	discourteous behaviour shall lead to levying of penalty equivalent to KRW 131,500 in each instance on the OSP. A written apology shall be tendered by the staff of the ICAC to the Mission concerned for discourteous behavior.
			Violations beyond three times shall result in levying of penalty at the enhanced rate of KRW 263,000 in each case. Repeated violation (beyond three) by the same staff member of OSP shall result in termination of his/her services.
	Premature Termination of Agreement	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.
	Acceptance of Incomplete Documents	The OSP shall be responsible to accept application forms after due scrutiny as per the checklist approved by the Mission(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

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.	which a penalty equivalent to twice the Service Fee of the service sought by the applicant shall be levied.  Any violation shall lead to the levying of a penalty equivalent to KRW 65,750 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 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.  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
28	Recoupment/ Replenishment of Bank Guarantees by the OSP	The OSP agrees to ensure that in the event a bank guarantee is encashed by	Ministry.  Any violation shall entail a penalty equivalent to 10% of the Bank Guarantee to

	in the event of encashment of Bank Guarantees by the Ministry.	the Ministry, the OSP shall recoup that Bank Guarantee within two weeks of its encashment.	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	Non-availability of hunting CCTV live feed	The OSP agrees to ensure that he/she shall provide hunting CCTV live feed of the ICAC to the Mission.	
30A	Online appointment system with live tracking	The OSP agrees to provide online appointment system with live tracking.	Any violation shall entail a penalty equivalent to number of days of non-
30B	Smart Queue management system linked with appointment system	The OSP agrees to provide Smart Queue management (SQM) system linked with appointment system.	availability multiplied by KRW 131,500.
30C	Access to monitoring system	The OSP agrees to provide the Mission the access to Dash Board/monitoring system.	
30D	Whats app bot/Chat bot	The OSP agrees to provide Whatsapp bot/Chat bot	
30 E	CSAT at ICAC	The OSP agrees to provide Customer Satisfaction Survey (CSAT) at each Counter	
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/shall obtain and submit	Any delay beyond the prescribed period shall

33	Delay in submission of Insurance Policy in respect of the ICAC	he/she obtain and submit to the Mission the requisite Insurance in respect of the ICAC within 3 months from	657,500 per day till the time the certificate is furnished to the Mission concerned.  Any delay beyond the prescribed period shall entail a penalty of KRW 657,500 per day till the time
34	Delay in submission of Third Party Audit Report	The OSP must conduct a	Any delay beyond the prescribed period shall entail a penalty of KRW 657,500 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 KRW 65,750 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	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 applications.	The OSP shouldmandatorilyprovide4S MSupdatesfor application received in person at ICAC as well as Mission/courier applications: i) on receipt of application in the ICAC, ii.on dspatch of documents to the Mission, iii. on receipt of documents in the ICAC from the Mission and iv. Intimation of despatch to applicant by Post/courier or intimation to applicant to collect in person. All these information should also be uploaded to the website tracking system on a real-time basis.	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 penalty of KRW 32,875.
38	Delay in availability of appointment at ICACs.	OSP should ensure that the appointment slots are available for submission within 07 working days.	If two warnings given to the OSP remain unheeded, violations may lead to imposition of penalty @ KRW 263,000 for the first time of such violation, KRW 657,500 for the second

39	Phone calls rate after the free prescribed time limit(five minutes).	OSP can charge <u>normal</u> <u>call charges</u> after the prescribed free time limit (five minutes). Special / higher call charges are not permitted.	violation, KRW 1,315,000 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.  If two warnings given to the OSP remain unheeded, violations may lead to the imposition of penalty @ KRW 263,000 for the first time of such violation, KRW 657,500 for the second
			violation, KRW 1,315,000 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.
40a	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 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.
40b	For those applications where no-responses have been received within 21 days from the date of intimation to the Applicant or applications	The applications shall be duly returned to the applicant alongwith refund of the GoI fees after deducting bank/agency charges, if any,	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

	which remain incomplete after 21 days.	within one month. The charges for returning the applications, if	the OSP per application.
		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.	
40c	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 applications on monthly basis may lead to a penalty of KRW 263,000 per week till the submission.
41	Delay in submission of monthly certification regarding personal records of applicants.	The OSP agrees to 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 KRW 657,500 on monthly basis till submission of monthly certification.
42	Any other violation which is not mentioned above, including violation of charges for optional services(OSs)not listed in the approved list.	Charging for Optional Services(OSs)not listed in the approved list of OSs and any other violation not mentioned in the SLA.	If two warnings given to the OSP remain unheeded, violations may lead to imposition of penalty @ KRW 263,000 for the first time of such violation, KRW 657,500 for the second violation, KRW 1,315,000 for the third violation and any further violation may lead to encashment of the Bank Guarantee and termination of the Agreement.

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NOTE: The above-mentioned list of service levels and penalties is illustrative and not exhaustive. Repetitive violations of the terms and conditions of the RFP/Agreement may lead to encashment of Bank Guarantee and termination of the contract.

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## CHAPTER XIII: CONFIDENTIALITY AND PRIVACY LAWS (Annexure - II)

- 1. i. The OSP shall ensure complete confidentiality of the information provided by the applicants; for the safe custody of all documents; and will further ensure that the information provided by the applicants it is used for no other purpose than the processing of the applications in conformity with Indian and local laws. The OSP shall indemnify the Mission in the event of any leakage of such information, or loss of passports/documents, during handling of the CPV Application services by it, its staff or its assigned personnel and any consequential claim made by the applicant/applicants or any local Government authority. Every incident of loss of passports/documents shall invite a penalty of KRW 1, 333, 696/- per passport or document lost/damaged. In addition, the entire cost of replacement and expenditure on legal and related issues including penalties imposed by any judicial, quasi-judicial body and legal costs claimed by the applicant in this regard shall be borne by the OSP.
- ii. The OSP shall ensure access of authorized officials from the Mission(s) to visit and inspect ICAC premises, equipments and documents.
- iii. The OSP shall ensure that its officials, staff and sub-contractors do not represent themselves as an official or agency or organ of the Mission/Ministry or of the Government of India. Any violation in this regard will result in the imposition of penalties against the as provided in the RFP/SLA.
- iv. Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval of the Ministry. All material supplied to the Ministry/Mission(s) in relation to the Bidding Company's proposal becomes the property of Ministry/Mission(s) and may not be returned to the Bidding Company unless requested in writing beforehand and agreed to by the Ministry.
- v. The OSP is fully responsible for the security and confidentiality of personal and biometric data of the applicants seeking services in the ICAC and must ensure strict compliance with relevant laws in operation.
- vi. The OSP is required to comply with all national laws of the country of its operation related to privacy and data security. The OSP is solely responsible for any breach/violation of the local laws in this regard and would in no way seek the involvement of the Ministry/Mission in any form, whatsoever.