

शिजस्थान RAJASTHAN

262196

# ANNEXURE-6 SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") for various services is made and executed at Jaipur on this 32 /09/2022 by and between

RAJCOMP INFO SERVICES LTD. ('RISL'), a wholly owned company of the Government of Rajasthan Incorporated under the provisions of the Companies Act, 2013 / 1956 having its registered office at C Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) (hereinafter referred to as "RISL" / "Service Recipient") which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, executors, administrators and/or any survivors or survivor of the FIRST PARTY

#### AND

Naman Enterprises, BRN (Business Registration Number) -0915720000000014 and having its registered office at Village Danta, Post Gegal, Ajmer, Rajasthan\_ (hereinafter referred to as \_\_\_\_\_ which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, permitted assigns legal representatives, executors, administrators of the SECOND PARTY, referred as Service provider

#### WHEREAS

A. Department of IT & Communication (DoIT&C), through RajCOMP Info Services Ltd. (RISL), in collaboration with District e-Mitra Societies (DeGS), is running e-Mitra project. e-Mitra project is an integrated IT enabled platform for delivery of various services and information to rural and

(R. K. Sharma)
Technical Director

FOI NAMAN ENTERPRISES

Proprietor

क्रेता का नाम स्टब्स किया के 19/22 केता का नाम स्टब्स किया प्रतित पिता/बति किया स्टब्स के 12/10 के 12 नास्ते के हस्तामर अशोक सिंह सवत स्टब्स केण्डर (ला.नं. 60/19) भूणाबाय, जयपुर रोड, अज्ञमेर

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urban masses under single roof by setting up of kiosks at various locations in all districts across Rajasthan with the objective of ushering in e-Governance in the State. e-Mitra Project is being implemented on a 3-tier model. The first level is that of DoIT&C/RISL. At the second level, there are Local Service Providers (LSPs) selected through open tendering process by RISL & at the third level are the kiosk holders selected by LSP with whom they have signed Agreement / MoU. RajCOMP Info Services Limited (RISL) is the executive agency under the e-Mitra project on behalf of the Government of Rajasthan. District e-Governance Societies (DeGS) are Societies formed in all districts under the chairmanship of District Collector to facilitate and monitor implementation and operation of various e-governance initiatives including e-Mitra in the respective districts. The DeGS is responsible for the day-to-day monitoring and management of the project at district level. The mechanism of service delivery consists of a Back Office and a Front Office. The Back Office contains infrastructure and application required to enable the system while Front Office hooks on to the back office and provide interface between citizen and government. Front Office management is carried out through Local Service Providers.

- B. Naman Enterprises has developed the service of Darji Online to facilitate the people using e-Mitra Platform. In this service Naman Enterprises provide customize apparel through eMitra platform.
- C. RISL & Naman Enterprises are desirous of joining hand for the above-mentioned service through e-Mitra website (www.emitra.rajasthan.gov.in, hereinafter referred to as e-Mitra Portal).
- D. The distribution of service given above by Service provider through www.emitra.rajasthan.gov.in shall be using the web services integration method of distribution. In this method, service provider would provide APIs to e-Mitra portal for them to connect with service provider backend for accessing services on service provider platform and also to perform other available processes.
- E. Both Parties have confirmed to join hands for providing "Darji online" product distribution service through e-Mitra portal on following terms and conditions.

The term "Party" shall refer to RISL and <u>Naman Enterprises</u> individually, while collectively they shall be referred to as the "Parties".

Now, it is hereby agreed by and between the Parties hereto as follows:

IN consideration of due observance & performance of all the terms and conditions mentioned in this Agreement, RISL and Naman Enterprises agree to sign this Agreement on non-exclusive basis to provide support for sale of "Darji online" as per conditions contained in various parts, annexures which are integral parts of the Agreement and are binding between the Parties.

1. Non-Exclusivity: Naman Enterprises understand and agrees that Agreement is on "Non-exclusive Basis".

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- 2. Scope of services: RISL shall provide following services through eMitra of "Darji Online" to customers. Transaction once successful on e-Mitra i.e. e-Mitra transaction id is generated will not be cancelled at any stage. Consumer will consider date of generation of e-Mitra transaction id as the date of availing the service.
- 3. Specifications of work, conduct, requirement, standards and operating procedures: Service Provider hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in Agreement without any deviation and reservation of any kind, unless mutually agrees between the parties at any given time.

## 4. Commencement of the Agreement:

- 4.1 This Agreement shall become effective upon the date first hereinabove written ("Effective Date"). This Agreement shall be valid for a period of 5 (five) years from the signing of Agreement and may be extended on terms and conditions as mutually agreed by both Parties, 2 (two) months prior to the expiry of the Agreement.
- 4.2 In case, any future statutory provision warrants variation in the Agreement, in any material way, both Parties will in good faith use their best endeavour to agree to such terms and conditions as may be necessary. However, in case of no such Agreement can be reached, either Party shall have the right to withdraw from this Agreement.
- 4.3 The effect of withdrawal from the Agreement under clause 4.2 would be that the Agreement shall stand terminated with immediate effect.
- Extension: After five years the Agreement may be extended for another five years based on performance of service provider and mutual Consent of both parties.
- Exit Clause: Either party may, by giving 60 days' notice in advance to the other party, exit from
  Agreement and the Agreement shall stand terminated on expiry of 60th day from receipt of
  such notice.
- 6.1 Cancellation or termination or expiry of Agreement shall not relieve or release either party from making payments which may be owing to the other party under the terms of the Agreement
- 7. General obligation of Naman Enterprises: RISL reserves the right to suspend the operation of this Agreement, at any time, due to change in its policy or upon directions from the competent government authorities. In such a situation, RISL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, suspension of the Agreement will not be a cause or ground of extension of the period of Agreement and suspension period will be taken as period spent.

That the service provider will not try/allow the eMitra Kiosk operators/holders working under eMitra project (including their family members) & LSP's work force to associate directly or indirectly in any manner as distributor, dealer, wholesaler, retailer, supplier, vendor, agent, sales agent, broker, channel partner, etc.

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That the service provider will not promote its self-service portal (if any) to eMitra Kiosks (including their family members) & LSP's work force.

That if any of above non-compliance is detected, RISL will be at sole liberty to terminate this agreement with immediate effects and the concerned Kiosks/LSP would also be deregistered from the eMitra portal. Consequently, both the entities will be blacklisted to ensure that they cannot engage with Government of Rajasthan for any kind of business activity at any point of

Service provider will have to work in strict compliance of the terms and conditions mentioned in the Memorandum of Understanding (MoU) and ensure compliance of all the above points.

# 8. e-Mitra Service Charges and Payment Procedures:

8.1 RISL (e-Mitra) Services charges as below:

e-Mitra Service charges are as below:

S. No.	Service Name	Transaction Amount in Rs.	Proposed RISL Share	Remarks
1.	Darji Online	Transaction amount will be as per pack value and charged from customer.	5% of pack value (inclusive of GST)	Transaction amount will be charged from customer.  RISL service charge is inclusive of GST. RISL will retain its service charge and pass remaining amount to eBazaar and eBazaar further retain its logistics service charge & eBaazaar service charge and pass remaining amount to Naman Enterprises

8.2

#### **Account Details**

RISL, for e-Mitra, will transfer the funds collected against this service to eBazaar after retaining its service charge for further disbursement to Naman Enterprises .

8.3

### Settlement Model

The amount collected online for service mentioned in this Agreement will be transferred by RISL eMitra team to eBazaar team after retaining its service charges. (Net amount transferred= Bill amount-(eMitra service charges inclusive of GST)+ TDS). TDS amount of the commission/service charge at applicable rate as per statutory provision of Income tax Act 1961 and rules made thereunder, will also be transferred by emitra team to eBazaar to further transfer it to Naman Enterprises as part of TDS wherein Naman Enterprises shall deposit TDS to concerned Government Department and submit 16 A certificates at end of each quarter to RISL as compliance proof. For this agreement the e-bazaar team would disburse payment against the services after retaining its charges i.e. service and logistics as per the terms of agreement.

(R. K. Sharma)

Technical Director

## 8.4 Invoice for commission charges:

RISL will raise a single invoice on monthly basis to Naman Enterprises mentioning details of the number of transactions during the period. If any shortcoming is found in raised invoices, Naman Enterprises would communicate the same to RISL within 15 working days of receiving the invoice. After 15 days RISL will not be responsible for any shortcoming. This will not apply on RISL.

#### 9. Trademarks/Logos

- 9.1 RISL acknowledges that any Naman Enterprises trademarks, including but not limited to, "
  Naman Enterprises" or any other trademarks used or adopted by Naman Enterprises in the
  conduct of its business are the sole property of Naman Enterprises an affiliate of Naman
  Enterprises, and that, subject to the terms of this Agreement, only Naman Enterprises or its
  parent company or any affiliated company has the right to use such trademarks. Naman
  Enterprises acknowledges that any RISL trademarks are the sole property of RISL and that,
  subject to the terms of this Agreement, only RISL or its designated licensees have the right to
  use such trademarks.
- 9.2 Both Parties agree that all the trademarks, logos, trade names of Parties are the proprietary marks of respective Parties and neither Party shall have expressed or implied right on the Intellectual Property of the other Party.
- 9.3 Each Party shall have the right, during the term of this Agreement, to include the other Party's trademarks or logos in its advertising or promotional literature, without any royalty, provided that the other Party has given its prior approval, in writing, to such inclusion.
- 10. Warranty: Naman Enterprises\_hereby expressly warrants that the services as specified herein shall be efficiently provided by Naman Enterprises with high quality standards as specified by RISL from time to time. The standards and specifications as set by the RISL shall be strictly adhered to by the Naman Enterprises without any qualifications. Not withstanding anything contained in this agreement, e-Mitra is in no manner providing any kind of services to the citizens under the scope of this agreement. E-Mitra platform is merely a facilitator to book service to be provided by the second party. Any risk, loss, damage, deficiency etc. incurred by the citizen or any third party shall be sole responsibility of the second party.

## 11. Default and Termination:

- 11.1 Either Party may terminate this Agreement for default in the event of a material breach of this Agreement by the other Party if such breach continues for a period of 60 (sixty) days after written notice of intention to terminate describing the default is given by the non-breaching Party.
- 11.2 Either Party may terminate this Agreement with immediate effect, if the other Party files for bankruptcy or enters into liquidation or becomes or is deemed to be insolvent or has a trustee or receiver appointed over all or some of its asset, or any similar event or proceeding occurs in any jurisdiction.

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- 11.3 Either Party may terminate this Agreement upon 60 days written notice to the other Party with or without assigning any reason.
- 11.4 It is agreed that in the event, Naman Enterprises is unable to get necessary permission / license/ Extension licenses of business/ Service, Approval etc. from any statutory authorities, in such are situation RISL shall have the right to rescind this Agreement by giving reasonable notice.
- 11.5 Upon termination of this Agreement for any reason, Naman Enterprises may immediately disconnect the Service Providers from the Naman Enterprises processing centre(s) and no further transactions may be affected on or through the Naman Enterprises system.
- 11.6 In the event of termination of this Agreement, Sections and such clauses as by its very nature are meant to survive will survive termination indefinitely as necessary to effectuate their purpose.
- 11.7 On termination or surrender or expiry of this Agreement, any sums payable under this Agreement and which are unpaid on the date of termination shall forthwith become due and payable by Parties.

#### 12. Indemnification:

- 12.1 Both Parties hereby undertakes to keep each other indemnified and harmless in all cases where any Party faces any penalty due to any breach by other Party. However, Naman Enterprises\_will be party to the dispute raised by customer/ kiosk only with respect to the services delivered Naman Enterprises under this Agreement.
- 12.2 RISL shall not be liable to Naman Enterprises or any other party consequent upon termination of the Agreement for any reason whatsoever for any claim for loss or profits or any anticipated transactions from RISL or on account of any expenditure, investments, leases or any other commitments made by <a href="Service provider">Service provider</a> in connection with the Agreement made in reliance upon or by virtue of the <a href="Service provider">Services under this Agreement.</a>
- 12.3 RISL's acceptance of any bills from Naman Enterprises\_after the termination / expiry of this Agreement shall not be construed as a renewal or extension of the Agreement nor as a waiver of termination.
- 12.4 Naman Enterprises shall make all endeavours to ensure that no fraud of any kind, contractual, criminal or otherwise is committed in the matter of providing its services and matters connected therewith. Naman Enterprises shall be responsible for the costs and consequences thereof inter-alia outstanding dues, litigation, losses, damages or loss suffered / to be suffered by RISL etc.

# 13. Miscellaneous:

- 13.1 Naman Enterprises shall perform their duty in strict compliance with all applicable laws in India along with rules and regulation of duly constituted government authorities in India and shall obtain all licenses, restriction or other approval, if any required by laws in India.
- 13.2 In connection with the services to be rendered hereby Naman Enterprises undertakes, affirms and agrees that Naman Enterprises is fully authorized to enter into this Agreement

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and subject to obtaining the necessary approval under applicable law, if any, required to perform this obligation here under according to the terms hereof.

#### 14. General Provisions:

- 14.1 <u>Severability:</u> If any terms or provisions of the Agreement are or shall be illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of the deed shall remain legal, valid and enforceable in such jurisdiction and the parties shall endeavor to substitute forthwith such other legal, valid and enforceable provisions as will most closely correspond to the legal and economic intent of such illegal, invalid or unenforceable term or provision.
- 14.2 Waiver: The failure of either Party to insist upon strict adherence to any material term or condition of this Agreement or to exercise any material right arising from this Agreement on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other material term or condition of this Agreement or to exercise that material right or any other material right of this Agreement.
- 14.3 **No Joint Venture:** This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, agency or formal business organization of any kind. **Naman Enterprises** and RISL shall be independent contractors with each other for all purposes at all times and neither Party shall act as or hold itself out as agent signed by the principal, nor shall either Party create or attempt to create liabilities for the other Party.
- 14.4 Language: This Agreement has been made and signed in the English language. All documents, specifications, handbooks and correspondence shall be made in the English or Hindi language.
- 24.5 Notices: Unless otherwise stated in this Agreement, any notice required or permitted to be given under this Agreement, shall be given in writing and shall be delivered by hand or sent by registered mail to the address of the other Party first set forth above or to such other address as a Party may designate to the other by written notice. Notice shall be deemed effected on the date when delivered, in the case of delivered by hand, or on the date of delivery as evidenced by the signed return receipt, in the case of delivery by mail.

#### If to Naman Enterprises:

Sh. Shetha Singh

Proprietor, Naman Enterprises,

village Danta, Near Thakur Ji Temple, Post Gegal, Ajmer, Rajasthan-305023

#### If to RISL:

Officer-In-Charge (e-Mitra project)

New IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005

14.6 <u>Publicity:</u> No press release or any publicity of any nature regarding this Agreement shall be made without the other party's written approval. Naman Enterprises will not publish, nor cause to be published, any advertising, or make any representations oral or written, which might confuse, mislead or deceive the public or which are detrimental to the name,

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trademarks, goodwill or reputation of RISL / Government of Rajasthan. It is advisable that all advertising shall be got approved by RISL prior to publication.

- 14.7 Assignment: Either Party may, on written notice to the other, assign any or all of its rights and obligations hereunder to: (i) its Affiliate, and (ii) a third-party entity in connection with the transfer of all or substantially all of the business and assets of that party to such entity. Except as provided above in this Section 3, either Party may assign any or all of its rights and obligations under this Agreement to a third party only upon receiving the prior written consent of the other Party, which consent may be reasonably conditioned but will not be unreasonably withheld or delayed. The Parties agree that no assignments will be made unless the assignee agrees to accept in full the responsibilities and obligations of the assigning Party.
- 14.8 Entire Agreement: This Agreement shall supersede any prior understanding, agreement, written or oral, between the parties hereto with respect to the subject matters hereof.
- 14.9 Technology Risks: The site/ app of Naman Enterprises may require maintenance and during such time it may not be possible to process the service request. Naman Enterprises will take reasonable care to inform RISL of such maintenance activity including non-availability of API service well in advance. Naman Enterprises shall stop e-Mitra services at this end during maintenance activity to ensure that no e-Mitra transaction shall be successful during maintenance activity
- 14.10 Interpretation: All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation". Further, reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of this Agreement.

14.11 Naman Enterprises shall nominate a nodal officer for the purpose of interaction with RISL and DeGS/LSP/e-Mitra, so that there will be a single point of contact. Similarly, RISL shall also nominate a nodal officer for the purpose of interaction with Naman Enterprises for above services.

**Yodal Officer from e-Mitra:** 

(R. K. Sharma) Technical Director

Name

Sh. R K Sharma

Designation

Technical Director, DoIT&C

Mobile Number

Email-id

9413387309 rksharmadoit@gmail.com; rksharma@rajasthan.gov.in

Nodal Officer from Naman Enterprises:

Name

Sh. Setha Singh

Designation

Proprietor

Mobile Number

9610088970

Email Id

darjionline2017@gmail.com

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(R. K. Sharma)

Technical Director

- 15. Force Majeure: Both Party shall not be liable for failure or delay in performing their obligations under these Agreement if such failure or delay is due to circumstances beyond their reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, pandemic, lockdown, terrorist or other attack, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the services.
- 16. Dispute Resolution / Arbitration: Any question, dispute or differences arising out of or in connection with this Agreement or breach, termination or validity hereof, shall be settled by Arbitration conducted in Rajasthan, Jaipur in accordance with the Arbitration & Conciliation Act 1996 any modifications or re-enactments thereto and relevant laws and regulations in force at that time in India. All such disputes and differences which may arise between the parties hereto as to the meaning, construction or effect of any of the terms and provisions of this Agreement or as to the right or claim of either party under this Agreement shall be referred to Arbitration. Parties agrees that the sole Arbitrator will be Commissioner, IT&C, Government of Rajasthan. The language of arbitration shall be English or Hindi. Any Order / Directions / Awards of the Arbitration shall be final and binding on both the Parties. Place of Arbitration will be Jaipur.
- 17. Governing Law and Jurisdiction: This Agreement shall be construed, interpreted and governed by the laws of India and, in case of any dispute, the Jaipur Court alone shall have the territorial jurisdiction to adjudicate upon the matter.
- 18. Set Off: Any sum of money due and payable by the Naman Enterprises under this Agreement or otherwise shall be appropriated by RISL and the same shall be set off against any claim by Naman Enterprises for payment of sum of money arising out of this Agreement or other agreements(s) made by Naman Enterprises or its affiliated with RISL.
- 19. Non Disclosure Data Privacy Service Provider undertakes that it shall not at any time disclose any information/data concerning (i) the business, affairs, customers, clients and (ii) the operations, processes, product information, recipes and formulae, know-how, designs, trade secrets of customers received by the service provider under the scope of the agreement. Violation of the above shall be construed major violation of the agreement and the agreement will terminate forthwith and RISL will be at the liberty to proceed against the service provider as per law and may also forfeit bank guarantee. Add this point in definition "Confidential Information" For all purposes of this Agreement, the term "Confidential Information" shall collectively refer to all non-public information or material/data disclosed or provided by one party to the other, either orally or in writing, or obtained by the recipient party from a third party or any other source

The Agreement including the Annexure, constitute the entire Agreement of the Parties with respect to the matters herein contained and all its terms and conditiona are binding between the Parties and

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(R. K. Sharma)
Technical Director

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superceded all prios agreements and understabnding between the Parties whether written or oral, The Agreement shallbe signed by the authorised representatives of both Parties. In witness whereof, the Parties have causes this Agreement to be executed and delivered by the duly authorised officers:

Signed By:	Signed By:
Technical Director Technical Director Department of IT&C, Govt. of Rajasthan In the presence of:	FOR NAMAN ENTERPRISES  SETHA SINGH RAWAT  Designation: Proprietor  ≤ Naman Enterprises ≥  In the presence of:
(उमेश चन्द जोशी) सिस्टम एनालिस्ट (संयुक्त निदेशक) व्यूमणाव्याक्षिकिक्षा (स्वावकार्याका)	SEVA SINGH RAWAT  Designation: Admin officers  Naman Enterprises >
राजस्थान, जयमुर जा उन्न ता	SHIVRAJ SINGH RAWAT
Department of IT&C, GOVI. of Rajasthan (NOTE:- Signature of both the Parties and the sta	Designation: Sales Mangers  ≤ Naman Enterprises ≥  mp/seal on each page of MoU is essential)

## Annexure A: General Terms & Conditions

- 1. RISL reserves the right to change the terms of trade from time to time with notice period of 30
- 2. RISL reserves the right to withhold or delay the amount to be transferred to Naman Enterprises\_in case of pending disputes in matters such as bill not deposited or cancellations wherein the amount withheld by RISL may not be more than disputed amount plus penalties (if any). For the sake of clarity, penalties in the above clause shall mean late fee that is charged to the customer on the disputed bill.
- 3. RISL's decision will be final on all matters relating to the business and will be binding on Naman Enterprises
- 4. Naman Enterprises shall comply with all applicable laws, bye Laws rules, regulations, orders and directions notifications etc. of the Govt./Court/Tribunals and shall also comply with all directions issued by RISL and provide RISL with all information and cooperation that RISL may reasonably require from time to time.
- 5. Naman Enterprises\_has to fully cooperate with RISL to investigate any compliant from the public, e-Mitra kiosks or RISL's team.
- Naman Enterprises shall fully indemnify, defend & hold RISL harmless from and against all claims, liability, losses or damages recoveries, proceedings, actions, judgements costs, charges & expenses which may be made or brought or commences against RISL or which RISL may or may have to bear, pay or suffer directly or indirectly in connection with any breach Naman Enterprises agreement by Naman Enterprises
- 7. RISL shall not be liable for any act of commission or omission of any third party.
- Naman Enterprises shall pay all dues & outstanding to RISL during the currency of assessment or on termination of the Agreement as the case may, even if any dispute is pending between the Naman Enterprises & RISL.
- 9. Agreement has to be made on non-judicial stamp paper of Rs 500/- of Rajasthan state and copy of the agreement will be kept with either of the party will serve as good as original agreement in case of any dispute.
- 10. Naman Enterprises\_will have to abide by the policy rules, regulations & instructions of RISL and other government bodies as revised / modified from time to time.
- 11. If any dispute received from customer regarding these services, it may be dealt by Naman **Enterprises**