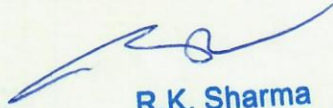
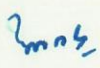




Memorandum of Understanding

1. DETAILS AND ACCEPTANCE

Date of Execution: <u>18/04</u> , 2022	
RISL, Jaipur Address for notices Acceptance Signature Name Title	RajCOMP Info Services Limited, Government of Rajasthan, Jaipur (RISL) New IT Building, Yojana Bhawan, Tilak Marg, C Scheme, Jaipur RISL agrees to the conditions of this MoU.  R.K. Sharma Additional Director R. K. Sharma Additional Director, DoIT&C For & on behalf of Chairman and Managing Director, RISL, Jaipur
DoT, Jaipur Address for notices Acceptance Signature Name Title	Department of Tourism, Jaipur Paryatan Bhawan, Sanjay Marg, Opposite of Vidhayakpuri thana, M.I. Road, Jaipur-302001 Department of Tourism agrees to the conditions of this MoU  Anand Kumar Tripathi Additional Director (Administration & Development) For & on behalf of Governor and Department of Tourism, Government of Rajasthan, Jaipur

This Memorandum of Understanding is signed on the 18th day of April 2022 between RajCOMP Info Services Limited, Jaipur a company incorporated under the provisions of Company Act, 1956 & having its registered office at New IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur and Department of Tourism having its registered office at Parayatan Bhawan, Sanjay Marg, Opposite vidhayakpuri Police Station, M.I. Road, Jaipur.


R.K. Sharma
Additional Director

57

7 APR 2022

संख्या ५७
दिनांक ०७/०४/२०२२
विभाग जयपुर

महोदय विजय

जयपुर जिला

विमला शर्मा

सा. संख्या ५७/२०२२
जिला एवं सत्राधीन न्यायालय
जयपुर

7 APR 2022

राजस्थान राज्य अतिरिक्त न्यायाधीश
अध्यायक न्यायाधीश

100
50
100

R.K. Sharma
Additional Director

R.K. Sharma
Additional Director

2. DEFINITIONS

Item	Definition
B2C Service	Service offered/sold by private business to the public
DeGS	Society formed under instructions of DoIT&C at district level with District Collector as Chairman for implementing e-Governance projects in the district i.e. e-Mitra Society
DoIT&C	Department of Information Technology & Communication, Government of Rajasthan
DoT	Department of Tourism
GST	Goods & Service Tax
LSP	Local Service providers appointed by RISL under the e-Mitra Project
Kiosk holder	Internet kiosk holder appointed by LSP and certified by DeGS/RISL under the e-Mitra Project.
Payment Aggregators	Service Providers such as BILLDESK, PAYU etc. that are integrated with e-Mitra / Rajasthan Payment Platform for payment gateway services.
MoU	Memorandum of Understanding.
RISL	RajCOMP Info Services Ltd.
RPP	Rajasthan Payment Platform - RISL has developed the Rajasthan Payment Platform (RPP) - a common platform to be utilized by all Government Departments / Institutions / Corporations / Universities etc. for facilitating its users/citizens for making payment against services offered on their website/application.
UPI	Unified Payments Interface.

3. PREAMBLE

- 3.1 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 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.
- 3.2 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 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.
- 3.3 RajCOMP Info Services Limited (RISL) is the executive agency under the e-Mitra project on behalf of the Government of Rajasthan.
- 3.4 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.
- 3.5 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.

4. SERVICES

4.1 Department of Tourism has taken the initiative to provide service of online application form filling and collection of the corresponding fees from applicant through e-Mitra Platform and the option provided by Department of Tourism for Guide Training Course Entrance Exam. The process of service delivery will be as below:

4.1.1 **Application form filling-** The kiosk holder will have to follow the steps mentioned below for filling up the application form E-Mitra kiosk will login into e-Mitra portal using his / her credentials and fill the necessary details of applicant in application form as discussion with him.


R.K. Sharma
Additional Director

1. Applicant will re-verify & revalidate the details filled by kiosk and confirm the kiosk holder for final submission of form. Kiosk holder will submit the form after confirmation from applicant.
2. Once the form is submitted by kiosk after confirmation from applicant, no changes or corrections can be made at the end of kiosk.
3. Kiosk will give him the unique transaction id (mentioned on the receipt generated through e-Mitra portal) and charge Rs. 50/- as e-Mitra service charges from applicant for availing service of filling online form with payment. (inclusive of GST)
4. Necessary rate chart must be displayed by Kiosks for such purpose.

4.1.2 Deposition of fees at e-Mitra kiosk- Applicant can fill the form on its own and can avail the services of e-Mitra kiosk and the option provided by DoT for deposition of fees.

1. Kiosk will give him the unique transaction id (mentioned on the receipt generated through e-Mitra portal) and charge the below rates as e-Mitra service charges from applicant for availing service of making payment.

S. No.	Name of the Service	e-Mitra Service Charges*	Remarks
1.	"Collection of demand note / fees / dues" for exams / recruitments / registration / govt. schemes etc. at e-Mitra kiosk.	Rs 10/- per transaction (For fees up to Rs 2000/-) Increase Rs. 2/- per thousand (on amount above Rs. 2000/-)	These charges are inclusive of GST and will be paid by the applicant.

4.1.3 Making payment of fees through Debit Card/Credit Card/Net Banking/UPI or through mwallets-

1. In case any applicant has filled the form on his own, he/she can make the payment of fees through Debit Card/ Credit Card/Net Banking/UPI or through mwallets using the payment gateways available via association of RISL with banks at the time of transaction and other option provided by DoT.

S. No.	Name of the Service	e-Mitra Service Charges*	Remarks
1.	Making payment of fees, online using DC/CC/Net Banking etc., through Online e-Mitra Payment Gateway	Rs 10/- per transaction	Transaction Processing Fees** charged by the Bank / Payment Gateway Aggregator will be borne by the Applicant.

* These charges are inclusive of GST and will be paid by the applicant.

- 4.2 This MoU will not restrict the rights of any or all the parties to request for changes in the relationship during the tenure of this MoU, which is agreeable to all the parties.
- 4.3 Both parties also agree to modify the scope of work, terms & conditions and arrangement with mutual consent.

5 GENERAL CONDITIONS

5.1 ROLE AND RESPONSIBILITIES OF RISL

- 5.1.1 RISL will coordinate, facilitate and spread awareness for the services of DoT.
- 5.1.2 RISL shall ensure the availability of latest and updated details of e-Mitra kiosks functioning in Rajasthan on e-Mitra portal.
- 5.1.3 Kiosk holder will generate receipt for submitting of online application and payment of fee on e-Mitra portal and give the same to the applicant.


R.K. Sharma
Additional Director

- 5.1.4 RISL will provide the customized training on the e-Mitra application regarding delivery of above services to all the concerned, till the satisfactory authority if necessary.
- 5.1.5 RISL shall be responsible for the smooth & unhampered functioning of e-Mitra portal during the period of this MoU.
- 5.1.6 RISL shall not be liable to DoT for any type of loss or damage arising out of use of **Guide Training Course Entrance Exam portal**.
- 5.1.7 Online reports regarding transactions / payments will be available to DoT on reportsemitraapp@rajasthan.gov.in.
- 5.1.8 In case of deficiency in the services, RISL shall be liable for all kinds of loss or damage, if any, arising out of use of e-Mitra portal during the period of this MoU.

5.2 For form(s) filling and making payment of fee at kiosk/ through internet:

1. The applicant shall be charged fee as per the fee details provided by DoT along with the service charges mentioned at clause 6.1, as applicable. Service charges as per clause 6.1 will be borne by the applicant concerned availing the services through e-Mitra.
2. RISL shall retain their specified share of the transaction/service charges as per clause 6.1 and transfer the actual fee amount as prescribed by DoT to the **DoT's Budget Head** as mentioned below within T+2 RISL working days, where T is the transaction date.
3. The detail of aforesaid **DoT's e-Gras budget head** for transferring actual fees amount is as under: -

a. For e-Gras

Dept. Code	103 - Tourism Department
Major Head	1452 - Tourism
Sub Head	00
Minor Head	800 - Other Receipt
Sub Head	01
Group Head	00
District	Jaipur
Office Name/Office Code	Department of Tourism, Head Office, Jaipur Code - 14925
Treasury	Secretariat, Jaipur

4. Beyond T+2 RISL working days, interest @ of 12% per annum will be payable by RISL for the delay of payment on the delayed amount.

- 5.3 It is obligatory on the part of LSP to ensure the smooth and efficient working and also to control the activities of kiosk holders. If at any stage the kiosk holder of the LSP indulges in any fraudulent activity like (but not restricted to) collection of excess charges etc., then the RISL shall be liable for taking instant legal action against the kiosk holder/LSP, if found guilty.

5.4 Role and Responsibilities of DoT

- 5.4.1 Manpower Resources: - DoT 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 DoT for above services.


R.K. Sharma
 Additional Director

Nodal Officer from e-Mitra:

Name: Sh. R K Sharma
Designation: Additional Director, DoIT&C
Mobile Number: 9413387309
Email-id: rksharmadoit@gmail.com; rksharma@rajasthan.gov.in


Nodal Officer from DoT:

Name: Anand Kumar Tripathi
Designation: Additional Director (Administration & Development)
Mobile Number: 8963044460
Email Id: anandkt-dot@rajasthan.gov.in

- 5.4.2 Details of various fees to be charged from applicant will be provided by DoT.
- 5.4.3 DoT will make necessary arrangements in its portal to take care of last date of delivery of above services.
- 5.4.4 Access to relevant information: - DoT shall make available relevant static information and copies of Rules / Circulars in soft or hard copies from time to time to RISL. DoT shall be responsible for ensuring that the public gets only the latest information on delivery of above services.
- 5.4.5 In case of any chargeback query raised against any online transaction by competent authority, DoT shall promptly reply to that query. DoT will be solely responsible for any debit in its bank account due to non-responsiveness towards chargeback issue.
- 5.4.6 Within 15 days of last date of submission of online application; the nominated Nodal Officer of DoT shall reconcile the accounts based on transactions made at all districts through e-Mitra platform. DoT shall raise the issue, if any, in writing to RISL on account reconciliation within 90 days of last date of service. In case of no issue raised within stipulated timelines, it will be considered as the funds transferred by RISL to DoT are complete, full & final and no request of DoT regarding discrepancy in account reconciliation related to this service will be entertained thereafter.

6 Service Charges

6.1 RISL service charges:


R.K. Sharma
Additional Director

S. No.	Name of the Service	e-Mitra Service Charges*	Remarks
1.	"Application Form Filling" for exams / recruitments / registration / govt. schemes etc. at e-Mitra kiosk.	Rs 50/- per form	This service is optional. Applicant can fill the form on his own level as well.in that case exam fees and Payment Gateway Charges will be deposited/borne by applicant.
2.	"Collection of demand note / fees / dues" for exams / recruitments / registration / govt. schemes etc. at e-Mitra kiosk.	Rs 10/- per transaction (For fees up to Rs 2000/-)	Slab-wise e-Mitra service charges.
3	Making payment of fees, online using DC/CC/Net Banking etc., through Online e-Mitra Payment Gateway	Rs 10/- per transaction	Transaction Processing Fees** charged by the Bank / Payment Gateway Aggregator will be borne by the Applicant.

* These charges are inclusive of GST and will be paid by the applicant.

- 6.2 No additional charges will be taken from the applicant beyond prescribed rate.
- 6.3 No charges under this MoU and as also towards any other incidental expenses, stationery, etc. shall be borne by DoT and entrustment of the work to RISL under this MoU shall constitute full and adequate consideration for all the parties of this MoU and also for all concerned.

7 Indemnity

- 7.1 DoT shall not be responsible for any claim/damage awarded for the deficiency in service attributable to any act of omission/fraud/theft/missing etc. committed by the staff of kiosks holders set up by LSP either willfully or by negligence or whatsoever.

8 Publicity

- 8.1 DoT and RISL would also ensure necessary publicity on e-Mitra portal and the kiosks running in the State.

9 ARBITRATION

- 9.1 Any dispute arising between the parties under or in connection with this MoU, shall be referred under the Arbitration & Conciliation Act, 1996 to sole Arbitrator Commissioner & Joint Secretary, IT&C, Govt. of Rajasthan; and its decision shall be treated as final and binding upon the parties hereto.

10 Duration

This MoU shall be effective till rescinded by both the parties with mutual consent.

WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first hereinabove written.

Signed for
RISL


R.K. Sharma
Additional Director



(Additional Director)
Name : R. K. Sharma
On behalf of CMD, RISL

Signed for
Department of Tourism


(Anand Kumar Tripathi)
Additional Director


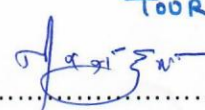
Additional Director (Administration & Development)
Name : Anand Kumar Tripathi
On Behalf of Governor
Department of Tourism,
Government of Rajasthan

In the presence of witness

1. 
2. 
पुष्प मल गुप्ता
आड-1
टूरिज्म-कम-प्रोग्रामर (उप निदेशक)

(NOTE: - Signature of the Both Parties and the Stamp / Seal on each page of MOU is essential).

In the presence of witness

1. 
GYAN PRAKASH, PROGRAMMER
TOURISM DEPARTMENT
2. 
NEERAJ KUMAR,
AAD-1
TOURISM DEPTT., RAJ. JAIPUR