

## MODEL CSC-OPERATOR AGREEMENT

This AGREEMENT is made on this the.....day of....., 2015 (hereinafter known as the effective date) as per provisions contained in the notification No. Admn/299/1SIT/1076 dated 8<sup>th</sup> January, 2014, Government of Haryana, Electronics & Information Technology Department, entitled “**Haryana e-Seva Scheme for Common Service Centres, 2014**” including any amendments to this scheme.

### **BETWEEN**

The Deputy Commissioner Fatehabad in the capacity of Chairman of the District Information Society of Fatehabad District (herein after called **DITS**) which expression shall, unless repugnant to the context, include its successors, administrators, liquidators, assigns and legal representatives, of the first Part;

### **AND**

....., aged about.....years, S/D/W of....., residing at....., selected under the “Haryana e-Seva Scheme for Common Service Centers, 2014”, has been selected as the Village Level Entrepreneur (VLE) / Urban Level Entrepreneur (ULE) and hereinafter referred to as the Common Service Center Operator (**CSC-OPERATOR**), of the Second Part;

### **WHEREAS**

a) The Electronic Service Delivery Agency (**eSDA**) is an agency under the aegis of Government of Haryana, under the Haryana State Electronics Development Corporation (**HARTRON**), has been designated as the nodal agency by Haryana State Government to implement, provide operational facilitation, administer and govern the implementation of the Common Service Centers (**CSC**) under the said Haryana e-Seva Scheme notified on 08.01.2014 including any further amendments to the Scheme that may be applicable to the context of this agreement;

b) The DITS through a formal Memorandum of Understanding with eSDA, has been entrusted with the responsibility of carrying out the process of implementation, operational facilitation and monitoring of this Scheme at the district level;

**AND WHEREAS** the parties, hereto are reducing the said agreed terms into writing on the following terms, conditions, duties and liabilities.

**Now this agreement witnesses as follows:-**

**1. Term of Contract**

This agreement shall come into effect from the effective date and shall be valid for a period of three (3) years. The agreement would be renewed for a period as may be decided by the Government subject to the CSC-OPERATOR meeting the performance criteria and complying with requirements as required under this scheme / Government from time to time. Such request for renewal of the agreement shall be submitted in writing by the CSC-OPERATOR, 30 (thirty) days before the expiry of this agreement.

**2. Scope of CSC Services**

CSC is authorized to transact businesses and deliver services to the citizens from multiple government departments/ enterprises/ agencies generally referred to as Government-to-Citizen Services (G2C), besides the private and financial sectors generally referred to as Business-to-Citizen Services (B2C). With the thrust of the Government on social schemes and financial inclusion, Banking BC, UID (Aadhaar) Permanent enrollment and other related schemes/ services that keeps evolving in future are proposed to be offered through CSCs and the same shall be integral to the scope of services that would be offered through the CSCs. Besides, CSC shall also act as a service provider to various Government Departments, Boards and Corporations such as the ePanchayat Project of the Development and Panchayat Department, power utilities and optionally, as an Authorized Learning Center (ALC) of Haryana Knowledge Corporation Limited (HKCL). All these services would be notified from time to time and CSC shall strictly adhere to the prescribed norms governing delivery of such services.

**3. Jurisdiction**

The CSC allocated to the CSC-OPERATOR will cover a defined jurisdictional area as decided by the local Administration. However these would not be applicable in

respect of services that do not have any jurisdictional limitations. For those services where such jurisdictional limits apply, the CSC-OPERATOR shall perform their service delivery obligations limited to the following villages /localities, or part thereof

Location Code....., Location Name.....situated in Fatehabad District covering villages/localities.....

The CSC shall perform its obligations and deliver services within their jurisdictional limits as may be applicable, in respect of those services that have jurisdictional requirements. Changes to jurisdictional limits arising during the tenure of the agreement, if any, shall be specified by the DITS and the same shall be applicable.

#### **4. Premises**

- (i) CSC-OPERATOR shall have the option to operate the CSC either from Government building (where available) or from a private premises.
- (ii) If Government is unable to arrange for the CSC premises, the VLE has to arrange their private premises (within the time period specified by the District Administration) for starting the CSC operations. There will be a minimum set of requirements for these privately owned premises that includes size of the premises, infrastructure and facilities and ease of access to public, etc. which will need to be complied with as per the scheme requirements.
- (iii) In view of the option provided to the CSC-OPERATOR to operate from private premises, the premises and the facility has to be certified by the District Administration so that there is adherence to the prescribed minimum set of norms. Without such certification the CSC shall not be permitted to operate.
- (iv) If the CSC-OPERATOR decides to operate from the premises provided by the Government then the Government, the same shall be permissible under this scheme and shall depend on the availability of suitable premises. The District Administration, at its sole discretion, could change the location of such premises within the same village/ cluster of villages / locality during

the course of this agreement, due to unforeseen and/or other practical constraints. In such an event, the CSC-OPERATOR shall be obligated to relocate to alternative premises within a mutually agreed timeframe and no costs shall be payable to the CSC-OPERATOR in the event of such a change.

- (v) The CSC-OPERATOR would be under obligation to maintain the Government provided premises in a good condition and shall be responsible for its normal upkeep and security. The CSC-OPERATOR shall hand-over the premises at the end of the term of this agreement (or its pre-mature termination) in good condition, except normal wear and tear.
- (vi) For Government provided premises lease rentals would be charged @ 8% of the revenue income of the CSC subject to a minimum of Rs. 500/- per month based on the income during a calendar month and the same shall be payable by the CSC-OPERATOR to the DITS /owner department of the building on or before the 7<sup>th</sup> (seventh) day of the following month.
- (vii) The CSC-OPERATOR shall prominently display the Haryana e-Seva board in the premises of the CSC. The colour code, size design of the board and logos should be as per the specifications and norms of Haryana e-Seva. Further, the CSC-OPERATOR shall display in the prescribed format at the Haryana e-Seva centre all the services along with fee to be charged from the service seeker. The CSC operator shall also display publicity material provided through DITS pertaining to Govt. Schemes from time to time for the benefit of citizens and the same shall be done free of cost.

## **5. CSC Infrastructure & Expenses**

- (i) CSC-OPERATOR is responsible for providing necessary furnishings and IT Infrastructure at the CSC premises. This shall include minimum IT infrastructure (such as laptop/desktop PCs, printer/scanner, tablet PCs, network connectivity, etc.) as per prescribed technical specifications within 30 (thirty) days from the date of signing of this agreement. Such hardware and other IT infrastructure shall be compliant with the specified guidelines and shall be kept in a fully operational condition at all times during the

validity of this agreement. Upkeep, maintenance, security and insurance related to such equipment and premises shall also be the responsibility of the CSC-OPERATOR.

- (ii) All operating expenses of the CSC shall be borne by the CSC-OPERATOR. This shall include power consumption as per applicable rates based on the amount of power consumed, Internet connectivity charges and other operating expenses such as salaries to their employees, payment to their service agencies, consumables and other business related expenses. CSC-OPERATOR agrees to make all payments in full and in a timely manner so as to ensure uninterrupted operations and CSC services.

**6. Security Deposit (Electronic Wallet or e-Wallet)**

Since the CSC-OPERATOR would be authorized to deliver all the G2C services, including receipt of all Government Receipts and Utility/ ULB Payments, the CSC-OPERATOR/ would be required to maintain requisite transaction amount in their e-Wallet with the eSDA. The extent of such e-Wallet credit balance would permit the CSC-OPERATOR to transact business by accepting necessary cash or alternative payment methods such as instruments and electronic modes of payment from the service seeker and the corresponding amount would be reduced from the e-Wallet. The CSC-OPERATOR can continue transacting until the e-Wallet reaches the minimum limit. Thereafter it would be necessary to 'top up' the limit through an Internet Banking transaction or electronic payment modes for transferring a desired amount of 'top up' money to a designated bank account of eSDA. A nominal transaction fee, as would be finalized with bank from time to time by the eSDA, and the same would be payable by the CSC-OPERATOR for each 'top-up' transaction and the such amount would be deducted from his bank account at the time of the top-up transaction over and above the 'top up' amount. The CSC-OPERATOR is required to maintain adequate balance of security deposit in the e-Wallet for carrying out the daily transactions/services in a smooth manner so as to avoid any delay or hindrance in service delivery to the citizens. Advance planning is required on the part of the CSC-OPERATOR for this purpose.

**7. Undertaking to Adhere to Code of Conduct**

CSC-OPERATOR represents and undertakes that he or his employees, partners, service agencies, agents and representatives shall adhere to the 'Code of Conduct' that would be published for the Haryana e-Seva scheme as may be amended from time to time. Violation of the established code shall be treated as a material breach of contract.

**8 Undertaking against Fraudulent Practices, Embezzlement of Funds, Corruption, Bribery, etc.**

CSC-OPERATOR represents and undertakes that he/she has not given, offered or promised to give, directly or indirectly any amount, gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Government in the award of the CSC scheme or forbearing to do or for having done or forborne to do any act in relation to the award of the scheme or delivery of the services as part of their obligations. Further, CSC-OPERATOR represents and undertakes that he/she will not involve in any kind of fraudulent practices including but not limited to embezzlement of funds. Any breach of the aforesaid undertaking by CSC-OPERATOR or any one employed by it or acting on its behalf or for its benefit (whether with or without its knowledge) or the commission of any offence by CSC-OPERATOR or anyone employed by it or acting on its behalf, as defined in Chapter IX of the Indian Penal Code, 1860 (45 of 1860) or the Prevention of Corruption Act, 1988 (Act 49 of 1988) or any other Act enacted for the prevention of corruption shall, without prejudice to any other legal action, entitle the DITS to cancel this agreement either wholly or in part and recover from CSC-OPERATOR such amount or the monetary value thereof and the amount of any loss arising from such cancellation without any entitlement or compensation to CSC-OPERATOR. The DITS will also have the right to recover any such amount from any other contracts concluded earlier between CSC-OPERATOR and the DITS. The CSC-OPERATOR will also be liable to be debarred from entering into any contract or relationship with the Government for a minimum period of five years. A decision of the DITS to the effect that a breach of the undertaking has been committed shall be final and binding on CSC-OPERATOR.

**9. Service Charges, Billing and Revenue Sharing Model**

- (i) For services delivered through the CSC, the service seeker would need to pay prescribed services charges for each transaction. This would be over and above any Government payments that are applicable. The CSC operator is obliged to provide a computer generated itemized Haryana e-Seva receipt for the full amount collected along with the service request number using the authorized software before the service seeker leaves the counter.
- (ii) CSC-OPERATOR shall be obliged at all times not to charge any excess payment over the prescribed amounts which is reflected in the computer generated Haryana e-Seva bill. Also, CSC-OPERATOR should not use any alternative means for production of such bills including manual receipts. Violation of this shall be treated seriously and involve punitive action including the termination of CSC-OPERATOR agreement.
- (iii) A revenue sharing model has been worked out to ensure sustenance of the scheme operations in the long run. The share of revenue to the CSC-OPERATOR shall be as notified under this scheme from time to time.
- (iv) The revenue share of the CSC-OPERATOR shall be transferred to his authorized bank account not later than 7<sup>th</sup> day of the following month. The eSDA/DITS shall endeavor to transfer such amounts earlier, if possible, keeping in view the cash flow needs of the CSC-OPERATOR.
- (v) Monies transferred to the CSC-OPERATOR shall be subject to tax withholdings as applicable under law and such withholdings shall be remitted to the competent authorities. The eSDA/DITS shall also provide necessary documents in support of deductions as required under law.

## **10. Terms Governing Service Delivery**

- (i) Upon compliance of requirements related to the premises and the successful completion of the necessary orientation training, the CSC-OPERATOR would be issued a formal letter of Authorisation, under the authority of Electronics & IT Department of the State, to act as the authorised person to deliver all the services covered under this Scheme. The concerned line Departments are deemed to have authorised the CSCs

for this purpose.

- (ii) The Authorisation Letter shall specify the period of validity of such authorisation and shall be displayed prominently at the CSC premises at all times.
- (iii) The CSC-OPERATOR shall effectively, efficiently and professionally operate, run and maintain Haryana e-Seva (CSC) consistent with the directions of the Govt. of Haryana. In this regard, it would be the primary responsibility of the CSC-OPERATOR to ensure courteous and professional service to the citizens and achieve customer satisfaction for the service delivery operations undertaken by the CSC.
- (iv) The CSC-OPERATOR shall get license/Service tax registration or permit required to be taken as per the prevalent laws, where necessary and applicable.
- (v) The CSC-OPERATOR shall open and operate necessary bank account(s) in a manner that is consistent with the guidelines that is published from time to time, so as to accept payment in the form of cheques, drafts and such other instruments from service seekers in respect of services rendered by the CSC. Further, the CSC-OPERATOR shall also make arrangements to make available to the service seeker, payment through debit cards, credit cards and such other electronic means as and when such these are introduced for adoption in the CSC operations. The operations, accounting, settlement and reconciliation including methods of handling exceptions shall be strictly followed as per the guidelines that are published from time to time.
- (vi) The CSC-OPERATOR shall engage qualified and capable staff at his own cost, having experience in dealing with customer for such services and provide them necessary training and make their staff members capable to operate the services of Haryana e-Seva.
- (vii) The concerned DITS shall issue Photo Identity Cards to the CSC-OPERATORS/ CSC operator valid for the period of authorisation. The CSC operator, in turn, shall be required to issue Identity Cards to the staff engaged by him to carry out the operations for the CSC.
- (viii) The CSC-OPERATOR shall have no right to deny or delay of assigned rightful Governmental services to any citizen during the normal working hours.
- (ix) The working hours of the Haryana e-Seva CSC shall be ordinarily from 9 AM to 5 PM on all weekdays except public holidays. The CSC-OPERATOR shall



have the option of keeping staggered and extended working hours (including Saturdays) based on local needs. It is required that the CSC shall remain operational for no less than 40 (forty) hours each week.

- (x) The CSC-OPERATOR may choose to conduct these operations in other locations within their defined Jurisdiction in addition to the CSC location allotted to them keeping in view citizen convenience.
- (xi) The CSC-OPERATOR shall deliver all services as may be directed from time to time using only the authorized software solution and using their authorized access codes.
- (xii) The CSC-OPERATOR shall give priority to the Government services (G2C) over other services.
- (xiii) The CSC-OPERATOR shall give preference to ladies, Senior Citizens and physically challenged / disabled customer while providing the services.
- (xiv) That the CSC-OPERATOR shall be encouraged to use of free open source software and shall refrain from using any pirated software including license violations.
- (xv) Haryana e-Seva should only be run and managed by the person who is holding the valid agreement. Such allotment is provided on a non-transferable basis and he/she shall not represent or manage any other Haryana e-Seva Kendra as a “*benami*”. All the liabilities in his personal capacity as the entrepreneur are binding on CSC-OPERATOR only.
- (xvi) The CSC-OPERATOR shall not engage in any other business or activities that are in conflict with the CSC operations within the designated CSC premises
- (xvii) The CSC-OPERATOR shall honour the commitments with Bankers/Financial Institutions, eSDA and other stakeholders.
- (xviii) The CSC-OPERATOR shall prevent unauthorized use, removal misuse or damage of any assets allotted by the Government as part of this Scheme.
- (xix) Any deviations to normal operations or conditions adopted by the CSC keeping citizen convenience and facilitation in mind shall not be unreasonably withheld, but the CSC-OPERATOR shall take prior written permission of the DITS in all such matters. However, due care is to be taken not to encroach on the share of business of the CSC-OPERATOR of the neighboring localities while doing so.
- (xx) The CSC-OPERATOR shall maintain necessary accounts and other records, as required under the law and same shall be made available for

- verification/auditing by appropriate authorities as and when required.
- (xxi) The CSC-OPERATOR shall verify the record of all transactions done on daily basis at the Haryana e-Seva through the software functionality that has been provided.
  - (xxii) That the CSC-OPERATOR shall be obligated to pay all taxes, fees and other statutory dues within the stipulated dates, as may be applicable.
  - (xxiii) That the CSC-OPERATOR shall be solely liable for all the costs and consequences arising out of the breach or default of any of the terms set forth in this agreement.
  - (xxiv) That the CSC-OPERATOR shall maintain all other register as required by any law applicable or the eSDA.
  - (xxv) The Haryana e-Seva being a direct interface to the customers, CSC-OPERATOR shall keep a suggestion/feedback book in the centre to obtain feedback from the customers on various services and put up the same to DeGS/DITS for consideration etc.
  - (xxvi) The CSC-OPERATOR shall use only channels defined by DITS/eSDA to escalate their problems, concerns and grievances to higher authorities and not resort to other methods such as denial of service etc. These will be deemed as misconduct and will result in punitive action and possible termination of the agreement.
  - (xxvii) That the CSC-OPERATOR shall prevent any improper, immoral and unlawful activities through the Haryana e-Seva.
  - (xxviii) The CSC-OPERATOR shall participate in the entrepreneurial/skill development and other training / orientation programs related to service delivery operations as may be necessary from time to time at their own costs.
  - (xxix) The CSC-OPERATOR shall attend all the meetings organized by the authorities in connection with the review of functioning of CSC.

## **11. Responsibilities of DITS Jointly With eSDA**

- (i) While the eSDA shall be responsible for the implementation of the entire scheme across the state, its facilitation and governance, the DITS shall focus on its coordination and monitoring of all the CSC-OPERATORS at the district level.
- (ii) That the eSDA shall put in necessary Help Desk facilities that will be

operational normally between 9 AM and 5 PM on weekdays, except public holidays.

- (iii) The eSDA shall put in place Governance mechanisms to monitor the smooth and effective operation of this Scheme.
- (iv) The eSDA/DITS shall endeavor to create a favourable working atmosphere for the CSC-OPERATORS and progressively bring-in more services that is of relevance to the citizens and of business value to the CSC-OPERATOR, without compromising on public good. The eSDA and DITS shall monitor the quality of services being offered by each CSC and any complaints/ grievances reported by the citizens in respect of the service delivery. Complaints of serious nature and repeated nature of complaints would be viewed critically.
- (v) The eSDA shall put in systems in place to collect the service charges due to Haryana e-Seva, finalization of accounts and settlement of monies to all stakeholders including the share of the CSC-OPERATOR within the agreed timeframe. Any discrepancies in the accounting and settlements and reconciliation thereof shall be supported by the eSDA.
- (vi) Guidelines on maintenance of bank accounts and adoption of convenient modes of payments by service seekers through instruments such as cheques, DDs and other electronic modes shall be specified by eSDA including the guidelines related to accounting, settlement and handling exceptions.
- (vii) That the eSDA/DITS shall make best efforts to resolve the difficulties, constraints, grievances and complaints made by the CSC-OPERATOR.
- (viii) The DITS and/or its authorized agent shall have the right of carrying out the monitoring the CSC operations, including determination of Quality of Service (QoS), Audit books/records etc. and assess CSC-OPERATOR performance as may be required with regard to this agreement. In this connection DITS and/or its authorized agent shall also be free to seek customer feedback directly with respect to their satisfaction level for various services offered as well as that of the CSC.

## **12. Termination, Transfer and Suspension**

- (i) Normal termination of the agreement would happen at the end of the tenure, unless renewed.
- (ii) Pre-mature termination of the agreement would happen in case of insolvency of CSC-OPERATOR, CSC remaining non-functional for a contiguous

period of more than 30 (thirty) days, malpractice, fraud, embezzlement of funds, acting against public interest, poor performance and/or due to conditions that may be related to breach of any material conditions described in this agreement.

- (iii) Transfer of Haryana e-Seva Kendra will be permitted to any one of their immediate family member subject to receipt of appropriate and adequate level of documentation on the following grounds:-
  - a) Death of the CSC-OPERATOR
  - b) Permanent disability of the CSC-OPERATOR
  - c) CSC-OPERATOR getting employed
  - d) CSC-OPERATOR moving out of their designated locality to a place that is not close enough to the CSC location on account of their personal requirements for an indefinite period exceeding three (3) calendar months
- (iv) The CSC-OPERATOR is free to terminate this agreement on genuine and reasonable grounds by giving a prior written notice of no less than 90 (ninety) days, if not higher, so as to enable the smooth transition of the CSC operations to another CSC-OPERATOR who will be selected through a due process as may be decided by the Deputy Commissioner under such circumstances.
- (v) In the case of termination and/or transfer, the new CSC-OPERATOR shall execute a fresh agreement.
- (vi) On violation of any conditions of the agreement and where there is satisfactory prima facie evidence, the operations of the CSC-OPERATOR are liable to be suspended upon being served a written notice. An enquiry shall be conducted after giving due notice to the CSC-OPERATOR and an opportunity of being heard after which a decision shall be taken in this matter within a period of 30 (thirty) days. If found guilty of violation and if the same is of serious nature, the agreement is liable to be terminated and all authorization to the CSC-OPERATOR shall be withdrawn. The course of action shall be determined by the concerned Deputy Commissioner and the

decision shall be final and binding on the CSC-OPERATOR. The DITS shall also be free to make alternative service delivery arrangements at its discretion in the event of such suspension or termination.

- (vii) The appellate authority shall be the Administrative Secretary of the Information Technology Department and appeal shall be submitted to the appellate authority within 30 (thirty) days of such termination.

### **13. Relationship of CSC-OPERATOR**

- (i) This Scheme is notified following a private business model wherein the CSC-OPERATOR/ CSC Operator, in his or her individual capacity, acts as an authorized agent or a 'franchisee' to enable electronic delivery of citizen services as per the vision and model envisaged by the Government. While this scheme envisages positive returns for the CSC-OPERATOR/ CSC Operator, no guarantee of income is provided herein.
- (ii) The CSC-OPERATORS success will be determined by his or her desire, dedication, efforts, knowledge, experience, entrepreneurial/ financial/ other capacity, ability to follow directions and personal talent. As with any business, the results can vary and the CSC-OPERATOR is expected to the risks attendant with the CSC Scheme.
- (iii) The CSC scheme provides authorization to CSC-OPERATOR to deliver electronic services on behalf of Government. It does not create any right or automatically entitle CSC-OPERATOR and its employees, agents and representatives to be provided with employment of permanent or temporary nature in government.

### **14. Confidentiality**

- (i) The CSC-OPERATOR and all its CSC operators shall protect the confidentiality and privacy of all citizens data and shall undertake to exert all reasonable care in handling all such data arising in the normal course of service delivery and refrain from any unauthorized use or misuse of such data.
- (ii) The CSC-OPERATOR and all its CSC operators shall keep such data for the exclusive benefit and use of the Government / Competent Authority and

the Government / Competent Authority or its authorized agent(s) shall have the sole rights on the storage and use of data. The CSC-OPERATOR further agrees that they will not maintain copies of any such data, unless authorized to do so by the competent authority for justified business requirements, including sharing such data with third parties for any other purpose for commercial reasons or otherwise.

**15. Force Majeure**

Neither Party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event provided that the affected Party notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption.

**16. Dispute Resolution**

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavours. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed for such purpose and abide by the decisions thereon.

**17. Notices**

- (i) All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, to the addresses of the parties mentioned herein and shall be deemed received three (3) days after mailing or on the date of delivery if personally delivered.
- (ii) Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.
- (iii) A notice served on a Party's Representative shall be taken to be as notice to that Party.

**18. Governing Law and Jurisdiction**

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India with the District Courts of the CSC location having jurisdiction.

IN WITNESS WHEREOF the parties hereunto set and as subscribed their respective hands and seals, the day and year hereinabove written.

**SIGNED SEALED AND DELIVERED BY**

**The First Party**

**The Second Party (CSC-OPERATOR)**

**In the presence of witnesses**

1)

2)