

**MASTER SERVICE AGREEMENT**

**BETWEEN**

**DISTRICT e-GOVERNANCE SOCIETY (DeGS)**

**AND**

**DISTRICT SERVICE PROVIDER (DSP)**

**For Establishing Urban and Rural Common Service Centers**

**IN -----(DISTRICT)**

**DATE:**

## MASTER SERVICE AGREEMENT

This Master Service Agreement (hereinafter referred to as "MSA") is made this ---th day of ----- 2012 at Lucknow.

BY AND AMONG The District e-Governance Society(DeGS) of the .....District of Uttar Pradesh, Government of Uttar Pradesh, (hereinafter referred to a "DeGS" , acting through the District Magistrate , ----- District , holding the position of the Chairman of the which term or expression, unless executed by or repugnant to the subject or context, shall mean and include its successors in office) of the First Part

AND

M/s ----- a company/Firm registered under the Companies Act, 1956, having its registered office at ----- and place of business at -- ----- (hereinafter referred to as "District Service Provider or the DSP" which term or expression, unless executed by or repugnant to the subject or context, shall mean and include its successors) of the Second Part

Each individually a "Party" hereto and collectively the "Parties"

Whereas,

- I. The DEGS intends to provide convenient and speedy Government Services, using Information & Communication Technologies (ICT) in Urban/Semi-Urban and Rural areas through Common Service Centres(CSCs). The CSCs will be utilized as efficient distribution channels through which the DEGS can offer Government Services, information and schemes et-cetera to citizens in a cost effective, sustainable and efficient manner. To undertake the delivery of Government Services on a Public Private Partnership basis, the DEGS intends to appoint District Service Provider or the DSP to roll out and manage the CSCs in the District of -----
- II. The DSPs shall develop, design, build, rollout, establish, manage, operate, maintain and finance the CSCs for delivery of services to the customers in accordance with the provisions of this MSA on a Build, Own and Operate (BOO) basis; provided that the DSP shall be allowed to collect transaction charges for providing Government services as determined by Government of Uttar Pradesh / DeGS and as agreed to between the DSP and DEGS, vide this MSA by enabling the private and social sector to use this network for offering a host of IT and non-IT related services to customers and users.
- III. On the acceptance of **Technical Bid** of the DSP, the DeGS has issued Letter of Intent (LOI) No----- dated ---th day of ----- 2015 and Government Order No.----- dated ---th day of ----- 2015.

Now therefore this agreement witnesses as under:

## 1. **Definitions, Interpretations and Other Terms**

### 1.1 **Definitions**

- a) "Assets" means all Assets used in providing services in accordance with this Agreement and shall include:
  - a. Government Assets;
  - b. All upgradation/ enhancements and improvements to the above assets;
- b) "Bid" means the documents in their entirety comprising of the technical bid submitted by the successful bidder, the DSP herein, in response to the RFP, and accepted by the DeGS signed for verification by the authorized representatives of the Parties, vide their letter dated.....
- c) "G2C Services" means Government to Citizen services, or all Government Services offered through the Lokvani Centres;
- d) "Common Service Center(s)" or "CSC(s)" means the ICT enabled access points to be established in Urban/Semi-Urban and Rural areas of the District by the DSP as per the specifications and requirements set forth in the RFP and this MSA;
- e) "Confidential Information" means, all information including GoUP Data (wherein written, Oral, electronic or other format) which relates to the technical financial and business affairs. Customers suppliers products developments operations, processes, data trade secrets design rights know how and personnel of each Party and in the course of or in the course of or in connection with this MSA (including without limitation such information received during negotiations location visits and meetings in connection with this MSA)
- f) "Customers" means all citizens and users who use the Common Service Centres for Government and /or other services either directly or through the DSP:
- g) "Deliverables" means all the activities related to the setting up and operations of Common Service Centers, as defined in the RFP, and as required as per this MSA
- h) "Effective Date" means the date on which this MSA is executed
- i) "Governments Assets" means all assets made available to the DSP by the GoUP/DeGS or any person designated by the GoUP.
- j) "GoUP Data" means all proprietary data of GoUP or its departments, instrumentalities, corporations and agencies or the DeGS, but not restricted to user data which the DSP obtains, possesses or processes in the context of providing the Services to the users/ customers pursuant to this MSA;
- k) "MSA" means this Master Service Agreement (MSA), together with the recitals and all schedules and the contents, requirements, specifications and standards of the RFP (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. In the event of conflict between this MSA the terms of the MSA shall prevail; with overriding effect;
- l) "Network Connectivity" means the appropriate communication network for interactive and online access to voice, data and video based services, including

- wireless broadband connectivity that shall be deployed by the DSP to connect to the Lokvani Centres;
- m) "Operations" or "Operations and Management" means the operation, maintenance and management of the Common Service Centres by the DSP;
  - n) "Proprietary Information" means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/subsequent to the execution of this MSA;
  - o) "Required Consents" means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the DSP for all tasks/activities/software/hardware and communication technology under the CSC Scheme; from all concerned departments/agencies, et-cetera as the case may be.
  - p) "RFP" means the Request for Proposal released vide Bid Document no. ---- dated ----
  - q) "DSP Data Centre" means the Data Centre that may be set up by the DSP with requisite ICT infrastructure that shall include but not be limited to servers, routers, switches, et-cetera for delivering the services through the Common Service Centres to the customers;"Scheme" means the process of setting up, managing and operating the Common Service Centres by the DSP;

## **2. Rolling Out the Common Service Centres**

### **2.1 Scope of MSA**

- a) The DSP is mandated to establish Common Service Centres in ----- District, State of Uttar Pradesh. The GoUP will provide a variety of Government of Services through the Common Service Centres as and when available.
- b) The MSA shall be governed by the provision of Deliverables of the DSP to GoUP and the DeGS/Lokvani Society, included in the RPF.. It is anticipated that new or renewal agreements may be undertaken by creating separate Services Level Agreements with schedule and exhibits as required, under this MSA for each/set of Government Service(S).

### **2.2 Term of the MSA**

This MSA shall come into effect on the Effective Date and shall continue unless terminated earlier in accordance with the provision hereof for a period of 4 years in the district.

### **2.3 Rollout of Common Service Centres**

- a) The DSP may enter into arrangement at its own cost and risk with the non-Government content and service provider for IT and non-IT based services delivered through Common Service Centres.

- b) The DSP shall identify, train, facilitate and enter into appropriate arrangements with Center Operators at its own cost and risk in accordance with the provision of the RPF, and this MSA for establishing, managing, operating and maintaining the Common Service Centres.

## **2.4 Scope and Provision of the Services**

- a) The provision of the Services to the citizens with the quality, certainty and promptness is the essence of the MSA between the Parties. The DSP must have the competence to manage and provide a variety of Government and other private services to customers. The DSP will keep abreast of the relevant technical, operational and managerial requirements essential for the provision of the Services and the best practices in this area and will share its knowledge with the GoUP and the DeGS, regarding matters which would assist the GoUP and the DeGS, in its use of the services. However, the DSP shall not be obligated to share other client information of Confidential Information of the DSP not relevant to this MSA. The services shall be performed by the DSP pursuant to project engagement under the Service Level Agreements entered into in accordance with the MSA.
- b) The DSP shall operate and manage the Common Service Centres in a sound professional manner commensurate with existing industry and technical standards and innovations pursuant thereon.
- c) The DSP shall be liable for ensuring compliance by the persons working for the DSP, including the Center Operators with the provision of the RFP, the Bid this MSA and the performance of their respective obligations and functions in accordance with the specifications and requirements and shall indemnify and keep indemnified the GoUP and the DEGS in this behalf.
- d) Except as otherwise as otherwise provided for herein or with the prior written approval of GoUP / DEGS, the DSP shall not:
  - I. Systematically collect and use any GoUP Data, Deliverables, Assets or GoUP contents/contents of G2C services and information, including the use of any data mining, or similar data gathering and extraction methods;
  - II. Market, sell, or make commercial or derivative use of the GoUP Data, Deliverables or Assets, GoUP of G2C services and information.
  - III. Publish, publicly perform or display, or distribute to any third part any GoUP Data, Deliverables or GoUP contents / contents of Government Services and information, including reproduction on any computer network or broadcast or publication media; or
  - IV. Use, frame, or utilize framing techniques to enclose any portion of the GoUP Data, Deliverables or GoUP contents/contents of G2C services and information(including images, any text or the layout/design, form or content of any page or otherwise).

## **2.5 Use and Upkeep of Assets**

- a) Take all reasonable and proper care of the Assets.

- b) provide permission to the GoUP and DEGS and any persons duly authorized by it/them to enter any land or premises on which the Assets are for the time being located so as to inspect the same and
- c) In the event of setting up Common Service Centres in **any** GoUP location. The GoUP shall to the extent necessary for the DSP to provide the Services, Subject to compliance by the DSP with any safety and security **guidelines** which may be provided by the GoUP and notified to the DSP in writing provide the DSP with a (i) reasonable access to the Common Service Centres for customers as well as DEGS and its designated agencies as well as GoUP personal as per mutually agreed specified timings and (ii) access to office equipment as mutually agreed and other related support services in such location and at such other GoUP location, if any as may be reasonably necessary for the DSP to perform its Obligations hereunder and
- d) Agree that the grant of aforesaid access to the DSP to the GoUP location shall be in the nature of a bare license and shall not in any way confer or be deemed to have been conferred on the DSP any right, title or interest whatsoever (whether in the nature of an easement or otherwise) in such locations, office equipment of support services or any part thereof and nothing in these presents contained shall be construed as a demise in law of such locations unto the DSP so as to give the DSP any legal interest therein. The DSP shall only have the right to enter upon such locations for the purpose of executing the Scheme in accordance with the terms hereof.
- e) agree that the GoUP building locations where available, from time to time, shall be made available to the DSP on an “as is, where is” basis by the GoUP. The DSP agrees to ensure that its Center Operator’s and to the extent possible the users, do not use such locations, services and items made available by GoUP for
  - i) the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
  - ii) any act, which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or of her intellectual property right, confidentially or privacy).
- f) At all times, afford access to the CSC business (including the Common Service Centres, DSP offices, Systems, software, hardware, networks, sites, accounts documents, records contracts, Materials, personnel, subcontractors, et-cetera.) to GoUP or the DEGS, as the case may be, their authorized officers, representatives, advisors, experts, auditors and monitoring or certifying entitles, the representatives of any competent government authority having jurisdiction over the Scheme to inspect the Common Service Centres and their roll out and operation and to investigate any matter within their authority and the DSP shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.
- g) at all times co-operate by providing reasonable access and services to the Common Service Centres for customers as well as the DEGS and its designated agencies, as well as GoUP personnel, as per timings specified in the RFP; and

**2.6** In case the State Government provides premises to the District Service Provider (DSP) to set up Common Service Centers, the DSP shall pay a license fee/rent as Prescribed by the State Government. The premises so provided shall be on a bare License authorizing the DSP to enter upon the Kiosk for the purpose mentioned in the Master Service Agreement for the duration of this Agreement. The DSP shall not at any time :

- i) claim ownership or any right title or interest in the said premises either whole or in part;
- ii) assign or transfer the said premises either whole or in part;
- iii) Claim tenancy or lease rights or adverse position in respect of the said premises;

**2.7** The license granted is personal to the DSP and is not transferable.

### **2.8 Security and Safety**

- a) The DSP will comply with the directions issued from time to time by the GoUP or the DEGS and the standards related to the security and safety insofar as it applies to the provision of the government services.
- b) Each Party to the MSA shall also comply with GoUPs/ DEGS / IT security and standards policies in force from time to time . which the GoUp the DEGS makes the DSP aware in writing insofar as the as the same apply to the provision of the Government services.
- c) The parties to the MSA shall ensure and make reasonable endeavours to report forthwith in writing to each other all identified attempts ( whether successful or not ) by authorized persons either to gain access to or interfere with the GoUPs data, facilities or Confidential Information.
- d) The parties under the MSA shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the safety and information technology security at the Common Service Centres, GoUPs facilities.

## **3. Payment and Charges**

- a) The DSP shall not be entitled to receive any capital support from the GoUP or DeGS for undertaking the roll out of the scheme and the DSP shall be required to finance the same through its own resources or finding arranged to it at its own cost.
- b) The DSP /Center Operators shall be authorized as per applicable law to collect the transaction charges from the users for the Government applications services as specified from time to time, at rates fixed by GoUP. The DSP / its Center Operators shall promptly deposit the GoUP's or a Government utility service provider's share of such transaction charges, at the pre-agreed rates and within the time specified as may be along with the applicable/stipulated / mandatory fee.
- c) The relationship between DSP and the Center Operators shall be decided by their mutual agreement.

### **3.1 TAX**

The DSP/ Center Operatorss shall pay for all taxes under the applicable laws arising from its operations/ activities/ services/ business under the MSA and/ or in connection with the MSA. The Service Tax component if any, shall be deemed to be included in the amount of Service Charges payable by the citizen and shall be levied only on the fee component

payable to the DSP/Center Operator. The share of government revenue/fee shall go to the government account as per the agreement for payment between the DSP and the DeGS.

#### **4. Confidentiality**

- a) The GoUP/DEGS may permit the DSP to come into possession confidential public records as per the needs of the scheme and the DSP (including its, Center Operators, employees, contractors, agencies and representatives) shall maintain the highest level of secrecy confidentially & privacy with regards there
- b) Additionally the DSP shall keep confidential all the details & information with regard to the scheme including system facilities, operations management & maintenance of the system facilities to the extent necessary/required as per regulation/law.
- c) The GoUP/DEGS shall retain all rights to prevent stop & if required take the necessary punitive action against the DSP regarding any forbidden disclosure.
- d) The DSP shall ensure that all its employee agents & sub-contractors execute individual non-disclosure agreement which have been duly approved by the GoUP/DEGS with respect to this scheme.
- e) The aforesaid provisions shall not apply to the information which is:-
  - i) Already in the public domain; and
  - ii) which has been received from a third party who had the right to disclose the aforesaid information; and
  - iii) disclosed to the public due to a court order.

#### **5. Miscellaneous**

##### **5.1 DSP Duties**

- a) The DSP shall ensure that G2C services are effectively and cordially provided to the citizen by the concerned Center Operators. The DSP shall ensure that the Center Operator does not hinder/inhibit the objective of the Common Service scheme by withholding information or refusing to deliver services to the citizens in respect of available services.
- b) The DSP shall not transmit, cause to transmit or suffer transmission under or pursuant to the scheme, of any material which is defamatory, offensive or abusive or of an obscene or meaning character or in manner which constitute of violation or infringement of the right of the any person or entity. (Including but not limited to rights of copyright and intellectual property rights, confidentially or privacy).
- c) The GoUP/DEGS shall not liable in any manner whatsoever to any person whomsoever in this behalf. All cost, risk and liability in this behalf shall exclusively be of the DSP and borne solely by the DSP.
- d) The DSP shall comply with all necessary requirements in connection with Data

##### **5.2 Commitment for future Government Services**

- a) The GoUP/DEGS shall provide and the DSP shall deliver, this being a mandatory obligation of the DSP, all future GoUP/DEGS, Government services/applications under the Scheme/through the Common Service Center channels.



- b) The transaction charges and also sharing of revenue with the Government, if any for such future GoUP/DEGS, Government services applications shall be fixed by GoUP, on a mutually agreed basis, pursuant to Service Level Agreement which in turn would be in accordance with the applicable law(s).

### **5.3 Meeting the Service Level/Liquidated Damages**

The DSP shall perform service levels which will ensure:

- a) Provision of speedy and efficient services in conformity with the service level to the users without any discrimination on grounds of religion, caste, race or sex, et-cetra;
- b) Making it convenient for citizens and other stakeholders to interact with the Government by the use of services provided through this MSA as per Appendix C.
- c) Educating the users about the relevant facilities and procedures.
  - 1. To meet these objectives the Center for e-Governance/GoUP through DEGS shall provide the Service Levels from time to time on a service to service basis.
  - 2. It is clarified that the GoUP can also calculate a financial sum for the liquidated damages and debit the same against the terms of payment or recover as defined in the Financial Provisions as per Appendix D

### **5.4 Indemnity**

The DSP(Indemnifying party) undertakes to indemnify the GoUP/CeG/DeGS and/ or their nominated agencies(indemnified party), as the case may be from and against all losses and claims or damages on account of any bodily injury, death or damage to any tangible personal property arising in favor of any person, corporation or any other entity including the indemnified party attributable to the performance or non performance of the indemnifying part under this agreement.

### **5.5 Limitation of Liability**

- 1. There shall be no limitation of liability in respect of the DSP in case of any bodily injury(including death) and damage to any real property and tangible personal property, other than as applicable under the relevant laws.
- 2. The GoUP/DeGS/CeG shall be entitled to claim the remedy of specific performance under this MSA.

### **5.6 Reporting**

- a) The DSP will provide monthly reports to the GoUP/DEGS their nominated agencies regarding any specific aspects of the scheme and in context of the audit and access information as required or such by the GoUP/DEGS or its nominated agencies.
- b) For the purposes of audit the DSP shall maintain true and accurate records in connection with the provision of the services and the DSP shall handover all the relevant records and documents upon the termination or expiry of the MSA.

## 6. Governing Law

This MSA shall be governed by and construed in accordance with the laws of India and rules, regulations and orders made their under and the Government of Uttar Pradesh shall have jurisdiction over all matters arising out of or in relation to this MSA.

## 7. Amendment

The Parties acknowledge and agree that the amendment to this MSA shall be made in writing in accordance with the procedure of this MSA is executed and signed.

## 8. Management Phase

The review and management process of this MSA shall be carried out in Accordance with the rules set out in this behalf by the DEGS and shall cover all the management aspects as set out in the RFP.

## 9. Termination and Exit

1. This MSA shall expire after the term of the MSA is over or if the contract is terminated earlier by the DeGS/GoUP for non performance and non adherence to the SLA under the MSA by the DSP.
2. The contract shall be terminated in case the DSP is found being involved in illegal activities, acts of moral turpitude or any act prohibited by any Law applicable for the time being in force. The DeGS shall have full right to call for explanation from the DSP in such cases.
3. The DSP shall provide full support to the DeGS/GoUP during the exit phase and shall help in transfer of any rights/assets/information etc. to the new DSP.

## 10. Arbitration :

1. All disputes arising between the parties shall be referred to the Committee headed by the District Magistrate. The committee shall take every possible step to resolve the issue placed before it.
2. The parties shall give a notice in writing about the matter and the Committee shall give a hearing to the matter. The District Magistrate after due hearing shall decide the matter on merit.
3. In case the issue still remains unresolved it shall be referred to the Divisional Commissioner of the Concerned Division in which the District is located.
4. The decision of the Divisional Commissioner shall be final and binding upon the parties.

**IN WITNESS WHEREOF** the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

**For and on behalf of DEGS**

( )

District Collector,

( )

for M/S

**Witnesses:**

i.

ii.

**List of Government Services**

26 Services of 8 Departments are presently being delivered across the Districts of Uttar Pradesh

S.No.	Name of Department	Name of Service
1.	Food & Civil Supplies Department	Application for New Ration Card
2.		Application for Renew Ration Card
3.		Application for Amendments in Ration Card
4.		Surrender of Ration Card
5.	Department of Training & Employment	Application for Registration
6.		Application for renewal of Employee Registration
7.	Department of Urban Development	Application for Birth/Death Certificate (urban)
8.	Handicap Welfare Department	Application for loan to Handicap Person
9.		Application for Marriage Grants
10.		Application for Aids & Appliances
11.	Panchayati Raj Department	Application for copy of Kutumb Register
12.		Application for Birth/Death Certificate (Rural)
13.	Social Welfare	Application for Old Age Pension
14.		Application for Family Benefit Scheme
15.		Application for Scholarship(Gen & SC/ST)
16.		Application for Marriage & Illness Grant
17.		Application for atrocities
18.	Women Welfare & Child Development Department	Application for pension for widows

19.		Application for financial assistance to women of dowry scheme
20.		Application for legal assistance to dowry sufferers women scheme
21.		Application for grant for marriage of daughter of widow destitute scheme
22.		Application for Dampati Puraskar scheme to promote widow marriage under 35 years
23.	Revenue Department	Application for Domicile Certificate
24.		Application for Caste Certificate
25.		Application for Income Certificate
26.		Application for Khatauni

22 services of 9 Department are presently being Delivered through eDistrict project in 6 pilot Districts (Gaziabad, Gautambudh nagar, Gorakhpur, Sitapur, Sultanpur, Raibareilly)

S.No	Services	Sub-Services
1.	Certificates	Domicile Certificate
		Caste Certificate
		Income Certificate
		Birth Certificate
		Death Certificate
		Handicap Certificate
2.	Pension	Old Age Pension
		Widow Pension
		Handicap Pension
3.	Employment	Registration in employment exchange
4.	Revenue Court	Cause List Generation
		Case Tracking

		Final Order Generation
5.	Public Distribution System	Issuance of Ration Card
		Updation of Ration Card
		Surrender of Ration Card
		Duplicate Ration Card
6.	RTI & Grievances	Filing of Grievances
		Tracking of Grievances
7.	Dues & Recovery	Issuance of citation for recovery
		Status of Recovery
		Recording of payment

### Services and Revenue Share

#### For G2C Services only

S.No.	Category of Service	Rates (in Rs per Transaction)	DeGS Share	CeG Share	Department Share	DSP's /Kiosk Owner Share
1.	G2C	20		2	5	
2.	Khatauni	30		2	10	

### APPENDIX C

#### Service Level Agreement

S.No	Parameter	Liquidated damages for breach	Material Breach	Stipulated period for mitigating material breach conditions	Remedial performance required for non termination during stipulated period
1.	The DSP will be required to establish and operationalize Centres as per the target set by DeGS in 3 months time from signing of MSA. (Centre will be deemed to be operational only after being certified by DeGS or its nominated agencies).	A Liquidated Damages of Rs.5 per day per Centre for each of the Centres whose rollout has been delayed.	Rollout being delayed by 2 weeks as per the rollout schedule	1 month	Roll out of Centres in the stipulated period for mitigating material breach as per the roll out schedule

2.	<p>Inoperability of Centres in offering Government Services: A Centre needs to offer available Government Services throughout the year except on the Holidays.</p> <p>A Centre will be deemed inoperable if it is not offering available Government Services for a continuous period of 7 days, or more than a cumulative period of ten days in a month except in cases of force majeure.</p>	Rs.100 Centre per week.	per per	If a Centre is inoperable for more than 30 days	Centre needs to be operational and certified by DeGS or its designated agencies
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#### APPENDIX D

#### LIQUIDATED DAMAGES

Month	Roll Out	Penalty
<b>Quarter 1</b>	No. of Centres to be operationalized: 25%	For every delayed Centre penalty to be imposed Rs 200 per month per centre
<b>Quarter 2</b>	No. of Centres to be operationalized: 25%	For every delayed Centre penalty to be imposed Rs 200 per month per centre
<b>Quarter 3</b>	No. of Centres to be operationalized: 25%	For every delayed Centre penalty to be imposed Rs 200 per month per centre
<b>Quarter 4</b>	No. of Centres to be operationalized: 25%	For every delayed Centre penalty to be imposed Rs 200 per month per centre