1. Term of Contract

This agreement shall become effective upon the execution and delivery hereof by the parties hereto. The Agreement shall be valid for a term of one year. It shall be renewed upon the request by the SECOND PARTY 30 days before the expiry of the Agreement and the approval of the same by the FIRST PARTY.

2.1 Nature of the Business:

FIRST PARTY is a Start Up Company delivering IT Enabled Services and Consultancy Services which helps common men and small-medium-large businesses to fulfill complex compliance requirements of Indian Laws. It is driven by Chartered Accountants, Company secretaries, IT professionals, Lawyers and Influencers, who have vast experiences into the respective fields. FIRST PARTY is also providing online platform for entrepreneurs to set up their business as proprietorship firm/private limited company/LLP formation and corporate compliance service for the ease of doing business in India. It also offers Branding Services, Trademark Registration, Legal Drafting, Logo Designing, Company Registration, GST-FSSAI-UDYAM-K-SWIFT-PAN-AADHAAR-IEC related services for the Start up units. First party have a decade of experience in the fields of e-Governance related services and Utility bill payment services. First party is also providing e-commerce and online consultancy services in the field of Agriculture, Budget Home Construction, Digital Marketing, Finance, Health, Education, Tours & Travels, Matrimonial, Real Estate, Courier and Laundry service through their Online Service Portal www.janasevanakendram.com.

SECOND PARTY should act as a CUSTOMER SERVICE POINT (CSP) of FIRST PARTY at his service area for the FIRST PARTY. Besides, SECOND PARTY shall also act as a service provider to various Government Departments, Boards and Corporations for the FIRST PARTY. All these services would be notified from time to time and SECOND PARTY shall strictly adhere to the prescribed norms governing delivery of such services.

E-Net makes every effort to ensure that information contained in these pages is accurate. However, no liability is accepted arising from reliance upon the information contained in these pages or any other information accessed via this site.

E-Net is not liable for any special or consequential damages resulting from your use of, or your inability to use, the materials in this site or any linked site, including, but not limited to, lost profits, business interruption and loss of programs or other data on your information handling system. In no event FIRST PARTY shall be liable to the SECOND PARTY for all damages, losses, and causes of action exceed the amount paid by the SECOND PARTY, if any, for accessing this site or any linked site.
E-Net is not responsible for the content or reliability of the linked websites and does not necessarily endorse the views expressed within them. Listing shall not be taken as endorsement of any kind. E-Net can not guarantee that these links will work all of the time and we have no control over availability of the linked pages.

The materials at this site and any linked site are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, FIRST PARTY disclaim all warranties, express or implied, including, but not limited to, warranties of title and implied warranties of merchantability and fitness for a particular purpose. E-Net do not warrant that the functions contained at this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components.

This website contains links to information hosted on other internet sites, which are maintained by third parties. E Net is not responsible for any content that is being provided by others.

2.2 Recognitions


3. Jurisdiction

The SECOND PARTY is allocated a territory by the FIRST PARTY and will cover a defined jurisdictional area as decided by both the Parties. 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 SECOND PARTY shall perform their service delivery obligations not overlapping other CSP’s (Customer Service Point) operational area.

(i) SECOND PARTY shall have the option to operate the Centre either from a Private premise or Government premises (if provided by Local Bodies) or Own Premises, which shall be maintained by them at their own cost subject to conformance of TYPE DESIGN in the prescribed norms issued by the FIRST PARTY from time to time and will be communicated to the SECOND PARTY.

(ii) If the SECOND PARTY decides to operate from the premises provided by the Government or any other Private Institutions, the SECOND PARTY shall have to make sure whether the modifications and Designs and other Infrastructure requirements shall be permissible or not.

(iii) The SECOND PARTY would be under obligation to maintain the Service Centre Premises in a good and tidy condition and shall be responsible for its normal upkeep and security. The SECOND PARTY 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 to the FIRST PARTY. If the SECOND PARTY operated service centre at premises of FIRST PARTY.

(iv) The SECOND PARTY shall prominently display the FIRST PARTY’S board in the premises of the SECOND PARTY. The colour code, size design of the board and logos should be as per the specifications and norms of FIRST PARTY. Further, the SECOND PARTY shall have to display in the prescribed format at the Centre all the services along with fee to be charged from the service seeker. The SECOND PARTY shall also display publicity material provided through ENET pertaining to Govt./Private Schemes from time to time for the benefit of public and the same shall be done free of cost.

4. Infrastructure & Expenses

(i) SECOND PARTY is responsible for providing necessary furnishings and IT Infrastructure at the premises. This shall include minimum IT infrastructure (such as laptop/desktop PCs, printer/scanner, tablet PCs, Web Camera, Internet connectivity, Biometric Devices, UPS etc.) as per prescribed technical specifications within 14 days from the date of signing of this agreement. Such hardware and other IT infrastructure shall comply 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 SECOND PARTY.

(ii) All operating expenses of the SECOND PARTY shall be borne by the SECOND PARTY. 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 office stationeries and other business related expenses. SECOND PARTY agrees to make all payments in full and in a timely manner so as to ensure uninterrupted operations.

5.1 Electronic Wallet or e-Wallet

Since the SECOND PARTY operator would be authorized to deliver all the Government, Quasi Government and Private Services, including receipt of all Government Receipts and Utility/ULB payments, the SECOND PARTY would be required to maintain an amount of 2,000/- (Rupees Two Thousand Only) in the e-Wallet as per requirement of the service.

5.2 Non-Refundable Security Fee

SECOND PARTY shall pay to the FIRST PARTY a non-refundable Security Fee of 31,000/- (Thirty one Thousand only) payable upon the execution hereof.

6. Undertaking to Adhere to Code of Conduct

SECOND PARTY represents and undertakes that he or his employees, partners, service agencies, agents and representatives shall adhere to the ‘Code of Conduct’ that would be instructed by the FIRST PARTY as may be amended from time to time. Violation of the established code shall be treated as a material breach of contract.

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

SECOND PARTY 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 SECOND PARTY 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 SECOND PARTY 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 E-NET to cancel this agreement either wholly or in part and recover from SECOND PARTY such amount or the monetary value thereof and the amount of any loss arising from such cancellation without any entitlement or compensation to SECOND PARTY. The E-NET will also have the right to recover any such amount from any other contracts concluded earlier between SECOND PARTY and the E-NET. The SECOND PARTY will
also be liable to be debarred from entering into any contract or relationship with the E-NET for a period of five years. A decision of the E-NET to the effect that a breach of the undertaking has been committed shall be final and binding on SECOND PARTY.

8. Service Charges, Billing and Revenue Sharing Model

(i) For services delivered through the SECOND PARTY, the customer would need to pay prescribed services charges for each transaction. This would be over and above any Government payments that are applicable. The SECOND PARTY is obliged to provide a computer generated Token or Invoice for all such transactions.

(ii) SECOND PARTY shall be obliged at all times not to charge any excess payment over the prescribed amounts which is reflected in the computer generated ENET bill. Also, SECOND PARTY 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 SECOND PARTY Agreement.

(iii) A revenue sharing model has been worked out to ensure sustenance of the scheme operations in the long run between FIRST and SECOND PARTIES. The share of revenue to the SECOND PARTY shall be as notified in writing and published in the First Party’s Service Portal www.janasevanakendram.com by the FIRST PARTY from time to time.

(iv) The revenue share of the SECOND PARTY shall be transferred to his authorized bank account not later than 7th day of the following month. The ENET shall endeavour to transfer such amounts earlier, if possible, keeping in view the cash flow needs of the SECOND PARTY.

(v) Payments transferred to the SECOND PARTY shall be subject to Service Tax as applicable under law and such amount shall be remitted to the competent authorities.

9. Terms Governing Service Delivery

(i) Upon compliance of requirements related to the premises and the successful completion of the necessary orientation training, the SECOND PARTY would be issued a formal CERTIFICATE of Authorisation, by the E-NET, to act as the authorised CUSTOMER SERVICE POINT to deliver all the services covered by the ENET. The concerned line Departments are deemed to have authorised the SECOND PARTY for this purpose.

(ii) The Authorisation Certificate shall specify the period of validity of such authorisation and shall be displayed prominently at the SECOND PARTY premises at all times.

(iii) The SECOND PARTY shall effectively, efficiently and professionally operate, run and maintain the Service Centre consistent with the directions of the E-NET. In this regard, it would be the primary responsibility of the
SECOND PARTY to ensure courteous and professional service to the public and achieve customer satisfaction for the service delivery operations undertaken by the SECOND PARTY.

(iv) The SECOND PARTY shall get license/Service tax registration or permit required to be taken as per the prevalent laws, where necessary and applicable.

(v) The SECOND PARTY shall open and operate necessary bank account(s) in a manner that is consistent with the guidelines as prior discussed and notified by E-NET from time to time, so as to accept payment in the form of cheques, drafts and such other instruments from the customers in respect of services rendered by the SECOND PARTY. Further, the SECOND PARTY shall also make arrangements to make available to the customer, payment through debit cards, credit cards and such other electronic means as and when such these are introduced for adoption in the SECOND PARTY operations. The operations, accounting, settlement and reconciliation including methods of handling exceptions shall be strictly followed as per the guidelines that are published by the FIRST PARTY from time to time.

(vi) The SECOND PARTY 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 E-NET.

(vii) The SECOND PARTY shall have no right to deny or delay of assigned rightful services to any citizen during the normal working hours.

(viii) The working hours of the SECOND PARTY shall be ordinarily from 9 AM to 6 PM on all weekdays except public holidays. The SECOND PARTY shall have the option of keeping staggered and extended working hours (including Sundays) based on local needs. It is required that the SECOND PARTY shall remain operational for no less than 60 (sixty) hours each week.

(ix) The SECOND PARTY may choose to conduct these operations in other locations within their defined Jurisdiction in addition to the SECOND PARTY location allotted to them keeping in view citizen convenience. SECOND PARTY shall appoint minimum 10 nos. e- volunteers to improve and sustain the business.

(x) The SECOND PARTY shall deliver all services as may be directed from time to time using only the authorized software solution and using their authorized access codes.

(xi) The SECOND PARTY shall give priority to the Government and Quasi Government services over other services.

(xii) The SECOND PARTY shall give preference to ladies, Senior Citizens and physically challenged / disabled customer while providing the services.

(xiii) The SECOND PARTY shall be encouraged to use of free open source software and shall refrain from using any pirated software including license violations.
(xiv) The Service Centre shall 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 person as a “benami”. All the liabilities in his personal capacity as the entrepreneur are binding on SECOND PARTY only.

(xv) The SECOND PARTY shall not engage in any other business or activities that are in conflict with the SECOND PARTY’s operations within the designated SECOND PARTY premises.

(xvi) The SECOND PARTY shall honour the commitments with Bankers /Financial Institutions etc.

(xvii) The SECOND PARTY shall prevent unauthorized use, removal misuse or damage of any online or physical property allotted by the E-NET as part of this Agreement.

(xvii) Any deviations to normal operations or conditions adopted by the SECOND PARTY keeping customer convenience and facilitation in mind shall not be unreasonably withheld, but the SECOND PARTY shall take prior written permission of the ENET in all such matters. However, due care is to be taken not to encroach on the share of business of the SECOND PARTY of the neighbouring localities while doing so.

(xviii) The SECOND PARTY 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.

(xix) The SECOND PARTY shall verify the record of all transactions done on daily basis at the E-NET through the software functionality that has been provided.

(xx) That the SECOND PARTY shall be obligated to pay all taxes, fees and other statutory dues within the stipulated dates, as may be applicable.

(xxi) That the SECOND PARTY 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.

(xxii) The E-NET being a direct interface to the customers, SECOND PARTY shall keep a suggestion/feedback book in the centre to obtain feedback from the customers on various services and put up the same to E-NET for consideration etc.

(xxiii) The SECOND PARTY shall use only channels defined by E-NET to resolve 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 the possible termination of the agreement.

(xxiv) That the SECOND PARTY shall prevent any improper, immoral and unlawful activities through the E-NET.

(xxv) The SECOND PARTY shall participate in the entrepreneurial/skill development and other training / orientation programmes related to service delivery operations as may be necessary from time to time at their own costs.
The SECOND PARTY shall attend all the meetings organized by the FIRST PARTY in connection with the review of functioning of SECOND PARTY.

10. 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, remaining non-functional for a continuous period of more than 15 (thirty) days, malpractice, misbehaving towards the officials of E-Net and back office staffs, fraud, misappropriation 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 Service Centre 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 SECOND PARTY
   b) Permanent disability of the SECOND PARTY
   c) SECOND PARTY getting Govt. job

(iv) The SECOND PARTY 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 SECOND PARTY operations to another SECOND PARTY who will be selected through a due process as may be decided by the E-Net. But on such unfortunate and unpleasant situation due to the irresponsible, undignified, heedless, superficial attitude of the SECOND PARTY, he/she has no right to raise a demand for the refund of Security Fee. FIRST PARTY will spend the said Security Fee to overcome the unpleasant situation to keep the reputation of E-Net.

(v) In the case of termination and/or transfer, the new SECOND PARTY 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 SECOND PARTY are liable to be suspended. An enquiry shall be conducted after giving due notice to the SECOND PARTY 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 SECOND PARTY shall be withdrawn. Then FIRST PARTY shall be free to make alternative service delivery arrangements at its discretion in the event of such suspension or termination.
11. Compensation

The SECOND PARTY is liable to pay an amount of 50,000/- (Rupees Fifty Thousand only) as Compensation to the FIRST PARTY if SECOND PARTY fails to (1) set up the centre as per prescribed technical specifications within 14 days from the date of signing of this agreement (2) run the centre for the period of minimum 3 years (3) to maintain trained computer operators (staffs) having prescribed Education Qualification and Computer Knowledge and service portal (www.janasevanakendram.com) user knowledge with E-Net Certification (4) to find minimum number of Token and Invoice generations through proper marketing effort and delivery of services.

12. Legal Relationship of SECOND PARTY

(i) This Service Agreement is a private business agreement wherein the SECOND PARTY, in his or her individual capacity, acts as an authorized agent to enable electronic delivery of citizen services as per the vision and model envisaged by the E-NET. While this service envisages positive returns for the SECOND PARTY, no guarantee of income is provided herein.

(ii) The SECOND PARTY 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 SECOND PARTY is expected to the risks involved in the Scheme.

(iii) The SECOND PARTY provides authorization to deliver electronic services on behalf of E-NET. It does not create any right or automatically entitle SECOND PARTY and its employees, agents and representatives to be provided with employment of permanent or temporary in nature with FIRST PARTY.

13. Confidentiality

(i) The SECOND PARTY 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 SECOND PARTY shall keep such data for the exclusive benefit of the 
customer with his concern. The SECOND PARTY further agrees that they 
will not maintain copies of any such data, unless authorized to do so by the 
customer for justified business requirements, including sharing such data 
with third parties for any other purpose for commercial reasons or otherwise.

14. 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.

15. 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.

16. 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 party in the manner specified above.

(iii) A notice served on a Party’s Representative shall be taken to be as notice to 
that Party.
17. 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 FIRST PARTY location having jurisdiction.

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

SIGNED SEALED AND DELIVERED BY:

THE FIRST PARTY :

LUCIPHER,
Founder & Executive Director,
E-Net JANASEVANAKENDRAML PRIVATE LIMITED
(Authorised Signatory)

THE SECOND PARTY

In the presence of witnesses

1)...............................................................................................................................

2)...............................................................................................................................