

महाराष्ट्र MAHARASHTRA

2020

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००२४
29 JUL 2020
सक्षम अधिकारी

SERVICE AGREEMENT

श्री. सी. टी. आंबेकर

This service agreement (hereinafter referred as the "Agreement") is made and entered into on this 21st day of September, 2020 (hereinafter, the "Execution Date"), at Mumbai,

By and between

The Governor of the State of Maharashtra exercising executive powers of State of Maharashtra through Additional Chief Secretary Rural Development Department, Bandhkam Bhawan, Merzban Road, Fort, Mantralaya, Mumbai. - 400 001, Maharashtra (hereinafter referred to as "RDD") (which terms or expression unless repugnant to the subject or context shall mean and include its successor in office) and assigns, of the First Part

AND

CSC e-Governance Services India Limited a Special Purpose Vehicle (CSC-SPV), a Company incorporated under the Companies Act, 1956 by the Department of Electronics and Information Technology (DeitY), Government of India to operationalize, rollout & monitor the implementation of Common Service Centres Scheme, having its registered Office at Electronics Niketan, 3rd Floor, Deity, 6 CGO Complex, Lodhi Road, New Delhi-110003 (hereinafter referred to as "CSC-SPV"), through its Chief Executive Officer (which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the SECOND PART

Pravin Jain



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जोड़पत्र-१ / Annexure - I

3 AUG 2020

केवल प्रतिज्ञापकसाठी / Only For Affidavit

A. S. SINGH - A. M.

मुद्रांक विकास सेवासाठी आहे

Signature

मुद्रांक विकास सेवासाठी आहे

M. M. Killa Court

मुद्रांक विक्रीसाठी आहे

दिनांक

Mumbai - 400 001.



मुद्रांक विकास सेवासाठी आहे

मुद्रांक विक्रीसाठी आहे

पत्रांक क्रमांक - ८००००२४

एच. कदम

मुद्रांक विकास सेवासाठी आहे दि. ०९/०९/२००८ मध्ये नोंदिलेले मुद्रांक विकास सेवासाठी आहे

मुद्रांक विकास सेवासाठी आहे दि. ०९/०९/२००८ मध्ये नोंदिलेले मुद्रांक विकास सेवासाठी आहे

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मुद्रांक विकास सेवासाठी आहे दि. ०९/०९/२००८ मध्ये नोंदिलेले मुद्रांक विकास सेवासाठी आहे

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RDD and CSC-SPV are hereinafter referred to collectively as the "Parties" and individually as a "Party".

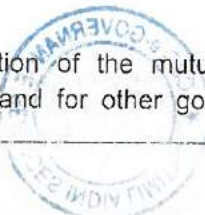
WHEREAS the Second Party, CSC-SPV has been engaged with Rural Development Department, Government of Maharashtra, to implement and monitor Common Services Centers Scheme (CSC) in rural areas of Maharashtra. This project is known as "Aaple Sarkar Seva Kendra" (ASSK) in which CSC-SPV has partner with RDD since last several years for all the project milestone in implementing and successfully achieving the goals of the department with a skilled and experienced team. Considering Maharashtra as successful model, the Government of India has signed a MOU with CSC-SPV for implementing the Common Service Centers (CSC) throughout the country.

WHEREAS:

- A. CSC-SPV has been incorporated by Department of Electronics & Information Technology, Government of India to enable a range of services to support the network of Common Services Centers (CSCs) through internet enabled rural service delivery points established for operation of CSCs and for aggregating content and offering relevant services viz., Government to Government (G2G), Government to Citizen (G2C), Business to Citizen (B2C), Business to Business (B2B) and other services to rural citizens;
- B. CSC-SPV has appointed skilled based, IT enabled staff at Gram Panchayat, Block, District and State Level from beginning of the ASSK Project. Now CSC-SPV has rich experienced in providing different skilled resources in area of IT and Non IT Skilled, Semi Skilled and Un-skilled manpower across India for different Government Departments.
- C. CSC-SPV has successfully provided these IT and Non IT i.e. Skilled, Semi Skilled and Un-skilled manpower at different level across the geographies of the country through its Alliance/Partner agency. With the help of these resources/manpower adequately so as to make them productive on the job assigned to them and also abide by the Rules and Regulations mentioned in the Circular No. बामयं-2020/प्र.क्र.33/वित्त-9 Dated 26th August, 2020 issued by the RDD,
- D. CSC-SPV shall permits by above Circular to implement/operate the Manpower Project/Resources by them Directly or Indirectly through its Alliance/Partner Agency in the entire State of Maharashtra under the RDD and its various Department mentioned in this Circular.
- E. As per the Outsourcing Policy decided by the Department of Finance, Government of Maharashtra has issued the various GR No. पदनि-2010/प्र.क्र.84/10/विसू-1, dated September 27, 2010, पदनि-2013/प्र.क्र.11/13/विसू-1, Dated February 2, 2013, पदनि-2013/प्र.क्र.112/13/वित्तीय सुधारणा-1, dated December 2, 2013, पदनि-2016/प्र.क्र.29/16 वित्तीय सुधारणा-1, dated August 2, 2016 and संकिर्ण-2019/प्र.क्र.22/कोषा-प्रशा-4, dated July 17, 2020. (Annexed herewith)
- F. As per the Outsourcing GR issued by the Department of Labour, Government of Maharashtra vide GR. No. काआआ-2013/प्र.क्र.233/कामगार-8 dated June 18, 2014 and संकिर्ण-2019/प्र.क्र.13/कामगार-8, dated February 22, 2019 as well as any increase or decrease in any statutory liabilities shall be paid from time to time and it shall be binding on both the parties. (Annexed herewith)
- G. According to the above mentioned Government's policy and the above referred circulars released by the Finance Department & the Labour Department, Government of Maharashtra, CSC-SPV - a Central Government Agency has submitted proposal vide letter dated 10th August 2020 to the RDD for providing required class "various category of manpower through its associate / Partner agency on contractual employment basis at all RDD and its various offices rather than appointing them as regular government's employees.
- H. Each Party represents that it has full power and authority to enter into and perform this agreement and the persons signing this agreement on behalf of each party is properly authorized and empowered to sign it.

Now, therefore, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and

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sufficiency of which are hereby acknowledged, the parties hereto, with the intent to make themselves legally bound agree as follows:

1. DEFINITIONS

1.1. In this Agreement, in addition to other words and expressions that may be defined elsewhere in this Agreement, unless the context otherwise requires, the following capitalized terms wherever used in the Agreement shall have the meanings as ascribed hereunder:

- 1.1.1. **"Affiliate"** means, as to a specified Person, any other Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person in question. For the purposes of this definition, "control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner;
- 1.1.2. **"Agreement"** means this master service agreement, its Schedules, its Annexures and any written amendments or Variations thereof, made in accordance with its terms.
- 1.1.3. **"Applicable Law"** means, with respect to each Party, all laws, codes, ordinances, statutes, rules, regulations, orders, decrees, judgements, injunctions, notices or binding agreements promulgated or entered into or issued by any Government Authority having jurisdiction over such Party, the Project or such Party's obligations under this Agreement, as the same may be modified, amended or repealed from time to time.
- 1.1.4. **"Attrition Rate"** means the ratio of resources leaving the team of Personnel deployed to the total number of resources within the team of Personnel deployed calculated per year as a percentage.
- 1.1.5. **"Base Rate Chart"** means the schedule of base rate as detailed in Schedule 1 of this Agreement.
- 1.1.6. **"Business Day"** means any day other than Saturday, Sunday, public holiday in the State of Maharashtra or other holiday as observed by RDD.
- 1.1.7. **"Business Hours"** means the working hours from 9:45 A.M. to 6:15 P.M. on all Business Days.
- 1.1.8. **"Change in Tax"** means, after the Execution Date: (a) a change in the rate of an existing Tax after execution of this Agreement; or (b) the imposition of a new Tax or repeal of any existing Tax in relation to the direct transaction between the Parties, but excluding changes in withholding taxes and direct taxes (which include income tax, corporate tax, profession tax and wealth tax) and formation of a new law by subsuming of existing laws.
- 1.1.9. **"Claim"** includes any claim, proceeding, cause of action, action, demand, penalty or suit (including by way of contribution or indemnity) at law or in equity.
- 1.1.10. **"Commencement Date"** means the date from which the Parties become liable to perform their obligations under this Agreement, which in present case will be signing of this agreement.
- 1.1.11. **"Confidential Information"** means, in relation to a Party (as to information disclosed, the "Disclosing Party" and as to information received, the "Receiving Party")
- 1.1.11.1. all terms of this Agreement and correspondences in this regard;
- 1.1.11.2. all information that is conspicuously designated in writing as "confidential" or "proprietary" by the Disclosing Party at the time of written disclosure; but excluding any information:

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- 1.1.11.2.1. which is publicly known or becomes publicly known other than by breach of this Agreement or any other obligation of confidentiality by the Receiving Party;
- 1.1.11.2.2. was rightfully in the possession of Receiving Party at the time of disclosure to it without any obligation to restrict its further use or disclosure;
- 1.1.11.2.3. which is disclosed to the Receiving Party without restriction by a third party when the third party is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party; or
- 1.1.11.2.4. is developed independently by the Receiving Party without reliance on any of the Disclosing Party's Confidential Information;

1.1.12. "Contract" means collective reference to the following documents:

- i. This Agreement;
- ii. CSC-SPV's proposal;
- iii. The Circular issued by the RDD;
- iv. The Work Order should mention Circular No and Date of the RDD;
- v. Any other document which has expressly agreed to by the Parties to form a part of the Contract.

1.1.13. "Contract Year" means the period of minimum 5 years beginning with the first day on the same day of the month as Commencement Date.

1.1.14. "Force Majeure Event" means any event which is not within the reasonable control of the Party affected, and with the exercise of due diligence, could not reasonably be prevented, avoided or removed by such Party, and does not result from such Party's negligence or the negligence of its agents, employees or sub-contractors, which causes the affected Party to be delayed, in whole or in part, or unable, to partially or wholly perform its obligations under this Agreement and arises due to the occurrence of any of the following events:

- 1.1.14.1. landslides, floods, fires, lightning, induction caused by lightning, earthquakes, storm, typhoon, tsunami, hurricane, tornado, epidemic;
- 1.1.14.2. war and other hostilities including terrorism (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo, rebellion, revolution, insurrection, military or usurped power and civil war/epidemic;
- 1.1.14.3. state-wide or nationwide riot, commotion, civil disorder, industrial disturbance, strikes or lock-outs, except for strikes or lock-outs isolated to the Party claiming a Force Majeure Event; or
- 1.1.14.4. ionising radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof, emission of hazardous industrial gases or chemicals.
- 1.1.14.5. A Force Majeure Event shall not include: (a) the affected Party's financial inability to perform under this Agreement; (b) sabotage by Personnel of the affected Party; and (c) the affected Party's delay or failure to obtain or maintain a Government Approval.

1.1.15. "Government Authority" means the Rural Development Department (RDD) and its allied offices including Zilla Parishad (ZP), Panchayat Samiti (PS), Maharashtra State Rural Livelihoods Mission (MSRLM), Rashtriya Gram Swaraj Abhiyan, (RGSA),

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Pradhanmantri Gram Sadak Yojna (PMGSY) and Mukhyamantri Gram Sadak Yojna (MMGSY) and other offices etc and their object mentioned in 6.2.

- 1.1.16. **"CSC-SPV's Nominated Bank Account"** means CSC-SPV's bank account specified in Schedule 1, or such other bank account as notified in writing by CSC-SPV to RDD;
- 1.1.17. **"CSC-SPV's Representative"** means the Person stated in Item 1 of Schedule 3, or such other Person nominated by CSC-SPV as CSC-SPV's Representative in accordance with clause mentioned in this agreement.
- 1.1.18. **"Intellectual Property Rights"** means any rights in or to any patent, copyright, database rights, rights in relation to the Services, software, firmware, know-how, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all applications, renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights and confidential trade secrets related to research, development, design, construction, manufacturing, erection, running, maintenance of Projects.
- 1.1.19. **"Loss"** means any and all judgments, damages, fines, losses, liabilities, interest, awards, penalties, costs and expenses, including, reasonable attorneys' fees, court costs, and other reasonable costs of suit, arbitration, dispute resolution or other similar proceedings.
- 1.1.20. **"Non-Business Hours"** mean hours excluding the Business Hours.
- 1.1.21. **"Notice"** means a notice given in accordance with this Agreement.
- 1.1.22. **"Party"** or **"Parties"** has the meaning set forth in the preamble of this Agreement.
- 1.1.23. **"Party Representative"** and **"Parties' Representative"** has the meaning given under this Agreement.
- 1.1.24. **"Person"** means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, governmental or political subdivision or agency.
- 1.1.25. **"Personnel"** means in relation to CSC-SPV or its Affiliates, its employees, directors, officers, agents, advisers, contractors who are to be deputed for secondment with RDD under this Agreement.
- 1.1.26. **"Price"** shall have meaning service charge to the party of the second part i.e. 14% over and above the Cost to the Company excluding GST, if applicable.
- 1.1.27. **"Resource Deployment Time"** shall mean the time that is agreed between CSC-SPV and RDD for the supply of resources at the various locations.
- 1.1.28. **"Start Date"** means the first day of joining of Personnel with RDD under this Agreement.
- 1.1.29. **"Taxes"** means any taxes, fees, levies, statutory charges, interest, penalties or other sum levied pursuant to any Applicable Law, including all sales, value added, excise and storage taxes, service taxes, licence and permit fees, entry tax, works contract, levies, cess, imposts, deductions, charges, withholdings and duties(including stamp duty and registration charges).
- 1.1.30. **"Variation"** means any modification, addition, deletion or other variation to, in or from the scope of services to provide under this Agreement or the performance of CSC-SPV's obligations in accordance with Clause 6 of this Agreement.



- 1.1.31. "Work Order" shall mean the work order issued by RDD and its various officers/ Department to CSC-SPV to commence the performance of services pursuant to this Agreement.

2. INTERPRETATION

2.1. Unless the contrary intention appears or the context otherwise requires:

- 2.1.1. Recitals, Clause, Schedule and Annexure. References to Recitals, Clauses, Schedules and Annexure are, unless otherwise indicated, to recitals of, clauses of, schedules to and annexure to this Agreement. All Schedules attached to this Agreement are incorporated herein by this reference and made a part hereof for all purposes. References to a Schedule shall mean the referenced Schedule and any sub-schedule, sub-parts, components or annexures included therewith.
- 2.1.2. Headings. The headings to Clauses and Schedules of this Agreement are for ease of reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein.
- 2.1.3. Gender and Numbers. As used in this Agreement, the masculine gender shall include the feminine and neuter and the singular number shall include the plural, and vice versa.
- 2.1.4. Successors and Assigns. Unless expressly stated otherwise, references to a Person include its successors and permitted assigns and, in the case of a Government Authority, any Person succeeding to its functions and capacities.
- 2.1.5. Day. As used in this Agreement, references to "days" shall mean calendar days, unless the term "Business Days" is used. If a period of time is specified from a given day or from the day of an act of event, it is to be calculated exclusive of that day. If the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day.
- 2.1.6. Grammatical Forms. As used in this Agreement, where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings; the words "herein," "hereunder" and "hereof" refer to this Agreement, taken as a whole, and not to any particular provision of this Agreement; "including" means "including, for example and without limitation," and other forms of the verb "to include" are to be interpreted similarly.
- 2.1.7. References to Documents. As used in this Agreement, all references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. Any term defined or provision incorporated in this Agreement by reference to another document, instrument or agreement shall continue to have the meaning or effect ascribed thereto whether or not such other document, instrument or agreement is in effect.
- 2.1.8. Reference to terms. All terms defined in this agreement shall have the defined meanings when used in any other document made or delivered pursuant hereto.

3. PRIORITY OF DOCUMENTS IN THE CONTRACT

- 3.1. The several documents forming the agreement shall be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the priority of the documents forming the agreement shall be as follows:

- 3.1.1. This Agreement
 3.1.2. CSC-SPV' offer
 3.1.3. The LOI
 3.1.4. The Work Order
 3.1.5. Any other document which has expressly agreed to by the Parties to form part of the agreement.

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4. ORDER OF PRECEDENCE

4.1. In the event of any inconsistencies between the sections comprising the agreement, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail:

- 4.1.1. Duly authorized and executed Variation and written amendments to this agreement as initially executed by the Parties, in reverse chronological order, with recent Variations and written amendments having priority over earlier Variation(s) and written amendments;
- 4.1.2. This agreement as initially executed by both Parties (not including the Schedules; and Annexure to the Schedules);
- 4.1.3. The Schedules and agreements to the agreement as initially executed.



5. TERM

- 5.1. Unless terminated earlier in accordance with the provisions of this Agreement, this Agreement shall be effective from commencement date and shall remain in full force with minimum effect five (5) years from the commencement date.
- 5.2. At the end of the contract period RDD, in mutual consent with CSC-SPV, may extend the contract without any change in the base rate applicable in the 5th year of the contract for a further period mutually agreed between the parties of the agreement.

6. OBLIGATIONS OF THE PARTIES

6.1. CSC-SPV's obligations

- 6.1.1. Party of the First Part and its allied offices and contractual employee of Party of the Second Part shall not have any Employer and Employee Relation. Further party of the second part shall liable to pay the entire contractual employee Wages and various benefits prescribed by Government of India and Government of Maharashtra from time to time i.e. Minimum Wages, Provident Fund (PF), Employee State Insurance Corporation (ESIC), Leave with Wages (LWW) Bonus etc.
- 6.1.2. To ensure that to give the initial administrative training to the contractual employee on the cost of CSC-SPV and the expenses for the same shall be incurred by the CSC-SPV and same can be recover from the employee then party of the first part shall not have any objection on the same.
- 6.1.3. To ensure that to do yearly Health Check-up of all the contractual employee of CSC-SPV or its alliance/partner agency are fit and fine to work under the RDD and its Various offices/Departments in the State of Maharashtra. The current pandemic situation of COVID 19 test of all the contractual employee shall do by CSC-SPV before joining of the Department. The rates of Health Check up and COVID 19 shall not be more than Central Government Health Scheme (CGHS) same shall be deduct from their contractual employee except those are covered under the ESIC Scheme.
- 6.1.4. To ensure that Contractual employee and Government Authority i.e. RDD and its allied offices shall not have any "Employer –Employee Relation"
- 6.1.5. To ensure that the Second party or their associate/partner agency shall be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of the statutory obligation under all related legislation as application to it from time to time including Minimum Wages Act, Contract Labour, Provident Fund, ESIC, Gratuity for any expenditure whatsoever on the manpower resources deployed by the agency on the obligation. The Second party shall be required to provide particulars of documentary proof/ papers deposited to the respective Statutory bodies/ Government department, i.e., Employee State Insurance, Provident Fund and GST, if applicable of its manpower resources deployed under the agreement while submission of invoice. The party of second part shall submit the invoice before 5th of every month and department shall verified the same within 7 days after



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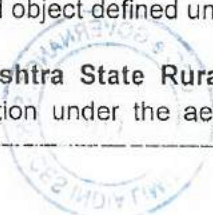
submission of the invoice and payment shall be made on or before the 15th of every month.

- 6.1.6. The party of second part shall be entitled for travelling allowance for their contractual employee will travel on the instruction of the authority as per the rules of the Government.
- 6.1.7. The party of the second part shall be intimate to the party of the first part about the name of the associate/partner agency and submit details of the said agency and it is obligatory that the terms and conditions of the said agreement shall be binding on their associate/partner agency. The party of the second part shall make this agreement as a part of their agreement.
- 6.1.8. The party of the second part shall be fixed a Service Charge of 14% on Cost to the Company (CTC) of the contractual employee and Goods & Service Tax shall be paid extra on entire Cost.
- 6.1.9. The party of the second part shall supply the required manpower/resources to the respective Department of the RDD within 30 days from the work order.
- 6.1.10. To adhere the rate and all terms & conditions mentioned in Maharashtra State Government's directives / guidelines and also comply to the Labour department's regulations / rules prescribed regarding minimum wages, ESIC / PF, professional taxes etc. for its Personnel.
- 6.1.11. To ensure proper background verification check including at a minimum, check for date of birth, educational qualifications, and experience and police verification of antecedents (if required).
- 6.1.12. To ensure that the performance and quality of work of the employees of the party of the second part meet the expectations of the party of the First Part. To replace the contractual employees whom the party of the first part instructs to replace. The responsibility to take the disciplinary action against the contractual employees is that of the party of the Second Part.
- 6.1.13. CSC-SPV is free to nominate Personnel with more years of experience than listed in the requirement above. However, once a Personnel is selected for a particular designation or role, then the years of experience of that Personnel which will be considered for the purpose of this agreement.
- 6.1.14. The party of the second part shall only be responsible for the Acts and omissions of the personnel deployed under this agreement. In case of any claim made by any third party in this regard, against CSC-SPV or its personnel, RDD shall in no way be responsible for the same.
- 6.1.15. Conduct the yearly health check-up of all contractual employees as mention in schedule 2

6.2. RDD's and its allied Offices Object

- a) "Rural Development Department" (RDD) means a Department of the Government of Maharashtra having administrative control over the Panchayat Raj and providing shelter and shelter related facilities under Pradhan Mantri Gramin Awaas Yojana and empowering Panchayati Raj system by empowering public representatives under development program through training.
- b) "Zilla Parishad" (ZP) means a Zilla Parishad constituted under Section 9 of The Maharashtra Zilla Parishads and Panchayat Samitis Act, 1961 and object defined under the said Act.
- c) "Panchayat Samiti" (PS) means a Panchayat Samiti constituted for every block under Section 57 of The Maharashtra Zilla Parishads and Panchayat Samitis Act, 1961 and object defined under the said Act.
- d) "Maharashtra State Rural Livelihoods Mission" (MSRLM) means a registered organization under the aegis of the National Rural Livelihood Mission (NRLM) by

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Government of Maharashtra in July 2011 the main object of the MSRLM is Poverty alleviation programme i.e. Aajeevika – endeavors to impact rural poverty through a range of comprehensive and strategic livelihoods interventions in a time bound manner. The MSRLM aims at eradication of rural poverty by building sustainable institutions of poor and ultimately leading them to sustainable livelihoods. The mission of the MSRLM is a dedicated and sensitive organization which creates an empowering environment for poor and vulnerable households of rural Maharashtra through inclusive, democratic and self managed community institutions, access to entitlements and financial services and a portfolio of sustainable livelihoods, leading to a life of prosperity, dignity and security. This project is funded by Central as well as State Government.

- e) **“Rashtriya Gram Swaraj Abhiyan” (RGSA)** it is a new restructured scheme announced by a Finance Minister, Government of India in his budget speech for 2016-17 for developing and strengthening the capacities of Panchayati Raj Institutions for rural local governance to become more responsive towards local development needs, preparing the participatory plans that leverage technology, efficient and optimum utilization of available resources for realizing sustainable solutions to local problems linked to Sustainable Development Goals (SDG). The key principles of SDG's i.e. leaving no one behind, reaching the farthest first and universal coverage, along with gender equality will be embedded in the design of all capacity building interventions including trainings, training modules and materials.
- f) **“Pradhanmantri Gram Sadak Yojna” (PMGSY)** launched by the Government of India to provide connectivity to unconnected Habitations as a part of poverty reduction strategy. Govt. of India is endeavoring to set high and uniform technical policy development and planning at State level in order to ensure sustainable management of the rural roads network. This project is funded by Central Government.
- g) **“Mukhyamantri Gram Sadak Yojna” (MMGSY)** it is State sponsored scheme and totally funded by State Government.

Government Authority i.e. RDD's and its allied Offices obligations;

6.2.1. RDD and its allied offices shall use its best efforts to ensure that it shall:

- 6.2.1.1. provide CSC-SPV and its Personnel with work permits and such other documents that shall be necessary to enable CSC-SPV or Personnel to perform the service;
- 6.2.1.2. issue to officials, agents and representatives of the Government Authority, all such instructions as may be necessary or appropriate for the prompt and effective deployment of Personnel; RDD other offices/department shall placed only work order and other offices will not enter into any separate agreement in this regard.

6.2.2. RDD and its allied offices shall provide adequate sitting arrangement, electricity, drinking water, network, internet and other necessary arrangement like laptops or desktops, etc., for CSC-SPV's Personnel at different locations of their deployment as per the nature, scope and extent of assignment.

6.2.3. RDD and its allied offices shall not come out with any tender / EOI / Empanelment of any agency for their out-sourcing requirement of the manpower category mentioned in this agreement during the agreement period.

6.2.4. RDD and its allied offices shall make the monthly payment to the party of the second part on or before the 12th of every month and party of the first part and its allied offices will not pay any interest on outstanding amount.

6.2.5. The party of the first part and its allied offices shall adhere all the notification issued by the Government of India/Government of Maharashtra from time to time in regards to increase/decrease in any statutory payment like minimum wages (Basic), Dearness Allowance (DA), Provident Fund (PF), Employee State Insurance Scheme

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(ESIC), Maternity Leave, Leave with Wages (LWW), Bonus, Gratuity, National Holiday and Labour Welfare Fund etc. to give the effect from the date of notification/circular etc. immediately and party of the second part shall submit the revise invoices/bills by giving this effect.

7. PRICE AND PAYMENT

Price

- 7.1. In consideration of the discharge of CSC-SPV's obligations for all matters and things under this Agreement and provision of services in relation thereto, in accordance with this agreement, RDD shall pay to CSC-SPV the consideration to be calculated in accordance with the Base Rate Chart as detailed in **Schedule 1** of this agreement.

Invoicing

- 7.2. CSC-SPV shall, at all times, maintain a complete and up-to-date list of all Personnel deployed with RDD and its various offices/Departments. The sheet shall contain the name of the Personnel deployed, the designation per the profile chart, and the rate of each such Personnel which will be as per the Base Rate Chart approved by the Department at the time of the work order. The Start Date of the Personnel will also be recorded in this Employee Sheet
- 7.3. CSC-SPV shall prepare and submit the invoice to RDD and its respective offices before 5th of every month and department shall verified the same within 5 days after submission of the invoice and payment shall be made on or before the 12th of every month and RDD and its offices will not pay any interest on delay payment. CSC-SPV shall ensure that after receipt of payment from the respective offices/department then party of the second part shall make the payment to their contractual employee within 3 working days.

Disputed Payments

- 7.4. If a dispute arises regarding the payments to be made to CSC-SPV hereunder, RDD, as applicable, shall pay all undisputed amounts in accordance with the Agreement, and RDD and CSC-SPV shall attempt in good faith to resolve the dispute within a period of seven (7) Business Days after the expiry of the Due Date and, if unsuccessful, shall utilize the dispute resolution provisions mentioned in this agreement to resolve the payment dispute. Upon resolution of the dispute regarding the disputed amounts, RDD and it's respective offices shall pay such determined amounts, if any.
- 7.5. The Parties agree that subsistence of the dispute will in no way affect the rights and obligations under this agreement.

8. TAXES

Price inclusive of Taxes

- 8.1. The price (Base Rate + applicable taxes GST, if applicable) will be deemed to be inclusive of all taxes payable under the applicable law. CSC-SPV shall charge applicable taxes in its invoice to Offices/Department, it shall collect from RDD and it's respective offices and pay to the Government Authorities the said taxes, if applicable when due and payable, any and all taxes in relation to the performance of its obligations under this agreement. The party of the first part and its offices shall ensure that whether their office/department is exempt from the Goods and Service Tax (GST) under the notification 12/2007 dated June 28, 2017. If exempted then no need to pay the GST and if taxable then need to pay the GST over and above the Cost to the Company and their service charge.
- 8.2. RDD and it's offices shall be entitled to deduct taxes (as required under applicable law) from all payments made by RDD under this Agreement as per the prevailing rates and necessary certificates for taking tax credit for such tax deductions or withholdings, shall be provided to CSC-SPV by RDD in accordance with applicable law. CSC-SPV shall

provide RDD with details, in writing, of its permanent account number in relation to income tax, along with the first bill for payments, and other information/documents as may be required.

- 8.3. In case of any changes in the tax regime, CSC-SPV shall inform RDD vide a written communication about any such changes and the new tax rates that shall be applicable from the date of coming into force of the new tax rates and shall charge the new tax rates in the future invoices

9. VARIATIONS

RDD's Proposed Variations

9.1 RDD may by Notice to CSC-SPV propose a variation in work to be performed under this agreement ("Proposed Variation Notice").

9.2 CSC-SPV must as soon as reasonably practicable but in no event later than thirty (30) Business Days after receipt of a Proposed Variation Notice,

9.2.1 issue a reasoned response to RDD advising whether the proposed variation is, acceptable or unacceptable;

9.2.1.1 if acceptable,

- a. provide a revised program for execution with supporting details and calculations containing a break down for manpower and overhead costs; and
- b. indicate what effect (if any) the proposed variation will have on the:
 - i. Price;

9.3 If CSC-SPV notifies RDD that the proposed variation can be implemented and RDD confirms in writing that it accepts the effect (if any) of the proposed variation as advised by CSC-SPV, then CSC-SPV must implement the proposed variation within the time period mentioned in Proposed Variation Notice or such other time as may be agreed between the Parties in writing.

Pricing of Variations

9.4 The Parties agree that:

9.4.1 CSC-SPV is under no obligation to perform any variation until both the:

9.4.1.1 adjustment to the Price; and

9.4.1.2 adjustment to the timeline for deployment under the agreement have been agreed to by the Parties.

9.5 Due to any change in applicable law, except change in tax, occurring after the Execution Date, if any variation is required in this agreement, the timeline of the deployment should be within 30 days from the date of order.

9.6 Any proposed variation approved by RDD or any variation required pursuant to the applicable law agreed between the Parties shall be a Variation.

10. INTELLECTUAL PROPERTY RIGHTS

Ownership

10.1 RDD and its allied offices shall own all Intellectual Property Rights pursuant to the services of the Personnel deployed in relation to the work to be performed under this Agreement. RDD shall own the Intellectual Property Rights of any new code written / generated in relation to the work to be performed under this Agreement. The rights of entire data, including backups, any documents created shall be with RDD. All licenses (perpetual) would be owned by RDD.

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Enforcement

- 10.2 Each Party shall notify the other Party promptly in writing of any suspected infringement by a third party of License Matter or any of the Intellectual Property therein. RDD shall have the exclusive right to enforce and defend its Intellectual Property Rights in its sole discretion and shall have the sole right of control of any such enforcement action or proceeding it elects to initiate (an "Action"), at RDD's sole cost and expense. RDD shall keep CSC-SPV informed as to the course of all such Actions. RDD shall not settle any such Action in a manner materially and adversely affecting CSC-SPV's rights in this Agreement or performance of the Services without obtaining the prior written consent of CSC-SPV, which consent shall not be unreasonably withheld or delayed.

11. CONFIDENTIALITY

Use

- 11.1 Each Party may use the Confidential Information of the other Party only for the purposes of performing its obligations under this agreement and not otherwise.

Disclosure

- 11.2 Except as permitted in writing or required by this agreement, Receiving Party must not disclose to any other Person any of the Disclosing Party's Confidential Information.

Permitted disclosure

- 11.3 The Receiving Party may disclose the Confidential Information of the Disclosing Party:
- 11.3.1 When required to do so by law or any Government Authority, including any stock exchange on which it or any of its Affiliates is listed;
 - 11.3.2 to its Personnel whose duties reasonably require such disclosure, on condition that the Party making such disclosure:
 - 11.3.3 ensures that each such Person to whom such disclosure is made is informed of the confidentiality of the information and the obligations of confidentiality under this agreement; and
 - 11.3.4 uses best endeavours to ensure that each such Person to whom such disclosure is made complies with those obligations as if they are bound by them;
 - a. to the Financers; and
 - b. when approved for disclosure in writing by an authorized representative of the Disclosing Party

12. REPRESENTATIONS AND WARRANTIES

CSC-SPV's representation and warranties

- 12.1. As on the Execution Date, CSC-SPV represents and warrants to RDD that:
- 12.1.1 Due Formation; Valid Existence. CSC-SPV is a company duly organised, validly existing and in good standing under the laws of India.
 - 12.1.2 Due Authorization. The execution, delivery and performance of this Agreement by CSC-SPV has been duly authorized by all necessary corporate action on the part CSC-SPV.
 - 12.1.3 Execution and Delivery. This agreement has been duly executed and delivered by CSC-SPV. This agreement constitutes the legal, valid and binding obligation of CSC-SPV enforceable against it in accordance with its terms, except to the extent limited by bankruptcy, insolvency or other similar laws relating to the rights of creditors.
 - 12.1.4 Capacity. In entering into this agreement, CSC-SPV is acting in its own capacity and not in the capacity as trustee of any trust or as agent on behalf of any entity;
 - 12.1.5 No Conflict. The execution, delivery and performance of this agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the articles of incorporation or the bylaws of CSC-SPV or any applicable law or any material covenant, agreement,

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- understanding, decree, indenture, instrument or order to which CSC-SPV is a party or by which CSC-SPV or any of its properties or assets is bound or affected.
- 12.1.6 Pending Proceedings. There is no action, suit or proceeding, at law or in equity, or official investigation by or before any Government Authority, arbitral tribunal or any other body pending before any judicial, quasi judicial or adjudicatory body pending or, threatened against or affecting CSC-SPV or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on CSC-SPV's ability to perform its obligations under this agreement or on the validity or enforceability of this agreement.

RDD's representation and warranties

12.2. As on the Execution Date, RDD hereby represents and warrants to CSC-SPV that:

- 12.2.1 Due Formation; Valid Existence. RDD is one of the departments of the State Government of Maharashtra which is integral part of the Union of India under Articles 1 and 152 of the Constitution of India.
- 12.2.2 Due Authorization. The execution, delivery and performance of this Agreement by RDD has been duly authorized by all necessary corporate action on the part of RDD.
- 12.2.3 Execution and Delivery. This agreement has been duly executed and delivered by RDD by adhering to the provisions of Articles 166 and 299 of the Constitution of India. This agreement constitutes the legal, valid and binding obligation of RDD enforceable against it in accordance with its terms, except to the extent limited by bankruptcy, insolvency or other similar laws relating to the rights of creditors, or by general principles of equity.
- 12.2.4 No Conflict. The execution, delivery and performance of this agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required any applicable law or any material covenant, agreement, understanding, decree, indenture, instrument or order to which RDD is a party or by which RDD or any of its properties or assets is bound or affected.
- 12.2.5 Pending Proceedings. There is no action, suit or proceeding, at law or in equity, or official investigation by or before any Government Authority, arbitral tribunal or any other body pending before any judicial, quasi judicial or adjudicatory body pending or, threatened against or affecting RDD or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on RDD's ability to perform its obligations under this agreement or on the validity or enforceability of this agreement.

13. INDEMNIFICATION

Indemnification by RDD

- 13.1 RDD hereby agrees to indemnify, defend and hold harmless CSC-SPV, its Personnel, shareholders and partners ("Indemnified Party"), from and against any and all Claim or Loss incurred or suffered by Indemnified Party for:
- 13.1.1 any non-compliance or violation of any applicable law or Government Approval to be complied with hereunder by RDD or its Personnel;
- 13.1.2 any failure to pay taxes duties, charges, costs, etc., by RDD or its Personnel;
- 13.1.3 breach of RDD's obligations contained in this agreement;
- 13.1.4 breach of RDD's representations and warranties contained in this agreement;
- 13.1.5 bodily injury or death of any Person caused by RDD's performance or non-performance of its obligations under this agreement unless the same is solely and directly attributable to CSC-SPV's gross negligence, fraud or wilful misconduct under this agreement; or
- 13.1.6 loss of or physical damage to real property caused by RDD's performance or non-performance of its obligations under this agreement unless the same is solely and directly attributable to CSC-SPV's gross negligence, fraud, or wilful misconduct under this agreement.






Indemnification by CSC-SPV

13.2 CSC-SPV hereby agrees to indemnify, defend and hold harmless RDD and its Personnel, shareholders and partners ("Indemnified Party"), from and against any and all Claim or Loss incurred or suffered by Indemnified Party for:

- 13.2.1 any non-compliance or violation of any applicable law or Government Approval to be complied with hereunder by CSC-SPV or its Personnel;
- 13.2.2 any failure to pay taxes, duties, charges, costs, etc. by CSC-SPV or its Personnel;
- 13.2.3 breach of CSC-SPV's obligations contained in this agreement;
- 13.2.4 breach of CSC-SPV's representations and warranties contained in this agreement;
- 13.2.5 bodily injury or death of any Person caused by CSC-SPV's or its Personnel's performance or non-performance of CSC-SPV's or its Personnel's obligations under this agreement unless the same is solely and directly attributable to RDD's gross negligence, fraud or wilful misconduct under this agreement; or
- 13.2.6 loss of or physical damage to real property caused by CSC-SPV's or its Personnel's performance or non-performance of CSC-SPV's or its Personnel's obligations under this agreement unless the same is solely and directly attributable to RDD's gross negligence, fraud or wilful misconduct under this agreement.

13.3 The Parties agree that obligations giving rise to the payment of liquidated damages under this Agreement shall not give rise to a Claim of indemnity under this Clause 14, except as permitted otherwise and this Clause 14 shall not apply with respect to infringement or Claims of infringement of Intellectual Property Rights.

Continuing Indemnities

13.4 The indemnities in this agreement are (a) continuing, separate and independent obligations of the Parties from their other obligations and survive the termination of this agreement, and (b) absolute and unconditional and unaffected by anything (including any other provision of this agreement) that might have the effect of limiting, prejudicing, releasing, discharging or affecting in any other way the liability of the Party giving the indemnity.

Indemnification Procedure

13.5 When a Party hereunder ("**Indemnifying Party**") is required to indemnify the other Party ("**Indemnified Party**") in accordance with this Clause 14.5, the Indemnifying Party shall assume on behalf of such Indemnified Party, and conduct with due diligence and in good faith, the defense of any Claim against such Party, whether or not the Indemnifying Party shall be joined therein, and the Indemnified Party shall promptly notify the Indemnifying Party of such Claim and cooperate with the Indemnifying Party in such defense. The Indemnifying Party shall be in charge of the defense and settlement of such Claim; provided, however, that without relieving the Indemnifying Party of its obligations hereunder or impairing the Indemnifying Party's right to control the defense or settlement thereof, the Indemnified Party may elect to participate through separate counsel in the defense of any such Claim at its own cost and expenses (including attorneys' fees and legal costs). Notwithstanding anything to the contrary in this Agreement, only in the event that the Indemnifying Party fails to contest, (a) such Claim in good faith by appropriate proceedings, or (b) act in good faith or (c) where the Indemnified Party suffers or is likely to suffer consequential losses, within a reasonable time following written demand there for from the Indemnified Party, then in either such event the Indemnified Party shall be entitled, upon Notice to the Indemnifying Party, to assume control of the defense or settlement of such Claim and shall be entitled to use its own counsel, the reasonable fees and expenses (including attorneys' fees and legal costs) of which shall be paid or reimbursed by the Indemnifying Party to the Indemnified Party. No Indemnifying Party shall settle any such Claims or actions in a manner which would require any action or forbearance from action by any Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld.

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14. FORCE MAJEURE

Effect of Force Majeure Event

- 14.1 Neither Party shall be considered to be in default or in breach of its obligations under this agreement to the extent that performance of such obligations are delayed or prevented due to any Force Majeure Event. If either Party, as a result of a Force Majeure Event, is rendered wholly or partially unable to perform its obligations under this agreement, such Party shall comply with the following:
- 14.1.1 the affected Party shall give other Party Notice describing the particulars of the occurrence, with Notice given promptly after the occurrence of Force Majeure Event and in no event more than seven (7) days after the affected Party becomes aware of or ought to have become aware of the occurrence of Force Majeure Event;
 - 14.1.2 the affected Party shall give the other Party Notice estimating the event's expected duration and probable impact on the performance of such Party's obligations hereunder, and such affected Party shall continue to furnish weekly reports with respect thereto during the continuation of the event;
- 14.2 the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the event;
- 14.3 no liability of either Party which arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the occurrence;
- 14.4 the affected Party shall exercise all reasonable efforts to mitigate or limit damages to the other Party, promptly taking appropriate and sufficient corrective action, including the expenditure of all reasonable sums of money and re-assignment of personnel to other tasks or locations;
- 14.5 the affected Party shall use all reasonable efforts to promptly continue to perform its obligations hereunder and to promptly correct or cure the event excusing performance;
- 14.6 when the affected Party is able to resume performance of the affected obligations under this Agreement, the affected Party shall promptly resume performance and give the other Party Notice to that effect; and
- 14.7 no Party has any entitlement against the other Party for any costs, Losses, Claims, expenses, damages during a Force Majeure Event or any delay costs in any way incurred due to such event.

Burden of Proof

- 14.8 The burden of proof as to whether an Force Majeure Event has occurred and whether such event excuses a Party from performance under this Agreement shall be upon the Party claiming such Force Majeure Event.

15. TERMINATION

- 15.1 RDD may, without prejudice to any other remedy for breach of agreement, terminate this agreement in case of the occurrence of any of the events specified in paragraphs 15.1.1 through 15.1.7
- 15.1.1 If CSC-SPV does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as RDD may have subsequently approved in writing.
 - 15.1.2 If CSC-SPV becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
 - 15.1.3 If CSC-SPV submits to the RDD a false statement which has a material effect on the rights, obligations or interests of RDD.
 - 15.1.4 If CSC-SPV fails to provide the quality services as envisaged under this Contract, RDD may make judgment regarding the poor quality of services, the reasons for

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which shall be recorded in writing. RDD may decide to give one chance to CSC-SPV to improve the quality of the services.

15.1.5 If CSC-SPV fails to comply with any final decision reached as a result of arbitration proceedings.

15.1.6 If, as the result of Force Majeure, CSC-SPV is unable to perform a material portion of the Services for a period of not less than 60 days

15.1.7 In any event, RDD is entitled to terminate if and only if the breach is not remedied within a stipulated time period.

15.2 In the event RDD terminates the agreement in whole or in part, pursuant to clauses 15.1.1. to 15.1.7, RDD may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and CSC-SPV shall be liable to RDD for any additional costs for such similar services. However, CSC-SPV shall continue performance of the agreement to the extent not terminated.

15.3 CSC-SPV may, without prejudice to any other remedy for breach of agreement, terminate this agreement in case of non payment of its payment for period exceeding three (03) months by RDD. In such case, CSC-SPV shall not be responsible for any loss / damage or disruption in services that may occur due to the termination under this clause (15.3) under any circumstances

15.4 Force Majeure Termination. If an affected Party's obligations under this agreement is delayed or interrupted for more than sixty (60) days by reason of a Force Majeure Event, either Party may terminate this agreement by providing thirty (30) days' Notice thereof to the other Party and, except with respect to obligations and liabilities that expressly survive termination or expiration of this agreement, thereafter neither Party shall have any further obligations or liabilities hereunder, subject to Clause 20.

Payment on Termination

15.5 In the event that the agreement is terminated, RDD shall pay to CSC-SPV, within fifteen (15) Business Days following receipt of an invoice therefor, for all the services provided under this agreement prior to the effective date of termination of this agreement, and all other amounts due hereunder through and including the date of such termination in accordance with this agreement, reduced by any amounts previously paid by RDD.

16. DISPUTE RESOLUTION

Arbitration Procedure

16.1 Subject to Clause 16.2, any dispute not resolved pursuant to the management discussions after thirty (30) days will be submitted for arbitration before an arbitration tribunal consisting of three arbitrators (one each appointed by each Party and the third to be appointed by these two appointed arbitrators) in accordance with the provisions contained herein and in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, except to the extent such rules may be modified by agreement of the Parties in writing. All arbitration shall take place in the Mumbai, unless otherwise agreed to by the Parties. All arbitration proceedings shall be conducted in the English language. The expenses of arbitration shall be paid as may be determined by the arbitrators. The Parties agree that any arbitration award issued by the arbitrator will be final and binding upon the Parties.

Performance during Dispute

16.2 During the term of this agreement, in the event of a dispute, or any arbitration or court proceedings relating to this agreement, the Parties will continue to perform their respective obligations under this agreement.

17. NOTICES

Form of Notices

17.1 Any notice, approval, consent or other communication in relation to this Agreement, including service of due process under any Dispute ('Notice'), must:

17.1.1 be in writing;

17.1.2 be marked for the attention of and addressed to:

17.1.3 in the case of a Notice to CSC-SPV, CSC-SPV's Representative, and

- 17.1.4 in the case of a Notice to RDD, RDD's Representative, and
17.1.5 be sent by personal delivery, registered mail, courier, facsimile or electronic mail to the last notified address, facsimile number or email address of the Party.

17.2 Email will not be valid service for the purposes of any Notice of suspension, termination or Dispute under this Agreement.

Representatives

17.3 CSC-SPV and RDD each must appoint and at all times have a duly authorised representative to exercise their respective powers, duties, discretions, responsibilities, obligations and authorities under this Agreement.

17.4 As at the Effective Date:

17.4.1 RDD's Representative is the Person stated in Item 1 of **Schedule 2**; and

17.4.2 CSC's Representative is the Person stated in Item 2 of **Schedule 2**.

17.5 CSC-SPV may replace its Representative upon Notice of thirty (30) days, prior to exercising such replacement, to RDD. A copy of all Notices given to RDD under this Agreement must be given to the RDD's Representative.

17.6 RDD may replace its Representative upon Notice of thirty (30) days, prior to exercising such replacement, to CSC-SPV. A copy of all Notices given to CSC-SPV under this Agreement must be given to CSC-SPV's Representative.

17.7 The appointment of RDD's Representative and CSC-SPV's Representative will not prevent RDD or CSC-SPV from exercising any right, obligation or function under this Agreement.

17.8 RDD's Representative and CSC-SPV's Representative may delegate its authorities under this agreement, in full or part, to any Person with a Notice to CSC-SPV's Representative or RDD's Representative, as applicable.

Receipt

17.9 A Notice will be treated as having been received:

17.9.1 if sent by hand, when its delivery is confirmed by a signature on behalf of the recipient;

17.9.2 if sent by registered post or courier with proof of service/acknowledgement, on the business date of its receipt or the expiry of seven (7) days after date of dispatch, whichever is earlier; or

17.9.3 by email when the sender receives an automated message confirming delivery.

18. GENERAL

Successors and Assigns

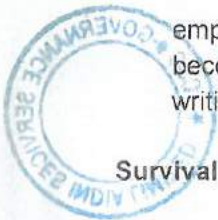
18.1 This agreement shall be binding upon and shall inure to the benefit of the successors and permitted assignees of RDD and CSC-SPV. Either Party shall not have the right to assign or novate this Agreement or any rights or obligations hereunder without the consent of the other Party. No assignment or novation shall relieve either Party of its respective obligations hereunder, except to the extent such obligations are novated with such assignment. Any assignment not in conformity with this agreement shall be null and void.

Business Ethics

18.2 All activities and transactions performed by the Parties under this agreement shall be carried out in a proper and truthful manner, and any records or documents relating to such activities and transactions shall contain a true and proper account of the facts and circumstances pertaining thereto.

Conflicts of Interest

18.3 Each Party shall exercise reasonable care and diligence to prevent any actions or situations which could result in a conflict with the best interests of the other Party. The Parties shall not offer, give, solicit or accept an advantage or excessive entertainment to or from any of the



900

employees or agents of the other Party and other business associates. Any Party who becomes aware of any violations of this Clause shall immediately notify the other Party in writing.

Survival

18.4 All provisions of this agreement that either expressly by their terms survive or by their nature are to survive or continue in force and effect after the expiration or termination of this agreement shall remain in effect and be enforceable following such expiration or termination. For the avoidance of doubt, the provisions of Clauses 6,11,12,13,14,17 & 18 shall survive the termination or expiry of this agreement.

Waiver

18.5 No waiver of any of the terms, provisions or covenants of this agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the waiver is sought. The failure by either Party at any time to enforce any of its powers, remedies or rights under this Agreement will not constitute a waiver of such powers, remedies or rights or affect the Party's rights to enforce those powers, remedies or rights at any time. Nor does any single or partial exercise of any power, remedy or right preclude any other or further exercise of it or the exercise of any other power, remedy or right under this Agreement. No waiver of any of the provisions shall be deemed to be or constitute a waiver of any other provision of this agreement.

Governing Law

18.6 This agreement will be construed according to the laws in force in India and subject to Clause 18 (Dispute Resolution) the parties submit to the jurisdiction of the courts at Mumbai, India.

Amendments

18.7 The terms of this agreement may only be varied, supplemented or waived by written agreements between the Parties.

Severance

18.8 If any provision of this agreement is prohibited, invalid, illegal or unenforceable in any court of competent jurisdiction that provision will, as to that jurisdiction be ineffective to the extent of the prohibition, invalidity, illegality or unenforceability without invalidating or affecting the legality of the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

Costs Generally

18.9 Each Party must bear and is responsible for its own costs in connection with the negotiation, preparation, execution, and performance of this agreement.

Entire Agreement

18.10 These terms and conditions constitute the complete and exclusive statement of this agreement among the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement, or any document including offer submitted by CSC-SPV

Language

18.11 The language of this agreement and all communications, documents and Notices under this agreement shall be in English.

Counterparts

18.12 This agreement may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute the same instrument.

Rajiv Jain



IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date herein mentioned below:

RDD Signature: <u>Pravin Jain</u> Name: <u>Shri. Pravin Devichand Jain</u> Designation: <u>Deputy Secretary</u> Place: <u>Mumbai</u>	CSC-SPV Signature: <u>Sameer</u> Name: <u>Shri. Sameer Subhash Patil</u> Designation: <u>Vice President</u> Place: <u>Mumbai</u>
in the presence of Witness – 1: Signature: <u>Eknath</u> Name: <u>Shri. Eknath Kashinath Gagare</u>	Witness – 1: Signature: _____ Name: _____





Note:-	1) The Other Allowances which would be included in Gross Salary will attract statutory dues accordingly
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2) Any revision in the minimum wages Dearness/Special Allowances will be implemented & incorporated in above structure & same will be billed accordingly

3) Above Rates are for 8 Hrs 26 Days

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SCHEDULE 3 - REPRESENTATIVES

1. RDD's Representative

Kind Attention	Shri.Pravin Devichand Jain
Address	Rural Development Department, Bandhkam Bhavan, Marzban Road, Fort, Mumbai-400 001
Email address	pravin.jain@gov.in

2. CSC-SPV's Representative

Kind Attention	Shri.Sameer Subhash Patil
Address	Electronics Niketan, 3rd Floor, Deity, 6, CGO Complex, Lodhi Road, New Delhi-110003
Contact no.	+919890601117
Email address	sameer@cscegovindia.com



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SCHEDULE 2

Yearly Health Check Up for all Contractual Employees		
S.N.	Test for male	Test for Female
1	General Physical Examination	General Physical Examination
2	Complete Blood Count	Complete Blood Count
3	Random Blood Sugar	Random Blood Sugar
4	Extended Lipid Profile	Extended Lipid Profile
5	Liver Function Test	Liver Function Test (S. Bilirubin T, S. Bilirubin D, SGOT, SGPT)
6	Kidney Function Test (Blood Urea, S.creatinine, S.uric acid)	Kidney Function Test (Blood Urea, S.creatinine, S.uric acid)
7	Oral Health Check up	Oral Health Check up
8	Vision Test	Vision Test
9	Blood Pressure Checkup	Blood Pressure Checkup
10	Chest X-ray For patients with Bronchitis	Chest X-ray For patients with Bronchitis
11	ECG	ECG
12	Thyroid Test (T3,T4,TSH)	Thyroid Test (T3,T4,TSH)
13	PSA for above 45 years	Breast Scan for female
14	HbA1C	HbA1C
15	Vitamin D Total	Vitamin D Total
16	Vitamin B12	Vitamin B12
17	ESR	ESR
18	USG full Abdomen	USG full Abdomen
19	Audiometry	Audiometry
20	Stress Test	Stress Test
21	Spirometry	Spirometry
22	oximetry	oximetry
23	Urine routine	Urine routine
24	IRON	IRON
25	Ferittin	Ferittin
26	HIV ELISA	HIV ELISA
27	HBsAg	HBsAg
28	anti HCV	anti HCV

*	Covid antibody test	Covid antibody test
**	RT-PCR Test	RT-PCR Test

Note:

1. For Health check-up CSC can deduct from contractual employee payment as per CGHS rate only they cannot charge above CGHS rate. If CGHS rate is not available for any health check up then they can charge at lowest available market rate.
2. During Covid Pandemic CSC must conduct Covid Test (*,**) for all Contractual Employees before actual deployment of resources on job.



For
Raman

h1600

209/4.

