

Sl. No. of the Agreement.....



**Agreement with**

**BLS Service Center Operator for running**

**BLS CSC (Common Service Center)**

Trade Mark Rights Reserved with BLS E-Services Pvt. Ltd.

Name of the District	
VLE i.d. (SCO code)	
Name of the SCO (Service Center Operator)	
Sex (Male / Female)	
Address of the SCO	
Village / Gram Panchayat Name	
Block Name / Address of Urban CSC	
District Name	
Zone Number	
Pin Code	
Contact Number (With Area Code)	

**Agreement with Centre Operator for running Common Services Center under National e-Governance Plan**

**AGREEMENT – BLS CSC**

THIS AGREEMENT (“Agreement”) made on this \_\_\_\_\_ day of Month \_\_\_\_\_ Year 2020 at New Delhi.

**BETWEEN**

**BLS E-Services Pvt. Ltd.**, a Company incorporated under the Companies Act, 1956, having its registered office at G-4B-1, Extension, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044 (India) and its UP State office at L -27, Tez Kumar Plaza, 1 Triloki Nath Marg, Hazaratganj, Lucknow. Uttar Pradesh- 226001 (hereinafter referred to as the "**BLSES**") which expression shall unless excluded by, or repugnant to the context include its successors and assigns) of the ONE PART.

**And**

The **BLS Service Center Operator (BLS SCO)** in any other legal and contractual capacity, having his personal details as under, for day-to-day management, operations and maintenance of the BLS CSC so as to provide services to the citizens / customers, hereinafter referred to as “BLS Service Centre Operator” or “**BLS SCO**” or the party of the OTHER PART (which means the individual identified).

BLS SCOs are sometimes individually referred to as a “Party” and collectively as “Parties.”

**Personal Details of SCO as follows:**

Mr/ Miss/ Mrs ..... S/o / D/o / W/o .....  
D.O.B ..... PAN no ..... Aadhaar no ..... Mobile no .....  
..... e-Mail i.d .....  
Resident of Village / House No. .... Post / Street ..... Block / Colony .....  
..... Tehsil / Sub-District..... District ..... PIN code .....  
.....

**Address and Location details of CSC:** Strike out whichever is not applicable

**Address of Rural CSC as follows:**

Village ..... Nyaya Panchayat ..... Gram Panchayat .....  
..... Vikas Khand ..... Block ..... Tehsil .....  
..... District ..... PIN code .....

**Address of Urban CSC as follows:**

House No./ Shop No. .... Street Name / No..... Mohalla/ Colony .....  
..... Ward ..... Sub-District..... District .....  
..... PIN code .....(LandMark).....

**WHEREAS**

1. District e-Governance Society (hereinafter referred to as “DeGS”) had invited proposals inter alia from Companies and Trusts to select Service Centre Agencies (termed District Service Providers) for establishing Common Services Centers (CSC’s) across the State of Uttar Pradesh through a transparent process in accordance with the requirements defined in the Request for Proposal (hereinafter referred to as “RFP”) issued by the DeGS, dated..... for this purpose.

2. BLS International Services Ltd. had quoted for the establishment of the “Jan Seva Kendras/Jan Suvidha Kendras” also known as CSC (Common Service Center) under the CSC Project of the Government of Uttar Pradesh under the National E-Governance Plan (NeGP) and the same has been accepted by the District e-Governance Society (hereinafter referred as “DeGS”) and Center for e-Governance (hereinafter referred to as “CeG”). Consequently BLS International Services Ltd. has been nominated as the District Service Provider (hereinafter referred as “DSP”) to implement the project in Various Districts of Uttar Pradesh and has received Letter of Intent (“LOI”) no..... dated .....from District.....
3. BLS International Services Ltd. has entered into a Master Service Agreement (“MSA”) dt..... with the DeGS of the District.....to operate and maintain the BLS CSC on Build, Own and Operate (BOO) basis, (hereinafter referred to as the “Project”).
4. Whereas BLS E-Services Pvt. Ltd., a wholly owned subsidiary of BLS International Services Ltd. and the e-Governance Services division of BLS International Services Ltd. shall be assisting in implementation of the MSA and the terms of the tender. In this regard BLS International Services Ltd. and BLS E-Services Pvt. Ltd. have entered into an agreement dt. ....for this purpose. BLS E-Services Pvt. Ltd. will have to develop, design, build, rollout, establish, operate and maintain the BLS CSC at various districts as per the above said LOI for the delivery of services to the customers / citizens in accordance with the provisions of the Master Service Agreement (“MSA”)
5. BLSES has been approached by the second party for appointment as BLS Service Center Operator (BLS SCO) and relying on the representation made by such party regarding skill, knowledge and willingness to perform its role as a BLS SCO, BLSES is selecting such party as its BLS CSC at the place of allotment. BLS SCO shall fully be bound by the terms of the said main contract, and conduct itself in accordance therewith

AND WHEREAS

BLSES is engaged in the business of delivery of Services and/or Products through IT infrastructure which business is operated in accordance with distinctive system and plan followed by the business of e-Services utilizing and comprising certain proprietary and confidential information, standards, techniques, projects, packages, identifying schemes, management methods and standard operational procedure and has spent considerable time, effort and money in development and implementation of the aforesaid business activities carrying in name of the BLS CSC. BLS International has signed a Master Service Agreement with the District Administration by virtue of its appointment as DSP (District Service Provider) by the District e-Governance Society (under Center for e-Governance), Government of UP for period of three years (which is extendable to further period of two years), for establishment and operations of Common Service Centers (Jan Seva Kendra/ Jan Suvidha Kendra) in the District for delivery of G2C (Government to Citizen) services.

And whereas, BLS E-Services Pvt. Ltd., a wholly owned subsidiary of BLS International Services Ltd. and the e-Governance Services division of BLS International Services Ltd. has established substantial reputation and goodwill and have acquired Intellectual Property (IP) rights in the business services and have also tied-up with various reputed service providers for facilitating the B2C (Business to Customer) services.

And whereas the BLS SCO desires to do the said business and understands the need to maintain the identity and the reputation of the network being identified by its common name and symbol.

And whereas, the BLS SCO desires to obtain the benefit of knowledge, skill and experience of BLS E-Services Pvt. Ltd. as a franchise to operate the said business of CSC in and around the place of allotment as mentioned above under Address of CSC as per terms and conditions mentioned in this agreement by charging the fees and costs as fixed by the Government / BLSES from time to time.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. BLSES hereby grants to the BLS SCO, for a period of One year from the date hereof, subject to the terms and conditions of this agreement, the right and license to operate at the allotted location (Location details as above), subject to the terms and conditions contained hereinafter, the business of delivery of G2C and B2C services through IT enabled CSC under its proprietary marks in accordance with its system as implemented by BLSES, unless earlier terminated pursuant to this Agreement. The agreement shall be extendable for further period of One year and further automatically unless terminated at sole discretion of BLSES on the basis of performance of the BLS SCO and as per the service standards laid down by the Government in the MSA and through Government Orders for G2C services and by BLSES for B2C services from time to time. The agreement will stand automatically terminated upon termination of term of MSA with the DeGS.
2. It is understood and agreed between the parties that this agreement is not for appointment of the service Center Operator as an “Employee” of BLSES and the BLS SCO shall never claim himself/herself as an employee and/or agent of BLSES.
3. The BLS SCO shall Display the collaterals, banners, posters, display boards and other material in and around the CSC premises in such a manner and as per standard design as BLSES may from time to time direct and provide. In order to maintain similar look and feel across all CSCs BLSES may decide to provide such collaterals, banners, posters, display boards, etc. by directly recovering or deducting the cost from BLS SCOs through direct debit from the e-Wallet that BLS SCO shall maintain on the CSC portal developed by BLSES for managing the business.
4. Apart from meeting the Service Levels as per requirement of the MSA for G2C services, BLS SCO would actively focus on B2C services from their BLS CSC to become self-sustainable & ensure all such services shall reach the local citizens. BLS SCO shall achieve minimum business volume i.e. Revenue collection from the customers of Rs 8,000.00 (Rupees Eight Thousand only) from such services on monthly basis to prove its sustainability, failing which BLSES shall have the right to review the performance of the SCO & take necessary action, including cancellation of the BLS CSC.
5. BLSES agrees that all times during the continuance of this CSC agreement
  - a) To permit the BLS SCO to operate and promote the business under the trade name “BLS CSC” in accordance with the terms of this Agreements.
  - b) To provide to the BLS SCO with the entire know-how and assistance from time to time in carrying on the said Business.
  - c) To roll out products and/or services from time to time through this center as per specifications defined by the Government / BLSES (or its partners) & actively participate & deliver all the services from CSC for the benefit of citizens.
  - d) To motivate and push for rendering B2C services for making BLS CSC self-sustainable.
  - e) To provide backend support to the BLS SCO wherever applicable.
6. Revenue sharing models will be intimated and implemented by BLSES to the BLS SCO from time to time for its various services/products. As authorized by the Government, BLSES will decide the margin of products or services and the same shall be binding on the SCO. A Flow chart is available

as Annexure-1 to illustrate the flow of transaction and settlement of monies in the e-Wallets maintained by BLS SCO with BLSES.

7. BLSES shall maintain e-Wallet of the BLS SCO at its CSC portal exclusively designed for rendering services under the project. BLS SCO agrees to maintain a minimum balance in this e-Wallet as prescribed by BLSES from time to time. BLS SCO also agreed to pay Monthly/ Quarterly/ Yearly maintenance charges of the portal as decided by BSLI from time to time. BSLI will directly recover/ deduct such charges through direct debit from the e-Wallet that BLS SCO shall maintain on such CSC portal.
8. BLS SCO shall be obligated to operate the CSC at the allotted place and location only and use the CSC portal of BLSES for providing all Government or Business services using the relevant links provided on the CSC portal by using their assigned Login and Passwords. BLS SCO shall maintain complete secrecy and security of such Login and Password. If at any stage it is observed that the assigned Login and Password is being misused, BLSES shall have the right to Block the access permissions or even Terminate the Agreement under relevant clauses of the agreement.
9. The BLS SCO agrees at all times during the continuance of this Franchise:
  - a) The “BLS CSC” is an exclusive trade mark of BLSES as granted under this agreement to be used exclusively and irrevocably within the specified territory. BLS CSC is not to dispute or impugn the validity of the said Trade Mark.
  - b) To comply with and follow exactly BLSES’s method of operating the said business and the manner in which the same is to be carried on and not to use any additional trade name or symbol and not to do or permit to be done anything which is additional or not in accordance with the system without prior consent in writing from BLSES and not to claim any right of ownership to the Trade Mark.
  - c) To provide references of two individuals along with their Mobile Numbers and Photo i.d. proof.
  - d) To deliver all G2C and B2C services as integrated on the portal of the Government / BLSES without any hesitation, resistance or discrimination.
  - e) To ensure that adequate financial resources are available to the BLS SCO by way of initial investment and working capital and otherwise to ensure that the BLS SCO is able to fulfill all the obligations herein contained.
  - f) To ensure that the Business is operated in accordance with the system with regard to service and image of the BLS CSC acknowledging that such conformity is of the utmost importance to the successful operation of the business and the protection of the goodwill attaching to the Intellectual Property marks and maintaining secrecy of the Government systems and documents.
  - g) To engage such number of staff of skilled and competence that will be required for the successful operation of this business and also to ensure availability of such staff including their time to time replacement and train them for carrying out BLSES business operation effectively.
  - h) To use only such letter heads, invoices, signs, display materials, promotional literature, equipment and other items in connection with the business as shall be approved in writing by BLSES and immediately to desist from the use or display of any signs materials or objects as BLSES directs.
  - i) To procure the minimum required equipment as specified by BLSES to ensure that the entire system works smoothly. All maintenance of the machines and equipment, including those supplied by BLSES, for the term of the agreement and after that shall be borne by the BLS SCO by directly coordinating with the Manufacturers, Dealers, Suppliers or their assigns.
  - j) Not to operate the business or any part of the system at any location other than the premises approved by BLSES without the prior approval in writing.

- k) Not to sell, assign, transfer, charge, hypothecation or sub-license and/or sub-contract the business and/or any part thereof and the Trademark thereof, without the prior consent of BLSES in accordance with the terms of this Agreement. Any such act shall be treated as gross violation to this agreement and BLSES shall have right to Terminate the agreement without giving any notice.
- l) Not to render any service which does not conform to or conflicts with the standards associated with BLSES or of which BLSES does not approve.
- m) Not to install or alter, erect or display any sign or other medium of advertisement whether inside or outside the premises without seeking and obtaining the prior consent in writing of BLSES.
- n) Not to use or publish any advertisements, Signs, director entries or other forms of publicity whether or not relating to the business to BLSES at the premises unless the same is first been submitted and accordingly approved by BLSES.
- o) Not to use any of the Intellectual Property as part of its corporate or business name other than in accordance with the terms of this Agreement.
- p) Not to use illegal version of computer software and/or the hardware in the computers to be installed and operated in the BLS CSC.
- q) Shall be solely liable for any claim, monetary or otherwise arising out of any wrongful, illegal or fraudulent use of the Portal and/or the Products/Services provided by BLSES.
- r) Shall be liable to pay to BLSES, through deductions from e-Wallet or otherwise, any such dues unpaid to BLSES and pending from BLS SCO for which BLSES shall be authorized to make the adjustments / deductions from BLS SCO's e-wallet to that extent of pendency of Fees, Charges, Penalty, etc.

10. BLS SCO shall pay fees / deposits as per following details:

- a) A non-refundable joining fee of (Rs..... /-) and a non-refundable registration fee of (Rs..... /-).
- b) A refundable Security deposit of (Rs...../-) that shall be refunded to the BLS SCO after termination of the agreement on expiry of the Agreement term or before the term due to the reasons mentioned in this agreement elsewhere, as the case may be. BLS SCO shall have to apply for such refund as per the procedure for refund as laid down by BLSES from time to time. Such refund of the security deposit shall be made to the BLS SCO by BLSES after adjusting all the penalties / unpaid fees / liabilities of the BLS SCO to the Government or Citizens or BLSES as on date of such refund.
- c) All above said payments shall be made by **Demand Draft in name of “BLS E-Services Pvt. Ltd.” payable at NEW DELHI Or by NEFT in name of “BLS E-Services Pvt. Ltd.”** as per the Bank Details mentioned as under/ displayed on the portal. Such Fees shall be payable on or before signing of this agreement by BLS SCO.

**Bank details for NEFT/Online payment:**

<b>Account Holder</b>	<b>BLS E- Services Pvt. Ltd.</b>
<b>Account No.</b>	<b>00030310016780</b>
<b>Bank</b>	<b>HDFC BANK</b>
<b>Branch</b>	<b>209-214, KAILASH BUILDING</b>
<b>Branch Address</b>	<b>209-214, KAILASH BUILDING, 26, KASTURBA GANDHI MARG, NEW DELHI -110001</b>
<b>IFSC Code</b>	<b>HDFC0000003</b>

- d) No payment shall be made by BLS SCO to any employee or any other person acting on behalf of BLSES. If any such payment is made by BLS SCO in Cash, BLSES shall not own any responsibility towards any such payment. No complaints / disputes shall be entertained in any such event.
11. In case of any such services that require BLS SCO to collect money from customers and deposit it with BLSES (other than those that would be operated through portal/e-Wallet), all such monies so collected by the BLS SCO shall be remitted/ deposited within 96 hours of its receipt into the Bank Account of "BLS E-Services Pvt. Ltd. as mentioned in clause 10 (c) of this agreement or any change so notified in writing by BLSES.
12. All payments made to BLS SCO or retained by BLS SCO shall be subject to deduction of TDS/ GST at source & such other statutory deductions and applicable taxes as are applicable under any Act in India.
13. In the event of excess payment of TDS/GST or any other service charge, etc, the same shall be refunded to BLSES. BLSES also reserves the right to deduct the same from the e-Wallet or any subsequent payments due to the BLS SCO.
14. BLSES will have right to open any new CSC as per requirement under its agreement with the DeGS or due to performance issues of existing BLS SCO or considering convenience of the residents, near any existing BLS SCO.
15. BLSES may depute their Executive staff/officers/its authorized representatives to supervise, inspect and also guide and assist as and when necessary. BLS SCO shall give complete and unobstructed access to such person(s) to its premises and accounts for the purpose of inspection as and when necessary.
16. BLS SCO will not accept Franchise from any other competing organization to BLSES in the same business or similar business for any territory without the express permission in writing from BLSES. If BLS SCO is found violating the same, BLSES will reserve the right to Block the i.d. of BLS SCO and stop BLS SCO from using BLSES Intellectual Property directly and/or indirectly. In such an even BLS SCO may have to make a payment to the tune of Rs. One Lac as fine and damages apart from other payments on actual as estimated by BLSES without demurrer.
17. BLS SCO will not write to any third party, government authority, etc. without written approval/ consent from BLSES. If BLS SCO is found violating the same, BLSES will reserve the right to Block the i.d. of BLS SCO.
18. Neither Party shall during the currency of this Agreement or for a period of 12 (twelve) months following the termination thereof, directly or indirectly, solicit or offer employment to any personnel of the other Party(s) who was involved in the implementation or execution of this Agreement, and shall not employ or contract in any manner with any such personnel of the other Party, unless otherwise specifically agreed upon by the Parties.
19. BLSES is only aggregator / distributor of product(s) / service(s) on behalf of the Government and its service provider(s). Therefore, BLSES shall not be liable / responsible for any defect / deficiency / delay / damage(s) / losses to the customer / consumer of product(s) / Service(s) or any third party.
20. Notwithstanding anything contained in this Agreement, liability of BLSES shall be limited (if admissible) in the case of any mistake/act/omission/ commission by BLSES or its employee(s) /

representative(s) / agent(s) / contractor(s) up to the amount of net commission received. BLSES shall also not be liable/ responsible in any manner for any third party claim.

21. BLS SCO understands that the authorization to operate the BLS CSC have been granted only to the BLS SCO under this agreement and if it is found that BLS SCO has sublet its rights to operate the CSC to any other person or entity, BLSES shall have right to terminate this agreement without assigning any reason. In such an event BLSES shall not be liable to pay any damages, etc. to the BLS SCO. Liability of BLSES, if any, shall be limited to any refundable deposit after all deductions as mentioned elsewhere in this agreement.
22. BLS SCO will not borrow or lend moneys or give guarantee or create any encumbrances on the business in name of BLSES or assign or create any third party right or interest in the said business. The rights given under this agreement are exclusively for the BLS SCO only.
23. BLS SCO will indemnify and always keep indemnified BLSES against any loss and /or damage and/or any third party claim that BLSES may suffer, as a result of non-compliance or breach of any of the terms of the said agreement and the BLS CSC business.
24. Use of Confidential Information: BLS SCO agrees, unless required by law, not to make the Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than in the performance of the agreement between the parties. It may be Login i.d., Password, Business Plan, Training material, Intellectual Property, Trade Secret or any other confidential information. However, this clause will not be construed to prohibit the BLS SCO to provide the information(s) to the Statutory Authority under law with a written intimation to BLSES.
25. BLS SCO agrees to hold each of the Confidential Information in confidence during the Term of the Agreement and for a period of three (3) years after termination of the agreement.
26. Parties shall have the right to terminate this Agreement at any time, apart from the conditions as mentioned in this agreement elsewhere, with or without cause, during the Term of this Agreement upon thirty (30) days' prior written notice (the "Notice Period") to other party. In case of any of the breach of clause of this agreement, BLS CSC can be terminated on discretion of BLSES and the BLS SCO to indemnify for all losses or claims on BLSES. That termination of this agreement shall be without prejudice to any rights or liabilities accrued until the date of termination.
27. Upon the termination of this Agreement BLS SCO undertakes:
  - a) To immediately discontinue and cease to use the trade mark, logo and other intellectual property of BLSES and shall immediately hand over any and all copies or documentation of such intellectual property.
  - b) Deposit any money collected from citizen or customer as fees, charges, periodical payment, etc. but not deposited in the designated account as required under this agreement.
  - c) Return all equipment held in the capacity as BLS CSC.
  - d) Immediately return the confidential information belonging to the Government / BLSES.
  - e) Cease to promote, distribute, provide, market or advertise the services and Pay all amounts as shall have accrued and become payable to BLSES as on the date of termination, if any.
  - f) Not at any time to use or duplicate the Business or the System or any part thereof.
28. BLS SCO shall protect BLSES against any loss, claim, liabilities, expenses or damages arising out of any crime committed by BLS SCO via an internet and computer network during operation under



this agreement dealing particularly with infringements of Intellectual Property and copyright, computer related fraud, child pornography, hate crimes and violation of any network security.

29. BLS SCO shall indemnify BLSES and hold BLSES harmless from and against any and all claims, costs, damages, losses, liabilities and expenses including lawyer costs arising out of or in connection with any illegal act or omission [including but not limited to corruption, bribery, extortion, fraud, deception, collusion, cartel, abuse of the services, embezzlement, trading in influence, money laundering, or any similar activity, or other illegal activity prohibited or punishable under law] or breach of this contract, in relation to the business operation committed by the BLS SCO, or its employees, representatives, agents, persons acting for or on behalf of or under instructions of the BLS SCO etc.
30. If a BLS CSC is not being run by the BLS SCO within a period of 30 days from the date approved by BLSES, a penalty of Rs. 100.00 (Rupees Hundred only) per additional day of delay of not opening or running the BLST CSC will be imposed. BLSES shall have the right to recover the total penalty from the BLS SCO and shall also have the right to recover the same from the e-Wallet or adjust it from Refundable Deposit (if any), at the time of its refund. If this material breach continues for more than 30 days then BLSES shall have the right to Cancel such BLS CSC without any notice.
31. A BLS CSC needs to offer available Government Services throughout the year except on the Holidays. As per the terms of the Master Service Agreement, a BLS CSC 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. In such an event BLS SCO shall be liable to pay a penalty of Rs 100.00 (Rupees Hundred only) per week. BLSES shall have the right to recover the total penalty from the BLS SCO and shall also have the right to recover the same from the e-Wallet or adjust it from Refundable Deposit (if any), at the time of its refund. If this material breach continues for more than 30 days then BLSES shall have the right to Cancel such BLS CSC without any notice
32. Office of BLS CSC has to be insured and the entire expenses for getting the office and the equipment insured including premium payment with Insurance Company shall be borne by the BLS SCO. The policy and its renewal copies are to be forwarded to BLSES as part of compliance.
33. Employee related responsibility has to be borne by BLS SCO. BLS SCO has to file necessary compliance certificates regarding P.F., Gratuity, and E.S.I. at regular intervals as may be applicable for its employees and as per the statutory norms. The persons engaged by BLS SCO shall have no employment or agency relationship with BLSES. BLSES shall not be considered as the principal employer of any person engaged by the BLS CO in any capacity for fulfillment of its obligations under the contract.
34. BLS SCO and/or any of its nominee/employee/agents are not the employees of BLSES in any manner whatsoever.
35. Any forbearance delay or indulgence by BLSES in enforcing any of the terms and conditions of this Agreement shall not prejudice or affect the rights and remedies of BLSES hereunder, nor shall any waiver of any breach hereof operate as a waiver of any subsequent breach and no waiver or variation of any of the terms and conditions of this Agreement shall be valid or have any effect unless the same be made in writing and signed by a representative of BLSES authorized for the purpose on behalf of BLSES.

36. Should any part-term or provision of this Agreement be declared by any court to be in conflict with the law or unenforceable, the validity and enforceability of the remainder of the Agreement shall not be affected thereby.
37. This Agreement together hereto, constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, commitments, either oral or written between the Parties respecting the subject matter hereof.
38. Either Party will not be liable to the other for any delay or failure to fulfill its obligations in connection with its obligations under this Agreement where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination, Nuclear Risks or Electronic Data loss, or to the extent that any such delay or failure arises from causes beyond its control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riots or strikes. Party effected to serve notice on the other party within 30 days from the first date of the event.
39. Prior approval of BLSES will be required by BLS CSC to transfer the BLS SCO rights as allocated through the agreement. BLS SCO has no right to change the location of his/her BLS CSC or operate at multiple locations. BLS SCO has no right to change or sell his/ her outlet /business except with the prior written concept of BLSES and payment of charges as applicable. In the event of violation of such conditions BLSES will have right to terminate agreement of the BLS SCO without notice contemplated under clause 24.
40. This Agreement is governed by and is to be construed in accordance with the laws of India.
41. Any suit, action or proceeding seeking to enforce any provisions of, or based on any matter arising out of or in connection with this Agreement or the Transactions may be brought in a court sitting in New Delhi, India and each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts there from). Notice in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or outside the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that services of notice on such party as provided in the instant agreement shall be deemed effective service of notice on such Party.
42. In the event of any claim, dispute or difference arising out of, in relation to or in connection with this agreement, including but not limited to the interpretation or implementation of this Agreement, or out of or in connection with any breach, or alleged breach of this Agreement (hereinafter referred to as the "Dispute") between the Parties hereto, then the Parties shall attempt to resolve such dispute through mutual negotiations, failing which the Parties shall subject themselves to binding arbitration under a single arbitrator, to be mutually appointed by the parties. The arbitration proceedings shall take place in Delhi, which shall be the juridical seat of arbitration. The arbitration proceedings will be conducted in English. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
43. Unless otherwise provided herein or agreed to in writing by the Parties, all notices, requests or other communications under this Agreement shall be in writing and shall be served or given to either Party by sending it by registered/speed post, courier, email, facsimile transmission or personally delivered to the other Party at its address specified below:

The Parties under this Agreement shall be at the following address: -

BLS E-Services Pvt. Ltd.	BLS SCO (BLS CSC)

44. AMENDMENT/MODIFICATION:

BLSES only reserves the right to alter or modify any clause of the said agreement and any such alteration, if made, shall be communicated to the BLS SCO from time to time.

Read over and explained by me

( \_\_\_\_\_ ) Signature

( \_\_\_\_\_ ) Name

IN WITNESS WHEREOF, authorized officers of the parties hereto have duly executed this Agreement as of the date first above written.

BLS SCO

BLS E-Services Pvt. Ltd.

( \_\_\_\_\_ )

( \_\_\_\_\_ )

Signature

Signature

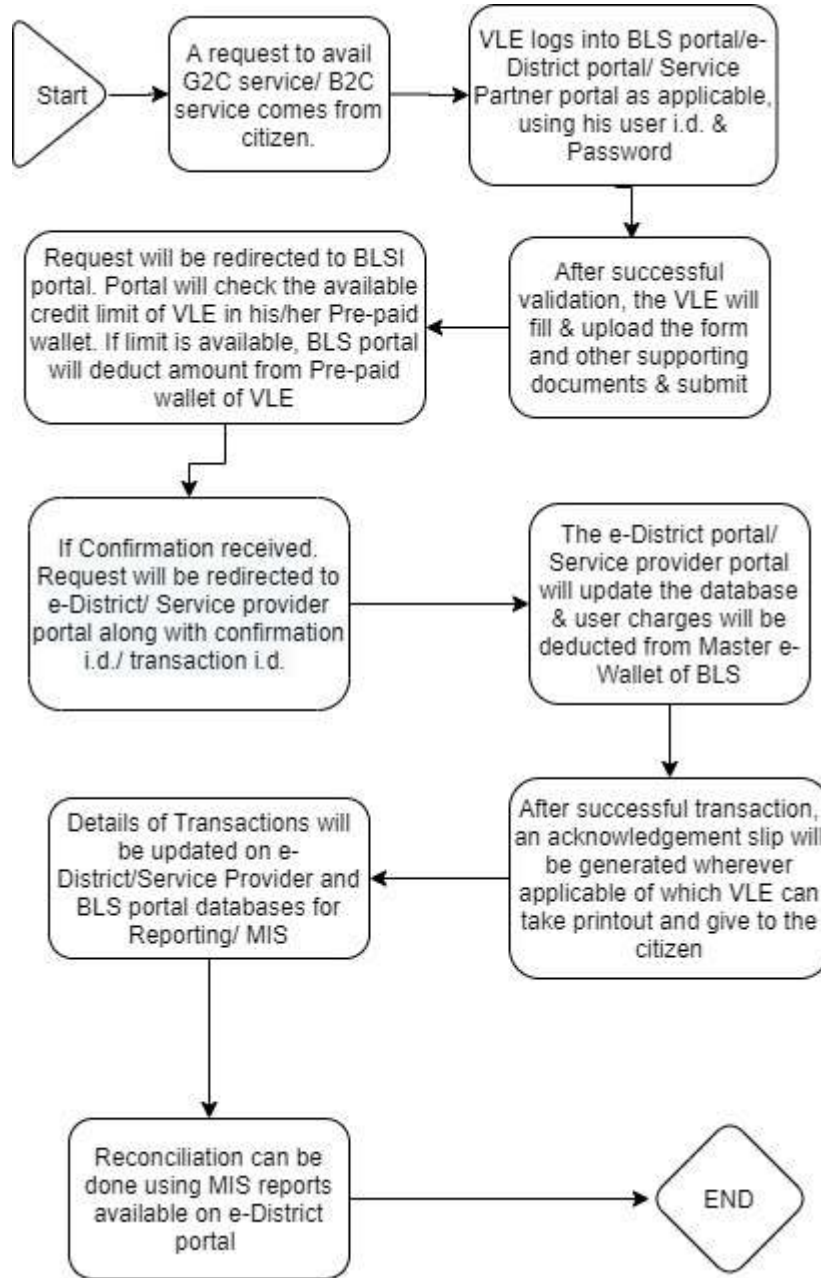
( \_\_\_\_\_ )

( \_\_\_\_\_ )

Name

Name

### ANNEXURE- 1



NOTE: Above is the illustration of flow of transactions for most of the services. This flow may be different for a few particular services depending on integration with the service provider's portal.

## UNDERTAKING

I, ..... S/o / D/o / W/o .....  
PAN no ..... Aadhaar no ..... Mobile no .....  
e-Mail ..... Resident of Village / House No. ....  
Post / Street ..... Block / Colony ..... Tehsil / Sub-District  
..... District ..... PIN code ..... have applied for

**Rural CSC** at Village ..... Nyaya Panchayat ..... Gram Panchayat  
..... Vikas Khand ..... Block ..... Tehsil  
..... District ..... PIN code .....

OR

**Urban CSC** at House No./ Shop No. .... Street Name / No.....  
Mohalla/ Colony ..... Ward ..... Sub-District..... District  
..... PIN code .....(LandMark).....

I undertake as follows:

1. That I have applied for becoming BLS Service Center Operator and read/ have been read over all clauses of the Agreement that I am signing / with the company BLS E-Services Pvt. Ltd., selected as one of the two District Service Providers in the district by DeGS.
2. That I will comply to all the terms and conditions of the Request for Proposal of the CSC 3.0 project, Master Service Agreement signed between BLSES and DeGS and my VLE Agreement signed with BLSES.
3. That I will carry out operations of the BLS CSC as per rules and regulations as laid down by the Master Service Agreement and BLS SCO agreement for providing Government to Citizen (G2C)

and Business to Customer (B2C) services provided through CSC portal of BLS E-Services Pvt. Ltd.

4. That if any complaint is received of any irregularity or corruption towards BLS CSC being operated by me the company shall have all the rights to CANCEL my CSC and forfeit the security deposit against which I will not have any right to go to any court or forum.
5. That I have deposited the Registration / Conversion Fees of Rs.....  
(Rupees.....only)  
through Draft No/ NEFT/UTI transaction no.....dt.....
6. That I have not deposited the security deposit of Rs.....  
(Rupees.....only)  
through Draft No/ NEFT/UTI transaction no.....dt.....  
refund of which is subject to terms of conditions of the agreement.
7. That I have not paid any money in Cash or otherwise to anyone representing the company or acting on behalf of the company.
8. That I will indemnify for the loss of reputation or otherwise, if caused to the company BLS E-Services Pvt. Ltd. or any of its affiliated companies due to any act of omission at my end.
9. That I will keep the company BLS E-Services Pvt. Ltd. and its affiliate companies and their directors unharmed from any dispute or legal action pertaining to my BLS CSC.

**Verification:**

Verified that contents of this undertaking are true to the best of my knowledge and no part of this undertaking is false and nothing has been concealed or misstated therein.

Verified at (place)..... on this the.....(day) of..... (Month).....(Year).

.....  
Signature

.....  
Name