

## **AGREEMENT**

THIS AGREEMENT is made at BILASPUR, on this -----day of ----- 2011

This is an agreement between Collector, BILASPUR in his status as Collector of the District as per Notification No 806/SIT/2003/CHOICE dated 19<sup>th</sup> August, 2003 of Government of Chhattisgarh, Department of Industries, (Information Technology) (hereinafter referred to as 'THE FIRST PARTY'), which expression shall, unless contrary to the context or meaning thereof include its successor(s) \_ in \_ interest, representative(s), assign (s) and administrators(s) OF THE ONE PART

**AND**

..... in his / her capacity as / CHOICE Agent as per Order no.:244/CA/SIT/2010/CHOICE, dated: 22/12/2010, of THE FIRST PARTY and defined in clause 2 (b) of Notification No. 806/SIT/2003/CHOICE dated 19<sup>th</sup> August, 2003 of Government of Chhattisgarh, Department of Industries, (Information Technology) hereinafter referred to as "THE SECOND PARTY", which expression shall, unless contrary to the context or meaning thereof, include his hires, successors (s) - in-interest, legal representative(s) and assign (s) and administrator (s) OF THE OTHER PART NOW IT IS HEREBY AGREED AND RECORDED BY AND BETWEEN THE PARTIES HERE, TO AS FOLLOWS

### **1. SCOPE OF EMPLOYMENT:**

The object of this agreement is the engagement of THE SECOND PARTY as / CHOICE AGENT responsible for discharge of function under Chhattisgarh Citizen Service (Electronic Government) Rules, 2003, THE SECOND PARTY shall discharge all functions and duties that may be assigned by THE FIRST PARTY under written orders from time to time.

## **2. TERM OF SUBSISTENCE OF AGREEMENT:**

This agreement shall have a term of subsistence of one year commencing from -----The aforesaid term of subsistence, shall, however, be subject to termination by either party. as prescribed in article 5 hereof further, articles 6, 8, 9 and 12 hereof shall continue to have effect : beyond the period of subsistence of this agreement.

## **3. APPOINTMENT:** Not Applicable for Common Service Centre (CSC)

THE SECOND PARTY shall get appointed by the order of THE FIRST PARTY and shall provide security of Rs. 20000/- (Twenty Thousand only) by way of sureties or bank guarantees. The appointment shall be effective from the date when THE SECOND PARTY shall long on to prescribed computer resource and complete the formalities of registering Amount of security deposit / security shall be refunded / released by THE FIRST PARTY on termination of the team of the agreement but shall be liable to forfeiture by the first party for breach of any conditions of this agreement or loss / damages sustained by FIRST PARTY

## **4. SERVICE:**

TSP shall provide Notified service as specified on order no 817/CA/SIT/2003/CHOICE Dated AUGUST 19, 2003 of Government of Chhattisgarh Department of Industries (Information Technology) & clauses 5 of Notification No. 244/CA/SIT/2010 CHOICE Raipur dated 22 December, 2010 of Government of Chhattisgarh, Department of Industries (Information Technology) and herein commits to adhere to all service standards and to abide by all instructions and directions issued by the respective principal office (as specified in clause 2 (g) of Notification No. 244/CA/SIT/2010 CHOICE Raipur dated 22 December, 2010 of Government of Chhattisgarh, Department of Industries (Information Technology) as well as TFP and Department of Information Technology with regards to the following-

### **(A) BUSINESS HOURS :**

TSP shall maintain and operates from a CHOICE center situated at----- in compliance with CG Citizen Service (Electronic Governance) Rules, 2003 and function with timings as per the directions of TFP from time to time.

### **(B) CUSTOMER INQUIRIES**

TSP shall have sufficient personnels to provide service and respond to citizen inquiries promptly.

### **(C) RESTRICTION:**

TSP shall not accept any application or petition or collect any taxes, charges or dues or an, other money payable to or on behalf of any office, department or agency of the Government unless specifying authorized in writing in this behalf TFP may, at time.

### **(D) AUDIT:**

TSP understands and agrees that in order to ensure compliance with applicable law and policies. Abuse or misuse of Services being provided by THE SECOND PARTY, THE SECOND PARTY agrees to cooperate fully with any and all investigations.

### **(E) DISPLAY:**

THE SECOND PARTY shall exhibit the appointment order, and notices showing working hours, applicable rates etc. for information of the public at a conspicuous place in the place of business as per directions issued in this behalf.

### **(F) ABSENCE:**

THE SECOND PARTY shall inform THE FIST PARTY in writing in case THE SECOND PARTY is not able to operate for a period of time.

**(G) INFRASTRUCTURE**

THE SECOND PARTY shall maintain minimum infrastructure as specified in Order No 244/ CA/ SIT/ 2010/ CHOICE, dated: 22/12/2010 of Government of Chhattisgarh, Department of Industries (Information Technology).

**5. TERMINATION**

THE FIRST PARTY may terminate the agreement without assigning reasons or through at least one month's advance notice in writing to THE SECOND PARTY. Further, THE FIRST PARTY may terminate the agreement without prior notice in writing to THE SECOND PARTY stating the manner in which THE SECOND PARTY has defaulted in performance of obligations hereunder. THE SECOND PARTY may terminate the agreement at least with two months prior notice in writing from the intended date of discontinuance to the other party and further, effecting due and proper charge transfer as provided for in article 6 hereof to the satisfaction of the first party failing which THE SECOND PARTY would be liable as indicated in the said article.

**6. CHARGE TRANSFER:-**

Before agreement ceases to subsist THE SECOND PARTY will transfer the charge in such manner as may be prescribed by THE FIRST PARTY specifically or generally, and including, inter alia.

(i) Including all paper or electronic documents, databases, software, diagrams, currency or other monies, equipment etc. in the custody of THE SECOND PARTY in relation to or as an incidence of the discharge of functions as in article 1 under this agreement, along with a written and signed statement listing the same and obtaining a receipt verified by THE FIRST PARTY

(ii) a written and signed charge transfer report indicating the status of various pending applications with which THE SECOND PARTY is then associated; and

(iii) Listing, accounting for and surrendering to THE FIRST PARTY in proper manner all instruments, devices etc. including passwords (s), mailboxes, identity cards, biometric access right(s)" access rights on various computer system(s), credit card (s), debit card (s), smart cards (s), digital signature certificate (s) and the like that provide THE SECOND PARTY physical or electronic access to the office (s), properly, intellectual property, computer systems, data bases etc, THE FIRST PARTY, or being in the care or custody of the first party or its client (s) and which have been acquired by THE SECOND PARTY in relation to or as an incidence of the discharge of functions of THE SECOND PARTY under this agreement

(iv) All records, registers, account books shall be handed over to THE FIRST PARTY or any other person authorized in this behalf.

In the event of any consequent cost (s), damage (s) or liability arising either from failure to transfer charges as indicated in this article, or from any act of omission or commission for which any liability devolves from THE SECOND PARTY on THE FIRST PARTY under law or under Article II hereof, THE SECOND PARTY indemnifies THE FIRST PARTY against the same and any liability accrued to the first party shall be recoverable from THE SECOND PARTY as an arrear of revenue of citizen services. THE SECOND PARTY would effect the aforesaid charge transfer by the date on which the agreement would cease to subsist either on expiration.

**7. SERVICE CHARGES TO THE SECOND PARTY:**

During the period of subsistence of this agreement, the second party shall collect service charges as specified in Order No 823 I CA I SIT I 2003 I CHOICE dated 19, 2003 of Government of Chhattisgarh Department of Industries (Information Technology) of Chhattisgarh Citizen Service (Electronic Governance) Rules, 2003 and instruction issued from time to time,

**8. CONFIDENTIALITY**

THE SECOND PARTY acknowledges that during the period of subsistence hereof THE SECOND PARTY will access to and will become acquainted with various information, records, specification owned by the first party. THE SECOND PARTY agrees not to disclose or discuss any or the aforesaid whether directly or indirectly, or to use any of these in any manner, either during the period of subsistence of the agreement or at any time thereafter, except as required for due and proper performance of the functions and obligations hereunder and subject to the overall control and direction of THE FIRST PARTY.

All files , records documents and similar items relating to the business of THE FIRST PARTY that may come into the possession of THE SECOND PARTY, whether prepared by THE SECOND PARTY or not, shall no claim to the same. THE SECOND PARTY shall not retain and copies of the aforesaid beyond the period of subsistence of this agreement without THE FIRST PARTY shall not retain any copies of the aforesaid beyond the period of subsistence of this agreement without THE FIRST PARTY'S prior written permission. Upon expiry of the term of or upon earlier termination of this agreement, or whenever required by THE FIRST PARTY, THE SECOND PARTY shall forthwith deliver to THE FIRST PARTY all such files, records, documents, specifications, information, information and other items etc. in his possession or under his control. Further THE SECOND PARTY would not divulge the contents here of through any means, whether oral or documentary.

#### **9. DISPUTES:**

In the event of any unresolved dispute, the parties shall submit to arbitration by authority mutually agreed to before instituting any judicial proceedings. Any judicial proceedings may only be instituted before Courts having ordinary jurisdiction to hear matters relation to Ambikapur city

#### **10. NON-ADMISSIBILITY OF CLAIM OR RIGHT TO EMPLOYMENT OF COMPENSATION**

This agreement will not in any way entitle THE SECOND PARTY to any claim or right for employment beyond period mutually agreed to, or to any claim or right to employment or any compensation whatsoever from the Government of Chhattisgarh under any circumstances.

#### **11. CONDUCT:**

THE SECOND PARTY agrees to observe the following in respect of their conduct:

- (i) THE SECOND PARTY shall at all times maintain absolute integrity and devotion in discharge of functions.
- (ii) THE SECOND PARTY shall take all possible steps to ensure integrity of and devotion to duty by, all personnel of the time being under THE SECOND PARTY's control and authority.
- (iii) THE SECOND PARTY shall act in best judgment while performance official duties.
- (iv) THE SECOND PARTY shall not any means. criticize any act of or to do anything that is THE FIRST PARTY in media in public or a in discharge of function
- (v) THE SECOND PARTY shall provide all assistance and allow access and information and all facility at all reasonable times to THE FIRST PARTY or any authorized person for purposes of inspection of conduction and inquiry.
- (vi) If any doubt arises as to the provision of this article. FIRST PARTY shall decide the Same

#### **12. LIABILITY**

THE SECOND PARTY will be liable to compensate THE FIRST PARTY for the loss. delay of default in observance of requirements here under however a sum equal in value to either the actual extent of loss or damage sustained by FIRST PARTY or the expense incurred by THE FIRST PARTY for rectifying the damage as the case may be, and which of the aforesaid two bases would be used to compute the liability would determined by THE FIRST PARTY MAY recover any amount due to such liability through adjustment against the payment of monthly emoluments performance incentive or invoking of the indemnity bond and which of the aforesaid three bases would be used to compute the liability would be determined by THE PARTY at its sole instance .option and discretion

**13. MODIFICATION (S) ORNAMENTED (S) :**

No amendment, change or modification to this agreement shall be valid unless in writing and signed by the parties hereto

**14. ENTIRE UNDERSTANDING:**

This document constitutes the entire understanding and agreement of the parties, and any and all prior agreement (s) understanding (s)and representation(s)are hereby terminated and cancelled in their entirety and are of no further force and effect.

**15. OTHER RULES:**

THE SECOND PARTY hereby agrees to abide by rules or procedures regarding work, office procedure, office timings, dress code appropriate conduct. vis-a-vis members of the opposite sex language etc that may be framed by THE FIRST PARTY for its personal from time to time.

**IN WITNESS WHEREOF THE ABOVE MENTIONED PARTIES HAVE SET THEIR HANDS AND SIGNED THIS AGREEMENT ON DAY, MONTH AND YEAR FIRST HEREIN ABOVE MENTIONED IN THE PRESENCE OF**

THE FIRST PARTY

As THE SECOND PARTY

EXECUTED IN THE PRESENCE OF

WITNESS 1

WITNESS 2