**AGREEMENT**

THIS AGREEMENT is made at …… (Area name cg, Raipur, Bilaspur, Janjgir-Champa, Durg, Kanker etc.) on this …… day of ……20…. This is an agreement between Collector, ……(District name eg. Raipur, Bilaspur, Janjgir-Champa Durg, Kanker etc.) in his status as Collector of the District as per Notification No 806/SIT/2003/ CHOICE dated 19th 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

Mr./Mrs./Ms…… in his / her capacity as/ CHOiCE Agent as per Order no 244/CA/SIT/2010/ CHOiCE Raipur December 22, 2010 of Department of Information Technology and Biotechnology,
Government of Chhattisgarh and defined in clause 2 (b) of Notification No. *806/SIT/2003/* CHOiCE dated 19th August, 2003 of Government of Chhattisgarh, Deparment 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-

1. **SCOPE OF EMPLOYMENT:**

The object of this agreement of THE SECOND PARTY by the FIRS PARTY as CHOiCE AGENT responsible for discharge of functions under Chhattisgarh Citizen Service (Electronic Governance) Rules, 2003. THE SECOND PARTY shall discharge all functions and duties that may be assigned by THE FIRST PARTY underwritten orders from time to time.

2. **TERM OF SUBSITENCE 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 here of further, article 6,8,9 and hereof shall continue to have effect beyond the period of subsistence of this agreement.

3. **APPOINTMENT :-**

THE SECOND PARTY shall get appointed by the order of THE FIRST PARTY and shall provide security of Rs. 5000/-(Five 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 term of the agreement but shall be liable to forfeiture by the first party for breach of any condition of the agreement or loss/ damages sustained by FIRST PARTY.

4. **SERVICE:-**

THE SECOND PARTY shall provide notified services as specified on order No 817/CA/SIT/2003/CHOICE dated August 19, 2003 of Government of Chhattisgarh, Department of Industries (Information Technology) & clause 5 of Notification No. 806/PS/SIT/2003/CHOICE dated AUGUST 19, 2003 of Government of Chhattisgarh, Department of Industries (Information Technology) and herein commits of adhere to shall service standerds and to abide by all Instruction and directions issued by the respective principle office (as specified in clause 2 (g) of Notification No. 806/PS/SIT/2003 CHOICE dated AUGUST 19, 2003 of Government of Chhattisgarh , Department of Industries (Information Technology ) as well as THE FIRST PARTY and Department of Information Technology with regard to the following :-

a) **BUSINESS HOURS :**

THE SECOND PARTY shall maintain and operate from a CHOiCE center siuanted at…… in compliance with Chhattisgarh citizen Service (Electronic Governance) Rules, 2003 and function with timings as per the directions of THE FIRS PARTY from time to time.

b) **CUSTOMER INQUIRIES:**

THE SECOND PARTY shall havesufficient personnel to provide service and respond to citizen inquiries promptly.

c) **RESTRICTIONS:**

THE SECOND PARTY shall not accept any application or petition or collect any taxes, charges or dues or any other money payable to or on behalf of any office, department or agency of the Government unless specifying authorized in writing in

this behaf. THE PARTY may, at time, impose restrictions and / or prohibitions on THE SECOND PARTY'S use of the services or certain data. THE SECOND PARTY understands that such restrictionsd or changes in access may be of modification in policy of THE FIRST PARTY , a modification of THIRD PARTY agreements, modification in industry standards, or a change in law or regulation. Upon written notification by THE FIRST PARTY , of such restrictions, THE SECOND PARTY agrees to comply with such restrictions.

d) **AUDIT:**

THE SECOND PARTY understands and agrees that in odre to ensure compliance with applicable law amd policies, THE FIRST PARTY may conduct periodic reviews of activities of THE SECOND PARTY and may , on a random basis require THE SECOND PARTY to provide for hard and soft copy of recoreds ( in accordance with Chhattisgarh Citizen Service – Electronic Government Rules , 2003 ) in custody of THE SECOND PARTY . THE FIRST PARTY may also investigate all legitmate reports of abuse or misuse of servises 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 plac11e in the place of business as per directions issued in this behalf.

f) **ABSENCE:**

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

g) **INFRASTUCTURE**:-

THE SECOND PARTY shall maintain minimum infrastructure as specified in ORDER NO. 243/CA/SIT/2010/CHOICE Raipur December 22,2010 of Government of Chhattisgarh, Department of Information Technology and Biotechnology.

**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 able as indicated in the said article.

**6. CHARGE TRANSFER :-**

Before the agreement ceased 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) Supplying all paper or electronic documents, database, 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 I 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) property intellectual property, computer systems data bases etc of the THE FIST PARTY, or being in the care or custody of the fist 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.

(v) In the event of any consequents cost(s), damage (s) or liability arising either form failure to transfer charges as indicated in this article, or from any act of commission or commission for which any liability devolves from THE SECOND PARTY on THE FIRST PARTY under law or under Article I hereof, THE SECOND PARTY indemnifies THE FIRST PARTY against the same and any liability to THE FIRST PARTY shall recoverable form THE SECOND PARTY as an arrears of revenue of citizen services.

THE SECOND PARTY would affect the aforesaid charge transfer by the date on which the agreement would cease to subsist either on expiration of its term of subsistence or on expiration of the notice period.

**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/CA/SIT/2003/CHOICE** dated August 19, 2003 Government of Chhattisgarh, department of Industries (information Technology) of Chhattisgarh Citizen Service (Electronic Governance) Rules, 2003 and instruction issued from time of time.

**8. CONFIDENTIALLITY**

THE SECOND PARTY acknowledges that during the period of subsistence here of 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 my of the aforesaid, whether directly or indirectly, or to use any of these in any manner, either during the period of subsistence of this agreement or at any time thereafter except as required for due and proper performance of the functions and obligations hereunder and subject to the oven all 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 be so possessed only on behalf of THE FIRST PARTY and the THE SECOND PARTY shall not retain and copies of the aforesaid

beyond the period of subsistence of will have no claim to the same. THE SECOND PARTY shall not retain any copies of the aforesaid beyond the period of subsistence of this agreement without THE FIRST PARTY'S your written permission. Upon expiry of the term of or upon earlier termination of the agreement. Or whenever required by THE FIRST PARTY, THE SECOND PARTY shall forth with deliver to THE FIRST PARTY all such files, records, documents, specifications, 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 relating Raipur city.

**10. NON-ADMISSIBILITY OF CLAIM OR RIGHT TO EMPLOYMENT OR 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 mean, criticize any act of or to do anything that is capable of embarrassing THE FIRST PARTY in media or in public for a , in discharge of aforesaid 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 or conduction and inquiry.

(vi) If any doubt arises as to the provisions of this article, FIRST PARTY shall decide the same.

**12. Liability:**

THE SECOND PARTY will be liable to compensate THE FIRST PARTY for any loss. Demand, delay or default in observance of requirements hereunder, however occasioned, for 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 be 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. <u>MODIFICATION(S) ORNAMENTED (S):</u>**

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

**14. <u>ENTIRE UNDERSTANDING:</u>**

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. <u>OTHER RULE:</u>**

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

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| **(----------)** | **----------** |
| **Collector** | **----------** |
| **----------** | **----------** |

**EXECUTED IN THE PRESENCE OF**

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| WITNESS 1 | WITNESS 2 |
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