



GOVERNMENT OF KERALA

Abstract

Information Technology Department - Akshaya Project -agreement format for Akshaya Centre Entrepreneurs -Revised - Orders Issued.

INFORMATION TECHNOLOGY (C) DEPARTMENT

G.O.(Rt) No. 171 /2013/ITD

Dated, Thiruvananthapuram. 20 .07 .2013.

Read:- G.O. (Rt) No. 104/2013/ITD dated 30.04.2013.

ORDER

As per Government Order read as 1st paper above a new agreement format for Akshaya centre Entrepreneurs has been approved as the previous one was totally based on e-literacy and hence inadequate to meet with the present day activities of Akshaya centers.

As Akshaya centre Entrepreneurs requested Government to effect certain modifications in this regard, a meeting was held by Principal Secretary (IT) wherein, the grievances of Akshaya centre Entrepreneurs was considered in detail, and it was proposed to effect certain modifications to the agreement format.

Accordingly Government are pleased to revise the new agreement format as appended to this order.

(By Order of the Governor)
K.S.ANIL KUMAR
Additional Secretary

To,

✓ The Director, Akshaya, Thiruvananthapuram.

All District Collectors.

The Principal Accountant General (Audit) Kerala, Thiruvananthapuram.

The Accountant General (A&E), Kerala, Thiruvananthapuram.

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Section Officer.

AGREEMENT

This AGREEMENT is made on this the day of

BETWEEN

(1) Government of Kerala, Department of Information Technology – for acting through its Authorized signatory, , the District Collector & Chairman (District e-Governance Society (DeGS)),..... (Name of the District) district (herein after called DeGS which expression shall unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the first Party.

AND

(2) aged years, Son/Daughter/Wife of residing atPanchayath the selected Entrepreneur for the.....location having location code in GramaPanchayath/Municipality/Corporation in District for the Akshaya e-Kendra in Kerala (herein after referred as 'ACE' – Akshaya Centre Entrepreneur) of the Second Party

WHEREAS Kerala State IT Mission, Department of Information Technology, Government of Kerala, is the only nodal agency entrusted by Kerala State Government to create and run a CSC network through Akshaya offices all across Kerala and it is also a social and economic catalyst focusing on the various facets of e-learning, e-transactions, e-governance, information and communication.

AND WHEREAS the monitoring and coordinating agencies at the district level and State level shall be DeGS and Kerala State IT Mission respectively and they both shall be herein after called **AKSHAYA**.

AND WHEREAS the Government of Kerala had already setup multi-purpose community citizen service centers called Akshaya E Kendra (Herein after called 'Akshaya E-Kendra') across Kerala run by ACEs.

AND WHEREAS the parties, hereto are reducing the said agreed terms

into writing on the following terms, conditions, duties and liabilities.

Now this agreement witnesses as follows:

A. RESPONSIBILITIES OF THE ACE.

1. Responsibilities as Common Service Centre (CSC)

- i. ACE shall effectively, efficiently and professionally maintain, run and operate Information Communication Technology (ICT) Network within the State of Kerala consistent with the directions of AKSHAYA.
- ii. ACE shall carry out all the functions entrusted by AKSHAYA from time to time.
- iii. ACE shall not engage in other business activities detrimental to the goodwill, brand and future prospects of Akshaya Project.
- iv. ACE shall run his Akshaya E-Kendra according to the directions and rules framed by AKSHAYA.
- v. ACE shall honour the commitments with Bankers, Kerala State IT Mission (KSITM), the concerned Local body and other stakeholders.
- vi. ACE shall get license or permit required to be taken as per the laws of the land.
- vii. All projects signed by the AKSHAYA as a CSC shall be binding on the ACE.
- viii. The ACE shall have no right to deny or delay rightful Governmental service to any citizen during the working hours.
- ix. The ACE shall give priority to the Governmental transactions/services over other services, if any, provided by the ACE.

2. Office Premises

- i. The ACE shall maintain the premises with good ambience and facilities to the public. He shall arrange a minimum carpet area of 300 sq ft (which can be progressively achieved within 3 years time for the existing ACEs). As and when any new service demands more carpet area, the ACE shall arrange for the same.
- ii. ACE shall display the Akshaya e- Kendra name board as prescribed by the Akshaya State Office prominently. The colour code, size design of the board and logos should be as per the specifications and norms of Akshaya.

- iii. ACE shall display prominently in the prescribed format in the Akshaya centre all the service charges to the general public and ensure that excess service charges, over and above the charges fixed by Government or AKSHAYA, are not levied on the works done or for the services provided.
- iv. ACE shall maintain minimum requirement of hardware in Akshaya E-Kendra as stated in Schedule-A hereunder.
- v. ACE shall prevent unauthorized removal, misuse or damage to the specified equipment allotted by the Government in the Akshaya e-Kendra.
- vi. ACE shall ensure continuous and uninterrupted internet connection at bandwidth fixed by AKSHAYA.
- vii. The working hours of Akshaya center shall ordinarily be from 9am-5pm and the centre should be open for a minimum of 8 hours.
- viii. The ACE is authorised to run services provided by AKSHAYA only in the specific locations allotted to him/her at the time of appointment. To conduct these programs in any other location or any other activities in the name of Akshaya can only be done on prior permission from the concerned AKSHAYA.

3. Maintenance of Records and Accounts

- i. ACE shall properly maintain accounts and other records, which have to be maintained as per law. ACE shall make them available for verification by the appropriate authorities, AKSHAYA, as and when demanded.
- ii. ACE shall keep a log of all transactions done at the Akshaya e-Kendra.
- iii. ACE shall pay all applicable taxes, fees and other statutory payments promptly.
- iv. ACE shall be solely liable for all the costs and consequences arising out of the breach or default of any of the terms set forth in this agreement.
- v. ACE shall maintain any other register of the users as required by any law applicable.
- vi. ACE shall not hold back any amount and promptly remit all amounts collected from the citizens and payable to the concerned agencies.
- vii. ACE shall promptly remit all fees payable to the Government as per Electronic Delivery of Service (EDS) Rules, 2010.

4. Customer Satisfaction

- i. ACE shall ensure proper service and customer satisfaction on the works undertaken.
- ii. The Akshaya e-Kendra being a direct interface to the customers, ACE shall get feedback from the customers on various services and should make suggestions on improvement of the services, delivery mechanism.
- iii. ACE shall protect the right to privacy of all citizens and shall undertake to protect and store all data, in a confidential manner, collected from the citizens who provide the data. ACE shall also keep such data for the exclusive benefit and use of the Government and the Government shall have the sole rights on the use of that data.
- iv. ACE shall maintain a complaint register and suggestion book for the customers.
- v. ACE shall give preference to ladies, senior citizens, physically handicapped persons and other disabled while providing services.

5. Training and Skill upgradation

- i. ACE shall participate in the entrepreneurial / skill development and Capacity building training programs implemented by AKSHAYA.
- ii. ACE shall post qualified and capable staffs for the multiple projects services done by the AKSHAYA and give necessary training and make the staffs capable to run the services of the concerned Akshaya e-Kendra.

6. General Guidelines

- i. The ACE shall submit any complaint with respect to any matter pertaining to this agreement to the Chairman, DeGS.
- ii. The ACE shall not use other methods of grievance ventilation like denial of service etc and if done, it will be deemed as misconduct and will result in termination of the agreement.
- iii. ACE shall encourage use of free or open standard software and shall not use any pirated software.
- iv. ACE shall prevent any improper, immoral and unlawful activities through his Akshaya e-Kendra.

- v. ACE shall attend all the meetings/trainings organized by AKSHAYA.
- vi. ACE who is not able to attend the meeting shall communicate it to the Assistant District Coordinator in advance and any of his requirements/issue/complaints may be submitted in the meeting on proper writing duly signed by the Akshaya ACE only.
- vii. All New ACEs (from the date of this G.O) shall have only one Akshaya Center in his/her name.

For the existing ACEs (as on date of this G.O), if any one has more than one Akshaya Center in his/her name, he/she may retain only two centres and the rest shall be transferred to another entrepreneur within 2 years' time.

- viii. Akshaya E-Kendra should only be run and managed by the person who is holding the valid allotment order and he shall not represent or manage any other Akshaya e-Kendra as a benami. All the liabilities in his personal capacity as the entrepreneur are binding on ACE only.
- ix. ACE has no right to transfer his agreement of his own. He has to abide by the rules and regulations set by AKSHAYA.

B. RESPONSIBILITIES OF AKSHAYA.

- i. AKSHAYA shall be responsible for the entire coordination and monitoring of all the ACEs across the state.
- ii. AKSHAYA shall be responsible for the efficient and effective running of Government services as a common service centre to the citizens.
- iii. AKSHAYA shall endeavour to create a favourable working atmosphere for the ACEs and shall endeavour to bring more and more services to the ACEs.
- iv. AKSHAYA shall endeavour to increase the transactions of Akshaya e-Kendra and making them profitable, without compromising on public good.
- v. Akshaya shall effectively coordinate with the stake holders to collect the service charges due to Akshaya Entrepreneurs in time. Once received, it should normally be disbursed to Akshaya Entrepreneurs in a prompt and transparent manner within 15 days.

- vi. AKSHAYA shall make all possible efforts to resolve the complaints and problems of ACEs.
- vii. AKSHAYA shall have the right to conduct random Quality of Service (QoS) Audits with respect to Service Level Agreement or any other parameters lay down by AKSHAYA at any time.
- viii. AKSHAYA may decide and impose other justified penalty, not exceeding Rs. 5000, on ACE in case of violation of this agreement after following proper procedure and after giving an opportunity of being heard to the concerned ACE.
- ix. AKSHAYA shall have full access to check the ACE work status/reports at any time.
- x. AKSHAYA shall gain customer feedback with respect to their satisfaction level for various services offered through medium like e-mail, SMS, Internet as well as website of Akshaya Project.
- xi. AKSHAYA shall devise mechanism to supervise the performance of the ACE and shall extend all necessary support to the ACEs. AKSHAYA shall maintain a record of performance monitoring of the Akshaya E-Kendra for monitoring.
- xii. All the coordination and necessary support is to be given by AKSHAYA for smooth implementation of the programme through Akshaya E-Kendra.
- xiii. AKSHAYA shall be responsive to the complaints lodged by the users of the Akshaya E-Kendra.

C. RENEWAL OF AGREEMENT

- i. The agreement shall be valid for three years and can be renewed as per the norms laid by AKSHAYA on triennial basis.
- ii. The request for renewal with necessary supporting documents and charges for the renewal of the agreement should be submitted before the date of expiry to the concerned authority by the ACE. The renewal charges of Rs. 100/- should be submitted with the renewal request form by way of DD, drawn in favour of Director, Kerala State IT Mission.
- iii. The request of renewal from the date of expiry of the existing agreement can be executed on payment of a penalty charge of Rs. 250/month, till 3 months, in addition to the renewal charges, in the form of DD drawn in favour of Director, Kerala State IT Mission, by the

ACE. After one year, the ACE will not be able to access the services till the renewal of agreement.

- iv. If the ACE is not submitting the renewal request within 3 months as per the norms of the agreement, the Akshaya e-Kendra automatically gets cancelled after 3 months. The ACE shall get blacklisted for further allocation and cannot be considered for that Akshaya selection process.
- v. On renewal of agreement, the AKSHAYA shall be intimated with details within 7 days by the ACE.

D. TRANSFER OF AKSHAYA ENTREPRENEURSHIP

- i. The transfer of Akshaya e-Kendra can be done only as per the norms laid by AKSHAYA.
- ii. The transfer of Akshaya e- Kendra to any one of their immediate family member will be considered only on the following grounds.
 - (i) Death of the ACE
 - (ii) Permanent disability of the ACE.
 - (iii) ACE getting an employment in India or abroad

In the Case of transfer, the new ACE shall execute fresh agreement.

- iii. In case ACE wants to transfer his Akshaya e-Kendra due to getting new job or on marriage or improvement of career or incapability of running Akshaya e-Kendra, he is permitted to do so as per the following norms. The goodwill generated by the Akshaya ACE over the years should not go vain, if he/she or his/her family members are not interested to continue operations further. In such cases, the transfer of Akshaya e-Kendra can only be done after 3 years to such new ACE.
- iv. Any transfer of entrepreneurship can be made only subject to the resolution of the local panchayat/municipality/corporation. It shall be ensured that the new ACE does not have any criminal record. New ACEs (joining after the date of G.O) shall satisfy eligibility as per AKSHAYA norms.
- v. The new ACE shall execute a separate agreement with the first party on payment of transfer fee of Rs.5000 by way of DD, drawn in favour of Director, Kerala State IT Mission.

- vi. On transfer of entrepreneurship, the AKSHAYA shall be intimated with details within 7 days by the new ACE.
- vii. Other than the above means, the Transfer of an Akshaya center to another ACE or to a blacklisted ACE is prohibited.

E. RELOCATION OF AKSHAYA E- KENDRA LOCATION.

- i. Akshaya e-Kendras should be located in the location specified as per the order of Government.
- ii. The area which an Akshaya center can cover is the prescribed wards in the Panchayat allocated to the Akshaya center during its allocation as per the G.O.
- iii. Locality change within the area of operation will be considered based on the resolution of the local body supporting it for the reasons of the better access to the public and in public interest.
- iv. The minimum distance between two Akshaya centers shall ordinarily be 2 km, which shall also be followed during any reallocation or shifting of Akshaya center.
- v. On receiving the local body resolution, the transfer can be done only by payment of a location reallocation charge of Rs. 500/- (Rupees five hundred only) by way of DD drawn in favour of Director, Kerala State IT Mission, along with the resolution from the concerned local body.
- vi. On relocation, the AKSHAYA shall be intimated with details within 7 days by the ACE.
- vii. While reallocating an Akshaya center, the new Akshaya center should meet all the specifications mentioned above in the agreement.

F. TERMINATION OF AKSHAYA ACE

- i. On violation of any conditions of the Agreement or of further orders of the Government or doing any malpractice or due to poor physical performance, the AKSHAYA shall have right to suspend the operations of the Akshaya ACE pending local body resolution.
- ii. The local body resolution may recommend termination based on the serious violations of agreement conditions, malpractice by ACE, poor physical performance and acting against public interest. However, this recommendation may be done only after due enquiry and after giving opportunity of being heard to the ACE after due notice.

- iii. The District Collector shall terminate the ACE agreement based on the local body resolution.
- iv. If found guilty of violation on enquiry as per clause F(i), the Agreement stands terminated and that Akshaya E-Kendra shall be declared vacant and the process of new selection of ACE shall take place by the AKSHAYA.
- v. The appellate authority shall be Director, Kerala State IT Mission and appeal shall be submitted to the appellate authority within 30 days of termination.

G. GENERAL CONDITIONS.

- i. This agreement is intended for ensuring smooth functioning Akshaya Centers and effective service delivery to the public.
- ii. The agreement shall be valid for three years unless revoked due to the negligence, violation of the terms of the agreement, by the AKSHAYA.
- iii. The AKSHAYA also reserves the right to terminate the agreement with prior notice and reasons to the ACE after giving the opportunity of being heard.
- iv. AKSHAYA reserves the right to appoint new ACE in a vacant location as per rules
- v. The ACE has no right to claim priority in fresh services or products introduced by the AKSHAYA and all ACEs shall be treated as equal.
- vi. Disputes if any between the AKSHAYA and the ACE will be referred to the Secretary (Department of Information Technology), Government of Kerala, who is the sole Arbitrator as agreed by both parties. The venue of such Arbitration shall be at Thiruvananthapuram.
- vii. Misappropriation of money collected on behalf of the Government department or AKSHAYA will amount to immediate suspension of the allotted Akshaya e-Kendra's and that Akshaya Entrepreneurship will be liable to cancellation after due enquiry.
- viii. It is mutually agreed between the parties here to that
 - a. Any dispute or claim arises under this agreement shall be subjected to the jurisdiction of the courts at Trivandrum.
 - b. AKSHAYA will consider the Contract as void if the ACE is unable to perform his/her part due to insanity or insolvency.

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

SIGNED SEALED AND DELIVERED by

The 1st Party

Government of Kerala, Department of Information Technology – for Akshaya project having its office at acting through its Authorized signatory,, the District Collector & Chairman, District eGovernance Society (DeGS) <Name of the District> district (herein after called DeGS) of the first Party.

The 2nd Party (ACE)

....., aged years, Son/Daughter/Wife of, residing at(address), the selected Entrepreneur for the akshaya location having location code in GramaPanchayat/Municipality/Corporation in district.

SIGNED SEALED AND DELIVERED

in the presence of Witnesses:-

- 1)
- 2)

Schedule A

MINIMUM HARDWARE SPECIFICATIONS FOR STARTING AKSHAYA E-KENDRA.

Sl. No.	Description – Minimum Speciation	Minimum Qty	Remarks
1	Laptop / Desktop (One laptop compulsory)	3	Mandatory
2	Printer Laser /Inkjet printer	1	Mandatory
3	Scanner -A4, flatbed scanner	1	Mandatory
4	Web CAM	1	Mandatory
5	Internet – Broadband connectivity	1	Mandatory
6	Digital Camera	1	Optional
7	UPS with minimum two hour backup for all the equipments	1	Mandatory
8	Lamination Equipment – 4” variable temperature controlled	1	Optional
9	AC- Windows or Split Unit with capacity to suit the room dimension and antistatic mat for floor	1	Optional
10	Photo copier	1	Optional
11	External Hard Disk for backup	1	Optional

Note : THE ABOVE INFRASTRUCTURE SPECIFICATIONS ARE SUBJECT TO PERIODICAL UPGRADATION AND ENHANCEMENTS ACCORDING TO CHANGING NEEDS