



GOVERNMENT OF KERALA

Abstract

Information Technology Department –Akshaya Project - New agreement format for Akshaya Centre Entrepreneurs - Approved – Orders Issued.

INFORMATION TECHNOLOGY (C) DEPARTMENT

G.O.(Rt) No. 104 /2013/ITD

Dated, Thiruvananthapuram. 30.04 .2013.

Read:-Letter No. 49/2013/AKS/15 dated 10/01/2013 from the Director,
Akshaya Project, Thiruvananthapuram.

ORDER

The Akshaya Project launched as an e-literacy programme is now delivering Government and other Services and is also planning to widen its sphere of activities . The selected entrepreneur have to enter into agreement with Government of Kerala/Akshaya to function as an approved Akshaya Entrepreneur . The Director, Akshaya Project has reported that the agreement format being used is totally e-literacy style and hence it is not in tune with the present day activities of Akshaya Centers. The Director therefore forwarded a draft agreement covering all aspects of the functioning of Akshaya Centre for approval.

Government have examined the matter in detail and are Pleased to approve the new format for the agreement (appended to this order) to be executed between the District Collector & Chairman, District e-Governance society (on behalf of the Government of Kerala) and the Akshaya Centre Entrepreneur (ACE).

(By Order of the Governor)

K.S. ANIL KUMAR

Additional Secretary to Government

To,

The Director, Akshaya, Thiruvananthapuram.

The Principal Accountant General (Audit) Kerala, Thiruvananthapuram

The Accountant General (A & E) Kerala, Thiruvananthapuram

Law Department (Vide UO No. 9072/G1/2013/Law dated 17.04.2013).

Stock File/Office Copy.

Forwarded / By Order

Section Officer.

o/c

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 should maintain the premises with good ambience and facilities for easy access of services to the public. He should arrange a minimum carpet area of 400 sft. 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 and no other display boards shall be used. The colour codes, 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. Working hours of Akshaya e-Kendra shall be fixed and displayed in front of the centre and the working hours should be minimum 8 hours. However, ACE may keep open the Akshaya e-Kendra as per the citizens' demand.
- 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. The ACE shall give the name and qualification of their staffs appointed with their skills in working on the existing services of Akshaya e-Kendra to the DeGS and any change of employee should be intimated within a week time.
- vii. ACE shall not hold back any amount and promptly remit all amounts collected from the citizens and payable to the concerned agencies.

- viii. 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 should attend all the meetings/trainings organised by AKSHAYA. If they are nominating any representative for any of the meeting, they should inform the DeGS in advance and take permission from the DeGS
- vi. ACE shall have the right to raise their problems in the meetings by giving prior notice to the concerned Assistant District Coordinators and before AKSHAYA.
- vii. 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.
- viii. ACE shall not own more than one Akshaya e-Kendra either in his/her name or his/her family members
- ix. 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.
- x. 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 make all payments due to them in a prompt and transparent manner.
- vi. AKSHAYA shall make all possible efforts to resolve the complaints and problems of ACEs.

89

- 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.
- 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.
- x1. 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 one year and can be renewed as per the norms laid by AKSHAYA on annual basis
- ii. The request for annual renewal with necessary supporting documents and renewal charges for the annual renewal of the agreement should be submitted before the date of expiry to the concerned authority by the ACE. The annual renewal charges of Rs.500/- (Rupees Five hundred only) should be submitted with the annual renewal request form in the form 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's can be due to death or permanent disability of an ACE to his immediate family members only. It can be done on remitting a transfer fee of Rs.500/- (rupees Five hundred only) in the form of DD, drawn in favour of Director, Kerala State IT Mission. The new ACE shall execute a new agreement with AKSHAYA.
- 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. Such new ACE shall satisfy eligibility as per AKSHAYA norms and transfer can be made only subject to the resolution of the local panchayat /municipality /corporation and the local body shall ensure that the new ACE does not have any criminal record.
- v. The new ACE shall execute a separate agreement with the first party on payment of transfer fee of Rs. 10,000/- (Ten thousand rupees only) in the form 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. For any location change within that area, the local body shall pass a resolution supporting it for the reasons of the better access to the public and in public interest, after due enquiry only.
- iv. The minimum distance between two Akshaya centers should be 1 km, which should be strictly 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 5000/- in the form of DD in favour of Director, Kerala State IT Mission, along with the resolution from the concerned local self government 6
- 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

95

- 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. The agreement shall be valid for one year unless revoked by Akshaya , due to the negligence, violation of the terms of the agreement, by the ACE
- ii. 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.
- iii. AKSHAYA reserves the right to appoint new ACE in a vacant location as per rules
- iv. The ACE has no right to object to the valid appointment of another ACE in a vacant location as per the norms laid down.
- 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

....., aged years, Son/Daughter/Wife of, residing atPanchayath of(institution) the selected Entrepreneur for the....location having location code in.....Gramapanchayath/Municipality/Corporation in district for the Akshaya roll-out in Kerala (herein after referred as 'ACE) of the Second Party

SIGNED SEALED AND DELIVERED

in the presence of Witnesses:-

- 1)
- 2)

Schedule AMINIMUM HARDWARE SPECIFICATIONS FOR STARTING AKSHAYA
E-KENDRA.

Sl. No.	Description – Minimum Speciation	Minimum Qty	Remarks
1	LAPTOP / DESKTOP Core i3 or above with minimum 3GB RAM, DVD drive, 500 GB hard disk and Ethernet. Out of 3 one laptop is 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