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Purchased by	: CE INFO SYSTEMS PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0
	(Zero)
First Party	: CE INFO SYSTEMS PVT LTD
Second Party	: NA
Stamp Duty Paid By	: CE INFO SYSTEMS PVT LTD
Stamp Duty Amount(Rs.)	: 100
	(One Hundred only)



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AGREEMENT

This agreement is made on this 5th day of December 2012 between the Governor of Haryana acting through Commissioner, MUNICIPAL CORPORATION YAMUNA NAGAR-JAGADHRI, hereinafter referred to as the **First Party** and M/S. CE INFO SYSTEMS PRIVATE LIMITED, NEW DELHI, a company registered under the company's act.1956/a proprietorship firm

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having its place of business or Registered office at 68- OKHLA INDUSTRIAL ESTATE, PHASE-3, NEW DELHI -110020 hereinafter referred to as **the Second Party/ Service Provider**.

Whereas the First Party floated a Tender for conducting of survey for property tax and licenses inviting bids from the eligible bidders to execute the above work. The last date for submission of bids for the said tender was 12th July, 2012. And whereas the second party participated in the above Tender and submitted their Technical Bid & Financial Bid vide their No. MMI/MCY/0712 dated 10th July, 2012 and in terms of the said tender. And whereas the bid submitted by the second party was accepted. And whereas pursuant to the said bid of the second party, the work order was issued to the second party vide Memo. No. 6524/TS dated 8.11.2012.)

NOW, THEREFORE, PURSUANT TO THE SAID PROCEEDINGS, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

1. SECOND PARTY'S REPRESENTATION AND WARRANTIES

The Service Provider, (being the Second Party), hereby represents, warrants and confirms that the Service Provider-

Has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall continue to take all necessary and further actions (including but without obtaining necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement.

Have the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructures and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the Department.

Shall, on the execution of this agreement and providing services to the Department, not violate, breach and contravene any conditions of this agreement entered with any third party.

Has complied with and obtained all required permission/authorizations under



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the Central, State and local authorities and obtained all required Permission carrying out its obligations under this agreement.

2. OBLIGATIONS OF THE DUTIES OF SERVICE PROVIDED

The service provider shall be responsible to undertake the following as per the satisfaction of the Commissioner, Municipal Corporation, Yamuna Nagar-Jagadhri.

- a. The survey of land and building assessment shall be conducted along with the GIS Mapping door to door in the area of Municipal Corporation, Yamuna Nagar-Jagadhri.
- b. Numbering (unique ID Number) of all the residential, commercial, institutional and industrial buildings including vacant plots.
- c. Details of individual houses including house number, address, dimensions (length & width), total area depicting build up portion, vacant area of plot and the present use of each plot and specific number of business, construction type etc. on prescribed Performa supplied by the Municipal Corporation, Yamuna Nagar-Jagadhri.
- d. The survey data shall be entered in a computer database and the assessment lists shall have to be generated through software develop by the 2nd Party or his counter party.
- e. After the approval of the sub-committee constituted by Commissioner, Municipal Corporation, three copies of the assessment lists shall have to be generated for the first publication.
- f. Assessment notices, in duplicate, shall have to be prepared and distributed in the area as per the section 97 of the Haryana Municipal Corporation Act, 1994 as amended upto date.
- g. To enter the objections and appeals received on the Assessment Notices issued under Section 97 of the Haryana Municipal Corporation Act, 1994 in the TS Form-2 Register.
- h. To enter the data after decision of Sub-Committee on the Objections / Appeals and to rectified data entered and generate corrected TS form-1 register.
- i. To generate the list for the final publication. Thereafter, TS-5 (Demand and Collection) register shall have to be prepared.
- j. To generate the property tax bills in duplicate and distribute the same.
- k. The entire stationary and consumables other things like computer / GIS etc. to be used during the project shall be borne by the service provider.



penalties:-

- I. Forfeiture of security in case of non compliance of para 19.2
- II. Imposition of liquidated damage and termination of the contract for default.
- III. Negligence, Default and Risk purchase

Further in case of any default by the vendor, the client may also suspend business dealings with the vendor apart from claiming reasonable compensation / damages including forfeiture of security and blacklisting of supplier.

5. PRICES:

The prices i.e. Rs. 75 (per property transaction) quoted shall be inclusive of all Taxes and duties throughout the period of contract and this contract.

6. TERMS OF PAYMENT

Sr. No	Job	Payment Schedule
1.	On completion of survey of property tax and preparation of assessment list i.e. TS-1	30%
2.	Preparation of assessment notices and delivery of the same, preparation of TS 2.	30%
3.	Finalization of Objections and Appeals and preparation of TS 5, Generation and distribution of final bills of Property tax.	20%
4.	Completion of work in all respects	20%
	Total	100%

- The above payment schedule shall be followed on job completion for every lot of 20000 units

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7. DISCIPLINE

- a) the service provider shall issue identity cards, on its own name and trade style, to its personnel deputed for rendering the said services, which at department's option, and would be subjected to verification at any time.
- b) rather they shall be accountable to the public at large & to the 1st party for all wrongs done & the accountability of all acts done under this agreement.
- c) That in the event wherein the above mentioned employee receives or attempts to receive any illegal gratification by any means whatsoever, the concerned employee shall be punished in accordance with the provision of **Section 7 of the Prevention of Corruption Act, 1988**. That the service provider shall under close supervision, co-ordination and guidance of the department shall assist the department in executing an action against the concerned employee.
- d) The department shall always have the right and liberty to do random inspection at its sites.
- e) The services rendered by the service provider under this agreement will be under close supervision, co-ordination and guidance of the department. The service provider shall frame appropriate procedure for taking immediate actions as may be advised by the department from time to time.

8. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employee relationship between the Department and the Service Provider. The Service Provider shall not by acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of Department, except to the extent and purpose permitted herein.
- b) Department shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider employees/Agent directly and indirectly in any manner whatsoever. Also shall not be responsible for adverse acts of employees/ rather company shall be responsible. Shall also be bound to follow all guidelines, rules / regulations issued by Government from time to time in this regard & shall be vigilant.



9. STATUTORY COMPLIANCES.

- a) Service Provider shall obtain all Registrations/permissions, etc. Which are/may be required under any labor or other legislations for providing the services under this agreement.
- b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service indemnifies and shall always keep Department indemnified against all damage, claims action taken against Department by any authority/offices in this regard.
- c) The Service undertake to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out and comply with all Government Laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain the applicability of Various Acts, and take necessary action to comply with the requirements of law.

10. LIABILITIES AND REMEDIES

In the event of failure of the Service Provider to Provide services of part thereof as mentioned in this agreement for any reasons whatsoever, the Department shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Department the difference of payments made to such other sources, besides damages at double rate of payment.

11. LOSSES SUFFERED BY SERVICE PROVIDER

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non rendering of the services, which it may suffer or otherwise incur by reason of any act/omission. Negligence, default or error in judgment on



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part of itself and/or its personnel in rendering or non-rendering the services under this agreement.

12. TERM

This agreement shall be effective for a period of Six months with effect from 05-12-2012 to 04-06-2013 and can be extended further on such terms and conditions as may be deemed fit and proper by the Department and mutually agreed by both the parties or it can be revoked by notice / or by adverse acts.


13. ASSIGNMENT OF AGREEMENT

This agreement is executed on the basis of the current management structure of the Service Provider, Henceforth, any assessment of this agreement, in part or whole, to any third without the prior written consent the Department shall be a ground for termination of this agreement forthwith.

14. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

- a) The Service Provider shall furnish to the Department all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities for running such a business of service provider.
- b) The Service Provider shall always inform the Department in writing about any change of its address or the names and address of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the Department.

15. SERVICES OF NOTICES


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Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such addresses as may be intimated from time to time in writing.

Department

Municipal Corporation
Yamuna Nagar-Jagadhri
Haryana
Ph: 91+01732-237841
Fax : 01732-228167

Service Provider

CE Info System Pvt Ltd.
68, Okhla Industrial Estate, Phase-III,
New Delhi-110020, Camp at Gurgaon
Ph: 011-46009900 M. +91-
9999111231

Email :- mc.yamunanagar@gmail.com

16. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of Department and it undertakes that it shall not, without Department's prior written consent, disclose provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

17. ENTIRE AGREEMENT

a. This agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written and further any modifications to this agreement, if required shall only be made in writing.

b. The Copyrights and Intellectual Property Rights of all deliverables at various stages would that be of Municipal Corporation, Yamuna Nagar-Jagadhri only. The vendor shall not be authorized to use whole or any part of the deliverable without prior approval of the Commissioner, Municipal Corporation, Yamuna Nagar-Jagadhri.

18. AMENDMENT MODIFICATIONS



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The parties can amend this agreement at any time. However, such amendment shall be effective only when it is recorded in writing and signed by the authorized representatives of both parties hereto.

19. SERVER ABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion therefore, to be unenforceable, that provision of the agreement will be enforced to maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

20. CAPTIONS

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

21. WAIVER

At any time any indulgence or concession granted by the Department shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the Department to enforce at any time, any of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be waiver of such provisions of this agreement or any part thereof or the right of the Department to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

22. FORCE MAJEURE

a) Notwithstanding anything to the contrary elsewhere contained in this agreements between the parties. Neither party shall, in any event regardless of the form of claim, be liable for

(i) Any indirect, special, punitive, exemplary, speculative or consequential damages, including but not limited to, any loss of use, loss of data, business interruption, and loss of income or profit, irrespective of whether it has and advance notice of any such damages: or

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(II) Damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of tendered shall be regardless of the form of claim, the consideration actually received by tendered for the statement of work to which the claim relates, and the maximum liability of Company shall be the consideration committed to be paid under the statement of work.

b) If either party is unable to perform any of its obligations under this agreement because of circumstance beyond the reasonable control of the party, such as an act, of God, fire, causality. Flood war, strike, lock out, failure of public utilities, injunctions or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials equipment, transportation or energy sufficient to meet needs (a "Force Majeure Event") the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably practicable to resume performance, except that Company shall not be excusing any event from its payment obligation. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the period of such Force Majeure Event. If the period of non performance exceeds sixty (60) days from the receipts of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may give written notice to terminate this agreement.

c) Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control. including but not limited to the act of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental of public authority's demands or requirements.

23 DISPUTE RESOLUTIONS

This agreement shall be deemed to have been mod/executed at Yamuna Nagar-Jagadhri for all purpose. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at fast instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator - Principal Secretary to Government of Haryana, Urban Local Bodies Department, Chandigarh or he can further appoint some one, 2nd party shall have no objection. The award given by the arbitrator shall be final and binding on both the parties. The Venue shall be in Yamuna Nagar-Jagadhri.



24. GOVERNING LAW/JURISDICTION

- a. The applicable law governing this agreement shall be laws of India and the courts of YAMUNA NAGAR-JAGADHRI shall have the exclusive jurisdiction to try any dispute with respect to this agreement
- b. All dissuades, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator of Commissioner, Municipal Corporation, Yamuna Nagar-Jagadhri. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration act, 1996 or by any statutory modification re-enactment thereof for the time being in force. Such arbitration shall be held at Yamuna Nagar-Jagadhri.
- c. In all matters and disputes arising there under, the appropriate Court at Yamuna Nagar-Jagadhri alone shall have. Jurisdiction to entertain and try them.

25. TWO COUNTERPARTS

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms, and conditions mentioned above. In the above commencement of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHERE OF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

CE Info Systems Pvt. Ltd.
Map my India

Municipal Corporation
Yamuna Nagar - Jagadhri



Rajesh Singh
(Vice President)

Signed by Sh. (Name in full)
The Service Provider

[Signature]

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Commissioner, Municipal Corporation,
Yamuna Nagar-Jagadhri