



महाराष्ट्र MAHARASHTRA

प्रतिज्ञापन कोणाकडे सावर जमावयाचे \_\_\_\_\_ करार \_\_\_\_\_  
प्रतिज्ञापकालागीर पारत \_\_\_\_\_  
मुद्रांक किती रु. ३३५४ दि. ५-५-१८  
मुद्रांक पुरवठा \_\_\_\_\_ १०० \_\_\_\_\_  
मुद्रांक विकत घेणाऱ्याचे नाव \_\_\_\_\_ विशाल पाटील  
व रहिवासी पत्ता \_\_\_\_\_  
मुद्रांक विकत घेणाऱ्याची सही \_\_\_\_\_ दि. ५. ५. १८  
प.क्र. ३७०१०२८ तहसिल समोर, लातूर

## AGREEMENT

This Agreement is made BETWEEN **DG SERVICES**, having its Register Office at Latur, MAHARASHTRA. Here in after referred to as first party.

And

Mr. or M/s **Kalyan Naskar** residing at **Das, Haladar, Naskar, Sadagop (Pal), Pada, Khakurdaha, Joynagar, South 24, Parganas, 743392**. Herein after referred to as 'the Party of the Second Part')

WHEREAS the Party of the First Part is engaged mainly in Outsourcing of IT enabled Services and has sole agency to deliver Data Entry and Entry and allied Activities and Other Ancillary Activities Associated there with and executing such work Outsourced, through Delivery Partners.

AND WHEREAS the Party of the First Part is bound by time schedule set by the Delivery Partners and that its reputation is built upon speedy and accurate data entry and requires the said party to deliver accomplished work within shortest span and with desired accuracy.

AND WHEREAS the Party of the Second Part Represents to the Party of the First Part that it has an Expertise in the Area of form filling and has a Working Experience in the said area, and Possesses the requisite Hardware and Manpower required to take up Freelance form filling work outsourced by the Party of the First Part, and in this regard, the Party of the Second Part chooses the **DG SERVICES** Contract as applicable more particularly described in detail in the Schedule attached herewith.

Presently it is in a position to procure the business for form filling more meaningfully described in the column Scope of Work, through their principals. AND WHEREAS the Business Associate is engaged inter alias, in the business of providing a wide Spectrum of software solutions & services. The Business Associate has acquired the necessary expertise and developed the requisite skill base and infrastructure for successful execution of Form Filling Projects.

This Agreement represents the business Agreement and operational understandings between the parties and shall remain in effect for a period of ELEVEN MONTHS from the date of execution hereof or from the date of providing the first data whichever is later & can be extended for the period as mutually agreed upon, for the purpose

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. Scope of Work:** The Original data will be available online on website provided by **DG SERVICES** at the time of signup. Business Associate are required to feed the provided data in the provided software as per the guidelines. Data supply and preservation of the output file is done online on real time basis.

**2. Price:** For the Form Filling services rendered by the Business Associate, they shall be entitled for payment of price **20RS (INR)** per form (if you achieved cut-off Above 1350)

The Business Associate shall raise invoice after completion of work with the data. The Client will pay each bill within maximum 5 international working days, from the date of issue of Quality Check report. The Invoice can be raised through e-mail. Q.C. report will be provided in 72 Hrs. International Working Days from the date of submission.

**3. Billing:** Client will provide workload of 1500 FORMS 10 days. This MOU has been signed for 1 system.

The Client will make the payment for the billing within 5 INTERNATIONAL WORKING days from date of raising the bill subject to the quality check report.

**4. Application Fee(s):** No initial payment is required to be given by second party you must pay 4900/- amount for utility and maintenance.

4(b) In the matter of fact failure, not submitted or succeed company is entitled to receive amount by any cost. If you pass then amount will be deduct from your work payment and if you fail then also you have to pay as a liability which describe in point 4.

4(c) This charges related to service, development and maintenance cost of the platform where you working online.

5. Accuracy: Client must provide adequate feedback within 3 working days for all data and on completion of quality check shall issue a quality report. Both parties agree to assure highest quality of end service. Following cycle for accuracy will be followed.

#### **Cut off forms 1350 (In Total) -full payment**

##### **Below cut off – Not qualified for payment & id terminated**

**If client makes any mistake in a form that form will be rejected, likewise client have to maintain cut off or accuracy.**

6. ID Allocation:- Business Associate will get single id to work on and business associate can work 24X7 on this id.

**If company found that there are multiple logins of a single I.D., The company will not be responsible for the corruption of the data in both online and offline modules. And your I.D. will get terminated without any intimation**

**If we find any 2 login together, 2 logout, 2 IP ADDRESS WITHOUT LOGIN, BROWER UPGRADATION WITHOUT LOGIN, THEN THE ID WOULD BE TERMINATED.**

7. TAT (Turn around Time): The Second Party has 10 days (include holidays) to complete the New work and Second Party has to send it to First Party. The First Party shall give an accuracy report within 72 hrs. for the New Work, after submissions as per technical specifications which are included in this agreement with accuracy parameters

8. Client agrees to provide formats and other information for processing the job to Business Associate at the time of providing the data.

9. Telecommunication cost applicable at each end shall be borne by the respective parties.

10. Business Associate will execute the data processing work provided by Client through experienced persons in such manner so as to carry out the work efficiently at minimum of 90% accuracy for out files.

**If you want Extra days to complete the project than you need to pay EXTENSION AMOUNT to the company.**

11. This agreement represents the business Agreement and operational understandings between the parties and shall remain in effect for a period of Eleven months from the date of execution hereof. The clients' specifications in terms of quality and other parameters that shall be issued by the Client/their principals from time to time and acknowledged by the Business Associate shall be read with this agreement.

**12. Termination: - If Business Associate fails to submit data on time or, If Business Associate fails to give accuracy in output files. Client reserves the right to terminate the agreement with immediate effect. And DG SERVICES will not be responsible for any further data and payment to the Business Associate.**

- If company found that there are multiple logins of a single I.D., The Company will not be responsible for the corruption of the data in both online modules. And your all I.D's will get terminated without any intimation.
- If we find any 2 login together, 2 logout, 2 IP ADDRESS WITHOUT LOGIN, BROWSER UPGRADATION/ DEGRADATION WITHOUT LOGIN, THEN THE ID WOULD BE TERMINATED WITHOUT A PRIOR NOTICE.
- If any kind of malfunctioning found in the work then company reserved right to take trail of your work for a day.
- If you break the company rules & regulations means your id is get terminate, company will not do any financial transaction with you.

**13.** No modification of the terms of this AGREEMENT shall be valid unless it is in writing and signed by all the parties.

**14.** Force Majeure: If the rendition of the Form Filling Services is hampered due to earthquake, flood, tempest, civil riots or Act of God then the Business Associate shall be absolved of its obligations hereunder till normalcy is restored after the cessation of the aforementioned contingencies. The Business Associate shall likewise be absolved if rendition of the services is hampered due to a strike called by the date entry operators engaged by the Business Associate, violence or political turbulence or for any other reason of a similar nature, which is beyond the control of the Business Associate.

**15.** Severability: Unenforceability of any provision of this Agreement shall not affect any other provisions herein contained; instead, this Agreement shall be construed as if such unenforceable provision had not been contained herein.

**16.** Variation: Except as otherwise expressly provided in this Agreement, this Agreement may not be changed or modified in any way after it has been signed, except in writing signed by or on behalf of both of the parties.

**17.** Dispute Resolution & Jurisdiction: In the event of any dispute or difference arising between the parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, validity, enforceability, termination or rescission thereof, including the rights, obligations or liabilities of the parties hereto, the same will be adjudicated and determined by arbitration. The Indian Arbitration & Conciliation Act, 1996 or any statutory amendment or re-enactment thereof in force in India, shall govern the reference. Both parties shall appoint their respective arbitrator, and both arbitrators thus appointed should appoint the third Arbitrator who shall function as the presiding Arbitrator. The venue of arbitration shall be **Surat (Gujarat)**. The Courts in the city of **SURAT** shall have exclusive jurisdiction to entertain try and determine the same.

**18.** Both the parties hereby agree neither to Circumvent or nor to disclose the identities, Information as well as the essence of the project etc of each other's/Principals, clients etc. to any other Third party and neither of us will approach each other's contracts as identified from time to time.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the date hereinbefore written: **Kalyan Naskar**

**Client:**

**Business Associate:**

**For DG SERVICES**

**For Kalyan Naskar**



**Authorized Signatory**

**Authorized Signatory**

**HELPLINE CONTACT:** [9904405070](tel:9904405070)

**HELPLINE E-MAIL ID:** [ff.helpline@gmail.com](mailto:ff.helpline@gmail.com)



