



विदेश मंत्रालय, नई दिल्ली  
MINISTRY OF EXTERNAL AFFAIRS  
NEW DELHI

No. Q/PD/578/3/2013

24<sup>th</sup> January, 2014

To,

Shri Hemant Arora,  
General Manager,  
M/s New Grow Software Solutions (P) Ltd,  
341, 3<sup>rd</sup> Floor, Shivaji Marg,  
DLF Tower, Moti Nagar,  
New Delhi-110015

Sir,

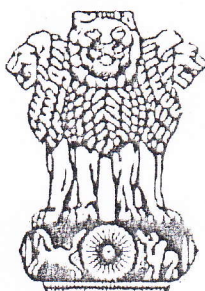
Please refer to your letter dated 21.11.2013 regarding request for extension of contract for providing outsourced Clerks.

The undersigned is pleased to inform you that Ministry of External Affairs has decided to extend the contract of M/s New Grow Software Solutions (P) Ltd. for providing outsourced Clerks for a further period of one year w.e.f. 1<sup>st</sup> February, 2014 with same terms and conditions as signed on 1<sup>st</sup> February 2013.

This issues with approval of the competent authority in the Ministry.

Yours faithfully

( Murugesan Ramaswamy )  
Administrative Officer (PD)  
Ph. No. 011-49015373



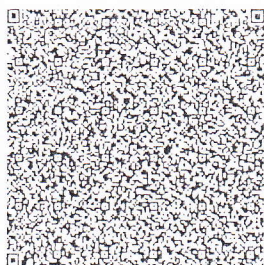
सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL70482717064288L
Certificate Issued Date	: 22-Jan-2013 10:57 AM
Account Reference	: IMPACC (PF)/ dl718913/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71891340662351026676L
Purchased by	: NEW GROW SOFTWARE SOLUTION PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0
	(Zero)
First Party	: NEW GROW SOFTWARE SOLUTION PVT LTD
Second Party	: NA
Stamp Duty Paid By	: NEW GROW SOFTWARE SOLUTION PVT LTD
Stamp Duty Amount(Rs.)	: 100
	(One Hundred only)



.....Please write or type below this line.....

### AGREEMENT FOR MANPOWER SUPPLY

This Agreement for Manpower supply is made and entered in to at New Delhi on the 1<sup>st</sup> February, 2013 between the President of India acting through Under Secretary (PD), Ministry of External Affairs, Govt. of India, having its offices in New Delhi, hereinafter referred to as 'Ministry' (which expression shall, unless repugnant to the contract, mean and include in its successors in office and assigns) of the first Part.

हेमन्त अरोड़ा / HEMANT ARORA  
महा प्रबन्धक / General Manager  
New Grow Software Solutions (P) Ltd.  
51/15, Basement Old Rajendra Nagar  
New Delhi-60

*[Handwritten signature]*

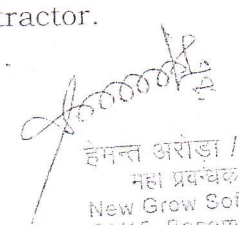


And

M/S New Grow Software Solutions (P) Ltd. hereinafter referred as the Contractor (which expression shall, unless repugnant to the contract and mean include their successors, nominees) of OTHER PART and hereinafter represented by Sh. Hemant Arora, General Manager. WHEREAS the Ministry vide its letter No.Q/PD/578/3/12 Dated 29.01.2013 is desirous of entrusting Contractor the contract for Manpower supply. AND WHEREAS M/S New Grow Software Solutions (P) Ltd. vide its letter No.NGSS/01/13/202 Dated 29.01.2013 has agreed to undertake this work on the terms and conditions as mentioned in the Ministry's letter No.Q/PD/578/3/12 dated 02.11.12 and No. \_\_\_\_\_ dated \_\_\_\_\_.

NOW IT IS agreed by and between the parties as under:-

1. This Contract for the said manpower services shall be deemed to have come into force on 1<sup>st</sup> day of the month of February of the year 2013.
2. This Contract shall continue for a period of one year, unless it is curtailed or terminated by the Ministry owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work.
3. This Contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of the parties.
4. This Contract may be extended, on the same terms and conditions or with some addition/ deletion / modification for a further period agreed with mutual consent of the contractor and this Ministry.
5. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the Ministry.
6. The Contractor will be bound by the details furnished by it to the Ministry, while submitting the tender or at any subsequent stage. In case, any of such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
7. The Ministry shall have right to terminate the contract during initial period also after giving a week's notice to the contractor.

  
हेमन्त अरोड़ा / HEMANT ARORA  
महा प्रबंधक / General Manager  
New Grow Software Solutions (P) Ltd.  
51/15, Basement Old Rajendra Nagar  
New Delhi-60  
9211080672

External Affairs, New Delhi conforms to the eligibility conditions of age, educational and professional qualifications, language skills and experience prescribed in NIT.

9. The manpower deployed by the Contractor shall be required to work normally as per the Ministry's working days, i.e from Monday to Friday from 0900 hrs. to 1730 hrs. with a lunch break of half an hour from 1300 hrs. to 1330 hrs.
10. The Contractor shall finish the following documents in respect of the individual personnel of work:
  - a) List of personnel shortlisted by contractor for deployment in Ministry containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.;
  - b) Bio-data of the persons with photograph affixed.
  - c) Character certificate from a Gazetted officer of the Central / State Government.
  - d) Certificate of verification of antecedents of persons by local police authority.
11. In case, the person deployed by the Contractor commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence and security risks, the Contractor will be liable to take appropriate disciplinary action against such person(s), including their removal from site of work, if required by the Ministry within 2 days of being brought to their notice.
12. The Contractor shall provide identity cards to the personnel deployed in the Ministry carrying the photograph of the personnel and personal information as the name, date of birth, and identification mark etc.
13. The Contractor shall ensure that any information such as details of offices, operational process technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in the Ministry.
14. The Contractor shall ensure proper conduct of his personnel in office



premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.

15. The persons deployed shall be required to report for work at 0900 hrs. to the Divisions / officers under whom they are deployed, which will be intimated separately and would leave at 1730 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day's wage shall be deducted. In case of repetition of such instances, Clause 17 will be applicable.
16. The Contractor shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the MINISTRY so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
17. The Contractor shall immediately provide a substitute in the event of any person leaving the job to his / her personal reasons. The delay by the Contractor in providing substitutes beyond three working days shall attract liquidated Damages @ Rs. 100 per day (per such case) on the Contractor besides deduction in payment on pro-rata basis.
18. It will be the responsibility of the Contractor to meet transportation, food medical and any other requirement in respect of the persons deployed by it (Contractor) in the Ministry and the Ministry will have no liabilities in this regard.
19. For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different labour legislations in respect of persons so employed and deployed in the Ministry. The persons deployed by the Contractor in the Ministry shall have no claim of any Master and Servant or Employer-Employee relations nor have any principal and agent relationship with or against Ministry of EXTERNAL AFFAIRS, NEW DELHI.
20. The Contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. The Ministry shall, in no way, be responsible for settlement of such disputes.
21. The Ministry shall not be responsible for any damage, losses, claims financial or other injury to any person deployed by Contractor in the course of their performing the functions / duties, or for payment towards any compensation.

22. The persons deployed by the Contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of the Ministry, during the currency or after of the contract.
23. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity.
24. The Contractor shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the Ministry.
25. The Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Ministry to concerned tax collection authorities from time to time, as per extant rules and regulations in the matter.
26. The Contractor shall maintain all statutory registers under the applicable Law. The Contractor shall produce the same, on demand, to the concerned authority of the Ministry or any other authority under law.
27. The Tax Deduction at Source (T.D.S) shall be deducted as per the provisions of Income Tax Act, 1961, as amended from time to time and a certificate to this effect shall be provided to the Contractor by the Ministry.
28. In case, the Contractor fails to comply with any statutory, taxation liability under appropriated law, and as a result thereof the Ministry is put to any loss / obligation, monetary or otherwise, the Ministry will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
29. If the Contractor fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
30. The Contractor shall submit a Performance Security Deposit for a sum of Rs. 2.5 lakhs (Rupees Two Lakh Fifty Thousand only) within 15 days of the placement of a formal order. The performance security will be furnished in the form of the Account Payee Cheque.



Guarantee drawn in favour of Pay & Accounts Officer, MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI OR Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider company/ Firm/ Agency but hypothecated to the Pay & Accounts Officer, MINISTRY OF EXTERNAL AFFAIRS, New Delhi. The performance security shall remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider.

31. In case of breach of any terms and conditions attached to this Contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by the Ministry besides annulment, of the contract.
32. The Contractor shall raise the bill, in triplicate, along with attendance sheet to the Division under whom the outsourced personnel has been deployed in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
33. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till such proof is furnished, at the discretion of this Ministry.
34. (i) In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of the Sole Arbitrator to be appointed by the Secretary, Ministry of External Affairs on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act 1996 (No. 26 of 1996) shall be applicable to the arbitration under this Clause. The venue of such arbitration shall be in Delhi and the language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties.
- (ii) Subject to the provisions of this Clause (34), the Courts at New Delhi shall have exclusive jurisdiction.
35. In consideration to the services thus provided by the contractor, the Ministry shall pay to the contractor a total sum of Rs.10868.98 (Ten Thousand Eight Hundred Sixty Eight and paise-Ninety Eight Only) per person per month inclusive of ESI, Service Charges and Service Tax.

IN WITNESS WHEREOF THE parties have signed the Agreement by putting their hand on the day, month and year mentioned herein above.

FOR and ON BEHALF OF PRESIDENT OF INDIA  
FIRST PARTY

  
SECOND PARTY

Ministry of External Affairs

Name & Designation

Witness 1.

Witness 2.

General Manager / General Manager  
New Grow Software Solutions (P) Ltd.  
51/15, Basement Old Rajendra Nagar  
New Delhi-60  
M.: 9971120782, 9211060672