

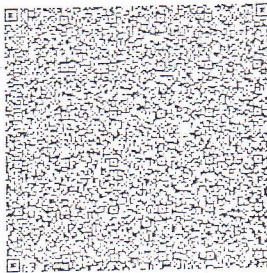
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL84095565573667L
 Certificate Issued Date : 04-Nov-2013 05:35 PM
 Account Reference : IMPACC (IV)/ dI702503/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL70250366220157443724L
 Purchased by : JASBIR SINGH
 Description of Document : Article Others
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : NEW GROW SOFTWARE SOLUTION PVT LTD
 Second Party : Not Applicable
 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 into at New Delhi on the 02nd December 2013 between the President of India acting through Under Secretary (PE), 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 अरोरा / HEMANT ARORA
 General Manager
 New Grow Software Solutions (P) Ltd.
 DSM - 341, DLF Towers, Connaught Place, New Delhi - 110028

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoilestamp.com". Any discrepancy in the details on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate

जयदीप कपूर
 (JAYDEEP KAPOOR)
 Under Secretary (PE)
 Ministry of External Affairs

And

M/S NEW GROW SOFTWARE SOLUTIONS PVT. LTD., NEW DELHI hereinafter referred as the Contractor (Which expression shall, unless repugnant to the Contract and mean include their successor, nominees) of OTHER PART and hereinafter represented by Shri Hemant Arora, General Manager.

WHEREAS the Ministry vide its letter no. Q/PE/576/01/2012 dated 25.11.2013 is desirous of entrusting Contractor the Contract for Manpower supply, the Contractor deals.

AND WHEREAS M/S NEW GROW SOFTWARE SOLUTIONS PVT. LTD., NEW DELHI vide its letter dated 29.11.2013 has agreed to undertake this work on terms and conditions as mentioned in Ministry's letter no. Q/PE/576/01/2012 dated 29.11.2013 and Ministry's Tender Notice published in Nov. 2012.

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 2nd day of December of the year 2013.
2. This Contract shall valid till 30th November 2014 unless it curtailed or terminated by this Ministry owing to the deficiency of the Service, substandard, 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 Contracting Company and this Ministry.
4. This Contract may be extended, on the same terms and conditions or with some addition/deletion/modification for a further period not exceeding one year.

हस्ताक्षर/HEMANT ARORA
नवी प्रबंधक/General Manager
New Grow Software Solutions (P) Ltd.
G-15, Sector-14, Shivaji Marg.

(जगदीप कपूर)
(JAGDEEP KAPOOR)
नवी प्रबंधक/General Manager

(2)

5. The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this Contract to any other Company without the prior written consent of this Ministry.

6. The Contractor shall be bound by the details furnished by it to this Ministry, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is 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 OF EXTERNAL AFFAIRS, NEW DELHI reserves right to terminate the Contract during initial period also after giving a week's notice to the Contractor.

8. The Contractor shall ensure that the manpower deployed in the THE MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI conforms to the eligibility conditions of age and educational and professional qualification, language skills and experience prescribed etc. in the Tender document.

9. The manpower deployed by the agency shall be required to work normally as per the Ministry's working days i.e. Monday to Friday from 0900 to 1730 hrs. with a lunch break of ½ an hour from 1300 to 1330 hrs.

10. The Contractor shall furnish the following documents in respect of the persons who will be deployed by it in this Ministry before the commencement of work:

- a) List of persons shortlisted by Company for deployments in Ministry of External Affairs containing full details i.e. date of birth, marital status, address, educational and professional qualification, experience.
- b) Bio-data of the persons with latest photograph affixed.
- c) Character certificate from a gazetted officer of the central

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 including their removal from site of work, if required by the Ministry within two 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 personnel and personal information as to name, date of birth, designation and identification marks etc.
13. The Contractor shall ensure that any details of office, operational process, technical know-how, security arrangements and administrative / organisational matters are not divulged or disclosed to any person by its personnel deployed in the Ministry.
14. The Contractor shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work etc.
15. The persons deployed shall be required to report for work at 0900 hrs to their divisions / offices under whom they are deployed, which will be intimated separately and would leave at 1730 hrs. In case, a 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 below will be applicable.

16. The Contractor shall depute a coordinator, who would be responsible for immediate interaction with the MINISTRY OF

हेमन्त अरोड़ा/HEMANT ARORA
नया प्रबंधक/General Manager
New Grow Software Solutions (P) Ltd.
DSM - 341, DLF Towers, Shivaji Marg,
Moti Nagar, New Delhi-110015
Ph.: 9971120782

(जगदीप कपूर)
(JAGDEEP KAPUR)
जूनियर सचिव (प्र.सं.)
Junior Secretary (P.S.)
प्रधान मंत्रालय, नई दिल्ली
Prime Minister's Office, New Delhi

EXTERNAL AFFAIR, NEW DELHI so that the optimal services of the persons deployed by the Contractor could be availed without any disruption.

17. The Contractor shall ensure that the attrition rate of candidates will not exceed more than 5% in a year. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the Contractor in providing a substitute beyond three working days shall attract liquidated damages @ Rs. 100/- per day (per such case) on the Contractor, besides deductions in payments on pro-rate basis.
18. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Company) in this Ministry and this 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 manpower so employed and deployed in this Ministry. The persons deployed by the Contractor in the Ministry shall not have claims of any employer and employee relationship nor have any principal and agent relationship with or against THE MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI.
20. The Contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. This Ministry shall, in no way, be responsible for settlement of such issues whatsoever.
21. This Ministry shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed

by Contractor in the course of the 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 this Ministry of during the currency or after expiry of the Contract.

23. In case of termination of this Contract on its expiry or otherwise the persons deployed by the service providing Contractor shall not be entitled to and will have no claims for any absorption nor any relaxation for absorption in the regular/other 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 this Ministry. The Contractor shall ensure that any upward revision in the Ministry approves contract rate revision to ensure that no worker is paid less than the minimum prescribed wages.

25. The Contractor shall also be liable for depositing all taxes, levies, cess etc. On account of service rendered by it to the Ministry of External Affairs to collection to tax collection authorities from time to time as per extant rules and regulations on the matter.

26. The Contractor shall maintain all statutory registers under the applicable laws, the Contractor shall produce the same, on demand to the concerned authority of this Ministry or any other authority under law.

27. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of income tax law, as amended from time to

असिस्टेंट मॅनेजर
नॉन प्रबंधक/General Manager
New Grow Software Solutions (P) Ltd.
Shivaji Marg.

जसदीप कपूर
JASDEEP KAPOOR
10/01/2017

time and a certificate to this effect shall be provided to the Contractor by this Ministry.

28. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate 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 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. 3,00,000/- (Rupees Three lac only) at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of account payee demand draft or bank guarantee 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 the Contractor but hypothecated to the pay and accounts officer, Ministry of External Affairs, New Delhi. The Performance Security should remain valid for a period of 60 days beyond the date of completion of all the Contractual obligations of the supplier.
31. In case of breach of any terms and conditions stipulated in the Contract, the performance security deposit of the Contractor will be liable to be forfeited by this Ministry besides annulment of the Contract.

[Handwritten signature]

32. The Contractor shall raise the bill, in triplicate, along with attendance to the division under whom outsourced personnel has been deployed in the first week of the succeeding month. The division concerned will send the bills duly verified to Under Secretary (PE) for passing and payment. As far as possible, the payment will be released by the second week of the succeeding month.
33. The claims in bills regarding wages paid to the personnel (Messengers) deployed, employees state insurance, provident fund, and service tax etc. Should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. In respect of the outsourced manpower) pertaining to the concerned months bill. A requisite portion of the bill/ whole of the bill shall be held up till the proof is furnished, at the discretion of this Ministry.
34. Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the Additional Secretary (Administration), Ministry of External Affairs, for arbitration and whose decision shall be final and binding on the parties.
35. In consideration to the services thus provided by the Contractor, the Ministry shall pay to the Contractor a total sum of Rs. 10,997/- (Rupees Ten thousand nine hundred ninety seven) Per person per month inclusive of ESI, service charges and service tax subject to compliance of all statutory provision including those relating to Minimum Wages Act. It is agreed that the total sum shall not be increased during the Contract period.

(7)

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 THE PRESIDENT OF INDIA
FIRST PARTY

Ministry of External Affairs

Name & Designation

Witness 1.

Witness 2.

SECOND PARTY

हेमन्त अरोड़ा/HEMANT ARORA
नया प्रबंधक/General Manager
New Grow Software Solutions (P) Ltd.
DSM - 341, DLF Towers, Shivaji Marg,
Moti Nagar, New Delhi-110015
Ph.: 9971120782