

GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS

Q/PC/551/15/2012

31st December, 2013

To,

Sh. Hemant Arora
General Manager
M/S New Grow Software Solutions
New Delhi-110055

Sir,

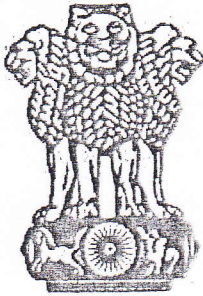
Please refer to your letter No. NGSS/11/13/173 dated 15th November 2013 regarding request for extension of contract for providing outsourced Assistants.

2. 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 for providing outsourced Assistants for a further period of one year w.e.f 01.01.2014 with same terms and conditions as signed on 1st January 2013.

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

ok

(A.K Barnwal)
Administrative Officer (PC)



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

: IN-DL57671906205888K

Certificate Issued Date

: 19-Dec-2012 12:51 PM

Account Reference

: IMPACC (IV)/ dl761003/ DELHI/ DL-DLH

Unique Doc. Reference

: SUBJN-DL76100315196763611787K

Purchased by

: NEW GROW SOFTWARE SOLUTIONS P LTD

Description of Document

: Article 5 General Agreement

Property Description

: NA

Consideration Price (Rs.)

: 0

(Zero)

First Party

: NEW GROW SOFTWARE SOLUTIONS P LTD

Second Party

: NA

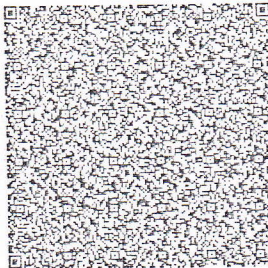
Stamp Duty Paid By

: NEW GROW SOFTWARE SOLUTIONS P LTD

Stamp Duty Amount(Rs.)

: 100

(One Hundred only)



ORIGINAL ORIGINAL ORIGINAL ORIGINAL
ORIGINAL ORIGINAL ORIGINAL ORIGINAL
ORIGINAL ORIGINAL ORIGINAL ORIGINAL

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 01.01.2013 between the President of India acting through Under Secretary (PC), 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.

(धनशकर भट्ट)
(DHANSKAR BHATT)
अवर सचिव (पी.सी.)
Under Secretary (PC)

विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi

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

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com".

And


M/S


NEW GROW SOFTWARE SOLUTIONS (P) LTD, NEW DELHI-110060 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 Shri Hemant Arora (General Manager).

WHEREAS the Ministry vide its letter No. Q/PC/551/15/2012 dated 8th January 2013 is desirous of entrusting Contractor the contract for Manpower supply, the Contractor deals. AND WHEREAS M/S NEW GROW SOFTWARE SOLUTIONS (P) LTD vide its letter No. ____ dated _____ has agreed to undertake this work on the terms and conditions as mentioned in the Ministry's Advertisement published in three prominent Newspapers, "The Times of India", "Hindustan Times" and "Navbharat Times" on 8th November 2012.

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

1. The contract is likely to commence from 1st January, 2013 and shall continue for a period of one year, unless it is curtailed or terminated by this Ministry owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of work.
2. The contract shall automatically expire after one year from commencement of the contract ~~unless~~ extended further by the mutual consent of Contractor and this Ministry.
3. The contract may be extended, on the same terms and conditions or with some addition/ deletion/ modification for a further period not exceeding one year subject to the approval of competent authority of Ministry of External Affairs.
4. The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Contractor without the prior written consent of this Ministry.
5. The **MINISTRY OF EXTERNAL AFFAIRS, J.N BHAWAN, NEW DELHI** reserves right to terminate the contract during initial period also after giving a week's notice to the Contractor.
6. The Contractor shall ensure that the manpower deployed in 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.
7. The Contractor will be bound by the details furnished by it to the Ministry, while submitting the tender or at 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.


(भास्कर भट्ट)
(BHASKAR BHATT)
उप सचिव (पी.सी.)
Under Secretary (P.C.)
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs


हेमंत अरोड़ा / HEMANT ARORA
महानिदेशक / General Manager
New Grow Software Solutions (P) Ltd.
51/15, Basement, Old Rajendra Nagar

8. The manpower employed by the Agency shall be required to work normally as per the Ministry's working days, i.e. from Monday to Friday from 0900 to 1730 hrs. with a lunch break of ½ an hour from 1300 to 1330 hrs.
9. 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:
 - i. List of persons short listed by Contractor for deployment in Ministry of External Affairs containing full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc.
 - ii. Bio-data of the person with photograph affixed.
 - iii. Character certificate from a Gazetted officer of the Central / State Government.
 - iv. Certificate of verification of antecedents of persons by local police authority.
- 10 In case, the person employed by the successful Contractor commits any act of omission/ commission that amounts to misconduct / indiscipline/ incompetence and security risks, the successful Contractor will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the Ministry within 2 days of being brought to their notice.
- 11 The Contractor shall provide identity cards to the personnel deployed in the Ministry carrying the photograph of the personnel and personal information as to name, date of birth, designation and Identification mark etc.
- 12 The Contractor shall ensure that any details of office, 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.
- 13 The Contractor shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, *paan*, smoking, loitering without work etc.
- 14 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, 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 16 below will be applicable.
- 15 The Contractor shall depute a coordinator, who would be responsible for immediate interaction with the MINISTRY OF EXTERNAL AFFAIRS, J.N BHAWAN, NEW DELHI so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
- 16 The selected Contractor shall ensure that the **attrition rate of candidates will not exceed more than 5% in a year.** The selected 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**

(सहस्रकार नमः)
SARASWATI

for the
SARASWATI

beyond three working days shall attract liquidated damages @ Rs.100 per day (per such case) on the Contractor, besides deduction in payment on pro-rate basis.

- 17 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 (Contractor) in this Ministry and this Ministry will have no liabilities in this regard.
- 18 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 MINISTRY OF EXTERNAL AFFAIRS, J.N BHAWAN, NEW DELHI.**
- 19 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.
- 20 This Ministry shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Contractor in the course of their performing the functions/ duties, or for payment towards any compensation.
- 21 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 during the currency or after expiry of the contract.
- 22 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/ other capacity.
- 23 The Contractor provider 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.
- 24 The Contractor shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Ministry of External Affairs to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 25 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.
- 26 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Contractor by this Ministry.

(भास्कर भट्ट)
(BHASKAR BHATT)
अवर सचिव (पी.सी.)
Under Secretary (P.C.)
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi

हेमन्त अरोड़ा / HEMANT ARORA
महा प्रबंधक / General Manager
New Grow Software Solutions (P) Ltd.
51/15, Basement Old Rajendra Nagar
New Delhi-60
9211060672

- 27 In case, the tendering 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 the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 28 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.
- 29 The Contractor shall submit a Performance Security Deposit for a sum of Rs.3 lakhs (Rupees Three Lakh only) within 15 days of the placement of a formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Pay & Accounts Officer, MINISTRY OF EXTERNAL AFFAIRS, J.N. Bhawan, NEW DELHI OR Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Contractor / Firm/ Agency but hypothecated to the Pay & 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 Contractor.
- 30 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.
- 31 The Division concerned under whom the outsourced personnel has been deployed will send the Attendance sheets duly verified to the Administrative Division. The Administrative Division will compile the attendance mentioning the number of days and hand over the compiled sheet to the Contractor.
- 32 The Contractor shall raise the bill, in triplicate to the Division in the first week of the succeeding month 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 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 If a dispute arises out of or in connection with this agreement, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996. The number of arbitrator(s) shall be 1(one). The Authority to appoint the Arbitrator(s) shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996. The place of Arbitration shall be Delhi.

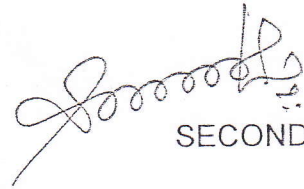
(भास्कर भट्ट)
(BHASKAR BHATT)
अवर सचिव (प्र.सं.)
Under Secretary (PO)
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi

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

35. In consideration to the services thus provided by the contractor, the Ministry shall pay to the contractor a total sum of Rs. 14797.81 (Rupees Fourteen Thousand Seven Hundred Ninety Seven and paise Eighty One only) per person per month inclusive of fixed salary of Rs. 12000/ per month + ESI @ 4.75% of Rs570/- +Service Tax @ 12.36% of Rs.1627.81 and Service Charges @ 5% of Rs 600.

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

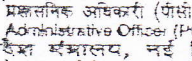
Ministry of External Affairs

New Grow Software Solutions (P) Ltd.


Name & Designation

Name and Designation

Witness 1. 
(DHARMENDER KUMAR)
प्रशासनिक अधिकारी (पेसी.-II)
Administrative Officer (PC-II)
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi

Witness-2. 
(HEMANT ARORA)
General Manager
New Grow Software Solutions (P) Ltd.
51/15, Basement Old Rajendra Nagar
New Delhi-60
M.: 9971120782, 9211060672

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


(BHASKAR BHATT)
अवर सचिव (पि.सी.)
Under Secretary (P.C.)
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi