



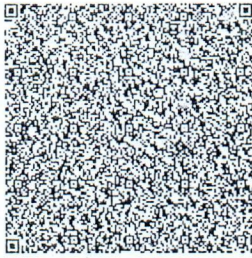
सत्यमेव जयते

INDIA NON JUDICIAL

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Unique Doc. Reference : SUBIN-DL71220371489075792227Q
Purchased by : WELL PROTECT MANPOWER SERVICES PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : WELL PROTECT MANPOWER SERVICES PVT LTD
Second Party : OTHERS
Stamp Duty Paid By : WELL PROTECT MANPOWER SERVICES PVT LTD
Stamp Duty Amount(Rs.) : 100
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Please write or type below this line
GEM Bid No. GEM/2018/B/64002

AGREEMENT

This Agreement for providing services of manpower Daily Wage Workers is made and entered into at New Delhi on the 27th day of September, 2018 between Ministry of Housing and Urban Affairs (erstwhile Ministry of Urban Development), Government of India, having its office at Nirman Bhawan, New Delhi - 110011, hereinafter referred to as Ministry which expression shall include executors, assigns, legal representatives, heirs, etc. on the ONE PART.

AND

M/s Well Protect Manpower Services Pvt. Ltd. having its registered office at F-2, 2nd Floor, Khasra No. 737/3 & 737/6 Near MCD School, Main 100 Futa Road, Burari, New Delhi -110084, hereinafter referred to as the Contractor, which expression shall include executors, nominees, successors, assigns, etc. on the OTHER PART.

अमरेन्द्र कुमार सिन्हा/AMRENDRA KUMAR SINHA

अवर सचिव/Under Secretary

आवासन और शहरी कार्य मंत्रालय

Ministry of Housing And Urban Affairs

निरमाण भवन, नई दिल्ली-110011

New Delhi-110011

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2. The onus of checking the legitimacy is on the user of the certificate.

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Whereas the Ministry invited 'on-line bids' through Government E-Market Place (GeM) Portal of Government of India for outsourcing the services of Daily Wage Workers (i.e. MTS and Cleaning Staff) in the Ministry of Housing and Urban Affairs.

And whereas M/s Well Protect Manpower Services Pvt. Ltd. has agreed to undertake to provide the services of Daily Wage Workers of Semi-skilled and Un-skilled (MTS and Cleaning Staff) on the terms and conditions of Government E-Market Place (GEM) portal including the following terms and conditions:

1. The contract shall commence from the date of entering into agreement and continue for a period of one year. The period of the contract may be curtailed/terminated before the contract period owing to deficiency in service or sub-standard quality of manpower deployed by the selected Service Provider or induction of regular manpower in this Ministry. The Ministry, however, reserves right to terminate this initial contract at any time after giving one week notice to the contracting / selected service provider.
2. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of the Ministry and the Contractor.
3. The Contractor shall not be allowed to transfer, assign, pledge or sub-contract his rights and liabilities under this agreement to any other Manpower Company/Firm/Agency/ Contractor.
4. The contracting Manpower Company/Firm/Agency/Contractor will be bound by the details furnished by him/her to the Ministry, while submitting the bids or at subsequent stage. In case, any of such documents furnished by him/her/them is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/them liable for legal action besides termination of contract.
5. The contractor shall ensure that the manpower deployed in the Ministry of Housing and Urban Affairs, Nirman Bhawan, New Delhi conforms to the technical specifications of age, qualification, medical fitness, language skills, conduct, antecedents.
6. 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 1/2 hour from 1300 hours to 1330 hrs.** However, in exigencies of work, they may be required to attend work of the Ministry on Saturdays, and other holidays, if required.
7. The contractor shall furnish the following documents in respect of the individual contract worker who will be deployed by it in this Ministry before commencement of work:

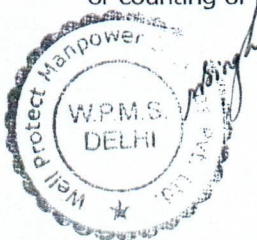


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Asin

अमरेंद्र कुमार सिन्हा / AMRINDER KUMAR SINGHA
 अवर सचिव / Under Secretary
 आवासन और शहरी कार्य विभाग
 Ministry of Housing and Urban Affairs
 भारत सरकार / Govt. of India
 निर्माण भवन, नई दिल्ली-110011
 Nirman Bhawan, New Delhi-110011

- (a) List of Workers short listed by the contractor for deployment in Ministry of Housing and Urban Affairs containing full details i.e. Name, father name, date of birth, address, qualification, marital status, etc.
 - (b) Bio- data of the Workers.
 - (c) Character Certificate from a Gazetted officer of the Central/State Government.
 - (d) Certification of verification of antecedents of workers by local police authority.
 - (e) Medical Fitness certificate issued by Doctor to the effect the worker is fit to join duty.
 - (f) Identity Cards issued to the worker bearing his Photographs duly sealed and signed by the contractor.
8. The workers deployed by the contractor should not have any adverse Police records/criminal cases pending against them. The contractor would be required to make adequate enquiries about the character and antecedents of the workers before their deployment for the purpose. The character and antecedents of each worker will be got verified by the contractor, before their deployment, through the local police. Proofs in respect of each worker offered for the job, viz (i) bank account details, if any (ii) previous work experience, (iii) proof of residence (iv) recent photograph (v) a certification that the said worker does not have any adverse Police Record/Criminal Case pending against him/her should be submitted to this Ministry. The contractor will also ensure that the workers deployed are medically fit. The contractor shall withdraw such workers who are not found suitable by the office for any reasons immediately on receipt of such a request from this Ministry.
 9. The contractor shall provide identity cards to the persons deployed in the Ministry pasted photographs of the personal and indicating the personal information such as name, Date of Birth, Father's name, Residential Address, age and identification of mark, etc.
 10. The contractor shall deploy necessary workers as required by this Ministry from time to time. The said workers deployed by the contractor shall be the worker of the contractor and it shall be the duty of the contractor to pay their wages in time immediately after receiving the attendance of the workers from the Ministry every month. The wages will be paid to the worker through Account Payee Cheque or through RTGS/ECS to be credited in the bank account in the name of worker deployed by the contractor to this Ministry. The details of which will be furnished to the Ministry before raising the next bill.
 11. Thereafter, the contractor will submit the bill in triplicate in respect of a particular month immediately after the payment of wages in the next month for reimbursement. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the law in force.
 12. Payments of wages to the daily wage worker would be strictly on certification by the officer with whom he/she is attached that his/her services were satisfactory and attendance as per the Biometric system.
 13. It is obligatory on the contractor to provide details of deductions made towards EPF, ESI and service charges/Goods and Service Tax (GST)/any tax in force in respect of each worker, each month with the bill alongwith the requisite proofs. The challans, especially of this Ministry, for the payment to the Government agencies by the contractor in respect of deductions made in respect of each contracted worker is also required to be enclosed alongwith the monthly bills.
 14. There is no master & servant relationship between the employees of the Contractor and this Ministry and further the deployed contract workers of the contractor shall not claim any absorption or counting of past service for any purpose.

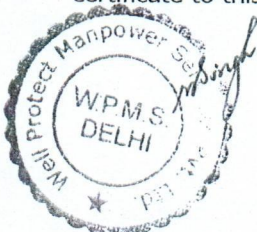


15. The workers deployed by the contractor shall not claim nor be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Ministry during the currency or after expiry of the contract.
16. Wages shall be paid at the applicable rate. No wage/remuneration will be paid to any staff for the days of absence from duty. One paid holiday in a week is allowed (Saturday) provided the daily wage worker works for forty hours in a week.
17. The contractor's workers shall not have any rights nor shall they claim any benefit/compensation/absorption/ regularization of services from this Ministry under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. An Undertaking from each worker to this effect shall be required to be submitted by the contractor to this Ministry.
18. The contractor's workers shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, administrative /organizational matters as all are confidential/secret in nature.
19. The contractor's workers should be polite, cordial, positive, decent and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of the Ministry. The Contractor shall be responsible for any act of indiscipline on the part of the worker deployed by him.
20. That the workers deputed shall not interfere with the duties of the employees of this Ministry.
21. The contractor will have to remove from the office, any debarred worker or workers, who is/are found incompetent or for his/her/their misconduct and the contractor shall forthwith replenish such requirements. The contractor shall replace immediately any of its worker(s), if they are unacceptable to the Ministry because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
22. The Contractor shall ensure proper conduct of his workers in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc. The contractor shall also ensure compliance of instructions as contained in the Ministry's Circular No. A-42012/3/2016-Admn.IV dated 20th July 2018 (copy enclosed).
23. The transportation, food, medical and other statutory requirements in respect of each worker shall be borne by the Contractor.
24. That the Contractor shall be responsible for payment of wages to each worker employed by him as Contract Workers and such wages shall be paid before expiry of such period as may be prescribed.
25. It shall be the duty of the contractor to ensure and satisfy competent authority/authorized representative of the Ministry of Housing and Urban Affairs regarding the payment of wages to the workers in their account in time.
26. It is obligatory on the contractor to ensure that wages paid should not be less than the minimum wages fixed by the Government or Government of NCT, from time to time and all relevant statutory requirements must be incorporated in the amount to be paid to each worker.
27. In case, the worker(s) deployed by the Contractor commits any act of omission/commission that amounts to misconduct/ indiscipline/incompetence and security risk, the Contractor will be liable



to take appropriate disciplinary action or legal action under relevant law against such worker(s), including his/her/their removal from the work, if required by the Ministry within 3 days of being brought to their notice.

28. During the period of contract, it will be obligatory for the Contractor to provide whatever information/documents are asked for by the Ministry to check whether statutory payments are being made by him. In case of non-production, or delay therein, the reimbursement of bills will be delayed till such time the relevant documents are furnished, for which the Ministry will not be responsible. In case of repeated failure, the Ministry may terminate the contract besides taking other legal action.
29. The Contractor shall immediately provide a substitute in the event of any worker leaving the job due to his/her personal reasons. The delay by the Contractor in providing a substitute beyond 3 working days shall attract liquidated damages of Rs.100/- per day (per such case) on the contractor, besides deduction in payment on pro-rata basis.
30. The Contractor will provide the required number of workers for a shorter period also, in case of any exigencies, as per the requirement of this Ministry.
31. The Contractor shall be contactable at all times and messages sent by phone/e-mail/Fax/Special Messenger from the Ministry to him/her shall be acknowledged, immediately on receipt on the same day. The Contractor shall strictly observe the instructions issued by the Ministry in implementing the Contract from time to time.
32. This Ministry shall not be liable for any loss, damage, theft, burglary or robbery of belongings, equipment or vehicles of the deployed workers.
33. That the Contractor on its part and through its own resources shall ensure that the goods, materials and equipments etc., are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff and its workers, etc. If this Ministry suffers any loss or damage on account of negligence, defaults or theft on the part of the workers of the contractor, then the contractor shall be liable to reimburse to this Ministry for the same. The contractor shall keep this Ministry fully indemnified against any such loss or damage.
34. That on the expiry of the agreement as mentioned above, the contractor will withdraw all its contract workers and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non-employment by the workers of the contractor, it shall be the entire responsibility of the contractor to pay and settle the same.
35. The Contractor will 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.
36. The Contractor shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to Ministry of Housing and Urban Affairs to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
37. The Contractor shall maintain all statutory registers under the applicable Law. The contractor shall produce the same, on demand, to the concerned authority of this Ministry or any other authority under Law.
38. The Tax Deduction at Source (TDS) shall be deducted as amended from time to time and a certificate to this effect shall be provided to the Contractor by this Ministry.



39. 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 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.
40. In case the Contractor fails to make payment of wages within the prescribed period or makes short payment, the Contractor will be liable to be terminated and any/short payment to the worker will be recovered from any payments due to the contractor.
41. In case of breach of any terms and conditions attached to this contract, the PSD of the Contractor will be liable to be forfeited by this Ministry besides annulment of the contract.
42. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should necessarily be 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.
43. The Ministry of Housing and Urban Affairs may ask the documentary evidence in respect of payment of statutory liabilities as and when required.
44. Settlement of disputes will be as per Indian Arbitration and Conciliation Act, 1996 and venue will be the Ministry of Housing and Urban Affairs, Nirman Bhawan, New Delhi.
45. The contracting Manpower Company/Firm/Agency/Contractor shall follow a dress code in respect of manpower/workers deployed/supplied to this Ministry.
46. The contractor shall comply with all other conditions mentioned in the GeM Bid Document No. GEM/2018/B/64002 and terms & conditions of GeM, which are not listed in this agreement.

IN WITNESS WHEREOF, THE SAID MINISTRY AND THE CONTRACTOR have put their respective signatures hereunder:

For M/s Well Protect Manpower Services Pvt. Ltd.

For Ministry of Housing and Urban Affairs



Witness

(Amar CHAUDHARY)

Witness

LAHT KUMAR
2719 23062812

Place: New Delhi

(Ministry)

Asing
29.07.18

अमरेन्द्र कुमार सिन्हा/AMRENDRA KUMAR SINHA
अवर सचिव/Under Secretary
आवासन और शहरी कार्य मंत्रालय
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