

**BY SPEED POST/ BY HAND**

F. No. A-12024/1/2017-Admn. IV  
Government of India  
Ministry of Urban Development  
(Admin.IV Section)

Nirman Bhawan, New Delhi  
21<sup>st</sup> June 2017

To,  
M/s Alankit Ltd,  
205-208, Anarkali Complex,  
Jhandewalan Extension,  
New Delhi-110055

**Sub: Award of Contract for outsourcing the services of 20 Data Entry Operators in the Ministry**

Sir

I am directed to refer this Ministry's Open Tender Notice of even number dated 24.04.2017, vide which online bids were invited at CPP Portal i.e. <http://eprocure.gov.in>. After qualifying in Technical Bids opened on 16.05.2017, the Financial Bids were opened on 13.06.2017. I am to further inform you that you have been selected by this Ministry for outsourcing the services of 20 DEOs in this Ministry for a period of one year w.e.f. 03.07.2017 on service charges of Rs. 1/- per worker per month. Other terms and conditions will be governed by agreement of contract and Tender documents. The quantum of total manpower may vary from time to time on the discretion of this Ministry depending on administrative need as already mentioned in Open Tender Notice.

2. All formalities including signing of contract agreement to be effective from 03.07.2017 and submitting of Performance Security Deposit of Rs. 3.00 lakh (Rs. Three lakh only) in favour of Pay and Accounts Office (Sectt.), Ministry of Urban Development, Nirman Bhawan, New Delhi is required to be completed immediately. A Copy of draft agreement is enclosed. Further, once contract is awarded, you will be required to obtain necessary certificate/licence from concerned Labour Commissioner Office under Labour Contract (Regulation & Abolition) Act, 1970 and rules made thereunder and furnish a copy of the same to the Ministry for our records. In case, the above offer is acceptable, the confirmation/acceptance may be sent to this Ministry immediately.

Encl. As above

Yours faithfully,



(S.K. Gupta)

Under Secretary to Govt. of India  
Tel: 23061426



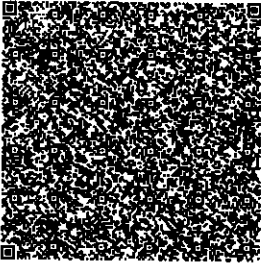
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL96239266591753P  
Certificate Issued Date : 22-Jun-2017 03:47 PM  
Account Reference : IMPACC (CR)/ dl820710/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL82071093386352197489P  
Purchased by : ALANKIT LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : Ministry of Urban Development  
Second Party : ALANKIT LIMITED  
Stamp Duty Paid By : ALANKIT LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

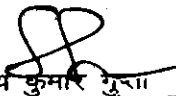


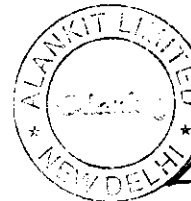
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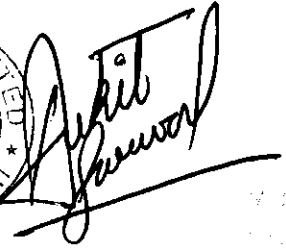
### Open Tender No. A-12024/1/2017-Admn.IV

### ANNEXURE-V AGREEMENT

This Agreement for supply of 20 (Twenty) numbers of manpower Data Entry Operators is made and entered into at New Delhi on the day of 03/07/2017 between Ministry of Urban Development, Government of India, having its office at Nirman Bhawan, New Delhi-110011, hereinafter referred to as which expression shall include executors, assigns, legal representatives, heirs, etc on the ONE PART.

  
संजय कुमार गुप्ता  
SANJAY KUMAR GUPTA  
अवर सचिव/Under Secretary  
शहरी विकास मंत्रालय  
Ministry of Urban Development  
भारत सरकार, नई दिल्ली  
Govt. of India, New Delhi





#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.


**AND**

M/s Alankit Limited having its registered office at 205-208, Anarkali Complex, Jhandewalan Extension, New Delhi-110055 and Corporate / Branch office at Alankit House, 4E/2, Jhandewalan Extension, New Delhi-110055, hereinafter referred to as the Contractor, which expression shall include executors, nominees, successors, assigns, etc on the other part.

2. Whereas the Ministry of Urban Development invited bids through tendering process on Government of India, Central Public Procurement (CPP) Portal for supply of Data Entry Operators in the Office of Ministry of Urban Development.

And whereas M/s Alankit Limited has agreed to undertake to supply Data Entry Operators on the following terms and conditions:


1. The contract is likely to commence from the date of entering into agreement and shall continue initially for a period of one year, which may or may not be extendable for further period depending on the requirement of office and also on the satisfactory performance of the service provider. 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 the Ministry of Urban Development. The Ministry of Urban Development, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected service provider.
2. The contract shall automatically expire after one year from commencement of the contract unless extended further with the mutual consent of Ministry of Urban Development 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 without the prior written consent of this office.
4. The contracting Manpower Company/Firm/Agency/Contractor will be bound by the details furnished by him/her to the Ministry of Urban Development, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
5. The Ministry of Urban Development, Nirman Bhawan, New Delhi reserves right to terminate the contract during initial period also after giving a week's notice to the contracting service provider.
6. The contractor shall ensure that the manpower deployed in Ministry of Urban Development, Nirman Bhawan, New Delhi conforms to the technical specifications of age, qualification, medical fitness, language skills, conduct, antecedents.
7. The manpower employed by the contractor shall be required to work normally as per the 'Ministry of Urban Development' working days, i.e. from Monday to Friday from 0900 Hrs. to 1730 Hrs with a lunch break of 1/2hour from 1300 hours to 1330 hrs. However, in exigencies of work, they may be required to attend work of the Ministry of Urban Development on Saturdays, Sundays and other holidays, if required.
8. The contractor shall furnish the following documents in respect of the individual contract worker who will be deployed by it in Ministry of Urban Development before commencement of work:
  - (a) List of Workers short listed by the contractor for deployment in Ministry of Urban Development containing full details i.e. Name, father name, date of birth, address, qualification, marital status, etc.

  
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Ministry of Urban Development  
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- (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 the workers by local police authority.  
(e) Medical Fitness certificate issued by Doctor to the effect that the worker is fit to join duty.  
(f) Identity Cards bearing Photographs duly sealed and signed by the contractor indicating the personal information such as Name, Date of Birth, Father's Name, Residential Address, Age and identification mark etc
9. 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 Directorate of Estates. 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 Ministry of Urban Development.
10. The contractor shall deploy necessary workers as required by Ministry of Urban Development from time to time. The said workers deployed by the contractor shall be the employee of the contractor and it shall be the duty of the contractor to pay their wages in time i.e. before 6<sup>th</sup> day of every month. The wages will be paid to the worker 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 bill.
11. Thereafter, the contractor will submit the bill in triplicate in respect of a particular month in the first week of 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 Data Entry Operators 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 bill preferred by the contractor.
13. It is obligatory on the contractor to provide details of deductions made towards EPF, ESI and service tax in respect of each worker, each month with the bill along with the requisite proofs. The challans, especially of Ministry of Urban Development, for the payment to the Government agencies in respect of deductions made in respect of each contracted worker is also required to be enclosed along with the monthly bills.
14. There is no master & servant relationship between the employees of the Contractor and this office 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 Ministry of Urban Development during the currency or after expiry of the contract, as responsibility of work in respect of daily wage contractual outsourced workers is different from that of regular employees of the Ministry.
16. No wage/remuneration will be paid to any Data Entry Operators for the days of absence from duty.

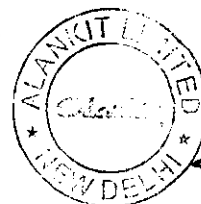
  
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17. The contractor's workers shall not claim any benefit/compensation/absorption/regularization of services from Ministry of Urban Development under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the workers to this effect shall be required to be submitted by the contractor to the Ministry of Urban Development.
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 and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of Ministry of Urban Development. The Contractor shall be responsible for any act of indiscipline on the part of the worker deployed by him.
20. The workers deputed shall not interfere with the duties of the employees of Ministry of Urban Development.
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 of Urban Development because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this 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 contractual Manpower shall wear formal dress to maintain office decorum.
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 the competent authority/ authorized representative of the Ministry of Urban development regarding the disbursement / payment of the wages of the workers on 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 against such worker(s), including his/her/their removal from the work, if required by Ministry of Urban Development 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 Ministry of Urban Development 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 Directorate of Estates will not be responsible. In case of repeated failure, the Ministry of Urban Development may terminate the contract besides taking other legal action.

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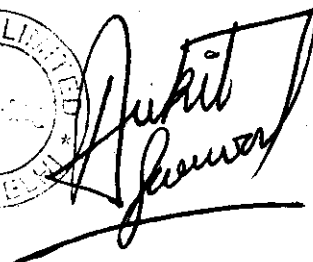


*[Handwritten Signature]*  
Director

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 Ministry of Urban Development.
31. The Contractor shall be contactable at all times and messages sent by phone/e-mail/Fax/Special Messenger from Ministry of Urban Development to him/her shall be acknowledged, immediately on receipt on the same day. The Contractor shall strictly observe the instructions issued by Ministry of Urban Development in implementing the Contract from time to time.
32. Ministry of Urban Development 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 equipment 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 Ministry of Urban Development 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 Ministry of Urban Development for the same. The contractor shall keep Ministry of Urban Development 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 of 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 Urban Development 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 Ministry of Urban Development 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 Ministry of Urban Development.
39. In case, the Contractor fails to comply with any Statutory/taxation liability under appropriate law, and as a result thereof Ministry of Urban Development is put to loss/obligation, monetary or otherwise, the Ministry of Urban Development 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.

  
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41. In case of breach of any terms and conditions attached to this contract including tender documents, the PSD of the Contractor will be liable to be forfeited by Ministry of Urban Development besides annulment of the contract.
42. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax, 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 Ministry of Urban Development.
43. Settlement of disputes will be as per Indian Arbitration and Conciliation Act, 1996 and venue will be the Ministry of Urban Development, Nirman Bhawan, New Delhi.
44. The contractor shall comply with all other conditions mentioned in the NIT, which are not listed in this agreement.

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

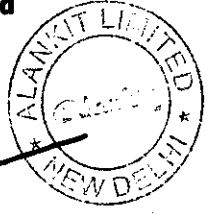
For M/o Urban Development

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शहरी विकास मंत्रालय  
Ministry of Urban Development  
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Govt. of India, New Delhi

(FIRST PARTY)

For M/s Alankit Limited

  
(SECOND PARTY)

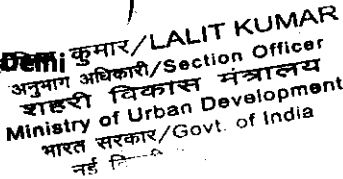


Witness 1: 

Witness 1: 

Witness 2: 

Witness 2: 

Place: New Delhi   
कुमार / LALIT KUMAR  
अनुभाग अधिकारी / Section Officer  
शहरी विकास मंत्रालय  
Ministry of Urban Development  
भारत सरकार / Govt. of India  
नई दिल्ली

Place: New Delhi