

F No. A-12024/1/2014-Admin-IV  
Ministry of Urban Development  
Govt. of India  
Room-219C, Nirman Bhawan, 'C' Wing, New Delhi-110011  
\*\*\*\*\*

7<sup>th</sup> July 2015

To,

M/s Sharma Enterprises  
Regd. Office : 71, Dada Jhakhede Mandir Area,  
VPO Kair, Najafgarh  
New Delhi – 110043

(Kind Attention Ms. Pooja Sharma)

**Subject: Award of contract for providing services of 15 Data Entry Operators in Ministry of Urban Development for a period of six months**

Madam,

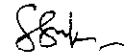
I am directed to refer to this Ministry's letter of even number dated 15.06.2015 on the subject mentioned above and your letter no. SE/UD/01/2015 no. 17.06.2015 accepting the contract for providing services of 15 DEOs and to forward a copy of Agreement duly signed by the Ministry.

2. Out of the Candidates sent by you for the post of DEOs, 15 candidates, as per list attached, who met the requirement of DEO have been selected. It is requested that the selected candidates may be directed to report to the Ministry at the earliest along with the supporting documents like Verification of Antecedent by Police, Medical Fitness Certificate, Character Certificate from a Gazetted Officer, Educational Qualification Certificate and proof of Date of birth.

3. You are further requested to deposit Performance Security of Rs.70,000/- (Rupees Seventy Thousand only) with the Ministry as stipulated in the terms and conditions of the Agreement.

Encl: As above

Yours faithfully,




(S K Gupta)

Under Secretary (Admin)  
Phone no. 23061426

To,

1. NIC, M/o UD for uploading the same on the website



(Lalit Kumar)  
Section Officer

Received  
SK  
7/7/2015

Reimbursed by  
Pooja Sharma  
07/07/15



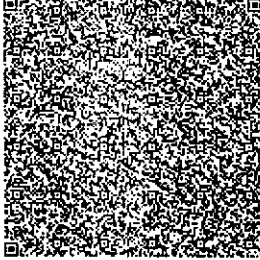
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL18409224733297N  
 Certificate Issued Date : 21-Jun-2015 05:45 PM  
 Account Reference : IMPACC (IV)/ dl847503/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL84750333851533509760N  
 Purchased by : SHARMA ENTERPRISES  
 Description of Document : Article 5 General Agreement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : SHARMA ENTERPRISES  
 Second Party : Not Applicable  
 Stamp Duty Paid By : SHARMA ENTERPRISES  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



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

Open Tender No. A-12024/1/2014-Admn.IV

**ANNEXURE-V**

### AGREEMENT

This Agreement for supply of manpower (DEOs) is made and entered into at New Delhi on the day of 22<sup>nd</sup> July, 2015 between Ministry of Urban Development, Government of India, having its office at Nirman Bhawan, New Delhi-110 011, hereinafter referred to as Ministry which expression shall include executors, assigns, legal representatives, heirs, etc on the ONE PART.

For SHARMA ENTERPRISES

Proprietor

संजय कुमार गुप्ता  
SANJAY KUMAR GUPTA  
अवर सचिव / Under Secretary  
शहरी विकास मंत्रालय  
Ministry of Urban Development  
नई दिल्ली  
Government of India

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shciestamp.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 SHARMA ENTERPRISES having its registered office at 71, Dada Jhakhede Mandir Area, Kair, Najafgarh, New Delhi-43 and Branch office at 302, 3<sup>rd</sup> Floor, Bhanu Complex, Near East Metro Station, Janak Puri, New Delhi, hereinafter referred to as the Contractor, which expression shall include executors, nominees, successors, assigns, etc on the OTHER PART.


Whereas the Ministry invited 'on-line' bids through e-tendering process on Government of India, Central Public e-Procurement (CPP) Portal for supply of Daily Wage DEOs in the Ministry of Urban Development.

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

1. The contract shall commence from the date of entering into agreement and continue for a period of six months. The period of the contract may be further extended for a period of another six months after the completion of contract provided the requirement of the Ministry for augmenting its present manpower persists at the time or 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 selected service provider.
2. The contract shall automatically expire after six months from commencement of the contract unless extended further by the mutual consent of the Ministry and the Contractor.
3. The contract may be extended on the same terms and conditions or with some addition/deletion/ modification and on the basis of satisfactory performance, for a further period of six months.
4. 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 Ministry.
5. The contracting Manpower Company/Firm/Agency/Contractor will be bound by the details furnished by him/her to the Ministry, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her are 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.
6. 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.
7. The contractor shall ensure that the manpower deployed in the Ministry of Urban Development, Nirman Bhawan, New Delhi conforms to the technical specifications of age, qualification, medical fitness, language skills, conduct, antecedents.
8. The manpower employed 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.
9. The contractor shall furnish the following documents in respect of the individual contract DEO who will be deployed by it in this Ministry before commencement of work:

For SHARMA ENTERPRISES

  
Proprietor

  
SANJAY KUMAR GUPTA  
अवर सचिव / Under Secretary  
राष्ट्रीय शहरी विकास विभाग  
Ministry of Urban Development  
भारत सरकार, नई दिल्ली  
Government of India, New Delhi


- (a) List of DEOs 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.
  - (b) Bio- data of the DEOs.
  - (c) Character Certificate from a Gazetted officer of the Central/State Government.
  - (d) Certification of verification of antecedents of DEOs by local police authority.
  - (e) Medical Fitness certificate issued by Doctor to the effect the DEO is fit to join duty.
  - (f) Identity Cards issued to the DEO bearing his Photographs duly sealed and signed by the contractor.
10. The DEOs 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 DEOs before their deployment for the purpose. The character and antecedents of each DEO will be got verified by the contractor, before their deployment, through the local police. Proofs in respect of each DEO 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 DEO 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 DEOs deployed are medically fit. The contractor shall withdraw such DEOs who are not found suitable by the office for any reasons immediately on receipt of such a request from this Ministry.
  11. 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.
  12. The contractor shall deploy necessary DEOs as required by this Ministry from time to time. The said DEOs 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 salary should be paid in bank accounts of the respective DEOs
  13. 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.
  14. Payments of wages to the daily wage DEO 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.
  15. It is obligatory on the contractor to provide details of deductions made towards EPF, ESI and service tax in respect of each DEO, each month with the bill alongwith the requisite proofs. The challans, especially of this Ministry, for the payment to the Government agencies in respect of deductions made in respect of each contracted DEO is also required to be enclosed alongwith the monthly bills.
  16. There is no master & servant relationship between the employees of the Contractor and this Ministry and further the deployed contract DEOs of the contractor shall not claim any absorption or counting of past service for any purpose.
  17. The DEOs 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.
  18. Wages shall be paid on monthly basis provided that the absence of DEOs is not more than two days. If the period of absence of the DEO/DEOs is more than 2 days, then the wage/remuneration will be paid to him/ her /them on per day basis.


For Secretary

*[Handwritten Signature]*

*[Handwritten Signature]*  
 SANJAY KUMAR GUPTA  
 Under Secretary  
 Ministry of Urban Development  
 Government of India

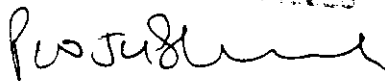
19. The contractor's DEOs shall not claim any benefit/compensation/absorption/ regularization of services from this Ministry under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the DEOs to this effect shall be required to be submitted by the contractor to this Ministry.
20. The contractor's DEOs 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.
21. The contractor's DEOs should be polite, cordial, positive, decent and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this Ministry. The Contractor shall be responsible for any act of indiscipline on the part of the DEO deployed by him.
22. That the DEOs deputed shall not interfere with the duties of the employees of this Ministry.
23. The contractor will have to remove from the office, any debarred DEOs, 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 DEO(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.
24. The Contractor shall ensure proper conduct of his/ DEOs in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
25. The transportation, food, medical and other statutory requirements in respect of each DEO shall be borne by the Contractor.
26. That the Contractor shall be responsible for payment of wages to each DEO employed by him as Contract DEOs and such wages shall be paid before expiry of such period as may be prescribed.
27. 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 of Delhi, from time to time and all relevant statutory requirements must be incorporated in the amount to be paid to each DEO.
28. In case, the DEO(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 DEO(s), including his/her/their removal from the work, if required by the Ministry within 3 days of being brought to their notice.
29. 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.
30. The Contractor shall immediately provide a substitute in the event of any DEO 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.

For and on behalf of the Contractor  
  
 For

  
 संजय कुमार गुप्ता  
 SANJAY KUMAR GUPTA  
 Under Secretary  
 शहरी विकास विभाग  
 Ministry of Urban Development  
 भारत सरकार, दिल्ली  
 Government of India, New Delhi

31. The Contractor will provide the required number of DEOs for a shorter period also, in case of any exigencies, as per the requirement of this Ministry.
32. 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.
33. This Ministry shall not be liable for any loss, damage, theft, burglary or robbery of belongings, equipment or vehicles of the deployed DEOs.
34. 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 DEOs, etc. If this Ministry suffers any loss or damage on account of negligence, defaults or theft on the part of the DEOs 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.
35. That on the expiry of the agreement as mentioned above, the contractor will withdraw all its contract DEOs 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 DEOs of the contractor, it shall be the entire responsibility of the contractor to pay and settle the same.
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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 DEO will be recovered from any payments due to the contractor.
42. 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.
43. 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 this Ministry.

For Signature



Proprietor

884  
संजय कुमार गुप्ता  
SANJAY KUMAR GUPTA  
अवर सचिव/Under Secretary  
शहरी विकास विभाग  
Ministry of Urban Development  
भारत सरकार, नई दिल्ली  
Government of India, New Delhi

44. The Ministry of Urban Development may ask the documentary evidence in respect of payment of statutory liabilities as and when required.
45. 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.
46. The contracting Manpower Company/Firm/Agency/Contractor shall follow a formal dress code in respect of manpower supplied to this Ministry.
47. The contractor shall comply with all other conditions mentioned in the NIT, which are not listed in this agreement.

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

For Ministry of Urban Development

For M/s SHARMA ENTERPRISES  
For SHARMA ENTERPRISES



(FIRST PARTY) संजय कुमार गुप्ता  
SANJAY KUMAR GUPTA  
अवर सचिव / Under Secretary  
शहरी विकास विभाग  
Ministry of Urban Development  
भारत सरकार, नई दिल्ली  
Government of India

(SECOND PARTY) Proprietor

Witness

Witness

Place: New Delhi



Om Sai Ram

Mob.: 9891746519  
9810673576  
9582025717  
9891159772

# M/s. SHARMA ENTERPRISES (Regd.)

Regd. Office : 71, Dada jhakde Mandir Area, Kair, Najafgarh, New Delhi-110043

Ref.: SE/UD/01/2015

Dated: 17/06/2015

To

The Under Secretary(Admin),  
Govt. of India, Department of Urban Development,  
Ministry of Urban Development,  
Room No. 209C, Nirman Bhawan,  
New Delhi-110011

Sub.: Acceptance of contract for providing services of 15 Data Entry Operator on contact basis-reg.

Sir,

This is reference to your letter No. A-12024/1/2014-Admin-IV dated 15.06.2015 regarding contract for providing Data Entry Operators to the Department of Urban Development on contact basis.

We hereby accept offer of contract for providing services of Data Entry Operators to the Department of Urban Development, Ministry of Urban Development, Govt. of India, Nirman Bhawan, New Delhi as per the terms and conditions stipulated in tender notice dated 07.04.2015 and draft agreement.

Yours sincerely

For SHARMA ENTERPRISES

  
(For SHARMA ENTERPRISES)  
Proprietor  
Prop.

Ms. Rishabh  
24/6