



सत्यमेव जयते

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Certificate Issued Date : 29-Sep-2020 02:45 PM
Account Reference : IMPACC (IV)/ dl946503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL94650380125519143061S
Purchased by : ICSIL
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : PUBLIC GRIEVANCES COMMISSION
Second Party : ICSIL
Stamp Duty Paid By : ICSIL
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AGREEMENT

This Agreement is made at Delhi on this 20/10/2020

BETWEEN

O/o. Public Grievance Commission, (PGC) Govt. of NCT of Delhi (here in after referred as First Party), THROUGH **Shri Sumanta Chakroborty, Deputy Secretary(CT), (PGC)** having its office at **M-Bock, Vikas Bhawan, I.P. Estate, New Delhi-110110**

AND

M/s. Intelligent Communication Systems India Ltd., (here in after referred as Second Party), THROUGH **Ms. Deepti Gupta Manager(Legal)** duly authorized by the Managing Director, having its office at **Administrative Building , Okhla Industrial Estate, Phase-III, New Delhi-110 020**

Expressions "**First Party**" & "**Second Party**" shall include their respective successors and permitted assigns etc.

WHEREAS the First Party has awarded the work for providing **one Assistant Programmer-B and 04 Data Entry Operators** to be deployed in its Department on full time, on contract (Outsourced) basis, for a limited period of w.e.f **02-04-2020 to 31-03-2021.**

AND WHERE AS the Second Party offered its services for providing the requisite manpower to the First Party for the required work which has been accepted by the First Party, subject to terms and conditions mentioned below.

NOW THEREFORE this agreement witnesseth as follows:

1. This agreement shall be effective from the date of deployment of the personnel / manpower i.e. from **02-04-2020 to 31-03-2021.**

The First Party shall pay to the Second Party as per the rates approved by the First Party vide its **Work order No. F.3(65)/98/PGC/CT/3911 dated 24-08-2020.**

2. The First Party shall pay to the Second Party as per the rates approved by the First Party. The First Party shall also pay to the Second Party for the personnel coming under labor act, salaries at least as per the minimum wages notified by GNCT of Delhi and revised from time to time. The First Party shall pay service charges to Second Party @10% on the wages payable to contract personnel. Goods and service Tax and other statutory compliances shall be paid by First Party to Second Party as applicable and is subject to revision as per Govt. notification from time to time. The tax deductions shall be done as per statutory requirements by the Second Party.



3. As per Circular No.F.1(9)/Fin (MISC)/Exp.V/2015/DSV/839 dated 09/08/2016 of Finance (Expenditure V) Department, Delhi Secretariat, an advance of 1 ½ months (One and a half months) equivalent wages payable to Second Party, for Outsourced Personnel, by the First Party, well before bills are raised.

4. The taxes or any other government levies as applicable on services are as per Annexure-I

TERMS & CONDITIONS:

The personnel deployed under Labour Act shall be given salary at least as per the minimum Wages notified by the GNCT of Delhi or as recommended by the First Party and revised from the time to time.

The personnel of all categories coming under minimum wages act, deployed through Second Party must also be paid EPF, ESIC benefits by First Party, as applicable from time to time. Bonus, Gratuity, Maternity Benefits, as well as any other such benefits / allowances shall be given by the Second Party to the personnel subject to the amount received from the First Party.

Salaries for personnel who are not covered under defined labour wages shall also be given similar proportionate increase in salary as and when revised for the other staff covered under Minimum Wages Act of the labour department. The above said benefits shall be released to the personnel by the Second Party, subject to payment received from the First Party. Second Party shall raise bill against the above said benefits / allowances to First Party inclusive of service charges of Second Party applicable on all payments received from First Party.

*Goods and Service Tax shall be charged as per the notification issued by Govt. of India/GNCT of Delhi from time to time.

5. The billing cycle by the Second Party shall be from 1st of every month to Last working day of the same month. First Party shall send attendance records to Second Party, latest by 3rd of every month and thereafter Second Party shall submit invoices to the First Party within next 2 working days. The payment of previous month shall be made by First Party to Second Party by last working day of every month. Second Party shall release payment to the personnel within first seven working days of every month by direct transfer to the bank account of each worker subject to receipt of payment of previous month from the First Party.

6. All statutory compliances of labour laws i.e. compliance of the terms of the Minimum Wages Act, Workman Compensation Act, Payment of Gratuity Act/ Bonus Act, Maternity Benefit Act etc., in respect of personnel of the Second Party working for the First Party shall be the responsibility of the Second Party, subject to receipt of the same from the First Party in compliance of the terms of the provisions of the said Acts, Rules and Regulations in force, from time to time. Payments i.e wages, EPF, ESIC, contribution etc. to the personnel of the Second Party, shall be made from the timely payment received from the First Party as mentioned above. Any delay in payment by First Party inviting any legal action by the personnel leading to imposition of interest, penalty and legal cost shall be borne by the First Party. The First Party shall make available the attendance record of personnel of the Second Party as and when asked by the Second Party for the purpose of calculations with respect to disbursement of salary and other benefits to the personnel deployed by the second party.



7. The Second Party shall provide the required personnel to the First Party at the locations in Delhi. The personnel of the Second Party required to be deployed by the First Party shall be for fulltime. The nature of duties of such personnel will be notified by First Party to the Second Party 15 days in advance, enabling the Second Party to arrange the requisite manpower. If any of the deputed personnel leaves Second Party during the course of the contract duration or is removed by Second Party, Second Party will provide replacement of that personnel within 30 working days. It is expressly agreed by First Party that Second Party shall have an absolute and exclusive right to replace / transfer, at any juncture of period of term of this agreement, any of the personnel so deputed for working for First Party. A representative of First Party may be a part of selection board for the recruitment of any new employee, if so required by Second Party.

8. The Second Party shall provide details with regard to personnel to be deployed for First Party, like proof of age, residence address (permanent/temporary) educational and professional qualifications complete and correct KYC details, Aadhar Card, Voter ID Card, PAN Card, Bank Account Details etc, supported by credentials to the First Party as and when asked by the First Party. The Second Party will submit duly verified documents (viz;) of new employee to the First Party before his/her joining.

9. Aforesaid personnel so deployed with First Party shall be replaced by Second Party on written request of First Party if their performance is not found satisfactory by the First Party, for the reasons conveyed in writing. The decision of the First Party in this regard shall be final & binding on the Second Party.

10. The number of personnel so deployed can be increased or decreased as per the requirement of the First Party. However, none of these persons should be removed before one year except in case of termination of the contract and if removed so, Second Party shall substitute personnel with a new one within 30 days from the date of receipt of intimation of such removal of such personnel.

11. First Party reserves the right to assign any additional duty to the personnel so deployed by the Second Party as and when required.

12. Aforesaid personnel so deployed by the Second Party shall have no right or claim for appointment either with First Party or with the Second Party.

13. The initial terms of the contract shall be for a period of up to **31-03-2021**. If however, the First Party is of the opinion that at any stage during the current financial year **2020-21** as the service of the Second Party is not satisfactory for any reason conveyed in writing, or that the Second Party commits breach of any term of this agreement as conveyed in writing, the First Party shall first give notice in writing to the Second Party asking the Second Party to rectify the performance/ breach and if the same is not complied within 30 days of the receipt of notice by the Second Party, First Party shall be entitled to terminate the present agreement. First Party after the written consent of Second Party may extend the period of contract.

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20/10/2020

14. First Party & Second Party may work out a mechanism to ensure that First Party is getting the required services from Second Party. First Party will nominate an officer for coordinating the services provided by Second Party and the personnel provided by Second Party for carrying out the assigned job. Second Party shall report to and seek instructions from the officer/ officers of First Party, nominated for all technical support.

15. That during the office working hours of First Party, in case of any mishappening/accident causing injury to or death of the personnel so deputed by Second Party for First Party, the same shall be covered under the ESIC Act or as per applicable Law.

16. That during the office working hours of First Party, in case of any personnel deputed by Second Party for FIRST PARTY does commit any unlawful act, whatsoever or any misconduct etc; in such eventuality, FIRST PARTY shall have the right to take departmental/administrative action as well as the legal action against any such personnel as per the conduct rules of the Department.

17. On all aspects where the above articles of the agreement are silent or for special cases of deviation from these articles, the decision mutually agreed to by both the parties as per law of natural justice shall be final. However, all disputes or difference of any kind whatsoever arising out of or in connection with the contract or the carrying out the work, whether during the progress of the work or after the completion and whether before or after the termination, abandonment or breach of the contract shall be referred to arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996 as amended up date. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by the FIRST PARTY, a second arbitrator appointed by the Second Party and a third arbitrator to be appointed by such arbitrators. The place of arbitration shall be at New Delhi. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the [Indian] Arbitration and Conciliation Act, 1996 shall apply.

18. Wherever required, the Furniture and equipment/ stationery including paper, register, eraser, pen, pencil etc. shall be provided by the FIRST PARTY to the contractual employees in the office. Basic amenities will also be provided by the FIRST PARTY to the contractual employees. Leaves shall be issued as per the guidelines by the FIRST PARTY.

19. The personnel so deputed by the Second Party shall maintain the secrecy and confidentiality of the work of the FIRST PARTY and they shall perform the work assigned to them by FIRST PARTY with due diligence and integrity. Second Party will ensure that no information about the software, hardware, databases and the policies of FIRST PARTY is leaked out or passed on to any outside party, in electronic form or any other form.

20. The Second Party shall not engage any sub-contractor or, transfer the contract to any other person without the prior written permission of the FIRST PARTY.



21. The Second Party shall get itself registered with the concerned authority of Labour Department of Govt. of NCT of Delhi under Contract Labour Act, 1980 and Delhi Works Contract Act, if so required. For this, the FIRST PARTY shall give Form 5 to the Second Party.
22. Second Party shall provide the Police Verification Report of all the new workers deployed with the First Party within 8 weeks of their deployment.
23. The Second Party shall instruct all the workers deployed by it at the premises of the First Party that they shall maintain complete honesty and discipline in their work. They shall be kind, polite, respectful and compassionate to all their colleagues, superiors and towards all stake-holders of the First Party.
24. The workers deployed by the Second Party could be posted at any of the branches of the First Party, as considered best for the functional needs of the First Party. No extra allowances shall be paid for performing duty.
25. The Second Party shall instruct all the workers deployed by it at the premises of the First Party that they shall not consume any kind of intoxicant like alcohol, tobacco, banned drugs etc in any form and shall ensure the same for the public/visitors visiting the premises of the First Party. The workers shall maintain cleanliness at the work and observe all other laws of the land as expected from any responsible citizen of the nation. The workers themselves shall be responsible for any kind of misconduct or unlawful activity on their part and they shall be dealt with accordingly as per the law.
26. The Second Party shall instruct all the workers deployed by it at the premises of the First Party that they shall not resort to any kind of union activity, strike, demonstration, protest, damage/harm to any person or property, disruption in services of the business of the First Party, approach Press/Media or malign the reputation of the First Party in any manner whatsoever. In case of any grievance by any of the workers at any stage, they shall discuss the same with their immediate superior or **PGC** Coordinator for ICSIL or the **Public Grievance Commission, (PGC)** for resolution of the same amicably.
27. In case of any dispute, Court at Delhi/New Delhi shall have the jurisdiction, however arbitration proceedings shall be held prior to moving the court of law in order to resolve the issues amicably.



28.- FORCE MAJEURE

If at any time, during the term of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosion, epidemics quarantine restriction, strikes, lockouts or acts of God(hereinafter referred to as events) provided notice of happening of any such eventuality is duly endorsed by the appropriate authorities under FIRST PARTY is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measure taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor non-performance or delay in performance, and services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the services as to whether they have to resume or not shall be final and conclusive, provided further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the FIRST PARTY may at its option, terminate the contact.

IN WITNESS THEREOF, the parties have entered into this agreement as on the date above written.

For Public Grievance Commission, (PGC)

First Party

S. K. Chakraborty

Signature

Name:

Designation:

Company Seal

For ICSIL

Second Party

Signature

20/10/2020

Name *DEEPTI GUPTA*

Designation *Manager (Legal)*

Company Seal

