

Shastri Bhawan, New Delhi.
Dated : - 6 FEB 2023

Contract Document

The agreement is made and executed at New Delhi on this 6th day of February 2023
Between

The President of India acting through Shri S.K. Makkar, Deputy Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India having its office at 4th Floor, Shastri Bhawan, New Delhi (hereinafter referred to as "Department", which expression hereof includes its successors, administrator and assigns) of the FIRST PART.

AND

M/s Silver Touch Technologies Limited, a company registered under the Companies Act, 2013 having its Registered Office First Floor, Rishyamook Building, 85-A, Panchkuian Road, New Delhi-110001 (herein after referred to as "Agency", which expression here of includes its successors, administrators and assigns) herein represented through its authorized representative and lawful attorney, Shri Sanjay Roy, Branch Manager, M/s Silver Touch Technologies Limited of the SECOND PART

The Competent Authority of Department of Legal Affairs has decided to enter into a direct contract with SECOND PART for providing manpower for (i) development and implementation of Legal Information Management & Briefing System (LIMBS), a web based application developed by this Department for digital monitoring of court cases; (ii) implementation of National Data Sharing Accessibility Policy, eOffice, eHRMS, SPARROW etc.; (iii) Re-designing and Maintenance of website of the Ministry/Department and (iv) Monitoring Network/Cyber Security Activities of the Department. The present requirement of manpower, number of months, unit rate per month, period of deployment is given at Annexure-I attached. The requirement of manpower is subject to downward or upward revision.


Terms and Conditions :

1. VALIDITY OF CONTRACT PERIOD

- 1.1 The contract will commence from 01.01.2023 and will be valid upto 31.12.2025. It may be extended for a further period depending upon the need of manpower and performance of the agency and the incumbents as well with mutual consent.
- 1.2 The rates finalized shall remain valid during contract/extended contract.
- 1.3 An upward revision of 5% in the finalized rates will be admissible every year in January during the period of contract/extended contract.

2. DEPLOYMENT OF MANPOWER

- 2.1 The services of manpower are to be provided at the Main Secretariat at New Delhi of the Department. The contact person is Shri S.K. Makkar, Deputy Secretary (23381116, sk.makkar@nic.in) and Ms. Madhu Bala Soni, Under Secretary (23380015, madhubala.soni@nic.in).


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Silver Touch Technologies Ltd.
Sanjay Roy

- 2.2 The manpower should be deployed by the Agency with proper verification, as per the requisite eligibility criteria and also as per the skill set required by the Department.
- 2.3 For the manpower deployed, the Agency will keep with them their Aadhar number, PAN number, present and permanent address, educational and professional qualification details, character verification certificate, specimen signature and two passport size photographs and furnish these details to the Department as and when required. Only character verified resources would be deployed and it will be the responsibility of the Agency to verify the details of its manpower deployed.
- 2.4 Joining/Leaving information of the deployed/hired manpower will be conveyed to the Agency by the Department for disbursing their wages.
- 2.5 The Agency has to immediately provide the replacement of the deployed manpower if the Department is not satisfied with their performance or whenever the manpower leaves in between before the expiry of the term.
- 2.6 It is the binding duty of the Agency to regularly pay (before 10th of every month), the deployed manpower their entitlements like monthly salaries/wages as per Labour Laws. The Department does not expect any employee related complaints to escalate. A penalty of 1% of agency's billed value shall be applicable for the month in which such instance is brought to the notice of the Department.
- 2.7 It is the binding duty of the Agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages and the documentary proof of the salary paid may be submitted to the Department for processing of the bills.

3. INVOICING AND PAYMENT :

- 3.1 A pre-receipted bill (in triplicate having details of concerned reference number, date and name of the project of Department) has to be submitted on monthly basis in the name of "Deputy Secretary (Admn.IV), Department of Legal Affairs at Room No.413C, A Wing, Shastri Bhavan, New Delhi by the 5th day of the succeeding month along with individual's Monthly Performance Report(s) by the Department and other necessary documents like receipt for deposit of applicable taxes etc. Payment will be made within 30 days of submission of the Bill along with all the completed documents.
- 3.2 In case any tax liability comes on the Department because of the late submission of bills by the Agency, the same will be recovered from the Agency.
- 3.3 All the payments to the Agency will be subject to deduction of any amount for which the Agency is liable under the contract and subject to deduction of Tax Deduction at Source (TDS) as per the Income Tax Act, 1961 and any other taxes, if any as per the Government of India rules.
- 3.4 All the payment will be made through RTGS/NEFT only.
- 3.5 The payment to the Agency will be made on monthly basis depending upon the actual duration of the support services rendered at the Department, after availing service.

4. SECURITY DEPOSIT

- 4.1 The Agency shall submit security deposit of Rs.10,00,000/- (Rupees Ten Lakh only) initially for first year with an increase of Rs.1,00,000/- each year in subsequent years. Security


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Deposit will be in form of Bank Guarantee of any Nationalized / Scheduled / Centralized Bank drawn in the name of Department of Legal Affairs, New Delhi.


- 4.2 The Department will have the right to forfeit the security deposit if the Agency fails to meet the terms and conditions or perform any other obligation under the contract.
- 4.3 The Agency shall be required to submit Security Deposit within 30 days of the issuance of award of contract letter by the Department.
- 4.4 The Security Deposit should remain valid for an additional period 90 (ninety) days beyond the period of contract.

5. PENALTY CLAUSE

- 5.1 Any delay, not condoned by the Department, on the part of the Agency in the performance of its contract shall attract penalty. The Agency shall be liable to pay penalty charges @1% per day of the total value.
- 5.2 For three successive recurrences of default related to contract for reasons attributable to the Agency, the Department would be free to forfeit the Performance Bank Guarantee received and/or termination of the contract provided the Agency fails to remedy such default inspite of 30 days written notice from the Department to cure such default. The cancellation charges @ 10% of the contract will be applicable, which will be realized from the pending payments of the agency or from the security deposit or by raising claims.
- 5.3 The Agency shall be paid Administrative Margin @ 6.5% on the monthly unit rate. Hence, the Agency will not charge Administrative Margin from the resources deployed with the Department from the payment to be made to them failing which the contract is liable to be terminated, security deposit forfeited and the Agency will be blacklisted if, at any stage, reports are received that the Agency has over-charged/charged the manpower on any account.
- 5.4 Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced immediately.
- 5.5 The Department will not make any payment for the duration when the required services are not rendered by the Agency and in case no substitute has been deployed, the penalty equivalent to 2 times of the per day cost of hired services (for the next 10 days) shall be deducted from the respective monthly bill of the agency if the replacement has not been made within 2 working days. In case no replacement of the resource is made even after 10 days of his/her leaving; the contract will be automatically treated as restricted for the period equal to actual period of services rendered by the leaving resource.

6. GENERAL CONDITIONS :

- 6.1 Working hours would be normally from 9.00 AM to 5.30 PM during working days including ½ an hour lunch break in between. However, in exigencies of work they may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted holidays, if required. No extra TA/DA or remuneration shall be payable for the same. The workers shall have to mark their attendance in Aadhar enabled Biometric Attendance System (AEBAS) maintained by the Department, on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates. The workers shall be entitled for one leave per month i.e. 12 leaves in a calendar year and which can't be carried forward to the next year.


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- 6.2 The Agency shall furnish a list of the workers deployed along with their full names, father/husband's name, date of birth, full residential address (present and permanent), contact no. etc. along with Aadhar details.
- 6.3 The Agency will also ensure that workers deployed in this Department are medically fit and keep record of their medical fitness. The Agency shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of any complaint. The copies of medical fitness certificates of the workers, who are to be deployed in this Department, shall be submitted by the Agency to this Department.
- 6.4 The Agency shall engage necessary number of persons as required by this Department from time to time. The said persons engaged by the Agency shall be the employees of the Agency. There is no master and servant or employer and employee relationship between the employees of the Agency and this Department. The said persons of the Agency shall not claim any employment, engagement or absorption in Department of Legal Affairs, in future.
- 6.5 The Agency's resource persons shall not claim any benefit / compensation / absorption / regularization of service from/in this Department under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the Agency to this Department.
- 6.6 The Agency's resource person shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, and administrative/organizational matters as all are confidential/secret in nature. The Agency or his resource persons shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 6.7 The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Department.
- 6.8 The Agency's resource persons should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this Department. The Agency shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work. The Agency shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 6.9 The Department may require the Agency to dismiss or remove from the site of the work any person or persons employed by the Agency who may be incompetent or for his/her/their misconduct and the Agency shall forthwith comply with such requirements. The Agency shall replace immediately any of its personnel if they are unacceptable to this Department because of security risk, incompetency, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this Department.
- 6.10 The Agency has to provide photo identity card to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- 6.12 The transportation, food, medical and other statutory requirements in respect of each personnel of the Agency shall be responsibility of the Agency and the Department shall not be liable or responsible on any of these accounts towards any personnel of the Agency.


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- 6.13 For the purpose of meetings/training outside place of Duty, the resource persons shall be entitled for travelling/boarding/lodging facilities, as equivalent to officials belonging to Level 6 in CCS (Revised Pay) Rules, 2016.
- 6.14 The Agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, Maternity Benefit Act, 1961 (along with amendments) etc. and this Department shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will require to provide particulars of EPF, Group Insurance of its employees engaged in this Department.
- 6.15 The Agency shall make payment of remuneration/wages to its personnel before 5th of every month by RTGS/ECS directly in the Bank Accounts of the deployed personnel with the Department. After making the payment, the Agency shall raise the bill to the Department for payment of the settled amount. They will submit to the Department a copy of the bank statement showing details of payment made in the Bank Accounts of the personnel along with vouchers duly signed by the workers for each month alongwith copy of challans for submission of EPF and ESI contribution. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.
- 6.16 Payment to the Agency would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the Agency.
- 6.17 No wages/remuneration will be paid to any staff for the days of absence from duty.
- 6.18 The Agency will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this Department.
- 6.19 The Agency shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
- 6.19 The Agency shall be contactable at all times and messages sent by phone/email/fax/Special Messenger from this Department to the Agency shall be acknowledged immediately on receipt on the same day. The Agency shall strictly observe the instructions issued by this Department in fulfilment of the contract from time to time.
- 6.20 This Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Agency.
- 6.21 That the Agency on its part and through its own resources shall ensure that the goods, material and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff. If this Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/agent of the agency, then the agency shall be liable to reimburse to this Department for the same. The agency shall keep this Department fully indemnified against any such loss or damage.
- 6.22 The agreement will be valid for an initial period of three years commencing from 01.01.2023 and shall continue to be in force in the same manner unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for the period of contract and no request for

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any change/modification shall be entertained before expiry of the contract. Any statutory increase in wages/DA etc. during this period is to be absorbed by the Agency. The contract/agreement is extendable on yearly basis subject to satisfactory performance of the agency & the incumbents as well and such amendments as mutually agreed to.

- 6.23 The Agency shall not assign, transfer, pledge or sub-contract the performance of service without the prior consent of this Department.
- 6.24 The contract can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. any amount due to the agency from this Department shall be forfeited by this Department.
- 6.25 That on the expiry of the agreement, as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.
- 6.26 (i) In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties." The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- (ii) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals the day, month and year first above written.

For and on behalf of
President of India

Signed by:

Name : S.K. Makkar

Designation : Deputy Secretary to Government of India

Date: 6 FEB 2023

Place: New Delhi

Witnessed by:

1. Preeti Wadhwa (PREETI WADHWA SO)
2. Vinod Kumar (VINOD KUMAR ASO)

For and on behalf of
M/s Silver Touch Technologies Ltd.

Signed by authorized representative

Name : Sanjay Roy

Designation: Branch Manager

Date: 6 FEB 2023

Place: New Delhi

Witnessed by:

1. Ankit Sinha (ANKIT SINHA)
 2. Komal (KOMAL)
- 27/02/2023

Details of Manpower required

S. No.	Description of the manpower	No. of units (A)	No. of months	Period of deployment	Unit Rate per month excluding taxes Rs. (B)	Administrative Margin @ 6.5% (C)	Monthly unit price Total Amount in Rs. (D) A*(B+C)=D excluding taxes (Rs.)
1.	Senior Software Developer (with PHP technology)	1	36	01.01.2023 to 31.12.2025	1,10,000	7,150	1,17,150
2.	Network Support Engineer for Network/Cyber Security	1	36	01.01.2023 to 31.12.2025	1,10,000	7,150	1,17,150
2.	Senior Software Developer / Trainer	5	36	01.01.2023 to 31.12.2025	80,000	5,200	4,26,000
							6,60,300
					GST @ 18%		1,18,854
					Monthly expenditure (including taxes)		7,79,154


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