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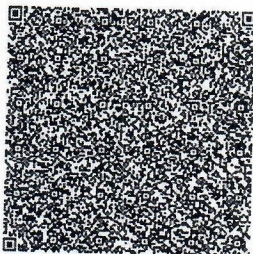
INDIA NON JUDICIAL

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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL45640645101522P
Certificate Issued Date	: 26-Oct-2017 12:55 PM
Account Reference	: IMPACC (IV)/ dl958103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL95810393326989930002P
Purchased by	: G A DIGITAL WEB WORD PVT LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: G A DIGITAL WEB WORD PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: G A DIGITAL WEB WORD PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



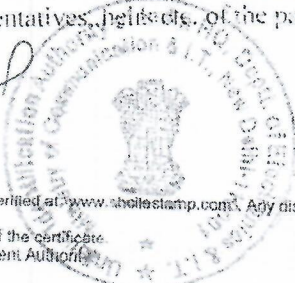
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MEMORANDUM OF AGREEMENT

The Chief Executive Officer acting on behalf of the "Unique Identification Authority of India, Ministry of Electronics and Information Technology," an authority established under Section 11 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits And Services) Act, 2016, having its head office at II-Floor, Tower-L, Jeevan Bharti Building, Connaught Circus, New Delhi-110001, with its regional offices at Bengaluru, Hyderabad, Lucknow, Guwahati, New Delhi, Ranchi, Mumbai and Chandigarh and offices for Central Identities Data Repository Operations at Bengaluru/Mangalore (hereinafter referred to as "UIDAI") which expression unless excluded by or repugnant to the context deemed to include his/her successor in office administrators and include executors, assignees, legal representatives, agents etc. of the party of the First Part.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.e-stampstamp.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.



For *Gaurio Aes*
Director

AND

M/S G A Digital Web Word (P) Ltd. having its registered office at No. 1, Hargovind Enclave, Vikas Marg Ext. Delhi 1100092 (hereinafter referred to as AGENCY) which expression shall unless excluded by or repugnant to the context or meaning thereof shall mean and include executors, assignees, legal representatives, heirs etc., of the PARTY OF THE SECOND PART.

WHEREAS, UIDAI had published an advertised tender enquiry No. A-12013/08/2013-Estt. (Vol II) on 1st June 2017 for outsourcing of manpower resources (hereinafter referred as "Manpower Resources") for UIDAI. The UIDAI had prescribed the eligibility criteria, technical and financial terms and conditions while inviting tenders from the bidders. The Agency participated in tender and emerged as L2 bidder being registered under MSME. the agency was awarded 20% of the contract as per MSME notification dated 23rd March 2012 and has to provide services at L1 rate i.e. Rs.750/- per person as a monthly service charge which include cost of recruitment, monthly service fee or administering payroll and statutory dues, administrative charge, human resource charge and all other internal cost of fulfilling the requirements of the tender over and above the remuneration fixed by UIDAI for Support Staff & Driver.

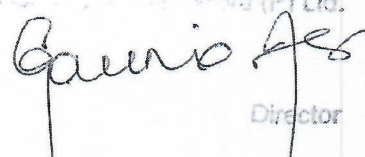
WHEREAS, on the basis of the said quotation UIDAI has decided to accept the bid of the AGENCY for supply of manpower resources as detailed in Section IV of the tender document. The AGENCY has been entrusted to supply the following categories of manpower resources against the fixed remuneration in addition to the EPF, ESIC etc. per person per month as indicated against the position in the table below.

1. **Schedule of Requirement**

The initial requirement for manpower resources and job responsibilities associated with the position is detailed below which may increase or decrease depending upon the requirement during the contract period by UIDAI.

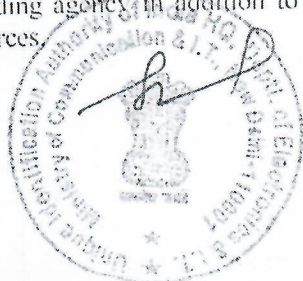
Sl. No.	Location	Support Staff	Driver
1	HQ UIDAI	46	2
2	Bengaluru	5	-
3	Bengaluru Tech Center	8	-
4	Chandigarh	5	-
5	Delhi	5	-
6	Guwahati	3	-
7	Hyderabad	5	-
8	Lucknow	5	-
9	Data Center Manesar	3	-
10	Mumbai	5	-
11	Ranchi	5	-
	Total	95	2



For G. A. Digital Web Word (P) Ltd.

 Director

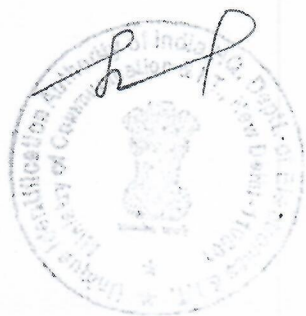
Position	Job Description & Technical requirements for the manpower to be deployed	Proposed Remuneration per month
Support Staff	<p>Mandatory Qualification and Skill: 1. Tenth/Matric Pass</p> <p>Responsibilities: 1. Physical maintenance of records of section 2. General cleanliness & upkeep of the section/unit; Dusting of furniture 3. Carrying of files and other papers within the building 4. Photocopying, sending fax 5. Assistance in routine office work like diary dispatch etc 6. Delivery of DAK 7. Facilitating provision of drinking water and tea for staff and officers 8. Any other work as assigned by superior authority from time to time</p> <p>Experience: One year experience in operating fax machine, photocopier, binding equipment, running messenger services (involving dairy receipt and dispatch of DAK).</p>	<p>Basic: 15000/- P.M. Conveyance: 600/- P.M.</p> <p>Variable Pay: Nil- at present. Variable component would be on account of cost of living and based on AICPI -IW index on a six monthly basis. The first variable component will be considered on an average increase in AICPI -IW index for the completed six monthly period (either January to June or July to December of one calendar year) over the corresponding index for the month in which Contract is executed and paid from subsequent month onwards as a percentage of fixed basic monthly remuneration (on Basic only). The subsequent six monthly increases will be additive to previous basic monthly average increase in AICPI-IW index. An illustration is also shown in Annex 5.5 of the RFP.</p>
2. Driver	<p>Mandatory Qualification and Skill: 1. Tenth/Matric Pass 2. Valid Commercial license for motor vehicle 3. Well conversant with traffic regulations in Delhi 4. Well conversant with roads and routes in Delhi and NCR and relevant security instructions 5. Knowledge of minor repair 6. Badge issued by RTO</p> <p>Responsibilities: 1. Ply the departmental vehicle 2. He will also maintain the log book of the vehicle properly and responsible for repair and maintenance of the vehicle from time to time 3. Keep the vehicle neat and clean</p> <p>Experience: Five years of experience in driving.</p>	<p>Basic: 18000/- P.M. Conveyance: 1200/- P.M.</p>

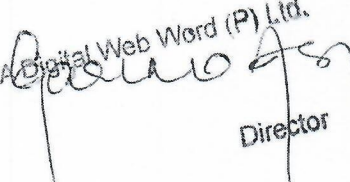
Note: Employers' share of EPF and ESIC would be reimbursed by the UIDAI to the manpower providing agency in addition to the monthly remuneration payable to the outsourced manpower resources.



Gauri Arora
Director

2. The contract will be initially for a period of one year and would commence from 01st August 2017 which may be extended for a further period of two years on a year to year basis depending upon the manpower requirement and performance of the agency. The UIDAI, however, reserves the right to terminate/curtail the contract at any time after giving one week's notice to the Agency owing to deficiency of service, sub-standard quality of manpower resources deployed, breach of contract etc.
3. UIDAI reserves the right to terminate the contract during the contractual period after giving a week's notice to the Agency without assigning any reason.
4. The UIDAI may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part.
5. The Agency shall deposit Performance Security Deposit of Rs. 15,82,927/- (Rupees Fifteen Lakhs Eighty Two Thousand Nine Hundred and Twenty Seven Only) in the form of Bank Guarantee issued by Reputed Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency but hypothecated to the Pay & Accounts Officer, Unique Identification Authority of India, New Delhi covering the period of contract. The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of Agency i.e., 30.09.2018. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the Agency with all cost to be borne by agency itself.
6. The Agency shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other Agency without the prior written consent of the UIDAI, as a statutory body under Ministry of Electronics & Information Technology, Government of India wherein UIDAI will be at liberty to refuse if it thinks fit.
7. The requirement of manpower resources is liable to change during the period of contract depending upon the exigencies of work & manpower management. The requirement is also subject to the extant policy of Government of India on Micro and Small Enterprises (MSEs).
8. The Agency will be bound by the details/information furnished by it to the UIDAI. In case, any of such documents furnished by the agency are found to be false at any stage, it would be deemed to be breach of terms of contract making it liable for legal action besides termination of contract.
9. The Agency shall ensure that the individual manpower resources deployed in UIDAI conforms to the technical specifications of age, educational qualification and skill / proficiency as prescribed in para 1 of this agreement and that the certification has been done after conducting requisite skill test by Agency. UIDAI reserves the right to conduct independently the requisite skill test through a third party agency. However, in case the manpower resources deputed by the Agency fail to qualify the requisite test, the cost of conducting such test shall be recoverable from the Agency.
10. The UIDAI is a Central Government office and has five working days (i.e. Monday to Friday) in a week from 0930 hrs to 1800 hrs with a lunch break of ½ hour from 13:30 hrs to 14:00 hrs. The employees will have two weekly days off. Besides this, the UIDAI also observes the Gazetted holidays notified by the Government of India from time to time. However, the work hours may be rescheduled on shift basis and the employees may have to report for work occasionally on week end or holidays. No compensatory leave or allowance will be paid for these occasional duties.



For GA Digital Web Word (P) Ltd.

 Director

11. The Agency shall preserve the following documents in respect of the manpower resources who will be deployed by it in the UIDAI before the commencement of work and ensure their availability to UIDAI in case the need arises for the same.

- i. List of manpower resources deployed;
- ii. Bio-data of the manpower resources along with the certificates in respect of educational / professional qualifications etc.
- iii. Attested copy of matriculation certificate containing date of birth;
- iv. Certificate of verification of antecedents of persons by local police authority.
- v. Detailed proof of identity-like Aadhaar number, driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in UIDAI.

The verification of educational documents and verification of antecedents with local police authorities in respect to of deployed manpower resources is to be done by the Agency.

12. The Agency shall ensure that the manpower resources deployed are medically fit. The Agency shall withdraw such manpower resources who are not found medically suitable by the office immediately on receipt of such a request.

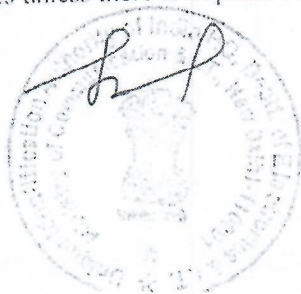
13. The Agency shall be responsible for proper conduct of manpower resources in UIDAI office premises. In case of any damage/ loss/theft etc. to the property of UIDAI which is caused by the manpower resources deployed by the agency, the agency will either be liable to make the loss on the basis of the value of the property as determined by UIDAI or the same could be recovered from the performance guarantee/ monthly payments due to the Agency. Further, the Agency shall be governed at all times by the provisions of the Aadhaar Act, 2016 and regulations framed thereunder. In case of contravention of the said Act or regulations, the Agency shall be liable to the applicable penal provisions prescribed therein in addition to the penalties provided in this agreement.

14. The manpower resources deployed by the Agency should be polite, cordial, positive and efficient, while handling the assigned work. In case, the manpower resource employed by the Agency commits any act of omission/ commission that amounts to misconduct / indiscipline / incompetence, the Agency will be liable to take appropriate disciplinary action against such manpower resources, including their removal from site of work, if required by the UIDAI.

15. All the manpower resources employed by the Agency for this contract shall adhere to the security policy of UIDAI and should follow the Policy of UIDAI in terms of software configuration and service.

16. The Agency shall replace immediately any of its manpower resources who are found unacceptable to the UIDAI because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the UIDAI. The Agency shall also immediately provide a substitute in the event of any manpower resources leaving the job due to his / her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @ Rs.1000 per day on the Agency in case there is no valid reason for delay. In addition to above deduction upto 10% of the performance security could also be considered by the Competent Authority of UIDAI, on case to case basis.

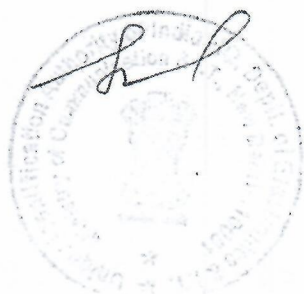
17. The manpower resources deputed to UIDAI shall not be changed by the Agency in any circumstances unless there is a specific request for so from UIDAI in writing.



For GA Digital Web Word, P. L. M.

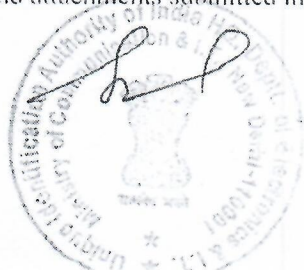
Gaurishankar
Director

18. The Agency shall nominate a Coordinator in HQ and ROs, who will be responsible for interaction with UIDAI in all matters related to manpower resources of the Agency, including submission of bills, submission of certificates relating to statutory authorities/payments, providing replacements on time-bound basis, supply of additional manpower resources, if required, on emergent basis. The Coordinator will also be responsible for ensuring attendance of manpower resources in HQ, ROs and Tech Centre / Data Centre.
19. It will be the responsibility of the Agency to meet transportation, food, medical and any other requirements in respect of the manpower resources deployed in the UIDAI and the UIDAI will have no liabilities in this regard.
20. For all intents and purposes, the Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower resources so employed and deployed in the UIDAI. The manpower resources deployed in by the agency in the UIDAI shall not have claims of any Master and Servant relationship against UIDAI.
21. The Agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to manpower resources deployed. The UIDAI shall in no way be responsible for settlement of such issues whatsoever.
22. The UIDAI shall not be responsible for any financial or other injury to any manpower resource deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
23. The manpower resources deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the UIDAI during the currency or after expiry of the contract.
24. In case of termination of this contract on its expiry or otherwise, the manpower resources deployed by the Agency shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the UIDAI.
25. The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages Act, 1948 read with the Government of India instructions and subsequent amendments made/to be made from time-to-time in this regard, Provident Fund, Employees State Insurance etc in respect of the manpower resources deployed by it in the UIDAI. The Agency shall obtain all requisite approvals / permission from the concerned authorities as required under applicable laws/ regulations towards supply of Manpower to UIDAI and its offices.
26. The Agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to UIDAI to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the Agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the UIDAI is put to any loss/obligation, monetary or otherwise, the Agency shall indemnify the same to UIDAI. The UIDAI reserves the right to deduct the same from the monthly bills and / or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
27. The Agency shall maintain all statutory registers / records under the Law. The agency shall produce the same, on demand, to the concerned authority of the UIDAI or any other authority under Law.



For Official Web Word (P) Ltd.
Gaurav Agarwal
 Director

28. The Agency shall submit the monthly bills in triplicate enclosing the certificates as mentioned in succeeding paras which shall be got duly certified by the officer in-charge and the same shall be paid within 15 days thereof after making recovery if any.
29. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the UIDAI.
30. The Agency is liable to make regular and full payment of salaries and other payments as due to its manpower resources deputed under service contract and furnish necessary proof whenever required. The payment to manpower resources by the Agency would be made on or before 7th of every month alongwith the salary slip. In case 7th day being a holiday, wages should be paid on the preceding working day of the month.
31. The Agency will ensure the remittance of the salary to the manpower resources deployed by them in UIDAI through Bank Account and a copy of the bank statement will be furnished to this office every month along with the bills.
32. Proof of challan / receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESIC and proof of payment towards other statutory dues for previous months shall be submitted with the bills. Otherwise, a certificate from a Registered CS/CA should be furnished quarterly to the effect that all statutory requirements are complied with in respect of manpower resources by the Agency to UIDAI. In case of any default, UIDAI will deduct the dues and release the balance amount to the Agency.
33. Photo identity cards for all manpower resources will be provided by the Agency and all the manpower resources at all time during office hours would be required to wear/display their ID's. The Agency will also provide uniforms to all Support Staff.
34. In case UIDAI receives any complaints regarding non-payment of salaries to the manpower resources deployed in UIDAI till 7th of the following month, penalty of Rs. 1000/- per day per resource will imposed on the Agency. In addition to above deduction upto 10% of the performance security could also be considered by the Competent Authority of UIDAI, on case to case basis.
35. UIDAI may at any time terminate the Contract by giving written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UIDAI.
36. The Agency shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of UIDAI, which will be at liberty to refuse if thinks fit.
37. No payment shall be made in advance to either the Agency or any loan from the bank or financial institution be recommended on the basis of work award.
38. Cancellation of Contract
The UIDAI, HQ reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the UIDAI on the following circumstances:
 - i. The bidder has made the misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.



For GA Digital Web V... (P) Ltd.
 Director

- ii. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- iii. The bidder goes into liquidation voluntarily or otherwise.
- iv. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v. If deductions on account of penalties exceeds more than 10% of the total contract price.
- vi. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the UIDAI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make the additional expenditure, which the UIDAI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- vii. UIDAI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- viii. Performance Security should be refunded to the Service Provider without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

39. Selection and Appointment of New Staff

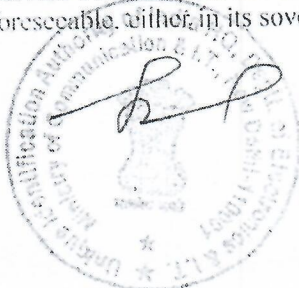
The procedure to be followed by the service provider for selection and appointment of manpower resources is detailed as below:

- i. As per the requirement the work order will be issued to the selected agency for providing the manpower resources.
- ii. The contracting agency shall ensure that the individual manpower resources to be deployed in the UIDAI conforms to the technical specifications of educational and skill qualifications prescribed in Clause 1 of Section IV of the Tender Document.
- iii. The manpower resources is to be provided within 5 working days of the date of issue of the work order failing which the agency will attract a penalty of @ Rs.1000 per day per resource according to the Clause 4 of Section-III of the tender document.

40. Force Majeure

Notwithstanding the provisions of tender, the Service Provider shall not be liable for forfeiture of its performance security. Penalties or termination for default, if and to the Tender document for a security services at UIDAI, HQ extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- i. For purpose of this clause, "Force majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but



For GA Digital Web V... (P) Ltd.
Gaurav Arora
 Director

are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by UIDAI, HQ and its decision shall be final and binding on the Service Provider and all other concerned.

- ii. In the event that the Service Provider is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond 07 Days, UIDAI HQ has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.
- iii. If a force majeure situation arises, the Service Provider shall notify UIDAI, HQ in writing promptly, not later than 2 days from the date such situation arises. The Service Provider shall notify UIDAI, HQ not later than 2 days of cessation of force majeure conditions. After examining the cases, UIDAI HQ shall decide and grant suitable additional time for the completion of the Work, if required.

41. Relationship between the Parties

This MOA shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either party. Neither Party shall have any right, power or authority to enter in to any agreement or undertaking or act on behalf of or to act as or be an agent or representative of, or to otherwise bind the other party.

42. No Waiver

No failure to exercise and no delay in exercising any right, power or remedy under this MoA will operate as waiver nor any single or partial exercise or any rights power or remedy preclude any other or further exercise of this or any other right, power or remedy.

43. Entire Agreement and Amendments

The terms and conditions mentioned in this MoA constitute the entire agreement between the parties and understanding of the parties and shall supersede all communications, negotiations, arrangements and agreements either oral or written with respect to the subject matter.

44. Severability

If any provision of this MoA is declared void or unenforceable, such provision will be severed from this MoA and the balance of the MoA will remain in full force and effect.

45. Notices

All notices, requests, claims, demands and other communications between the parties shall be in writing and shall given (i) delivery in person or (ii) by registered mail, postage prepaid, or (iii) by facsimile or (iv) by electronic mail to the address of the party specified in this MoA or such other address as either party may specify in writing. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

If delivered to UIDAI:

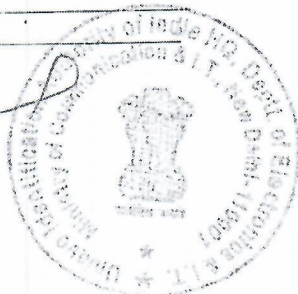
Attention: Mr. Dy Director General (Estt)

Address: 2nd Floor, Tower-1, Jeevan Bharati Building, N.Delhi-110001

Tel: 011- 23752672

Fax: 011- 23466888

[Handwritten signature]



[Handwritten signature: Gaurish Arora]
Director

Email: _____

If delivered to Agency:

Attention: Mrs. Garima Arora

Address: No. 1, Hargovind Enclave, Vikas Marg Ext. Delhi 1100092

Tel: _____

Fax: _____

Email: _____

46. In case of any dispute arising out of the terms and conditions of the agreement, the matter shall be settled by mutual consultations and negotiations. If attempts at conciliation do not yield any results within a period of 30 days, the matter will be referred to a Sole Arbitrator to be appointed by UIDAI. The arbitration proceedings shall take place in the office of UIDAI, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed hereunder and in force shall be applicable to such proceedings.

47. Jurisdiction

This MoA shall be governed by and construed in accordance with the laws of India and all the competent courts of New Delhi shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed this Agreement in duplicate, as of the date set forth above.

Sealed, Signed and Delivered by
For and on behalf of UIDAI

Name:

सुरेश दत्त शर्मा/S. D. SHARMA

Designation: सहायक निदेशक/Asstt. Director General
भारतीय विमानपत्तन पहचान प्राधिकरण/Indian Identification Authority of India
इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी विभाग/Ministry of Electronics & I.T.
नई दिल्ली-110001/Govt. of India, New Delhi-110001

06/01/2017
Place: New Delhi

Stamp:

In the presence of:

1. Gaurav Shukla (GAURAV SHUKLA)
DY. DIR.

2. Bindu Sree Kumar (BINDU SREEKUMAR)
SECTION OFFICER
06/01/2017

Sealed, Signed and Delivered by
For and on behalf of Agency

Name:

Designation:

Date:

Place:

Stamp: