



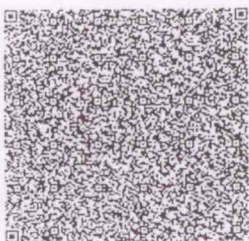
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL61671912753376M
Certificate Issued Date	: 29-May-2014 04:49 PM
Account Reference	: IMPACC (IV)/ dl852003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85200320250690728828M
Purchased by	: G A DIGITAL WEBWORD PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: G A DIGITAL WEBWORD PVT LTD
Second Party	: OTHER
Stamp Duty Paid By	: G A DIGITAL WEBWORD PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF AGREEMENT

1. The President of India, acting through the Deputy Director General, Unique Identification Authority of India (an attached office under the Planning Commission of India), with its office at IInd Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi (hereinafter referred to as "UIDAI" which expression shall unless excluded by or repugnant to the context be deemed to include his/her successor in officer administrators and permitted assignees) being the PARTY OF THE FIRST PART

Statutory Alert.

1. The authenticity of this Stamp Certificate should be verified at "www.stolestamp.com" 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 GA DIGITAL WEB WORD

Gaurav Arora

Director

AND

M/s GA Digital Web Word (P) Ltd., having its Registered office at No. 1 Hargobind Enclave, Vikas Marg Extn., Delhi-110092 (hereinafter referred to as AGENCY), which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include executors, assignees, legal representatives, heirs etc. of M/s GA Digital Web Word (P) Ltd.

2. WHEREAS, the UIDAI had published an advertised tender enquiry No.A.12013/8/2013-UIDAI on 24.02.2014 for outsourcing of 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 the tender and had quoted Rs.498/- per month per person as monthly service charges which include cost of recruitment, monthly service fee for administering pay roll and statutory dues, administrative charge, human resources charge and all other internal costs for fulfilling the requirements of the tender over and above the remuneration fixed by UIDAI for different categories.
3. WHEREAS, on the basis of the said quotation, UIDAI has decided to accept the bid of the AGENCY for supply of manpower as detailed in section C of the tender document. The AGENCY has been entrusted to supply following categories of manpower against the fixed remuneration in addition to the EPF, ESIC etc. per person per month as indicated against each position in the table below.

Position	Job description & Technical requirements for the manpower to be deployed	Proposed remuneration per month (Rs.)
Multi-Tasking Operators for Data Entry, Office Assistance, Quality Check, De duplication & Reception* (39 at HQ, 254 at ROs & Tech centre,	<p><u>Qualification(s)</u></p> <ul style="list-style-type: none">➤ Graduate with good communication skills in English and Hindi or Regional languages.➤ Good knowledge of computer (MS Office: -Word, Excel and Power Point) and LAN functions.➤ Proficiency in Typing on computer.➤ Good communication skill(oral as well as written).➤ Good analytical skill to assess the data quality. <p>*Additional qualification for performing the functions of Receptionists:</p> <ul style="list-style-type: none">(i) Knowledge of customer service principles and practices.(ii) Proficiency in handling EPABX	<p>Fixed basic monthly remuneration Rs.18000/- plus Rs.1200/- as conveyance allowance.</p> <p>Variable-Nil for the present.</p> <p>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 period 01.07.2014 to 31.12.2014 and paid from 01.01.2015 onwards as a</p>

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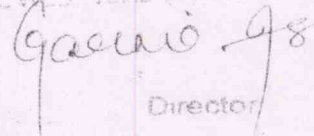
Bangalore)	<p>system</p> <p><u>Job description</u></p> <ol style="list-style-type: none"> 1. Data entry in the Computer. 2. To check the quality of demographic data of resident enrolled under the Aadhaar programme. 3. To check/identify the enrolment data for demographic de-duplication. 4. Routine office work like diary, dispatch, typing etc. 5. To perform various support job duties/ clerical functions for providing support to the higher and middle management personnel in the Organisation. 	<p>percentage of fixed basic monthly remuneration. The subsequent six monthly increases will be additive to previous basic monthly average increase in AICPI-IW index.</p>
Driver (1 at HQ)	<p><u>Qualification</u></p> <ul style="list-style-type: none"> ➤ Matriculation. ➤ Holding a valid commercial licence for motor vehicle ➤ Well conversant with traffic regulations in Delhi. ➤ Well conversant with roads and routes in Delhi and NCR and relevant security instructions <p><u>Job description</u></p> <ol style="list-style-type: none"> 1. The Driver will 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. He will be responsible to keep the vehicle neat and clean. 	<p>Fixed basic monthly remuneration = Rs.16000/- plus Rs.1200/- as conveyance allowance. Beyond 09 hrs of duty per day the Driver would be entitled to an overtime allowance of Rs.81.00 per hour upto a maximum of 100hrs / month</p> <p>An allowance of Rs.500/- per day for boarding, lodging etc., to the Driver for his night halt during outstation duty on production of vouchers/bills will be provided by the Agency.</p> <p>The Agency will claim reimbursement of above allowances from UIDAI.</p> <p>Variable-As above.</p>

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Support Staff	<u>Qualification</u>	Fixed basic monthly remuneration = Rs.13000/- plus Rs.600/- as conveyance allowance.
(38 at HQ, 52 at ROs & Tech centre, Bangalore)	<ul style="list-style-type: none"> ➤ Matriculation. ➤ One year experience in operating fax machine, Photocopier, binding equipment, running messenger services (involving dairy, receipt and dispatch of DAK). 	Variable-As above.
	<u>Job description</u>	
	<ol style="list-style-type: none"> 1. Physical maintenance of records of section. 2. General cleanliness & upkeep of the Section/Unit. 3. Carrying of files & other papers within the building. 4. Photocopying, sending of FAX etc. 5. Assisting in routine office work like diary, dispatch etc. including on computer. 6. Delivering of Dak (inside & outside the building) 7. Dusting of furniture etc. 8. Cleaning of building, fixture etc. 9. Facilitating provision of drinking water and tea for staff and officers. 10. Any other work as assigned by superior authority from time to time 	

Note: - Employer's share of EPF & ESIC would be re-imbursed by the UIDAI to the Manpower providing Agency in addition to the monthly remuneration payable to the outsourced personnel.

4. The contract will be initially for a period of two years and would commence from 1st June, 2014 which may be extended for a further period of one more year depending upon the manpower requirement and administrative convenience of UIDAI. The UIDAI, however, reserves the right to amend/terminate/curtail the contract at any time before expiry of contract period after giving one week's notice to the AGENCY without assigning any reason/s thereof.
5. The AGENCY shall deposit Performance Security Deposit of 400000/- (Rupees Four Lakhs only) in the form of bank guarantee issued by a 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 sixty days beyond the date of completion of all contractual obligations by the firms. In case, the contract is further extended beyond the initial period, the performance security

For GA DIGITAL

 Director

will have to be accordingly renewed by the agency with all the cost to be borne by agency itself.

6. The Bank Guarantee can be forfeited by order of the Competent Authority of the Unique Identification Authority of India in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order.
7. 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, Planning Commission, GOI.
8. **The requirement of manpower is liable to change during the period of contract depending upon the exigencies of work & manpower management.**
9. 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 is found to be false at any stage, it would be deemed to breach of terms of contract making it liable for legal action besides termination of contract.
10. The Agency shall ensure that the individual manpower deployed in the UIDAI conforms to the technical specifications of age, educational qualification and skill/proficiency as prescribed in para 3 of this agreement.
11. **The UIDAI is a Central Government office. The employees will have two weekly days off, besides holidays on the Gazetted Holidays observed by UIDAI. The Office timings are from 9.00 AM to 5.30 PM on week days. 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. The QC team may be deployed on shift basis (Monday to Friday and Tuesday to Saturday) from 9.00 AM to 5.30 PM. No compensatory leave or allowance will be paid for these occasional duties. The resources may avail one day leave per month. The leave, however, cannot be accumulated for more than three days at a time.**
12. The AGENCY shall furnish the following documents in respect of the individual manpower who will be deployed by it in the UIDAI before the commencement of work:
 - a) List of resources deployed.
 - b) Bio data of the resources alongwith the certificates in respect of educational/ professional qualifications etc.
 - c) Attested copy of matriculation certificate containing date of birth;
 - d) Certificate of verification of antecedents of persons by local police authority.
 - e) 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.

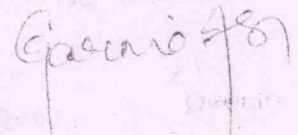
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- f) Agency will submit an undertaking from all of its resources deployed with UIDAI that they shall not claim any Employer- Employee relationship against UIDAI.
13. The Agency shall ensure that the resources deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
 14. The Agency shall be responsible for proper conduct of resources deployed in UIDAI office premises. In case of any damage/loss/theft etc. to the property of UIDAI which is caused by the resources deployed by the agency, recovery will be made from the resources by the Agency and paid to UIDAI within a month of the incident.
 15. The resources deployed by the AGENCY should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person 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 persons, including their removal from site of work, if required by the UIDAI.
 16. The AGENCY shall replace immediately any of its personnel 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 person leaving the job due to his/her personal reasons. The delay in providing a substitute beyond five working day would attract a penalty @Rs.1000 per day on the Agency in case there is no valid reason for delay.
 17. The resources deputed to UIDAI shall not be changed by the Agency in any circumstances unless there is a specific request for so from UIDAI.
 18. The Agency shall nominate a coordinator in HQ and ROs, who will be responsible for interaction with UIDAI in all matters, related to staff outsourced by the Agency, including submission of bills, submission of certificates relating to statutory authorities/payments, providing replacements on time bound basis, supply of additional manpower, if required, on emergent basis. The Coordinator will also be responsible for ensuring attendance of outsourced staff in HQ and ROs.
 19. It will be the responsibility of the Agency to meet transportation, food, medical and any other requirements in respect of the 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 so employed and deployed in the UIDAI.

For GA DIGITAL WEB VENDOR

Gaurav Jha
Director

- 21 The Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person 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 resource deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 23 The 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 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, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the UIDAI. M/s GA Digital Web Word Pvt. Ltd. shall obtain all requisite approvals/permission from the concerned authorities as required under applicable laws/regulations towards the supply of Manpower to UIDAI HQ and it's eight Regional Offices & Tech. Centre, Bangalore.
- 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 loss/damages from the monthly bills and/ or 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.
- 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 Sources (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 this office.
- 30 The Agency is liable to make regular and full payment of salaries and other payments as due to its resources deputed under service contract and furnish necessary proof whenever required. The payment to the resources by the



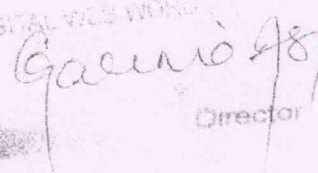
Agency would be made on or before 5th of every month. In case 5th day being a holiday wages should be paid on the preceding working day of the month.

31. The Agency will ensure the remittance of the salary to the personnel 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 EPF 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 on monthly basis. Otherwise, a certificate from a registered Chartered Accountant should be furnished quarterly to the effect that all statutory requirements are complied with in respect of staff outsourced by the agency to UIDAI. In case of any default, UIDAI will deduct the dues and release the balance amount to the Agency.
33. Payments of the Agency would be strictly on certification by the personnel Division of the UIDAI that the services and attendance of the employees were found satisfactory.
34. Photo identity cards for all employees will be provided by the Agency & all the resources at all time during office hours would be required to wear/display their IDs.
35. The Agency would provide a uniform to all Office Boys in HQ and ROs and prescribe a dress code for all other resources.
36. In case UIDAI receives any complaints regarding non-payment of salaries to the resources deployed in UIDAI the lapse would be viewed as serious breach of contractual obligations by the service provider entailing forfeiture of Performance Bank Guarantee. This may also constitute a valid ground for termination of contract.
37. **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 into 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.

No Waiver

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

For GA DIGITAL WEB WORKS

Director

39. **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.

No amendments to this MOA shall be binding on either Party except in writing signed by duly authorized representative of the Parties

40. **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.

41. **Notices**

Any notice or other communication to be given under this MoA shall be in writing and shall be served by personal delivery or by facsimile or by prepaid registered post or by courier to Parties at the following addresses or as are notified by either Party to the other from time to time

If delivered to UIDAI:

Attention: Mr. _____

Address: _____

Tel: _____

Fax: _____

Email: _____

If delivered to Agency

Attention: Mr. GARIMA ARORA

Address: NO 1 HARGOVIND ENCLAVE LIKAS
NEAR EXTN, NEW DELHI

Tel: 011-22373618 43062371, 0120-4125729

Fax: _____

Email: garima1200@hotmail.com

Notices shall be effective when notices are delivered to the other Party.

Garima Arora
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43 Jurisdiction

25 (ASFA HUSSAIN)