

No.A-12011/01/2009-CLS-II  
Government of India/Bharat Sarkar  
Ministry of Labour & Employment/Shram Aur Rozgar Mantralaya

\*\*\*\*\*

New Delhi, dated the 26 April, 2012.

To,  
The Presiding Officer,  
All CGIT-cum-Labour Courts.

Subject: Mandatory publication of Tender Enquiries on the Central Public  
Procurement Portal - reg.

Sir/Madam,

I am directed to forward herewith Ministry of Finance, Department of Expenditure's O.M. dated 30<sup>th</sup> November, 2011 on the subject cited above and to say that E-publishing has become mandatory to publish the tender enquiries, corrigenda thereon and details of bid awards on the CPP Portal using E-Publishing module with effect from 1<sup>st</sup> April, 2012.

2. It is therefore, requested that instructions contained in aforesaid O.M. may be strictly adhered to.

Yours faithfully,

  
(Ajay Joshi)

Under Secretary to the Government of India

C/c  
issued  
26/4/2012

**No. 10/1/2011-PPC  
Ministry of Finance  
Department of Expenditure  
Public Procurement Cell**

North Block, New Delhi  
Dated 30<sup>th</sup> November, 2011

**OFFICE MEMORANDUM**

**Subject: Mandatory publication of Tender Enquiries on the Central Public Procurement Portal**

Pursuant to the decisions of the Group of Ministers constituted to consider measures to tackle corruption and improve transparency, on the recommendations of the Committee on Public Procurement set up to look into various issues having an impact on public procurement policy, standards and procedures, it has been decided that:

- a. NIC will set up a portal called the Central Public Procurement Portal (hereinafter referred to as CPP Portal) with an e-publishing module (similar to NIC's website [www.tenders.gov.in](http://www.tenders.gov.in)) and an e-procurement module (similar to NIC's e-procurement sites such as [pmgsytenders.gov.in](http://pmgsytenders.gov.in) and [epro-nicsi.nic.in](http://epro-nicsi.nic.in)). The CPP Portal will be accessible at the URL [eprocure.gov.in](http://eprocure.gov.in) and will provide links to the non-NIC e-procurement sites being used at present by various Ministries/ Departments, CPSEs and autonomous/ statutory bodies.
- b. While e-publishing of tender enquiries, corrigenda thereto and details of contracts awarded thereon, on the Portal, shall be made mandatory in a phased manner w.e.f 1<sup>st</sup> January 2012, the comprehensive end-to-end e -Procurement feature would be implemented in a phased manner w.e.f. 1<sup>st</sup> April 2012, for which instructions will be issued separately. In the meantime, Digital Signature, which is essential at the e-procurement phase, may be obtained from any Certifying Authority or from NIC which is also a Certifying Authority, for the concerned officials.

**E-Publishing:**

- c. It will be mandatory for all Ministries/ Departments of the Central Government, their attached and subordinate offices, Central Public Sector Enterprises (CPSEs) and autonomous/ statutory bodies to publish their tender enquiries, corrigenda thereon and details of bid awards on the CPP Portal using e-publishing module with effect from the following dates:
  - c.i. Ministries/ Departments and their attached and subordinate offices w.e.f. 1<sup>st</sup> January 2012;
  - c.ii. CPSEs w.e.f. 1<sup>st</sup> February 2012;
  - c.iii. Autonomous/statutory bodies w.e.f. 1<sup>st</sup> April, 2012.

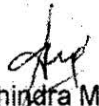
- d. Individual cases where confidentiality is required, for reasons of national security or to safeguard legitimate commercial interest of CPSE's, would be exempted from the mandatory e-publishing requirement. As far as Ministries/ Departments are concerned, decisions to exempt any case on the said grounds should be approved by the Secretary of the Ministry/ Department with the concurrence of the concerned Financial Advisor. In the case of CPSEs, approval of the Chairman & Managing Director with the concurrence of Director (Finance) should be obtained in each case to be exempted. In the case of autonomous bodies/ statutory bodies, approval of the head of the body with the concurrence of the head of the Finance function, should be obtained in each such case. Statistical information on the number of cases in which exemption was granted and the value of the concerned contract, may be intimated on a Quarterly basis to the Ministry of Finance, Department of Expenditure at the email id [cppp-doe@nic.in](mailto:cppp-doe@nic.in)
- e. Ministries/ Departments, CPSEs and autonomous/ statutory bodies that are already publishing their tender enquiries on [www.tenders.gov.in](http://www.tenders.gov.in) and/or on their respective websites, shall ensure that their tender enquiries are simultaneously published / mirrored on the CPP Portal also. They may also ensure that all corrigenda and details of the contract awarded as a result of the tender enquiry, are also published on the CPP Portal.
- f. Ministries/ Departments, CPSEs and autonomous/ statutory bodies that are already carrying out e-procurement through NIC or their own website or through any other service provider, shall ensure that details of all their tender enquiries, related corrigenda and details of contracts awarded thereon, including those that are issued through e-procurement, are simultaneously published / mirrored on the CPP Portal. As stated at (a) above, they should also ensure that their e-procurement website is linked to the CPP Portal.
- g. The above instructions apply to all Tender Enquiries, Requests for Proposals, Requests for Expressions of Interest, Notice for pre-Qualification/ Registration or any other notice inviting bids or proposals in any form, issued on or after the dates indicated at (c) above whether they are advertised, issued to limited number of parties or to a single party.
- h. In the case of procurements made through DGS&D Rate Contracts or through Kendriya Bhandar/ NCCF, only award details need to be published on the Portal.
- i. These instructions would not apply to procurements made in terms of provisions of Rules 145 (Purchase of goods without quotations) or 146 (Purchase of goods by purchase committee) of General Financial Rules – 2005 (or similar provisions relating to procurements by CPSEs, autonomous bodies).

2. In order to facilitate implementation of aforesaid decisions regarding e-publishing of tender details, NIC will provide detailed guidelines for using the e-Publishing module of the CPP Portal. These guidelines will also be available in the CPP Portal. **User IDs and Passwords would have to be obtained from NIC for accessing the Portal. Details in this regard will also be available in the CPP Portal.**

3. NIC will also provide the following support:

- a. NIC will make arrangements for necessary training to the concerned officials in the use of the CPP Portal for e-publishing. For this purpose, Ministries / Departments may contact NIC through email at [cppp-nic@nic.in](mailto:cppp-nic@nic.in) to work out the details.
- b. Detailed guidelines for the use of e-Publishing module will be made available in the CPP Portal and this would also be circulated separately to all Ministries/Departments.
- c. A demonstration web site, similar to the CPP Portal, would be made available for training and hands-on practice. The site will also contain necessary user manuals and presentation materials.

4. Ministries/ Departments are requested to take necessary action to ensure that e-publishing of tender details on the Portal is commenced in terms of the time lines mentioned in para 2 (c) above. **It is also requested that necessary instructions may be issued in this regard to all attached and subordinate offices as also to CPSEs, autonomous and statutory bodies under their administrative control.**

  
(Suchindra Misra)  
OSD (PPC)  
011-23092689

To,

**Secretaries of all Ministries/Departments**

Copy to

**FAs of all Ministries/Departments**

Copy also to **DG (NIC), CGO Complex, New Delhi**



299

No. A-12011/02/2004-CLS-II  
Government of India/Bharat Sarkar  
Ministry of Labour & Employment/Shram Aur Rozgar Mantralaya  
\*\*\*\*\*

New Delhi, dated the 8<sup>th</sup> November, 2011.

To,  
The Presiding Officer,  
All CGIT-cum-Labour Courts.

**Subject: Engagement of persons to carry out the work/jobs related to supporting Group 'D' Staff on outsourcing basis – reg.**

Sir,

In continuation of this Ministry's letter (s) No. A-12011/02/2008-CLS-II dated the 5<sup>th</sup> December, 2008 & No. A-12011/01/2007 dated 17<sup>th</sup> December, 2007 on the subject mentioned above I am directed to say that the engagement of persons to carryout the job/work related to supporting Group 'D' staff may be regulated as per the following guidelines:

- (i) For obtaining the services of persons under Group 'D' category, i.e. Security Guards, Peon etc., the Directorate General of Resettlement (DGR), Ministry of Defence may be approached for obtaining the names of agencies empanelled by them. The DGR empanelled agencies provide the services of Ex-Servicemen who are well trained and disciplined. Quotations may be called for from three DGR empanelled agencies and a Comparative Statement of quotations may be prepared which should be approved by the Purchasing Committee. An agreement may be entered into with the Agency which quoted the lowest rate. It may be ensured that the Security Guards etc. provided by the DGR sponsored Agencies are Ex-servicemen only and the same should be indicated in the Agreement also.
- (ii) If DGR approved agencies are not able to provide Ex-Servicemen or DGR approved agencies are not available in the area, quotations may be invited from reputed private agencies and guidelines as prescribed in the GFRs should be followed.

Yours faithfully,

(Shersha)

Under Secretary to the Government of India  
Tele: 23766903

Issued  
9/11/2011

29-11-11

No. A-12011/02/2004-CLS-II  
Government of India/Bharat Sarkar  
Ministry of Labour & Employment/Shram Aur Rozgar Mantralaya  
\*\*\*\*\*

New Delhi, dated the 8<sup>th</sup> November, 2011.

To,  
The Presiding Officer,  
All CGIT-cum-Labour Courts.


**Subject: Engagement of persons to carry out the work/jobs related to  
Group 'C' Staff on outsourcing basis – reg.**

Sir,

In continuation of this Ministry's letter (s) No. A-12011/02/2008-CLS-II dated the 5<sup>th</sup> December, 2008 & No. A-12011/01/2007 dated 17<sup>th</sup> December, 2007 on the subject mentioned above-I am directed to say that the engagement of Group 'C' staff on outsourcing basis i.e. Stenographer, LDC etc. may be regulated as per the following guidelines:

- (i) Quotations may be invited from reputed private agencies and the guidelines as prescribed in the GFRs should be followed.
- (ii) To ensure hiring of experienced and good quality Group 'C' Staff, the Job-Description, duties and responsibilities of persons including Qualifications; Experience, etc. may be brought out clearly in the tender document.

Yours faithfully,

  
(Shersha)

Under Secretary to the Government of India  
• Tele: 23766903

Issued  
9/11/2011

(17)

No. A-12011/01/2009-CLS-II  
Government of India  
Ministry Labour and Employment

Dated the 24<sup>th</sup> December, 2009.

To  
The Presiding Officer,  
All CGIT-cum-Labour Court  
(with full official address)

**Sub: Submission of proposals for outsourcing of services for IFD's approval - regarding.**

Sir,

I am directed to refer to this Ministry's letter No. A-12011/01/2007-CLS-II dated 17/12/2007, No. A-12011/02/2008-CLSII dated 5/12/2008-CLS-II and No. A-12011/06/2006-CLS-II dated 13/7/2009 and to say that it has been observed that the proposals for seeking IFD's approval are ~~not~~<sup>not</sup> being received in conformity with Govt. of India instructions and without following the due procedure and wage rate on the subject.

It has repeatedly been requested that the proposal for outsourcing of services may be sent to this Ministry at least three months in advance subject to observance of GFRs only after obtaining the option of Directorate General of Resettlement(DGR), Ministry of Defence.

It is, therefore, requested that i) Govt. of India's instructions on the subject and ii) due procedure and wage rate may be followed while sending outsourcing proposals for prior approval of IFD of this Ministry.

Yours faithfully,

  
(P. K. Tamrakar)

Under Secretary to the Government of India

No.A12011/06/2006-CLS-II  
Government of India  
Ministry Labour and Employment

Dated the 13<sup>th</sup> July, 2009.

To

The Presiding Officer,  
All CGIT-cum-Labour Courts

**Sub: Compliance of various provisions contained in the GFRs and  
awarding of various contracts before seeking IFD's approval  
regarding.**

Sir,

I am directed to refer to Integrated Finance Division (IFD) of this Ministry's circular No. Z-11011/01/09-Finance-II dated the 28<sup>th</sup> May, 2009 on the above subject (copy enclosed) and to say that IFD has observed as follows:-

"some administration divisions in the Ministry have not been complying with the provisions contained in GFRs and other instructions of Ministry of Finance & CVC, like inviting quotations, tenders etc. and contracts have been awarded without seeking prior approval of IFD. Besides, at times proposal are sent to IFD for post facto concurrence. While there are no provisions for post fact concurrence, it also defeats the very purpose of examination & consultation with IFD".

Further it has been observed in case of outsourcing of services in CGITs that proposals for the year 2009-2010 are being received after the expiry of sanctions for the year 2008-09 despite the fact that instruction were issued vide letter No. A-12011/02/2008-CLS-II dated 5/12/2008 to obtain prior concurrence of IFD from the year 2009-2010 onwards.

..p/2..

IFD while examining the proposal of a CGIT has observed that persons had already been engaged and only after that the proposal was moved. This also happened earlier when the approval for the period 01.04.2008 to 31.03.2009 was conveyed. Such a practice should be avoided as it was against Govt. rules. Keeping in view the position that there was no regular staff in the CGIT, outsourcing was allowed in CGIT with a stipulation that in future no approval would be accorded unless the proposal came in advance.

It is, therefore, requested that the instructions of IFD may be strictly adhered to. It is also requested to send all proposals, where IFD's concurrence is required, at least three months in advance to enable us to convey the approval of competent authority on time.

Handwritten: 12/12/09

Encl: As above

Yours faithfully,

(P. R. Tamrakar)

Under Secretary to the Govt. of India

Handwritten: e/c



1108  
96

52 No 20/21

No.Z-11011/01/09-Finance-II  
Government of India  
Ministry of Labour & Employment  
New Delhi

Dated the 28<sup>th</sup> May 2009

CIRCULAR

Subject : Compliance of various provisions contained in the GFRs and awarding of various contracts before seeking IFD's approval.

Of late, instances have come to notice that some administrative divisions in the Ministry of Labour & Employment have not been complying with the provisions contained in GFRs and other instructions of Ministry of Finance & CVC, like inviting quotations, tenders etc. and contracts have been awarded without seeking prior approval of IFD. Besides, at times proposal are sent to IFD for post facto concurrence. While there are no provisions for post facto concurrence, it also defeats the very purpose of examination & consultation with IFD.

2. In view of the above, all divisional heads are requested to ensure that all provisions relating to inviting quotations/tenders and awarding of contracts as contained in the GFRs are strictly adhered to.
3. Prior concurrence of IFD in all cases must be taken before any such action/activity.
4. This issues with the approval of Secretary (L&E).

*Handwritten notes on left margin:*  
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WS (GR)  
WS (GRS)  
WS (GRS)  
WS (HKS)  
S/4/09  
US (GRS)  
hsg  
C/T  
L.P.  
pl. give copy to all DA.

*Signature and stamp on right:*  
Director (Finance)  
(Vikas)

AS(SKS)/DGLW/DGE&T/JS(DV)/CLC(C)/DDG(HS)EA/DDG(E)/CA

MOST IMMEDIATE

No.A-12011/02/2008-CLS.II  
Government of India  
Ministry of Labour & Employment

New Delhi, Dated the 5<sup>th</sup> December, 2008.

To,  
The Presiding Officers,  
All CGIT-cum-Labour Courts  
(Except CGIT-cum-LC Ahmedabad)

Subject: Engagement of persons to carry out the work/job on outsourcing basis when posts of staff in CGITs remain vacant.

Sir,

In continuation of this Ministry's letter No.A-12011/1/2007-CLS-II, dated 17.12.2007 (copy enclosed) on the subject mentioned above I am directed to clarify that outsourcing is permissible only for service to be rendered by a particular post and outsourcing of post as such is not allowed. Engaging persons on outsourcing basis as per the procedure laid down is only a short term measure so that the functioning of CGIT's is not adversely affected till regular posts are filled in accordance with Recruitment Rules and existing rules and guidelines on the subject.

2. As for the persons to be engaged on outsourcing basis to carry out the jobs is concerned, the same should be made through the local agencies sponsored by the Directorate General of Resettlement (DGR) and response received after calling quotation from ex-serviceman organisation which are on approved list of DGR.

3. The matter regarding outsourcing has been further considered in consultation with the Integrated Finance Division (IFD) of the Ministry. The IFD has observed that the provision of DFPR do not give powers to HODs to outsource the services, therefore such cases should be referred to IFD for concurrence with a view to ensure observance of codal formalities by Admn. Division.

4. Keeping in view the observation of the IFD, it is requested that now onwards all proposals relating to engaging the persons on outsourcing basis shall be forwarded to Ministry of Labour & Employment alongwith the complete details and a copy of the duly executed agreement as per the model agreement which was sent earlier vide letter No. A-12011/1/2007-CLS-II dt. 17.12.2007. for seeking concurrence of the IFD of the Ministry. Action taken by CGITs to fill the posts on regular basis may also be sent alongwith the proposal of outsourcing for obtaining the approval of the Ministry.

...contd..p/2..

5. It is further requested that if you have engaged persons on outsourcing basis, prior to issue of this letter, the proposal of all such cases may be forwarded to this Ministry for obtaining post facto approval in this regard.

6. It is further requested that the provisions/guidelines of Department of Personnel & Training regarding ad hoc/temporary appointment vide DoPT's Office Memorandum No. 28036/8/87-ESTT.(D) dated 30<sup>th</sup> March, 1988 and 28036/1/2001-Estt.(D) dated 23<sup>rd</sup> July, 2001 (copy enclosed) should also strictly be adhered to.

Encl. as above

Yours faithfully,

  
(DEVENDER SINGH)  
DIRECTOR

Copy to:

1. Pay and Accounts Office,  
Main Secretariat,  
Room No.522, S.S. Bhawan, New Delhi.
2. Pay and Accounts Office,  
Labour Bureau,  
SCO 28-32, Sector-17 A, Chandigarh
3. Pay and Accounts Office (DGFASLI),  
Directorate General Factor Advise Service  
And Labour Institutes,  
CLI Building, Mumbai-22
4. Pay and Accounts Office (DGMS),  
DGMS Building, Dhanbad - 826001
5. Pay and Accounts Office (DGET-II),  
CTI Campus, Guindy,  
Chennai-32

Sr No 6 (1)

BY SPEED POST

No.A-12011/1/2007-CLS-II

Government of India

Ministry of Labour & Employment

New Delhi, dated, 17<sup>th</sup> December, 2007

To,

The Presiding Officer,  
All CGIT-cum-Labour Court,  
Except Ahmedabad (as per list)

Subject: - Engagement of persons to carry out the work/jobs related to Group 'C' staff and supporting Group 'D' staff on outsourcing basis

Sir,

I am directed to refer to the subject mentioned above and to say that the measures to be taken for overcoming the critical situation being faced by the CGIT's due to absence of Group 'C' and Group 'D' staff on regular basis have been taken up with the authority concerned. As advised, the following measures may kindly be initiated as a short-term measure till approval is given for filling up the posts on regular basis. As for the present, the services of persons to carryout the job/work related to Group 'C' staff may be hired against the only vacant posts on outsourcing basis as per the following conditions:

- (i) The agreement should be made after the process of floating of tenders. A model agreement copy is being forwarded with the request that the conditions therein may be strictly adhered to. A copy of the duly executed agreement may kindly be forwarded to this Ministry for record. Exact expenditure and certificate of availability of funds under the appropriate head from which it is proposed to be met should be indicated.

24/2/2014  
14 30

(ii) As for the persons to be engaged on outsourcing basis to carry out the jobs relating to Gr. 'D' staff, the same should be made through the local agencies sponsored by the Directorate General of Resettlement and the response received after calling quotations from ex-serviceman organization which are on approved list of DGR. A copy of the model agreement is also being forwarded with the request that the conditions therein may be strictly adhered to. A copy of the duly executed agreement may kindly be forwarded to this Ministry for record.

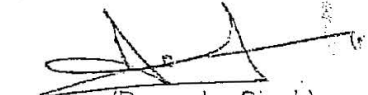
Encl: as above

Yours faithfully,

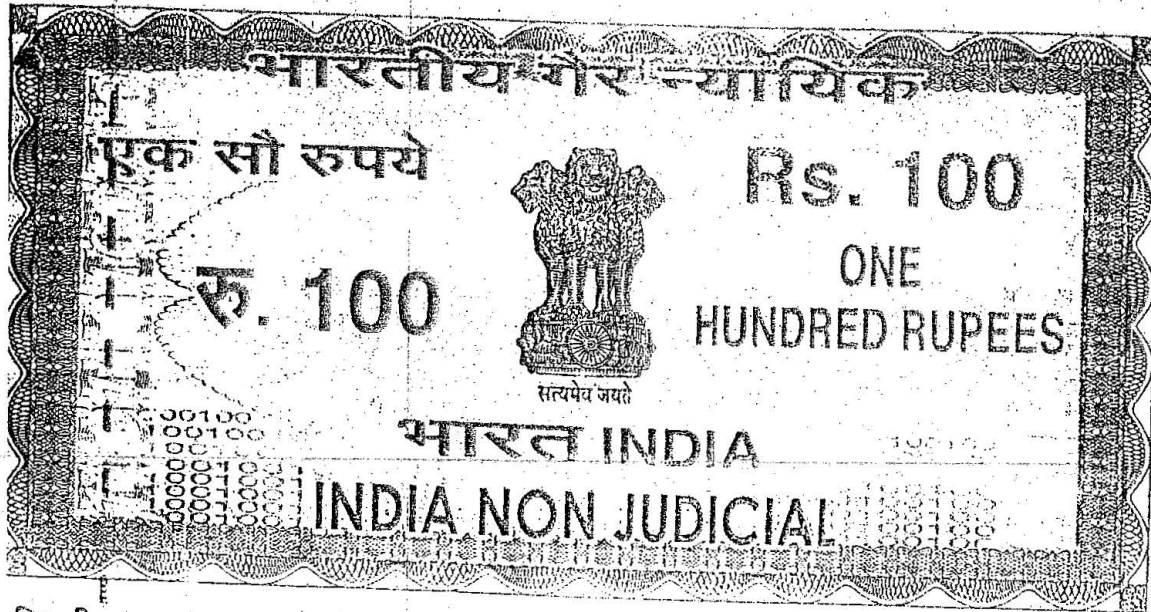
  
(Devender Singh)  
Director,

Copy to:-

1. Pay and Accounts Office,  
Main Secretariat,  
Room No. 522, S.S. Bhawan,  
New Delhi,
2. Pay and Accounts Office,  
Labour Bureau  
SCO 28-31  
Sector-17A  
Chandigarh,
3. Pay and Accounts Office,  
(DGFASLI)  
Directorate General Factory  
Advice Service & Labour Institutes,  
CLI Building,  
Mumbai-22,
4. Pay and Accounts Office,  
(DGMS)  
DGMS Building, Dhanbad-826001,
5. Pay and Accounts Office,  
(DGET-II)  
CTI Campus, Guindy,  
Chennai-32,

  
(Devender Singh)  
Director,





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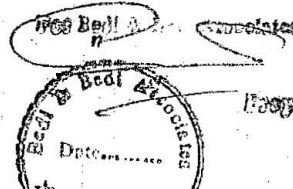
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#### AGREEMENT

This Agreement is made on ..... Day of ..... at New Delhi (India) between the President of India acting through (name & designation), Ministry of Labour & Employment, Government of India, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001, hereafter referred as "the Ministry" which expression shall include all its officers, successors and assigns on the FIRST PART.

AND

M/s ..... a Sole-Proprietorship concern Firm/Manpower Company/Agency having its Registered office at ..... hereinafter referred as "Service Provider" which expression shall include all its officers successors and permitted assigns on the "SECOND PART".



WHEREAS the First Party is a Department of the Government of India.

WHEREAS the Second Party is engaged in the business of providing stenographic services.

WHEREAS the First Party proposed to engage an experienced and professionally qualified Agency to provide stenographic services at Ministry of Labour and Employment, New Delhi. (CONFIDENTIAL)

WHEREAS the Second Party has expressed their keen desire to deploy stenographers for the services to the First Party under this Agreement. The Second Party has also represented that they possess the professionally qualified skilled manpower and financial capabilities to perform the above functions and such other functions as may be assigned to them under this agreement by the First Party from time to time.

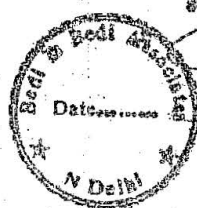
WHEREAS on the aforesaid representation made by the Second Party to the First Party, the Parties hereby enter into this Agreement to provide the agreed services on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER.

1. OBLIGATIONS OF THE SECOND PARTY

- Mumbai*
- a) The Second Party shall operate and deploy stenographers to the First Party having its office at New Delhi normally on working days (five days in a week) or as the First Party may require from time to time.
  - b) The regularity and quality of the performance of the stenographic services will be the essence of this agreement and shall form a central factor of this Agreement. The Second Party shall take all possible steps to ensure to maintain its performance satisfactorily as determined by the First Party from time to time.
  - c) The qualification of the Stenographers deployed by the Second Party shall be as follows:-
    - i) S/he should be atleast matriculate and below 40 years of age;
    - ii) S/he should have stenographic speed of 80 words per minute in English;

*[Signature]*



*For Bedi & Bedi Associates*  
*Prop.*

- iii) S/ he should be conversant with the working of the computers and should necessarily have knowledge of MS Word and preferably of LAN functions, MS Excel and MS Power Point packages;
  - iv) S/he should have Character certificates from two Group "A" or Class-I Gazetted Officers of the Central Government/State Government;
  - v) His/her antecedents should have been got verified by the agency from the local police authorities.
- d) The Second Party shall deploy requisite number of Stenographers for providing the services to the First party, as per requirements, which may vary from time to time. The Second Party shall be bound to fulfill the increase/decrease of requirements of Stenographers as may be conveyed to them by an authorized office of the First Party, within a period of two working days from the date of receipts of such requirement.

The assessment made by the First Party regarding the quality and efficiency of the services and as to the number of stenographers required, shall be final and binding on the Second Party & the services shall be provided accordingly.

- e) The stenographers deployed by the Second Party shall not use unauthorized software etc. and shall not misuse the Computer sets of the First Party.
- f) If the First Party notices that the employee(s) of the Second Party has /have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Second Party who will devise corrective steps immediately to avoid recurrence of such incidents and report to the First Party its action plan.
- g) If any of the stenographers of the Second Party indulges in theft, negligence or any illegal/irregular activities, misconduct, the Second Party will initiate appropriate action against erring stenographers and intimate accordingly to the First Party.
- h) The First Party shall not be responsible fully or partly to any dispute or difference that may arise between the Second Party and stenographer engaged by it for the services.

## 2. TERMS OF PAYMENT

- a) The First Party shall pay to the Second Party for the services rendered at the rate .....and .....per man day as agreed upon by both the parties on submission of bills every month by the Second Party for payment of wages, bonus and other allowances to the stenographers employed and regarding PF/EPF/ESI, other welfare measures/terminal benefits and other legal



For Bedi & Bedi Associates

Prop.

obligations, if any, as per the Central/State Govt. rules as amended from time to time will be followed by the Second Party.

b) ALL payments made by the First Party shall be after deductions of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961, Other Taxes, Duties, if any, as applicable by law, shall be borne by the respective parties.

c) The Second Party, being the employer in relation to stenographers engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such stenographers which in any case will not be less than in accordance with the Minimum wages as fixed or prescribed for the category or workers employed/deployed by it from time to time or by the State Government and/or any authority constituted by or under any law.

d) The Second Party will have to produce the register of wages cum muster roll of the preceding month along with the bill to be submitted on the 3<sup>rd</sup> day of every month for verification to the nominated official of the First Party. The Second Party shall ensure that payment to his employees is made in the presence of authorized representative of the First Party.

### 3. SUBMISSION AND VERIFICATION OF BILLS

The Second Party Shall submit on a monthly basis the bills for the services rendered to enable the First Party to verify and process the same.

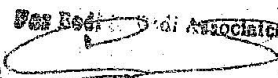
### 4. SECURITY DEPOSIT

The Second Party shall deposit with the First Party, on or before the date of signing of Agreement, a sum of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Fixed Deposit Receipt for a period of ..... months drawn in favor of "PAO(MS) Ministry of Labour & Employment" as a Security Deposit for the due performance of the terms and conditions of this Agreement for stenographic Services and the First Party will be entitled to appropriate the same or any part thereof towards any money payable by the Second Party to the First Party for loss, damage or otherwise however. Subject to such adjustment, the Security Deposit will be returned to the Second Party after 30 days of completion or termination, as the case may be, of this agreement.

### 5. REPORTING TIME AND PLACE

a) The Stenographers of the Second Party shall provide the requisite services on normal office working hours from 9.00 hrs to 17.30 hrs with 30 minutes lunch break from 13.00 hrs to 13.30 hrs for five days in a week from Monday to Friday. However in view of exigencies of



For Bedi & Bedi Associates  
  
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work, the Stenographers may be required to work beyond 17.30 PM also, for which no additional payment will be made. Such stenographers shall be stationed at New Delhi and shall report to designated coordinator of the First Party for routine administrative matters during such working hours till the expiry of this agreement and shall perform their duties with full sincerity and dedication on the terms and conditions mentioned in this agreement.

- b) The Second Party shall list out the names of Stenographers equal to three times of the actual requirement. The Stenographers shall be rotated so that they are familiar with the services and new personnel are not brought all of a sudden for performance of services.
- c) The services rendered by the Second Party under this Agreement shall be under close co-ordination and guidance/instruction of the First Party. Second Party shall frame appropriate procedure for taking immediate action as may be advised by the First Party from time to time.
- d) The Second Party shall decide the Modus Operandi as to engage Stenographers by it for rendering proper and efficient stenographic and to conform to its prescribed standards.
- e) The Second Party shall be responsible for the proper behavior of the Stenographers deployed and shall exercise proper control over them so that their activities shall not in any way be detrimental of the First Party. The Second Party shall have to replace any of the Stenographers within 24 hours if desired so by the First Party or his authorized representatives.
- f) The First Party reserves the right to order any stenographers of the Second Party to leave its premises if his/her presence at any time is felt undesirable.

6. DISCIPLINE

- a) The Second Party shall issue identity cards on its own name and trading style, to its personnel deputed for rendering the said services, which at First Party's option, would be subject to verification at any time. The First Party may refuse the entry into its premises to any stenographers of the Second Party not bearing such identity card.
- b) No stenographers of the Second Party shall leave the premises where they have been deployed without the permission of the First Party.
- c) It is understood between the parties hereto that the Second Party alone shall have the right to take disciplinary action against any stenographers engaged/employed by it, while no right shall vest in any such stenographers to raise any dispute and/or claim whatsoever against the first Party. First Party shall under no circumstances be deemed or treated as the Employer in respect

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of stenographers engaged/employed by the Second Party for any purpose, whatsoever, nor would First Party be liable for any claim(s) whatsoever, of any such operators.

## 7. NATURE OF AGREEMENT

The parties hereto have considered, agreed to and have clear understanding on the following aspects:

- a) This agreement is for providing the aforementioned stenographic services for items of work/jobs. It is clearly understood by the Second Party that the persons employed by the Second Party for providing the services as mentioned herein, shall at no point of time be said or deemed to be in the employment of the First Party and shall be the employees of the Second Party only and not of the first party. The stenographers engaged by the Second Party shall have accordingly no claim or right of employment, right of absorption/regularization or any concession or relaxations for the same etc. with the First Party. The number of stenographers to be employed and the individual person to be employed for providing the said services shall be decided by the Second party who shall be liable to make timely payment to its said employees towards their monthly wages/salaries and other dues like PF/ESI/EPF, minimum wages, gratuity etc.
- b) First Party shall not be liable for any obligations and/or responsibilities contractual, legal or otherwise, towards the Second Party's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.
- c) The employees/personnel of Second Party rendering the services under this Agreement shall never be deemed to be the employees of First Party in any manner whatsoever and shall not be entitled from the First Party for employment, salary/wages, damages, compensation or anything arising from their deployment by Second Party for rendering the said services.

## 8. STATUTORY COMPLIANCES

- a) Second Party shall obtain all registration(s)/permissions(s)/license(s) etc. which are/may be required under any labour or other legislations for providing the services under this Agreement.
- b) It shall be the Second Party's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with




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regard to the provisions of the service under this Agreement. The Second Party indemnifies and shall always keep First Party indemnified against all losses, damages, claims/actions taken against First Party by any Authority/Office in this regard.

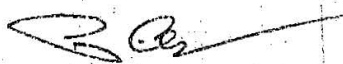
- c) The Second Party undertakes to always comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolishment) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Second Party shall further observe and comply with all Govt. laws concerning employment of staff employed by the Second Party and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Second party is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirements of law.
- d) Nothing contained in this Agreement shall be construed as establishing, creating or implied between the Parties (including the Personnels engaged by the Second Party), a relationship of master and servant or principal and agent.
- e) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any automatic absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the service provider (the Second Party) for any engagement, service or employment in any capacity in any office or establishment of the First Party.
- f) The Second Party declares and agrees that this Agreement does not amount to employment with the First Party nor confer any right on the Second Party or its engaged Personnels, nor any representation by the First Party as to the possibility or preference in employment at any time in future in respect of Personnels of the Second Party in any office/establishment of the First Party.
- g) The Second Party shall at all time indemnify the First party/the Government against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Second Party's employees, Personnels or agents or by any other Third Party resulting from or by any services rendered or operation conducted by or on behalf of the Second Party.
- h) The Second Party shall notify the First Party/the Government of any material change in their status, shareholding or that of any Guarantor of the Second Party in particular, where such change would impact on performance of obligations under this Agreement.

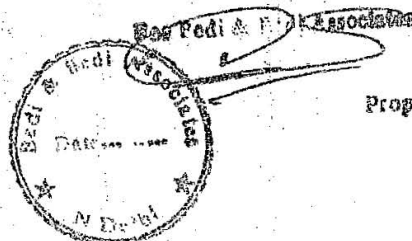


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## INDEMNIFICATION

- a) The Second Party shall always, at its own expenses, make good any loss or damages suffered by the first Party as a result of the acts of commission or omission, negligently or otherwise of its stenographers while providing the said services at any of the premises of the first party or otherwise.
- b) The Second Party shall at all times indemnify and keep indemnified the first Party against any claim on account of disability/death of any of its stenographers caused while providing the services within/outside the premises of the First Party which may be made under Workmen's Compensation Act, 1923 or any other Act or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any stenographers of the Second Party or in respect of any claim, damage, or compensation under Labour laws or rules made there under by any stenographers whether in the employment of the Second Party or not who provided or provides the services at the place of the First Party or any other premises of the First Party as provided hereinbefore.
- c) The Second Party shall at all times indemnify and keep indemnified the first Party against any claim by any third party for any injury, damage, to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel/stenographers during the hours of providing the services at the First Party's premises or before and after that.
- d) That, if at any time, during the operation of this Agreement on thereafter the First Party is made liable in any manner whatsoever by any order, direction or otherwise of any court, Authority or Tribunal, to pay any amount whatsoever in respect of or to any of the present or ex-personnel of the Second Party or to any third party in any event not restricted but including as mentioned in sub-clauses no. (a), (b) and (c) herein above, the Second Party shall immediately indemnify and pay to the First Party all such amounts and costs also and in all such cases/events the opinion of the First Party shall be final and binding upon the Second Party. The First Party shall be entitled to deduct any such amounts as aforesaid, from the Security Deposit and/or from any pending bills of the Second Party.





10. LIABILITIES AND REMEDIES

In the event of failure of the Second Party to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the First Party shall be entitled to procure services from other sources at the risks and cost of Second Party and the Second Party shall be liable to pay forthwith to the First Party the difference of payments made to such other sources, besides agreed pre estimated liquidated damages at double the rate of payment.

11. LOSSES SUFFERED/CAUSED BY SECOND PARTY

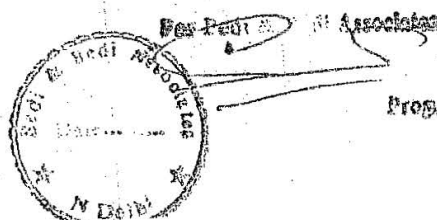
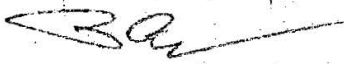
- a) The Second Party shall not claim any losses, damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, defaults or error in judgement on part of itself and/or its stenographers in rendering or non-rendering the services under this Agreement.
- b) Any loss/damage to the property of the First Party due to negligence of the stenographers shall have to be borne by the Second Party.

12. TERM

This Agreement shall be effective for a period of 01..... months w.e.f.....up to .....and can be considered to be extended further for such period and on such terms and conditions as may be deemed fit and proper by the First Party.

13. TERMINATION

- a) Either party can terminate this Agreement by giving three months written notice to the other without assigning any reason and without payment of any compensation thereof. However, the First party shall give only seven days notice for the termination of this agreement to the Second Party when there is a major default in the compliance of the terms and conditions of this Agreement or the Second Party has failed to comply with its statutory obligations. Decision of the First Party in this regard shall be final.
- b) If Second Party commits breach of any covenant or any clause of this Agreement, First Party may send a written notice to the Second Party to rectify the breach within the time limit specified in the notice. In the event Second Party fails to rectify the breach within the stipulated time, the Agreement shall forthwith stand terminated and



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Second Party shall be liable to the First Party for losses or damages on account of such breach.

#### 14. ASSIGNMENT OF AGREEMENTS

This Agreement is executed on the basis of the Current management structure of the Second Party. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the First Party shall be a ground for termination of this Agreement forthwith.

#### 15. COMPOSITION AND ADDRESS OF SECOND PARTY

- a) The Second Party shall furnish to the First Party all relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Second Party and proof of its registration with the concerned Govt. Authorities required for running such a business of the Second Party.
- b) That the Second Party shall always inform the First Party within 30 days in writing, about any change in its address or the names and addresses of its key personnel. Further, the Second Party shall not change its ownership without the prior approval of the First Party.

#### 16. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

FIRST PARTY  
MINISTRY OF LABOUR & EMPLOYMENT  
SHRAM SHAKTI BHAWAN  
RAJ MARG  
NEW DELHI 110001

SECOND PARTY  
TO BE SELECTED

#### 17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Second Party may have access to confidential information of First Party and it undertakes that it shall not, without the First Party's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make





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use of such information. This clause shall survive the period of five years from the date of expiry of this Agreement or earlier termination thereof.

**18. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties and supercedes all previous or other writings and understandings, oral or written and further any modifications to this Agreement. If required, shall only be made in writing.

**19. AMENDMENT/MODIFICATION**

The parties can amend this Agreement at any time, However, such amendment shall be effective only when it is reduced in writing & signed by the authorized representatives of both parties hereto.

**20. CAPTIONS**

The various Captions used in this Agreement are for Organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the Text, the Text shall prevail.

**21. WAIVER**

At any time any indulgence or concession granted by the First Party shall not alter or invalidate this Agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concessions shall have been granted. Further, the failure of the First Party to enforce at any time, any of the Provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Second Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement nor in any way affect the validity of this Agreement or any part thereof or the right of the first party enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

**22. FORCE MAJEURE**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, Civil commotion, strike, acts of terrorism, labour disputes and governmental or public authorities demands or requirements.



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23. DISPUTE RESOLUTION

This Agreement shall be deemed to have been made/executed at Delhi for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs, Govt. of India. The award given by the Arbitrator shall be final and binding on the parties. The venue for Arbitration shall be in NEW DELHI.

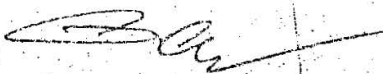
24. GOVERNING LAW/JURISDICTION


The applicable law governing this Agreement shall be the laws of India and subject to the provisions of clause 23 above and the Courts of Delhi shall have the exclusive jurisdiction to try and dispute with this Agreement.

25. TWO COUNTERPARTS

This Agreement is made in Duplicate. The Second Party shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions motioned above, In the event of commencement of work order against this Agreement without prior submission of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE FIRST PARTY AND THE SECOND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

  
SIGNED, SEALED AND DELIVERED  
DELIVERED  
FOR & ON BEHALF OF PRESIDENT  
OF INDIA

  
SIGNED, SEALED AND  
FOR & ON BEHALF OF



~~GOVT. OF INDIA.~~  
MINISTRY OF LABOUR AND EMPLOYMENT,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
GUWAHATI.

AGREEMENT.

The Presiding Officer,  
CGIT-Cum-Labour Court, Guwahati,  
For and on behalf of the President of India.

....1<sup>st</sup> Party

-AND-

M/S N.E. Industries & Tea Garden Security Services  
Society, Guwahati, Opp. Irrigation Deptt. Pub  
Sarania, 1<sup>st</sup> Bye-Lane, Chandmari, Guwahati-781003.

....2<sup>nd</sup> Party/Contractor.

This agreement is made between the Presiding Officer, CGIT-Cum-Labour Court, ~~Guwahati~~, for and on behalf of the President of India, hereinafter referred to as the Government -AND- ~~M/S N.E. Industries & Tea Garden Security Services Society, Opp. Irrigation Deptt. Pub Sarania, 1<sup>st</sup> Bye-Lane, Chandmari, Guwahati-781003~~, hereinafter referred to as the Contractor to engage persons from out source Agency to this office on the following terms and conditions:-

1. That, the Contractor will provide four (4) persons to carry out the works on casual term basis the supportive works to be performed which are explained to the Contractor and Contractor also agreed to supervise the works.
2. That, these persons so engaged always be treated as employees of the Contractor and they shall have no claim for temporary status or any other status regularization in the government concerned.
3. Nothing contained in the Agreement shall be construed as establishing, creating or implied between the Parties (including the Security and other Personnels engaged by the Contractor), a relationship of master and servant or principal and agent.
4. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any automatic

absorption, regularization, continued engagement or concession or preference for employment of Security or other persons engaged by the service provider for any engagement, service or employment in any capacity in the CGIT, Guwahati.

5. The Contractor declares and agrees that this Agreement does not amount to employment with the Government nor confer any right on the Society or its engaged Security and other Personnels, nor any representation by the Government as to the possibility or preference in employment at any time in future in respect of Security and other Personnels of the Society in the CGIT, Guwahati.

6. That these engaged persons will be held responsible in case of any theft or damage to the property of this office if it is caused by these engaged persons whether directly or indirectly. It will be the duty of the contractor to ensure that these engaged persons perform their official duty punctually, sincerely and honestly, if such misdeed is done by the such engaged persons owing to the negligence of the Contractor, the contractor will also be liable.

7. That, these engaged persons will be paid Rs.2700/- (Rupees-two thousand seven hundred) only per month per head including Rs.140/- as E.P.F., Rs.50/- as E.S.I., Rs.50/- as Admn. Charge, and Rs.150/- as Uniform. Besides that the Contractor will be paid @ 12.24% i.e. Rs.330/- as Central Excise Tax, which is excluded Rs.2700/-.

8. The amount so fixed may be modified on lawful ground if necessity arises.

9. That, the contractor will provide two pairs of standard uniform and two pairs of shoes to these engaged persons for the year i.e. one for the summer season and other for the winter season. The summer uniform will consist of one cotton pant, one cotton shirt and one pair of

summer shoes. The winter dress will consist of one woolen pant, one woolen shirt, one woolen sweater and one pair of winter shoes. The Contractor is also obliged to provide an umbrella in the rainy season to each of these engaged persons.

10. That, the contractor will present the wage bill of these engaged persons before 10<sup>th</sup> of every month in arrears/advance in respect of preceding/succeeding month and payment will be made to him vide Bank Draft within the 1<sup>st</sup> week of the following month subject to the receiving the same from the Ministry.

11. That, the contractor will open an account having a cash flow of minimum Rs.25,000/- (Rupees twenty five thousand) only in any Nationalized Bank to ensure that timely payment of wages is made to these engaged persons.

12. That, the contractor will disburse the wages of the month to these persons on the 1<sup>st</sup> week of the following month irrespectively of the event that he collected the Draft from the office or not.

13. That, the contractor shall maintain a wages register giving detail about the wages of these engaged persons and pay wages to these engaged persons after obtaining their signatures on revenue stamp before the Presiding Officer or Secretary. The Contractor shall disburse the wages in presence of the Presiding Officer or Secretary and there after the Lump sum Draft on wages will be issued to the Contractor.

14. The Contractor will be liable for the observation and implementation of the statutory conditions or requirements of Labour Laws as applicable to his persons.

15. That, the Presiding Officer reserved the right to annul this contract if he smells any embezzlement with regard to payment of wages, to these engaged persons.

16. That, the contractor is obliged to provide suitable alternative

persons in case any body of these engaged persons go on leave/absents.

17. That, in case the Presiding Officer finds any of these engaged person to be negligent, incompetent having doubtful integrity and/or mischievous character, the contractor will be bound to replace any of these engaged persons on the recommendation of the Presiding Officer. The Presiding Officer also reserved the right to recommend the contractor to replace any of these engaged persons incapacitated to discharge his duties owing to prolonged illness etc. These recommendations will be binding to the contractor.

18. The normal duty hours of these engaged persons will be from 9 A.M. to 5.30 P.M.

As agreed the contract is hereby awarded to the contractor, ~~M/S~~  
N.E. Industries & Tea Garden Security Services Society, Guwahati.

This Agreement will come into force w. e. f ~~1<sup>st</sup> day of March 2007~~  
for a period of 1 (one) year or till the day it is abrogated by the Presiding officer,  
CGIT-Cum-Labour Court, Guwahati.

Place :- Guwahati.

Date:- 02/02/07

*H.A. Hazarika*

02/02/07

(H.A. Hazarika),  
Presiding Officer,  
CGIT-Cum-Labour Court, Guwahati.  
H.C. Road, Jorupukhuri par,  
Uzanbazar, Guwahati-1.

For and on behalf of the President of India.

I swear to abide myself by all the clauses mentioned above in  
letter and spirit and accepted the contract.

*R. N. S. S. S.*  
GENERAL MANAGER  
N.E. INDUSTRIES & T GARDENS  
SECURITY SERVICES SOCIETY (REGD)  
GUWAHATI

M/S N.E. Industries & Tea  
Garden Security Services Society.  
Opp. Irrigation Deptt. Pub Sarania, 1<sup>st</sup> Bye-Lane,