

AGREEMENT

Date of Agreement :

Place of Agreement :

Date of Effectiveness :

BETWEEN

Directorate, Training and Employment, Uttar Pradesh

AND

..... (Name of SECOND PARTY to be mentioned)

For providing the services of Skill workforce/Technicians to the clients as per their requirement on payment.

THIS deed of AGREEMENT is made on the day of the month of the year as mentioned above between the Directorate, Training and Employment, Uttar Pradesh herein after called as **First Party** through the authorized and competent signatory/signatories on its behalf.

And

The.....(Name of The **SECOND PARTY** to be mentioned) represented through..... (Hereinafter called the “Service Provider”) which expression shall unless repugnant to the context thereof shall mean and include its successors, heirs, assigns, representative of SECOND PARTY .

NOW THIS AGREEMENT is entered by and between the parties hereto for providing customer services to the citizens of Uttar Pradesh on the terms, conditions and stipulations as set forth hereunder:

And whereas The reference **SECOND PARTY** is empaneled for providing the services of the Skill workforce/Technicians as per request and requirement of the clients initially for a period ofyears. further extendable for a period mutually decided by the executants on the terms, conditions and stipulations set forth hereunder:

That the contract shall come into force and effect on the date as mentioned above.

Responsibilities of the FIRST PARTY-

1. The First Party would provide the access of its Sewa Mitra Portal to the Second Party. The salient features of the Sewa Mitra Portal are stated as below:-
 - Sewa Mitra is an integrated portal developed and owned by the Directorate, Training and Employment, Uttar Pradesh. It has both static and dynamic features complementary to each other. The salient features of the portal are expounded as below:-

The portal works as an aggregator to provide home/office based services where the service providers can register themselves to list their services and the users can see the entire folio of service, schedule an appointment, avail services and pay the amount as listed against the services offered. The Web/Mobile app will provide Service providers a highly functional and interactive on-demand platform for home services, offering various features to improve their profits and margins. The app will provide an interface to end users for easy service request submission, response tracking, payment options and feedback of the total experience.
2. The First Party would manage and operate a call center at its headquarters at Lucknow to facilitate the customers registering their requests. The request would then be forwarded to the Service Providers at the location of the customer.

Responsibilities of the SECOND PARTY-

1. The SECOND PARTY shall provide the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe the necessary protocol with respect to the instant agreement.
2. The SECOND PARTY shall always act, in respect of any matter relating to this Contract or to the Services to the Client and the First Party, and shall at all-time promote and safeguard the Client and the First Party legitimate interests in any dealings with Third Parties.
3. That SECOND PARTY shall hold the Client and the First Party interests paramount and strictly avoid conflict of interest with other assignments. If during the period of this contract, a conflict of interest arises for any reasons, SECOND PARTY shall promptly disclose the same to the First Party and seek its instructions.
4. That except with the prior written consent of the First Party, SECOND PARTY and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract, nor shall SECOND PARTY and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
5. That the SECOND PARTY would be responsible for ensuring the services of requisite skilled Technicians and their empanelment on its roll to attend the request and calls of the clients in a minimum period of time.
6. That the SECOND PARTY would be eligible to charge the predetermined amount for providing the services of the skilled workforce/technicians to the clients as per their request, of which 10% would go to the FIRST PARTY as Platform usage fees.
7. The empanelled agencies would be provided digital assets (login id) to have access of the Sewa Mitra Portal.
8. The Service Provider/Participating Agency would be required to upload the details of the sectors/ job rolls it proposes to provide services of skilled technicians in, to the customers on the portal together with their charges.
9. The Service Providers/Participating Agencies would be required to provide the services of skilled technicians only. The due certification of skills of the concerned technician by the designated body would be mandatory.

10. All the certified technicians would have to undergo police verification to ascertain their antecedents and integrity. The police verification would have to be ensured by the service provider.
11. The Sewa Mitra Portal would provide 2 - way facilitation to the customers i.e. for booking the services for a particular job with the bidder and rating the quality of services of the technician.
12. The service status would remain open for the service until the user records its feedback for that particular service. A user can have only three open services at any given point. Unless the user provide its feedback or rating and closes the job work, he/she would not be eligible to ask for another service for any job whatsoever.
13. The service provider would be required to ensure that the services for the requisite job is made available to the client within the specific time frame from the receipt of the call/message, failing which the requisite would move to the other service provider.
14. The service provider would be empanelled district wise and their details would be displayed on the above portal in seriatum.
15. The service provider would be assumed to have offices of contact in each district where a personnel may be deployed to attend the requests of the clients and ensure the service of the skilled manpower.
16. The clients would have facilities to book the services of a technician for a particular job with the service provider through any of the following modes-
 - a) By using mobile application
 - b) By registering requests through call center
 - c) By using Sewa Mitra Portal
17. If the service is booked by the client through the portal and the payment is also made online by him/her, the same would be reflected on the portal but held back temporarily till the time the client reports the service satisfactory. The amount paid by the client would then be credited in the account/ of the service provider, after deducting platform usage fees.
18. The Service Provider should promote online payment from clients by offering reasonable online discounts in their quoted standard rates for services. In case if 'COD'(Cash on Delivery) is opted by the customer for payment of services, the onus of taking payment from the client would be on the service provider.
19. The Service Provider would be required to maintain an online wallet of minimum Rs. 2,000/- However the preferable balance would be Rs. 10,000/- to ensure that the services remain continued and not impeded due to insufficient funds in the wallet.
20. The Second Party do hereby consents to be abide by any addendum, modification, revision, replacement of repealing of any provision of that instant agreement made by the First Party through any notice circular, order or other official mode of communication and the same would be deemed to be integral part of the agreement and would come into effect from the date of issuance or any other date so specified in the given circular or order.

21. Prohibitive

21.1 Disclosure and Confidentiality

- 21.1.1 The second party would be under obligation not to share or disclose any information or content of any document including correspondences that it obtains, collects or are provided in the interest of the agreement to any third party or person not associated with this agreement without prior and written permission of the first party.
Disclosure or sharing of any information to any unauthorized or unwarranted person or party would amount to breach of agreement and may cause termination of the agreement.
- 21.1.2 The second party avers that except for the purpose of pertaining the responsibilities of the contract shall not make use of any information or document concerning the assignment, covering the scope of the agreement anywhere without prior written consent of the first party.
- 21.1.3 That the second party agrees to accept that all documents/digital assets relating to this agreement shall be considered to be the property of the first party and shall be returned to the first party at the time of maturity/cessation of the agreement.

22 Indemnification

- 22.1 The second party at its own expense will defend and indemnify the first party against all third party claims of infringement of intellectual property rights including patents, trademarks, copyright, trade secrets or industrial design rights etc. owing from the use of products or any part thereof to perform under the contract.
- 22.2 That the second party shall expeditiously extinguish any such claim and shall have full rights to defend itself/these from. If the first party is required to pay compensation to the third party resulting from such infringement, the second party shall be fully responsible thereof, including all expenses i.e. court and legal fees.

The general conditions of the contract, the Articles and the Annexure attached to this agreement shall be read and construed as forming part of the agreement and the parties hereto respectively abide by and submit themselves to the condition and perform the agreement on their parts respectively in such conditions contained.

23. Registration

No minimum turnover or manpower is required in first year of empanelment and shall be reviewed after one year based on quality of service provided to client and other criteria.

S.No.	Class of Service Provider	Registration/ Renewal Fee	Initial registration valid for
1	A	Rs. 10,000.00 (Rupees Ten Thousand only)	3 years
2	B	Rs. 5,000.00 (Rupees Five Thousand only)	3 years
3	C	NIL	1 year
4	D		

Any service provider may be suspended for days/months if customer rating is not up to mark as per half-yearly review by the First Party.

Service Provider can be debarred anytime if found guilty of cheating, forgery, serious misbehavior, providing uncertified skilled resource or not complying to any clause of the RFE or any direction/order issued by the Directorate, Training and Employment, Uttar Pradesh from time to time.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by:

Signed by:

For and on behalf of
[Directorate, Training and Employment,
Uttar Pradesh / First Party]
[Authorized Officer]

[Service Provider/ Second Party]
[Authorized Representative]

(Witnesses)

(Witnesses)

(i) _____

(i) _____

(ii) _____

(ii) _____

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE-1

1.1 Definitions of terms:

In this contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned of them except where the context require otherwise:

- a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- b) “Service Provider” means the agency which is shortlisted for empanelment against the RFE released to the similar effect on dtd 14.01.2021 for providing the services of skilled workforce/technicians to the clients on their demand on predetermined wages in the districts and for the jobs as indicated in Article-2 (special conditions of contract).
- c) “Contract” shall mean the agreement between the Deptt. of Labour and Employment and the concerned Service Provider, duly signed by the parties to the agreement through their authorized representative, for the execution of the work as prescribed in the scope of work of this document and all terms and conditions mentioned hereinafter.
- d) “Day” means calendar day.
- e) “Effective Date” means the date on which this Contract comes into force.
- f) “GC” mean the General Conditions of Contract.
- g) “Government” means the Government of Uttar Pradesh.
- h) “Services” means the services to be provided by the Second Party to the clients on the terms of instant Contract.
- i) “Third Party” means any person or entity other than the “Executing Parties of the instant Contract”.
- j) “In writing” means communicated in written form with proof of receipt.
- k) “Empanelment” means the signing of the Contract between the “Executing Parties of the instant Contract”.

1.2. Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

1.3. Expiration of Contract: Unless terminated in pursuance of the provisions contained in this agreement hereunder, the currency of the contract would be initially of 3 years, with a provision of extension for a period as mutually decided and agreed upon by the executing parties.

1.4. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Concern Parties may be taken or executed by the officials as specified hereunder:

- Directorate, Training and Employment, UP designated as First Party
- Official in whose name “Power of Attorney” has been entrusted by the Second Party (as submitted in the proposal)

1.5. Relationship between the Parties: Nothing contained herein shall be construed as

establishing a relationship of master and servant or of principal and agent as between the executing parties. The Service provider subject to this Contract, would be fully responsible for the Services performed by the technicians to the clients on its behalf.

1.6. Notices:

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the Contract.
- (b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Contract.

1.7. Location: The Services shall be provided by the Second Party in the Districts and Jobs as indicated in Article-2 of the contract in the State of Uttar Pradesh.

1.8. Taxes and Duties: The Service Provider shall responsible for meeting all tax liabilities arising out of the Contract.

1.9. Fraud and Corruption

Definitions: The Service Provider would be obligated to observe the highest standard of ethics during the execution of the Contract. In pursuance thereof and for the purpose of this provision, the following terms with their implications would define the nature of liability:-

- (i) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (iv) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among organizations with the objective of restricting or manipulating a full and fair competition in the selection process or the execution of a contract.

2. Force Majeure

2.1 Definition –

a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the

Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents, employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

2.2 No Breach of Agreement: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.3 Measures to be taken:

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.4. Extension of Time: Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be deemed as suo moto extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3. TERMINATION

3.1. Termination for Default: The First Party may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the Second Party, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the Second Party to rectify the breach):

(a) The agreement would be subject to immediate termination if it is discovered at any stage that the Second Party has been furnishing false claims or providing misleading information with respect to securing empanelment under this agreement.

(b) Any document, information, data or statement submitted by the Second Party in its Proposals, based on which the Second Party was considered eligible or successful, is found to be false, incorrect or misleading.

(c) However, if the First Party after conducting an enquiry following due procedures and offering opportunity to the Second Party for explaining its conduct/citing its version, is conclusively found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices proven and unambiguously corroborated by facts and records in competing for or in

executing the agreement by the client, the agreement would be terminated with immediate effect. No prior notice would be required in such matters.

(d) If the Second Party commits breach of any condition of the Agreement.

(e) If the Second Party gets de-empanelled at any stage during the course of the Agreement.

(f) If The First Party decides to terminate the Agreement on account of default of the Second Party i.e. proven misconduct or material breach of the contract either in whole or in part, the Performance Guarantee submitted by the First Party would be subject to forfeiture.

3.2. Termination for Insolvency: The First Party may at any time terminate the Agreement by giving a written notice of at least 30 days to the Second Party, if the Second Party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Second Party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

3.3 Termination for Convenience – The First Party, by a written notice of at least 30 days sent to the Second Party, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for the Client’s convenience, the extent to which performance of the Second Party under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the Second Party may be appropriately compensated on mutually agreed terms for the loss incurred by the Agreement, if any, due to such termination.

3.4. Limitation of Liability- In no event shall first party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits) to the customer. The Second Party catering to the customer , would be held responsible for any damage caused to the customers due to consequential, incidental, indirect, or punitive loss and expenses if , proved .

3.5 Termination by the Service Provider - The Second Party may, by not less than thirty (30) days’ written notice to the First Party ,after settling its accounts with liabilities ,if any ..

3.6 Cessation of Rights and Obligations and Services: Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

- a) such rights and obligations as may have accrued on the date of termination or expiration,
- b) the obligation of confidentiality set forth in RFP,

Upon termination of this Agreement by notice of either Party to the other Party, the Second Party shall immediately upon dispatch or receipt of such notice through registered post, through the signature of competent and designated authority, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

4. FAIRNESS AND GOOD FAITH

4.1. Good Faith: The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

4.2. Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

ARTICLE-2

1. Description of Services

1.1 The Second Party would be required to provide the services of workforce/technicians to the customers as per their requests on predetermined remuneration on the terms and conditions set forth earlier in the contract at the locations and the jobs specified herein.

1.2 Architecture of Service Delivery

- The Customer may opt the following alternatives for booking a service and receiving the requisite skilled technician through the service provider:-

Access Mechanism: Users can access the services through following medium

- a. Web Portal.
- b. Mobile application which can be downloaded from playstore.
- c. Call center interface- users can call at the dedicated call center which shall work from 09:30 AM to 6 PM on working days accept holidays and weekoffs.

Service booking mechanism: User can opt for either of following services:

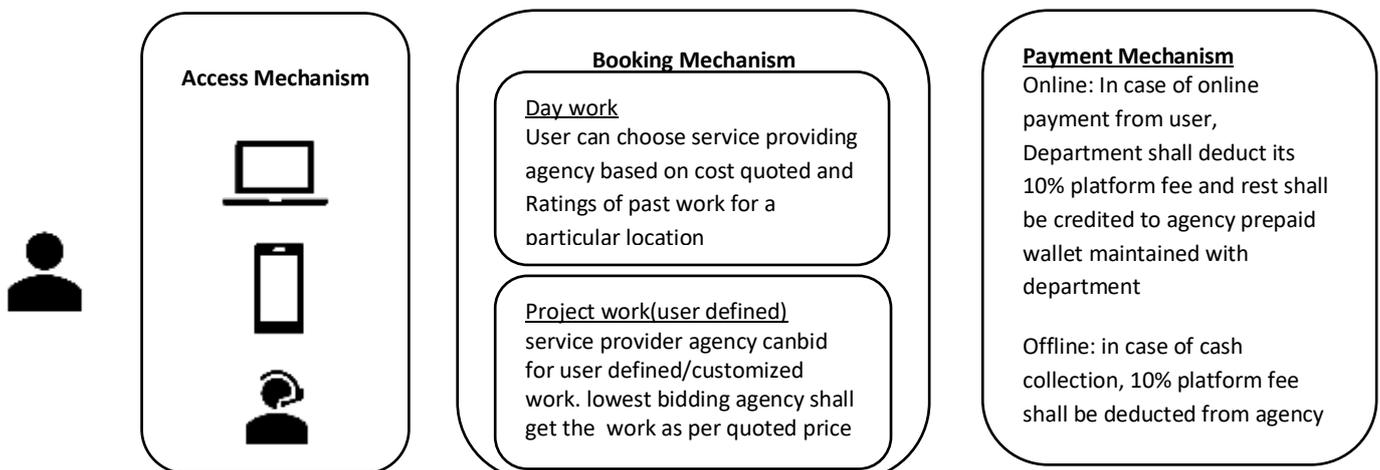
- a. Day work

User can choose service providing agency based on cost quoted and Ratings of past work for a particular location.

- b. Project work (user defined)

service provider agency can bid for user defined/customized work. lowest bidding agency shall get the work as per quoted price

Booking mechanism through Call center: call center agents shall assign the work to agency having best score. Score shall be calculated based on Rate quoted and Ratings each having 50% weightage



Service Fulfillment

Services shall be closed from user end only through submission of OTP and payment.

Payment Mechanism

- Online: In case of online payment from user, Department shall deduct its 10% platform fee and rest shall be credited to agency prepaid wallet maintained with department
- Offline: in case of cash collection, 10% platform fee shall be deducted from agency wallet after service fulfillment

Application process flow on Sewa Mitra Portal

- a. The eligible service provider agencies can list their services as per location and their rates on the portal
- b. User can search list of service providers in vicinity
- c. As per the request received from any user location, the Application platform shall display list of all the service providers who are providing the requisitioned service, their price tag and ratings and other concerned information that help users to identify right service provider.
- d. User shall select service provider for the desired service and schedule an appointment.
- e. Application platform shall notify the service providers about service request, location, user rating and scheduled visit time
- f. The confirmation message would be auto generated and flow to the user account once request registered .
- g. Service agent from provider agency shall visit the user at scheduled time and complete the service
- h. End user shall have option to pay the charge online through Major wallets, debit/credit cards, UPI etc or cash.
- i. It will complete the service lifecycle. Tracking and messaging at various level shall also be there
- j. End user may also provide feedback at the end of service. It will reflect on agencies rating on real time. Feedback shall have an impact on listing feature. Good rating shall find place above not-so-good ratings
- k. Escrow account would be the mode for payments for Project works.

2. Locational details with services offered by the Second Party-

The Second Party agrees to provide the services of skilled workforce of the technicians in the districts and the jobs as indicated hereunder.

S.No.	Location	Services Offered	Availability of Technicians in numbers

3. Deliverables and Timelines

The Service Provider would be required to provide the services of the require technicians within minimum possible time which it would convey to the customer while receiving the call and would do its best to adhere the given timeline. The Second Party would also be accountable for delivery of quality services to the customers as per their requirement and to their satisfaction. The customer would be required to grade the quality of service which would be considered for continuance of empanelment of the concern service provider.

4. SAFETY REGULATIONS

In respect of all the technicians engaged by the Service Provider directly or indirectly involved to discharge the responsibilities arisen of this agreement, the Service provider shall at his own expenses arrange for all the safety provisions as per the applicable laws in force.

5. Interpretation

- a. Any waiver of a Party's rights, powers or remedies under the agreement must be in writing, dated and signed by an authorize representative of the party granting such waiver and must specify the right and the extent to which it is being waived.
- b. Subject to the conditions of the above clause, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the agreement or the granting of time by either parties to the other shall prejudice, affect or restrict the right of that party under the agreement, neither shall any waiver by either party of any breach of agreement operate as waiver of any subsequent or continuing breach of agreement.
- c. Severability: If any provision or condition of the agreement is prohibited or rendered invalid or unenforceable, such prohibitions, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the agreement

6. Governing Law

The Agreement shall be governed by and interpreted in accordance with the laws of the Uttar Pradesh State/ The Country (India).

7. Settlement of Disputes

During the course of operation there may be grievances with regard to quality of service or payments in lieu of the services between the service provider and the clients. In order to redress the grievances, following mechanism is conceived:

- Both the client and the service provider would have the option to register their grievance either on the portal or through the call centre within 48 hours of the incidence of the grievance with necessary proof to establish the veracity of the grievance.

- The District Employment Office of the concerned district would resolve the dispute after considering all the relevant facts, proofs and situational occurrences. The award of the District Employment office would be binding upon all the concern parties including the complainant and the party, whom the complaint is made against.
- During the period of resolution of dispute the amount if paid in advance by the client, the same would be held back and be appropriated as per the award of the designated authority. In case the client wins the award, the amount paid by him/her would be refunded to the complainant in his/her bank account.

In case the quality of service is found to be unsatisfactory, the service provider would be liable to send another technician to rectify the defects to the satisfaction of the client.

8. Redressal of Grivances-

Amicable settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, the Parties may go for arbitration within next 30 days if the reconciliation efforts do not materialize.

Arbitration:

a) In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by the Additional Chief Secretary/ Principle Secretary/ Secretary (as the case may be) of the Department of Labour, Government of UP who will act a sole arbitrator to resolve such a dispute. Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow and following are agreed.

b) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by:

Signed by:

For and on behalf of
[Directorate, Training and Employment,
Uttar Pradesh / First Party]
[Authorized Officer]

[Service Provider/ Second Party]
[Authorized Representative]

(Witnesses)

(Witnesses)

(i) _____

(i) _____

(ii) _____

(ii) _____