AGREEMENT

This AGREEMENT is made on this 18th December, 2009, BETWEEN THE PRESIDENT OF INDIA through the DIRECTOR OF EDUCATION, GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI (hereinafter referred to as "Department") AND M/S Intelligent Communication Systems India Ltd., A Subsidiary of M/S DS11DC, DS11DC Administrative Block, 1st Floor C Block, Okhla Industrial Area, Phase-I New Delhi-110020, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors (hereinafter referred to as "the Contractor Company).

WHEREAS Directorate of Education is desirous of assigning WORK OF PROVIDING qualified Computer staff in 727 schools under the Directorate of Education to the Company.
AND WHEREAS the Contractor Company had submitted proposal for the said work to the Department,

AND WHEREAS the Department has accepted the proposal of the Contractor Company for the execution of the said work and the Contractor Company is willing to undertake the said work on Contract rates and the terms & conditions hereinafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

The Job, Terms & Conditions of the Contract and financial liabilities are as under:

1. The contractor shall provide three full-time qualified computer staff in each senior secondary school at his own risk and cost. At least one staff having the qualifications as follows:

   Master's degree preferably in Commerce/Science with at least 1 year Post Graduate Diploma in Computer Applications OR Master's degree in Computer Applications (M.C.A.) OR Master's degree in Science (Computer Science) or Bachelors degree in Computer Engineering as prescribed/recommended by CBSE will be designated as senior teacher. This teacher must possess an experience of at least 3 years in the field of Computer Education.

2. The other two full-time teachers will be designated as junior teacher who will be at least Graduates having at least one year Diploma in Computer Education from recognized institutions OR B.C.A. with minimum 2 years experience in delivering Computer Education.

3. Two junior staff having the qualifications as prescribed above shall be provided by the contractor in each Secondary School and 01 Junior Staff having the qualifications as prescribed above in each middle school.

4. The number of computer staff in any school can be changed at any time by the Directorate of Education and accordingly the payment to the contractor would be made only for the working staff. No payment shall be made for the computer staff for the period of absence/leave.

5. The Head of respective school shall verify the requisite qualification of the computer staff at the time of joining in the school. No staff without requisite qualifications shall be allowed to join. Apart from this any person authorized by Director of Education can ask the contractor to satisfy itself about the educational and other qualifications of the teachers employed by the contractor and to remove unqualified teachers. The teachers employed...
by the agency shall be answerable to the Head of the School for administrative purposes like marking attendance, change of classes, etc.

6. No computer staff should work in both shifts or in two schools simultaneously under any circumstances. If any teacher is found to work simultaneously in two shifts/schools, he/she shall be treated absent for both shifts/schools.

7. The medium of instruction shall be both Hindi and English.

8. The contractor shall ensure the payment of minimum salary of Rs.7,500/- per month to the Junior Staff and Rs.10,000/- per month to the Senior Staff or as per the minimum wages act, which ever is higher. The Director of Education or any person authorized by him can ask for the relevant documents to ensure the compliance of this clause from the contractor. In case of default punitive action shall be taken against the contractor to the extent of blacklisting the contractor agency.

9. The contractor shall ensure that the computer staff attends the school regularly and a substitute is provided in his/her absence. If the computer staff provided by the contractor remains absent from the school and no qualified substitute is provided by the contractor, a penalty of Rs.400/- per day per school for absence of Sr. Computer Teacher and Rs.300/- per day per school for Jr. Computer Teacher respectively will be levied against the contractor. In such cases not only the penalty will be imposed but also no payment shall be made for the period of absence. If the substitute provided by the agency works for 05 days continuously, it will be treated as a New/Changed Computer Staff. In such cases, payment for the new staff shall be made from the actual date of his/her joining in the school. However, concerned HOS shall inform the agency via mail upto 10 A.M. (Morning Shift) and upto 3 P.M. (Afternoon shift) about the absence of the computer staff. Such penalty shall be made out of the wages/salaries while processing the payments.

10. In case of more than one change of one computer staff in a school within a year will attract a penalty of Rs.5,000/- per change (that is 2nd change and
any change thereafter of one computer staff will attract a penalty of ₹5,000/-). In the case of transfer of forced conditions such as accident, marriage and resignation of computer staff and on the request/direction of concerned HOS, no penalty of ₹5000/- shall be imposed.

11. The contract is initially for a period of 01 year starting from 22/12/2019 to 21/12/2020 and the same can be extended for further period on mutual agreement of both the parties.

12. The computer staff will work under the direct supervision and over all control of respective Heads of Schools and will cover the syllabus as directed by the respective Heads of Schools.

13. During the vacation (summer, autumn and winter) the payment shall be made subject to the condition that the computer staff attends the schools for imparting computer education/conducting related workshops, trainings etc. The information for the same will be provided to the Contractor Agency well before 15 days in advance.

Other special terms & conditions

1. PLACE, WORKING HOURS

The computer staff will work at different schools at different locations all over Delhi as per Annexure to this Agreement. Working Hours of the computer staff will be standard working hours of the school on all working days and as per requirement of the respective Head of the School.

2. THE COMPANY'S RESPONSIBILITY

The Company shall ensure provision of computer staff in each school initially within 30 days of the signing the agreement and thereafter as per the demand raised by the Dte. of Education.

a. If the contractor does not provide the computer staff in any school within 30 days of the signing of the contract or within 30 days after the requisition/demand make by the Dte. of Education, a penalty of ₹400/- per day for Sr. Staff per school and ₹300/- per day for every Jr. Staff per school shall be levied against the agency.

[Signature]
Director
Directorate of Education
Govt. of N.C.T. of Delhi
Old Sec. dt., Delhi-110054
b. The payment shall be made from the day Computer staff physically joins the respective School after signing the contract.

c. The computer staff provided by Company will not be permitted to work from any premises other than the allotted school during specified duration as indicated by the Department.

d. The Company will operate from within Delhi for effective implementation and monitoring of the working of Computer Teachers and provide their e-mail address and at least 03 contact numbers. In case of leaving the school by a computer staff, concerned HOS will inform the company by mail.

e. The Company shall comply with all the statutory provisions as laid down under various Laws/Acts/Rules. In case of violation by the Company of any statutory provisions under any Laws applicable, Department of Education will not bear any cost of litigation or liabilities arising out of non-adherence of any Laws by the Company.

f. The Department shall not be responsible financially or otherwise in case of any injury to the staff deployed by the Company in the course of performing their duty for and on behalf of the Company. The Company will provide medically fit staff whose antecedents have been verified.

g. The Company shall not change its legal character during the Contract period without the permission of Director of Education.

3. **PAYMENT**

The per month per computer staff contract value will be as under:-

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>PARTICULARS</th>
<th>SENIOR TR.</th>
<th>JUNIOR TR.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WAGES</td>
<td>10000</td>
<td>7500</td>
</tr>
<tr>
<td>2</td>
<td>EPF @ 13.61% OF WAGES</td>
<td>1361</td>
<td>1021</td>
</tr>
<tr>
<td>3</td>
<td>ESI @ 4.75% OF WAGES</td>
<td>475</td>
<td>356</td>
</tr>
<tr>
<td>4</td>
<td>Service Charges @ 5% of wages</td>
<td>500</td>
<td>375</td>
</tr>
<tr>
<td>5</td>
<td>Total (1 to 4)</td>
<td>12336</td>
<td>9252</td>
</tr>
<tr>
<td>6</td>
<td>Add: Service Tax @ 10.3%</td>
<td>1271</td>
<td>953</td>
</tr>
<tr>
<td>7</td>
<td>Total</td>
<td>13607</td>
<td>10205</td>
</tr>
</tbody>
</table>

(Monthly emoluments)
Accordingly, the total contract value for one year will be as under:-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Category of School</th>
<th>No. of Schools in which computer education introduced</th>
<th>No. of Sr. Computer Staff Required</th>
<th>No. of Jr. Computer Staff Required</th>
<th>Total Amount Required for the payment of the agency in one year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No. of middle school</td>
<td>69</td>
<td>0</td>
<td>69</td>
<td>8449740 (10205X 69 X 12)</td>
</tr>
<tr>
<td>2</td>
<td>No. of secondary school</td>
<td>149</td>
<td>0</td>
<td>298(149X2)</td>
<td>36493080 (10205X 298 X 12)</td>
</tr>
<tr>
<td>3</td>
<td>No. of sr. secondary school</td>
<td>509</td>
<td>509</td>
<td>1018(509X2)</td>
<td>207775826 (13607X 509 X 12) + (10205 X 1018 X 12)</td>
</tr>
<tr>
<td>4</td>
<td>Total</td>
<td>727</td>
<td>509</td>
<td>1385</td>
<td>252718656</td>
</tr>
</tbody>
</table>

## The number of schools/computer staff can be changed due to up-gradation and down-graduation of the school and according to the requirement of the schools.

Hence, the initial total contract value for a year comes to Rs.25,27,18,656/-

**The Terms of Payment will be as follows:-**

a. The payment to the Contractor Company shall be counted from the day the computer staff joins the respective school just after signing of this agreement.

b. The payment to the agency will be processed and released on monthly basis from 25th to 24th of following month and will be made by the concerned Heads of Schools positively upto 7th of every month provided that the contracting agencies submit the invoices by 27th of every month except force majeure situation such as natural calamity, fire, curfew etc. The agency shall release payment to the computer staff deputed by it upto 10th of each
positively subject to receiving of the payment from HOS and shall submit a certificate to this effect to the concerned HOS’s.

c. TDS will be deducted at source for any payment made to the Company under Income Tax Act of India.

d. Any kind of increasing in duties, taxes and surcharge during the contract period will be paid by the Dte. Of Education.

e. The Director of Education may on reasonable grounds can review the points regarding penalties and cycle of payment and may:

(i) Waive off penalties 
(ii) Change cycle of payments

4. **PERFORMANCE GUARANTEE CUM SECURITY DEPOSIT**

The Company shall remit a Performance Guarantee cum Security Deposit in form of an irrevocable Bank Guarantee or an Account Payee Demand Draft or FDR from a Commercial Bank for an amount equivalent to 5% of the Contract value. Performance Guarantee should be furnished by the Company before signing of the Agreement for an amount of Rs.1,26,35,933/- valid for one year.

If the Company fails to perform any contractual obligation, its Performance Guarantee Cum Security Deposit mentioned above will be forfeited, and depending upon the gravity of violation/omission, the Contractor Company is liable to be blacklisted for a period up to three years. The deposit would be returned to the Company by the Department at the end of the 60 days after the contact period is over, subject to the clearance from all HOS or the Director of Education.

3. **ASSIGNING OF TENDER IN WHOLE OR PART**

The Contractor Company shall not assign or make over the Contract, the benefit or burden thereof, to any other person or body corporate. No under letting or subletting to any person or body corporate for the execution of the Contract or any other part thereof is permitted under any circumstances. Contractor Company will make agreement with the computer staffs without changing the payment structure to the disadvantage of the computer staff.
6. **MONITORING OF THE PROJECT**

   a. Monitoring of the working of computer staff shall be done by the Director of Education or by any officer authorized by him.

   b. The Director of Education, in special circumstances may at his discretion direct the Company to transfer/ withdraw any computer staff for implementation of the programme from any school/unit at anytime. No extra payment will be made to the Company for this purpose.

7. **The Department will be under no legal obligation to provide employment to any personnel of the Company during/after expiry of Agreement Period and the Department recognizes no Employer- Employee relationship between the Department and the personnel deployed by the Company.**

8. **The School in-charge will be at liberty to utilize the services of computer staff for best usage in imparting computer education, conducting related workshops and training.**

9. **DISPUTES**

   Any dispute arising out of or relating to this Agreement including interpretation of terms and conditions will be resolved through joint discussion. However, if the dispute is not resolved through joint discussion then the matter will be referred to Arbitrator as appointed by Lt. Governor of Delhi and Court at Delhi shall have the jurisdiction over the same.

10. **FALSE INFORMATION AND TERMINATION OF CONTRACT**

    During the performance of the Contract, if it is detected that the Contract has been obtained by furnishing false/incorrect information regarding the claim of the contractor company as to being a Joint Venture of TCIL- a Govt. of India Enterprises and DSIIDC- An undertaking of Delhi Govt. or on wilful non-fulfilment of contractual obligation the Contract is liable to be terminated & Performance Guarantee cum Security Deposit & other payments due to the Company shall be forfeited & the Company is liable to be blacklisted for a period up to three years.
11. Number of schools/ nomenclature of the schools and number of computer staff in any school can be changed during the contract period and payment shall be made accordingly for the period of working.

AUTHORISED SIGNATORY

M/S COMMUNICATION SYSTEMS INDIA LTD.
D-14/2 Administrative Block, 1st Floor
"C" Block (Above Post Office)
Okhla Industrial Area, Phase-1
NEW DELHI-110 020

WITNESS:

1. Aneet
   (Aml Khan)

2. Rob Mundle
   Project Coordinator

DIRECTOR OF EDUCATION

GOVERNMENT OF NCT OF DELHI

Director
Directorate of Education
Govt. of N.C.T. of Delhi
Old Secr., Delhi-110054

WITNESS:

1. [Signature]
   (ADE CEP)

2. [Signature]
   (SANJAY KUMAR)
   AAO (CEP)

3. [Signature]
   (Masadi Lal)
   C. S. (CEP)