AGREEMENT

This AGREEMENT is made on this 31st December 2009, BETWEEN THE PRESIDENT OF INDIA through the DIRECTOR OF EDUCATION, GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI (hereinafter referred to as "Department") & M/s Intelligent Communication Systems India Ltd. (ICSIL), A Joint Venture of TCIL-A Govt. of India Enterprise & DSIIDC-An undertaking of Delhi Govt., 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 IT related school office work/ data entry of school record by personnel (hereinafter referred to as IT Assistants) in 505 Govt. schools (As per annexure) under the Directorate of Education to the Company.
And whereas it was decided that the contract for engaging IT Assistant to be
given to the empanelled Govt. Agency. And from the list of empanelled agencies/firms
issued by Department of Information and Technology, GNCTD on 22-07-2009 only
intelligent communication system India Ltd. is a joint venture of Delhi State Industrial
and infrastructure Development Corporation (DSIIDC) and under taking of Delhi Govt.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS: -
The Job, Terms & Conditions of the Contract and financial liabilities are as under:

1. **THE JOB**
   a. IT related school office work/ Data Entry of school record by personnel (herein
      after referred to as IT Assistants) in 505 Govt. schools in different parts of Delhi
      (As per the Annexure to this agreement) for a period of One (01) year starting
      from 14/12/2009 and the same can be extended for further period on mutual
      understanding of both the parties. The IT assistant will work under the direct
      supervision and over all control of respective Heads of Schools and will do all
      computer related works as desired by respective Heads of Schools.

2. **PLACE, WORKING HOURS**
   The IT Assistants will work at 505 different Govt. schools at different locations
   all over Delhi as per Annexure to this Agreement. Working Hours of the IT
   Assistants will be standard working hours of the school on all working days and as
   per requirement of the respective Head of the School where the IT Assistant has
   been provided by the Company, as per the timings notified by the Department from
   time to time.

3. **THE DEPARTMENT'S RESPONSIBILITY**
   The Department shall provide space for sitting of IT Assistant. The Department
   will provide a computer system and related software of its choice to facilitate the
   working of the school related to data entry/ computer related office work.
4. THE COMPANY'S RESPONSIBILITY

a. The Company shall ensure provision of IT Assistants w.e.f. 14/12/2009 and the payment shall be made from the day I.T. Assistant physically joins the respective School on or after 14/12/2009.

b. The IT assistants 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.

c. The Contractor Company will operate from within Delhi for effective implementation and monitoring of the working of IT Assistants.

d. The Contractor Company shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws/Acts/Rules by the Contractor, the Department will not bear any cost towards its liabilities.

e. The Contractor Company shall not employ any person below the age of 18 years.

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 or on behalf of the Contractor Company. The Contractor Company will provide medically fit IT assistant 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.

5. QUALIFICATIONS OF IT ASSISTANTS

The Company shall provide one IT Assistant in each school.

The IT Assistant should have any of the following qualifications (from recognized institutions):

Masters of Computer Applications (M.C.A) OR M.Sc. (Computer Science)

OR

B.E (Computers)

OR

B.Sc. with Computer Science/IT

OR

B.C.A.

OR
Graduates with at least 1 year Diploma in Computer Applications as prescribed or equivalent Computer Certificates by DOEACC.

The IT Assistant must possess an experience of at least six months in the field of Computer Application and should be well conversant in spoken as well as written Hindi & English languages.

6. **PAYMENT**

<table>
<thead>
<tr>
<th>Particular</th>
<th>Computer Operator/IT Assistant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>4713.00</td>
</tr>
<tr>
<td>EFF @ 13.61%</td>
<td>641.00</td>
</tr>
<tr>
<td>ESI @ 4.75%</td>
<td>224.00</td>
</tr>
<tr>
<td>Service Charges @ 5%</td>
<td>236.00</td>
</tr>
<tr>
<td>Total</td>
<td>5814.00</td>
</tr>
<tr>
<td>Service Tax @ 10.30%</td>
<td>599.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td>6413</td>
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</tbody>
</table>

Accordingly, the monthly payable amount in r/o one IT Assistant is Rs.6413/- and for one year is Rs.76956/- (6413 X 12) and for 505 IT Assistant it comes to Rs.3,88,62,780/- (76596 X 505). The total contract value for one year is Rs.3,88,62,780/-. 

The Terms of Payment will be as follows:

1. The payment to the Contractor Company shall be counted from the day the IT assistant joins the respective school just after signing of this agreement.
2. The payment to the agency will be processed and released on monthly basis from 25th of current month to 24th of next month and will be made by the concerned Heads of Schools positively up to 7th of following month provided that the contracting agencies submit the invoices by 27th of current month except force majeure situation such as natural calamity, fire, curfew etc. The agency shall release payment to the computer staff deputed by them up to 10th of each month positively subject to receiving of the payment from HOS and shall submit a certificate to this effect to the concerned IOS.
3. Bonus, if admissible, will be paid by Deptt. of Education as per the provisions of Bonus Act.
4. TDS will be deducted at source for any payment made to the Company under Section 194C of the Income Tax Act of India.

[Signature]

Director

[Stamp]
e. Any increase in duties, taxes, surcharge and revision in minimum wages during the contract period will be paid by the Dte. of Education.

7. PERFORMANCE GUARANTEE CUM SECURITY DEPOSIT

As per the provisions laid down in Rule-158 of GFR, 2005, “Performance Security should be for an amount of five to ten per cent of the value of the contract”. The Contractor Company shall remit a Performance Guarantee cum Security Deposit in form of an irrevocable Bank Guarantee or an Account Payee Demand Draft or PDR 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. 19,43,139/- (5% of 3,88,52,780/- i.e. total contract value) valid for one year and two months.

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 contract period is over, subject to the clearance from all HOS or the Director of Education.

8. PENALTY FOR NON-FULFILLMENT OF CONTRACTUAL RESPONSIBILITY.

a. The Contractor Company shall ensure that the IT Assistant attends the school regularly and a substitute is provided in his/her absence. If the IT Assistant provided by the Company remains absent from the Unit and no substitute is provided the, Company shall be liable to pay a fine of Rs.200/-per day per IT Assistant for absence of the IT Assistants and no payment of salary shall be made for the absence period and the penalty amount will be deducted from the total amount.

b. More than one change in the appointed IT Assistant in a Unit within a year will attract penalty of Rs.5,000/- per change (that is 2nd change and any change thereafter will attract a penalty of Rs. 5,000/-). In case of resignation of IT or transfer of IT on the request of concerned HOS and on account of forced majorre, no penalty of Rs.5000/- shall be imposed.

c. If no deployment is made within 15 days after the signing of the agreement, a penalty of Rs.200/- per day per IT Assistant per school will be imposed and the payment of salary will be made only after joining of IT Assistant.
d. 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

9. 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 underletting 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 IT Assistants without changing the payment structure to the disadvantage of the IT Assistants.

10. MONITORING OF THE PROJECT

a. Monitoring of the working of IT assistant shall be done by the Director of Education or by any body authorized by him.

b. The Director of Education may at his discretion direct the Company to transfer/ withdraw any IT Assistants for implementation of the program from any school/unit at anytime. No extra payment will be made to the Company for this purpose.

11. 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.

12. The School In-charge will be at liberty to utilize the services of IT Assistant for best usage in the office work/ data entry of school record.

13. 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.
14. 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.

15. No. of schools/ nomenclature of the schools can be changed during the contract period and payment shall be made accordingly for the period of working.

AUTHORISED SIGNATORY

M/s.
INTELLIGENT COMMUNICATION
S.TEMS INDIA LTD.
Delhi Administrative Block, 1st Floor
"C" Block (Above Post Office)
Dwarka Industrial Area, Phase-I
NRDP IV, DPR/02/10/20

WITNESS:
1. Amrit (Signed)
2. MUMTAZ (Project Coordinator)

DIRECTOR OF EDUCATION
GOVERNMENT OF NCT OF DELHI
Directorate of Education
Govt. of N.C.T. of Delhi
Old Secrt., Delhi-110054

WITNESS:
1. C.E. (Signed)
2. (SANDAY KUMAR)
3. (NORMAL (CP))