DIRECTORATE OF EDUCATION
GOVT. OF NCT OF DELHI
COMPUTER EDUCATION PROJECT CELL
OLD PATRACHAR BUILDING, TIMAR PUR, DELHI

NO. DE.1 (29)/3/MISC./E-1/2013/ 666-669
Dated: 24-12-2013

CIRCULAR

A Data Entry Operator is being provided in Govt. Schools/ DDEs /RDs/ DEOs Offices /HQ’s Branches against vacant posts of LDC / Stenographer through M/s Intelligent Communication System India Pvt. Ltd. for a period of one year w.e.f. 15/01/2014 to 14/01/2015.

All respective Heads of School/ DDEs /RDs/ DEOs Offices /HQ Branches-in-charge are required to allow Data Entry Operator to join, who is being deployed by M/s ICSIL and obtain all relevant information and documentary proofs regarding qualification and other personal details from Data Entry Operator in the proforma enclosed and keep this information in safe custody for future references and send a attested copy of the same proforma to the under signed within 07 days of joining of Data Entry Operator. If any complaint is received against them regarding violaten of office protocol or misbehaviour with higher officers/officials of the department, information should be sent immediately to this office.

Further, the respective Heads of School/ DDEs /RDs/ DEOs Offices /HQ Branches-in-charge are requested to ensure that the Data Entry Operator possesse all qualification as prescribed in the agreement which is signed in between M/s ICSIL and Directorate of Education, Govt. of NCT of Delhi.

This issues with the approval of the Competent Authority.

Encl: 1. Copy of Agreement
2. Proforma of D.E.O. having basis details

(SANTOSH BEHERA)
JOINT DIRECTOR (CEP/IT)
E-mail: jditedu.delhi@nic.in
Mob: 9810954828
Dated:

(SANTOSH BEHERA)
JOINT DIRECTOR (CEP/IT)
<p>| | | |</p>
<table>
<thead>
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<tbody>
<tr>
<td><strong>NAME</strong></td>
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<td><strong>FATHER'S NAME</strong></td>
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<td><strong>MOTHER'S NAME</strong></td>
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<td><strong>DATE OF BIRTH</strong></td>
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<td><strong>PRESENT / CORR. ADDRESS</strong></td>
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<td><strong>PERMANENT ADDRESS</strong></td>
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<td><strong>EDUCATIONAL QUALIFICATION</strong></td>
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<td><strong>OTHER QUALIFICATION</strong></td>
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<td><strong>TYPING SPEED</strong></td>
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<td><strong>WORK EXPERIENCE</strong></td>
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I hereby declare that the above furnished information are true and correct best of my knowledge, if any information found incorrect or tamper at any time my candidature will be cancelled automatically.

(Signature of DEO)

Name of School and ID / Office, Address.................................................................
Name of HOS/ HOO/Branch-in-charge.................................................................

(Signature of HOS/ HOO/ Branch-in-charge)
PERFORMA FOR MONTHLY ATTENDANCE/PERFORMANCE REPORTS OF DATA ENTRY OPERATORS

Attendance Report of DEO, for the period _______ _______

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
<th>Particulars</th>
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<tbody>
<tr>
<td>1</td>
<td>School /DDE /RD/ DEO /HQ Office /Branches I.D.</td>
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<td>2</td>
<td>Name of School/ Office.</td>
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<td>3</td>
<td>Reporting period/month (period of attendance).</td>
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<tr>
<td>4</td>
<td>Name of the Data Entry Operator deployed by M/s ICSIL.</td>
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<tr>
<td>5</td>
<td>Mobile No. of the DEO.</td>
<td></td>
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<tr>
<td>6</td>
<td>Date of Joining of DEO in the Office/School.</td>
<td></td>
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<tr>
<td>7</td>
<td>No. of days (when No DEO report to Office / School).</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Name &amp; Designation of the Reporting Officer.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Contact No. of the Reporting Officer.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Signature of the Reporting Officer with date.</td>
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</tbody>
</table>
Certificate No. : IN-DL57324816578481L
Certificate Issued Date : 04-Sep-2013 04:01 PM
Account Reference : IMPACC (IV)/dt/701403/DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DLDL70140313160507921140L
Purchased by : IRC5IL
Description of Document : Article 5 General Agreement
Property Description : NA
Consideration Price (Rs.) : 0 (Zero)
First Party : IRC5IL
Second Party : NA
Stamp Duty Paid By : IRC5IL
Stamp Duty Amount(Rs.) : 100 (One Hundred only)
AGREEMENT

AGREEMENT FOR PROVIDING 518 DATA ENTRY OPERATORS IN DIRECTORATE OF EDUCATION, GOVT. OF N.C.T. OF DELHI.

This agreement made on this 24th of December in the Year of 2013 by and between.

Intelligent Communication Systems India Ltd., Administrative Building, Okhla Industrial Estate, Phase-III New Delhi- 110020 herein after referred to as the ICSIL (which expressions shall unless excluded by or repugnant to the context deemed to include its successors(s) in office or assign.) Having its office at Administrative Building, Okhla Industrial Estate, Phase-III, New Delhi-110020.

And

President of India, through Shri SANTOSH KUMAR BEHERA, Director (Education), Directorate of Education, Govt. of NCT of Delhi, Old Secrett., New Delhi. Herein after referred as DoE (which expression shall unless excluded by repugnant to this context deemed to include its successor in office or assigned), having its head quarters locate at Dte. of Education, Govt. of NCT of Delhi, Old Secrett., Delhi-110054 of the other Part.

PREAMBLE

This agreement is for providing TECHNICAL AND SKILLED MAN POWER on contract and shall not amount any employment obligation, for the manpower provided by ICSIL to Dte. of Education present or future on the part of DoE.

ICSIL has agreed to work in close coordination with DoE under the agreed terms& condition set forth in the following paragraph.

1. RIGHT AND OBLIGATION OF ICSIL

1.1 ICSIL will provide the required man power at the locations in Delhi and NCR as specified by DoE from time to time, to meet the requirement of its projects.

1.2 ICSIL will provide the man power through its bonafide employees who have the required knowledge and skill as prescribed by DoE.

1.3 ICSIL may change any persons/staff with the mutual consent, if any of the deputed person leaves. ICSIL will provide replacement of the man power within two weeks of the report received by DoE in this regard.

1.4 ICSIL shall always keep with it the name, percentages, residential address, educational and technical qualification, specimen signature, two pass port size photo graph of all its employees whom it deploys for rendering the said services at the location specified by DoE and furnished these details/ information whenever demanded by DoE.
2. RIGHTS AND OBLIGATIONS OF DoE

2.1 The period for which the manpower is required will be indicated by DoE at the beginning / commencement of the project.

2.2 DoE at its sole discretion can extend the period of Contract through a separate agreement to be signed between ICSIL & DoE.

2.3 DoE & ICSIL may work mechanism to ensure that DoE is getting the required services from the ICSIL.

2.4 DoE will nominate an officer for coordinating the services provided by ICSIL and the manpower provided by ICSIL for carrying out the assigned job. ICSIL shall report to and seek instructions from the officers of DoE nominated for all technical support.

2.5 Working hours and holidays for the purpose of this agreement will be as per GNCTD norms, subject to applicable law.

2.6 Casual leave and RH will be applicable to manpower as per Govt. of India norms.

2.7 Attendance of the ICSIL assigned manpower, certified by the project coordinator should reach ICSIL by the 2nd day of the following month.

2.8 No Department will ID card to the staff engaged from ICSIL, if required ICSIL would provide ID card.

3. PAYMENT

3.1 The payment to ICSIL will be made every month on the basis of services provided to DoE, based on attendance certified by the project coordinator. Based on attendance certificate by DoE, ICSIL will make payments to the staff deputed at the DoE and by 15th of every month. Submit a consolidated bill to DoE along with attendance certificate.

3.2 The ICSIL shall ensure that the DEO attends the school/Office regularly and a substitute is provided in his/her absence. If the DEO provided by the ICSIL remains absent from the school and no substitute is provided against him/her within two weeks, the ICSIL shall be liable to pay a penalty of Rs.500/- per day per DEO per unit for absence of the DEO.

3.3 No DEO shall work in both shifts or in two units under any circumstances. If any DEO is found to work in two shifts/units, he/she shall be treated absent for both the shifts/units. Further, no payment shall be made and penalty @ Rs. 500/- per day per DEO shall be imposed against the ICSIL after treating him/her absent in both the units/shifts.

3.4 During the contract period, Dte. of Education can inspect any number of units under this project, if any DEO will found below the qualifications, the
will be charged @ Rs. Fifty thousand per DEO in addition to recovery of salary already paid by the department.

3.5 DoE agrees to pay ICSIL on monthly basis as per the rates given in the "ANNEXURE-I & revision in wages by Labor Department, GNCTD from time to time.

3.6 TDS as applicable will be deducted by DoE before making payments.

3.7 DoE will pay only the salary + ESI charges and 10% Service charges along with applicable service tax, as per government rules, service tax as revised by the govt. from time to time will be automatically applicable.

3.8 ICSIL will submit a pre receipt bill in triplicate in the name of DoE. every month of the service by 10th of the following month along with the proof of payment to the persons for the period of claim. DoE will remit payment of the bill by electronic fund transfer/cheques as per the norms of PAO, GNCTD latest by 25th of the month. However, DoE will provide the detail of payments made to ICSIL, through electronic fund transfer separately.

3.9 No TA/DA shall be payable to the persons deputed by ICSIL at the time of joining. In case the person are assigned duties outside his place of posting for visiting other locations such TA shall be claimed by the person and be paid by ICSIL on the basis of information/details forwarded by the project coordinator, which shall be reimbursed by DoE to ICSIL along with 10% service charges + ESI charges and service tax in the monthly bill as per GOI rates. However, TA/DA on official tour, if any will be regulated at the rates as admissible to the officers/officials of the same status in the Govt. of NCT of Delhi.

3.10 The qualification and the experience for each post is attached herewith "ANNEXURE II" The applicable rates for each of the post are attached as "ANNEXURE-I" and would be applicable with effect from 15-01-2016

3.11 ICSIL shall submit a performance bank guarantee amounting to RS.75,22,600/- in favour of Director (Education), Directorate of Education Govt. of NCT of Delhi valid for the period beyond 60 days of completion of the agreement. Thereafter, in case of extension of agreement ICSIL will submit fresh bank guarantee of mutually agreed amount as performance guarantee valid for the period of contract extended.

3.12 Fixed salary paid to IT professionals as per Annexure-I, is subject to minimum wages fixed by GNCTD from time to time.

4. Security

ICSIL will ensure that no information about the software, hardware, data bases and the policies of DoE is taken out or passed on to any party, in electronic form or any other media form the DoE site.
5. General

5.1 The agreement shall be effective when executed by or on behalf of both the parties and shall remain valid for one year.

5.2 The main body of this agreement along with all the attachment here to constitute the agreement.

5.3 Neither this agreement nor any part or portion hereof shall be assigned sublicensed or otherwise transferred by the ICSIL to any one without DoE's prior written permission.

5.4 On all aspects where the above articles of the agreement are silent or for special cases of deviation from these articles, the decision mutually agreed to by both the parties shall be final. However, in case of any dispute relating to or arising out of the article of this agreement, such dispute shall be resolved amicably by mutual consultation. If such resolutions are not possible then the unresolved or differences shall be decided by a sole arbitrator to be appointed by Lt. Governor, NCT of Delhi. The arbitration proceedings shall be governed by the Arbitration act 1996 and rules framed there under as amended from time to time.

6. Sub contracting and franchise

The ICSIL shall not assign Novate, sub contract, franchise or otherwise dispose of this agreement or any part thereof without the prior consent in writing of the DoE.

7. Communication

Except as otherwise express provided no communication from one party to the other shall have any validity under this agreement unless made in writing by on behalf of the DoE or as the case may be by or on behalf of the ICSIL.

8. TERMINATION

8.1 If the situation warrants either party can terminate the Agreement by giving a notice period of three months in writing and without any liability to the other party.

8.2 An agreement for the discontinuation of this agreement shall be accepted by both parties subsequent to clause 8.1 here in above.

9. CONSEQUENCES OF TERMINATION

The termination or expiry of this agreement shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereafter accrue to either party.

10. RECOVERY OF SUMS DUE

If any sum of money shall be due from the ICSIL the same may be deducted from any sum then due or which at any time thereafter may become due to the ICSIL.
under this agreement or any agreement with DOE or with any other department, office or organization of the Govt. of NCT of Delhi.

11. Amendments to this agreement other than as expressly provided for in clause 1 & 2 herein above this agreement shall not be varied or amended unless such a variation of amendments is agreed in writing by a duly authorized representative of the DoE on behalf of the DoE and by a duly authorized representative of the ICSIL on behalf of ICSIL in accordance with the change control procedures.

12. LAW AND JURISDICTION

This agreement shall be considered as contract made in India and according to Indian Law and subject to the exclusive jurisdiction of the Indian courts to which both parties hereby submit, subject to clause V here above.

This agreement is binding in DoE and its successors and assigned and the ICSIL and its successors and assigned and permitted assignees.

13. ENTIRE AGREEMENT

The agreement constitutes the entire understanding between the parties relating to the subject matter of this agreement, same as may be expressly referred to all reference here in supersedes all prior representation, writings negotiations or understandings with respect hereto except in respect of any fraudulent misrepresentation made by either party.

14 DURATION

The agreement will be valid till 14-01-2015. This agreement may be extended on the terms & conditions mutually agreeable to both parties in the interest of Govt.

For and on behalf of
Intelligent Communication Systems India Ltd., New Delhi.

AUTHORISED SIGNATORY

[Signature]

Witness

1. [Signature]

2. [Signature]
<table>
<thead>
<tr>
<th>DESIGNATION</th>
<th>FIXED SALARY PAID TO THE IT PROFESSIONAL IN RS. (A)</th>
<th>ESI @ 4.75 ON WAGES (B)</th>
<th>ICSIL CHARGE @ 10% OF A (C)</th>
<th>SERVICE TAX ON (A+B+C) @ 12.36% IN RS. (D)</th>
<th>GROSS AMOUNT (A+B+C+D) IN RS. (E)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEO (Non-Graduate)</td>
<td>9386/-</td>
<td>466/-</td>
<td>939/-</td>
<td>1331/-</td>
<td>12102/-</td>
</tr>
</tbody>
</table>

The wages of DEO Non Graduate and Graduate given above are as per minimum wages fixed by the Labour Department of Govt. of NCT of Delhi from time to time. The Service Tax and ESI charges are subject to change as per Notifications issued by Govt. from time to time.
Details of Qualifications, experience required for each post.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Post</th>
<th>Essential Qualification &amp; Experience</th>
<th>Total experience in IT (After availing any govt. recognized degree / diploma in IT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Data Operator</td>
<td>Entry 10+2 Pass or Graduation</td>
<td>Working Knowledge of MS Office.</td>
</tr>
</tbody>
</table>

G.K. NANDA  
Managing Director  
Intelligent Communication System  
Administrative Estate, Pha.  
Okhla Industrial Estate, Pha.  
New Delhi-110020

SANTOSH KUMAR BEHERA  
Joint Director-Information Technology  
Directorate of Education  
GNCTD of Delhi  
Old Secretarial, Delhi-110064

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