INDIA NON JUDICIAL
Government of National Capital Territory of Delhi

e-Stamp

Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)

First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount (Rs.)

IN-DL31875312449933K
11-Oct-2012 02:53 PM
IMPACC (IV)/ d/705403/ DELHI/ DL-DLH
SUBIN-DLDDL705403653838066676814K
ICSIL

Article 5 General Agreement
OKHLA PHASE-III, ADMINISTRATIVE BUILDING, NEW DELHI.
0

(Zero)
ICSIL
NA
ICSIL
100

(One Hundred only)

Please write or type below this line...

INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD.
OSIDC ADMINISTRATIVE BUILDING
ABOVE POST OFFICE
OKHLA I DIAL ESTE ESTATE, PHASE-III
NEW DELHI-110020

Statutory Alert:
1. The authenticity of the Stamp Certificate is verified at the Decision of the Issuing Authority. Further, the Designation of the Issuing Authority is concurrently revealed on the Certificate in order to prevent the illegal use of the Certificate.
2. The decision of the Issuing Authority shall be final and binding.
3. Any person desiring to verify the authenticity of the Stamp Certificate or to obtain information regarding the decision of the Issuing Authority may contact the Decision of the Issuing Authority. Further, the Designation of the Issuing Authority is concurrently revealed on the Certificate in order to prevent the illegal use of the Certificate.
4. The decision of the Issuing Authority shall be final and binding.
AGREEMENT

AGREEMENT FOR SOFTWARE DEVELOPMENT, MAINANTANCE AND SUPPORT SERVICES.

This agreement made on this nineteenth day of June in the Year of 2013 by and between.

Intelligent Communication Systems India Ltd., Administrative Building, Okhla Industrial Estate, Phase-III, New Delhi-110 020 herein after referred to as the ICSIL (which expressions shall unless excluded by or repugnant to the context deemed to include its successor(s) in office or assign.) Having its office at Administrative Building, Okhla Industrial Estate, Phase-III, New Delhi-110 020

And

President of India, through Shri

AJAY CHAGTI, Additional Secretary

Department of information Technology, Government of NCT of Delhi, Delhi Secretariat, IP State New Delhi. Here in after referred as DIT (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 9th level, B-wing Delhi Secretariat IP state, New Delhi 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 DIT present or future on the part of DIT.

ICSIL has agreed to work in close coordination with DIT under the agreed terms & conditions set forth in the following paragraph:

1. RIGHTS AND OBLIGATION OF ICSIL

1.1 ICSIL will provide the required man power at the locations in Delhi and NCR as specified by DIT 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 DIT.

1.3 ICSIL may change any persons/staff with the mutual consent, if any of the deputed person leaves. ICSIL during the course of the projects duration, ICSIL will provide replacement of the man power within two weeks of the report received by DIT 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 photograph of all its employees whom it deploys for rendering the said services at the location specified by DIT and furnished these details/information whenever demanded by DIT.

2. RIGHTS AND OBLIGATION OF DIT

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

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

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

2.4 DIT 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 DIT, 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 provide ID card to the staff engaged from ICSIL, if required ICSIL would provide ID card.

[Signature]
3. PAYMENTS

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

3.2 DIT agrees to pay ICSIL on monthly basis as per the rates given in the "ANNEXURE I" 10% annual increase will be given to IT professional subjects to satisfactory performances and recommendations given by the department. This increase will affect administrative charges and the service tax.

3.3 TDS as applicable will be deducted by DIT before making payments.

3.4 DIT 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.

3.5 ICSIL will submit a pre receipt bill in triplicate in the name if DIT, 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, DIT 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, DIT will provide the detail of payments made to ICSIL, through electronic fund transfer separately.

3.6 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 forward by the project coordinator, which shall be reimbursed by DIT 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.

3.7 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 1st April 2013.

3.8 ICSIL shall submit a performance bank guarantee amounting to Rs. 9, 20,451/- in favour of Secretary(IT) department of IT, GNCTD valid for the period of this 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.

3.9 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 DiT is taken out or passed on to any party, in electronic form or any other media form the DiT 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 DIT’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 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.

5.5 Since ICSIL has not supplied more than 20 persons in a single department, the registration of the principal, employer and ICSIL at labour department is considered exempted under the preview of contract labor (regulation and abolition) Act. If in case at any point of time principal employer (department/establishment) engage more than 20 persons from ICSIL, the principal employer and ICSIL will abide by the provisions as applicable in contract labour (regulation and abolition) Act.

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 previous consent in writing of the DIT.

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 DIT 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 DIT 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 or amendments is agreed in writing by a duly authorized representative of the DIT on behalf of the DIT 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 a 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 DIT and its successors and assigned and the ICSIL and its successors and permitted assignees.

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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 31st March 2014. This agreement may be extended on the terms & conditions mutually agreeable to both parties in the interest of Govt.

IN WITNESSES WHEREOF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT ON THE DATE HEREOF:

FOR INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD.

SIGNED BY

R RAVI CHANDRAN, DY GENERAL MANAGER

FOR AND ON BEHALF OF DEPT OF DIT GOVT OF NCT OF DELHI

In the presence of

PANKAJ KUMAR EXECUTIVE DIRECTOR

1. Name and Designation

MAHABIR SUBR

2. Sanjay Prakash. Manager (Q & M)

INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD.
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### Annexure-I

<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 CHARGES @ 10% of A (C)</th>
<th>SERVICE TAX ON (A+ B+C) @ 12.36% IN RS. (D)</th>
<th>GROSS AMOUNT PAYABLE (A+B+C+D) IN RS. (E)</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Analyst</td>
<td>23000/-</td>
<td>Nil</td>
<td>2300/-</td>
<td>3127/-</td>
<td>28427/-</td>
</tr>
<tr>
<td>Programmer</td>
<td>21563/-</td>
<td>Nil</td>
<td>2156/-</td>
<td>2932/-</td>
<td>26651/-</td>
</tr>
<tr>
<td>Prog. Assist. B</td>
<td>18688/-</td>
<td>Nil</td>
<td>1869/-</td>
<td>2541/-</td>
<td>23098/-</td>
</tr>
<tr>
<td>Prog. Assist. A</td>
<td>14375/-</td>
<td>683/-</td>
<td>1438/-</td>
<td>2039/-</td>
<td>18535/-</td>
</tr>
<tr>
<td>DEO (Graduate)</td>
<td>10218/-</td>
<td>486/-</td>
<td>1022/-</td>
<td>1449/-</td>
<td>13175/-</td>
</tr>
<tr>
<td>DEO (Non-Graduate)</td>
<td>9386/-</td>
<td>446/-</td>
<td>939/-</td>
<td>1331/-</td>
<td>12102/-</td>
</tr>
</tbody>
</table>

The wages of DEO Non Graduate and Graduates given above are as per minimum wages fixed by 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. 5% annual increase will be given to IT Professional (System Analyst, Programmer, Prog. Asstt. B & A), which will affect the administrative charges, ESI and the service tax which will have to be borne by DIT.

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## Annexure-II

### Details of Qualification, 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>System Analyse</td>
<td>B.E./B.Tech (Computer Science/Electronics &amp; Communications)/M.B.A level of ICSI or BE /B.Tech (other discipline)/Masters degree in Science: Mathematics, Economics, Commerce: Statistics, Operation Research with one year A level of ICSI/PGDCA (50% marks in aggregate or equipment grade in qualifying degree/diploma)</td>
<td>At least three years exp. in large software design and development using VB, ASP, JAVA, JSP, net, D2K, SQL server/oracle 8/9i, DBA, win anti/Linux with knowledge of Hardware and networking.</td>
</tr>
<tr>
<td>2</td>
<td>Programmer</td>
<td>Same as of System analyze</td>
<td>At least two years exp. in large software design and development using VB, ASP, JAVA, JSP, net, D2K, SQL server/oracle 8/9i, DBA, win anti/Linux with knowledge of Hardware and networking.</td>
</tr>
<tr>
<td>3</td>
<td>Prog. Assist. B</td>
<td>Bachelor Degree in computer science/computer application/Electronics and communication or Bachelor Degree in Science: Mathematics, Statistics, Economics: Commerce operation research with one year A level of PGDCA (50% marks in aggregate or equipment grade in qualifying degree/diploma)</td>
<td>At least one years exp. in large software design and development using VB, ASP, JAVA, JSP, net, D2K, SQL server/oracle 8/9i, DBA, win anti/Linux with knowledge of Hardware and networking.</td>
</tr>
<tr>
<td>4</td>
<td>Prog. Assist. A</td>
<td>Bachelor Degree in computer science/computer application/Electronics and communication or Bachelor Degree in Science: Mathematics, Statistics, Economics: Commerce operation research with one year A level of ICSI/PGDCA (50% marks in aggregate or equipment grade in qualifying degree/diploma)</td>
<td>Knowledge in large software design and development using VB, ASP, JAVA, JSP, net, D2K, SQL server/oracle 8/9i, DBA, win anti/Linux with knowledge of Hardware and networking.</td>
</tr>
<tr>
<td>5</td>
<td>DEO</td>
<td>10+2 Pass. or Graduation</td>
<td>Working Knowledge of MS Office.</td>
</tr>
</tbody>
</table>