

Government of NCT of Delhi
Department of Information Technology
9th Level, B-Wing, Delhi Secretariat, I.P. Estate,
New Delhi - 110002

F.No. A-12/87/2015-Admin-Secy (IT) / 3121

Date: 12/05/2016

CIRCULAR

The Council of Ministers, GNCTD, vide Decision No. 2342 dated 27/04/2016 has approved the following relating to engagement of IT technical manpower from NIELIT: -

(I) Ex-post facto approval to continue the existing IT related manpower engaged by various Departments/Local Bodies/Autonomous bodies of GNCTD from NIELIT from 01/01/2016 to 31/03/2016 on the same terms and conditions as per the agreement with NIELIT, signed in June 2013. It is pertinent to mention that the said agreement with NIELIT had expired on 31/12/2015, which has been extended upto 31/03/2016.

(II) The Council of Ministers, GNCTD, has also approved the continuation of existing IT Technical manpower (System Analyst, Programmer, Programmer Assistant 'B', Programmer Assistant 'A' and DEO's) through NIELIT for a period of five (5) years w.e.f. 01/04/2016 based on the requirement of the department and performance of the individuals as per the following terms and conditions. Department of Information Technology has signed an agreement with NIELIT on 11/05/2016. Copy of which is available in the website of DIT i.e. <http://it.delhi.gov.in>. Departments are requested to go through agreement.

(a) Revised remuneration for System Analyst, Programmer, Programmer Assistant 'B', Programmer Assistant 'A'



Designation	Proposed Consolidated remuneration	NIELIT charges @ 10%	Sum C=A+B	(*) Current Service Tax on (C) @ 14.5%	Total Amount payable to NIELIT (round off)
	(A)	(B)	(C)	(D)	(E)
System Analyst	26625	2663	29288	4246.75	33535
Programmer	24962	2496	27458	3981.42	31439
Programmer Assistant 'B'	21634	2163	23797	3450.58	27248
Programmer Assistant 'A'	16641	1664	18305	2654.22	20959

(b) Revised remuneration for Data Entry Operators (Skilled) (based on Notification No. F.No. 12(142)/13/mw/Lab/2231 dated 16/10/2015 of the labour Department) is as under: -

Consolidated (DEO) (skilled) Manpower	ESI (Employer's share) @ 4.75%	PF (Employer's share) @ 13.36%	Total A+B+C	NIELIT charge @ 10% on (A)	Total amount F= (D+E)	Current Service Tax @ 4.5% on (F) (*)	Gross amount payable to NIELIT = (F+G)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
11154	530	1490	13174	1115	14289	2072	16361

However, Departments/Local Bodies/Autonomous Bodies of GNCTD shall pay DEOs as per revised minimum wages, ESI, EPF as applicable notified by Labour Department for skilled manpower from time to time.

(*) Service Tax will be applicable as per Govt. notification from time to time (Current rate is 14.5% w.e.f. 15/11/2015).

(c) The Council of Ministers, GNCTD, has also approved engagement of new IT related technical manpower through NIELIT by the Departments / Local Bodies / Autonomous Bodies of GNTCD. The same terms and conditions as per the agreement, signed on 11/5/2016, will be applicable. However, in case of requirement of new IT related technical manpower,

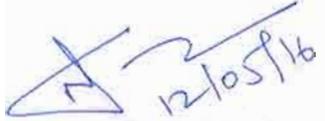
approval of Technical Evaluation Committee of Department of Information Technology, GNCTD, Finance department and the concerned Minister in charge shall be obtained by the Department/Local Bodies/Autonomous Bodies of GNTCD before engagement.

(d) The Council of Ministers has also approved an annual increase of 5% (except for DEOs for whom minimum wages rates of skilled category of Labour Department will be applicable), subject to satisfactory performance of IT related manpower, engaged from NIELIT. The first annual increment shall be on completion of one year beyond 01/04/2017 only.


(Dr. Vasanthakumar N.)
Secretary (IT)

Copy to: -

1. To All Pr. Secretaries/Secretaries/ HODs/local bodies/autonomous bodies of GNCTD.
2. Director NIELIT, Delhi Centre, 2nd Floor, Parsvnath Metro Mall, Near Inderlok Metro Station, Inderlok, New Delhi- 110052.


(Dr. Vasanthakumar N.)
Secretary (IT)



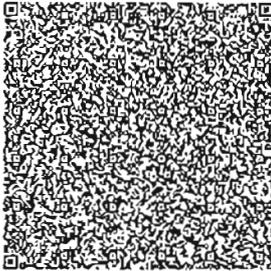
सत्यमेव जयते

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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL456347934708720
Certificate Issued Date	:	05-May-2016 12:47 PM
Account Reference	:	IMPACC (IV)/ dl843503/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DL456347934708720
Purchased by	:	NIELIT DELHI CENTRE
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	NIELIT DELHI CENTRE
Second Party	:	DIT DELHI
Stamp Duty Paid By	:	NIELIT DELHI CENTRE
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)



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AGREEMENT FOR SOFTWARE DEVELOPMENT, MAINTENANCE AND SUPPORT SERVICES

This agreement made on this 11th day of May in the year 2016 by and between National Institute of Electronics and Information Technology, Delhi Centre hereinafter referred to as the NIELIT(which expression shall unless excluded by or repugnant to the context deemed to include its successor(s) in office or assigns), an Autonomous Scientific Society of Department of Electronics and Information Technology, Ministry of Communications and Information


 (VIVEK MITTAL)
 Dy. Secretary
 Deptt. of Information Technology
 Govt. of NCT of Delhi
 New Delhi


 शीला वी.एस. / Sheela V.S.
 निदेशक / Director
 राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान
 National Institute of Electronics and Information Technology
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Technology, Govt. of India, through its authorized representative, Smt. Sheela V.S., Director, having its office at 2ND Floor, Parsvnath Metro Mall, Inderlok Metro Station, Inderlok, Delhi-110052, of the one part

And

President of India through Sh. Vivek Mittal, Deputy Secretary, Dept. of Information Technology, Govt. of NCT of Delhi, Delhi Sachivalaya, IP Estate, New Delhi hereinafter referred to as 'DIT' (which expression shall unless excluded by or repugnant to this context deemed to include its successor(s) in office or assign), having its headquarters located at 9th Level, B-Wing, Delhi Sachivalaya, IP Estate, New Delhi-110002, of the other part.

PREAMBLE

This Agreement is for providing TECHNICAL AND SKILLED MANPOWER on contract and shall not amount to any employment obligation, for the manpower provided by NIELIT to DIT present or future, on the part of DIT.

NIELIT has agreed to work in close coordination with DIT under the agreed terms and conditions set forth in the following paragraphs:

1. RIGHTS & OBLIGATIONS OF NIELIT

- 1.1. NIELIT will provide the required manpower at the locations in Delhi and NCR as specified by DIT from time to time to meet the requirement of its projects.
- 1.2. NIELIT will provide the manpower through its bonafide employees who have the required knowledge and skill as prescribed by DIT.
- 1.3. NIELIT may change any persons/staff with the mutual consent. If any of the deputed person leaves NIELIT during the course of the Project duration, NIELIT will provide replacement of the manpower within two weeks of the report received from DIT in this regard.
- 1.4. NIELIT shall always keep with it, the name, parentages, residential address, educational and technical qualification, specimen signature, two passport size photographs of all its employees whom it deploys for rendering the said services at the location(s) specified by DIT and furnish these details/information whenever demanded by DIT.

2. RIGHTS & OBLIGATIONS OF DIT

- 2.1. The period for which the manpower is required will be indicated by DIT at the beginning of commencement of the project.
- 2.2. DIT at its sole discretion can extend the period through a separate agreement, to be signed between NIELIT and DIT.
- 2.3. DIT and NIELIT may work out a mechanism to ensure that DIT is getting the required service from the NIELIT.


(VIVEK MITTAL)
Dy. Secretary
Deptt. of Information Technology
Govt. of NCT of Delhi
New Delhi


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निदेशक / Director
राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान
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- 2.4. DIT will nominate an officer for coordinating the services provided by NIELIT and the manpower provided by NIELIT for carrying out the assigned job. NIELIT shall report to and seek instructions from the officer 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 will be applicable to manpower as per Govt. of India norms.
- 2.7. Attendance of the NIELIT assigned manpower, certified by the Project Coordinator should reach NIELIT by the 2nd day of following month.
- 2.8. Department will not provide I Card to the Staff engaged from NIELIT, if required, NIELIT would provide Identity Card.

3. PAYMENTS

- 3.1 The Department shall send the attendance of the IT Professionals to NIELIT 3rd of every month. NIELIT shall raise monthly bill in triplicate, on the basis of monthly attendance communicated by the concerned Dept., for charges towards deployment of manpower. The payment against the bill will be released within one week by the concerned dept. Salary will be paid to the deployed professionals on receipt of payment from the Dept. each month.
- 3.2 DIT agrees to pay NIELIT on monthly basis as per the rates given in the Annexure I. The wages of the Data Entry Operator will be as per the minimum wages specified by Labour Dept., Govt. Of India. Any revision of such wages by the Labour Dept. during the validity of this agreement will be automatically applicable to all DEOs deployed by DIT through NIELIT. For all other categories (Except DEOs for whom minimum wages rates of skilled category of Labour Department will be applicable) of IT Professionals, engaged from NIELIT, an annual increase of 5% will be given, subject to satisfactory performance and recommendation given by the department. These increases will affect the administration charges and the service tax which will have to be borne by DIT. ESI & EPF would be applicable to the DEOs as per the statutory obligations.
- 3.3 TDS as applicable will be deducted by DIT before making payments and the TDS statement would be sent to NIELIT by DIT.
- 3.4 DIT will pay only the salary plus ESI & EPF charges plus 10% charges along with service tax as per Govt. rules. Service Tax as revised by the Govt. from time to time will be automatically applicable
- 3.5 NIELIT will submit a pre-receipted bill in triplicate in the name of DIT every month of the services by 10th of the following month along with proof of payment to the persons for the period of claim. DIT will remit payment of the bill by Electronic Fund Transfer / Cheque as per norms of PAO, GNCTD, latest by 25th of the month. However, DIT will provide the details of payment made to NIELIT through Electronic Funds Transfer separately.
- 3.6 No TA/DA shall be payable to the persons deputed by NIELIT at the time of joining. In case the persons are assigned duties outside his place of posting for visiting other


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locations, such TA/DA shall be claimed by the person and be paid by NIELIT on the basis of information/details forwarded by the Project Coordinator, which shall be reimbursed by DIT to NIELIT along with 10% service charges plus service tax in the Monthly Bills 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 experience for each post is attached herewith as Annexure II. The applicable rates for each of the posts are attached as Annexure-I and would be applicable w.e.f 1st April 2016.
- 3.8 NIELIT shall submit a Performance Bank Guarantee amounting to Rs. 10,12,496/- in favour of Secretary (IT), Department of IT, GNCTD valid for the period of this agreement. Thereafter, in case of extension of this agreement NIELIT will submit fresh Bank Guarantee of mutually agreed amount as performance guarantee valid for the period of contract extended.
- 3.9 Fixed remuneration paid to IT professionals as per Annexure-1 is subject to minimum wages fixed by GNCTD from time to time.

4 SECURITY

NIELIT will ensure that no information about the software, hardware, Databases and the policies of DIT is taken out or passed on to any party, in electronic form or any other media from the DIT site.

5 GENERAL

- 5.1 The agreement shall be effective from 1/4/2016 and shall remain valid for five year only.
- 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 NIELIT to anyone 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 articles of this Agreement, such dispute shall be resolved amicably by mutual consultations. If such resolutions are not possible, then the unresolved dispute 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.
- 5.5 Since NIELIT has not supplied more than 20 staff in a single department, the registration of the Principle Employer and NIELIT at Labour department is considered


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exempted under the purview of contract labour (Regulation and Abolition) Act. If in case at any point of time Principle Employer (department /establishment) engage more than 20 staff from NIELIT, then Principle Employer and NIELIT will abide fully whichever is applicable as per contract labour (Regulation and Abolition) act.

6 SUB CONTRACTING AND FRANCHISE

The NIELIT 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 COMMUNICATIONS

Except as otherwise expressly provided no communication from one party to the other shall have any validity under this Agreement unless made in writing by or on behalf of the DIT or as the case may be by or on behalf of the NIELIT.

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 accrued to either Party

10 RECOVERY OF SUMS DUE

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

11 AMENDMENTS TO THIS AGREEMENT

Other than as expressly provided for in Clause 1 and 2 herein above, this Agreement shall not be varied or amended unless such variation or amendment 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 NIELIT on behalf of the NIELIT in accordance with the Change Control Procedures.

12 LAW AND JURISDICTION


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 Dy. Secretary
 Deptt. of Information Technology
 Govt. of NCT of Delhi
 New Delhi


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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 5 here above.

This Agreement is binding on DIT and its successors and assignees and the NIELIT and its successors and permitted assignees.

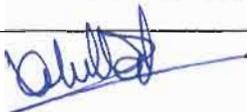
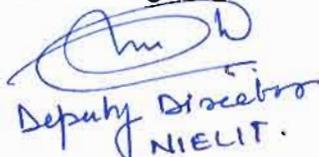
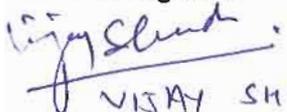
13 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and, same as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party

14 DURATION

The agreement is effective from 01/04/2016 and will be valid upto 31/03/2021.

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

SIGNED BY	
	
Authorized Representative of NIELIT, DELHI CENTRE 	FOR & ON BEHALF OF DEPT. OF DIT, GOVT. OF NCT OF DELHI  (VIVEK MITTAL) Dy. Secretary Deptt. of Information Technology Govt. of NCT of Delhi New Delhi
In the presence of:	
Name and Designation  Deputy Director NIELIT.	Name and Designation  VIJAY SHEKHRE SYSTEM ANALYST

Annexure – I

Designation	Consolidated Remuneration Paid To The IT Professional (A)	NIELIT Charges @10% on A (B)	Total (A+B) (C)	Service Tax on (C) @14.5% (D)	Gross Amount Payable E=C+D
Systems Analyst	26625	2663	29288	4247	33535
Programmer	24962	2496	27458	3981	31439
Prog Asst 'B'	21634	2163	23797	3451	27248
Prog Asst 'A'	16641	1664	18305	2654	20959

The rate of Data Entry Operators w.e.f. 1-4-2016 is as under: -

Designation	Consolidated Remuneration (A)	ESI (Employer's Share) @4.75% (& (B)	PF (Employer's Share) @ 13.36% (#) (C)	TOTAL (D=A+B+C)	NIELIT charges @ 10% on A (E)	Total amount F=(D+E)	Service Tax @ 14.5% on F** (G)	Gross amount payable H=(F+G)
DEO (Non-Graduate)	11622	552	1553	13727	1162	14889	2159	17048

** Subject to revision as per notification of the Govt.

(&) ESI Charges are subject to change as per Notification issued by Govt. from time to time.

(#) PF Charges are subject to change as per Notification issued by Govt. from time to time.

The wages of DEO (Non Graduate) given above are as per minimum wages fixed by Labour Department of Govt. of NCT of Delhi and accordingly will be revised automatically from time to time. The Service Tax and ESI, EPF 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) subject to satisfactory performance of IT related manpower, engaged from NIELIT. This will affect the Administrative Charges, ESI, EPF and the Service Tax which will have to be borne by DIT.


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Annexure II

NIELIT, New Delhi

Details of qualification, experience required for each post

S.No	Post	Essential Qualification and Experience	Total experience in IT (after availing any Govt. recognized degree/diploma in I.T.)
1	Systems Analyst	BE./B.Tech (Computer Science/ Electronics & communication) / MCA / 'B' level of DOEACC Or B.E./B.Tech (other disciplines) /Master's degree in Science, Mathematics, Statistics, Economics, Commerce, Operations Research with one year 'A' level of DOEACC/ PGDCA (50% Marks in aggregate or Equivalent grade in qualifying Degree/Diploma)	At least three Years experience in large software Designing & Development using VB, ASP, JAVA, JSP,.Net, D2K, SQL server/Oracle 8i/9i DBA, WIN NT/Linux with knowledge of Hardware and Networking
2	Programmer	SAME AS OF SYSTEMS ANALYST	At least two Years experience in large software Designing & Development using VB, .Net, ASP, JAVA, JSP, D2K, SQL server/Oracle 8i/9i DBA, WIN NT/Linux with knowledge of Hardware and Networking
3	Programmer Assistant B	Bachelor's Degree in Computer Science/Computer Applications/ Electronics & communication Or Bachelor's degree in Science, Mathematics, Statistics, Economics, Commerce, Operations Research with one year 'A' level of DOEACC/ PGDCA (50% Marks in aggregate or Equivalent grade in qualifying Degree/Diploma)	At least one year experience in large software Designing & Development using VB, .Net, JAVA, JSP, D2K, SQL server/Oracle 8i/9i DBA, WIN NT/Linux with knowledge of Hardware and Networking
4	Programmer Assistant A	Bachelor's Degree in Computer Science/Computer Applications/ Electronics & communication Or Bachelor's degree in Science, Mathematics, Statistics, Economics, Commerce, Operations Research with one year 'A' level of DOEACC/ PGDCA (50% Marks in aggregate or Equivalent grade in qualifying Degree/Diploma)	Knowledge in large software Designing & Development using VB, .Net, JAVA, JSP, D2K, SQL server/Oracle 8i/9i DBA, WIN NT/Linux with knowledge of Hardware and Networking
5	DEO (Non-Graduate)	10+2 Pass with good typing speed of atleast 30 wpm	Working knowledge of MS-Office


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