



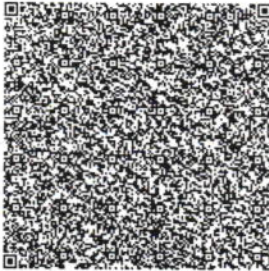
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL460736742476430
Certificate Issued Date : 06-May-2016 12:18 PM
Account Reference : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL732103912323691444030
Purchased by : INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : DELHI STATE HEALTH MISSION
Second Party : INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD
Stamp Duty Paid By : INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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Agreement between

Delhi State Health Mission, State Program Management Unit

And

Intelligent Communication Systems India Limited (ICSIIL)

- 1 -

State Programme Management
Delhi State Health Mission
6th Floor, A&B-Wing, Vignana-II
Near Metcalf House, Connaught Place, New Delhi-110029



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AGREEMENT

This agreement is made at ICSIL on this 10th May, 2016 between Office of Delhi State Health Mission having its Head Office at 6th Floor, "A" & "B" Wing, Vikas Bhawan II, Near Metcalf House, Civil Lines, Delhi – 110 054 through its authorized representative/signatory authorized vide _____, hereinafter referred to as the "First Party"

And

M/s Intelligent Communication Systems India Limited (ICSIL), having its office at Administrative Block, 1st Floor, Above Post Office, Okhla Industrial Area, Phase 3, New Delhi – 110 020 through its authorized representative/signatory vide Manager Legal/HR, hereinafter referred to as the "Second Party";

Expressions "First Party" & "Second Party" shall include their respective successors and permitted assigns etc.)

WHEREAS the First Party, Office of Delhi State Health Mission is in need of manpower to be deployed in its corporation on full time, on contract basis, for a limited period.

AND WHEREAS the Second Party, ICSIL offered its services for providing requisite manpower to the First Party for the required work which has been accepted by the First Party and It is agreed that the Second Party would be awarded the said contract of providing manpower subject to terms and conditions mentioned below.

NOW THEREFORE this agreement witnesseth as follows:

1. The deployment of staff shall be effected from 1st April, 2016.
2. The First Party shall pay to the second party as per approved rates of each personnel, which includes salary + ESI + PF payments, gratuity/ bonus (if any, arising from time to time). In addition to payment of contract employees, Office of Delhi State Health Mission shall pay service charges to Second party @ 10% on the wages payable to contract employees. Service Tax and other statutory compliances shall be paid by First Party to Second Party as applicable and is subject to revision as per Govt. notification time to time.
3. An advance of six (6) months against Bank Guarantee should be paid to ICSIL for timely payment to the contractual employees. As per the circular from the "Office Of The Commissioner Of Industries, Government of NCT of Delhi" Circular No.F.1/DSI IDC/ICSIL/04A/260/2016/4753-60, Dated 29th March, 2016.

S.No.	DESCRIPTION	RATES FOR MTS (effective from 1 st April 2016)
1	Wages	9568/-
2	ESI @4.75%	455/-
3	EPF @13.36%	1,279/-
4	Service Charges @10% on wages	957/-
	Total	12,259/-
5	Service Tax @14%*	1,716/-
6	Service Tax @ 0.5% *	62/-
	TOTAL BILL AMOUNT	14,037/-

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*Service Tax shall be charged as per the notification issued by Govt. of India from time to time.

The above rates (minimum wages) are in reference to Labour Department and the minimum wages is subject to changes by the Govt. Authorities from time to time applicable suo-moto.

4. The period for billing by Second Party will be from 1st of next month. First party shall send attendance records to Second Party, latest by 2nd of every billing cycle and second party shall submit invoices to the first party within 2 days i.e. by 5th of that month. The payment shall be made by first party to the second party by 7th of every month. Second party shall release payment to the personnel by 10th of every month. However, grace period would be given for Holidays, Saturday/ Sunday. Delay in release of any payment by the First Party after one month will attract interest @ 12% on the outstanding amount from the due date till the date of payment.
5. The employees of the Second Party required to be deployed by the First Party will be for full time. Further, they may be required to work as MTS The nature of duties of such personnel will be notified by first party to the second party seven days in advance, enabling the second party to arrange the requisite manpower.
6. All statutory compliances of labor laws i.e. compliance of the terms of the Minimum Wages Act, Workman Compensation Act, Payment of Gratuity Act/ Bonus Act etc., in respect of personnel of the Second Party working for the First Party will be the responsibility of the First Party except the compliances which will be required to be done by the Second Party in terms of the provisions of the said Acts. Since payments to the employees of the Second Party in respect of the work done by them for First Party, will be made from the timely payment received from the First Party as mentioned above, any delay in payment by First Party inviting any legal action by the employee leading to imposition of penalty and legal cost regarding the same will be borne by the First Party. In this regard the First Party shall make the attendance record of personnel of the Second Party available to the Second Party.
7. On receipt of corresponding payment to be deposited/paid in respect of EPF, ESI, bonus and gratuity (if any, arising from time to time) from the First Party, Second Party will make necessary compliances and shall maintain complete books showing payments made towards all statutory liabilities and shall submit statements showing payment of such liabilities to the first party on regular monthly basis. However same shall be dependent upon First Party complying with its corresponding obligation as stated above and any default by First Party in this regard will be the sole responsibility of the First Party.
8. That the Second Party shall provide details with regard to personnel to be deployed at Office of Delhi State Health Mission like proof of age, residence address (permanent/ temporary) educational and professional qualifications etc, supported by credentials. The Second Party shall also furnish two passport size photographs of such personnel to the First Party.
9. Aforesaid personnel so deployed with First Party shall be immediately replaced by Second Party if their performance is not found satisfactory by the First Party, for the reasons conveyed in writing. The decision of the First Party in this regard shall be final & binding on the Second Party. However if any action is initiated by such personnel regarding his/her replacement entailing any direction/penalty/compensation, same will be borne by the First Party.
10. First Party reserves the right to assign any additional duty to the personnel so deployed by the Second Party as and when required, subject to payment of additional amount with respect to over-time, pertinent allowances, etc, and service charges payable to Second Party in terms of preceding clause no. 2.
11. Aforesaid personnel so deployed by the Second Party shall have no right or claim for appointment either in First Party, Office of Delhi State Health Mission or in the Second Party i.e ICSIL.
12. The initial terms of the contract shall be for a **period upto 31st March, 2017** from the **date of execution of this agreement**. If however the First Party is of the opinion at any stage during the currency that the service of the Second Party is not satisfactory for any reason conveyed in writing, or that the Second Party commits breach of any term of this agreement as conveyed in writing, the First Party will first give notice in writing to the Second Party asking the Second Party to first rectify the performance/breach and if the same is not complied within 30 days of the receipt of notice by the Second Party, First Party shall be entitled to terminate the present agreement.

State Programme Management Unit
Delhi State Health Mission
6th Floor, A&B Wing, Vikas Bhawan-II
Near Metcalf House, Civil Lines, Delhi-110054



13. In the event of any dispute arising out of this agreement or with regard to any question arising out of the same, same shall be referred to a sole arbitrator the arbitration under the provisions of Arbitration and Conciliation Act, 1996 to be conducted at New Delhi. Language of arbitration shall be English and award of the arbitrator shall be final and binding.
14. The Furniture and equipment/ stationery including paper, register, eraser, pen, pencil etc. shall be provided by the First Party to the contractual employees in the office. Basic amenities will also be provided by the first party to the contractual employees. Leaves etc. shall be given as per the Labour Law.
15. The personnel so deputed by the Second Party shall maintain the secrecy and confidentiality of the work of the First Party and they shall perform the work assigned to them by First Party with due diligence and integrity.
16. The Second Party shall not engage any sub-contractor to transfer the contract to any other person.
17. All liabilities arising out of the accident or death while on duty shall be covered under ESI.
18. The Second Party should be registered with the concerned authority of Labour Department of Govt. of NCT of Delhi under Contract Labour Act, 1980 and Delhi Works Contract Act, if so required. For this, the First Party shall give Form 5 to the Second Party.

IN WITNESS HEREOF, the parties have entered into this agreement as of the date above written.

For Office of Delhi State Health Mission

Signature

Name *Mani* / DR. MANI BHATTIA
Designation *State Programme Manager*

Company Seal

State Programme Management Unit
Delhi State Health Mission
6th Floor, A&B-Wing, Vikas Bhawan-II
Near Metcalf House, Civil Lines, New Delhi-110054

For ICSIL

Signature

Name DEEPTI GUPTA
Designation *Mgr (HR)*

Company Seal

