

Intelligent Communication Systems India Limited.

(A Joint venture of ICSIL & DSIIDC)

Administrative Building

Above Post Office, Okhla Phase-III,

New Delhi – 110020 (India)

**Tender for Preparation of ICSIL's HR and
Organizational, Policy/Manual etc**

Tender Reference No: ICSIL/02/47/Tender HR Policy Manual ICSIL/Vol.-I/2021-22

Issued on: April 29th 2022

Issued By:

MM Division

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Visit us at <http://www.icsil.in>

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SECTION-1

Tender No.- ICSIL/02/47/Tender HR Policy Manual ICSIL/Vol.-I/2021-22

April 29, 2022

1.1 Notice Inviting Tender

Intelligent Communication Systems India Ltd. is a joint venture of Telecommunications Consultants India Ltd. (ICSIL), a Govt. of India enterprise and Delhi State Industrial and Infrastructure Development Corporation (DSIIDC), an undertaking of Delhi government. It has provided exemplary service in the IT sector, Contractual Manpower supply for Delhi Govt and Central Govt. departments, specializing in providing complete solutions in computerization, networking and telecommunication since 1987. With a well-focused vision and a global mission, ICSIL looks at greener pastures across the globe.

The Intelligent Communication Systems India Ltd. (ICSIL) invites e-bids from eligible bidders for “Preparation of ICSIL’s HR and Organizational Policy/Manuals etc.”

Details have been given in the Tender Document which is to be downloaded from the e-Procurement portal <https://govtprocurement.delhi.gov.in> and ICSIL website: www.icsil.in

Important tender details/time-lines are as follows:-

Name of the Work	Tender for Preparation of ICSIL’s HR and Organizational, Policy/Manual etc.
Tender No	ICSIL/02/47/Tender HR Policy Manual ICSIL/Vol.-I/2021-22
Bidding System:	e-Tender, Delhi Govt. e-Procurement portal https://govtprocurement.delhi.gov.in (Details also available on ICSIL Website www.icsil.in)
Nature of bid process	Two bid systems shall be followed; Part I shall be “Techno-Commercial Offer” and Part II shall be the “Financial Offer”.
Type of Tender	Open Tender, e-Tender
Availability of Tender document	Delhi Govt. e-Tender Portal https://govtprocurement.delhi.gov.in and website of ICSIL i.e. www.icsil.in
Date Issue of documents	29.04.2022
Contact person for seeking clarifications	1. Ms. Nafeesa Bano, Engineer (MM Division) 2.Mr. Jitender K Sharma Co-ordinator (RC&MM) 3. Mrs. Neha Gupta, DGM (O)
Contact details of the contact person	1. Email: nafeesa@icsil.in 3. Email:- Sharma.jitender513@gmail.com 4. Email:- neha.bansal@icsil.in
Pre-Bid Meeting	06.05.2022, 15:00 hrs
Address of Organization	INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD (ICSIL) Administrative Building, Above Post Office, Okhla Industrial Estate,Phase-III, New Delhi -110020 Phone No. 011-40538951
Last date and time for submission of e- Bid	20.05.2022 at 03:00 PM
Date and Time of opening of Technical Bid	20.05.2022 at 03:30 PM
Date and Time of opening of Financial Bid	To be communicated Later on
Earnest Money Deposit (EMD)	Rs 20,000/- (Rupees Twenty thousand only) in the form of DD or RTGS/NEFT in favour of Intelligent Communication Systems India Ltd., New Delhi-110020 Bank Name- Axis Bank Account No.- 911020003747228 IFSC Code- UTIB0000430 Branch- C.R Park

Tender Fee	NIL
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Eligibility Criteria:

The bidder shall fulfill the following Eligibility Criteria:

1. The bidder should be registered as a company in India as per Companies Act 1956/Indian Partnership Act 1932/Indian Registration Act 1908/Chartered Accountants Act 1949/Cost & Management Accountant Act 1966 (CMA's)/Limited Liability Partnership Act 2008 or amended as on date and should have competent team of professionals, in operation since the last 8 years preceeding the date of publication of this notice. The certificate of Incorporation issued by the Registrar of companies along with copies of Memorandum and Articles of Association are to be submitted along with Technical bid.
2. Bidder should have proven and demonstrable experience, expertise and resources in carrying out similar work in Central/ State PSU's during last 4 years ending 31st March, 2022.
- (Note: Please submit an Experience Certificate for above from the Client.)
3. Bidder should have experience of having successfully completed similar works during the last 4 years ending 31st March, 2022 as per following:
 - i) One similar work costing not less than Rs 4.00 Lac.
 - Or**
 - ii) Two similar works each costing not less than Rs 2.5 Lac.
 - Or**
 - iii) Three similar works each costing not less than Rs 2.0 Lac.

Similar Work Means: "Formulation of policies, re-categorization advisory, Preparation of Manuals such as HR/ Organizational / Policy / General /Administrative, Manual's etc.")
(Please submit copy of Purchase Order and Satisfactory Completion Certificate from the Client).
4. Bidder should have trained and experienced Technical and Management team of at least 05 qualified employees with experience in similar work.
(Please submit certified list of employees technically & management qualified on letterhead of organization/firm).
5. Average Annual Financial Turnover during the last 3 years, ending 31st March 2021, should be at least Rs. 2.5 Lac.
(Please submit Annual Report (Balance Sheet and Profit & Loss Account) for the last three financial years).
6. The Bidder should not have been barred by any Public Sector Undertaking / Govt. Department in doing business with them.
(Please submit Self Declaration/ Undertaking on Organization Letter Head as per format in Section 10-of Tender: No Conviction Certificate).
7. Bids in Consortium / Joint Ventures are not allowed.
8. Bidder should be ISO certified.
(Please submit copy of valid ISO 9001:2015 Certificate).
9. The Bidder should have a permanent establishment in Delhi / NCR. (Please submit copy of address proof).
10. The bidder should have PAN/TAN and GST registration certificate. (Please submit copy of PAN/TAN and GST registration certificate).

Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

Earnest Money amounting to **Rs. 20,000/- (Rs. Twenty Thousand only)** by Demand Draft or RTGS/NEFT in favour of "Intelligent Communication Systems India Ltd., New Delhi-110020, payable at Delhi from a Scheduled Bank from its branch at Delhi/New Delhi shall be submitted along with the tender.

Tenders received without EMD/inadequate EMD, shall be summarily rejected. The bidder must officially procure/download the tender documents from Delhi Govt. e-Procurement portal and

ICSIL Website before the last date and time of publishing of tender document in order to bid for this tender.

MSE's having UDYOG Aadhar Memorandum and Micro & Small Enterprises (MSE's) registered with NSIC/MSME are exempted from submission of EMD/Bid Security Deposit on production of requisite proof in the form of valid certificate from NSIC/MSME for tendered items/services.

- Please note that official procurement/downloading of Tender document from the e-Procurement portal <https://govtprocurement.delhi.gov.in> and ICSIL website: www.icsil.in is mandatory and that the bidder will in no case be able to participate in the tender without having procured/downloaded the official copy of the tender from the e-Procurement portal <https://govtprocurement.delhi.gov.in> and ICSIL website: www.icsil.in before the due date and time for the same.

Contact Information:

- ICSIL Contact-1 - Ms. Nafeesa Bano, Engineer (MM Div.)
Telephone: 9560729470
E-mail ID: nafeesa@icsil.in
- ICSIL Contact-2 - Mr. Jitender K Sharma, Co-ordinator (RC&MM)
Telephone: 9868131331
E-mail ID: sharma.jitender513@gmail.com
- ICSIL Contact-3 - Mrs. Neha Gupta, DGM (O)
Telephone: 9560707550
E-mail ID: neha.bansal@icsil.in

The price Offers of only those parties who qualify in the first stage shall be opened at time and date to be notified separately.

ICSIL reserves the right to accept or reject any or all the tenders without assigning any reason.

END OF SECTION 1-

SECTION 2
INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1 “Purchaser” means Intelligent Communication Systems India Ltd. (ICSIL), its Head Quarter at New Delhi
- 2.1.2 “Bidder” means the individual or firm or corporate body who participates in the tender and submits its bid.
- 2.1.3 “Goods/services” means all the hardware equipments, instruments, tools, machinery etc., and/or other materials like components/parts/spares including consumables which the supplier is required to supply to the Purchaser under the Purchase Order.
- 2.1.4 “Letter of Intent (LOI)” means the communication of the intention of the Purchaser to the Bidder to place the Purchaser Order for the former’s offered goods/services.
- 2.1.5 “Purchase/Work Order (PO)” means the order placed by the Purchaser on the Supplier duly signed by the Purchaser’s authorized representative to purchase certain goods/services & services from the vendor/contractor.
- 2.1.6 “Contract Price” means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:-

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders
Section 3	General (Commercial) Conditions of the Contract
Section 4	Special Conditions
Section 5	Price Bid Schedule & Bill of Quantity
Section 6	Scope of Work
Section 7	Format of Bid Bond (EMD)
Section 8	Format of Performance Bank Guarantee (PBG)
Section 9	Bid Submission Form
Section 10	No-Conviction Certificate

2.3.2 Any clarification or communications obtained from the Purchaser.

2.4 AMENDMENT TO BID DOCUMENTS

- 2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- 2.4.2 The amendments/Corrigendum will be notified on ICSIL Website and these amendments will be binding on them. Bidders are advised to visit ICSIL Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to provide requisite services. The bidder shall also submit documentary evidence in the form of literature, flowchart, and data on the goods/services offered.

2.8 BID SECURITY/EMD

2.8.1 The bidder must submit Earnest Money amounting to **Rs. 20,000/- (Rupees Twenty thousand only)** by way of Demand Draft or RTGS/NEFT in favour of Intelligent Communication Systems India Ltd. from a scheduled bank having branch at Delhi/New Delhi along with the Bid. Bid received without EMD/inadequate EMD shall be summarily rejected. MSE's having UDYOG Aadhar Memorandum and Micro & Small Enterprises (MSE's) registered with NSIC/MSME are exempted from submission of EMD/Bid Security Deposit on production of requisite proof in the form of valid certificate from NSIC/MSME for tendered items/services.

2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.

2.8.3 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.

2.8.4 The Bid security/EMD may be forfeited under the following circumstances: -

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
- b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
- c) If he fails to supply/provide the Goods/services/Service in terms of the project as per delivery schedule.

2.8.5 Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD and requisite Tender Fee, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

2.10 CLARIFICATION OF BIDS

2.10.1 To assist evaluation and comparison of the bids, the Purchaser may at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing.

2.10.2 The Purchaser does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and bidders shall provide the same at the rate quoted.

2.11 EVALUATION OF TENDERS

2.11.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.11.1 Arithmetical error shall be rectified on the following basis :-

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.11.2 A bid determined as substantially non-responsive shall be rejected by the Purchaser.

2.11.3 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.11.4 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.

2.11.5 The evaluation of the ranking shall be carried out on the landed price of goods/services offered inclusive of all taxes.

- 2.11.6 The total cost shall include all taxes and duties for which ICSIL makes payments to the consultant and other reimbursable expenses, such as travel, translation, report printing, or secretarial expenses as indicated in the tender document, if applicable.
- 2.11.7 The financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract.
- 2.11.8 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.
- 2.11.9 ICSIL shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.12 PURCHASER'S RIGHT TO VARY QUANTITIES

- 2.12.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods/services and services specified in the schedule of requirements without any change in unit price of the ordered quantity.
- 2.12.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.13 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.14 NOTIFICATION OF SUCCESSFUL BIDDER

- 2.14.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.14.2 Upon successful bidder furnishing of Performance Guarantee, the Purchaser will notify each successful bidder and will discharge its bid bond.

2.15 ISSUE OF LETTER OF INTENT

- 2.15.1 The issue of Letter of Intent/PO shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder.
- 2.15.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

2.16 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

2.17 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.18 DELIVERY

Delivery of the goods/services shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods/services shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

2.19 SUBMISSION OF BID

Bids must be submitted online on Govt. of NCT of Delhi e- procurement portal <https://govtprocurement.delhi.gov.in>, except the following, which shall be accepted in physical form:

- EMD in the form of Demand Draft or RTGS/NEFT in favour of Intelligent Communication Systems India Ltd., New Delhi-110020

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form. For detail instructions please refer to **Clause 2.21**.

2.20 OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to ICSIL will qualify to be opened online. The qualified parties shall be notified with the date and time of the opening of the Price Offer in advance. Representative of the qualified parties may attend the Online Price Bid opening.

In case of any conflict in any of the terms mentioned at **Section 4**, the same shall prevail over the terms mentioned in other sections.

2.21 INSTRUCTIONS REGARDING SUBMISSION OF BID

1. Bidding Methodology

The bid shall be submitted on line under two cover bid submission on Govt. of NCT of Delhi e-procurement portal <https://govtprocurement.delhi.gov.in>

2. Broad outline of activities from Bidders perspective:

The bidder shall follow the guideline given on the above web-site for submission of e-tender.

3. Digital Certificates

The bidder shall obtain Digital Signature Certificate as specified in the above web-site.

4. Registration

The bidder shall get himself registered for participating in e-tendering as per procedure laid down in the above web-site.

A. ONLINE SUBMISSION

PART-1 (Techno-Commercial Offer) shall contain the following:

- a) Documentary evidence in respect of the eligibility criteria mentioned in the Tender.
- b) Copy of Demand Draft or RTGS/NEFT amounting Rs. 20,000/-towards EMD in favour of “Intelligent Communication Systems India Ltd.” payable at New Delhi.
- c) A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Section of the tender.
- d) Bid Submission Form as per **Section 9**.

PART-II (Financial Offer) shall contain the financial offer as per details in Section-05.

B. OFFLINE/ONLINE SUBMISSION

The EMD shall be sent by the bidders by Courier / Speed-post, with the envelope marked “EMD for tender Ref. No.”. EMD may also be deposited by the bidders in the tender box kept at the Reception of ICSIL, New Delhi office at Ground Floor. (if not submitted through RTGS/NEFT)

- a) The online tender shall be opened at the stipulated time of opening in the presence of intending bidders.
- b) All offers received in response to this tender enquiry will be evaluated by the Committee initially based on the eligibility criteria and evaluate the capability of the Company/Firm.
- c) Bidder shall not sub-contract any part of this Assignment under contract to third party/parties.

2.22 In case of any conflict in any of the terms mentioned at Section-4, the same shall prevail over the terms mentioned in other sections.

- END OF SECTION 2 -

SECTION 3
GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices in the Purchase Order shall remain valid for the period of delivery schedule. In case of delayed supplies, after scheduled delivery period, the advantage of reduction of taxes/duties shall be passed onto the Purchaser and no benefit of increase will be permitted to the Supplier.

3.2 STANDARDS

The documents supplied under the contract shall confirm to the standards mentioned in Section-6 of this Tender document.

3.3 PATENT RIGHT

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods/services or any part thereof.

3.4 PERFORMANCE SECURITY

- 3.4.1 Within 10 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Security in the form of a Bank Guarantee for an amount equivalent to 3% of the contract/P.O value issued by a Scheduled Bank from its branch in Delhi in the prescribed format given in this tender.
- 3.4.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
- 3.4.3 The Performance Bond will be discharged by the Purchaser after 90 days of completion of the Supplier's obligations including any warranty obligations under the contract.
- 3.4.4 As regards validity of PBG, please refer to Special Conditions of the contract (Section-4).

3.5 CHANGE ORDERS

- 3.5.1 The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-
- a) Services to be provided by the supplier.
- 3.5.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.6 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

3.7 LIQUIDATED DAMAGES

- 3.7.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.
- 3.7.2 In case the Supplier fails to supply the goods/services against the order, the same shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.
- 3.7.3 For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Supplier for future purchases.

3.8 ARBITRATION

- 3.8.1 In the event of any dispute arising between ICSIL and the Supplier in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Managing Director, ICSIL who may himself act as sole arbitrator or may name as sole arbitrator an officer of ICSIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration

Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held at New Delhi.

3.8.2 The proceedings of arbitration shall be in English language:

3.8.3 In case any supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

3.8.4 In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

3.9 RISK PURCHASE

3.9.1 In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right:

- (a) to reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
- (b) to terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

3.10 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

3.11 GENERAL LIEN (Set-off)

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Company shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Supplier, if a security is taken from the Supplier. In the event of the Security being insufficient or if no security has been taken from the Supplier, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Company on demand the remaining balance due.

3.12 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of MD, ICSIL, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this

contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

3.13 TERMINATION FOR DEFAULT

3.13.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

- a) if the supplier fails to deliver any or all the goods/services within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .
- b) if the Supplier fails to perform any other obligation(s) under the contract; and
- c) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 30 days.

3.13.2 In the event the Purchaser terminates the contract in whole or in part pursuant to above para the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods/services. However, the Supplier shall continue the performance of the contract to the extent not terminated.

3.14 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

3.15 ADD ON/REPEAT ORDER

ICSIL reserves the right to place Add on /Repeat order for additional quantity up to 25% of the original order quantity at the same rate and terms & conditions of the purchase order within one year from the date of issue of purchase order.

- END OF SECTION 3 -

SECTION 4
SPECIAL CONDITIONS OF THE CONTRACT

1. PRICE BASIS:

All Inclusive as per price bid schedule at Section 5.

2. EVALUATION:

ICSIL will evaluate the Techno - Commercial Proposal and the Price Bid submitted by the bidder.

a. Evaluation Procedure :

Following procedure shall be adopted in evaluating the proposals:

i) In first stage:

-The eligibility criteria would be evaluated.

-The technical bid / offers of the bidders would be evaluated.

ii) In the second stage, Price offers of those who have qualified for first stage would be opened and evaluated.

iii) Bidder is required to quote for the complete BOQ. Partial quote are liable to be rejected.

iv) The total cost shall include all taxes and duties for which ICSIL makes payments to the consultant and other reimbursable expenses, such as travel, translation, report printing, or secretarial expenses as indicated in the tender document, if applicable.

v) The financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract.

3. PAYMENT TERMS:

Payment to Suppliers shall be made in INR through bank Transfer/Cheque/ RTGS.

- 20% payment shall be made on submission of Inception report to ICSIL.
- 30% payment shall be made on Presentation of Draft Manuals in ICSIL Board.
- 50% payment shall be made on submission of final report subject to acceptance of final report by ICSIL Board.
- No claim towards reimbursement/payment of any Nature of Expenses would be admissible if the consultant requires to visit multiple time to ICSIL.

4. TAXES:

The responsibility of applicable statutory taxes in the current date lies with the bidder.

Benefit/Burden due to change in tax rates and/or tax regime will be to account of ICSIL and shall be paid on actual in proportion to the current statutory taxes.

In case the Quoted Taxes by bidder in the bid are less than the prevailing rates, as on bid submission date, then evaluation will be done by taking into account quoted rates, but while placing the Purchase Order the basic cost shall be adjusted to meet Tax rates, on the date of bid opening, while keeping the total price fixed.

Income Tax at source will be deducted as required under Law in force.

5. PAYING AUTHORITY:

Joint General Manager (F & A),
ICSIL, Okhla Phase-3
New Delhi-110020

6. CONSIGNEE & INSPECTION AUTHORITY:

Deputy General Manager (O),
ICSIL, Okhla Phase-3
New Delhi-110020

7. DELIVERY SCHEDULE / PERIOD OF ASSIGNMENT :

Within 180 days from the date of issue of LOI/PO. Final Report hard bound as well as soft copy & all supporting data prepared by the consultant should be submitted to ICSIL which shall be the property of ICSIL. The consultant shall have not right whatsoever on such report & supporting data.

8. PERFORMANCE BANK GUARANTEE (PBG):

3% of the value of Purchase Order in the form of Bank Guarantee, valid up to 12 months from the date of Purchase Order, issued by a scheduled Bank from its branch in Delhi is required to be submitted within 10 days of issue of Purchase Order.

9. VALIDITY:

Validity of the bid shall be 120 days from the date of opening of the bid and extension if required.

10. PRE BID MEETING:

A Pre-Bid meeting shall be organized by the ICSIL.

11. AWARD OF CONTRACT:

ICSIL will determine whether techno-commercials and Financial Proposal/ Information are complete in all respects and the decision of the ICSIL shall be final. ICSIL reserves the right to cancel the bid at any stage without assigning any reason.

12. SET OFF:

Any sum of money (including refundable security deposit) due and payable to the Bidder/ Contractor, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by ICSIL and set off against any claim of ICSIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

13. INTEGRITY PACT:

This tender is not covered under Integrity Pact. Hence submission of IP Document is not required.

14. CONFIDENTIALITY:-

Any Information pertaining to the govt. or any other agency involved in the project, matter that comes to the knowledge of the bidder in connection with this tender will be confidential and the consultant will be fully responsible for the same being kept confidential.

- END OF SECTION 4 -

SECTION 5

PRICE BID SCHEDULE & BILL OF QUANTITY

5.1 Table –A: Charges for ICSIL Manuals.

S. No.	Description	Unit (Nos.)	Basic Unit Price (With-out Taxes)	Type of Applicable Tax	% of Applicable Taxes	Value of Applicable Taxes (INR)	Total Price (all Inclusive of all Taxes) (INR)
	(a)	(b)	(c)	(d)	(e)	(f)	(g) = (c) + (f)
1.	Providing of Manuals: -Organizational Manual -HR Policy/ Manual etc. (five hard copies of each manual as per Scope of Work)	1					
Total Amount (Rs.)							

(Total Amount in Words : _____)

Note:- The bidder has to submit in his Technical Bid Un-priced bid schedule (which shall not include any price) exactly in the same format as that of price bid covering the entire BOQ. In case this is not submitted in the technical bid, the technical bid shall be considered incomplete and it shall not be considered for evaluation. Bidder is also required to submit Quote for the completely filled BOQ in Price Bid duly signed and Stamped in PDF format (in e-tendering) separately in the Part II - “Price Offer”. Partial Quote are liable to be Rejected.

- The Bidder is required to quote as per above Format (Section 5)
- The total cost shall include all taxes and duties for which ICSIL makes payments to the consultant and other reimbursable expenses, such as travel, translation, report printing, or secretarial expenses as indicated in the tender document
- The financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract.
- In order to have better understanding of complete work, Vendor may FOLLOW THE SCOPE OF WORK & Format of Financial bid before submitting the bid

- END OF SECTION 5 -

SECTION 6
SCOPE OF WORK

- I. Preparation of manuals for all departments and processes including the project departments and current projects (details provided ahead) by:
 - a. Conducting study & Gap Analysis of the existing processes of ICSIL and corresponding manuals currently being followed by the HR department in ICSIL.
 - b. Audit of the existing HR procedures/manuals and create HR policies wherever they do not exist.
 - c. Suggesting and making changes to the manuals wherever required, in sync with the current best practices being followed in the industry in the public domain.
 - d. Preparation of the final step by step guidelines for HR Policy in ICSIL
 - e. Framing of policies as per Govt. guidelines wherever required.
- II. Sensitization of the various departments including department heads for smooth implementation of the new manuals
- III. Submission of 5 hard copies & soft copies of the manuals as prepared.
- IV. Organize the Divisions with staff strength.
- V. Hand holding during the implementation phase

Note:

The major responsibilities as specified in clause 1, above are indicative only and are not exhaustive in any manner.

Scope of the Manual:

- a) The manual should cover all the areas of operation of ICSIL
- b) It should cover all HR policies & procedures of ICSIL.
- c) The manual should provide information on:
 - i) Policy guidelines
 - Organization policies, HR policies & procedures
 - Government guidelines and policies
 - ii) The manual should act as a reference manual for all departments/divisions/sections
 - Summarize all the information related to HR policies & procedures and organization structure.
 - Should act as an explanatory tool for all departments

Detailed Scope of the Manual:

It is necessary for an organization to have a Manual clearly indicating the methods and procedures which are to be applied while discharging its functions. The efficiency of an organization, to a large extent, depends on evaluation of adequate process & procedures and the ability of its employees to follow them. Manual is an authoritative and handy work of reference to guide the officer's functions in their fields of work which explains how to put the presented information into practice and step by step guidelines for particular topic which serves as a reference note and instruct how to resolve the problems as they occur. It is a booklet that gives practical instructions on how to do something or how to use something.

1. The Manual of organization should essentially contain the following information:-

- a) General Information — Name & structure of the organization; HR policies and procedures..

2. Classification of Manuals

The Manual is normally classified into following two categories:-

- a) Organizational Manual
- b) HR Policy Manual

3. Organizational Manual

- a) Manual includes organizational structure, duties, rights and powers of the officials and staff.
- b) It also covers hierarchy of the organization including relationships between officials and departments.
- c) The number of decision making levels (it should not exceed four)
- d) It stipulates the do's and don'ts of the organization.

- e) It also should include the delegation of power for both in the organization and for the different projects and JV's being managed by ICSIL
4. HR Policy Manual
- a) Recruitment & Promotion Policies and Performance Appraisals, keeping in view of existing manpower of ICSIL.
 - b) Manual contains basic policies of the organization.
 - c) It describes the overall limitations within which managerial & Administrative actions can take place.
 - d) Leaves, LTC and other allowances etc.
5. Manual Covers
- The manual for the organization should include the following areas:
- a) Organizational Structure
 - b) HR Policies and Procedures
6. Purpose of the Manual
- a) Manual should provide officials with all the basic guidelines of HR policies & procedures.
7. Terms of Reference:
- Primary Scope of the assignment is to consult and provide expertise to Intelligent Communication Systems India Limited (ICSIL) in preparing a comprehensive Process Manual for ICSIL involving HR Department and HR Processes of the organization.
 - While preparing this document the Consultant shall also recommend changes in the existing policies drawing reference(s) from similar policies as followed in other Central/State PSUs.
 - The Consultant shall also prepare model formats to be utilized in respect to various policies.
- A. APPROACH, METHODOLOGY AND WORK PLAN PROPOSED FOR THE PROJECT**
- Bidder to provide proposed approach, methodology and work plan based on the understanding of Scope of the Works which will also be used for evaluation
- Some of the parameters to be included are:
- Understanding of the assignment and its objectives.
 - Overall approach and its responsiveness to the objective of the assignment.
 - Methodology to be adopted.
 - Project Plan with milestone and timelines
 - Organization and Staffing
 - Risk Management.

- END OF SECTION 6 -

SECTION 7

BID BOND (EMD FORMAT)

Whereas (hereinafter called “the Bidder”) has submitted its bid dated
For the supply of Vide Tender No. dated

KNOW ALL MEN by these presents that WE OF Having our registered office at (hereinafter called “the Bank”) are bound unto Intelligent Communication Systems India Limited (hereinafter called “the Purchaser”) in the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **fails or refuses to execute the Contract, if required; or**
 - (b) **fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

- END OF SECTION 7 -

SECTION 8

PERFORMANCE BANK GUARANTEE (PBG Format)

(TO BE ISSUED BY A DELHI BRANCH)

**M/s Intelligent Communication Systems India Ltd.,
Administrative Building, Above Post Office,
Okhla Industrial Estate,Phase-III,
New Delhi -110020**

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of **Intelligent Communication Systems India Ltd.,** having its office at **ICSIL Okhla Industrial Estate,Phase-III, New Delhi -110020 (INDIA)** (hereinafter referred to as "ICSIL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and ICSIL having agreed that the Supplier shall furnish to ICSIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

**Authorized Signature
Manager
Seal of Bank**

- END OF SECTION 8 -

SECTION-9

BID SUBMISSION FORM

Offer No.: _____

Date: _____

To

Deputy General Manager (O)
M/s Intelligent Communication Systems India Ltd.,
Administrative Building, Above Post Office,
Okhla Industrial Estate,Phase-III,
New Delhi -110020

Dear Sir,

In response to your **Tender No. ICSIL/02/47/Tender HR Policy Manual ICSIL/Vol.-I/2021-22 dated April 29, 2022** for **Preparation of ICSIL's Organizational, HR, Policy/Manual's etc.** we hereby submit our offer herewith.

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorised Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
8. Alternate Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
9. PAN Number : _____
10. TIN Number : _____
State : _____

11. Service Tax Regn. No. : _____
12. ECC Number : _____
13. Beneficiary's complete Bank Details in case payment through LC is approved.
- Bank Account No. : _____
- IFSC / NEFT Code : _____
- Name of the Bank : _____
- Address of the Branch : _____
14. Particulars of EMD
- Amount : Rs. _____
- Mode of Payment (DD/BG) : _____
- DD/BG No. : _____
- Date : _____
- Name of the Bank : _____
- Address of the Bank : _____
- Validity of BG : _____
15. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Annual Report attached at Page No.	Turnover in Rs. (Lakh)
2018-2019		
2019-2020		
2020-2021		
Average Turnover		

16. Details of similar work / order executed during last 4 years ending 31st March 2022. (Please submit copy of completion certificate from the client.)

Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

17. Please mention the place from where shipment will be effected.

18. Country of Origin of Goods/services offered (Itemwise)

19. Please Mention Mode of Shipment (Sea/Air/Rail/Road)

20. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC / State.

21. If you are MSME is it owned by SC/ST Entrepreneurs. If Yes, please specify the Name of the Owner who is SC or ST.

22. Following Documents are submitted to substantiate other eligibility criteria.

i) _____

ii) _____

iii) _____

DECLARATION

1) We have read and understood the terms & conditions of the above mentioned tender and comply to all Terms & Conditions of your Tender.

(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)

- 2) We certify that the information mentioned above are true and correct to best of our knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains _____ No. of pages including all Annexures and Enclosures.

Place:

Signature of Authorised Signatory

Date:

Name:

Designation:

Seal:

- END OF SECTION 9 -

SECTION-10

No-Conviction Certificate

[On the letter head of the Organization]

Offer No.: _____

Date: _____

To

**Deputy General Manager(O)
M/s Intelligent Communication Systems India Ltd.,
Administrative Building, Above Post Office,
Okhla Industrial Estate,Phase-III,
New Delhi -110020**

Dear Sir/Madam,

In response to your above Tender, This is to certify that _____ (Name of the organization), having registered

Office at _____

(Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department or Court of law anywhere in the country.

Signature:

Name of the Authorized

Signatory: Designation:

Contact details (including E-mail):

Date:

In case of Joint Venture, No-Conviction Certificate has to be submitted by all the partners.

- END OF SECTION 10 -