



Intelligent Communications Systems India Ltd
Administrative Building above Post Office, Okhla
Industrial Estate Phase III, New Delhi-110020
Tel.: +91-11-26929051



Tender For

Implementation and Maintenance of Human Resource Management System (HRMS) comprising HR, Payroll and Finance Modules

Tender No: ICSIL/F&A/2024-25/10 Issued on: 13/01/2026

Issued By:

MM/IT Division

Tel: 011-40538951, 011-35024705

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

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1. Notice Inviting Tender

1.1 Important Details

Intelligent Communication Systems India Ltd. is a joint venture of Telecommunications Consultants India Ltd. (TCIL), 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, 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 for **Implementation and Maintenance of Human Resource Management System (HRMS) comprising HR, Payroll, and Finance Modules.**

Detailed Tender Document to be downloaded from the e-Procurement portal of Delhi Govt <https://govtprocurement.delhi.gov.in> and ICSIL website: www.icsil.in

Important tender details/timelines are as follows: -

1	Service Description	Implementation and Maintenance of Human Resource Management System (HRMS) comprising HR, Payroll, and Finance Modules
2	Tender No	ICSIL/F&A/2024-25/10
3	Type of Tender & Nature of bidding process	Open Tender inviting e-bids in Two bid system on Delhi Govt e-Procurement Portal
4	Availability of Tender document	Delhi Govt. e-Tender Portal https://govtprocurement.delhi.gov.in and on website of ICSIL i.e. www.icsil.in
5	Date Issue of documents	13/01/2026
6	Contact person for seeking clarifications	1. Mr. Ravi Tripathy (System Analyst) 2. Mr. Diwakar Vaish (HR coordinator) 3. Mr Shekhar Tiwari (Sr Accountant)
7	Contact details of the contact person	1. Ravi.tripathy@icsil.in 2. Diwakar.vaish@icsil.in 3. Shekhar@icsil.in
8	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, 011-35024705
9	Last date and time for receipt of Queries	20/01/2026 No further queries after due date and time shall be entertained.
10	Pre-Bid Meeting Date	21/01/2026
11	Last date and time for submission of e- Bid	03/02/2026 at 03:00 PM
12	Date and Time of opening of Technical Bid	03/02/2026 at 03:30 PM
13	Date and time of opening of Financial Bid	To be communicated Later on
14	Earnest Money Deposit (EMD)	Rs. 2,00,000/- in the form of DD or RTGS/NEFT in favour of Intelligent Communication Systems India Ltd., New Delhi-110020 Bank Name- Indian Bank Account No.- 443261152 Account Type- Current Account IFSC Code- IDIB000N044, Branch- Nehru Place, New Delhi
15	Tender Fee	NIL
16	Award Criteria	QCBS

1.2 Pre-Qualification Criteria:

The bidder shall fulfill the following Eligibility Criteria:

Sr.No.	Qualification Criteria	Mandatory documentary evidence to be Submitted
1.	Company(s)/Firm(s) should be registered under the Indian companies act, 1956 (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered under the Partnership Act, 1932.	Company Profile, MOA&A Certificate of Incorporation, PAN Card GSTIN Certificate
2	The bidder should have its office (Head Office/ Regional/Branch Office) in Delhi/NCR	Copy of Registration Certificate, Electricity Bill, Telephone Bill, GSTIN Certificate, or an Undertaking to establish a local office within 01 month from the date of award of work.
3	The bidder should have minimum average annual Financial Turnover of not less than Rs. 05 Crores during the last three F.Y. , ending 31st March 2025.	Bidder should submit CA certified Annual Report- Audited Balance Sheet and Profit & Loss Statement for the respective years
4	Company(s)/Firms should have positive net worth and profit making from the last three financial years ending 31st March 2025	CA certificate mentioning net profit of the bidder should be enclosed.
5	The bidder must have atleast 3 years' experience ending March 2025, of providing *similar type of services to Central/State Government/PSUs/Nationalized Bank/Reputed Organizations. in implementation of similar software solution	Work Order along with Satisfactory Completion Certificate
6	The Bidder must have successfully executed/completed *similar services over the last 7 Financial Years ending 31-03-2025 as per following: - Three similar work orders each of value > Rs. 40lakh OR Two similar work orders each of value > Rs. 50 lakh OR One similar work order of value >Rs. 80 lakh. *similar services means Development/customization of software preferably HR, Payroll and Finance modules	Work Order along with satisfactory completion certificate and proof of payment received against the Work Order.
7	A self-undertaking that the bidder has not been blacklisted and debarred on the basis of FIR lodged against him or any other fault connected with their services by any department/autonomous body/PSU of the Central/State Government/ Private or any agency in India.	Declaration on company letter head signed by authorized signatory as per attached format. Annexure-I
8	The bidder must have ISO 9001:2015, 27001:2015 certification	Copies of the valid ISO certificates
9	Company(s)/Firms(s) should not be under a Declaration of Ineligibility for corrupt or fraudulent practices by Government of India or any of the State Governments.	Undertaking on company letter head signed by authorized signatory.
10	Power of Attorney for Signing Authorities to be submitted along with the offer. Company(s)/Firms(s) has to submit Power of Attorney on Stamp paper as per law in India.	Valid Power of Attorney on Stamp Paper along with board of resolution for authorizing for signing authority.
11	Bid Security/Earnest Money Deposit (EMD)	Rs 2,00,000/-as per details mentioned in Section 1 i.e. Notice Inviting Tender

NB: 1 The documentary evidence in support of the Eligibility criteria given above is required to be furnished by the Bidder, failing which the bid may be rejected.

NB: 2 The Bidder is required to quote for the complete line items. Partial quotes are liable to be rejected.

NB: 3 Bidder who qualify the above-mentioned Pre-Qualification criteria will be considered for further course of Evaluation and will be called for verification of documents uploaded in technical bid and Presentation of solution proposed.

NB: 4 Tenders received without EMD/inadequate EMD shall be summarily rejected. The bidder must download the tender documents from the e- Procurement portal of Delhi Govt. & ICSIL website before the last date and time of submission of tender document in order to bid for this tender.

NB: 5 In case of Micro and Small Enterprises (MSEs), the valid registration certificate / Udyog Aadhaar Memorandum is required.

MSEs registered with the NSIC/MSME are exempted from submission of EMD on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services. Micro and Small Enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid Memorandum certificate is must.

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.

FINANCIAL BID:

As per format specified at Section -5.

-END of SECTION – 1

SECTION -2

2 INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

1. “Purchaser” means Intelligent Communication System India Ltd. (ICSIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India.
2. “Bidder” means the individual or firm or corporate body who participates in the tender and submits its bid.
3. “Goods/Services” means all the material/services which the supplier is required to supply/provide to the Purchaser under the contract.
4. “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 from the vendor/contractor.
5. “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 include: As per Table of Content-
- 2.3.2 Any clarification or communications obtained from the Purchaser.

2.4 AMENDMENT TO BID DOCUMENTS

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. 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

As per details given under Eligibility Criteria.

2.8 BID SECURITY/EMD

2.8.1 The bidder must submit the EMD amounting to Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand only) as per details mentioned in Section 1 i.e. Notice Inviting Tender. Bid received without EMD/inadequate EMD shall be summarily rejected.

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: -

If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.

In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or If he fails to supply/provide the Goods/Service in terms of the project as per delivery schedule.

2.8.5 Bid securities of the un-successful 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 a period of 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 ask the bidder for clarification of the bid. The clarification and response from the bidder shall be in writing.

2.10.2 The Purchaser does not bind himself to accept the lowest or any tender and reserves 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 BIDS

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.

2.11.2 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.

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

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

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

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

2.11.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case and as per Capacity / Capability of the bidders.

2.11.8 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 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 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 in favour of Intelligent Communication Systems India Ltd.

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. Representatives of the qualified parties may attend the Online Price Bid opening.

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 the 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 at 1.2 of the Tender documents
- b) Copy of 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 8.
- e) Other relevant document(s) in connection with the Tender/Corrigendum

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

B. OFFLINE 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.

***In addition to e-bid submission on Delhi Govt e- Procurement Portal, bidders must submit certified true copy of relevant supporting documents in physical form in a sealed envelope with duly mentioned Tender Reference Number**

- 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.

-END OF SECTION 2-

SECTION - 3

3. GENERAL CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after 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 conform to the standards mentioned in the Scope of Work of this Tender document.

3.3 PATENT RIGHTS

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 or any part thereof.

3.4 PERFORMANCE SECURITY

- a) The successful bidder shall, submit **Performance Bank Guarantee** drawn in favour of “**Intelligent Communication Systems India Ltd.**”, payable at Delhi within 10 (ten) days from the date of issue of Letter of Intent as per following: -
 - I. 5 % of Total PO Value which includes Onetime implementation cost and post Go-Live quarterly subscription charges for 07 years valid till 96 months from the date of issuance of Letter of Intent
 - II. Top up BG valid till 02 months after Go-Live amounting to a value obtained after subtracting stage payment from “I”
- b) The Performance Security will be discharged by ICSIL after completion of Agency’s obligation under and in accordance with the terms of the Agreement. If the Contract is extended for further period, the BG will have to be extended by the vendor up to 2 months beyond the extended period.
- c) 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.
- d) The Performance Security will be discharged by the Purchaser after completion of the Supplier’s obligations under the contract.
- e) The vendor shall submit an Additional Bank Guarantee equivalent to 100% of the payment/amount before the stage payment is released under this contract.
- f) The additional Bank Guarantee shall be released two (2) months after the Go-Live date, subject to the satisfactory and timely completion of work.

3.5 SUB-LETTING

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

3.6 ARBITRATION

- (I) 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.

The proceedings of arbitration shall be in English language:

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.

(II) 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.

3.7 RISK PURCHASE

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.

3.8 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.

3.9 GENERAL LIEN

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.

3.10 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.

3.11 TERMINATION FOR DEFAULT

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.

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.

3.12 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.

3.13 ADD ON/REPEAT ORDER

ICSIL reserves the right to place Add on/Repeat order for additional quantity upto 100% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order

3.14 SET OFF

Any sum of money (including refundable security deposit and PBG) 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.

*Any other terms/conditions not mentioned herein, will be as per GFR Guidelines.

- END OF SECTION 3 -

SECTION – 4

4. SPECIAL CONDITIONS

4.1 PRICE BASIS

All Inclusive as per Price Bid Schedule at Section 5.

4.2 EVALUATION CRITERION

Evaluation of Technical Bid: To become eligible for Technical Bid Evaluation, the bidder must meet the minimum eligibility criteria as prescribed in Eligibility Criteria clause.

Marking System, applicable only for eligible bidders, is as under: - (100 Marks) :-

Sr. No	Particulars	Points per criteria	Total Points per criteria	Response by bidder	Supporting documents required
1	No. of years of Firm/Company/Proprietor (minimum 3 years)	-5 Points for minimum period of 3 years. -Additional 1 point per Year.	20		Copy of Certificate of Incorporation and Proprietary firms should submit a copy of balance sheet for past 3 years as a documentary proof.
2	Minimum 5 No. of Qualified experienced staff (Minimum qualification B.E./B.Tech/MCA and 03 years post qualification experience	-10 points minimum for 5 qualified experienced staff -Additional 1 point per qualified staff	20		Self-declaration by the Managing Director/Partner/Proprietor of the firm/company. *necessary supporting documents to be attached
3	Average Annual Financial Turnover during the last three years, ending 31st March 2025, should be at least Rs.05 crore from the business of software development.	10 Points for minimum 05 Crores Turnover. Additional 1 point per 01 crore average turnover	20		Statement of Profit and Loss duly audited stating Membership no. of such auditor/firm for FY 2022-23, 2023-24 and 2024-25
4	Project Experience: - The Bidder must have successfully executed/completed *similar services over the last 7 Financial Years ending 31-03-2025 as per following: - Three similar work orders each of value > Rs. 40 lakh OR Two similar work orders each of value > Rs. 50 lakh OR One similar work order of value > Rs. 80 lakh. *similar services means Development/customization of software preferably HR, Payroll and Finance modules	10 Points for Minimum Qualification and additional 01 point for every additional work order of value specified	30		Work Order and copies of completion certificate / proof of final payment received ending 30th Aug 2025
5	Presentation on Approach, Methodologies and Demonstration of module wise functionalities		10		
	Total Marks		100		

***Bidders may be asked to submit a detailed presentation on their proposals in the form of soft copy along with the bid so as to facilitate better understanding of their proposal and to ensure commitment.**

***In addition to e-bid submission on Delhi Govt e- Procurement Portal, bidders must submit certified true copy of relevant supporting documents in physical form in a sealed envelope with duly mentioned Tender Reference Number.**

Note: -The bidders secure 70% & above marks in aggregate in Stage-I will be declared successful in technical bid evaluation and will qualify for Opening of their Financial Bid. Technical score of Stage I shall be termed as “T”

4.2.2 SELECTION CRITERION & AWARD OF WORK

- a. The final selection shall be based on QCBS i.e. Quality and Cost based Selection process. The Financial bid of those bidders who will qualify in Stage-I of Technical bid evaluation, shall be opened at a later date and time duly notified to them in writing separately.

The % weightage to be given to Technical and Financial proposals shall be 70:30. The bidder with the highest weighted combined score (quality and cost) shall be selected

Combined Score = B is derived as under

The weight of the Technical = (T)

The weight of the Price = (P)

B= (Clow/C) X + T/Thigh (1-X)

C=Evaluated Bid Price

Clow= the lowest of all Evaluated Bid Prices among responsive Bids

T=the total Technical Score awarded to the Bid

Thigh= the Technical Score achieved by the Bid that was scored best among all responsive Bids

X= weight for the Price

The bidder achieving the highest combined score will be considered to be the successful bidder and work shall be awarded to the successful bidder.

As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 (Seventy five) and the weightage of the technical bids and financial bids was kept as 70:30 (Seventy: Thirty). In response to the RFP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks as under:

A: 75 Marks

B: 80 Marks

C: 90 Marks

The minimum qualifying marks were 75 (Seventy five) thus, all the three proposals were found technically suitable. Using the formula T/Thigh, the following technical points are awarded by the evaluation committee:

A: $75/90 = 83$ points

B: $80/90 = 89$ points

C: $90/90 = 100$ points

The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A: Rs.120.

B: Rs.100.

C: Rs.110.

Using the formula Clow/C, the committee gave them the following points for financial proposals:

A: $100/120 = 83$ points

B: $100/100 = 100$ points

C: $100/110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $83 \times 0.30 + 83 \times 0.70 = 83$ points.

Proposal B: $100 \times 0.30 + 89 \times 0.70 = 92.3$ points

Proposal C: $91 \times 0.30 + 100 \times 0.70 = 97.3$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 83 points: H-3

Proposal B: 92.3 points: H-2

Proposal C: 97.3 points: H-1

Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

Other Conditions:

- i. Micro & small Medium Enterprises (MSME's) having UDYOG Aadhar Memorandum and MSE's registered with the NSIC/MSME are exempted from submission of EMD/Bid Security Deposit and Tender Fee on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services.

The MSE bidder need to submit a self-declaration that they have uploaded their UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012.

- ii. Startups registered with DIPP are exempted from submission of EMD/Bid Security Deposit and Tender Fee on production of requisite proof in the form of valid Certification from DIPP. Non submission of requisite proof will be treated as bid without EMD and shall be summarily rejected.
- b. The Committee will examine all the documents enclosed with the proposal regarding Eligibility criteria, etc.
 - c. The firm has to fulfill all the eligibility criteria given in the Document. If it fails to achieve 70% marks in the technical evaluation then proposal shall be rejected and shall not be processed for further evaluation.
 - d. After technical evaluation, Price bid will be opened only for those who obtain 70% marks or above. The final selection of successful bidders shall be based on QCBS basis
 - e. In case of tie in price of two bidders then whose technical marks are higher shall be declared accepted.
 - f. ICSIL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidder as regards non-acceptance of their tender.

4.3 PAYMENT TERMS

S. No.	Stages	Value X= 30 %* Total PO Value where PO Value = Implementation cost + Support Charges for 07 years post Go-Live	Additional BG Required equivalent to 100% of the payment amount to be released. * Subject to subtracting from “I” of Clause 3.4
1	Preparation of SRS document as per detailed users' requirement	10% of X	
2	Software Customization, Data Migration, Integration & Implementation as per SRS	60% of X	
3	User Acceptance Testing (UAT)	20 % of X	
4	Security Audit & Go-Live & Training	10 % of X	
5	Support Charges for 07 years post Go-Live	Balance payment (70 % of total PO value) to be released on Quarterly basis **Quarterly payments shall be linked to achievement of agreed SLA parameters with proportionate deductions for non-achievement.	

4.4 PAYING AUTHORITY: -Head of Department (F & A), ICSIL, Okhla Phase-3, New Delhi-110020

4.5 DELIVERYTIMELINE

S. No.	Stages	Timeline (in month)
1	Preparation of SRS document as per detailed users' requirement	02 from the date of Work Order
2	Software Customization, Data Migration, Integration & Implementation as per SRS	04 from the date of SRS approval
3	User Acceptance Testing (UAT)	02 from start of UAT
4	Security Audit & Go-Live, users' training in parallel	02 from UAT completion

4.6 INSPECTING AUTHORITY :-Head of Department (IT Division), ICSIL, Okhla Phase-3, New Delhi-110020

4.7 PERFORMANCE SECURITY

As specified in Section 3, Clause 3.4

4.8 PERIOD OF AGREEMENT

This agreement shall be valid **initially for a period of 07Years after Go-Live which may be extended annually on same terms and on mutual consent** of both the parties (i.e. ICSIL & Vendor), subject to satisfactory performance. The decision to extend the agreement shall only lie with ICSIL.

4.9 VALIDITY PERIOD OF BID

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

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. A bidder accepting the request and granting extension will not be permitted to modify his bid.

4.10 LIQUIDATED DAMAGES:-

4.10.1 The date of delivery of goods/services and completion of activities as stipulated in the tender shall be deemed to be the essence of the Contract. Delivery and performance must be completed within the timelines specified. Extension of delivery period shall not be granted except in exceptional circumstances and at the sole discretion of ICSIL.

4.10.2 In case the Vendor fails to deliver the goods/services or complete the work within the stipulated time or any approved extension thereof, and such delay is accepted by ICSIL, the same shall not deprive ICSIL of its right to recover Liquidated Damages.

4.10.3 In case the Vendor fails to supply the goods/services or perform contractual obligations, ICSIL shall be entitled to procure the same from any other source at the risk and cost of the Vendor, and the excess expenditure incurred shall be recoverable from the Vendor's dues, Performance Bank Guarantee, or any other amount payable.

4.10.4 For delay in delivery or performance, Liquidated Damages shall be levied at the rate of 2% of the value of the delayed goods/services or total order value (where part delivery is of no use to ICSIL) for every two (2) working days of delay, subject to a maximum limit of 10% of the total applicable value. ICSIL shall also reserve the right to cancel the order and forfeit the Performance Security and/or debar the Vendor, as per applicable rules.

4.10.5 (Linkage of Liquidated Damages with SLA – Annexure II) It is hereby clarified that the Service Level Agreement (SLA) specified at Annexure–II shall form an integral part of this Contract. Penalties arising out of SLA non-compliance shall be treated as Liquidated Damages for the purpose of this Contract.

4.10.6 Liquidated Damages arising from post Go-Live operational performance, including but not limited to application uptime, incident resolution, payroll processing delays, statutory non-compliance, data security breaches, and backup failures, shall be governed by the SLA (Annexure–II) and shall be recovered through proportionate deduction from quarterly subscription payments or other **dues**.

4.10.7 For the same event or cause of default, Liquidated Damages shall be levied under either this Clause (4.10) or the SLA (Annexure–II), whichever is more specifically applicable, and no overlapping or duplicate penalties shall be imposed, in line with General Financial Rules (GFR).

4.10.8 The aggregate Liquidated Damages in any quarter shall be capped at 10% of the applicable quarterly subscription charges, in conformity with GFR provisions and Clause 8.6 of Annexure–II.

4.10.9 In the event of repeated or continuous SLA breaches, as defined in Annexure–II, ICSIL shall be entitled to invoke the Performance Bank Guarantee proportionate to the extent of loss, and/or terminate the Contract in accordance with this Clause and other applicable termination provisions.

4.10.10 Recovery of Liquidated Damages under this Clause shall be without prejudice to ICSIL's rights to termination, risk-and-cost procurement, forfeiture/invoke of Performance Security, or any other remedy available under the Contract or applicable law.

*Any other terms/conditions not mentioned herein, will be as per GFR Guidelines.

- END OF SECTION 4 -

SECTION – 5

5. PRICE BID SCHEDULE (To be printed on Letter Head)

S. No.	Component	Cost (INR)
1	Preparation of SRS document as per detailed users' requirement	
2	Software Customization, Data Migration, Integration & Implementation as per SRS	
3	User Acceptance Testing (UAT)	
4	Security Audit & Go-Live followed by users' training	
5	Quarterly support Charges post Go-Live for a period of 07 years	
6	Total support Charges post Go-Live for 7 years =(5)x28	
	Total Cost (1+2+3+4+6) in Figures	
	Total Cost (1+2+3+4+6) in words	

Notes: -

1. Please provide all figures **exclusive of taxes**.
2. Partial Quotes not allowed
3. Lowest Bidder (L1) will be decided on the basis of Total Cost

We agree to carry out the Work at the rate quoted above for the duration of one full year. We understand that ICSIL, Delhi is not bound to accept the lowest or any other offer and reserves the right to accept or reject any or all the offers either in full or in part without assigning any reason.

Signatures : - : _____
Name of the Person. : _____
Organization : _____
Address : _____

Seal of the Organization : _____

END OF SECTION 5 -

6. SCOPE OF WORK

6.1 Key Requirements

The objective of this project is **Implementation and Maintenance of Human Resource Management System (HRMS) comprising HR, Payroll, and Finance Modules** with the following key goals:

- Customization and Implementation of HR, Payroll & Finance Management software Solution as per ICSIL users' requirements.
- Ensure automation of HR, payroll, Invoicing, and salary processing for approx. 7500 employees expended upto 20,000 employees, if userbase increases then storage may be increased accordingly.
- Compliance with updated EPF, ESIC, GST, TDS, and labor regulations.
- Integration with existing accounting system (Tally) and with data sources (Excel).
- Role based access for 35 users concurrently (approximately). However number of users enrolled for usage is unlimited.
- Real time Dashboard & analytics

6.2. Core Modules and Features

Module wise features/functions include but not limited to following:-

6.2.1 Human Resource Management Module

- Centralized Database Management of Approximately 7500 Employee which may be extended upto 20,000 employees, if userbase increases then storage may be increased accordingly.
- Attendance & Leave Tracking
- Data Migration from data sources (Excel/PDF)
- Workforce Management (transfers, promotions, organizational charts)
- Statutory Compliance & Regulatory Updates
- Pre-Built & Customizable Reports (on-boarding, turnover, absenteeism, joining/relieving)
- Real-Time Dashboards & Analytics

6.2.2 Payroll Management Module

- End-to-End Payroll Automation
- Uploading of attendance of outsource employees in pre-define excel format (real time software generated) by MR Coordinator along with supporting proof.
- Forwarding of uploaded attendance to In-charge (MR) for verification and onward forwarding to Finance division for e-Tax Invoice Preparation
- Statutory Compliance (EPF, ESIC, GST, TDS, etc.) as per updated regulations

6.2.3 Finance Management Module

- E-Tax Invoice generation with Customizable Templates including provision for virtual Account Codes client wise /project wise.
- Real time Tracking of receipt of payments against e-Tax Invoice through API based linking of Bank account statement.
- Salary processing as per applicable calculation.
- Bank reconciliation features through API based linking of Bank account statement(s)
- Financial Analytics: Trail Balance, Balance Sheet, Profit & Loss, Cash Flow, Budget vs. Actual
- Role-Based Access Control

6.3. Common Features

- a. **Secure Role-Based Access** (Total users =35 including 04 HR users for EDBMS, 10 MR coordinators for Uploading of attendance, 02 Users for Approval of Attendance and on-ward forwarding, 03 users for e-Tax Invoice preparation and 04 admin user for allocation of user rights and 12 other users)

*Above user rights are tentative which will be finalized at the time of SRS.

- b. **Audit Trail:** Complete log of system actions for accountability.
- c. **Disaster Recovery & Backup:** Ensuring business continuity and data resilience.
- d. **Data Security & Privacy Compliance:** Adherence to IT Act, GDPR-equivalent practices.

6.4. Project Deliverables

- Software Requirement Specification (SRS)
- Customized Software as per SRS (ICSIL users' requirements)
- Integration with existing accounting software (Tally) and HR data sources (Excel/pdf)
- Data migration and validation
- Provide Link for user acceptance testing
- CERT-In Security Audit certification
- Bidder shall provide all required equipment, tools and resources which may not be specifically stated herein but required to meet required specifications.
- Go-Live & stabilization
- Comprehensive documentation (User manuals, SOPs)
- Training for HR, Finance, other users team
- 7 Years post implementation support during contract period which includes customization of software/reports as users' requirements
- All data generated shall remain the property of ICSIL, upon contract expiry/termination, vendor shall provide complete data/dump in open formats and migration support to ICSIL or another vendor without additional cost.
- Exit Management formalities include handover & takeover of data and system generated reports.

Note: -

1. Bidder must provide Contact details of Project Team including escalation Matrix
2. All above functions must be linked and synced module wise.
3. The Software Solution must include but not limited to above functionalities.

END OF SECTION 6 –

7. PERFORMANCE SECURITY FORMAT

Guarantee No. _____

Amount of Guarantee Rs. _____

Guarantee cover from (Name of Bank) _____

Last date for lodgment of claim(s) _____

B.G. in No. of pages including this page _____

THIS DEED OF GUARANTEE made this _____ day of _____ 2026 by _____ having one of its Branch at _____ acting through its Manager (hereinafter called 'The Bank' which expression shall whenever the context so requires include its successors and permitted assigns) in favour of M/s Intelligent Communication Systems India Ltd. (A joint Venture of TCIL-A Govt. of India Enterprise & DSIIDC –An Undertaking of Delhi Govt.) registered under the Company's act 1956, having its office at ICSIL Administrative Building, Ist Floor, above post office, Okhla Industrial Estate, Phase-III, New Delhi -110020. (Hereinafter called the ICSIL) which expression shall include its successors and assigns?

WHEREAS ICSIL has entered into an agreement/agreements with M/s _____ having its Office at _____ (hereinafter called the "Contractor" which expression shall includes its successors, executors and permitted assigns) for _____ awarded to Contractor against Tender No. _____.

AND WHEREAS in accordance with the terms of the said contract the contractor has agreed to furnish an irrevocable and unconditional Bank Guarantee for Rs. _____ (Rupees _____ only) for due performance of this contract awarded to the contractor.

AND WHEREAS THE BANK at the request of the contractor has agreed to give this guarantee.
NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1. We the bank hereby irrevocably and unconditionally guarantee that the contractor will duly comply with his obligation during the guarantee period in accordance with the said contract agreement and the general terms and conditions forming part of the work agreement, failing which the bank undertake to pay ICSIL on demand and without demur, such amount or amounts as the bank may be called upon to pay not exceeding a sum of Rs. _____ (Rupees _____ only) on invocation of this guarantee. Any claim made by ICSIL on us within the sanctioned guarantee amount shall be final and binding on us.
2. Notwithstanding anything contained hereinbefore, the liability of this bank in respect of this guarantees is restricted to Rs. _____ (Rupees _____) only and shall remain in force till _____ unless an action/claim is made on us in writing within 90 days from this date i.e. up to _____ all rights under the said guarantee will be forfeited and we shall be relieved and discharged from all liabilities hereunder.

IN WITNESS WHEREOF THE BANK HAS SUBSCRIBED AND SET ITS NAME AND SEAL HEREUNTO.

DATE :-
Name
Address

- END OF SECTION 7 -

8. BID SUBMISSION FORM

Ref No.: _____

Date: _____

To

M/s Intelligent Communication System India Ltd.,
Administrative Building, Above Post Office,
Okhla Phase-III
New Delhi – 110 020 (INDIA)

Dear Sir,

In response to your Tender Ref No.-

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. GST 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 : Not applicable as EMD in the form of DD only

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)
2022-23		
2023-24		
2024-25		
Average Turnover		

16. Details of similar work / order executed during last 5 years(Please submit copy of completion/on-going certificate from the client.

Details of the Work/Order Executed with Reference No. & Date	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

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

Copies of the Purchaser Orders/Release Orders (showing value of the work done) should be provided along with the bid, as compliance to this clause.

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 8-

9. Annexures

Annexure-I

UNDERTAKING OF NOT BEING BANNED / DELISTED.

We confirm that we M/s have not been blacklisted ever in the past or debarred ever in the past (suspended, on a holiday period, contract terminated prematurely for failure to comply with Terms & Conditions, EMD or Security Deposit forfeited or adjusted against any damages or compensation payable) by any PSU Central /State Ministry/ Autonomous Bodies under Central/ State Ministries or any other government body.

We also confirm that the content of the Bidding Document including Corrigendum / Addendum (if any) have not been altered or modified.

(SEAL AND SIGNATURE OF Authorized Signatory)

SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) defines service performance standards, monitoring mechanism, penalties, and responsibilities of the Vendor for **Implementation and Maintenance of HRMS (HR, Payroll & Finance Modules)** for ICSIL during the contract period including **07 years post Go-Live support**.

1. Scope of SLA

This SLA covers:

- HR, Payroll & Finance modules
- Application availability, support & maintenance
- Payroll processing & statutory compliance
- Data security, backup & disaster recovery
- User support and enhancements

2. Service Availability

Parameter	SLA
Application Availability	99.5% uptime per quarter
Scheduled Maintenance	With 48 hours prior approval
Measurement Period	Quarterly

3. Incident Management

Severity	Description	Response Time	Resolution Time
P1 – Critical	System down / payroll blocked	≤ 1 hour	≤ 4 hours
P2 – High	Major function impaired	≤ 2 hours	≤ 8 hours
P3 – Medium	Partial issue	≤ 4 hours	≤ 24 hours
P4 – Low	Queries / minor issues	≤ 1 working day	≤ 3 working days

4. Payroll & Statutory Compliance

- **100% accuracy** in payroll processing
- Timely generation of EPF, ESIC, GST, TDS reports
- Any statutory penalty due to **software/system error** shall be **recoverable from Vendor**

5. Data Backup & Security

Item	SLA
Backup Frequency	Daily automated backup
Backup Retention	Minimum 30 days
DR Objective	RPO \leq 24 hrs, RTO \leq 8 hrs
Data Ownership	ICSIL

6. Change Management

- Statutory updates: **within 7 days** of notification
- Minor configuration/report changes: **within 3–5 working days**

7. SLA Monitoring

- Quarterly SLA compliance report by Vendor
- ICSIL reserves right to audit performance
- Quarterly payments linked to SLA achievement

8. Quantified Penalty Slabs (GFR Aligned)

8.1 Application Uptime Penalty

Quarterly Uptime	Penalty on Quarterly Charges
$\geq 99.5\%$	NIL
99.0% – 99.49%	2%
98.0% – 98.99%	5%
97.0% – 97.99%	8%
$< 97.0\%$	10%

8.2 Incident Resolution Penalty

Severity	Penalty per Instance
P1	1%
P2	0.75%
P3	0.50%

Severity	Penalty per Instance
P4	0.25%

Maximum cap under this clause: 5% per quarter

8.3 Payroll & Statutory Penalty

Default	Penalty
Payroll delay	2% per instance
Payroll error due to system	2% per instance
Statutory delay/error	3% per instance
Govt. penalty imposed	Actual amount + 5% , recoverable

8.4 Data Security & Backup Penalty

Breach	Penalty
Missed backup	1%
Backup not retrievable	3%
Security breach (Vendor fault)	Up to 10% + PBG invocation

8.5 Repeated SLA Failure

Condition	Action
SLA < 90% (1 quarter)	Warning + 10% deduction
SLA < 90% (2 consecutive quarters)	PBG Invocation ICSIL may invoke Performance Bank Guarantee proportionate to the extent of loss, in addition to applicable penalties
SLA < 90% (3 quarters/year)	Contract termination

8.6 Overall Penalty Cap

- Total penalties per quarter shall be **capped at 10% of quarterly subscription charges**, in line with **GFR norms on Liquidated Damages**.
- “For the same event or cause of default, penalty shall be levied under the most applicable single clause only, and no overlapping penalties shall be imposed.”

9. Recovery Mechanism

Penalties shall be recovered through:

- Deduction from quarterly payments
- Adjustment against Performance Bank Guarantee
- Adjustment against any dues payable

10. Exit Management

- Complete data handover in open formats
- Migration support at no additional cost
- Smooth transition to ICSIL or new vendor

11. Governing Clause

This SLA shall be read with:

- General Conditions (Section 3)
- Special Conditions (Section 4)
- Scope of Work (Section 6)

In case of conflict, **Tender conditions/Prevailing Procurement Guidelines shall prevail.**

For ICSIL

Signature

Name

Designation

Seal

For Vendor

Signature

Name

Designation

Seal