

Intelligent Communication Systems India Limited.
(A Joint venture of TCIL & DSIIDC)
Administrative Building
Above Post Office, Okhla Phase-III,
New Delhi – 110020 (India)

Tender for Appointment of Consultant for EPF, EPS and ESIC related work of ICSIL

Tender No: ICSIL/08/105/2020-21/EPF-ESIC

Issued on: June 30th 2020

Issued By:

MM Division

First Floor,

Tel: +91 (11) 26929051, 26830338

Email: nafeesa.icsil@gmail.com

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

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SECTION- 1

Notice Inviting Tender

Intelligent Communication Systems India Ltd. is a joint venture of Telecommunications Consultants India Ltd. (TCIL), a Govt. of India enterprise, under Ministry of Communications & IT and Delhi State Industrial and Infrastructure Development Corporation (DSIIDC), an undertaking of Delhi government. From 1987, the year of its inception, it has provided exemplary service in the IT sector, specializing in providing complete solutions in computerization, networking and telecommunication. With a well-focused vision and a global mission, ICSIL looks at greener pastures across the globe. At present total number of employees outsourced by ICSIL is around 6000 persons which is expected to increase up to 10000 persons (approximately) in the next couple of years.

The Intelligent Communication Systems India Ltd. (ICSIL) invites online participation from the Firms/Companies based at New Delhi / NCR as Consultants of Employees' Provident Fund Scheme (EPF), Employees' Pension Scheme (EPS) & Employees' State Insurance Scheme (ESIC) related matters through e-tender.

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

Further details/clarifications, if any, Smt. Neena Mahajan, JGM (F&A) may be contacted on any working day at the following address:

INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD.
Administrative Building, 1st Floor, Above Post Office, Okhla Industrial Estate,
Phase-III, New Delhi -110020
PH. 011-26929051, 26830338
E-mail: JGM.finance@icsil.in

Last date of submission of e-tender is 03/07/2020 up to 15:00 hours. Following documents to be submitted off line at the following address by the due date upto 15:00 hrs.

Name of the Work	Appointment of Consultant for EPF, EPS and ESIC related work of ICSIL
Tender No	ICSIL/08/105/2020-21/EPF-ESIC
Bidding System :	e-Tender, Delhi Govt. e-portal https://govtprocurement.delhi.gov.in and 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
Issue of documents	30.06.2020

Contact person for seeking clarifications	JGM (F&A)
Contact details of the contact person	Email: JGM.finance@icsil.in Mob:- 9818160631
Last date and time for submission of Bid	21.07.2020 at 03:00 PM
Date and Time of opening of Technical Bid	21.07.2020 at 03:30 PM
Date and Time of opening of Commercial Bid	To be communicated Later on
Earnest Money Deposit (EMD)	Rs 10,000/- (Rupees Ten Thousand only) in the form of DD in favour of Intelligent Communication Systems India Ltd., New Delhi-110020, payable at Delhi.

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 or amended as on date and should have competent team of professionals, in operation since the last 10 years preceding 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. The bidder should have its office (Head Office/ Regional/Branch Office) in Delhi/NCR.
3. Company should have valid Copy of PAN Card, Service Tax Registration/GST Registration, etc.
4. A self-undertaking that the bidder has not been black listed 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.
5. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. (Self attested declaration to be submitted).
6. Minimum Average Annual Financial Turnover during the last three years, ending 31st March 2019, should be not less than Rs. 4 Lakh from the business of consultancy.
[Please submit Annual Report (C.A. certified Audited Balance Sheet and Profit & Loss Account) for the last three financial years & ITR]
7. Experience of providing consultancy on EPF, EPS & ESI related matters to minimum 2 major parties out of which minimum of 2500 employees working in any one organization during the last five years. Proof of work order/completion certificate should be enclosed.
8. The Bidder should have Experience of having successfully completed similar work/services during the last 3 years ending 31st May 2020 as per following :-

Two similar work orders costing not less than the amount of Rs. 3 lakh each.

OR

One similar work orders costing not less than the amount of Rs. 6 lakhs.

Similar Work means "Providing Consultancy services in the matter of Employees' Provident Fund Scheme (EPF), Employees' Pension Scheme (EPS) & Employees' State Insurance Scheme (ESIC)"

(Please submit copy of Work Order and Satisfactory Completion Certificate from the Client).

9. Number of Qualified registered partners should be minimum of four. Copy of certificate in the name of partners should be enclosed.
10. Number of Qualified staff having minimum qualification of B.Com/Inter CA /Inter CMA with at least one year of post qualification experience. Self declaration by the Managing Director/Partner / Proprietor should be enclosed.
11. Power of Attorney in favour of person authorized to sign the tender document.
12. A demand draft of Rs.10,000/- drawn in favour of **“Intelligent Communication Systems India Ltd.,** payable at Delhi as Bid Security/Earnest Money Deposit (EMD).

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 BOQ. Partial quotes are liable to be rejected.

NB: 3 Tenders received without EMD/inadequate EMD shall be summarily rejected. The bidder must officially procure/download the tender documents from the e- 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: 4 In case of Micro and Small Enterprises (MSEs), the valid registration certificate / Udyog Adhaar Memorandum is required.

MSEs registered with the NSIC/MSME are exempted from submission of EMD/Bid Security Deposit 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.

CONTACT PERSONS:-

ICSIL Contact-1 - **Smt. Neena Mahajan, JGM (F & A)**
Telephone: 8448388070
E-mail ID: JGM.finance@icsil.in

ICSIL Contact-2 - **Ms. Nafeesa Bano , Engineer (MM Div.)**
Telephone: 9560729470
E-mail ID: nafeesa.icsil@gmail.com.

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:

1. The bidders shall quote their monthly charges inclusive of All Taxes and any other statutory dues etc., if applicable, separately both in figures and words as per Section-5.
2. Tenders will be finalized based on the suitability of the agency with reference to the prescribed eligibility criteria. Bidders are advised to quote their most competitive rates.

-END of SECTION – 1

SECTION-2
INSTRUCTION TO BIDDER

2.1 INTRODUCTION (DEFINITIONS)

2.1.1 “Purchaser” means Intelligent Communication System India Ltd. (ICSIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India.

2.1.2 “Bidder” means the individual or firm or corporate body who participates in the tender and submits its bid.

2.1.3 “Goods” means all the material which the supplier is required to supply to the Purchaser under the contract

2.1.4 “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.

2.1.5 “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 AMENDMENT TO BID DOCUMENTS / WITHDRAWAL

- a. 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.
- b. The amendments/Corrigendum will be notified on **e-portal of Delhi Govt. and ICSIL Website** and these amendments will be binding on them. Bidders are advised to visit **Delhi Govt. e-portal and ICSIL Website** regularly for updates on this Tender.
- c. The Company may modify, substitute or withdraw its e-tender after submission prior to the tender due date. No tender shall be modified, substituted or withdrawn by the Company on or after the tender due date.
- d. Any alteration/ modification in the tender or additional information supplied subsequently to the tender due date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- e. For withdrawal of tender, Company has to click on withdrawal icon at e-tendering portal and can withdraw its e-tender.
- f. It may specifically be noted that after withdrawal of a tender for any reason, Company cannot re-submit e-tender again.

2.4 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.

2.5 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.

2.6 BIDDERS ELIGIBILITY AND QUALIFICATIONS

As per details given under Eligibility Criteria

2.7 BID SECURITY/EMD

2.7.1 The bidder must submit Earnest Money amounting to Rs. 10,000/- (Rupees Ten thousand only) by way of DD in favour of Intelligent Communication Systems India Ltd. payable at Delhi from a scheduled bank having branch at Delhi/New Delhi along with the Bid. Bid received without EMD/inadequate EMD shall be summarily rejected.

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

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

2.7.4 The bid security 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 the material/service in terms of the project as per delivery schedule.

2.7.5 No interest is payable on EMD.

2.7.6 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.

2.8 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 ICSIL as non-responsive.

2.9 CLARIFICATION OF BIDS

- a. To assist evaluation and comparison of the bids, ICSIL may at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing. The clarification will be asked through the e-mail or registered letter. The clarification and response from bidder shall also be through the E-mail or registered letter.
- b. 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 tenderer shall supply the same at the rate quoted.

2.10 EVALUATION OF TENDERS

2.10.1 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.

2.10.2 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.

- 2.10.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.
- 2.10.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- 2.10.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.
- 2.10.6 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.
- 2.10.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case and as per details given under the head "Evaluation".
- 2.10.8 ICSIL shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.11 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 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.

2.12 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.

2.13 NOTIFICATION OF SUCCESSFUL BIDDER

- 2.13.1 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.
- 2.13.2 Upon successful bidder furnishing of Performance Guarantee, the Purchaser will notify each un-successful bidder and will discharge its bid bond.

2.14 ISSUE OF LETTER OF INTENT

- 2.14.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder.
- 2.14.2 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.

2.15 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.

2.16 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.

2.17 DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods 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.

2.18 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.

2.19 SUBMISSION OF BID

Only the following shall be accepted in physical form:

- EMD in the form of Demand Draft in favour of Intelligent Communication Systems India Ltd., payable at Delhi.

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 2.20.

2.20 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 web-site <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.

1. SUBMISSION OF BID

a. Only the following shall be accepted in physical form:

- EMD in the form of Demand Draft
- Copy of Valid Certificate issued by MSME /NSIC.
- Bid Submission Form (Original).
- Power of Attorney (Original).

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form.

b. Preparation & Submission of proposal

Details of tender documents may be downloaded from e-tender portal of Delhi <http://www.govtprocurement.delhi.govt.in> as per tender notification and tender is to be submitted online following the instructing appearing on the screen. A buyer manual containing the detailed guidelines for e-tendering system is also available on e-tender portal <http://www.govtprocurement.delhi.govt.in>.

c. On-Line Submission

The On Line Submission will have the following activities:

- i. Submission of **Techno-commercial Part** as under:

- Copy of PAN No. and Copy of Service Tax Registration No., GST Registration No. (Attach attested copy).
- Certificate of Registration of firm/Incorporation Certificate /Partnership Deed (Attach attested copy)
- Copy of EPF Registration and Copy of ESI Registration (Attach attested copy)
- Copy of Audited Statement of Profit & Loss and Balance sheet of FY 2018-19, 2017-18 and 2016-17.
- EMD Particulars.
- Power of Attorney.
- Documentary proof of Head office/Operating/ Branch office in Delhi/NCR.
- Copy of valid certificate from NSIC / MSME for the tendered items/services.
- Copy of certificate in the name of partners should be enclosed.
- Self attested document of agency having minimum 05 qualified employees.
- Self attested document of agency having minimum 05 year experience of employees.
- Copy of certificate of Experience of providing consultancy on EPF, EPS & ESI related matters to minimum 2 major parties out of which minimum of 2500 employees working in any one organization during the last five years.
- Copy of successfully completed similar work/services during the last 3 years as per statement of Experience as per Annexure-III.
- Copy of any other necessary documents related to Eligibility Criteria.
- Submission of Financial Proposal as per given Section 5 of this tender.

d. Instruction regarding Offline Submissions:

The bidder is requested to submit the following documents offline (i.e. physically) either in the Tender Box kept in ICSIL office, New Delhi-110 020 or by post so as to reach ICSIL before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Tender No. & Description and the words “DO NOT OPEN BEFORE” (due date & time) and the same envelope must contain EMD and Technical Proposal in different sealed envelope with heading as Technical proposal:-

- i. EMD/Bid Security (Original) for Rs. 10,000/- (Rs. Ten Thousand only) in the form of Demand Draft in favor of “Intelligent Communication System India Ltd.” payable at Delhi in the prescribed format from a scheduled bank from its branch at Delhi/New Delhi.
- ii. Hard Copy of Technical Proposal.
- iii. Copy of Valid Certificate issued by MSME /NSIC
- iv. Original Bid Submission Form.
- v. Power of Attorney (Original).

2. GENERAL INSTRUCTIONS

- i. No overwriting, corrections and cutting on the Annexures are permitted.
- ii. Evaluation will be done on total cost method & L1 will be awarded the contract.
- iii. The rate should be quoted in the Section – 5 and should be indicated clearly in figures. The bid having any scoring or overwriting shall be rejected. The rates quoted should be firm and should not be subject to any variation clauses.
- iv. Bid not submitted as per Format (Sections & Annexure-I to IV) and as per prescribed specifications shall be straight away rejected.
- v. 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. Bidder shall confirm acceptance by returning a signed copy of WO/PO.

- vi.** The successful bidder shall enter into formal agreement in the form specified in **Section 9** duplicate with this office within 3 (three) days from the date of submission of Performance Security/ Bank Guarantee.
- vii.** ICSIL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidder as regards non-acceptance of their tender.
- viii.** EMD to be paid by Demand Draft should be in favor of “Intelligent Communication Systems India Ltd.” payable at New Delhi. Tenders without Earnest Money are liable be rejected barring Parties as per MSME or NSIC Registered parties. In such cases, the relevant certificate to be submitted by the MSME/ NSIC Registered parties and shall be valid on the date of tender opening and must cover the nature of works for which tender is invited.
- ix.** The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Annexures.
- x.** Although all details presented in this bid documents have been provided complied with all reasonable care, it is the Bidder’s responsibility to ensure that the information provided is adequate and clearly understood.
- xi.** The bidding document that is downloaded shall be submitted on-line as per the procedure stipulated in the website. The bidding document shall not be transferred to any other agency.
- xii.** The Security Deposit equivalent to the 10% of the Contract Value will be retained by ICSIL till the agreement between ICSIL and Consultant is in force and will be refunded to Consultant on expiry of the agreement.
- xiii.** Tender submitted should be free from correction, over-writing, erasures etc. Each page should be suitably numbered.
- xiv.** Authorized Signatory should sign the tender submitted indicating the name and designation with official seal.
- xv.** Tender should be submitted on-line only on or before due date and time.

-END of SECTION -2

SECTION – 3

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT**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/services, 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.

2. STANDARDS

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

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.

4. PERFORMANCE SECURITY

- a. The bidder shall be required to furnish PBG (Performance Bank Guarantee) for a value equivalent to 10% of Work Order value within 10 days of issue of Work Order in the form of BG in favor of “Intelligent Communication Systems India Ltd,” New Delhi, Payable at New Delhi in the prescribed ICSIL format from a scheduled bank in India from m, mmmm its branch in Delhi in the prescribed format of Section 7.
- b. The PBG shall be valid up to a period of 60 (Sixty days) beyond the date of completion of service period.
- c. Performance security shall be forfeited by ICSIL in the event of Successful Bidder’s failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Penalties which ICSIL may recover.
- d. No interest shall be payable on the performance bank guarantee.

Note:

- a. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee (PBG) shall be borne by the bidder. If the project implementation period is delayed/extended, the PBG shall be extended by the bidder for such additional duration.

The performance bank guarantee may be discharged/ returned by ICSIL upon being satisfied that there has been due performance of the obligations of the bidder under the agreement. However, no interest shall be payable on the performance bank guarantee

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.

6. ARBITRATION

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.

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.

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.

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.

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.

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.

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 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 similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated.

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.

13. 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.

14. GENERAL TERMS AND CONDITION

- a. ICSIL reserves the right to reject any or all of the proposals or accept them in part or to reject lowest proposal without assigning any reason thereof.
- b. In the event of any dispute arising at any time during the contract, the decision of the MD, ICSIL, shall be final and binding.
- c. Income tax shall be deducted at source from the payment made to the Consultant from time to time, in accordance with the Income Tax Act/Rules as applicable.
- d. ICSIL shall review the arrangements based upon the performance of the Consultant in all respects from time to time.
- e. ICSIL reserves the right to terminate the contract at any time and for any reason, whatsoever but not

limited to breach of any of the terms and conditions of the contract by the Consultant, without assigning any reasons thereof after giving one week's notice in writing.

- f. The successful bidder shall execute an agreement with ICSIL containing all these terms and conditions and other conditions which ICSIL may like to incorporate with mutual consent of parties.
- g. Firms/Companies should make only one commercial bid. In case more than one bid is received, it will be straight away rejected.
- h. Respondent if desire, may participate in tender opening after producing authorization/identity.
- i. Tender submitted should be free from correction, over-writing, erasures etc. Each page should be suitably numbered.
- j. Canvassing by respondents in any form, including unsolicited letters on tender submitted or post corrections shall render their tender submitted liable for summary rejection.

End of Section – 3

SECTION – 4
SPECIAL CONDITION

1. PRICE BASIS

- a. Firm and fixed prices (all inclusive) for specified services at ICSIL Office, Okhla Industrial Estate Phase 3, New Delhi-110020.

2. EVALUATION CRITERION

Sr. No	Particulars	Points per criteria	Total Points per criteria	Response by bidder	Supporting documents required
1	No. of years of Firm/Company (minimum 10 years)	-5 Points for minimum period of 10 years. -Additional 1 point per Year.	10		Copy of Certificate of Incorporation.
2	No. of qualified registered partners/Directors (minimum four)	-5 Points for minimum four Partner/Director. -Additional 2 point per partner.	10		Copy of Certificate in the name of the Partners/Directors.
3	Minimum 5 No. of Qualified staff (Minimum qualification B.Com / Inter CA/CMA)	-5 points minimum for 5 qualified staff -Additional 1 point per qualified staff	10		Self declaration by the Managing Director/Partner/Proprietor of the firm/company.
4	Minimum experience of qualified key professional at least 5 year	-2 point minimum for 5 year experience -Additional 1 point per year	5		Self declaration by the Managing Director/Partner/Proprietor of the firm/company.
5	Experience of EPF/ESIC consultant's assignment in Central / State Govt. PSU/ Departments and other Company where as minimum 2500 no. of employees outsourced for a period of more than Five Year.	15 point per assignment	30		Work Order and copies of completion certificate / proof of final payment received. ending 31st May 2020
6	Average Annual Financial Turnover during the last three years, ending 31st March 2019, should be at least Rs.4 Lakh from the business of consultancy.	10 Points for minimum. Additional 5 points per 5 Lakh average turnover	20		Statement of Profit and Loss duly audited stating Membership no. of such auditor/firm for FY 2018-19, 2017-18 and 2016-17.

7	Minimum 5 years of experience in field of EPF, EPS & ESIC.	10 Points for minimum experience. Additional 1 point per Year	15		Documentary evidence required.
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Note:-Professional firms which obtain at least 70% marks based on the technical parameters would be considered for opening financial bids for selection of bidder based on the lowest commensurate fees quoted by the professional firm.

3. SELECTION CRITERION & AWARD OF WORK

- a. The Committee will examine all the documents enclosed with the proposal regarding Eligibility criteria, etc.
- b. 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.
- c. After technical evaluation, Price bid will be opened only for those who obtain 70% marks or above. 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.
- d. In case of tie in price of two bidders then whose technical marks are higher shall be declared accepted.
- e. ICSIL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidder as regards non-acceptance of their tender.

4. PAYMENT TERMS

- a. Payment will be made by the ICSIL to the Consultant on monthly basis on receipt of monthly bill from the Consultant along with progress/compliance report for the respective month.
- b. The Successful bidder submits the bill duly authenticated by authorized representative.
- c. The bills shall be authenticated by the authorized representative of the Successful bidder supported with copy of challans each as proof of deposit of Provident Fund (PF) & Employees State Insurance (ESI) contributions.
- d. The monthly Payment bills will be paid within 15 (fifteen) days from the date of submission of the bill and relevant document.
- e. No advance payment will be made to the firm.
- f. Tax will be deducted at the prevailing rates applicable from time to time.
- g. ICSIL shall effect payments to the vendors through cheques or E-payments at its discretion, during operation of the said contract/WO. For this purpose, the vendor/contractor shall provide his bank details.

5. TAXES

The responsibility of applicable statutory taxes in the current date lies with the bidder. However, the change of taxes (increase/ decrease) will be on actual and proportionate to the current statutory taxes quoted by the bidder, unless the government regulation changes the regime of the statutory taxes altogether (e.g Introduction of G.S.T).

6. PAYING AUTHORITY

Joint General Manager (F&A) ICSIL,
Okhla Phase -3
NEW DELHI-110020.

7. TIME SCHEDULE OF COMPLETION OF WORK

- a. Duration of contract would be one year from the date of award of work, which may be extended on the same terms & conditions at the sole discretion of ICSIL maximum up to Three Years

after reviewing agency's satisfactory performance and with the mutual consent of the parties in writing at end of each year.

- i. Work completion time will be reckoned from the date of handing over the work.
- ii. Two representatives to be deployed / made available at ICSIL office for instructions / jobs as per directions of Officer-in-Charge including collection of Appendix from Finance Department and submission to EPFO and obtaining the acknowledgement. One for ESIC and another for EPF & EPS. Only office space shall be provided. All other office equipment like Computers/Laptops, stationery items and consumables shall be arranged by the bidder.

8. LIQUIDATED DAMAGES:-

1. For late services, as liquidated damages, a sum equal to 2% of the price of services not provide or total order value, for a week or part of a week subject to maximum limit of 10% of the total work order will be recovered from the Service provider. ICSIL 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 services.

2. LD can be recovered from any dues of the Supplier.

9. CONSIGNEE

Place of Service- ICSIL Office, New Delhi

10. All Tax invoices should be raised in the name of

Intelligent Communication Systems India Ltd. (ICSIL),
Administrative Building, 1st Floor, Above Post Office,
Okhla Industrial Estate Phase-III, New Delhi -110020.

11. CONFIDENTIAL

- a. The firm shall not disclose the documented management systems to any third party including their internal department.
- b. ICSIL may permit the Consultant firm to come into possession of confidential records as per the needs of the project and the Consultant Firm shall maintain the highest level of secrecy, confidentiality and privacy with regard there to. Additionally, the Consultant Firm shall keep confidential, all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities.
- c. ICSIL shall retain all rights to prevent, stop and if required take the necessary punitive action against the Consultant Firm regarding any forbidden disclosure, which punitive action may include at the discretion of the ICSIL termination of appointment.

12. DATA PROTECTION

- a. In the course of providing the Services the Consultant Firm shall be compiling, processing and storing Project Data relating to the beneficiaries or ICSIL. The selected firm and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.
- b. The selected firm is required to perform or adhere to only those security measures concerning the Project Data which ICSIL deemed fit.
- c. The selected firm shall not transfer any Project Data unless otherwise authorized by the ICSIL in this regard.

13. PERSONNEL

- a. Personnel assigned by selected bidder to perform the Services shall be employees of selected agency, and under no circumstances will such personnel be considered employees of client/ICSIL. Selected agency shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, worker's compensation, employee and disability benefits and shall be responsible for all employer obligations under all applicable laws including obligations for withholding tax under the Income Tax Act and other social security taxes under the relevant laws.

- b. Selected agency shall use its best efforts to ensure availability of selected bidder's personnel to perform the Services, and that such personnel have prescribed qualifications to perform the Services. ICSIL shall have the right to direct selected agency for removal or replacement of any personnel performing work under this appointment of Consultant Firm for EPF, EPS and ESI. In the event that the ICSIL's requests that any deputed personnel be replaced, the substitution of such personnel shall be accomplished within a period of 3 working days.
- c. In the event the client identifies any personnel of selected firm as "Key Personnel", then the selected firm shall not remove such personnel without the prior written consent of the ICSIL.

End of Section – 4

SECTION – 5

FINANCIAL PROPOSAL FORM

Quotation for engagement of Consultant for EPF, EPS & ESIC related matters

1.	Monthly charges for providing consultancy on EPF, EPS & ESI related matters	
2.	Taxes, as applicable	
3.	Total	

Declaration: I/We will abide by all the Terms & Conditions and professional compliance as given in the bid document.

(Signature of the bidder/Authorized signatory)

Name in Capital Letter.....

Date.....

Place.....

End of Section – 5

SECTION – 6
Scope of Work of Consultants of ESIC, EPS & EPF

A. Under ESIC:-

- i. Preparation of monthly data for calculation of ESI amount payable from the invoices and detail provided from our side.
- ii. Facility of online Registration of the employees for benefits under the ESI.
- iii. To provide online data entry of the employees & Insured persons.
- iv. Preparation of documents by scanning as per provisions of ESI Act.
- v. To provide temporary Identity Card (TIC) by downloading and Printing of the same for use of employees & Insured persons.
- vi. To support for receiving the Permanent Identity Card (PIC) of the Insured persons from the ESI Branch offices.
- vii. To support in drafting of the replies to the correspondence and keeping Liaison with ESI Department.
- viii. Arranging ESI camps for the employees for Permanent ESIC Cards.
- ix. Deals & Support in maternity & legal claims filed by Employees.
- x. Liaising / Dealing with ESIC deptt. in respect of the Notice / Letter / Complaint / Other Legal matters received from the Department / Employees and getting it dismissed.
- xi. Submission of Accident Reports, in the event of risk occurred.
- xii. To help the members in case of changes in the family, loss of identity cards, etc.
- xiii. To advise the Employees in case of sickness, disablement, Maternity, etc.,
- xiv. Dealing with the Inspector for ESI Inspection.
- xv. To provide opinion regarding any amendment/changes in the act and their implementation etc. in ICSIL.
- xvi. Providing Day to day Consultancy on Matters pertaining to ESI.
- xvii. Explain objectives of the ESI Scheme and to decide ESI Acts applicability. Whenever and wherever applicable, to submit application to obtain ESI code number for an establishment / Labour Contractor.
- xviii. Submit all eligible employees' personal and family details on ESI website and register them for various benefits under ESI Scheme and get the employee ESI code number early.
- xix. Making challans for ESI every month to facilitate deposit along with employers contributions on ESI website, on time. Also, depositing supplementary contribution of the employees, if required.
- xx. Preparation & Filing of Periodical returns as may be required under ESI Act. Submit yearly as well as half yearly ESI returns from time to time.
- xxi. Ensure timely compliance and smooth working of the clients with ownership concept.

- xxii. Jobs shall be executed by the regular employees of the party (Consultant).
- xxiii. Completing KYC formalities in respect of the employees.
- xxiv. To ensure adequate checks to avoid misuse of the benefit of ESI.
- xxv. To ensure identification of frauds, if any, and to alert the management of the ICSIL, against suspicious transactions that could indicate frauds.
- xxvi. Compliance certificates that ESIC of all the employees upto the last month is deposited and remitted to employee account.

B. Under EPF and EPS:-

- i. Updation of Form 3 (PS)
- ii. Scrutiny, preparation and submission of ECR, challans through on-line EPFO portal with RPFC on monthly basis (for approximately 6,500 employees) and submission to Finance Department for further processing at least 3 working days before the due date.
- iii. Preparation of month wise / annual dues-deposit statement and reconciliation of member accounts as per requirement of EPFO in consultation with our Finance Department.
- iv. Examine, prepare and file applications in for 10-D/10-C with RPFC, New Delhi for eligible members and ensure their processing in a time bound manner. Obtain details of Pension Payment Order /Advice for such applications from EPFO.
- v. Scrutiny, preparation and submission of Form-13 for transfer of contribution and service records from other offices of EPFO to RPFC, New Delhi.
- vi. All job related to cases under Section 7 / 14 B etc. of EPF & MP Act, 1952 including past cases.
- vii. Handling jobs related to discrepancies in members' accounts.
- viii. Two representatives to be deployed / made available at our office for instructions / jobs as per directions of Officer-in-Charge including collection of Appendix from Finance Department and submission to EPFO and obtaining the acknowledgement. One for ESIC and another for EPF & EPS.
- ix. Any other job related to Employees Pension Scheme – 1995 as per requirement of the Corporation or Employees Provident Fund Organisation. Cost of travelling charges for co-ordination and follow-up with EPFO, New Delhi (as required) shall be in the scope of party.
- x. Jobs shall be executed by the regular employees of the party (Consultant).
- xi. Filing of ECR & Challan for the current period as well as for the back period, if needed.
- xii. Completing KYC formalities in respect of the employees on the EPFO server.
- xiii. Assist in generating UAN No., EPF passbook of the employees and any query related to EPF / EPS.
- xiv. To provide opinion regarding any amendment/changes in the act and their implementation etc. in ICSIL.
- xv. Providing Day to day Consultancy on Matter pertaining to Employees' Provident Funds and Misc. Provisions Act and Pension Scheme.

- xvi. Submit all eligible employees' personal and family details by filing various forms such as Form-2, Form-11, Form-13 (revised) hard copies as well as on their website and register them for various benefits under the Scheme. Taking declaration (PF) forms from employer wherever required and submitting to respected offices.
- xvii. Arrange and issue individual account number to all such eligible employees covered under scheme and maintain Form 9.
- xviii. Making challans, wages register and 12 A for PF on monthly basis to facilitate employer to deposit the same along with employer's contributions on time.
- xix. Submit returns on time as applicable from time to time which includes: Various forms - monthly as well as yearly returns - such as: Form 5, 10 and 12-A, 3-A, 6-A, Reconciliation statement, Form 10-C, Form 10-D, Form 19, Form 20, Form 5-if, and all other forms as per the requirement of the establishment as well as members.
- xx. Ensure timely compliances and smooth working of the clients with ownership concept. Attend PF Officers visits and remarks and submit the written explanation if any. Coordinate various matters, other legal matters and represent the clients to PF authorities.
- xxi. Ensure retirement benefits as well as pension benefits to all eligible members on time. Coordinate with PF authorities for better benefits to the employees covered under Scheme. Assistance to Employees in Withdrawals from EPF.
- xxvii. Educate and update the clients with various developments and amendments by providing transparent support. Guide employer as well as employees to get proper benefits available under Scheme.
- xxviii. To ensure adequate checks to avoid misuse of the benefit of EPF and EPS.
- xxix. To ensure identification of frauds, if any, and to alert the management of the ICSIL, against suspicious transactions that could indicate frauds.
- xxx. Compliance certificates that EPF of all the employees upto the last month is deposited and remitted to employee account.

End of SECTION – 6

SECTION – 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 _____ 2020 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, 1st 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

SECTION - 8

BID SUBMISSION FORM

I / We, Shri / M/s.....of (address in full).....

have read and examined the Notice Inviting Tender, Terms & Conditions of contract, Scope of work and other documents pertaining to the work to be executed as per your NIT Ref. No. : ICSIL/08/105/2016-17/EPF-ESIC dated- 30/06/2020

I / We confirm that the information furnished herein is correct and fair in all respects and we have the necessary documentary proof to substantiate the same. It is further confirmed that in case any of the contents contained herein are found to be incorrect, ICSIL is free to initiate any appropriate action against us.

I / We agreed to abide by all terms and conditions for the execution of the said work and offer the rates in this regard as mentioned in the annexed sheet.

DATE:

(AUTHORISED SIGNATORY ON BEHALF OF THE FIRM OR SELF)
FULL ADDRESS:

Contact Details of the Bidder

Name of the company	
Company's address in India	
Contact Person	
Telephone no.	
Fax no.	
E-mail address	

SECTION – 9

Format of Agreement

This agreement made on the _____ of _____, 2020 between Intelligent Communication Systems India Ltd. having its registered office at ICSIL, Administrative Building, Ist Floor, Above Post Office Industrial Estate, Phase-III, New Delhi -110020. Hereinafter referred to as the First Party

_____ having registered office at _____ through its _____ hereinafter referred to as the Second Party.

WHEREAS the Second Party of the intends that the providing consultancy for ESIC, EPS and EPF related work for the ICSIL office shall be as per the detailed scope of work (hereinafter referred to as the WORK) mentioned in NIT No. dated and whereas pursuant to the total quote of Rs. _____/- per month submitted by the Second Party commencing from _____, the First party has by its Letter of Acceptance no. _____ dt. _____ accepted the OFFER submitted by the Second Party for the providing consultancy for ESIC, EPS and EPF related work on the terms & conditions set forth in this Contract.

NOW THIS AGREEMENT WITNESSETH and is hereby agreed by and between the parties hereto as follows:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.

1. Manpower Deployment

That the Second Party will deploy No's manpower for the persons engaged at the ICSIL Office, will be the employees of the Second Party for all intents and purposes and the Second Party will be responsible for payment.

2. Authorised Representative:

Any action required or permitted to be taken and any documents required or permitted to be executed under this contract, may be taken or executed by:

- i. The Admin Officer, ICSIL, or his authorized representative on behalf of the Company /First Party.
- ii. The _____ or his authorized representative on behalf of the Second Party

3. Period of Contract:

The period of contract will be one year commencing on and from _____ which may be extended on the same terms & conditions or curtailed as per sole discretion of ICSIL maximum up to Three Years after reviewing agency's satisfactory performance and with the mutual consent of the parties in writing at end of each year.

4. Terms of Payment:

- i. No advance payment will be made to the firm.
- ii. Payment will be made by the ICSIL to the Consultant on monthly basis on receipt of monthly bill from the Consultant along with progress/compliance report for the respective month.
- iii. The Successful bidder submits the bill duly authenticated by authorized representative.
- iv. The bills shall be authenticated by the authorized representative of the Successful bidder supported with copy of challans each as proof of deposit of Provident Fund (PF) & Employees State Insurance (ESI) contributions.
- v. The monthly Payment bills will be paid within 15 (fifteen) days from the date of submission of the bill and relevant document.
- vi. Tax will be deducted at the prevailing rates applicable from time to time.

- vii. ICSIL shall effect payments to the vendors through cheques or E-payments at its discretion, during operation of the said contract/WO. For this purpose, the vendor/contractor shall provide his bank details.

5. Care & Caution :

- i. The staff deployed by the Second Party at the Company shall at all times maintain the decorum of the Company and the Second Party shall be solely responsible for all acts and omissions of its employees deployed including insurance for their life, safety and fidelity. The Second Party shall be liable to indemnify the First Party for all losses/damages etc. caused by the act & omissions of employees of the Second Party.
- ii. The staff deployed by the Second Party shall take proper care in maintaining the standards as per scope of work & terms & conditions of tender documents.

6. Facilities to be provided by ICSIL

The First Party shall provide sufficient office space for the manpower at the office to enable them to discharge their duties effectively. No charges will be taken from the agency for the said space. The agency shall be self sufficient to carry out the service/assigned jobs.

7. The following documents shall be deemed to form and be read and construed as part of the Agreement viz:

Form of Tender duly filled in / submitted by the Contractor.

- i. Letter of Acceptance award of contract given by Department.
- ii. Terms and Conditions
- iii. Notice to proceed with work.
- iv. Bill of Quantities;
- v. Scope of work;
- vi. Addendums, if any; and
- vii. Any other documents forming part of the contract.

In WITNESS WHEREOF, the Parties hereunto through their duly authorized representative have set their hands and seal this _____ the above written at _____

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF the Agency

Intelligent Communication Systems India Ltd.

Agency Name _____

In the presence of:

In the presence of:

WITNESS _____

WITNESS _____

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Telephone No. _____

Telephone No. _____

End of SECTION – 9

SECTION – 10**ANNEXURES****Annexure-I****Description of the works: Engagement of Consultant for EPF, EPS & ESI related matters**

1.	Name of the Bidder (Firm / Company Name)	
2.	Address of Corporate Office	
3.	Address of Dealing Branch Office	
4.	Telephone No	
5.	Fax No.	
6.	Contact Person for the services with Telephone No, Email id	
7.	Details of work experience with proof(Also attach list of present and past Clients) a) with Govt. bodies/PSUs b) with any other company	
8.	Type of Business	
9.	Details of Firm / Company : a) Number of proprietors/Directors/Partners of the Firm / Company	
10.	Constitution of the Firm. Whether proprietor or Partnership Or Co.op. society or Company (enclose copy of partnership deed/registration of society/Memorandum and Articles of Association, duly attested) Whether registered or not, in case registered, Registration No. and date/place of Registration or incorporation.	
11.	PAN No. Service tax no.	
12.	Details of proprietor or partners or Directors i.e. their names, address, telephone numbers, CV	
13.	Does your company have an existing relationship with ICSIL? Describe the nature and extent of this relationship. OR If worked with ICSIL earlier, give details of the period for which worked and under what name & style	
14.	Whether blacklisted/debarred/or any criminal case or FIR filed against any partner or proprietor or director or convicted by any Court of Law or any other Act pending in any other Court of Law if so, give details.	
15.	Whether having office/branch office at Delhi NCR? If yes, give address.	

16.	No.of years of experience (Also submit the documentary evidence)	
17.	Details of services with regard to EPF, EPS & ESI related matters provided to companies other than ICSIL, during the last 5 years(Attach proof)	
18.	The amount of Earnest Money Deposited with Demand Draft date and the Nationalized Bank on which drawn. (Cheque will not be accepted)	

I/We hereby certify that the information furnished above is full and correct to the best of our knowledge. I/We understand that in case found any deviation in the above statement at any stage, our company can be black-listed and will not have any deal with the ICSIL in future.

Signature, name and designation of authorized signatory

Date:-

Annexure II**Manpower Details**

a. Details of CA / CMA /Legal Professional

Sr. No	Name of Partner	Qualification	Membership No.	Member since	Date of Joining the firm / Company

b. Details of Other Staff : Total....no. of Staff out of which.... no. are B.Com/ Inter CA or CMA

Sr. No	Name of staff	Qualification	Membership No., if any	Member since	Date of Joining the firm

Annexure III**Details of Professional Experience**

Sr. No	Name of the Company	Operating turnover in Rs. Cr. (in the year of assignment)	Type of Industry	Period of the assignment	Remarks, if any

Annexure IV

Declaration that the bidder has not been blacklisted

(To be submitted on the Letterhead of the responding agency)

{Place}

{Date}

To,

Managing Director
Intelligent Communication Systems India Ltd. (ICSIL)
Administrative Building, 1st Floor, Above Post Office, Okhla Industrial Estate,
Ph-III New Delhi -110020

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Self Declaration of not been blacklisted in response to the selection of agency for Design“Supply of Office Stationery and printing”, File No <xxx>>

Dear Sir,

It is to confirmed that we are not blacklisted/and or debarred on the basis of FIR lodged against us or any other fault connected with our services.

Signature of Authorized Signatory: _____

Bidder's Company Seal: _____

Name and Designation of Authorized Signatory: _____

Name of Firm/Company: _____