THE INSTITUTE OF
Company Secretaries of India
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

CORRIGENDUM

The last date for submission of **"Quotation for 'Software development, implementation, maintenance, hosting & publishing Students E-Admit card and Result-Cum-eMark Sheet of the ICSI on the reputed result publishing website"** has been extended upto **January 25, 2016 by 3:00 PM** due to administrative reasons and date of opening the offers shall be on **January 27, 2016 at 11:00 AM** at ICSI-HQ.

Other terms & conditions of **"Quotation for 'Software development, implementation, maintenance, hosting & publishing Students E-Admit card and Result-Cum-eMark Sheet of the ICSI on the reputed result publishing website"** dated December 11,2015 remains the same.

The bidders may take note the above changes.

Date: January08, 2016

(SANJAY PANDEY)
JOINT SECRETARY

THE INSTITUTE OF
Company Secretaries of India
IN PURSUIT OF PROFESSIONAL EXCELLENCE
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TENDER DOCUMENT

FOR

Software development, implementation, maintenance, hosting & publishing Students E-Admit card and Result-Cum-eMark Sheet of the ICSI on the reputed result publishing website

Important Dates and Information	
Cost of Tender	Rs. 200/- (Rupees two Hundred Only)
Earnest Money Deposit	Rs. 12,000/- (Rupees Twelve Thousand Only)
Tender Publish Date	11th December , 2015
Last date and time for Sending Pre-Bid Queries in written	17th December , 2015 by 5:00 PM
Pre-Bid Meeting date, time & venue	21st December , 2015 at 2:00 PM at ICSI, C – 37, Sec – 62, Noida
Last Date and Time For Receipt Of Bids	31st December , 2015
Date & Time Of Opening Of Technical Bid	1st January, 2016 at 11:00 AM
Institute's Website	www.icsi.edu

Statement of Confidentiality

The information contained in this Tender Document or subsequently provided to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter referred to "ICSI") or by any of their employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Purchase: 2015-16(Exam-IT) 11th December, 2015

Sub: Quotation for 'Software development, implementation, maintenance, hosting & publishing Students E-Admit card and Result-Cum-eMark Sheet of the ICSI on the reputed result publishing website'

Dear Sir,

The Institute of Company Secretaries of India (hereinafter referred to "ICSI") is a statutory body constituted under an Act of Parliament. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its Headquarters is located at "ICSI House" 22 Institutional Area Lodi Road New Delhi-110 003.

The ICSI proposes for **Software development, implementation, maintenance, hosting and publishing Students E-Admit card and Result-Cum-eMark Sheet of the ICSI on the reputed result publishing website** as per enclosed quotation document and accordingly sealed quotations are invited as stated in the said document.

The sealed quotations are to be sent to Shri Sutanu Sinha, CE & OS , The Institute of Company Secretaries of India, by name at the Institute's Headquarters in the envelope super scribing **Quotation for 'Software development, implementation, maintenance, hosting and publishing Students E-Admit card and Result-Cum-eMark Sheet of the ICSI on the reputed result publishing website** due **on 31st December , 2015.**

Thanking you,

Yours faithfully,

(Ajay Sharma)
Assistant Director

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THE INSTITUTE OF
Company Secretaries of India
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

No. Purchase: 2014-15 (SL) Date: December 11, 2015

QUOTATION DOCUMENT

Software development, implementation, maintenance, hosting and publishing Students E-Admit card and Result-Cum-eMark Sheet of the ICSI on the reputed result publishing website

PART-A

Introduction and General Conditions: Part 'A'

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted s under an Act of Parliament i.e. Company Secretaries Act, 1980 to regulate and develop the profession of Company Secretaries. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its headquarter is located at "ICSI House", 22, Institutional Area, Lodi Road, New Delhi-110003.

ICSI has four Regional Offices at New Delhi, Chennai, Kolkata and Mumbai and under their jurisdiction 70 Chapters across India. ICSI stakeholders include approx. 40K members and 5 Lakhs students.

ICSI conducts examination for its Foundation, Executive and Professional programmes twice in a year i.e. for June session and December session, ICSI publishes its eAdmit Card and Result-cum-eMark sheet for both these sessions. Currently eAdmit card is published simultaneously for all three programmes but result-cum-eMark Sheet is published on two different dates i.e. first for Foundation programme and next for Executive and Professional programmes. The said frequency may however increase in future if the Institute decides to publish eAdmit card and Result-cum-eMarksheet for all the programmes separately at different point of time.

Institute's data center is located in its Noida Office at C-37, Sector - 62 and proposed Software is to be implemented by the bidder in this office.

Sealed tenders are invited by the Institute of Company Secretaries of India (ICSI), located at "ICSI House", 22, Institutional Area, Lodi Road, New Delhi-110003 for **Software development, implementation, maintenance, hosting and publishing Students E-Admit card and Result-Cum-eMark Sheet of the ICSI on the reputed result publishing website**. The terms and conditions governing the Tender are as under:

1. The tender document may be obtained during working hours from December 11, 2015 to December 31, 2015 by 1:00 AM on all working days (except Saturday, Sunday, National & Gazetted Holidays) from the Reception counter of the ICSI on payment of non-refundable tender cost of Rs.200/- by Cash / Demand Draft drawn in favour of "The Institute of Company Secretaries of India" payable at "New Delhi". The tender document can also be downloaded from the website of the ICSI (www.icsi.edu) for which Bidder would be required to enclose a demand draft of Rs. 200/- as mentioned above towards the cost of the tender document along with their quotes, failing which the tender shall not be entertained.

2. Tender should be submitted in **two separate sealed covers.** First cover containing, **"TECHNICAL BID",** should provide only technical details as per the requirements in this tender along with literature, pamphlets, drawing etc (Hard copy and soft copy in USB/CD). The solution as proposed should also be defined under this bid. Second cover containing, **"COMMERCIAL BID"** should provide only Price, as per the Bill of Quantity annexed hereto. In case there are any optional items which are necessary in the efficient running of the services of Software Application mentioned in this tender, the prices must be quoted for these optional Items also. **Both the covers should first be sealed separately,** and then both the covers should be kept **in a single sealed bigger envelop.** This bigger envelope should bear the inscription "**Tender for Software development, implementation, maintenance, hosting & publishing Students E-Admit card and Result-Cum-eMark Sheet of the ICSI on the reputed result publishing website"**

3. Bidder(s) are required to deposit **Rs.12,000/- (Rupees Twelve Thousand Only)** towards Earnest Money Deposit (EMD) by way of demand draft in favour of "The Institute of Company Secretaries of India" payable at New Delhi. EMD should be put in first cover i.e. Technical Bid. The Earnest Money of unsuccessful bidders will be returned without any interest/Bank commission/collection charges within 90 (Ninety) days from the date of acceptance /finalization of the tender. The EMD may be forfeited either in full or in part, at the discretion of ICSI on account of one or more of the following reasons:

i. In the case of a successful BIDDER fails to
(a) Accept award of work
(b) Furnish performance security or

ii. The BIDDER violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of ICSI in timely finalization of this tender.

The decision of ICSI regarding forfeiture of EMD be final and binding.

4. The sealed tenders are to be submitted in prescribed format on business letter head of the Bidder duly stamped, dated and signed on each page of the tender as unconditional acceptance to the terms prescribed by the Institute therein. Details/supporting documents wherever applicable, if attached with the tender should be fully authenticated by the Bidder/s.

5. The sealed covers along with Earnest Money Deposit (EMD), duly mentioning on top left hand corner of the sealed envelope, "**TENDER FOR Software development, implementation, maintenance, hosting and publishing Students E-Admit card and Result-Cum-eMark Sheet of the ICSI on reputed result publishing website due on December 31, 2015**" should be **addressed to Shri Sutanu Sinha, CE & OS**, The Institute of Company Secretaries of India and sent at the Institute's address given above either by registered post/speed post or by dropping in the tender box placed at IIIrd floor of Institute's Headquarter & should reach on or before **9th October , 2015.** The Institute shall not be liable for any postal delays what so ever and tender received after the stipulated time/date shall not be entertained.

6. The tender(s) shall be opened on **January 1, 2016 at 11.00 AM** in the Institute at ICSI House, 22, Institutional Area, Lodi Road, New Delhi in the presence of Bidder(s), who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time & venue.

7. Non acceptance of any of the terms & conditions as stated in tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid.

8. **The Bidder(s) are required to study the Institute's current arrangement and processes while quoting charges for the job. The bidders are required to submit the details of hardware, software, load balancing**

solution and hosting platform to be provided / used by them for development and implementation of the proposed system.

9. Bidder will develop and implement the requisite software and publish the result-cum-eMark Sheet and eAdmit card through its result site. It will simultaneously deploy the software in the Institute's server and ensure that the samet is running perfectly and ready for publishing the result-cum-eMark Sheet and eAdmit card through the website of the Institute. The Institute will also publish the result from its server simultaneously along with the one being published through the result publishing site of the bidder. The Institute will be responsible for the license of Window OS, SQL Server and Dot Net for implementing the developed software in the Institute's server.

10. The bidder will also make the provision of archiving the previous session's result of the ICSI on its result site / portal with the provision of seeing the result and printing the eMark Sheet. The same provision will also be made by the bidder in the Institute's server.

11. The bidder will complete the development and implementation of the software pertaining to publishing of result-cum-eMark Sheet in all respect by December, 2015. The result-cum-eMark Sheet for December, 2015 session will be published through the bidder's result site in January, 2016 and February, 2016.

12. The bidder will complete the development and implementation of the software pertaining to publishing of eAdmit card in all respect by March, 2016. The eAdmit card for June, 2016 session will be published through the bidder's result site in April/May, 2016.

13. ICSI would provide only seating space at ICSI's premise and the onsite available Network Connectivity for the bidder's officials on the result-cum-eMark Sheet/ eAdmit card publishing activity day.

14. Any other infrastructure like computer / laptop, data card, dongle etc have to be provided by the bidder. It would be completely the bidder's responsibility to ensure the availability of backup of all infrastructure, resources and services for the successful result-cum-eMark Sheet / eAdmit card publishing through its result publishing site.

15. Bidder will be responsible for the licenses of all Opertaing System, System Software and development platform used for publishing the result-cum-eMark Sheet and eAdmit card through its result publishing site.

16. Technical training will be provided by the bidder to In-house Technical Team of the ICSI on Application Architecture, Build & Deployment of Application,

Knowledge sharing on third party tools (if used), and Technology Awareness (Used in building the application).

17. ICSI will provide the license of SQL Server, Dot Net and Windows Operating System, while rest of the configuration required for Production Environment is the responsibility of the bidder

18. The bidder will supply the source code of the developed and implemented software to the Institute.

19. The bidder will supply the user manual and technical manual for the developed and implemented software immediately after the acceptance.

18. ICSI will provide the required Software for the configuration management (VSS/TFS) and bidder has to sync their Code base during development and maintenance phase at ICSI configuration server on need basis as and when the software development is completed and modified afterwards as per the requirements of the ICSI from time to time. First time sync of the code base is to be done immediately after the development and implementation is completed and acceptance is given by the ICSI.

19. ***Eligibility Criteria***

a. The bidder must be a Company registered under the Indian Companies Act 1956.
b. The bidder should have been in operation for at least five years as on 31st August, 2015 (Incorporation/ Registration Certificate required).
c. The bidder must have a minimum turnover of at least Rs. 2 crores and positive net worth in each of the preceding three audited financial years (Audited Accounts/Certificate from Auditors required).
d. The bidder must have a dedicated manpower size of at least 20 technical resources on regular payroll for undertaking ICT project. (Declaration from HR required).
e. The bidder must have successfully undertaken at least three (3) Web Based Application development and implementation projects over the last five (5) years for Government / PSU / Institutions for Higher Education / Universities / Large Corporates. (Copy of work order and sign-off for each of the assignments is required) and successfully published the result of at least three reputed Indian universities through its result site/portal.
f. Documentary proof for everything is essential without which the proposal will be rejected. The documents submitted as proof should be self-attested. Technical and Financial evaluation will be done only for the

bidders who have submitted EMD and are satisfying the above pre-qualification criteria.

g. Bidders declared by Government of India to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices shall not be eligible.

20. Prices quoted in the tender document shall expressly be inclusive of all statutory taxes, fees, cesses, duties, levies, charges, surcharges and other components etc. (net to Institute) for this project and should be quoted in Part – D. No component of cost / tax shall be paid by the ICSI unless the same is included specifically in the quotations.

21. Incomplete quotations shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the Notice Inviting Tenders, Instructions to the Bidders, Contract Form, Conditions of the Contract, Drawings and Specification and if any such alterations are made or any special conditions attached, the tender is liable to be rejected without reference to the Bidder.

22. Quotations should be valid for 6 months from the date of opening of Technical Bid.

23. Escalation matrix (24 X 7) up to the level of CEO/COO/CIO must be provided with mobile and fixed phone number and email address of all personnel in the matrix.

24. At any time prior to the last date for receipt of Bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any amendments. The decision of ICSI on the need for any modification shall be final and binding on all. In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, ICSI may, at its discretion, extend the deadline for submission of bids. Any Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.

25. The ICSI may at any time during the Tendering process but before opening the technical bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

26. During evaluation of the bids, the ICSI may at its discretion, ask the Bidder for clarification of its bid and the same has to be provided within the time period (minimum One day) as specified by ICSI and in case of a default, it will be deemed that bidder has no clarification to submit and the bid is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing and no change in clarification submission date, price or substance of the bid shall be sought, offered or permitted.

27. The whole work included in the Tender shall be executed by the Bidder and the Bidder shall not directly or indirectly transfer assign or sublet the contract / work or any part thereof or interest therein without the written consent of ICSI.

28. In case any work for which there is no specification in the tender but the same is essential for the project, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.

29. The aspects to be developed / managed as a part of the Development and Maintenance activity under this project are indicated in the tender document.

30. ***Security Deposit***

The Bidder whose tender is accepted by ICSI shall be required to give a security deposit for faithful performance of the Tender.

The total amount of security deposit shall be Rs.30,000/-(Rupees Thirty thousand only), which shall be provided by the Bidder through an irrecoverable Bank Guarantee from any Nationalized Bank in favor of the Institute of Company Secretaries of India. No interest will be payable by ICSI on the Security Deposit, so held. The Bank Guarantee shall be valid for the complete life cycle of the project including maintenance phase. The Bank Guarantee will be submitted by the bidder initially for a period of two (3) years and will be extended afterwards by the bidder on the basis of the progress of the project. The Bank Guarantee shall be submitted by the bidder within 15(fifteen) days of the award of the work.

In case of contravention of any of the terms and conditions as stated in the tender documents or if the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender or bidder fails to execute the work as per the Tender/Work Order / SLA or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), the ICSI shall have the right to invoke the said Bank Guarantee and Such decision of the ICSI shall be final.

31. ***Evaluation of Technical Proposals***

a. Proposals which are not supported by adequate proof / Supplementary documents or are not accompanied by an EMD will not be evaluated.

b. The Evaluation Committee shall evaluate the Technical Proposals only for those bidders who satisfy the pre-qualification/eligibility criteria. The Technical proposals which are unsigned and incomplete shall not be evaluated. The technical proposals will be evaluated on the basis of their responses, applying the evaluation criteria and point system specified in the technical evaluation scoring matrix. Evaluations will be based on documentary evidence submitted by the bidder with respect to pre-qualification / evaluation / selection criteria. Each responsive proposal will be given a technical mark (TM). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Scope of Work or if it fails to achieve the minimum technical mark i.e. 60%.

c. During the process of evaluation of the technical proposal, the bidder might be required to make presentation on its Proposal covering Experience/Technical Proposal including Understanding about the project, Implementation Methodology, Team Composition, Work Schedule, PERT and Activity Schedule, arrange client interactions / visits. In case presentation is required, the date and time of the presentation / interactions will be intimated individually.

d. All bidders who satisfy the eligibility criteria and technical criteria shall be commercially evaluated on the basis of L1 price.

32. ***Public Opening and Evaluation of Financial Proposals***

a. After the technical evaluation is completed, the bidders who score a minimum of 60% in the Technical Proposal Evaluation shall be informed in writing about the time and location for opening the Financial Proposals. Bidder's attendance at the opening of Financial Proposals is optional but it shall be recorded and signed by all present.

b. Financial Proposals shall be opened publicly in the presence of the bidder's representatives who choose to attend. The name of the bidders whose technical proposal is found responsive (i.e. identified bench mark) shall be read out. The Financial Proposal of the bidders who meet the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals of the bidders who meet

the qualifying mark as indicated in the RFP shall be then opened, and the prices read aloud and recorded.

c. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.

d. Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given in this RFP shall prevail.

33. ***Award of Contract***

a. ICSI shall award the Contract to the selected bidder by issue of Work Order (WO) and notify all bidders who have submitted proposals after award is accepted by the selected bidder. The selected bidder has also to sign a Service Level Agreement (SLA) within 10 days from the date of acceptance of Work Order (WO). The SLA shall be developed with mutual agreement of bidder and ICSI. However RFP terms and conditions will be a part of the SLA, which will not be changed. In addition, the standard terms and conditions as has been provided in Annexure A to the RFP will be also a part of the SLA.

b. The selected bidder is expected to commence the assignment on the date and at the location specified in the WO/ Contract.

c. If the selected bidder does not sign the SLA within the stipulated period or does not submit the Performance Guarantee within time, the WO may be cancelled and the L-2 bidder as per commercial comparative may be considered for award of Contract.

34. ***Contract Period***

The period of the contract/agreement shall be initially for three (3) years from the effective date of Service Level Agreement (SLA) out of which the development and implementation period will be accounted for as per the Time Schedule provided in this tender document and the warranty/maintenance period will commence immediately from the date of acceptance of the implementation of the software by the Institute and the same will continue till the contract period is over. Further AMC of the project will be subject to the yearly assessment / appraisal of the performance of the Bidder for the previous year by the ICSI. If Bidder's performance is not found satisfactory, the ICSI may terminate the agreement by giving 15 days notice otherwise the agreement will automatically stand valid. Decision of the ICSI in this regard shall be final.

After the initial term, the ICSI reserves the right to its sole discretion to extend the contract for another one year subject to maximum three (3) years on the same terms and conditions in writing as per mutual understanding between the parties subject to the condition that the project has been successfully implemented and previous warranty/maintenance support period of the project has been completed. The SLA will be applicable for development, implementation, maintenance and result publishing phases. Project will only be deemed as complete on completion and implementation of all entities. Bidder shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute.

35. **TIME - ESSENCE OF CONTRACT**
The time allowed for completing the work under tender / SLA and handing over the same shall be of the essence of the Contract and shall be strictly observed by the Bidder. The Work shall proceed with due diligence until Final Completion. For delay, Bidder shall be liable to pay penalty and/or liquidated damages as decided by ICSI and such decision of the ICSI shall be final.

36. There will be a **pre-bid meeting on December 21, 2015 at 2:00 PM at ICSI, C -37, Sec-62, Noida** to clarify the queries of the interested bidders. The interested bidders are requested to send their queries by email to: rakesh.goyal@icsi.edu in advance.
37. The Bidder should submit written consent that the warranty / maintenance and penalty terms have been noted by them in the tender and is in agreement with the same.

38. Institute shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, the Institute may reject the candidature of the bidder without assigning any reason and decision of the Institute shall be final. In such case(s) the Financial Bid shall not be opened for that particular bidder.

39. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.

40. Submission of Proposal/Bid by way of e-mail is not acceptable.

41. ICSI reserves the right of accepting the tender in whole or in part without assigning any reason and such decision of the ICSI shall be final. The part acceptance of the tender shall not violate the terms and conditions of the

Tender and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.

The acceptance of a tender shall rest with the ICSI. ICSI does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any tender shall not make the ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.

42. This Tender does not commit ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award. The bidder shall bear all costs associated with the preparation and submission of its bid, and ICSI will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

43. **BLACKLISTING**

The ICSI without prejudice to any other remedy and rights, reserves the right to blacklist the Bidder for a suitable period in case he fails to honour his bid / Work Order / Service Level Agreement (SLA) or found guilty for breach / violation / contravention of terms(s) and condition(s) of the tender / Work Order / Service Level Agreement (SLA) or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by Bidder or by its staff, agent, employee or officer etc or by any other person directly or indirectly employed by him.

44. Whenever under this tender / Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the Bidder, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Bidder. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Bidder or which at any time thereafter may become due to the Bidder under this or any other tender / contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Bidder shall pay the ICSI on demand the remaining balance.

45. The personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Bidder for the execution of work as provided under this Tender, shall not be employee / officer of the ICSI for any purpose. None of such person of the Bidder shall have any right to claim anything against the ICSI.

46. **PENALITIES**

The bidder will bear full responsibility for delay of any nature in the project timelines.

The bidder has to publish the first Result-cum-eMark Sheet of the Institute through its site in January-February, 2016 (For December Session of the previous year) and publish the first eAdmit card of the Institute through its site in April-May, 2016 (For June session of the current year). Afterwards the bidder has to continue to perform this activity for both the examination sessions of ICSI i.e. June and December every year. The months for publishing Result-cum-eMarksheet and eAdmit card of ICSI for these two sessions are as under:

For June Session -	eAdmit Card (April-May)
	Result-cum-eMarksheet (July – August)
For December Session -	eAdmit Card (November - December)
	Result-cum-eMarksheet (January- February)

To meet the above mentioned time line, the bidder will provide a detailed activity wise development and implementation plan to the Institute after the issue of Work Order. In case, the firm fails to adhere to the timelines of this plan, a penalty of Rs. 2,00,000/- will be levied.

Penalty for any failure in declaring Result-cum-eMark Sheet / eAdmit card as per the above mentioned timeline shall be Rs. 2,00,000/- in addition to forfeiture of security deposit.

The bidder will provide maintenance service for the developed software on 24 x 7 basis and will resolve the same within 48 hours failing which the ICSI will impose penalty of Rs.5000/- per day or part thereof. Maintenance service will include any kind of changes including the changes in format of the Result-cum-eMark Sheet and eAdmit card, change in syllabus, change in groups, change in number of subjects, change in name of subjects, change in signing authority, change in instructions, security measures in the eMark Sheet, data updation

due to result verification / deemed pass cases / Clearing withheld / cancelled cases etc.

Liquidated damages, if applied as per RFP will be 2 % of the total contract value.

In case of delay beyond 60 days in design, development and implementation of the required software and systems, the Institute reserves the right to terminate the project/contract and recover the cost paid plus damages (capped at a upper limit of the total cost of the project) from the Bank guarantee / security / EMD / other measures.

47. **CONFIDENTIALITY**

Bidder shall not use or disclose any Confidential Information of the ICSI except as specifically contemplated herein. For purposes of this Tender "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

48. **INDEMNITY**

The Bidder shall indemnify, defend and hold and keep indemnified, the ICSI from and against all actions, suits, decree proceedings, claims, damages, compensations, costs, expenses, liabilities and demands brought or made against the ICSI in respect of any matter or thing done or omitted to be done by the Bidder or its employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Bidder's performance under this Tender including but not limited to non-compliance with the applicable laws, rules, regulations and directions, orders etc of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights.

49. **ARBITRATION**

In case of any dispute, difference, claim and demands arising under or pursuant to or touching or in relation to this tender, the authorized official of the ICSI and the Bidder shall address the same for mutual resolution, failing which

the matter shall be referred for the arbitration to the sole Arbitrator of the Chief Executive of the Institute of Company Secretaries of India or any other person appointed by him as Sole Arbitrator. The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The language of the arbitration and the award shall be English. The cost of the Arbitration proceedings shall be shared equally by both the parties. The award of the sole arbitrator shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Delhi. All disputes arising out of this tender are subject to the jurisdiction of Courts in New Delhi.

50. For any details / clarifications, Shri Rakesh Goyal, Joint Director - (phone - 0120-4522038 & email id: rakesh.goyal@icsi.edu) may be contacted.

Date: December 11, 2015

(Ajay Sharma)
Assistant Director

Scope Of work
PART - B

I. Software development to display e-admit card and Result-cum-eMark Sheet**:Proposed Solution required should include the following:**The Proposed software application should include displaying individual student result and should provide a facility to download e-Marks sheet in PDF format.
II. The e-Marks sheet should contain QR/3D/Matrix Bar code and encrypted reference string displayed on PDF file along with student result data.
III. The PDF files should contain extended security features and QR/3D/Matrix Bar code.
IV. The application should include a facility to subscribe for result through email and push the result through SMS and email to all these students. Further the application should also facilitate to push the result through email and SMS to all the students.

V. The application should be facilitated with SMS pull service to get the result.
VI. The application should include interfaces to display Admit card and include facility to download e-Admit card in PDF format for individual student.
VII. Data auditing features should be included to capture students IP address, date of download, MIS reports, dash board etc.,
VIII. The proposed software application should include admin panel to check the reports and logs of the downloaded data.
IX. The architecture of application should be capable to run and configure multiple servers under load balancing environment.
X. Application should be browser independent.
XI. Bidder shall be responsible to migrate the result data in required format and activate the result-cum-eMark Sheet and e-Admit card application as and when required by ICSI.
XII. Display history of Result and e-Marks sheet should be maintained.
XIII. Display student result on the basis of Roll number/ registration number.
XIV. Facility to print (not download/save/non editable) e-Marks sheet in PDF format.
XV. The application should have option to display verification of marks and facility to print the verified result in the form of e-Marks sheet in PDF format.
XVI. The application should include a facility to display and download the specimen copy of Admit card/e-Admit Card by the centers.
XVII. Application should be configurable over multiple servers/load balance/ Cloud environment.
XVIII. Application should be integrated with existing environment.
XIX. Currently Institute is using Dot Net / SQL server technology.
XX. Code base will be property of ICSI.
XXI. Bidder's Manpower has to be deputed at ICSI office on the day of publishing the admit card and result.

XXII. Provision to display Institute's advertisements on the result/admit card pages. Advertisements designing will be responsibility of the bidder. The bidder will not display advertisement of any outsider on the ICSI Result-cum-eMarksheet and eAdmit Card page in its result portal.

XXIII. Maintaining archival of the previous/last/old sessions result data and facilitating students to take the printout of e-Mark Sheet through the bidder's result publishing portal.

Mandatory Requirements:

XXIV. The security and performance of application should be audited.

XXV. Application should be delivered with security audit certificate of CERTIN certified agency.

XXVI. Application Load balancing report should be submitted.

XXVII. Platform should be Dot Net Frame work>= 4.0 / SQL SERVER 2012 and above.

Sample formats of Requirements (being given for only one course out of three. Remaining will be provided during detailed study.) :

S.No.	Result	e-Admit Card	e-Result
1	E-markssheet.doc	Adobe Acrobat Document	Acrobat Document

Technical Bid: Part 'C'

Format of the Proposal Response

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following items and be organized in the manner specified on the following pages.

I. **Letter of Transmittal**

A letter of transmittal briefly outlining the bidder's understanding of the work shall be submitted. The transmittal letter should also include general information regarding the firm and individuals involved.

II. **Profile of the Firm**

S No	Particular	Response	Reference page no in the Bid Document
1	Company Name		
	Legal Name (if different)		
	Full Mailing Address		
	CIN of the bidder company		
	Service Tax Registration number (if any)		
	VAT (TIN No.) (if any)		
	PAN & TAN of the company		
	Telephone Number		
	FAX Number		
	Web site		
	Years in Business		
	Year of establishment		
2	Details of Indian Establishment		
	Registered Office address		
	Year of establishment		
	Head of the Indian establishment		
	Constitution		
3	Contact Person		
	Mobile		
	E-mail		
4	Whether registered with Registrar of Companies/ Firm. If so, please furnish details thereof (Attach certificate of incorporation)		
5	Registration with Tax authorities (PAN)		

6	Audited Turnover in last three financial years, i.e. Year 2012-13, 2013-14 and 2014-15.		
7	Number of years implementing systems similar to this proposal		
8	Number of sites currently implemented using the proposed software /solution		
9	Number of full-time employees		
10	Number of technical/support personnel		
11	Name and details of sub-tenders to be employed in the project.		

III. **Brief Solution Details**

S No	Particular	Response	Reference page no in the Bid Document
1	Details of the solution with design and specifications of all entities including back-up arrangement. A project plan must be enclosed with the written details.		
2	Details on how the web application will be managed and monitored on 24 X 7 basis for degradation and SMS configuration for messaging		
3	Gantt Chart of time frame for implementation starting from 0 day. The project report with day wise scheduling and implementation of each component and requisite configuration and customization of the hardware and software		
4.	Platform of development (List of all platforms including integration with existing .net application platform		
5.	Project Co-ordination Plan (Details of Quality of the proposed team which will work on the project management as annexure)		
6.	Process of study (Discover(As Is), Plan(To Be) and Clarify (Strategy for To Be) as per ITIL Standards)		
7.	Risk Identification and mitigation strategies		

IV. **Quality and other Controls Details**

S No	Particular	Response	Reference page no in the Bid Document
1.	Quality Control a) Central control for all features (admin privilege) b) Dashboard Used / features c) Reporting tool used / features d) OS/ SQL/ System configuration., optimization with error capturing, client side validation of all fields, email / SMS generation e) The Software application can be developed using Agile Methodology, Water Fall Model etc. f) Load testing by using win-runner / win loader by simulating 1 lakh users g) Error capturing with auto pop-in Help in flash, animation, balloon help etc. h) Regular Auditing will be done by the bidder on fortnightly basis (for one year) on risk mitigation on DR, code addition, malware and related threats. An audit report shall be made available through automated mechanism on the number of updations made by any user / administrator between two dates. The audit report will differentiate between deletion, addition and modification. i) Response time of up to 6 seconds for user on dial up connection at all times.		
2.	User Experience a) Creation b) Deactivation c) Activity tracking d) Default Homepage		
3.	a. Security Aspects (ITIL framework) b. Disaster Recovery / redundancy c. Page modification analysis report d. Version Control of application e. Application to supported on at least three version of		

	browsers (like IE, Firefox, Safari, Google Chrome, Opera)		
4.	Data Analysis tools used for traffic (Dashboards - page wise, traffic wise and others)		
5.	Documentation - Wireframes, Style guide, Deployment Guide, Technical Documentation, Troubleshooting Document, User Manual / Documentation		

V. ***Technical Evaluation Matrix***

Sl. No.	**Criteria**	**Level**	**Score**	**Bidder's response (Please tick the applicable option / grade yourself)**	**Max Score**
1	No. of years the bidder is in operation	=3 years	3		5
		>3 years	5		
2	Number of Web Based application software developed and implemented in the last 5 years for Government / PSU /Statuary / Institutions of Higher Education / Universities	=>3 projects and <5 for	3		10
		=>5 projects and <10	6		
		=>10 projects	10		
3	Proposed Analytical tools	Product based	10		10
		Customized	5		
4	Clients (similar projects) interactions / visits / feedback	Feedback from existing clients	10		10
5	Understanding of requirement, Proposed Solution, Methodology and Work Plan, Adequacy of the proposed work plan and methodology in responding to the RFP / technical presentation		15		15

VI. **Details of the similar projects executed in India.**

Sl. No.	Project	Similar Project executed for (Name of the organization with address, phone numbers etc.)	Nature of work in brief	Location of the work	Volume of candidates handled by the project

VII. **Key personnel permanently employed in organization:**

Sl. No.	Name	Qualifications	Experience	Particulars of Project done	Employed in your firm since	Any other details

VIII. **Client Reference:**

To be a qualified proposer, the bidder must include three (3) references with similar systems implemented in your proposal response. Preference will be given to bidders with references for implementations at organizations most similar to the ICSI. References will be contacted - please verify information before submitting. Information to be included in the reference is:

Particular	**Response**
Organization Name	
Address	
Type of Business	
Contact Person	
Telephone and Fax #s	
Dates of Installation	
Description of system	

Declaration:

a) We confirm that he/she is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of the ICSI's Request for Proposal.

b) We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.

c) We agree that the decision of the ICSI in selection process will be final and binding on us.

d) We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the institute with penalties / damages recoverable in cases of any loss incurred.

e) All the information furnished by us here as above is correct to the best of our knowledge and belief.

Place: SIGNATURE OF THE APPLICANT

Date: NAME & DESIGNATION WITH SEAL OF ORGANISATION

Part 'D'

Commercial Bid

S No	Activity	Cost INR in figures (Inclusive all Taxes)	Cost INR in words (Inclusive all Taxes)
1.	Design / development / implementation of Software application on the Institute's server		
2.	Charges for Annual Application hosting and publishing eAdmit Card and Result-cum-eMark Sheet through the result publishing portal of the bidder for two sessions per annum		
3.	Annual Maintenance Cost after implementation and warranty period		
4.	Manpower per day cost to cater to any additional requirements beyond the scope of Work within Warranty / AMC period.		

The breakup of costing as above is only to ensure that during the currency of the contract the services of the firm may be taken for the respective head at a predefined costing at the discretion of the ICSI.

Place: SIGNATURE OF THE APPLICANT

Date: NAME & DESIGNATION WITH SEAL OF ORGANISATION

Annexure – A

Standard terms and condition of Agreement

Forfeiture of Security Deposit and Invoking of Bank Guarantee

ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if the Service Provider contravene or breach any of the terms and conditions of the Agreement or if the Service Provider withdraws or amends, impairs or derogates from Agreement or fails to execute the work as per the Agreement or fails to deliver the satisfactory performance during the period of Agreement.

IICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Service Provider or its staff / employee / agent / representative.

Whenever under Agreement any sum of money is recoverable from and payable by the Service Provider, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Service Provider. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service Provider under this or any other Agreement with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the ICSI on demand the remaining amount.

Compliances of Law

A. The Service Provider shall provide the Services in strict compliance with all relevant laws and regulations of the State or Territory within India where the Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Services, whether held by the Service Provider, ICSI or any other concerned party.

B. The Service Provider shall indemnify and hold ISCI harmless at all times from and against any liability, penalty, cost or expense suffered or incurred as a result of the Service Provider failing to comply with any law, or regulation, or such permit or license relating to any part of the Services.

Payment of Taxes

A. The Service Provider shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. *and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider.*

Intellectual Property Rights

The Service Provider shall ensure that it holds all necessary copyrights, licence rights and other proprietary rights required in respect of any device or method used by it while providing the Services. The Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with his obligation under the Agreement.

Genuine Software

Both parties agree that the software that is required to be used for the purposes as envisaged under Agreement shall be genuine and registered software and not a pirated version of any nature. Service Provider undertakes that the software developed/ to be developed by it for the work shall be its own and that there shall no infringement of copy right/intellectual right of any other person. Service Provider further undertakes that it shall indemnify, and keep the ICSI at all time indemnified against any such infringement.

Indemnity

a. the Service Provider shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the rendering of the Services under the Agreement whether under common law, under statute or otherwise. The Service Provider further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or indirectly as a result of the failure or negligence of the Service Provider or its employees to faithfully carry out its obligations under Agreement and further to pay for all loses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.

b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defence of the claim.

The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

FORCE MAJEURE

The Parties shall not be liable for any failure to perform, any of its obligations under the Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

Confidentiality of Information

a. During the term of the Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of the Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
b. Any software / hardware material, product specifications, financial information, documents covered under Agreement shall be confidential information and deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the ICSI.

c. Provided that upon the expiration, cancellation, or termination of Agreement, each party shall, upon the written request of the other party, return or destroy, to the

satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

Blacklisting

The ICSI may by notice in writing and after giving an opportunity of being heard, blacklist the Service Provider for suitable period in case Service Provider fails to discharge its obligation under Agreement without sufficient grounds or found guilty for breach of condition(s) of the Agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by the Service Provider or by its staff or agent.

Governing Law

The Agreement shall be interpreted in accordance with and governed by the laws of India.

Dispute Resolution:

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorised official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration of the Chief Executive of the ICSI of Company Secretaries of India or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

Independent Agreement & Relationship between the Parties

The relationship of the Service Provider to ICSI under this Agreement shall be that of an independent Contractor. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under Agreement. The acts performed and action taken by either party that do not fall under the Agreement shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

The personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Service Provider for the execution of work as provided under this agreement shall

not be employee / officer of the ICSI for any purpose. None of such person of the Service Provider shall have any right to claim anything against the ICSI.

Non-Exclusive Agreement

The Agreement between the ICSI and the Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other Service Provider during currency or the extended currency of Agreement.

Complete / Entire Agreement:

The Agreement, its Attachments, if any, and the documents specifically referred herein constitute the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of the Agreement shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to the Agreement.

Non Waiver:

Failure to exercise by either party of any right under the Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under the Agreement shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

Representations and Warranties

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement.

Severability

If any provision of the Agreement is held invalid, unenforceable or illegal for any reason, the Agreement will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an

eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

Notices & Notifications:

All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to the Agreement shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Agreement. Any change of Address should be notified to each other.

Alteration and Modification

Any alteration or modification or waiver in connection with the Agreement will not be effective unless made in writing and signed by both the parties.

TERMINATION

Either party may terminate this Agreement by giving a _____ months' notice in writing to the other party for termination of agreement.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving _____ days' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this Agreement in full, but which he did not derive in consequences of the full performance of this Agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of Agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Service Provider.

Precedence:

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable, the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:

(1) This Agreement
(2) The Attachments (if any)
(3) The Work Order (if any)
(4) The RFP/Tender

Jurisdiction of Courts:

All disputes arising out of or relating to the Agreement shall be deemed to have arisen in New Delhi and only courts having jurisdiction over Delhi shall determine the same.