



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003

ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/HR/Biometric Machine/2025-26/117

December 06, 2025

Subject: Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP.

Important Date & Information		
1.	Tender Publish Date	December 06, 2025
2.	Cost of Tender	Rs. 200 /- + 18% GST) (Rupees 236 /- Only)
3.	Earnest Money Deposit	Rs. 28,000/- (Rupees Twenty Eight Thousand only)
4.	Pre-Bid Meeting	Pre-Bid Meeting December 08, 2025, at 1:00 PM or any other date and time as notified later. The Institute of Company Secretaries of India, 5 th Floor, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later
5.	Last date and time for Sending Pre-Bid queries in writing	All queries must be sent at email ID, Sajeevan.p@icsi.edu till December 09, 2025 by 10:00 AM
6.	Replies of Pre-Bid queries	If any, shall be uploaded on the following website/portal by December 09, 2025 by 05:00 PM on website of the Institute (www.icsi.edu)
7.	Last Date and Time for Submission of Bids	December 11, 2025 by 03:00 PM
8.	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C - 36, (Ground Floor Reception: Tender Box of Dte. of Purchase) Sector – 62, Noida – 201309.
9.	Bid Validity	180 days from the date of submission of bids
10.	Date, time & venue of opening of Technical Bids	December 11, 2025 at 3:30 PM or any other date and time as notified later. The Institute of Company Secretaries of India, 5 th Floor, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later.

11.	Date and time of opening of Financial Bids	To be intimated at a later stage, only to technically qualified bidders.
12.	Contact details	Mr. Sajeewan P, Joint Director, Directorate of Human Resources (Dte. of HR), ICSI. Tel. No.: 011-45341071; Email Id: Sajeewan.p@icsi.edu
13.	Institute Website	www.icsi.edu

Statement of Disclaimer

The information contained in this Tender Document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of The Institute of Company Secretaries of India (hereinafter "ICSI" / "Institute") 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. The 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.



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Tender No.: ICSI/HR/Biometric Machine/2025-26/117

December 06, 2025

Subject: Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP.

INTRODUCTION

A. About ICSI:

The Institute of Company Secretaries of India (hereinafter referred as The ICSI / Institute) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980. The ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its **Head Office** at 22, Institutional Area, Lodi Road, New Delhi. The ICSI has another office at C-36, Sector – 62, Noida. The ICSI is the only recognized professional body in India to regulate and develop the profession of Company Secretaries in India.

The ICSI has **Four (4) Regional Offices (ROs)** at New Delhi, Kolkata, Mumbai & Chennai, **Four (4) Centre for Corporate Governance Research & Training (CCGRTs)** at Mumbai, Hyderabad, Kolkata and Manesar. The ICSI has currently **Seventy-Two (72) Chapter Offices (COs)**, spread across India.

The ICSI is the only recognized professional body in India to make provision for the regulation and development of the profession of Company Secretaries with the vision to be a global leader in promoting good Corporate Governance and with a mission to develop a high caliber professional facilitating good Corporate Governance.

The ICSI has implemented ERP (Oracle EBS R12) modules (HRMS, Employee self-service, Payroll, Financial, Inventory, Purchase and Order Management).

At present, The ICSI has implemented **Biometric Based Attendance Monitoring System (BBAMS) (OEM Savior, Biometric Attendance Machine Model No. 8403/8602/8603)** at its 11 offices across the India. 3 machines at Headquarters Offices (Delhi & Noida), 3 machines at Regional Offices (Delhi, Chennai and Mumbai), 1 machine at EIRO & CCGRT (Kolkata), 1 machine at CCGRT (Mumbai) and 2 machines at Chapter Offices (Jaipur and Pune). Now, The ICSI intends to implement Biometric Attendance Machine System at rest of the various Offices at various locations (**Annexure - A**) and its consolidation in Oracle ERP. So that employees of each and every Chapter office may mark their attendance through Biometric Attendance Machine System and the attendance data shall be available in centralized platform on real-time basis and Dte. of HR may generate individual and consolidated attendance reports on real-time basis. **“Sealed tenders are invited from reputed bidder for “Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP” with three (3) years Comprehensive Support (AMC) contract as per the details given in Part ‘A’, ‘B’ &**

'C' of the Tender Document. Every page of the Tender document must be signed, stamped and submitted with the Tender by bidder.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft. However, all bidders irrespective of their registration with NSIC/MSME have to submit the requisite fee towards the cost of Tender).

The terms and conditions governing the instant Tender are as under:

B. DEFINITIONS

- (i) "The ICSI" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- (ii) "BBAMS" means Biometric Based Attendance Monitoring System.
- (iii) The "Contract" means Agreement entered in between The ICSI and Vendor for **"Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP"** at The ICSI, through this tender.
- (iv) "Bidder" or "Tenderer" means the bidder/firm/Service Provider that is engaged in the business of **"Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP"** and applies in response to this notice inviting the tender.
- (v) "Vendor" or "Service Provider" means the successful bidder who is engaged by The ICSI for **"Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP"** through this tender process by entering into the contract with The ICSI.
- (vi) "Party" means The ICSI or Vendor individually and "Parties" shall mean The ICSI and Vendor collectively.
- (vii) "Work Order" means the order placed by The ICSI to the vendor signed by the authorized officer of The ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. The work order along with the Letter of Intent, if any, tender documents and the agreement constitutes the contract.

PART 'A'

I. INSTRUCTION TO BIDDERS

The ICSI has implemented **BBAMS (OEM Savior, Biometric Attendance Machine Model No. 8403/8602/8603)** at its 11 offices across the India. 3 machines at Headquarters Offices (Delhi & Noida), 3 machines at Regional Offices (Delhi, Chennai and Mumbai), 1 machine at EIRO & CCGRT (Kolkata), 1 machine at CCGRT (Mumbai) and 2 machines at Chapter Offices (Jaipur and Pune). Now, The ICSI is seeking for the proposals from the reputed bidders in India having expertise in Supplying, Installation & Commissioning of Biometric Machines with requisite software(s) at various locations at The ICSI Offices and providing Comprehensive Support (AMC) for four (4) years at The ICSI.

The Tender Document can be download from **December 06, 2025 to December 11, 2025 (till 03:00 PM)** from the website of The ICSI (www.icsi.edu) for which Bidder would be required to enclose a demand draft of **Rs. 236 /- (Inclusive of 18% GST) (Rupees Two Hundred and Thirty Six Only)** (non-refundable) from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of **Rs. 236 /- (Inclusive of 18% GST) (Rupees Two Hundred and Thirty Six Only)** by using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the Tender Document with the bid. The bidder who fails to submit the cost of the tender document with the bid, their bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender document, the latest version of the Tender Document published by the ICSI through website notification at **The ICSI's website: www.icsi.edu/tenders** shall be treated as authentic and correct.

(1) Earnest Money Deposit (EMD)

- (i) Every bidder has to make a deposit of Earnest Money (EMD) of **Rs. 28,000/- (Rupees Twenty Eight Thousand only)** in the form of Demand Draft from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of the EMD using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system with the bid.
- (ii) Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- (iii) The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or shall be refunded after receipt of Performance Guarantee/Security. In case, the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder/vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within seven (07) days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders shall be refunded without any interest/Bank commission/collection charges within 30 days after awarding the contract/work order to the successful bidder. The balance of the performance security amount can also be submitted through Demand Draft issued from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).

(2) Forfeiture of EMD:

The EMD of the bidders shall be forfeited in the following circumstances:

- i. the bidder withdraws its bid;
 - ii. the selected bidder does not accept or delay in accepting the Purchase / Work Order;
 - iii. the selected bidder fails to supply goods/services as per the terms of the Tender and Purchase/Work Order.
 - iv. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and shall be at the bidder's own risk.
- (3)** The sealed tenders are to be submitted in prescribed format on the bidder's business letterhead duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by The ICSI. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder. The ICSI shall reserve its discretion to decide on authenticity/validity of the over-writing without prejudice to its any other right. **Each page of the Tender Document with all annexures (including blank price bid format) must be signed, stamped and submitted with the Tender by the bidder.**
- (4) Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as "**No.1 – EMD & Tender Fee**"), (ii) Annexure B, C, D & F, along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as "**No. 2 – Technical Bid**"), (iii) Part 'C' (Annexure D) only is to be put in **Envelope No. 3** (Please mark the Envelope as "**No.3 – Financial Bid**"). All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelop i.e. Envelope No. 4.
- (5)** The bidders must mention the price details in the prescribed format of Financial Bid which is to be put in the sealed envelope as instructed at Sr. No. 4 above. The bidders should ensure that price details are not mentioned anywhere, except in the prescribed price bid format. In case, during the evaluation it is found that the bidder has mentioned the price details anywhere, other than the prescribed Financial Bid; the bid submitted by such bidder shall be outrightly rejected.
- (6)** The sealed tender envelope duly superscribed, "**Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP**" due on **December 11, 2025**" must be addressed to **The Secretary**, The ICSI and be sent at the ICSI's address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of The ICSI's Noida office address as mentioned below & should reach on or before **03:00 PM on December 11, 2025**.

Address:

The Secretary

The Institute of Company Secretaries of India

ICSI House, C-36, **(Ground Floor: Tender Box of Dte. of Purchase)**

Sector-62

Noida – 201 309 (UP)

The ICSI shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference/clarification to the Bidder.

- (7) **Technical Bid shall be opened on December 11, 2025 at 3:30 PM** in The Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other date, time or place as notified later in the presence of those bidder(s), who wish to be present. Due to any exigency, ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids shall be informed through the E-mail ID, those who requests for the same and also be notified on The ICSI's website (www.icsi.edu). No separate communication shall be sent in this regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ/ Central Government Offices, or any other exigency, the due date and time for opening of the bids can be changed on the sole discretion of The ICSI, which shall be notified only at The ICSI website (tender page).**
- (8) The GST has rolled out with effect from 01.07.2017. Bidders who have not migrated to and are not registered with GST shall not be eligible to participate in any tender of The ICSI. Any offer received from the bidder without GST registration details shall be summarily rejected.
- (9) The ICSI prefers to deal with OEM. However, if for any reason OEM is not able/allowed to participate in the tender, the bid can be submitted through its authorized channel partners/authorized Resellers. If the bidder is an authorized channel partner/reseller, then it must submit an authorization certificate [Manufacturer's Authorization Form (MAF)] from the OEM along with the Technical Bid for the products & services provided from the principal manufacturer to the bidder for this Tender. The certificate should be valid as on the date of award of contract.
- (10) **Requisite Software licenses for Installation & Commissioning and accessing of Biometric Machine data.** The vendor shall be responsible for providing requisite software license, any other legitimate software/accessories required for Installation & Commissioning and accessing of Biometric Machine data at The ICSI. Software licenses must be provided with original product key/certificate. It must not be copied from any source and/or not a pirated version of any nature.
- (11) The ICSI 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 ICSI may reject the candidature of the bidder without assigning any reason. In such case(s), the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.
- (12) The ICSI may call for any additional documents from the participating bidders during the technical evaluation process to establish their eligibility. The ICSI may also call for further technical clarification on the proposals submitted by the bidders.
- (13) The Bidders have to submit the make and model name of the Biometric Machines and other hardware devices (if any) and software for which they have submitted the bid with comparative of specifications as mentioned on the tender in hard copy as well as in soft copy in a pen-drive / email.
- (14) The ICSI at its discretion may call the bidders to discuss the technical specifications, make and model and the effectiveness of the product proposed to be supplied by them in commensuration with The

ICSI's requirements.

- (15) The ICSI reserves the right to negotiate the rate with the bidder and also may call for revised financial proposal as per modalities as approved by the Competent Authority of The ICSI.
- (16) The ICSI reserves the right to accept the bid in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
- (17) Incomplete bids shall be rejected outrightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of The ICSI without reference to the bidder. Tampering with any format given may be liable for rejection/disqualification of the bids. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected. Decision of The ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.
- (18) Each Bidder acknowledges and accepts that The ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All bidders responding to The ICSI for this tender shall be deemed to have accepted the terms of this Tender Document. Non-acceptance of any of the terms & conditions as stated in the Tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid.
- (19) The rates to be quoted by the bidder shall expressly be inclusive of all charges including statutory taxes, fees, cesses, duties, levies, charges, surcharges and other components, etc. (net to The ICSI). GST component shall have to be mentioned separately as per Financial Bid format. No component of cost / tax shall be paid by The ICSI unless the same is included specifically in the quotations.
- (20) Bids submitted by forming any consortium or joint venture are not allowed. Any such bid received submitted by such bidders shall be rejected outrightly and without any notice to the bidders. A single bidder can submit only one bid; any deviation, e.g. multiple bids by any bidder or bids submitted by forming a cartel shall also be rejected. If at any stage of the bidding process, it is found that bids are submitted by different bidders having common Directors/Promoters, such bids shall be rejected.
- (21) **Sub-Contracts:**

The BIDDER shall notify The ICSI in writing of all sub-contracts awarded under the Agreement. Such notification shall not relieve the BIDDER from any liability or obligation under the Agreement. The BIDDER shall fully indemnify The ICSI for any claims/damages whatsoever arising out of the Sub-contracts.
- (22) The Bidder who was awarded any contract in the past by The ICSI but terminated during the contract period due to unsatisfactory performance shall not be eligible/considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by The ICSI shall not be eligible to participate in this tender.

- (23) The acceptance of TENDER shall rest with The ICSI. The ICSI does not bind itself to accept the lowest bidder and reserves itself the right to reject any or all the bids received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any bid shall not make The ICSI liable for compensation or damages of any kind. The 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 The ICSI shall be final and bear no liability whatsoever consequent upon such decisions.
- (24) The ICSI may at any time during the bidding process before and/or after opening the Technical Bid and/or Financial Bid, request the Bidders to submit revised Technical Bids and/or Financial Bids and/or Supplementary Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.
- (25) At any time, prior to the date of submission of bids, The ICSI may, for any reason, at its own initiative modify Tender document by amendments. The amendments shall be notified on The ICSI's website, i.e. at <https://www.icsi.edu> and these amendments shall be binding on all the Bidders.
- (26) In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, The ICSI, at its discretion, may extend the deadline for the submission of bids suitably.
- (27) The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and shall be at the bidder's own risk.
- (28) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and The ICSI shall be in English.
- (29) In the interest of The ICSI, The ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through Tender/TENDER in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.
- (30) All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of bid / responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by The ICSI to facilitate the evaluation process, and in all such activities related to the bid process, shall be borne entirely and exclusively by the bidder.
- (31) 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 document by issuing an addendum/corrigendum. Any such amendment issued along with the original tender document shall constitute revised Tender. The addendum/corrigendum shall be uploaded on The ICSI website. The bidders are requested to visit the website frequently to check for any amendments.
- (32) Any Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.

- (33) In case of any work for which there is no specification given in the Tender Document but the same is essential for the job / work mentioned in Tender Document, such work shall be carried out in accordance with the directions of The ICSI without any extra cost to The ICSI.
- (34) The ICSI reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason, whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for The ICSI's action. The decision of The ICSI shall be final and binding on all concerned.
- (35) This invitation for tender does not commit The ICSI to award a contract/order. Further, no reimbursable cost may be incurred in anticipation of award of contract/order.
- (36) No binding legal relationship shall exist between any of the Bidders and The ICSI until the issue of the Purchase Order.
- (37) Bidder should have all necessary patents, license rights, authority and other proprietary rights required in respect of any device or method used by it for completing the Purchase/Work Order. Bidder shall indemnify and hold The ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Bidder failing to comply with this obligation.
- (38) In case of non-compliance by the bidder, of any of the terms and conditions as stated in the tender documents/Work Order/Service Level Agreement (SLA) or if the Bidder withdraws or amends, impairs or derogates from the Tender/Service Level Agreement (SLA) in any respect within the period of validity of the Tender/Service Level Agreement (SLA) or Bidder fails to execute the work as per the Tender/Work Order or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit/earnest money deposit and such decision of The ICSI shall be final.
- (39) **Current System Environment at The ICSI:**
 At present, ICSI has implemented **BBAMS (OEM Savior, Biometric Attendance Machine Model No. 8403/8602/8603)** at its 11 offices across India. 3 machines at Headquarters Offices (Delhi & Noida), 3 machines at Regional Offices (Delhi, Chennai and Mumbai), 1 machine at EIRO & CCGRT (Kolkata), 1 machine at CCGRT (Mumbai) and 2 machines at Chapter Offices (Jaipur and Pune).
- Now, the ICSI intends to implement Biometric Attendance Machine based Unified '**Attendance Management System**' for all the staff at rest of the various Offices at different locations across India (Annexure - A), in which all the Biometric machines would be connected through the ILL (Internet Leased Line) network with Central Server placed at ICSI HQ, Noida/Delhi Office and its consolidation in Oracle ERP, So that entire staff of each and every office (HQ/RO/CO/ CCGRT) may mark their attendance through Unified Biometric Attendance Machine System and complete attendance data shall be available in Central Server on real-time basis and HR Department may generate individual and consolidated attendance reports on real-time basis.
- (40) **ELIGIBILITY CRITERIA (Annexure - B)**
 To be eligible for technical evaluation of the proposed solution, the following are the conditions, which are to be necessarily fulfilled by the Bidder:

Bid of Bidders not fulfilling the Eligibility conditions given below and as in the bid are liable to be summarily rejected.

Sl. No.	Criteria	Documents/Information to be provided in the submitted Bid
1.	The bidder shall be a company having their registered office in India and must be incorporated or registered either under relevant Act or any of the following Acts – the Indian Companies Act, 1956 or The Indian Companies Act, 2013. The bidder has to ensure that the Object Clause of its MOA must have mention of the subject services explicitly.	Attach self-attested copy of valid Certificate of Incorporation and MOA & AOA.
2.	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Power of Attorney issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder.	Attach Original Power of Attorney or certified copy of the board Resolution.
3.	The bidder shall be the single point of contact for ICSI and shall be solely responsible for providing all the mentioned services, support, warranties etc. in this Tender.	Attach self-undertaking from Authorized Signatory on the Bidder's Business Letter Head.
4.	The bidder must be in operation in India for a period of atleast 5 years as on last date of bid submission and should have support office operational in the Delhi-NCR.	Attach valid documentary proof against presence of office in Delhi/ NCR: Copy of rent agreement/ telephone bill/electricity bill or similar document.
5.	Average Annual Turnover in immediately preceding three consecutive financial years (i.e 2022-2023, 2023-2024 and 2024-2025) ended as on 31.03.2025 must not be less than Rs. 2 Crore per annum. The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.
6.	The bidder should be a profit making company on an average since the last three financial years (2022-2023, 2023-2024 and 2024-2025).	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.

7.	<p>The bidder shall have minimum 5 years' experience in similar type of project of "Supply, Installation & Commissioning of minimum 10 Biometric Machine at different locations and connected over the ILL (Internet Leased Line) network along with providing requisite software(s) (Biometric Based Attendance Monitoring System) and providing Comprehensive Support (AMC)" at Government/ Semi Government/ Autonomous Organizations/ Public Sector Utilities/ Institutions/ Private Sector in India as main contractor during the last Five financial years.</p> <p>Atleast one project of a Govt / PSU customer.</p> <p>The bidder must have operation in India for last 5 years in providing similar services to Central Govt Ministries / Departments/ Public Sector Undertakings / Universities / Autonomous Institute / Statutory Bodies / Banks / Multinational Companies etc.</p> <p>The reputation / track record of the bidder shall be subject to verification by ICSI.</p>	<p>Provide copy of Work Order/contract order/job order/ completion certificate along with details (name of contact person, email mobile/telephone of the representative of the client) and Self Certificate which should specify nature of work, contract period, contract value, location where services were provided and current status of the project (i.e. Go-Live or completed).</p>
8.	<p>The Authorization letter (MAF) from OEM for the products & services provided from the principal manufacturer to the bidder for this Tender</p>	<p>If the bidder is an authorized channel partner/reseller, then it must submit an authorization certificate [Manufacturer's Authorization Form (MAF)] from the OEM for the products & services provided from the principal manufacturer to the bidder for this Tender.</p> <p>The certificate should be valid as on the date of award of Contract.</p>
9.	<p>Bidder should be ISO 9001: 2000 or higher, ISO 20000-1, ISO 27001, ISO 27017 & ISO 27018 certified and Certification under process shall not be considered.</p>	<p>Attach valid document in support.</p>
10.	<p>BIS (Bureau of Indian Standards) Certificate of the Attendance machine to be supplied by OEM</p>	<p>Attach valid document in support.</p>

11.	The bidder must have successfully completed/executed atleast Three (3) projects of similar nature of "Supply, Installation & Commissioning of Biometric Machine at 10 different locations over the ILL (Internet Leased Line) network along with providing requisite software(s) (Biometric Based Attendance Monitoring System) and providing Comprehensive Support (AMC)" across the India in last five years (preferably in Delhi /NCR), out of which atleast one project of a Govt / PSU customer on MeitY empaneled cloud Data centre.	Work order with order value detailing the scope OR Agreement copy defining the scope & value. AND Certificate from the client for Successful Completion of work (Implementation / GO-Live / Support Completion) with date.
12.	Submission of Tender Fee	Please attach receipt / DD of the tender fee or valid NSIC / MSME certificate/document.
13.	Submission of EMD or valid NSIC / MSME certificate/document.	Please attach copy of EMD receipt/DD or valid NSIC / MSME certificate/document.
14.	PAN	Please attach self-attested photocopy of PAN.
15.	GSTIN Code	Please attach self-attested photocopy of GSTIN Certificate.
16.	Bidder should not have been blacklisted by any Firm/ Organization/ School/ Board/ University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority.	Attach an Undertaking from Authorized Signatory on Rs. 100/- Non-Judicial Stamp Paper duly notarized by the Notary Public.

17.	The Bidder who has refused to continue or sign the agreement in past for any contract awarded by The ICSI, shall not be eligible to participate in this tender. The Bidder who was awarded any contract in the past by The ICSI but terminated during the contract period due to unsatisfactory performance shall not be eligible /considered to participate in this Tender.	Attach declaration from Authorized Signatory on the Bidder's Business Letter Head.
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All above-mentioned documents are required to be submitted along with the Tender. Non-submission of any documents or submission of incomplete, misleading or false information may render the bidder liable for rejection or cancellation of their bid.

Note:

- Bids submitted as consortium / joint venture / partnership / similar arrangement shall be disqualified.
- The ICSI is looking at single partner arrangement, any arrangement for splitting of work shall lead to disqualification / termination as the case may be at any stage.

(41) Other Mandatory information requirements :

The following are the mandatory information requirements that need to be provided by the bidder as part of the bid response:

S. No	Mandatory Requirements	
1.	Bidder profile giving details of infrastructure and technical support group, certifications	
2.	Project implementation, Rollout, handholding & Training plan	
3.	Support & Maintenance plan after Go-Live	
4.	Escalation matrix upto CEO (Chief Executive Officer) level along with Name, Designation, Mobile Number, Email ID	
5.	Escalation Procedure	

(42) Bid Validity :

Price quoted must be valid for atleast 180 days from the date of opening of Technical Bid. However, the prices finalized after opening the tenders shall not increase throughout the period of Contract. The ICSI reserves its discretion to extend the validity of the Tender with the mutual consent of the concerned bidder.

(43) Bid Preparation :

- a. **The page numbers should be marked on each page of the Bid** with flag for each document which are mandatory to fulfil the eligibility criteria along with supplied documents and append an index page showing document name, section, on page number.
- b. The Bids without the seal and signatures of the bidder's authorized signatory in all pages of all documents shall be disqualified.
- c. The complete bid shall be without alteration or erasures, except those accorded with instructions issued by The ICSI or as necessary to correct errors made by the Bidder, in which case, such corrections shall be authenticated by the person or persons authorized to sign the bid.
- d. **Format for Pre-bid Queries:** For any query related to bids, clarification from The ICSI can be sought in the following format (**MS-Excel**):

Name of the Project:

Name of the Bidder:

Sr. Number	Page Number	Section Number	Line From Document	Question

Signature:

Name of the authorised Signatory:

Company seal:

Note:

- All the queries should be sent in this format in **MS-Excel only** to Email ID: sajeevan.p@icsi.edu .
- No other format is acceptable apart from this format.

(44) Proof of Concept (POC) :

After completion of evaluation of bid and issuing the Letter of Intent (LOI) /WO to successful L1 Bidder, vendor has to complete POC (Proof of Concept) of the proposed solution in the Bid and submit the report to the ICSI within 21 working days of accepting of Work Order. If the L1 bidder fails to complete the POC successfully within prescribed timeline, then issued Work Order would be automatically cancelled and The ICSI shall be free to issue the Letter of Intent (LOI) /Work Order to L2 bidder and subsequently so on:

- i. The vendor has to carry out POC of the complete working of proposed Biometric Attendance Machine System starting from punching of attendance by the employees at minimum 4 offices (HQ/RO/CO) at different locations and pushing and synchronizing the Attendance punch data in the central Server at HQ (Delhi/Noida) automatically, uploading of data in ERP and displaying the attendance data to employee concerned in ERP thereby, demonstrating the cycle of the system. This activity is to be completed using the proposed machine which should be connected and worked properly through ILL (Internet Leased Line) network.
- ii. Once the POC performed by the successful bidder, the same shall be informed by bidder to The ICSI for Testing. Once it shall be tested and approved by The ICSI then only the actual implementation of the project would be started by the vendor.
- iii. Required software and hardware for conducting the POC would be arranged by the vendor. If any

software or hardware would be available with The ICSI, then it may be provided to the Vendor for POC but the whole sole responsibility of arranging required software/hardware and completing the POC would be of the vendor.

iv. No cost would be paid by The ICSI to the vendor for conducting the POC.

(45) Acquaintance with Existing Biometric Attendance Machine System :

The BIDDERS are advised to study The ICSI's existing Biometric Attendance Machine System and ERP software applications used for maintaining attendance data at the offices of The ICSI before submission of their bid.

Each BIDDER is expected to get fully acquainted with the existing process / applications and related factors, which would have any effect on the performance of the contract and /or the cost.

The BIDDER is expected to know all the conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent/Award as described in the bidding documents.

II. SCOPE OF WORK

At present, ICSI has implemented **BBAMS (OEM Savior, Biometric Attendance Machine Model No. 8403/8602/8603)** at its 11 offices across the India. 3 machines at Headquarters Offices (Delhi & Noida), 3 machines at Regional Offices (Delhi, Chennai and Mumbai), 1 machine at EIRO & CCGRT (Kolkata), 1 machine at CCGRT (Mumbai) and 2 machines at Chapter Offices (Jaipur and Pune).

Now, The ICSI intends to implement Biometric Attendance Machine based **Unified 'Attendance Management System'** for all the staff at rest of the various Offices at different locations across India (Annexure - A), in which all the Biometric machines would be connected through the ILL (Internet Leased Line) network with Central Server placed at ICSI HQ, Noida/Delhi Office and its consolidation in Oracle ERP, So that entire staff of each and every office (HQ/RO/CO/ CCGRTs) may mark their attendance through Unified Biometric Attendance Machine System and complete attendance data shall be available in Central Server on real-time basis and HR Department may generate individual and consolidated attendance reports on real-time basis.

All the Biometric Attendance Machine System shall be used for monitoring the entry and exit time records of each and every staff. The time attendance report shall be generated at Central Server situated at The ICSI HQ, NOIDA/DELHI Office and shall be monitored by various officials on Web enabled software on real-time basis.

The following scope of work requires for setting up of Unified Biometric Attendance Machine System at various ICSI Offices at different locations along with "Attendance management system" software at Central Server and its consolidation in Oracle ERP:

1. Supply, Installation, Commissioning Testing & system integration:

1. To design, develop/configure and implement the Unified solution of web-based Biometric Attendance Monitoring System at The ICSI.

2. Supply, Installation & Commissioning of Biometric Based attendance Machine with requisite software(s) & accessories at various ICSI Offices on different locations across the India (Annexure - A) .
3. The successful Bidder shall be responsible for end-to-end implementation of the Biometric Based Attendance Machines & its connectivity over the ILL (Internet Leased Line) network with Central Server located at The ICSI HQ, Noida or Delhi Office. The Internet services shall be provided by The ICSI at all the offices of The ICSI at different locations.
4. All the Biometric Attendance machines to be installed at various locations and existing machines should be well connected over the ILL (Internet Leased Line) network with central server located at The ICSI HQ, NOIDA/ DELHI Office.
5. Implementation of Complete and Unified web-based Biometric Attendance Monitoring System (BBAMS) for all The ICSI Offices on different locations across the India.
6. The successful Bidder shall provide a full-fledged 'Attendance management System' software application with different types of data entry forms (Muster Creation, Transfer Location etc.) and reports, which required for the Attendance/Time management of all the staff at all The ICSI Offices on different locations across the India where Biometric Machines with Finger Print & Smart card sensors has to be implemented.
7. **Vendor shall be responsible to upgrade software/firmware's and hardware of all the existing 10 Biometric Attendance Machines and connect these upgraded Biometric Attendance Machines with Central Server over the ILL (Internet Leased Line) network and ensure Unified integrated Biometric Attendance Management System at all the offices (80+) of The ICSI across the India. Version of the Firmware/Software of all the installed/upgraded Biometric Attendance Machines must be same at all the offices of The ICSI.**
8. Bidder shall be responsible for Designing, Printing and Activation of Chip Based Smart Cards for The ICSI staff, if required, and its supply to ICSI HQ Noida / Delhi Office.
9. The ICSI reserves the right to increase/decrease the number of Biometric Attendance Machine to be purchased at any point / requirement and shall pay to the vendor as per the unit price quoted for the Biometric Attendance Machine in Financial Bid.
10. Supplied Biometric Attendance Machines and 'Attendance Management System' software should meet all the specification mentioned at Annexure – C & D and must give integrated performance in their functionality.
11. Each supplied Biometric Attendance Machines at various ICSI offices on different locations should have the capacity of creation of muster of upto 100 staff at each office (Location).
12. The responsibility of the registration (muster creation) of all the staff of The ICSI (finger prints /user details etc.) shall be of the vendor.
13. Employee Muster must be created in Biometric Attendance machines irrespective of its location and muster data should be available at Central Server at The ICSI HQ Delhi/Noida. In case of transfer of

any employee from one office (location) to another then change of office must be controlled centrally by Dte. of HR through "Attendance management system" at The ICSI HQ (Noida / Delhi). One employee may have assigned one or more unit (Office) to mark attendance at assigned office/location through implemented Biometric Attendance Machine.

14. Consolidation (System Integration) of Biometric attendance data in Oracle ERP (HRMS & Self-Service Module):

- Raw punches data (Biometric attendance data) of all the installed/upgraded Biometric Attendance Machines must be pushed and synchronized in the central Server at HQ (Delhi/Noida) automatically on Realtime basis.
- Attendance punches data (Biometric attendance data) is required to be fetched in Oracle ERP.
- The bidder shall provide a functionality in the Central Server (Attendance Management System) at HQ (Delhi/Noida) to fetch the Raw punches data (Biometric attendance data) of all the offices (units, date, employee wise data) in a required format to be pushed on Oracle ERP server (Database Oracle 19C) at HQ Noida on real-time basis automatically for the consolidation of Biometric attendance data in the HRMS Module of Oracle ERP. Required format to fetch the attendance punch data from the data base at Central Server of Attendance Management System shall be provided by The ICSI.
- Provide utility (report) to upload Biometric attendance data of all the offices (units, date, employee wise data) in a required format in Oracle ERP server at HQ Noida through excel (Web Adi) manually.

15. Additional Software & Hardware

In case, any additional software (Operating System, CALs, Database, Spreadsheets, Documents Software, etc.) and hardware (Desktop computer, server etc) / Chip Based Smart Cards are required to be provided by The ICSI to vendor for the implementation of Biometric Based Attendance Machine system at The ICSI, then Bidder has to mention the list of required software & hardware's in the Technical Bid in below mentioned format as well as mention the list of these software & hardware with price in the **Financial Bid (Bill of Quantity)**. Availability of those required software or hardware shall be checked by The ICSI and confirmed to the vendor in coordination with the Directorate of Information Technology of The ICSI. If the required software or hardware would not be available with The ICSI then the same has to be provided by vendor to The ICSI and payment would be made to vendor as per price mentioned in Financial Bid.

Additional Software/hardware Requirement:

S No	Requirement Type (Software / Hardware / any other)	Software / Hardware Type	Description in detail (Name, Version etc)
1	Software	Operating System	
		Database	
2	Hardware		

16. Vendor shall be responsible for fulfilling the compliances of all the supplied software Licenses. The ICSI shall not be responsible or liable under any circumstances for any issue that may arise due to vendor's non-compliance / violation of licenses terms / agreement of any software licenses with OEM.
17. The successful Bidder must not bid/supply any equipment (Attendance Machine / Software /Hardware, etc) that is likely to be declared end of support within the contract period of 5 years.
18. If the successful bidder is an authorized channel partner/reseller of OEM then the bidder shall submit an undertaking (clearly mentioning the bid number, date) from OEM for providing OEM support during entire contract period for all the products & services provided from the principal manufacturer to the Bidder for this Tender.
19. **Required Reports in Attendance management system:**
Some of the following reports are required in Attendance Management System:
 - Individual / Location / Office Wise (Daily / Monthly / Date Range) wise staff attendance report
 - Muster (Daily / Monthly / Date Range and Location / Office Wise / Employee Wise) Report and present muster report to view muster of employee's attendance
 - Employees In - Out (Daily / Monthly / Date Range and Location /Office Wise / Employee Wise) report which shall be helpful to determine the number of employees available in The ICSI on a particular Date and Time.

During the contract period, if any new report is required by The ICSI which is not available in the provided Attendance management system then vendor has to provide the required report to The ICSI without any additional cost, **as and when required**.

20. **Mode of working**

- a. All Biometric Attendance Machine System should be able to work in network mode through ILL. In network mode, the device should be online with the Server on real-time basis. It should be possible to remotely manage the device and add, delete modify and synchronize changes from the central PC/Server with the Biometric Attendance Machine Device and vice-versa.
- b. **Exporting Templates:** All devices should have ability to upload/export fingerprint template to specified attendance Terminals connected over the ILL (Internet Leased Line) network and self-Programmable facility to update User templates details to Selected Terminals, Templates for two fingers for each user should be possible to upload.
- c. **Fingerprint Auto Sensor:** The device should have ability to sense fingerprint automatically without pressing any button for providing convenience to employee for faster authentication
- d. **Authentication Type:** The system should support various authentication medium to configure by different security methods such as finger prints, Smart cards and / or their combinations.
- e. **Number of concurrent Admins/ Users required to manage the records in Attendance Management System at ICSI: 5 (Five)**

21. Data Backup:

- Complete (Application & Database) rights must be shared with The ICSI at time of implementation of project.
- Complete Biometric Attendance data must be available in the central server during the entire contract period.
- All the supplied Biometric Attendance Machine should have the capacity of keeping data backup for atleast 2 months.
- Any data should not be deleted without the permission of The ICSI.
- It must be noted that for all data which is entered in to the proposed BBAMS, the ownership rights shall stay with The ICSI.

22. Time Management Monitoring Software Features:

- The solution should be designed to work for multiple Biometric Attendance Machines readers/sensors connected over the ILL (Internet Leased Line) network and should be web based.
- All reports should be available for viewing by Dte. of HR through the web.
- All enrolments should be with fingerprints, Smart Cards and / or their combination, depending upon the mode of selection.
- Employee registration should be through Muster creation in Biometric Attendance Machine System and allotment of Smart card.
- Any number of Offices/Location should be possible to be created.
- Reports should be available online with location / machine wise, staff category-wise (regular, contractual) and also individual records in periodic detailed and summary formats.
- The system should be a Complete ONLINE system with immediate automatic updates.
- Transaction from each device should be available with, date, time, employee code, machine number, location, etc.
- Printing of employee code-wise details & reports should be possible.

At a glance, summary reports such as IN/OUT summary for whole month or period of each employee should be available.

23. Training & User Manuals :

- I. The Vendor shall be responsible to provide onsite training to the staff of The ICSI to manage the BBAMS and handling of supplied equipment and software, as and when required.
- II. Provide user manuals to the staff of The ICSI on handling of the supplied solution of BBAMS.

24. Warranty and Comprehensive Support (AMC):

- I. Minimum One (1) year onsite comprehensive warranty of devices with response time of 4 hours call attending support after lodging the complaint has to be provided, after successful implementation of the project of "Supply, Installation & Commissioning of Biometric Machine at various locations across the India connected over the ILL (Internet Leased Line) network along with requisite software(s) (Biometric Based Attendance Monitoring System)" and its acceptance by The ICSI. No Cost shall be paid during the warranty period.

- II. After Successful completion of warranty period, the Vendor shall start to provide comprehensive support for a period of **Four (4) years** which may be extended upto a maximum period of **03 years** with mutual agreed terms. During Comprehensive Support (AMC), charges shall be paid as per the Comprehensive Support (AMC) cost quoted by the vendor in the Financial Bid.
- III. During entire contract period including warranty and Comprehensive Support (AMC) period, vendor shall be responsible for following **(as & when required)**:
 - Comprehensive support from Service provider / OEM for the resolution of day-to-day operational issues / all types of complaints & requests.
 - Shifting of Biometric Machines from one location to another without any additional cost.
 - Restoration/installation of Biometric Machines without any additional cost. Drilling work for restoration/installation of biometric machines must be done under the supervision of the vendor.
 - Onsite Software/firmware's updates & upgradations without any additional cost.
 - Onsite Hardware upgradations and replacement without any additional cost.
 - The VENDOR is required to upgrade, replace, maintain & repair any equipment (Biometric Attendance Machine, Hardware etc) under this project getting damaged or becoming non-functional, **without any additional cost**.
 - Onsite Periodic preventive maintenance/Physical Verification of implemented Biometric Attendance Machines and 'Attendance Management System', once in six months or as when required by The ICSI.
 - Day-to-day support may be provided using Remote Desktop Software, in case, issue does not resolve through remote support or during exigencies / Require onsite support, the vendor has to provide onsite support for handling the issue, **without any additional cost**.
 - The provided system/laptop to the engineers/support team for Remote Desktop support, must adhere the Information Technology Policy of The ICSI. Valid Operating System & Antivirus must be installed in the laptop/desktop of the resource of vendor support
 - **Response Time:**
 - I. One (1) year on site comprehensive warranty of devices with response time of 4 hours call attending support after lodging the complaint has to be provided.
 - II. During comprehensive Support (AMC) Response time for attending users complaints would be maximum upto 4 hours after lodging the complaint.
 - III. In case of error occurred in Attendance Machine, it must be resolved within 1 to 5 working days. In case of unresolving the issue, a penalty of Rs. 100/- per day also would be levied. In case of delay due to natural climate, it has to be exempted on confirmation by vendor.

25. Deliverables

- Biometric based Attendance Machines
- Chip Based Smart Cards for The ICSI staff, if required
- Unified Biometric based Attendance Management Software System with supporting software, hardware, accessories, etc.
- Original Software licenses certificates & agreement documents (if any supplied)
- Technical & Functional documents
- User Manual

26. Delivery Site

- Onsite delivery of the Biometric based Attendance Machines with other requisite's Software/ hardware at various ICSI offices on different locations across the India (Annexure - A)
- Delivery of the requisite's Software/ hardware for implementation of Biometric based Attendance Machine System and Central Server for Attendance management shall be at The ICSI HQ, NOIDA Office or Delhi Office at following address :

ICSI Noida	ICSI Delhi
ICSI House, C-36, Sector – 62, NOIDA, UP – 201 309.	ICSI House 22, Institutional Area Lodi Road, New Delhi – 110 003.

27. Penalty

- The Successful Bidder shall ensure that the implementation of this project is in accordance with the Specifications mentioned in Tender Document and Annexure – C & D. In case of any deviation found in specification, The ICSI reserves the right to either cancel the Contract and/or recover Penalty /Liquidated Damage charges as per Penalty clauses mentioned in the Tender Document and SLA (Service Level Agreement).
- The Successful Bidder shall ensure that the implementation of this project is in accordance with the time schedules / timelines specified in the Tender Document. In case of any deviation from the schedule, The ICSI reserves the right to either cancel the Contract and/or recover Penalty /Liquidated Damage charges as per Penalty clauses mentioned in the Tender document and SLA (Service Level Agreement).
- During the entire contract period, if any hardware and/or software issue occurred in the web-based Biometric Based Attendance Monitoring System (BBAMS) and services are down, the selected bidder must ensure the restoration of the service within minimum time period to avoid any penalty given under Tender Document and SLA (Service Level Agreement).

III. TIMELINES

Project has following 3 phases and phase-wise Timelines are mentioned below:

Phase	Timelines
Successful project implementation as per the scope of work of the tender	90 days
Warranty period after Successful project implementation and its acceptance by The ICSI	1 year
Comprehensive Support (AMC) after Successful completion of Warranty period	4 years

- The total **timelines** for successful implementation of this project of “Supply, Installation & Commissioning of Biometric Machine at various locations across the India using ILL (Internet Leased Line) network along with requisite software(s) (Biometric Based Attendance Monitoring System)”, and ensure Unified integrated Biometric Attendance Management System at all the offices (80+) of The ICSI across the India as desired in the **Scope of work shall be maximum upto 90 days from the date of acceptance of the Contract.**

- **Project Acceptance Criteria:** The project shall be treated as implemented in all respects once the following activities are completed:
 - I. Biometric Attendance Machines are installed and operational at all The ICSI Offices at various locations.
 - II. Firmware / Hardware of existing 10 Biometric Attendance Machines are upgraded.
 - III. Implementation of **Unified Integrated Attendance Management Software System** at central server at The ICSI HQ Noida/Delhi.
 - IV. All the attendance machines are connected through Central Server at The ICSI HQ Noida/Delhi and worked properly through ILL (Internet Leased Line) network.
 - V. Punching of attendance by employees at all The ICSI offices at various locations smoothly and pushing and synchronizing the ATTENDANCE PUNCH DATA in the Central Server at HQ (Delhi/Noida) automatically on Real-time basis in the initial one (1) week.
 - VI. Uploading of data in ERP and displaying the attendance data to employee concerned in the ERP.
 - VII. Dte. of HR of The ICSI be able to generate all kind of reports for that period from the implemented **Attendance Management System for all the offices (80+) of The ICSI, as required.**
- **Warranty Period:** Minimum One (1) year on site comprehensive warranty of devices with response time of 4 hours call attending support after lodging the complaint has to be provided, after successful implementation of the project of "Supply, Installation & Commissioning of Biometric Machine at various locations across the India using ILL (Internet Leased Line) network along with requisite software(s) (Biometric Based Attendance Monitoring System)" and its acceptance by The ICSI.
- **Comprehensive Support (AMC):** The contract period of providing Comprehensive Support (AMC) is 04 years from the date of Successful completion of warranty period.
- **Extension of Comprehensive Support (AMC) Contract:** The said Contract may be extended for a further period of maximum of Three (3) Years on mutually agreed terms and conditions between The ICSI and the vendor in writing.

The Vendor shall ensure that the delivery of the services is in accordance with the time schedules / timelines specified above. In case of any deviation from the schedule, The ICSI reserves the right to either cancel the Contract and/or recover Penalty /Liquidated Damage charges.

The Vendor, if faced with problems in timely delivery of services and/or products/equipment which are provided outside their company and beyond their control at any time during the Contract, shall immediately inform The ICSI in writing within 3 days, about the causes of the delay and tentative duration of such delay etc.

The ICSI, on receipt of such notice, shall analyse the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

Any delay by the Vendor in the delivery of services and/or Products/equipment or breach of the contract shall make the Vendor liable to any or all of the following:

- Forfeiture of Performance Bank Guarantee / Performance Security Deposit
- Imposition of Liquidated Damage charges
- Termination of the Contract for default.
- Black List / debarring the Vendor

IV. TERMS AND CONDITIONS

- (1) The technical specifications of **"Biometric Based Attendance Monitoring System"** are mentioned in Annexure – C & D. Necessary document in support of the technical information should be attached with the Technical Bid.
- (2) The bidder may visit The ICSI in order to understand the requirement before the last date of submission of tender on all working days from 11.00 AM to 1.00 PM.
- (3) **Cyber Security :**
Bidder should comply with the stipulations mandated with respect to secure communication between Biometric Attendance Machines and Attendance Management Software System Hosted at Central Server/ computer systems in The ICSI. Only authorized official shall have access to the application as per authorization. All access to systems is logged, timestamp and user identity information. Audit logs are retained for a period of minimum 2 months. Remote system administration is only done by secure protocols.
- (4) **IT Security Audit :**
The ICSI may also carry out Information security audit of the provided Attendance Management Software System by a third party CERTIN, Empaneled Auditor, then Vendor has to provide all the required access of the Software Application & Server and support to the appointed auditor by The ICSI during IT Security Audit. Bidder shall be required to close all vulnerabilities, observations & recommendations of such an audit at no additional cost to The ICSI.
- (5) **Bid Evaluation:**
 - I. **Technical-Bids Evaluation**
The Committee constituted by The ICSI, shall do the Technical Evaluation of the tenders submitted by the bidding agencies.

The Bidder should fulfill the eligibility criteria for bidding as mentioned in the tender document (Annexure - B). The Bidder who does not qualify these criteria may not be evaluated further and rejected at this point itself.

Evaluation of work experience in the relevant fields shall be done through the information / documentary proofs such as client's certificate provided by the bidder as a part of the Technical Bids.

II. Financial-Bids Evaluation

The Financial-Bids evaluation is done only for those bids which are responsive and technically qualified. After Financial Bid evaluation, ranking of the tenderers shall be done according to the price quoted as per criteria laid down in this Tender Document and order shall be placed to the L1 bidder.

Any bidder who puts any condition in the Financial Bid shall be disqualified from the bidding process without any further reference/clarification to the bidder. The Financial Bid submitted in unsealed cover along with Technical Bid in violation of bid submission process shall also attract disqualification of the bidder from the bidding process. Indication of price anywhere in the Technical Bid also shall disqualify the bidder. In both the cases the EMD amount shall be forfeited.

The bidders are required to quote their rates in the Financial Bid proforma only (Annexure - E) given in

the Tender Document; failing which their offer shall not be considered by The ICSI.

Lowest Bidder shall be arrived on the basis of total amount quoted including all taxes (One time implementation Cost (Inclusive all) + 4 years Comprehensive Support (AMC) Cost + Bill of Quantity Cost (Optional)) in the Financial Bid.

(6) Payment Terms :

Payment shall be released on the basis of the following points:

Sl. No.	Milestone	% of Payment to be released
1	Payment after Award of Purchase/work Order and successful completion of POC (Proof of Concept) of the project and its acceptance by The ICSI as per Tender document	50% of One-time implementation Cost (Inclusive all) as quoted in the Financial Bid
2	Successful completion and Go-Live of the project and its acceptance by The ICSI	Rest 50% of One-time implementation Cost (Inclusive all) as quoted in the Financial Bid
3	Payment during Warranty period of 1 year	NIL
4	Payment during Comprehensive Support (AMC) for 4 years	50% of annual Comprehensive Support Cost (as quoted in the Financial Bid) on half-yearly basis till the end date of the contract period

- **Payment for Additional Software/Hardware Requirement:**

In case, any additional software (Operating System, CALs, Database, Spreadsheets, Documents Software etc) and hardware (Desktop computer, server etc) / Chip Based Smart Cards are required to be provided by The ICSI to the vendor for the implementation of Biometric Based Attendance Machine system at The ICSI, then bidder has to mention the list of required software & hardware's Technical Bid in the required format as well as mention the list of these list of software & hardware with price in the Financial Bid (Bill of Quantity). Availability of those required software or hardware shall once be checked by The ICSI and confirmed to the vendor in coordination with the Directorate of Information Technology of The ICSI. If the required software or hardware would not be available with The ICSI, then the same has to be provided by vendor to The ICSI and payment would be made to vendor as per price mentioned in Financial Bid.

- Prices quoted in the bid shall expressly be inclusive of all statutory taxes, fees, cess, duties, levies, charges and any other statutory components (net to The ICSI). It should clearly indicate the base price plus all additional duty & taxes. Prices quoted in the bid shall be valid for the entire contract period.
- Payments shall be subject to deductions of any amount for which the vendor is liable under the agreement against this contract. Further, all the payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the prevailing Income Tax Act and any other taxes as on the date of invoice submission and/or payment date.
- The vendor's request for payment shall be made to The ICSI in writing, accompanied by appropriate tax invoices including all supporting documents describing, as appropriate, delivered and accepted

by The ICSI.

- If any excess payment has been made by The ICSI due to difference in contracted price and vendor's invoice, The ICSI may without prejudice to its rights recover such amounts by other means after notifying the vendor or deduct such excess payment from any payment subsequently falling due to The ICSI.
- During warranty period no cost shall be paid to the vendor. Vendor has to provide unconditional comprehensive Support during the warranty period and resolve all the issues to the satisfaction of The ICSI.
- Comprehensive Support (AMC) charges shall be started to pay after completion of Warranty Period of one (1) year. **The rates of Comprehensive Support (AMC) shall remain same throughout the contract period. During the contract period, no price escalation whatsoever shall be allowed.**
- During Comprehensive Support, 50% of the annual Comprehensive Support Cost (as quoted in the Financial Bid) Charges shall be paid on half-yearly basis from the starting date of the Support period on submission of appropriate and final Tax Invoice and the rates quoted shall remain valid till the expiry of this contract. All Payment are subject to deduction of applicable TDS.
- Whenever under the Work Order/Service Level Agreement (SLA), any sum of money is recoverable from and payable by the vendor, 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 vendor. 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 vendor or which at any time, thereafter, may become due to the vendor under the Contract. If this sum is not sufficient to cover the full amount recoverable, the vendor shall pay The ICSI on demand the remaining balance.
- The ICSI reserves the right to increase/decrease the number of Biometric Attendance Machine to be purchased at any point / requirement and shall pay to the vendor as per the unit price quoted for the Biometric Attendance Machine in Financial Bid.
- **Payment pre-requisites:**
 - I. No payment shall be made without the receipt of invoice(s). Invoices have to be submitted with supporting documents after successful services.
 - II. The payments shall be made to the Vendor in Indian Rupees (INR) only. Payment shall be made in 30 days from the production of final Invoice subject to verification/acceptance by the concerned department.
 - III. In case of disputes regarding services/deliverables, the disputed amount shall be withheld and shall be paid only after settlement of the disputes.
 - IV. Any penalties/liquidated damages, as applicable for delay and non-performance, as mentioned in this bidding document, shall be deducted from the payments for the respected milestones.

V. GENERAL TERMS AND CONDITIONS:

- (1) The bidders are required to quote rates in Indian Rupees in Financial Bid (Annexure - E). The rate should be quoted both in words and figures. In case of the any disputes/ambiguity in the rates quoted in words/figures, the higher value quoted either of the two shall be considered for evaluation of the bid. The bidder should clearly mention for any taxes etc., if required. Otherwise the rates quoted by the bidder shall be considered inclusive of all taxes.
- (2) The Bidder shall have to quote for all the heads mentioned in the Financial Bid (Annexure - E); failing which their offer shall not be considered.
- (3) Bidder should clearly specify that they agree to abide by the terms & conditions of this tender document on their printed letter head indicating therein Sales Tax Registration, FAX, Email, Telephone Numbers, etc.
- (4) All pages of the tender document are to be signed and stamped by the tendering bidder.
- (5) Tenders which do not fulfill any or all of the above conditions or incomplete, are liable for rejection.
- (6) Conditional Tender quotations shall not be accepted. Bid once submitted shall not be allowed for withdrawal.
- (7) The tender, which is received by Fax/E-mail and open condition shall not be considered.
- (8) The Secretary, The ICSI reserves the right to terminate the contract within one-month prior notice at any time on finding the service unsatisfactory or on breach of contract.
- (9) **No commitment to accept lowest or any tender:**
The ICSI shall be under no obligation to accept the lowest or any other tender received in response to this tender enquiry and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- (10) **The ICSI's right to accept any offer and to reject any or all offers:**
The ICSI reserves the right to accept or reject any tender or reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the ICSI's action.
- (11) The tenderer should quote the rates of each item in figures as well as in words. In case of the any disputes/ambiguity in the rates quoted in words/figures, the higher value quoted either of the two shall be considered for evaluation of the bid.
- (12) Tenders received after the specified time and date of opening shall be treated as "Late" while tenders received after the last date specified for receipt of tender but before the date of opening of the tender are treated as "Delayed". Such tender shall not be opened at all and unopened tenders shall be returned to the bidders.

VI. TERMS AND CONDITIONS OF THE CONTRACT:

(1) Proof of Concept (POC):

After completion of evaluation of bid and issuing the Letter of Intent (LOI) /WO to successful L1 Bidder, vendor has to complete POC (Proof of Concept) of the proposed solution in the Bid and submit the report to the ICSI within 21 working days of accepting of Work Order. If the L1 bidder fails to complete the POC

successfully within prescribed timeline, then issued Work Order would be automatically cancelled and The ICSI shall be free to issue the Letter of Intent (LOI) /WO to L2 bidder and subsequently so on:

- I. The vendor has to carry out POC of the complete working of proposed Biometric Attendance Machine System starting from punching of attendance by the employees at minimum 4 offices (HQ/RO/CO) at different locations and pushing and synchronizing the Attendance punch data in the central Server at HQ (Delhi/Noida) automatically, uploading of data in ERP and displaying the attendance data to employee concerned in ERP thereby, demonstrating the cycle of the system. This activity is to be completed using the proposed machine which should be connected and worked properly through ILL (Internet Leased Line) network.
 - II. Once the POC performed by the successful bidder, the same shall be informed by bidder to The ICSI for Testing. Once it shall be Tested and approved by The ICSI then only the actual implementation of the project would be started by the vendor.
 - III. Required software and hardware for conducting the POC would be arranged by the vendor. If any software or hardware would be available with The ICSI, then it may be provided to the Vendor for POC but the whole sole responsibility of arranging required software/hardware and completing the POC would be of the vendor.
 - IV. No cost would be paid by The ICSI to the vendor for conducting the POC.
- (2) Prices quoted in the bid shall expressly be inclusive of all statutory taxes, fees, cess, duties, levies, charges and any other statutory components (net to The ICSI). It should clearly indicate the base price plus all additional duty & taxes. Prices quoted in the bid shall be valid for the entire contract period.
 - (3) Payment of any kind whatsoever shall not be made to the vendor except the one mentioned in the related Work Order/Tender.
 - (4) Escalation Matrix upto Three (3) levels should be provided.
 - (5) Though The ICSI prefers to deal with manufacturers/principal manufacturers directly, it may also consider the offers received through its authorized channel partners, provided the principal authorizes the said channel partner in this regard. **The authorization letter from the Principal Manufacturer is to be submitted with the Technical Bid.**
 - (6) The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of The ICSI.
 - (7) **Copyright, Intellectual Property Rights and other incidental rights:**

Copyright and any other intellectual property right shall vest with The ICSI only. Data rights are also vested with The ICSI. The vendor shall maintain the confidentiality of the same and in the event of any violation either by sharing or by transmitting or by any means including theft either in full or in part of the content / data then the vendor is liable for civil and criminal actions and liable to pay damages as

determined by The ICSI. The vendor shall not edit, copy, reproduce, re-print, assign, transfer to any third party, and / or use the material for itself or for any purpose, from the date of execution of the contract and after the completion of the contract. The ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how which the vendor may come across through this Contract. The vendor shall recognize The ICSI's intellectual property rights for all purposes. Nothing in this Contract shall confer on vendor any right or title in the intellectual property of The ICSI.

(8) Security Deposit/performance guarantee:

a. The successful bidder has to submit the security deposit/performance guarantee in form of an Account payee Demand Draft / Banker's Cheque drawn on any bank or a Bank Guarantee from any Nationalized bank (format enclosed as **Annexure - G**) to cover any loss or damage caused to or suffered by The ICSI due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfilment of terms and conditions of the contract and conditions contained in the contract. The value of the Security Deposit/Bank Guarantee has to be of the equivalent amount of 10% of the annual contract price. The Bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus Three (3) months i.e. 90 days beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder shall be refunded after submission of the performance Guarantee/Security Deposit.

b. The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.

(9) The vendor shall not have any direct interaction on behalf of The ICSI with any third-party bidder engaged by The ICSI.

(10) All communications to the employees or third-party agencies engaged by The ICSI would be through designated channels as directed by The ICSI.

(11) Payment of Taxes:

The vendor 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 Vendor. The ICSI may withhold from payments due to the Vendor any amounts required with respect to the afore-mentioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider.

(12) Penalties on Service Delivery :

(a) Without prejudice to its right to terminate and other rights The ICSI shall levy Penalty at the following rates :

- (i) ½ per cent of total value of contract, for each day of delay in successful implementation of the project within 7 days after the due date;
- (ii) 1 per cent of total value of contract, for each day of delay, in case of successful

implementation of the project beyond 7 days but upto 14 days after the due date;
(iii) 2 per cent of total value of contract, for each week of delay, in case of successful implementation of the project beyond 14 days subject to a maximum of 10% of total contract price.

- (b) In case of delay beyond Fifteen (15) days from the stipulated period, The ICSI may at its discretion cancel the order and arrange to procure the same from the next bidder on the panel/open market at the sole risk, cost and responsibility of the bidder.
- (c) In case of failure to supply the goods / services of the ordered quantity / specifications / quality / complete implementation of the project in the time lines and at the agreed rates, The ICSI shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the Vendor. Further, if the supplied items / services are not in accordance with the ordered items / services, then The ICSI reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to The ICSI on this account shall be adjusted from the EMD / Performance Security.
- (d) One (1) year on site comprehensive warranty of devices with response time of 4 hours call attending support after lodging the complaint has to be provided.
- (e) During comprehensive Support (AMC) Response time for attending users complaints would be maximum upto 4 hours after lodging the complaint.
- (f) In case of error occurred in Attendance Machine, it must be resolved within 1 to 5 working days. In case of unresolving the issue, a penalty of Rs. 100/- per day also would be levied. In case of delay due to natural climate, it has to be exempted on confirmation by vendor.

In case, any work for which there is no specification in the tender but required to be carried out for successful implementation, commissioning, and delivery of the contracted work to its entirety, as per scope of work mentioned in the Tender/ Work Order, such work shall be carried out by the vendor in accordance with the directions of The ICSI without any extra cost to The ICSI.

In case of any damage or loss caused to The ICSI due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the bidder(s)/ vendor or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to The ICSI and to pay damages. The ICSI shall have the right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by The ICSI. The decision of The ICSI in this respect shall be final & binding.

The vendor shall be liable for accident, injury, losses due to any accident or negligence of their staff/workers and shall also be liable to incur all the expenses in consequence thereof and The ICSI is in no way responsible for any damages arising out of this Tender/Contract.

(13) Dispute Resolution:

Any dispute, difference, controversy or claim ("Dispute") arising between the Vendor and The ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection

with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.

(14) Arbitration:

If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between The ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration shall be shared equally by the parties.

- i. The place of the arbitration shall be at, New Delhi.
- ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- iii. The proceedings of arbitration shall be in English language.
- iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.
- v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

(15) Jurisdiction:

In respect of any dispute arising between The ICSI and the vendor in any matter covered / touched this Tender / Contract or arising directly or indirectly there from or connected or concerned with the said Contract, the courts at Delhi shall only have the jurisdiction.

(16) Right to Blacklist:

The ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder.

- fails to honour his/her bid without sufficient grounds or found guilty for breach of condition/s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).
- Giving false, misleading or fake information / document in the bid;
- Withdrawing the bid after opening of the Financial Bids;
- Refusal to accept Purchase / Work Order at the quoted prices;
- Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.

(17) Confidentiality:

- i. The bidder(s)/ vendor shall not use or disclose any Confidential Information of The ICSI except as specifically contemplated herein. For purposes of this Tender / Contract "Confidential Information" means information that: (a) 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 (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
- ii. The successful bidder acknowledges that all material and information which has and shall come into its possession or knowledge in connection with this Contract or the performance thereof,

whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to The ICSI shall all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this Contract and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this Contract are fully satisfied. In the event of any loss to The ICSI in divulging the information by the employees of the successful bidder, The ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of The ICSI's information after the termination of the Contract also. The successful bidder shall treat as confidential all data and information about The ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and shall not reveal such information to any other party.

(18) Sub-Contracting:

The successful bidder shall not assign or transfer and sub-contract its interest/ obligations under this contract to any other concern / individual without the prior written consent of The ICSI.

(19) Statutory Compliance:

The successful bidder shall be required to comply with all statutory obligations from time-to-time applicable to this contract.

(20) Compensation:

In case of any damage or loss caused to The ICSI due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct or deficiency of Service Provider or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The ICSI shall have the right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by The ICSI. The decision of The ICSI in this respect shall be final & binding.

(21) TERMINATION:

The ICSI without prejudice to its right to price adjustment by way of discount or any other right or remedy available to The ICSI, The ICSI may terminate the Contract or any part thereof by a Written notice of 30 days to the vendor if:

- i. The vendor fails to comply with any material terms of the work order.
- ii. The vendor fails to deliver the material(s) or any part thereof within the stipulated Delivery Period and or to replace/rectify any rejected or defective material(s) promptly.
- iii. The vendor becomes bankrupt or goes into liquidation.
- iv. The vendor has misrepresented The ICSI acting on which misrepresentation The ICSI has placed the Purchase order on the vendor. The ICSI without prejudice to any other remedy, reserves the right to terminate the Contract in whole or in part by giving notice in writing in case Service Provider fails to discharge its obligation under this Contract without sufficient grounds or found guilty for breach of condition(s) of the Contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than 3 penalties on the Service Provider in any month.
- v. 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 bidder for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

- vi. 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 Contract in full, but which he did not derive in consequences of the full performance of this Contract not having been carried out, nor shall he/she have any claim for compensation / damage for the loss suffered by him/her by reason of termination of Contract by The ICSI. No claim for interest shall be entertained by The ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Service Provider.

(22) Force Majeure :

- a) For the purpose of this Article, Force "Majeure" means any cause, which is beyond the control of successful bidder or that of The ICSI, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as: -
- War / hostilities
 - Riot or civil commotion
 - Earth Quake, Flood, Fire, Tempest, Epidemics, Pandemic, Lightening or other natural physical Disaster, Quarantine restricts and Freight embargoes
 - Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of The ICSI, which prevent or delay the execution of the order either by the successful bidder or by The ICSI.
- b) If a Force Majeure situation arises, the Vendor is required to promptly notify The ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by The ICSI in writing, the Vendor shall continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

(23) Indemnity:

1. The Vendor shall indemnify The ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the vendor shall be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against The ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the Vendor shall be liable to make good/compensate such claims or damages to The ICSI. As a result of action, inaction or any omissions of the vendor if The ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the vendor would be required to reimburse to The ICSI such amount along with other expenses incurred by The ICSI or The ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the vendor while settling its bills or from the amount of security deposit lying with The ICSI. However, The ICSI reserves the right to take legal recourse as permitted under the law of the land. In case of any damage caused to The ICSI due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible for making good the loss. The ICSI shall have the right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by The ICSI. Decision of The ICSI in this respect shall be final & binding on the vendor.

2. The services indicated in Part "C" (Financial Bid) are tentative and may be increased / decreased/ Remove the quantity/locations at the sole discretion of The ICSI and the vendor shall have no right to claim any minimum/definite/guaranteed volume of business.

For any details / clarifications, **Mr. Sajeevan P, Joint Director, Directorate of Human Resources of the ICSI** may be contacted at **011-45341071**; Email ID: sajeevan.p@icsi.edu

Date: **December 06, 2025**

(S.K.SHARMA)
Director
(Purchase & Stores)
Email: s.sharma@icsi.edu
Phone: **0120-4522012**

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003

ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/HR/Biometric Machine/2025-26/117

December 06, 2025

Subject: Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP.

Location Details

LIST OF LOCATION FOR BIOMETRIC INSTALLATION*			
Sl. No	Name / Location	Sl. No	Name / Location
1.	CCGRT, HYDERABAD	2.	RANCHI CHAPTER
3.	CCGRT, MANER	4.	SILIGURI CHAPTER
5.	AGRA CHAPTER	6.	AHMEDABAD CHAPTER
7.	AJMER CHAPTER	8.	GIFT CITY CHAPTER
9.	ALWAR CHAPTER	10.	CHHATRAPATI SAMBHAJINAGAR CHAPTER
11.	AMRITSAR CHAPTER	12.	BHAYANDER CHAPTER
13.	BAREILLY CHAPTER	14.	BHOPAL CHAPTER
15.	BHILWARA CHAPTER	16.	DOMBIVLI CHAPTER
17.	BIKANER CHAPTER	18.	GOA CHAPTER
19.	CHANDIGARH CHAPTER	20.	INDORE CHAPTER
21.	DEHRADUN CHAPTER	22.	KOLHAPUR CHAPTER
23.	FARIDABAD CHAPTER	24.	NAGPUR CHAPTER
25.	GHAZIABAD CHAPTER	26.	NASHIK CHAPTER
27.	GORAKHPUR CHAPTER	28.	NAVI MUMBAI CHAPTER
29.	GURUGRAM CHAPTER	30.	PUNE CHAPTER
31.	JAIPUR CHAPTER	32.	RAIPUR CHAPTER
33.	JALANDHAR CHAPTER	34.	RAJKOT CHAPTER
35.	JAMMU CHAPTER	36.	SURAT CHAPTER
37.	JODHPUR CHAPTER	38.	THANE CHAPTER
39.	KANPUR CHAPTER	40.	VADODARA CHAPTER
41.	KOTA CHAPTER	42.	AMARAVATI CHAPTER OF SIRC OF THE ICSI
43.	LUCKNOW CHAPTER	44.	BELAGAVI CHAPTER
45.	LUDHIANA CHAPTER	46.	BENGALURU CHAPTER
47.	NOIDA CHAPTER	48.	COIMBATORE CHAPTER
49.	PATIALA CHAPTER	50.	HYDERABAD CHAPTER
51.	PRAYAGRAJ CHAPTER	52.	KOCHI CHAPTER

53.	SHIMLA CHAPTER	54.	KOZHIKODE CHAPTER
55.	SRINAGAR CHAPTER	56.	MADURAI CHAPTER
57.	UDAIPUR CHAPTER	58.	MANGALURU CHAPTER
59.	VARANASI CHAPTER	60.	MYSURU CHAPTER
61.	BHUBANESWAR CHAPTER	62.	PALAKKAD CHAPTER
63.	DHANBAD CHAPTER	64.	SALEM CHAPTER
65.	HOOGLY CHAPTER	66.	THIRUVANANTHAPURAM CHAPTER
67.	JAMSHEDPUR CHAPTER	68.	THRISSUR CHAPTER
69.	GUWAHATI CHAPTER	70.	VISAKHAPATNAM CHAPTER
71.	PATNA CHAPTER	72.	...

****Note: Location may be Increase or Decrease as per The ICSI requirement.***

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003
 ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/HR/Biometric Machine/2025-26/117

December 06, 2025

Subject: Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP.

Form II: Eligibility Criteria Details

Sl. No.	Criteria	Documents/Information to be provided in the submitted Bid	Attachment Status (Yes/NO) Page No
1.	The bidder shall be a company having their registered office in India and must be incorporated or registered either under relevant Act or any of the following Acts – the Indian Companies Act, 1956 or The Indian Companies Act, 2013. The bidder has to ensure that the Object Clause of its MOA must have mention of the subject services explicitly.	Attach self-attested copy of valid Certificate of Incorporation and MOA & AOA.	
2.	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Power of Attorney issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder.	Attach Original Power of Attorney or certified copy of the board Resolution.	
3.	The bidder shall be the single point of contact for ICSI and shall be solely responsible for providing all the mentioned services, support, warranties etc. in this Tender.	Attach self-undertaking from Authorized Signatory on the Bidder's Business Letter Head.	
4.	The bidder must be in operation in India for a period of atleast 5 years as on last date of bid submission and should have support office operational in the Delhi-NCR.	Attach valid documentary proof against presence of office in Delhi/ NCR: Copy of rent agreement/ telephone bill/electricity bill or similar document.	
5.	Average Annual Turnover in immediately preceding three consecutive financial years (i.e. 2022-2023, 2023-2024 and 2024-2025) ended as on 31.03.2025 must not be less than Rs. 2 Crores per annum. The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.	

6.	The bidder should be a profit making company on an average since the last three financial years (2022-2023, 2023-2024 and 2024-2025).	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.	
7.	<p>The bidder shall have minimum 5 years' experience in similar type of project of "Supply, Installation & Commissioning of minimum 10 Biometric Machine at different locations and connected over the ILL (Internet Leased Line) network along with providing requisite software(s) (Biometric Based Attendance Monitoring System) and providing Comprehensive Support (AMC)" at Government/ Semi Government/ Autonomous Organizations/ Public Sector Utilities/ Institutions/ Private Sector in India as main contractor during the last Five financial years.</p> <p>Atleast one project of a Govt / PSU customer.</p> <p>The bidder must have operation in India for last 5 years in providing similar services to Central Govt Ministries / Departments/ Public Sector Undertakings / Universities / Autonomous Institute / Statutory Bodies / Banks / Multinational Companies etc.</p> <p>The reputation / track record of the bidder shall be subject to verification by ICSI.</p>	Provide copy of Work Order/contract order/job order/ completion certificate along with details (name of contact person, email mobile/telephone of the representative of the client) and Self Certificate which should specify nature of work, contract period, contract value, location where services were provided and current status of the project (i.e. Go-Live or completed).	
8.	The Authorization letter (MAF) from OEM for the products & services provided from the principal manufacturer to the bidder for this Tender	<p>If the bidder is an authorized channel partner/reseller, then it must submit an authorization certificate [Manufacturer's Authorization Form (MAF)] from the OEM for the products & services provided from the principal manufacturer to the bidder for this Tender.</p> <p>The certificate should be valid as on the date of award of Contract.</p>	
9.	Bidder should be ISO 9001: 2000 or higher, ISO 20000-1, ISO 27001, ISO 27017 & ISO 27018 certified and Certification under process shall not be considered.	Attach valid document in support.	
10.	BIS (Bureau of Indian Standards) Certificate of the Attendance machine to be supplied by OEM.	Attach valid document in support.	

11.	The bidder must have successfully completed/executed atleast Three (3) projects of similar nature of "Supply, Installation & Commissioning of Biometric Machine at 10 different locations over the ILL (Internet Leased Line) network along with providing requisite software(s) (Biometric Based Attendance Monitoring System) and providing AMC support" across the India in last five years (preferably in Delhi /NCR), out of which atleast one project of a Govt / PSU customer on MeitY empaneled cloud Data centre.	Work order with order value detailing the scope OR Agreement copy defining the scope & value. AND Certificate from the client for Successful Completion of work (Implementation / GO-Live / Support Completion) with date.	
12.	Submission of Tender Fee	Please attach receipt / DD of the tender fee or valid NSIC / MSME certificate/document.	
13.	Submission of EMD or valid NSIC / MSME certificate/document.	Please attach copy of EMD receipt/DD or valid NSIC / MSME certificate/document.	
14.	PAN	Please attach self-attested photocopy of PAN.	
15.	GSTIN Code	Please attach self-attested photocopy of GSTIN Certificate.	
16.	Bidder should not have been blacklisted by any Firm/ Organization/ School/ Board/ University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority.	Attach an Undertaking from Authorized Signatory on Rs. 100/- Non-Judicial Stamp Paper duly notarized by the Notary Public.	
17.	The Bidder who has refused to continue or sign the agreement in past for any contract awarded by The ICSI, shall not be eligible to participate in this tender. The Bidder who was awarded any contract in the past by The ICSI but terminated during the contract period due to unsatisfactory performance shall not be eligible /considered to participate in this Tender.	Attach declaration from Authorized Signatory on the Bidder's Business Letter Head.	

All above mentioned documents are required to be submitted along with the Tender. Non-submission of any documents or submission of incomplete, misleading or false information may render the bidder liable for rejection or cancellation of their bid.

Note:

- Bids submitted as consortium / joint venture / partnership / similar arrangement shall be disqualified.
- ICSI is looking at single partner arrangement, any arrangement for splitting of work shall lead to disqualification / termination as the case may be at any stage

Other Mandatory information requirements:

The following are the mandatory information requirements that need to be provided by the bidder as part of the bid response:

S. No	Mandatory Requirements	Documents/Information to be provided in the submitted Bid	Attachment Status (Yes/NO) Page No
6.	Bidder profile giving details of infrastructure and technical support group, certifications		
7.	Project implementation, Rollout, handholding & Training plan		
8.	Support & Maintenance plan after Go-Live		
9.	Escalation matrix upto CEO (Chief Executive Officer) level along with Name, Designation, Mobile Number, Email ID		
10.	Escalation Procedure		

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003

ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/HR/Biometric Machine/2025-26/117

December 06, 2025

Subject: Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP.

PART 'B': TECHNICAL BID**(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)****Form I: PARTICULARS OF BIDDER****(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)**

S No	Particular	Response
1	Tender Reference Number	Tender No. ICSI/HR/Biometric Machine/2025-26/117 dt – December 06, 2025
2	EMD Payment Detail (If applicable) /MSME or NSIC Regn. No.	
	a. Bank name	
	b. DD number	
	c. MSME/NSIC Regn. No. (if applicable) & its valid period (Pl. Enclose self-attested certificate photocopy)	
3	Name of Bidder	
4	Status of the Bidder (Pvt. Ltd./Limited Co.)	
5	Complete address of the bidder (Pl. Enclose Proof)	
	City	
	State	
6	Bidder Contact details	
	a. Phone No	
	b. email	
	c. website	
7	Contact details of authorized person of Bidder who have signed the tender (SPOC)	
	a. Name	
	b. Designation	
	c. Mobile No	
	d. Office phone No	
	e. Email id	

8	Date of incorporation/registration (Pl. Enclose Proof)	(DD-MM-YYYY)
9	Incorporation/registration Number	
10	Date of commencement of business (Pl. Enclose Proof)	(DD-MM-YYYY)
11	Number of years in business in India	
12	Net worth of the bidder company/firm (Pl. Enclose Proof)	
13	Name(s) of the directors/Partners	
14	PAN Number (Pl. Enclose Proof)	
15	GST Number (Pl. Enclose Proof)	
16	Details of turnover in last three financial years (i.e. 2022-2023, 2023-2024 and 2024-2025) ** Attach copies of audited annual accounts for the past 3 years	
	FY 2022-2023	
	FY 2023-2024	
	FY 2024-2025	
17	Bidder average profit-making status since the last three financial years (2022-2023, 2023-2024 and 2024-2025) (Yes/No)	
18	The Authorization letter (MAF) from OEM for the products & services provided from the principal manufacturer to the bidder for this Tender (If the bidder is an authorized channel partner/reseller)	
19	ISO certified level	
20	BIS (Bureau of Indian Standards) Certificate of Attendance machine to be supplied by OEM	
21	Bidder Bank account detail (for e-payment purpose)	
	a. Bank Name and address	
	b. Branch Name	
	c. Branch Code	
	d. MICR code	
	e. IFSC Code	
	f. Account Number	
	g. Beneficiary Name	

Details of atleast Three (3) successfully executed projects of similar nature in the past five years as on 31st December 2024 in following format – also provide soft copy in Excel format apart from the signed hard copy (Pl. Enclose Proof)

Description	Project-1	Project-2	Project-3	Project-4	Project-5
Location					

Client Name					
Complete Address					
Type of Organization (Govt / Semi Govt /University / Institution/ Private etc)					
Name of Project					
Project description in brief					
Actual value of the Project					
Number of biometric machines implemented					
Status (Completed / Ongoing)					
Project Start date					
Go-Live /completion date					
Detail of document attached for proof (eg WO/PO No & date, Completion certificate with date)					

Client Reference: To be a qualified proposer, the bidder must include three (3) references in its proposal response. References shall be contacted - please verify information before submitting. Information to be included in the reference is:

(Please provide soft copy in Excel format apart from the signed hard copy)

Particular	Client reference-1	Client reference-2	Client reference-3
Organization Name			
Complete Address			
Type of Organization (Govt / Semi Govt /University / Institution/ Private etc)			
Project description in brief			
Date of completion of project			
Contact person detail			
a. Name			
b. Designation			
c. Mobile No			
d. Office phone No			
e. Email id			

Details of Additional Software/hardware Requirement (if Any):

In case, any additional software (Operating System, CALs, Database, Spreadsheets, Documents Software etc) and hardware (Desktop computer, server etc) / Chip Based Smart Cards are required to be provided by The ICSI to the

vendor for the implementation of Biometric Based Attendance Machine system at The ICSI, then bidder has to mention the list of required software & hardware's in the Technical Bid in below mentioned format as well as mention the list of those software & hardware with price in the **Financial Bid (Bill of Quantity)**. Availability of those required software or hardware shall be checked by The ICSI and confirmed to the vendor in coordination with the Directorate of Information Technology of The ICSI. If the required software or hardware would not be available with The ICSI then the same has to be provided by vendor to The ICSI and payment would be made to vendor as per price mentioned in Financial Bid.

S No	Requirement Type (Software / hardware / any other)	Software / hardware Type	Description in detail (Name, Version etc)
1	Software	Operating System	
2		Database	
3	Hardware		

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No. _____. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “_____”(name of the work or supply)” as per Financial Bid (Part ‘C’).

Date _____

Signature _____
(Authorized signatory of the bidder)

Name of the bidder _____

Official seal of bidder _____

- **NOTE:** Please submit all supporting documents (self-attested photocopies) wherever applicable in support of the information furnished above with seal and signature of the bidder's authorized representative.

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003
 ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/HR/Biometric Machine/2025-26/117

December 06, 2025

Subject: Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP.

Form II: TECHNICAL SPECIFICATION

Technical specification of Biometric Based Attendance Monitoring System (BBAMS)

S. No.	Description	Tentative Qty	Remarks
(1)	<p>LAN based time attendance monitoring system with Biometric Fingerprint & Smart card Sensor/Reader:</p> <p>Specifications:</p> <p>a) <u>FINGERPRINT with Smart Card Reader</u> Fingerprint Sensor: Thin Optical Fingerprint Sensor; Technology: Thin Optical Fingerprint Resolution: 500 DPI @ 8 bit pixel Scanning Area: 14mm x 22mm Identification Methods: 1:N or 1:1</p> <p>User Capacity: (i) 100 users capacity per Device for 1:N method (Only Finger) (ii) User Capacity - Unlimited for 1:1 Mode (Finger Mode, Card Mode and Card + Finger Mode)</p> <p>Transaction Memory: 1,30,000 Records (FIFO Basis)</p> <p>No. of User Registration: 20 to 100 Users per device for Fingerprint taking 2 Fingers for each person and it should be automatically synchronized in SQL Database through AERM (Advance enrollment reader management) Software. The Finger Enrollment should be unlimited through Advanced AERM Software using fingerprint enrollment device.</p> <p>Authentication Mode: Fingerprint, Smart Card and Smart Card + Fingerprint</p> <p>Data Transfer: On real time basis into Centralized SQL</p>	71 Nos.	Yes / No

	<p>Database through Advanced AERM Software</p> <p>Network Communication Mode: Ethernet: 10/100/1000 MHz TCP/IP/Server Client Mode;</p> <p>Power: 10 Watts Operating Voltage: DC 12V</p> <p>Device Interface: For Access Control: EM Locks, Tripod/Turnstile, Gate/Barriers</p> <p>USB Host External Device Support: Pen Drive</p> <p>Reader Dimensions: Compatible (As required)</p> <p>Smart Card Details: 8-digit Alphanumeric User ID 16 Character User Name</p> <p>Technology: Mifare / ISO 14443 Type A</p> <p>Reading Distance: Upto 50mm</p> <p>Operation Type: Read / Write</p> <p>Cards Supported: Mifare 1 KB</p> <p>Display: Backlit: LCD; LCD: (16 characters x 2 rows) LCD displays" DD-MM-YYYY, day of week and H24:MM:SS</p> <p>Network Communication Mode: Ethernet TCP/IP/Server Client Mode;</p> <p>Key Board interface Through USB Port for device management</p> <p>Operation: Standalone as well as network based Read / Write Reader;</p> <p>Certification: BIS</p> <p>Software compatibility: Proposed Web enabled Biometric Attendance Machine System should be compatible with Operating System Windows11, Windows Server 2016/2019 and Database: SQL Server Ver 2019.</p>		
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	<ul style="list-style-type: none"> b) Reader Accessory Power Supply c) Support Service for Hardware d) IT Software Time Office e) IT S/W Web Based Enrolment and Reader Management Upto 100 Readers per Biometric Machine f) Support Service for Software 		
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ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/HR/Biometric Machine/2025-26/117

December 06, 2025

Subject: Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP.

PART 'C': FINANCIAL BID
Biometric Based Attendance Monitoring System (BBAMS)

I. One time implementation Cost (Inclusive all)

S No	Product Description	Type (software /Hardware with make & model, Version /any other item)	HSN	Unit Price (Rs.)	Quantity	Cost	GST (%)	Total Cost Incl. GST
1								
2								
3								
Total								
Total Amount Incl. GST (in words):								

II. Comprehensive Support (AMC) cost for 4 years after Competition of 1 year Warranty period (per unit)

S No	Description	Cost	SAC	GST (%)	Total Cost Incl. GST
1	1 st Year				
2	2 nd Year				
3	3 rd Year				
4	4 th Year				
Total					
Total Amount Incl. GST (in words) for 4 years:					

III. Bill of quantity (Optional) *

S. No.	Type (Software / Hardware/Smart Card for the ICSI Staff)	Name (Make, Model, Version etc)	Unit price	GST	Total cost	Remarks

*In case, any additional software (Operating System, CALs, Database, Spreadsheets, Software Documents, etc) and hardware (Desktop computer, server etc) / Chip Based Smart Cards are required to be provided by The ICSI to the vendor for the implementation of Biometric Based Attendance Machine system at The ICSI, then bidder has to mention the list of required software & hardware's Technical Bid in below mentioned format as well as mention the list of these list of software & hardware with price in the Financial Bid (**Bill of Quantity**). Availability of those required software or hardware shall be checked by The ICSI and confirmed to the vendor in coordination with the Directorate of Information Technology of The ICSI. If the required software or hardware would not be available with The ICSI then the same has to be provided by vendor to The ICSI and payment would be made to vendor as per price mentioned in Financial Bid.

I/we hereby confirm that to the best of our knowledge and belief:

- I. The rate quoted shall be reasonable and valid for the period of contract from the date of opening of financial bid. The period can be extended with mutual agreement.
- II. On change of quantity, payment shall be made as per calculated price on the basis of quoted unit rate.
- III. Services/Products/Goods supplied, shall be of requisite specification and quality.
- IV. All the items in all the tables must be quoted failing which the bid is liable to be rejected.

Note:

- Prices quoted in the bid shall expressly be inclusive of all statutory taxes, fees, cess, duties, levies, charges and any other statutory components (Net to The ICSI). It should clearly indicate the base price plus all additional duty & taxes. Prices quoted in the bid shall be valid for the entire contract period.
- All prices to be quoted in (INR) Indian Rupees only.
- Taxes (GST) shall be payable as applicable from time to time. Also, the taxes if any introduced later shall be paid as per actuals on the basis of prevailing rate.
- In case if number of offices increase, then BIDDER has to supply as per quoted prices.
- The ICSI reserves the right to increase/decrease the quantity at any point / requirement and pay the cost, accordingly.
- No condition shall be entertained and conditional tender shall be liable to be rejected.

Place:

SIGNATURE OF THE BIDDER

Date:

NAME & DESIGNATION SEAL OF ORGANISATION

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/HR/Biometric Machine/2025-26/117

December 06, 2025

Subject: Tender for Supply, Installation & Commissioning of Biometric Machine alongwith requisite software(s) at 70 different locations at The ICSI Offices and its consolidation in Oracle ERP.

Form III: Tender acceptance letter to be printed on the business letterhead of the bidder and to be submitted with the Technical Bid.

To
The Secretary
The Institute of Company Secretaries of India (The ICSI)
ICSI House, C - 36, Sector 62, Noida - 201309

Sir,

This is with reference to the Tender No.: Supply, Installation & Commissioning of Biometric Machine, its software at various locations dated December 06, 2025 due on December 11, 2025. We are interested in participating in the Tender.

We declare that:

- i) We have read and understood the terms and conditions given in the quotation / tender Document;
- ii) We are eligible for award of the contract as per the eligibility criteria mentioned in the tender Document;
- iii) We accept and agree to all the terms and conditions of the tender.
- iv) We shall comply with all the terms and conditions of the tender.
- v) All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at our cost and risk and we shall indemnify the Institute (The ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black-listing by The ICSI.
- vi) We understand that The ICSI reserves the right to cancel the tender at any stage or cancel /reject any one or more bid without incurring any liability.
- vii) The duly signed copies of all the tender pages are attached herewith.

Date:

Name and Signature of Bidder

Format- Performance Bank Guarantee from a Nationalized Bank

FOR PERFORMANCE GUARANTEE

Format- Performance Bank Guarantee from a Nationalized Bank

FOR PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No

Dated

To,
The Secretary
Institute of Company Secretaries of India
ICSI House, 22, Institutional Area,
Lodi Road, New Delhi-110003

1. Against contract vide Advance Acceptance of the Tender covering "RFP for " (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and _____ (hereinafter called the Contractor) this is to certify that at the request of the Contractor we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs _____/- (Rs.----- only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Contractor i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance by the Purchaser to the said Contractor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

WITNESS NO. 1

Authorised Bank Representative

Full name and official
Address (in legible letters)

----- (Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

(Signature)

WITNESS NO. 2

(Signature)
Dated..... Address (in legible letters)

Attorney as per power of
Attorney No..... Full name and official

Standard terms and condition of Service Level Agreement

This Agreement dated _____ is made by and between M/s _____, a company incorporated under the Companies Act 1956, with its registered office located at _____ and with its corporate office located at _____ through Shri _____, duly authorized by the Board resolution dated _____ (hereinafter appropriately referred to as "**Supplier**" which term shall include its successors and permitted assigns), of the **One Part**

And

The Institute of Company Secretaries of India, a Statutory body constituted under the Company Secretaries Act, 1980 having its head office at ICSI House, 22, Institutional Area, New Delhi – 110 003 hereinafter referred to as "**ICSI**" which term shall include in its successors and permitted assigns of the **OTHER PART**

WHEREAS:

- A.** ICSI, a Statutory Body under an Act of Parliament, intends to design, configure and establish the Structured Cabling Network for its ICSI NOIDA Office situated at C-36, Sector-62, NOIDA. The work includes Designing, Supply, Installation, Configuration and Maintenance of the Firewall/UTM (Firewall other accessories and software) for a period starting from _____ till _____.
- B.** Supplier is an authorized distributor and Supplier for Biometric Machine and its software, of "_____" (OEM), and Supplier is willing to provide ICSI with the post installation support and warranty services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, and in the attachments hereto which form an integral part of this Agreement, the Parties hereby agree to the following:

1. DEFINITIONS

- 1.1. **ICSI Equipment** shall mean any and all hardware and software owned, leased or rented by ICSI and which is provided to the Supplier under this Agreement but coexists together with the Equipment with which they operate in tandem or in isolation.
- 1.2. **ICSI Premises** shall mean the site or sites designated by the ICSI where the Network Equipment (hereinafter referred to as "Equipment") is installed including areas to access the Supplier's installed Equipment.
- 1.3. **Normal Office Hours** shall mean the working hours on any working day of the Supplier which shall be between 9.00 A.M to 6.00 P.M on Monday through Saturday.
- 1.4. **Service Activation Date** shall be the date when Supplier installs and commissions Equipment at ICSI site.

2. Scope of Agreement

At present, ICSI has implemented **BBAMS (OEM Savior, Biometric Attendance Machine Model No. 8403/8602/8603)** at its 11 offices across the India. 3 machines at Headquarters Offices (Delhi & Noida), 3 machines at Regional Offices (Delhi, Chennai and Mumbai), 1 machine at EIRO & CCGRT (Kolkata), 1 machine

at CCGRT (Mumbai) and 2 machines at Chapter Offices (Jaipur and Pune).

Now, The ICSI intends to implement Biometric Attendance Machine based **Unified 'Attendance Management System'** for all the staff at rest of the various Offices at different locations across India (Annexure - A), in which all the Biometric machines would be connected through the ILL (Internet Leased Line) network with Central Server placed at ICSI HQ, Noida/Delhi Office and its consolidation in Oracle ERP, So that entire staff of each and every office (HQ/RO/CO/ CCGRTs) may mark their attendance through Unified Biometric Attendance Machine System and complete attendance data shall be available in Central Server on real-time basis and HR Department may generate individual and consolidated attendance reports on real-time basis.

All the Biometric Attendance Machine System shall be used for monitoring the entry and exit time records of each and every staff. The time attendance report shall be generated at Central Server situated at The ICSI HQ, NOIDA/DELHI Office and shall be monitored by various officials on Web enabled software on real-time basis.

The following scope of work requires for setting up of Unified Biometric Attendance Machine System at various ICSI Offices at different locations along with "Attendance management system" software at Central Server and its consolidation in Oracle ERP:

2. Supply, Installation, Commissioning Testing & system integration:

28. To design, develop/configure and implement the Unified solution of web-based Biometric Attendance Monitoring System at The ICSI.
29. Supply, Installation & Commissioning of Biometric Based attendance Machine with requisite software(s) & accessories at various Offices on different locations across the India (Annexure - A) .
30. The successful Bidder shall be responsible for end-to-end implementation of the Biometric Based Attendance Machines & its connectivity over the ILL (Internet Leased Line) network with Central Server located at The ICSI HQ, Noida or Delhi Office. The Internet services shall be provided by The ICSI at all the offices of The ICSI at different locations.
31. All the Biometric Attendance machines to be installed at various locations and existing machines should be well connected over the ILL (Internet Leased Line) network with central server located at The ICSI HQ, NOIDA/ DELHI Office.
32. Implementation of Complete and Unified web-based Biometric Attendance Monitoring System (BBAMS) for all The ICSI Offices on different locations across the India.
33. The successful Bidder shall provide a full-fledged 'Attendance management System' software application with different types of data entry forms (Muster Creation, Transfer Location etc.) and reports, which required for the Attendance/Time management of all the staff at all The ICSI Offices on different locations across the India where Biometric Machines with Finger Print & Smart card sensors has to be implemented.
34. **Vendor shall be responsible to upgrade software/firmware's and hardware of all the existing 10 Biometric Attendance Machines and connect these upgraded Biometric Attendance Machines with Central Server over the ILL (Internet Leased Line) network and ensure Unified integrated Biometric**

Attendance Management System at all the offices (80+) of The ICSI across the India. Version of the Firmware/Software of all the installed/upgraded Biometric Attendance Machines must be same at all the offices of The ICSI.

35. Bidder shall be responsible for Designing, Printing and Activation of Chip Based Smart Cards for The ICSI staff, if required, and its supply to ICSI HQ Noida / Delhi Office.
36. The ICSI reserves the right to increase/decrease the number of Biometric Attendance Machine to be purchased at any point / requirement and shall pay to the vendor as per the unit price quoted for the Biometric Attendance Machine in Financial Bid.
37. Supplied Biometric Attendance Machines and 'Attendance Management System' software should meet all the specification mentioned at Annexure – C & D and must give integrated performance in their functionality.
38. Each supplied Biometric Attendance Machines at various offices on different locations should have the capacity of creation of muster of upto 100 staff at each office (Location).
39. The responsibility of the registration (muster creation) of all the staff of The ICSI (finger prints /user details etc.) shall be of the vendor.
40. Employee Muster must be created in Biometric Attendance machines irrespective of its location and muster data should be available at Central Server at The ICSI HQ Delhi/Noida. In case of transfer of any employee from one office (location) to another then change of office must be controlled centrally by Dte. of HR through "Attendance management system" at The ICSI HQ (Noida / Delhi). One employee may have assigned one or more unit (Office) to mark attendance at assigned office/location through implemented Biometric Attendance Machine.
41. **Consolidation (System Integration) of Biometric attendance data in Oracle ERP (HRMS & Self-Service Module):**
 - Raw punches data (Biometric attendance data) of all the installed/upgraded Biometric Attendance Machines must be pushed and synchronized in the central Server at HQ (Delhi/Noida) automatically on Realtime basis.
 - Attendance punches data (Biometric attendance data) is required to be fetched in Oracle ERP.
 - The bidder shall provide a functionality in the Central Server (Attendance Management System) at HQ (Delhi/Noida) to fetch the Raw punches data (Biometric attendance data) of all the offices (units, date, employee wise data) in a required format to be pushed on Oracle ERP server (Database Oracle 19C) at HQ Noida on real-time basis automatically for the consolidation of Biometric attendance data in the HRMS Module of Oracle ERP. Required format to fetch the attendance punch data from the data base at Central Server of Attendance Management System shall be provided by The ICSI.
 - Provide utility (report) to upload Biometric attendance data of all the offices (units, date, employee wise data) in a required format in Oracle ERP server at HQ Noida through excel (Web Adi) manually.

42. Additional Software & Hardware

In case, any additional software (Operating System, CALs, Database, Spreadsheets, Documents Software, etc.) and hardware (Desktop computer, server etc) / Chip Based Smart Cards are required to be provided by The ICSI to vendor for the implementation of Biometric Based Attendance Machine system at The ICSI, then Bidder has to mention the list of required software & hardware's in the Technical Bid in below mentioned format as well as mention the list of these software & hardware with price in the **Financial Bid (Bill of Quantity)**. Availability of those required software or hardware shall be checked by The ICSI and confirmed to the vendor in coordination with the Directorate of Information Technology of The ICSI. If the required software or hardware would not be available with The ICSI then the same has to be provided by vendor to The ICSI and payment would be made to vendor as per price mentioned in Financial Bid.

Additional Software/hardware Requirement:

S No	Requirement Type (Software / Hardware / any other)	Software / Hardware Type	Description in detail (Name, Version etc)
1	Software	Operating System	
2		Database	
3	Hardware		

43. Vendor shall be responsible for fulfilling the compliances of all the supplied software Licenses. The ICSI shall not be responsible or liable under any circumstances for any issue that may arise due to vendor's non-compliance / violation of licenses terms / agreement of any software licenses with OEM.
44. The successful Bidder must not bid/supply any equipment (Attendance Machine / Software /Hardware, etc) that is likely to be declared end of support within the contract period of 5 years.
45. If the successful bidder is an authorized channel partner/reseller of OEM then the bidder shall submit an undertaking (clearly mentioning the bid number, date) from OEM for providing OEM support during entire contract period for all the products & services provided from the principal manufacturer to the Bidder for this Tender.

46. Required Reports in Attendance management system:

Some of the following reports are required in Attendance Management System:

- Individual / Location / Office Wise (Daily / Monthly / Date Range) wise staff attendance report
- Muster (Daily / Monthly / Date Range and Location / Office Wise / Employee Wise) Report and present muster report to view muster of employee's attendance
- Employees In - Out (Daily / Monthly / Date Range and Location /Office Wise / Employee Wise) report which shall be helpful to determine the number of employees available in The ICSI on a

particular Date and Time.

During the contract period, if any new report is required by The ICSI which is not available in the provided Attendance management system then vendor has to provide the required report to The ICSI without any additional cost, **as and when required**.

47. Mode of working

- a) All Biometric Attendance Machine System should be able to work in network mode through ILL. In network mode, the device should be online with the Server on real-time basis. It should be possible to remotely manage the device and add, delete modify and synchronize changes from the central PC/Server with the Biometric Attendance Machine Device and vice-versa.
- b) **Exporting Templates:** All devices should have ability to upload/export fingerprint template to specified attendance Terminals connected over the ILL (Internet Leased Line) network and self-Programmable facility to update User templates details to Selected Terminals, Templates for two fingers for each user should be possible to upload.
- c) **Fingerprint Auto Sensor:** The device should have ability to sense fingerprint automatically without pressing any button for providing convenience to employee for faster authentication
- d) **Authentication Type:** The system should support various authentication medium to configure by different security methods such as finger prints, Smart cards and / or their combinations.
- e) **Number of concurrent Admins/ Users required to manage the records in Attendance Management System at ICSI:** 5 (Five)

48. Data Backup:

- Complete (Application & Database) rights must be shared with The ICSI at time of implementation of project.
- Complete Biometric Attendance data must be available in the central server during the entire contract period.
- All the supplied Biometric Attendance Machine should have the capacity of keeping data backup for atleast 2 months.
- Any data should not be deleted without the permission of The ICSI.
- It must be noted that for all data which is entered in to the proposed BBAMS, the ownership rights shall stay with The ICSI.

49. Time Management Monitoring Software Features:

- The solution should be designed to work for multiple Biometric Attendance Machines readers/sensors connected over the ILL (Internet Leased Line) network and should be web based.
- All reports should be available for viewing by Dte. of HR through the web.
- All enrolments should be with fingerprints, Smart Cards and / or their combination, depending upon the mode of selection.
- Employee registration should be through Muster creation in Biometric Attendance Machine System and allotment of Smart card.

- Any number of Offices/Location should be possible to be created.
- Reports should be available online with location / machine wise, staff category-wise (regular, contractual) and also individual records in periodic detailed and summary formats.
- The system should be a Complete ONLINE system with immediate automatic updates.
- Transaction from each device should be available with, date, time, employee code, machine number, location, etc.
- Printing of employee code-wise details & reports should be possible.

At a glance, summary reports such as IN/OUT summary for whole month or period of each employee should be available.

50. Training & User Manuals :

- I. The Vendor shall be responsible to provide onsite training to the staff of The ICSI to manage the BBAMS and handling of supplied equipment and software, as and when required.
- II. Provide user manuals to the staff of The ICSI on handling of the supplied solution of BBAMS.

51. Warranty and Comprehensive Support (AMC):

- I. Minimum One (1) year onsite comprehensive warranty of devices with response time of 4 hours call attending support after lodging the complaint has to be provided, after successful implementation of the project of "Supply, Installation & Commissioning of Biometric Machine at various locations across the India connected over the ILL (Internet Leased Line) network along with requisite software(s) (Biometric Based Attendance Monitoring System)" and its acceptance by The ICSI. No Cost shall be paid during the warranty period.
- II. After Successful completion of warranty period, the Vendor shall start to provide comprehensive support for a period of **Four (4) years** which may be extended upto a maximum period of **03 years** with mutual agreed terms. During Comprehensive Support (AMC), charges shall be paid as per the Comprehensive Support (AMC) cost quoted by the vendor in the Financial Bid.
- III. During entire contract period including warranty and Comprehensive Support (AMC) period, vendor shall be responsible for following **(as & when required)**:
 - Comprehensive support from Service provider / OEM for the resolution of day-to-day operational issues / all types of complaints & requests.
 - Shifting of Biometric Machines from one location to another without any additional cost.
 - Restoration/installation of Biometric Machines without any additional cost. Drilling work for restoration/installation of biometric machines must be done under the supervision of the vendor.
 - Onsite Software/firmware's updates & upgradations without any additional cost.
 - Onsite Hardware upgradations and replacement without any additional cost.
 - The Vendor is required to upgrade, replace, maintain & repair any equipment (Biometric Attendance Machine, Hardware etc.) under this project getting damaged or becoming non-functional, **without any additional cost**.
 - Onsite Periodic preventive maintenance/Physical Verification of implemented Biometric Attendance Machines and 'Attendance Management System', once in six months or as when required by The ICSI.
 - Day-to-day support may be provided using Remote Desktop Software, in case, issue does not resolve through remote support or during exigencies / Require onsite support, the vendor has

to provide onsite support for handling the issue, **without any additional cost.**

- The provided system/laptop to the engineers/support team for Remote Desktop support, must adhere the Information Technology Policy of The ICSI. Valid Operating System & Antivirus must be installed in the laptop/desktop of the resource of vendor support
- **Response Time:**
 - I. One (1) year on site comprehensive warranty of devices with response time of 4 hours call attending support after lodging the complaint has to be provided.
 - II. During comprehensive Support (AMC) Response time for attending user's complaints would be maximum upto 4 hours after lodging the complaint.
 - III. In case of error occurred in Attendance Machine, it must be resolved within 1 to 5 working days. In case of unresolving the issue, a penalty of Rs. 100/- per day also would be levied. In case of delay due to natural climate, it has to be exempted on confirmation by vendor.

52. Deliverables

- Biometric based Attendance Machines
- Chip Based Smart Cards for The ICSI staff, if required
- Unified Biometric based Attendance Management Software System with supporting software, hardware, accessories, etc.
- Original Software licenses certificates & agreement documents (if any supplied)
- Technical & Functional documents
- User Manual

53. Delivery Site

- Onsite delivery of the Biometric based Attendance Machines with other requisite's Software/ hardware at various offices on different locations across the India (Annexure - A)
- Delivery of the requisite's Software/ hardware for implementation of Biometric based Attendance Machine System and Central Server for Attendance management shall be at The ICSI HQ, NOIDA Office or Delhi Office at following address :

ICSI Noida	ICSI Delhi
ICSI House, C-36, Sector – 62, NOIDA, UP – 201 309.	ICSI House 22, Institutional Area Lodi Road, New Delhi – 110 003.

54. Penalty

- The Successful Bidder shall ensure that the implementation of this project is in accordance with the Specifications mentioned in Tender Document and Annexure – C & D. In case of any deviation found in specification, The ICSI reserves the right to either cancel the Contract and/or recover Penalty /Liquidated Damage charges as per Penalty clauses mentioned in the Tender Document and SLA (Service Level Agreement).
- The Successful Bidder shall ensure that the implementation of this project is in accordance with the time schedules / timelines specified in the Tender Document. In case of any deviation from the schedule, The ICSI reserves the right to either cancel the Contract and/or recover Penalty /Liquidated Damage charges as per Penalty clauses mentioned in the Tender document and SLA (Service Level Agreement).
- During the entire contract period, if any hardware and/or software issue occurred in the web-based Biometric Based Attendance Monitoring System (BBAMS) and services are down, the

selected bidder must ensure the restoration of the service within minimum time period to avoid any penalty given under Tender Document and SLA (Service Level Agreement).

3. Payment Terms:

Payment shall be released on the basis of the following points:

Sl. No.	Milestone	% of Payment to be released
1	Payment after Award of Purchase/work Order and successful completion of POC (Proof of Concept) of the project and its acceptance by The ICSI as per Tender document	50% of One-time implementation Cost (Inclusive all) as quoted in the Financial Bid
2	Successful completion and Go-Live of the project and its acceptance by The ICSI	Rest 50% of One-time implementation Cost (Inclusive all) as quoted in the Financial Bid.
3	Payment during Warranty period of 1 year	NIL.
4	Payment during Comprehensive Support (AMC) for 4 years	50% of annual Comprehensive Support Cost (as quoted in the Financial Bid) on half-yearly basis till the end date of the contract period.

4. CONSIDERATION :-

In consideration of services being rendered by the vendor under this Agreement, ICSI shall pay an amount of Rs. ----- Including GST at once during the term of this Agreement against the installation of devices and Warranty service for the period starting from ----- till ----- After the expiry of the term, the Comprehensive Support (AMC) service charges may be decided as per mutual agreement between the parties.

Vendor shall provide service as mentioned below and in accordance with the specifications set forth in this agreement at ICSI designated locations for all the hardware and software pertaining to -----
(2 Nos.) firewall devices.

5. Maintenance Service

Vendor shall provide support services for the Equipments to provide satisfactory throughout in the network.

Vendor shall ensure to keep the system operating for all working hours on all the working days of ICSI. The Vendor's personnel contacts, telephone numbers, and other procedures of fault reports like call escalation processes, data bases with historical information shall be made available by the Vendor to the ICSI within 7 (seven) days of the signing of this Agreement.

Vendor shall do the configuration and implementation of the security policies on UTM/firewalls as desired by ICSI.

Vendor shall provide the services to ICSI for the period starting from ----- till ----- for hardware fault repair/ replacement, updates and patches/firmware for base software and Warranty 1 year On-site comprehensive warranty with 24x7x365 remote hardware support and dedicated Technical Account manager.

6. Corrective Maintenance

In accordance with the terms of this Agreement, Vendor shall perform corrective maintenance. Vendor shall repair Equipment using the procedures of corrective maintenance as per standard practices:

- a. The faults if any reported to vendor shall be checked immediately and resolved initially through telephonically and in case problem remains unresolved, then technical expert shall visit site to resolve and close the problem.
- b. Replacement of any faulty unit on site to be undertaken either through vendor's service engineers or a third party as determined by the vendor depending on the location. No additional charge shall be paid by ICSI on any account.

7. Service Availability

a. Network up Time:

The vendor shall ensure smooth functioning of Firewall/UTM box located at ICSI Noida Office 24 x 7 x 365 basis.

8. Infrastructure at ICSI premises.

ICSI shall provide at its premises a, 230V, Single Phase, 50 Hz, UPS Power supply point, Air-conditioning, Trained Personal to operate the equipment & get trained, Internet Connectivity & other such technical support, for Vendor's end terminal equipment.

9. Preventive Maintenance:

Vendor has to enable and tune the Firewall System so that ICSI can get alerts through SMS/Emails and make system more secure to handle the anonymous attacks.

10. Spare Parts Support

The failed Equipment shall be replaced within 24 hours through an exchange consisting of returning the failed unit and replacing an equivalent spare in good condition. These faulty units are sent back for repair to the Vendor for test facility.

11. Service Calls

The Vendor shall maintain record for necessary action taken till the closing of the call. Monthly MIS of all such faults to the action taken closing date and time shall be provided by the Vendor on monthly basis.

12. Configuration Management

Vendor shall be responsible for providing technical support and coordination to integrate all devices supplied by Vendor with existing services or connected devices running at ICSI. If required, Vendor shall visit ICSI offices.

13. TERM

The term of this Agreement shall be for the period starting from _____ till _____.

14. ICSI RESPONSIBILITIES

To facilitate Vendor's provision of Equipment and Services, ICSI agrees to perform the following obligations:

15. Access : ICSI shall grant access at all times to Equipment, related sites, office areas and other facilities to

Vendor and its authorized representatives, subject to ICSI's reasonable security restrictions. ICSI shall arrange for permission for access to offices of third parties for purposes of carrying out the work to be performed by Vendor under this Agreement.

ICSI shall give access to Vendor or its authorized representative to sources of electrical power, and any other necessary utilities and facilities, including telephone access to Vendor's Network Operations Center or to ICSI's offices which may be required in order for Vendor to provide efficient Service.

16. Installation: ICSI's personnel shall co-operate and support Vendor' representatives, as required, for Equipment installation, problem diagnosis and isolation of faults.

17. Additional ICSI Responsibilities:

- a) Provide for all necessary electricity and UPS systems of required rating for each site;
- b) Furnish all facilities from ICSI equipment to be interconnected with the Network;
- c) Provide access to Supplier personnel during working hours and any subsequent agent to all ICSI Premises;

18. Forfeiture of Security Deposit and Invoking of Bank Guarantee.

- I. ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if Service Provider contravene or breach any of the terms and conditions of this Service Level Agreement (SLA) or if the Service Provider withdraws or amends, impairs or derogates from Work Order / Service Level Agreement (SLA) or fails to execute the work as per the Work Order / Service Level Agreement (SLA) or fails to deliver the satisfactory performance during the period of contract.
- II. ICSI 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.
- III. Whenever under Work Order / Service Level Agreement (SLA) order 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 Institute on demand the remaining amount.

19. Compliances of Law:-

- a) Service Provider shall carry out the Services in strict compliance with all relevant laws and regulations applicable 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 Service Provider, ICSI or any other concerned party.
- b) 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 any law, or regulation, or such permit or license relating to any part of the Services.

20. Payment of Taxes:-

Service Provider shall be responsible for and shall pay all taxes, duties, excises, 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 sales taxes, duties, customs, levies, service tax and any other tax ("taxes") levied on the equipment, supplies and any other item/service supplied by Service Provider. ICSI may withhold from payments due to 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 Service Provider.

21. Intellectual Property Rights

Service Provider shall ensure that it holds all necessary patents, license rights and other proprietary rights required in respect of any device or method used by it while conducting the Services. 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 this obligation.

22. Indemnity

- a) 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 conduct of the Services 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 this agreement and further to pay for all losses, 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 defense of the claim.
- c) The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

23. FORCE MAJEURE

- i. The vendor and ICSI shall not be liable for any failure to perform, any of its obligations under this to tender and Purchase order 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. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-
 - War / hostilities
 - Riot or civil commotion
 - Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
 - Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
- ii. If a Force Majeure situation arises, the vendor is required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the vendor shall continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

24. Confidentiality of Information

- a. The vendor acknowledges that all material and information which has and shall come into its possession or knowledge in connection with this bidding process or the performance of the work order thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI shall all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such

information, and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the vendor, the ICSI shall be indemnified. The vendor agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The vendor shall treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and shall not reveal such information to any other party.

- b. Provided that upon the expiration, cancellation, or termination of this 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.
- c. Vendor shall sign Non-Disclosure Agreement with the ICSI for confidentiality of the data and information/records of the ICSI.

25. Genuine Software

Both parties agree that the software that is required to be used for the purposes as envisaged under this Agreement shall be genuine and registered software and not a pirated version of any nature.

26. TERMINATION

Either party may terminate this Agreement by giving a **Three (3)** 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 **Three (3)** months' notice in writing in case Vendor 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 Vendor or by its staff or agent or in case there are more than **Three (3)** penalties on the Vendor in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Vendor 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 Vendor.

The Vendor 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 shall 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 Vendor.

27. Right to Blacklisting

ICSI reserves the right to blacklist a party / bidder for a suitable period under the following circumstances:

- i. Giving false, misleading or fake information / document in the bid;
- ii. Withdrawing the bid after opening of the Financial Bids;
- iii. Refusal to accept Purchase / Work Order at the quoted prices;
- iv. Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- v. Adoption of any unethical or illegal practices;

- vi. any indiscipline behavior or hooliganism by the bidder or any of its employee(s)
any other justified reason.

EMD of black-listed Bidder shall be forfeited after giving him an opportunity of being heard. The decision of the ICSI shall be the final and binding.

28. Governing Law

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

29. Dispute Resolution:-

Any dispute, difference, controversy or claim ("Dispute") arising between the vendor and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the bidding, work order/agreement/contract, or the breach, termination, effect, validity, interpretation or application of this Tender/bid/ work order/agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized 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 Arbitrator appointed by mutual consent of the parties.. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof as in force shall 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 on parties to the arbitration proceedings.

The parties are not entitled to approach any court of law without resorting to arbitration approach.

30. Independent Contract & Relationship between the Parties

The relationship of Vendor 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 this 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.

That it is expressly understood & agreed between the parties to this agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Vendor directly or indirectly 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 Vendor shall have any right to claim anything against the ICSI.

31. Non-Exclusive Agreement

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

32. Complete / Entire Agreement:

This 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 this 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 this Agreement.

33. 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.

34. Non Waiver:

Failure to exercise by either party of any right under this 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 this 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.

35. Severability

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

36. 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.

37. Notices & Notifications:

All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to this 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.

38. Alteration and Modification:

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

39. Headings:

The headings used in this Agreement are for purposes of convenience only and shall not control the language or meaning of the provision following.

40. 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 Purchase / Work Order
- (4) The Offer / RFP / Tender

41. Jurisdiction of Courts:

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

42. Project Contacts:

ICSI designates Directorate of Information Technology and Vendor designates Shri. _____ as the responsible person representing them for the Installation and Services Start-up Program. These persons shall represent the respective Parties in all aspects of the provision of Services.

43. ARBITRATION

All disputes arising out of at any time, in connection with construction, meaning operation, effect, interpretation or out of the contract or breach thereof this contract are subject to the jurisdiction of Courts in Delhi. In all matters relating to the contract or disputes arising out of this contract shall be referred to the Sole Arbitrator appointed by mutual consent of the parties. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof as in force and the decision of the Arbitrator shall be final and binding on the parties.

44. Other Terms & References:

The authority to take final decision on any issue, which is not resolved between the Project Managers, shall be the Steering Committee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and month and year first written above.

FOR M/s -----.

FOR Institute of Company Secretaries of India

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

NAME:

NAME:

DESIGNATION:

DESIGNATION:

DATE:

DATE:

In presence of

In presence of

- 1.
- 2.

- 1.
- 2.

TENTATIVE FORMAT OF NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into on this _____ day of _____ 2025 by and between THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI) having its head office at: ICSI House, No. 22 Institutional Area, Lodi Road, New Delhi – 110003 (hereby referred to as "**Disclosing Party**") AND

M/s _____ with and address at _____ (hereby referred to as "**Recipient**" or the "**Receiving Party**").

AGREEING TO THE FOLLOWING POINTS
POINT 1

Recipient Party agrees to the following clause:

The confidential information shared, as mentioned above, cannot be shared with any other third party in any circumstances whatsoever. The confidential information is the property of the Disclosing Party and it cannot be used for any other purpose other than the agreed purpose without the consent of the Disclosing Party.

The Recipient hereto is assigned contract of _____ / entered into the Service Level Agreement dated _____ during said contract / agreement, Disclosing Party may share certain confidential information / data pertaining to its Stakeholders with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Any confidential information or proprietary information (i) identified in written or oral format by the Disclosing Party to the Receiving Party to this Agreement with a competitive advantage, including trade secrets, data and know-how, copyrightable materials, timetables, and stakeholders lists as related to the products and services (current and prospective) of each of the parties.(ii) or the Receiving Party knows or has reason to know the disclosed information is confidential, or proprietary information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as Stakeholders secrets

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party.

The Receiving Party agrees to hold in confidence and trust and to maintain as confidential all Confidential Information of Disclosing Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated assignment / contractual relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential; and (d) shall not use or disclose, directly or indirectly, the Confidential Information, or any information derived there from, to any third person without prior written approval from the Disclosing Party. The Receiving Party shall be responsible for any breach of this Agreement by any of its representatives, Employees, Staff and Agent.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated assignment / contractual relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. The parties agree that all Confidential Information shall be and remain the sole property of the Disclosing Party. The Disclosing Party shall be the sole owner of all rights, and other proprietary rights in connection therewith and that no license is granted, assigned or implied to be granted to Receiving Party hereby. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing clauses to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect perpetually. Notwithstanding the termination or expiration of the Agreement, the obligations of the Receiving Party not to disclose any Confidential Information to third party pursuant to this Agreement shall remain in effect perpetually.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that without prejudice to any other legal rights the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the assignment / agreement executed between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Arbitration:-

In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, it shall be referred for mutual resolution amicably, if for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration proceedings.

- The place of the arbitration shall be at The ICSI, 22, Institutional Area, Lodi Road, New Delhi.
- The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- The proceedings of arbitration shall be in English language.
- The parties are not entitled to approach any court of law without resorting to arbitration approach.
- The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

In case of any dispute, difference, claims and demands arising in relation or pursuant or touching to the meaning or interpretation of this agreement, the authorized official of the Disclosing Party will address the disputes/differences for mutual resolution and failing which the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties. 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 ICSI HOUSE, 22, Institutional Area, Lodi Road, New Delhi. All disputes arising out of this tender are subject to the jurisdiction of Courts in New Delhi.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the applicable laws of land.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and in the case of mailing, on the seventh business day following such mailing.

(e) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI)

Address :

Authorized Signatory : _____

Receiving Party

(To be on the non-judicial stamp paper of an appropriate value)

INDEMNITY BOND

This Indemnity Bond is made by M/s. _____ through its Authorized representative Shri _____ (hereinafter referred to as the 'Executant') S/o Shri _____ R/o _____ in favour of the Institute of Company Secretaries of India (ICSI), ICSI House, 22, Institutional Area, Lodi Road, New Delhi – 110 003.

And whereas the Executant have been awarded the Tender vide Letter of Intent dated _____ for providing Supply, Installation & Commissioning of Biometric Machine along with requisite software(s) at various locations at The ICSI Offices and its consolidation in Oracle ERP.

Now therefore, it is hereby agreed between the parties that:

The Executant shall bear all the necessary expenses which he may incur while complying with the terms & conditions of the Tender and all the rules-regulations and directions of the ICSI.

The Executant shall indemnify and keep at all times indemnified to the ICSI, against all the risks, losses, claims, damages, accidents, penalties, court/police cases, on account of providing manpower services.

In witness whereof this Indemnity Bond is made at _____ on this _____ day of, by the Executant in the presence of the following witnesses.

EXECUTANT

Witnesses:

- 1.
- 2.