



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

**Expression of Interest (EOI) are invited from bidders  
For**

**Procurement / Supply and implementation of Tally, GST and other software  
Accounting software for rendering professional services by the members of the ICSI  
i.e., Company Secretaries to their clients**

<b>Important Date &amp; Information</b>		
1	EOI Publish Date	4 <sup>th</sup> August, 2017
2	Last date and time for Sending Pre-Bid Queries in written	August 9, 2017 by 5:00 PM
3	Pre-Bid Meeting	August 10, 2017 at 11:00 AM Venue: C – 36 (4 <sup>th</sup> Floor), Sector 62, Noida-201309
4	Bid Validity	90 Days
5	Last Date of Submission of Bids	21 <sup>st</sup> August, 2017 3:00 PM
6	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C-36, (III <sup>rd</sup> Floor: Tender Box), Institutional Area, Sector-62, Noida - 201309
7	Venue, Date and time of opening of Technical Bids.	Address as above. Date 22 <sup>nd</sup> August, 2017 11:00 AM
8	Date and time of opening of commercial bids.	Will be intimated in due course to technically short listed vendors only
9	Contact details	Dr. Nikhat Khan, Director, ICSI Tel: 0120-452 2151 E-mail: <a href="mailto:nikhat.khan@icsi.edu">nikhat.khan@icsi.edu</a>
10	Institute Website	<a href="http://www.icsi.edu">www.icsi.edu</a>

### **Statement of Confidentiality**

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



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## 1. INTRODUCTION:

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its Headquarters is located at "ICSI House" 22 Institutional Area Lodi Road New Delhi-110 003.

ICSI invites expression of interest from bidders' for providing the **Tally, GST and other software Accounting software** for rendering professional services by the members of the ICSI i.e., Company Secretaries to their clients.

Sealed EOI are invited by the Institute of Company Secretaries of India (ICSI), located at "ICSI House", C – 36, Sector 62, Noida - 201309 for "**Procurement / Supply and implementation of Tally Accounting software for rendering professional services by the members of the ICSI i.e., Company Secretaries to their clients.**". The terms and conditions governing the EOI are as under:

1. The EOI document can be downloaded from the website of the ICSI ([www.icsi.edu](http://www.icsi.edu)).
2. EOI offer (**Hard Copy along with electronic copy on a CD-ROM/USB Drive**) should be submitted in **two separate sealed covers**. First cover containing, "**TECHNICAL BID**", should provide only technical details as per the requirements in this EOI along with literature, pamphlets, drawing etc. Second cover containing, "**COMMERCIAL BID**" should provide only Price. **Both the covers should first be sealed separately**, and then both the covers should be kept **in a single sealed bigger envelop**.
3. The sealed EOI are to be submitted in prescribed format on business letter head duly stamped, dated and signed on each page of the EOI as unconditional acceptance to the terms prescribed by the ICSI therein. Details/supporting documents wherever applicable, if attached with the bid should be fully authenticated by the Bidder/s.
4. The sealed Expression of Interest duly superscribed, "**EOI for Procurement / Supply and implementation of Tally, GST and other software Accounting software** for rendering professional services by the members of the ICSI i.e., Company Secretaries to their clients.", should be addressed by name to Secretary and sent at the ICSI's address given below either by registered post/speed post/or by dropping in the tender box placed at IIIrd floor of ICSI's Headquarter & should reach on or before

Address:

Secretary  
The Institute of Company Secretaries of India  
ICSI House, (**IIIrd Floor: Tender Box**)  
C-36, Sector-62,  
Noida-201309 (U.P.)

The ICSI will not be responsible for any postal delays. Bid/Application received after the stipulated date and time shall not be entertained. Bid/Application through e-mail is not valid. The ICSI reserves the right to accept or reject any or all the applications without assigning any reasons, whatsoever.

## **2. SCOPE OF SERVICES**

Recognizing the need to cater to the increasing number of members who are using IT enabled tools while rendering professional services to their clients, the ICSI invites expression of interest for supply of accounting softwares such as **Tally, GST and other software Accounting software** for the members of ICSI. The terms & conditions for providing the supply of accounting software are as under:

1. The Directorate of PD PP and Studies will be involved to evaluate the software of the firms and their conformity with the profession of Company Secretaryship. The selection of the firms and software will be done by a Committee formed by the Secretary/President of the ICSI.
2. The ICSI shall not bear any financial or other cost for providing the softwares to its members.
3. The software will be provided to the members of ICSI at discounted rates.
4. The Administrative Charges shall be 5% per sale consideration to be paid to ICSI.
5. Every vendor shall upload on its webpage the detailed contents of the offering.
6. This shall be the duty of every vendor to provide support services in such a manner that running of the software is ensured at all times.
7. The ICSI shall enter into separate agreement with each selected vendor (each vendor may provide one or more softwares) for providing software at discounted rates to member of the Institute. The Agreement would include an Exit Clause.
8. The vendors would provide at least one week trial version before purchase of the software.

## **3. ELIGIBILITY CRITERIA**

1. The bidder should be the manufacturer (OEM) or Authorized Reseller/Partner for Tally Products.
- 2.
3. The Bidder/Applicant shall be a company incorporated, registered under the Indian the Companies Act, 2013 or any previous company law, or by a competent authority in case of foreign Bidder/Applicant companies.

4. The Bidder/Applicant 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 in any country.
5. The Bidder/Applicant shall have a minimum audited annual turnover of **INR 50 lakhs** or equivalent each year during last 3 financial years.
6. Bidder/Applicant shall have executed similar projects in a reputed Institute/organization with at **least three project implementations in last three years in India.**
7. The Bidder/Applicant should not have been black-listed by central/ state governments/ PSUs.
8. Experience & turnover of 100% owned subsidiaries can be considered for the purpose of eligibility conditions. However, subsidiary is not allowed to claim experience & turnover of its holding/ parent company.

#### **4. DOCUMENTS ESTABLISHING BIDDER/APPLICANT'S ELIGIBILITY:**

The following documents are required to be submitted along with the EOI. Non-submission of any documents or submission of incomplete, misleading or false information may render the bidder liable for summarily rejection or cancellation of its EOI.

1. A copy of Certificate of Incorporation from Registrar of Companies or from competent authority in case of foreign companies, signed by the Company Secretary / authorized signatory of the Bidder/Applicant company.
2. Copy of Articles of Association and Memorandum of Association.
3. Latest audited Annual Report of the Company for last three financial years, i.e., Year 2015-16, 2014-15 and 2013-14.
4. Board resolution in favour of the Authorized Signatory including attestation of the signatures of the Authorized Signatory by the company's bankers.
5. Certificate regarding Bidder/Applicant Company not being bankrupt/ insolvent from statutory Chartered Accountant/ Company Secretary of Bidder Company.
6. Experience / Implementation Certificate from at least three separate companies wherein the Bidder/Applicant has provided services of similar nature.
7. List of Directors on the Board of the Company with their address(es), contact telephone numbers, email id etc.

#### **5. Evaluation of Technical Proposals**

- a. Proposals which are not supported by adequate proof / Supplementary documents will not be evaluated.

- b. The Evaluation Committee shall evaluate the Technical Proposals only for those bidders who satisfy the eligibility criteria. The Technical proposals which are unsigned and incomplete shall not be evaluated. The technical proposals will be evaluated on the basis of their responses; evaluations will be based on documentary evidence submitted by the bidder with respect to selection criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the EOI.
- c. During the process of evaluation of the technical proposal, the bidder might be required to make presentation on its Proposal covering Experience/Technical Proposal including Understanding about the project, Implementation Methodology, Team Composition, Work Schedule, and Activity Schedule, arrange client interactions / visits. In case presentation is required, the date and time of the presentation / interactions will be intimated individually.

## 6. GENERAL CONDITIONS

1. The vendor must be a reputed service provider.
2. Rate / price quoted in the Commercial **Bid** shall be inclusive of all statutory levies, taxes, fee, rate, charges, surcharges etc. No component of cost would be paid unless the same is included specifically in the quotations.
3. All the pages should have page no. and authenticated by authorized Person
4. The ICSI will then establish a shortlist and invite interested companies figuring on this list to participate in further discussion about the project in due course.
5. The Bidders/Applicants are advised to study the requirements of the ICSI in details before submitting their application/bid and the presentation. The Bidders/Applicants may also submit the commercial formats on the basis of which they wish to take up the job.

## 6. AMENDMENT OF EOI DOCUMENTS

- a) At any time, prior to the date of submission of bids, ICSI may, for any reason, at its own initiative modify EOI document by amendments.
  - b) The amendments shall be notified on ICSI's web site, i.e. at <https://www.icsi.edu> and these amendments will be binding on all the Bidders/Applicants.
  - c) In order to afford prospective Bidders/Applicants a reasonable time to take the amendment into account in preparing their bids, ICSI, at its discretion, may extend the deadline for the submission of bids suitably.
7. Bid shall remain valid for 90 days from the last date for submission of EOI. A bid valid for a shorter period shall be rejected.
  8. The ICSI may at any time during the bidding process but before opening the technical/commercial bid request the Bidders to submit revised Technical / Commercial Bid and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

9. Incomplete bids shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the EOI documents and if any such alterations are made or any special condition is attached, the bid is liable to be rejected at the discretion of the ICSI without reference to the bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.
10. This EOI does not commit the ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award of Contract /Work. The bidder shall bear all costs associated with the preparation and submission of its bid, and the ICSI will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.
11. The last date for receipt of sealed EOI in the ICSI and opening of bids is mentioned on the first page of the document. No separate communication will be issued in this regard. Bids will be opened in the presence of the intending vendors or their authorized representatives, who wish to be present. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the EOI will be the following working day at the appointed date, time & venue.
12. Site for delivery of services will be the location of the person purchasing the software.
13. The vendors shall be invited for a presentation of their solution subsequently.
14. 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 and decision of the ICSI shall be final. In such case(s) the Financial Bid shall not be opened for that particular bidder.
15. Submission of Proposal/Bid by way of e-mail is not acceptable.
16. ICSI reserves the right of accepting the EOI in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the EOI shall not violate the terms and conditions of the contract and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
17. The acceptance of EOI shall rest with the ICSI. ICSI does not bind itself to accept the lowest bidder and reserves to 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. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.

## **18. FORCEMAJEURE**

Notwithstanding anything else contained in this EOI, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war declared and undeclared) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the ongoing circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement and by law).

## **19. CONFIDENTIALITY**

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

## **20. ARBITRATION**

In case of any dispute, difference, claim and demands arising under or pursuant to or touching or in relation to this EOI, the authorized official of the ICSI and the Bidder shall address the same for mutual resolution, failing which the matter shall be referred for the arbitration to the sole Arbitrator to be appointed by the ICSI. The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The cost of the Arbitration proceedings shall be shared equally by both the parties. The award of the sole arbitrator shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Delhi. All disputes arising out of this EOI are subject to the jurisdiction of Courts in New Delhi.

For any details / clarifications, Dr. Nikhat Khan, Director, ICSI (0120-452 2151) E-mail: [nikhat.khan@icsi.edu](mailto:nikhat.khan@icsi.edu) may be contacted.

Date: 4<sup>th</sup> August, 2017

**A.K Srivastava**  
**Director (Admin. & Purchase)**



**Part 'A' TECHNICAL BID**

S. No.	Particulars.	Response
1	Name and complete address of the Company	
2	Tele/Fax/E-mail/Cell No. Of the company	
3	Detail of Contact Persons authorized by the company to execute documents on its behalf, with ICSI (Designation, Tel, E-Mail)	
4	Details of registered office, if any along with contact person's name and Contact detail (Tel / Mobile & E-Mail)	
5	Income-tax registration number along with documentary evidence	
6	A) GST registration number along with documentary evidence B) Please also specify if you are registered with appropriate Authority under Works Contract Act, 1999. (Please provide details)	
7	List of clients to whom services (as per this EOI) in last 2 year provided with details of company, value of business, concerned person name & his telephone no. (Please attach full details)	
8	Current similar assignments on hand, if any	
9	Turnover in last three financial years, i.e. Year 2016-2017,2015-2016 and 2014-15.	
10	Paid up capital of the firm.	
11	Details of man power for execution of services	

## Part 'B' COMMERCIAL BID

Rates Quoted should be Net Unit Rate (Unit Price + taxes + Cartage, if any) in the INR

Sno	Activity	Cost	GST	Other Charges	Total Cost
1	One Time Cost for ICSI				
2	One time Cost for the members				
3	Cost of Annual subscription to ICSI				
4	Cost of Annual subscription to members				
5	Specify entity other than above				
	Total (In Figures)				
	Total (In Words)				

### Declaration

The bidder should declare that:

- a. He has read and understood the terms and conditions given in the Tender Document;
- b. He is eligible for award of the contract as per the qualification criteria mentioned in the Tender Document;
- c. He accepts and agrees to all the terms and conditions of the Tender;
- d. He shall comply with all the terms and conditions of the Tender;
- e. All the information / documents provided in his bid are true to the best of his knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then his Bid / Purchase Order shall be cancelled at his cost and risk and he shall indemnify the ICSI for the loss caused due to the cancellation and he shall be liable for penal / legal action including black listing.
- f. He understands that the ICSI reserves the right to cancel the Tender at any stage or to cancel / reject any one or more bid without incurring any liability.

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

Place: SIGNATURE OF THE APPLICANT

Date: NAME & DESIGNATION SEAL OF ORGANISATION

**Draft Standard terms and condition of Agreement**

***Forfeiture of Security Deposit and Invoking of Bank Guarantee***

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

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

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

***Compliances of Law***

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

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

***Payment of Taxes***

*The Service Provider shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may*

*withhold from payments due to the Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider.*

### **Intellectual Property Rights**

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

### **Genuine Software**

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

### **Indemnity**

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

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

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

### **FORCE MAJEURE**

*The Parties shall not be liable for any failure to perform, any of its obligations under the Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as*

*the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.*

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

### **Confidentiality of Information**

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

*b. Any software / hardware material, product specifications, financial information, documents covered under Agreement shall be confidential information and deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the ICSI.*

*c. Provided that upon the expiration, cancellation, or termination of Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.*

### **Blacklisting**

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

### **Governing Law**

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

**Dispute Resolution:**

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

**Independent Agreement & Relationship between the Parties**

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

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

**Non-Exclusive Agreement**

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

**Complete / Entire Agreement:**

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

**Non Waiver:**

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

**Representations and Warranties**

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

**Severability**

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

**Assignment & Sub-Letting**

*Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.*

**Notices & Notifications:**

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

**Alteration and Modification**

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

**TERMINATION**

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

*The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving \_\_\_\_\_ days' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness,*

*inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent.*

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

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

**Precedence:**

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

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

**Jurisdiction of Courts:**

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