

**Intelligent Communication Systems India Ltd. (ICSIL)**  
(Joint Venture of TCIL – A Govt. of India Enterprise & DSIIIDC – An Undertaking of Delhi Govt.)  
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**TENDER NO.-F(1)/ICSIL/INDS-RFS/SW/2012-13, DATED : 22nd MARCH 2012**

Sealed quotations are invited from various IT firms /companies having relevant expertise, experience and technical knowhow for development and implementation of web based software application, scanning, digitization and data entry of records of registrar of firms and societies under department of Industries, Govt. of NCT of Delhi. Tender document containing terms & conditions can be downloaded from ICSIL's website <http://www.icsil.in> up to 04/04/2012 by 2:30 PM. Last date for submission of tender is 04/04/2012 **by 3:30 PM**. ICSIL reserves the right to reject the whole or any part of the tender without assigning any reason.

( Deepak Virmani)  
ED,ICSIL

**Request for Proposal (RFP)**  
**for**  
**Development & Implementation of Web Based Software,**  
**Scanning and Digitisation of records including Data Entry of**  
**Records**  
**For**  
**Department of Industries**  
**Firms & Societies Management Information System**

## **TENDER DOCUMENT**

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### **Tender Timeline are as under :-**

- i. Downloading of Tender Document from ICSIL's website : Up to 02/04/12 by 02:30 pm
- ii. Submission of Tender Document to ICSIL : Up to 02/04/12 by 03:30 pm
- iii. The bid shall be addressed and submitted to :

*The Managing Director  
Intelligent Communication Systems Indian Limited  
2<sup>nd</sup> Floor (Above Post Office)  
Administrative Building  
Okhla Industrial Estate, Phase III  
New Delhi – 110 020*

- iv. The service provider shall submit Earnest Money Deposit (EMD) and Tender Processing Fee as under :
  - a. A demand draft of Rs. 5,000/- (Rs. Five Thousand only) towards the Tender Processing fee and Rs. 1,00,000 (Rs. One Lakh) towards EMD, from a scheduled commercial bank, drawn in favour of ICSIL payable at New Delhi. Tender Processing fee is non-refundable.
  - b. The EMD of unsuccessful service providers shall be returned without interest after finalization of the tender. However, the successful service provider shall have to deposit performance guarantee equal to 10% of the total project cost in the form of bank guarantee from a nationalized bank valid for 18 months from the date of submission of the bid.
- v. Forfeiture of Earnest Money Deposit/Security Deposit.

- a. The Earnest Money Deposit shall be forfeited if a Service provider Withdraws the bid during the period of bid validity and/or furnishes wrong information. In case of the successful Service provider, if the service provider fails to sign the contract within the stipulated time and fails to submit performance guarantee in time. The service provider fails to fulfil/discontinue the assigned work the performance guarantee will be forfeited.
- vi. Validity of the bids shall be 180 days from the date of submission of bid.

vii. **Submission Of Bids/Tender Documents:**

- a) The sealed tenders should be submitted with superscription “**ICSIL TENDER DATED 23.03.2012 for Registrar Firms and Societies**”. Tender Processing fee, EMD and technical proposal containing qualifying criteria etc should be submitted in the Technical Bid in one sealed cover super scribing “Technical Bid”. Financial Bid should not be submitted in the Technical Bid Document.
- b) The sealed tenders for commercial bid should be submitted in a separate cover with superscription “**ICSIL TENDER DATED 23.03.2012 for development and implementation of web based software application, scanning, digitization and data entry of records of registrar of firms and societies-commercial Bid**”.
- c) Cover containing Technical Bid and Commercial Bid should be submitted in one sealed cover.

**Background**

This proposal is for development and Implementation of Web based Software, Scanning and Digitization including Data Entry of Records of office of the Registrar of Firms and Societies registered under Society Registration Act, 1860.

**Functions :**

- i. Registration of Societies:- Educational, cultural, scientific, trust & social welfare etc under SOCIETIES REGISTRATION Act 1860
- ii. Amendment in the memorandum, rules & regulation of the registered Society
- iii. Receiving various correspondence mainly list of Governing Body filed on annual basis.

**1. Registration of Societies under Societies Registration Act 1860: The documents required by the said Dept. are as under :**

- i. Request letter to register a society under SOCIETIES REGISTRATION Act 1860.
- ii. Two sets of memorandum of Association including List of Proposed governing body & list of Desires Persons (founder members of the society) - All pages to be signed by atleast seven members. Desirous persons or the person subscribing the names of the memorandum should not be (in any case) less than seven. If it is proposed to give all India character to the society there must be minimum of eight different persons from different States of Indian Union to the memorandum.
- iii. Two sets of Rules & Regulations framed for the functioning of the society.
- iv. Affidavits (on ten rupees stamp paper from President/Secretary society regarding the name/ title of the society).
- v. Copy of residence proof of all desirous persons.
- vi. Proof of ownership of the registered office of the society and no objection certificate (on ten rupees stamp paper) .
- vii. A copy of the report of the proceedings of the General meeting at which the registration of the Society was resolved.

**2. Name of the society**

As per the Society Registration Act 1860 similar & resemblance of name with existing registered society is not permitted. The Name proposed should not suggest or be calculated to suggest the patronage of the Government of India or the Government of State or connection with any legal authority under any law for the time being in force.

The Name of the Society should also not attract the provisions of Emblem and Names (PIU) Act of 1950.

**3. Registration Fees**

After approval for registration, a fee of Rs 50/- in cash is charged.

**4. Certified Copy**

For certified copy of MOA & RR for a registered society a fees of Rs.1/- per page will be charged. Application to this effect should contain the

Name, Reg. No and must be signed by the General secretary or the President of the society.

### **5. Annual Report of the Society**

As per the section 4 of the Society Registration Act 1860, it is mandatory for the society to file its annual report along with list of office bearers/ governing body members to the Registrar of Society.

### **6. Amendment in rule & regulation and memorandum of the Society registered under the act**

The registered society can make amendment in its rules & regulation as well as in Memorandum of the society by submitting the application with the signature of the General Secretary or President. The amendment shall be approved by the Registrar of Society.

### **7. Procedure for amendment**

- i. The Governing Body should send a proposal to all the members of the Society in writing or printed form intimating the existing provisions proposed to be amended.
- ii. The society should give a 10 days notice to the members for holding a special General Body Meeting which should be duly received by all the members.
- iii. The notice to all the members as per latest membership register should be sent by special messenger or by registered post.
- iv. The general body should pass the resolution by three fifth majority of the members of the society and should be recorded. (unless a different ratio is provided in Society Rules)
- v. In the subsequent general body meeting, the resolution of the previous

### **8. Documents required with application of the amendment.**

- i. Minutes Book of the Governing Body/Managing Committee.
- ii. Proof of service of agenda/notice to the members of the Governing/General Body.
- iii. Minutes Book of the General Body.
- iv. Membership Register.

- v. The Proposal which has been adopted by the General Body Meeting
- vi. An affidavit to the effect by the Secretary and the Chairman of the society that the provision of the section 12 of the S.R. Act. 1860 have been complied with in the letter and spirit and also that there is no dispute in the Society.
- vii. Comparative Statement of existing provisions and amended provisions.

### **9. Registration of Partnership Firm**

Registration of Partnership firm under Indian Partnership Act, 1932

#### **Documents required:**

1. Form No 1 as prescribed
  - Download Form no 1
  - Download specimen of Affidavit

**Form No. 1**

Rule 4 (II)

Filing Fee Rs. 3/-  
(Affix Court fee Stamp).**THE INDIAN PARTNERSHIP ACT, 1932**

Application for Registration of Firm by the Name

Presented of forward to the registrar of Firm and for filing by

We, the undersigned being the partners of the \*Firm,  
hereby apply for registration of the said firm and for that purpose supply the following particulars

in pursuance of section 58 of the Indian Partnership Act, 1932.

The firm name*		
Places of Business	(a) Principal Place	
	(b) Other Places.	
Name of partners in full	Date of joining the firm	Permanent address in full

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

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 Duration of the firm
 

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 Station
 

---

 Date
 

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Signature of all partners of their specially  
authorised agents.

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(\*) Here enter name of firm.

If any partner is a minor the fact whether he is entitled to the benefit of partnership should be set out herein.

P.T.O.

I, \_\_\_\_\_ son of \_\_\_\_\_ years of  
age of \_\_\_\_\_ religion do hereby declare that the above  
statement is true and correct to the best of my knowledge and belief.  
Date \_\_\_\_\_ Signature \_\_\_\_\_

Witness.

I, \_\_\_\_\_ son of \_\_\_\_\_ years of  
age of \_\_\_\_\_ religion do hereby declare that the above  
statement is true and correct to the best of my knowledge and belief.  
Date \_\_\_\_\_ Signature \_\_\_\_\_

Witness.

I, \_\_\_\_\_ son of \_\_\_\_\_ years of  
age of \_\_\_\_\_ religion do hereby declare that the above  
statement is true and correct to the best of my knowledge and belief.  
Date \_\_\_\_\_ Signature \_\_\_\_\_

Witness.

I, \_\_\_\_\_ son of \_\_\_\_\_ years of  
age of \_\_\_\_\_ religion do hereby declare that the above  
statement is true and correct to the best of my knowledge and belief.  
Date \_\_\_\_\_ Signature \_\_\_\_\_

Witness.

I, \_\_\_\_\_ son of \_\_\_\_\_ years of  
age of \_\_\_\_\_ religion do hereby declare that the above  
statement is true and correct to the best of my knowledge and belief.  
Date \_\_\_\_\_ Signature \_\_\_\_\_

Witness.

I, \_\_\_\_\_ son of \_\_\_\_\_ years of  
age of \_\_\_\_\_ religion do hereby declare that the above  
statement is true and correct to the best of my knowledge and belief.  
Date \_\_\_\_\_ Signature \_\_\_\_\_

Witness.

N.B :- This form must be signed by all partners or their agents specially authorised in this behalf in the presence of a witness who must be either Gazetted Officer, Advocate, Vakil, Magistrate or Registered Accountant.

**AFFIDAVIT**

Affidavit of all the undersigned on solemnly affirmation and declaration :

3. We, the undersigned are the equal shares holder of land area measuring \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ situated at the revenue estate of \_\_\_\_\_  
\_\_\_\_\_.
4. That we have no objection if the permit for qurejing Jamuna and is granted in the name of  
\_\_\_\_\_ son of \_\_\_\_\_,  
Resident of \_\_\_\_\_ by the concerned  
authority who has also the equal shares in the aforementioned lands.

Deponent.

Verification :-

Verified at Delhi on this \_\_\_\_ day of \_\_\_\_\_ 199\_ , that the contents of the above affidavit  
all true and correct and nothing has been concealed therefrom.

Deponent.

- ii) Attested Copy of the partnership deed one set
- iii) Ownership prove of principal place of business

2. Attested Copy of the partnership deed one set
3. Ownership proof of principal place of business

### 10. Amendment in the Registered Partnership Firm

The following forms as prescribed under I.P. Act 1932 accepted for various amendments in original Form-A and Form-C.

<b>S. No.</b>	<b>Form No.</b>	<b>Purpose</b>
1	<u>Form No. II</u>	For change of principle place of business & change in the name of the firm.
2	<u>Form No. III</u>	For change of the other then principle place of business.
3	<u>Form No. IV</u>	For change of name of the partners & permanent address of the partners.
4	<u>Form No. V</u>	For change of constitution of forms & addition or retirement of partner.
5	<u>Form No. VI</u>	For dissolution of the firm
6	<u>Form No. VII</u>	For minor partner attains the age of majority.

<p><b>Form No. II</b>  <b>Rule 4 (iii)</b>  <b>Notice of Alteration in the Name of the Firm / Location of the Principal Place of Business thereof.</b>  <b>(see Section 60)</b></p> <p><b>The Indian Partnership Act, 1932</b></p>
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To

The Registrar of Firms

Notice is hereby given pursuant to Section 60 of the INDIAN PARTNERSHIP ACT, 1932 of the following alteration in the \*Name of the firm / Location of the Principal place of business.

Date of Alteration	Name of the Firm		Principal place of Business	
	Former Name	Present Name	Former Address	Present Address

Witness or witnesses attesting  
the signature Verification

Signature of all the  
partners of the firm

Date:

We, \_\_\_\_\_ the partners of the firm do hereby declare that the foregoing statement is true to our knowledge and belief.

Witness or witnesses attesting  
the signature

Signature of all the  
partners of the firm

Date\_\_\_\_\_

\*Strike out of the portion which does not apply

**N.B.:-This form must be signed by all partners or their agents specially authorized in this behalf in the presence of a witness who must be either Gazetted Officer, Advocate, Attorney, Vakil, Magistrate or Registered Accountant.**

Form No. V

Form No. VII  
[Section 63(2) & Rule (vii)]

**Notice of withdrawal or remaining in a partnership to be given by a  
minor on attaining majority**

**THE INDIAN PARTNERSHIP ACT, 1932.**

Presented for filling by \_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_ of

\_\_\_\_\_

having been admitted to the benefits of partnership in the firm \_\_\_\_\_

\_\_\_\_\_ having its principal place of business

at \_\_\_\_\_ hereby give notice

that I have attained majority and have elect *to become and have not become /*

*not to become and have not become* partner of the said firm with effect from

\_\_\_\_\_.

Verified \_\_\_\_\_

Date \_\_\_\_\_

Signature of Electing Persons (or of person acting  
as an authorized Agent of Electing Person)

### **11. Scope of Work of Service providers :-**

- i. Department of Industries has approximately 70,000 Societies & 1,50,000 Firms registered with them as of date.
- ii. There is a file which is maintained for each of Society & Firm and records are updated in these files.
- iii. As per the latest Notification, the registration of Society & Firms process has been decentralised to 9 Districts and new registrations etc are done at the district level. Sub Divisional Magistrate of these Districts are responsible for approval of the registration.
- iv. Since there is no centralised data base available for the Societies & Firms, it is becoming extremely difficult to detect duplication and availability of records and the process of registration is also taking longer time because NOC has to be received manually from all 9 district before any registration.
- v. The earlier record is available with Department of Industries which the Dept. intends to distribute to the district offices for further processing etc.
- vi. Keeping all the concerns and issues, the Department of Industries is looking forward to the following activities, to be performed by the selected service provider:-
  - a) Digitisation of all Society & Firms files available with them at Head Quarters approximately 70,000 for Societies & 1,50,000 for Firms.
  - b) Meta Data Entry of these digitised records for quick search and retrieval at document level per society and per firm.
  - c) Development of web based application software for Management of Society & Firms records, provision for updation of records and approval of names for registration based on check for duplicity etc. This application will be used by the district offices for ongoing registrations. The Application will be used both for online registration and web based intranet application.
  - d) Web based application should also be used for online filing and online registration of societies & firms with work flow software for necessary approvals.
  - e) Web-based Enterprise Document Management System for unlimited user (License fee to be included in the quoted price) will be used at the back-end to manage digitised documents and workflow.

## **12. Scanning, Digitization and Data Entry Requirement**

### **A. Scanning of the Records**

- i. Receiving of the files to be digitised.
  - ii. Removal of dust etc from the files
  - iii. Preparing of files for scanning purposes, by taking the individual pages from the file which needs to be digitised as identified by the department and marked for digitization.
  - iv. Removal of tags, small pins, putting tapes at the torn papers etc
  - v. Scanning of the pages and storing the data in digitised form
  - vi. Enhancing the Image scanned and removal of noise from the scanned imaged.
  - vii. Putting the scanned documents back in the files in the sequence as defined by the department.
  - viii. Segregating files in various shelves, according to the Districts for distribution of them to District offices from files mechanism to segregate needs to be developed.
  - ix. Metadata indexing at the document level to be decided by the Department, during the System Requirement Study (SRS). Metadata indexing is extremely important aspect for retrieval of scanned documents
- B. These requirements have been categorized into Key Requirements, Technical Requirements, Maintenance/Warranty Requirements and Training Requirements.

### **Key Requirements**

- i. Web based interface
- ii. Authentication
- iii. User Management
- iv. Role based access
- v. Recording and Tracking of each and every activity
- vi. Generation of Email Alerts
- vii. Generation of SMS Alerts
- viii. Generation of various MIS reports
- ix. Online filing & Registration Module
- x. Complete backend work flow based computerisation of department for Firms and Society registration.

## **13. Technical Requirements**

- i. The software should be completely Web based developed in open source with complete functionality of registering online and

recording all the amendments etc through complete workflow based process.

- ii. The software will have Security Mechanism to safeguards against the possibility of inadvertent or deliberate access or Tampering of data.

#### **14.Maintenance/Warranty Requirements**

- i. Maintenance and updating of software as per user requirements for a period of 1 year after implementation and acceptance by the Department.
- ii. During maintenance/warranty period, the Firm/Company shall be responsible to remove bugs in the software, development of new software so as to generate day to day reports as and when required by the department.

#### **15.Training Requirements:**

- i. Operational training to the officials of user departments (Department of Industries & District Users) to enable them to use the application software efficiently and effectively.
- ii. Preparation of user manuals, training materials, Software documentation.

#### **16. Scanning, Digitisation & Data Entry**

- i. The present location of the project is Udyog Sadan, Patparganj Indl. Area, Delhi and all the activities will have to be undertaken at the site. In case of change of location/site, the vendor would have to carry out the work at new site. No cost towards shifting of equipment will be compensated by the **Department and will be borne by the service provider.**
- ii. Service provider will have to bring in his complete infrastructure, software, hardware, scanners, manpower etc. at his cost for completing the project in time.
- iii. The Vendor will ensure that the documents/pages are scanned in proper method. The complete process flow would include the following daily activities:
  - a) Receiving the files, to be scanned, from Department of Industries.
  - b) Checking and physically verifying the documents by project supervisor.
  - c) Entering the file details in inventory and tracking system.
  - d) Unbinding each file.

- e) Sorting of documents into batches, physical preparation of documents (De-filing, de-stapling, creasing etc.)
- f) Segregating and categorizing the documents on the basis of nature and document types
- g) Quality checking and post processing of the scanned images.
- h) Indexing or Entering the Meta data for each document type.
- i) Quality Control of the Meta data for each document type.
- j) Archiving and uploading the final images and index with Meta data into the main database in server.
- k) Re-filing the documents / pages as per the given order/sequence.
- l) Handing over the documents to Department of Industries and updating the inventory system.
- m) Taking backup of the complete database.
- n) Creating CDs/DVDs (in duplicate) of the final data.
- iv) Image capture would be done in Grey Scale/Black & White (1 bit) mode with loss less compression (CCITT GR4) in 200 DPI.
- v) Quality control process would include the following activities:
  - a) Checking clarity of the images
  - b) Checking for missing, inverted, tilted images, if any.
  - c) Images are scanned in specified mode.
  - d) Cleaning of black patches on images, if any.
  - e) Skew ness
  - f) Association of images with the document type.
  - g) Any other parameter that may be required to ensure a legible image.

- vi) After indexing, Quality checking of the Meta data would be done in the next process.
- Vii) After completion, the images and index (including Meta data) would be finally archived into Web based System.
- viii) Backup of the final data would be taken into CD/DVDs (in duplicate) regular basis.
- ix) CD/DVD of containing the images and metadata relating to the project would be created in duplicate to be arranged by the service provider.
- x) It is expected to complete the project in approx. 45 days from the date of commencement of operations.

**17. Payment terms:**

- i. Payment to company/Firm shall be released after satisfactory completion of entire work. A certificate to this effect shall be obtained by the service provider from the client department in order to facilitate release of payment.
- ii. No advance payment shall be made.
- iii. Bills in triplicate shall be raised by the service provider for the work satisfactory completed by him and certified by the client department.
- iv. The payment to the service provider shall be released on actual basis. Complete item wise details of the work satisfactory completed by it should be certified by the client department and submitted.

**18. Penalties:**

- i. For any delay on the part of service provider for non-completion of entire work within 60 days of the award of the work order, shall attract a penalty of Rs.10,000/- per week subject to a cap of 20% of the value of L1 bidder. The penalty will be deducted from the bills raised by the service provider.

**19. Qualification Criteria:**

Following is the qualifying criteria and the Service providers must submit proof for each of the following:

- i. The company/Firm should be ISO 9001: 2008 Certified or above. Should be in existence for last 10 years i.e. from April 2001 onwards.

- ii. Annual turnover of the company/firm should be more than Rs.5 Crore in each for the last three financial years i.e. for 2008-2009, 2009-2010, 2010-2011.
- iii. Company/firm should be profit making in last three financial years. CA certificate to be attached for confirming the same.
- iv. Company/firm should have executed two similar projects for web based application development and digitization in Government department/PSU/Corporation in India of at least two Orders worth two crores each or at least four orders worth one crore each. Work order or satisfactory report may be submitted for two such similar projects.
- v. The firm/company should have executed at least one single order for digitization of 25 Lacs documents in India. Documentary proof to be submitted.
- vi. Company should have executed at least one software development project for Delhi Govt./PSU/Corporation of GNCTD.
- vii. Company/Firm should have developed at least two web based portal for Government departments/PSU/Corporation.
- viii. Company/firm should have valid registration for PF, ESIC, Service tax & VAT.
- ix. Company/firm should have its own office in Delhi/NCR for last five years.

#### **20. Time Lines for completion of work:**

Project shall have to be completed in 45 days time including application development, data entry, complete scanning and digitization work. The service provider will have to make necessary arrangement for man and machinery to complete the work in time.

#### **21. Completion of Time Lines :**

Project needs to be completed in all respects within 45 days of the award of the work order to the entire satisfaction of the Client Department.

**22.Financial Bid format:**

Bid should be submitted exactly in the following format:

Rows \ Colmn	S.No	Details	Unit Price In Rs.	Qty	Total Sub.	Service tax (In Rs.)	Grand Total (In Rs.)
	C1	C2	C3	C4	C5=C3*C4	C6	C7=C5+C6
R1	1	Web Based Application Software for Management of Society & Firms with Robust Enterprise level document management system for unlimited user (License fee etc. should be in included in your quoted price)					
R2		Digitization of Image for Society 70,000X50= 35,00,000 Nos		<b>35 Lakhs</b>			
R3		Digitization of Image for Firms 1,50,000X15= 22,50,000 Nos		<b>22.50 Lakhs</b>			
R4		Meta Data Entry Per Document for Society					
R5		Meta Data Entry Per Document for Firms 3 Documents level Data Entry					
R6		Post Implementation Support for one year which includes two person on-site					
R7		Grand Total					

- i. For Societies: There will be at least 7-10 document types and scanning needs to be done for each document type separately and tagging the web based application needs to be done properly.
- ii. For Firms : There will be at least 5-6 type of document types, which needs to be scanned separately and tagged to web based application properly.
- iii. It may be noted that selection of firm for award of contract shall be on the basis of lowest quoted price (L1 bidder) on total sum of each item as mentioned above i.e. Grand Total i.e (R7,C7) in rupees only.
- iv. No extra payment other than Grand Total shall be made to the L1 bidder. The Grand Total is inclusive of all taxes, levies, duties, cess, fees etc.

### **23. General Terms and Conditions**

- a. The service provider will not outsource or sublet the work to any other associate/franchisee/third party under any circumstances. If it so happens, then ICSIL will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantee and termination of the Contract for default.
- b. ICSIL may by written notice sent to the service provider; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for ICSIL's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. ICSIL reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.
- c. Service provider automatically agrees with ICSIL for honouring all aspects of fair trade practices in executing the work orders placed by ICSIL.
- d. The service provider will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed man-power at ICSIL or its clients premises.
- e. The staff deployed by the service provider will maintain office decorum. They should be courteous, polite and cooperative and able to resolve the users' problems.
- f. Intellectual Property Rights: The service provider will indemnify ICSIL infringement of third party rights be they under the Patents Acts or the IPR of any.

### **24. Force Majeure**

- a. Notwithstanding the provisions of the tender, the service provider will not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service provider and not involving the Service provider and not involving the Service provider's fault or negligence and not foreseeable. In such events may include, but are not restricted to, acts of ICSIL either in its sovereign or contractual

capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- c. If a Force Majeure situation arises, the Service provider will promptly notify ICSIL in writing of such conditions and the cause thereof. Unless otherwise directed by ICSIL in writing, the Service provider will continue to perform its obligations under the contract as far as reasonably practical and will seek all reasonable alternative means for performance not prevented by the Force Majeure event. ICSIL may terminate this contract, by giving a written notice of minimum 30 days to the Service provider, if as a result of Force Majeure, the Service provider being unable to perform a material portion of the services for a period of more than 45 days.

## ***25. Arbitration and Jurisdiction***

ICSIL and the service provider will make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to three arbitrators, one to be appointed by each party and the third to be appointed by the Department of Information Technology, Government of NCT of Delhi, and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators with the consent of parties may modify the time frame for making and publishing the award.

Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

