



# **National Small Industries Corporation Ltd.**

(A Govt. of India Enterprise)

**Zonal Office (North- II)**

**NF/0/2, Nehru Place, Tonk Road, JAIPUR-302015**

## **TENDER DOCUMENT**

**For**

### **OUT BOUND TELE MARKETING CALL CENTRE SERVICES**

(Tender No. NSIC/N-II/Tele-Mkt./2015-16/01 Dt. 8.01.2015)

Last date of receipt of Tender : 18.01 .2016 (15:00 hrs.)

Date of opening of Technical Bid : 18.01.2016 (15:30 hrs)

# **National Small Industries Corporation Ltd.**

Zonal Office (North- II)  
NF/0/2, Nehru Place, Tonk Road, JAIPUR-302015

Tender Ref. No. NSIC/N-II/Tele-Mkt./2015-16/01 dated: 8.01.2016

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# National Small Industries Corporation Ltd.

Zonal Office (North- II)

NF/0/2, Nehru Place, Tonk Road, JAIPUR-302015

Tender Ref. No. NSIC/N-II/Tele-Mkt./2015-16/01

Dated: 8.01.2016

M/s -----  
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Sub: Invitation of bids from Call Centres for Telemarketing of services of NSIC's schemes for Micro, Small & Medium Enterprises

National Small Industries Corporation Ltd (NSIC) is a Government of India Enterprise, under the administrative control of Ministry of MSME, working for the promotion of Micro, Small & Medium Enterprises (MSMEs) in the country. NSIC intends to avail the services of Call Centres for Telemarketing of services of NSIC's schemes for Micro, Small & Medium Enterprises of **Punjab, Haryana and Rajasthan** states as stated in the Terms of Reference (TOR). Formats of following documents are provided for your reference:

- (i) Checklist of documents regarding Eligibility Criteria required in Technical Bid - Annexure 1
- (ii) Format of Agreement (to be submitted by successful bidders) - Annexure 2
- (iii) Standard format of Undertaking to be submitted in the Technical proposal-Annexure 3
- (iv) Financial Proposal / Bid - Annexure 4

In this regard, sealed quotations are invited on two bid system (i.e. Technical proposal and financial proposal) from CALL CENTRES having experience of Telemarketing of SERVICES for Indian clientele.

## **1. Eligibility Criteria:**

- (a) Bidder must have experience of three years in Telemarketing of Services for Indian clientele.
- (b) Bidder must have successfully conducted atleast 3 similar types of campaigns for Telemarketing of Services of Indian Clients for Indian Customers
- (c) Bidder must have Service Tax registration number (**Copy required**).
- (d) Bidder should have PAN Number & should fulfil all statutory compliances like PF, ESI registration (**Copies required**)
- (e) The bidder should have registered itself with Department of Telecommunication (DoT) or any other agency authorized by DoT
- (f) Bidder should not be blacklisted in India or abroad by any government agency / department or any Private Organisation at any point of time and there should not be pending litigation with any Government Department / Organisation on account of executing similar order.

2. Copies of Income Tax Return filed for the last two financial years should be submitted.

3. The applicant should furnish an undertaking to the effect that the firm has not been black listed in India or abroad by any Government Department or Private Organisations / Agency and also confirm that there is no pending litigation with any Government Department / Organisation on account of executing similar order in the attached Performa at Annexure - 3

## **4. Earnest Money Deposit (EMD):**

EMD of Rs. 20,000/- will have to be submitted by the participating agency in the form of Demand Draft favouring "**National Small Industries Corporation Limited**" payable at **Jaipur** and will only be returned

after selection of final bidder. However, units registered with NSIC under Single Point Registration Scheme for above services will be exempted from payment of EMD.

The EMD submitted by the bidder will be forfeited if the bidder withdraws the tender after acceptance and / or the bidder withdraws the tender before the expiry of the validity period of the tender and / or the bidder violates any of the provisions of the terms and conditions of this tender specification.

5. The tender shall be placed in a properly sealed large envelope addressed to Zonal General Manager (N-II), National Small Industries Corporation Ltd., NF/0/2, Nehru Place, Tonk Road, Jaipur-302015, (Tel. No.0141-2744899, 2740191) and the said large envelope shall contain two separate sealed envelopes containing Technical and Commercial Bids respectively. The large envelope shall be super scribed as "Quotation for OUBOUND TELEMARKETING CALL CENTRE SERVICES". The first envelope (Envelope-1) inside the large envelope must be super scribed as "Quotation for OUTBOUND TELEMARKETING CALL CENTRE SERVICES - TECHNICAL BID" and second envelope (envelope-2) inside the large envelope shall be super scribed as "Quotation for OUTBOUND TELEMARKETING CALL CENTRE SERVICES - COMMERCIAL BID". The EMD must be kept inside the Technical Bid. The quotation must reach the following address on or before 18.01.2016 by 15.00 hrs.

Zonal General Manager (N-II)  
National Small Industries Corporation Ltd.  
NF/0/2, Nehru Place, Tonk Road,  
JAIPUR-302015

(Tel. No. 0141-2744899, 2740191)

6. NSIC reserves the right to accept or reject any or all of the quotations received in response to the above referred invitation, without assigning any reason.

7. The bidder shall submit all necessary documentary evidence as mentioned above to establish that the Bidder meets the above qualifying requirements. The Bidder shall furnish the following commercial & technical information along with the **Technical bid**:

- Latest balance sheet
- IT Return filled for last two years
- Details of constitution of the company (Proprietary/Partnership/Pvt. Ltd./ Limited along with details)
- Certificate of Incorporation and Memorandum & Articles of Association of the Company
- Registration of DOT for Telemarketing
- Company's experience details with credentials
- No of seats available for calling
- No. of calling staff, supervisor/team leader details
- Performance Certificate/ Copies of major orders
- Details of technical infrastructure available
- Copies of Service Tax Registration, License under Shop & Establishment Act and other statutory licenses / registrations like PF/ESI etc.
- Premises Detail
- EMD of Rs.20,000/- in the form of Demand Draft favouring "**National Small Industries Corporation Limited**" payable at Jaipur

Zonal General Manager (N-II)

# TERMS OF REFERENCE

## 1. Background :

National Small Industries Corporation Ltd. (NSIC) is an ISO 9001-2008 certified Government of India Enterprise under Ministry of Micro, Small and Medium Enterprises (MSME). NSIC has been working to promote, aid and foster the growth of MSMEs in the country. NSIC operates through countrywide network of offices and Technical Centres in the Country. In addition, NSIC has set up Training cum Incubation Centres for skill development and self-employment.

Traditionally NSIC has been creating awareness of its schemes among MSMEs by way of organising Intensive Motivational Campaigns, Seminars, Workshops and Exhibitions in coordination with Industrial Associations. Periodically advertisements are being released in the Bulletins, Directories of Industrial Associations.

## 2. Objectives and Scope of outsourcing Tele Marketing Services :

Outbound telemarketing now has become the top B2B tool for direct marketing to new prospects. Considering the variance between MSMEs associated with NSIC under its different schemes and vast number of MSMEs of our country in the organised sector, NSIC intends to avail the professional telemarketing services for -

- Creating awareness of NSIC's schemes
- Generate sales leads for mobilisation of Applications / Proposals for above
- Database enhancement
- Market Research (Need Assessment for Raw Materials, Finance, Marketing etc.)

## 3. Submission of Bid :

The tender shall be placed in a properly sealed large envelope addressed to Zonal General Manager (N-II), National Small Industries Corporation Ltd., NF/0/2, Nehru Place, Tonk Road, Jaipur-302015, (Tel. No.0141-2744899, 2740191) and the said large envelope shall contain two separate sealed envelopes containing Technical and Commercial Bids respectively. The large envelope shall be super scribed as "Quotation for OUBOUND TELEMARKETING CALL CENTRE SERVICES". The first envelope (Envelope-1) inside the large envelope must be super scribed as "Quotation for OUTBOUND TELEMARKETING CALL CENTRE SERVICES - TECHNICAL BID" and second envelope (envelope-2) inside the large envelope shall be super scribed as "Quotation for OUTBOUND TELEMARKETING CALL CENTRE SERVICES - COMMERCIAL BID". The EMD must be kept inside the Technical Bid. The quotation must reach the following address on or before 18.01.2016 by 15.00 hrs.

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NF/0/2, Nehru Place, Tonk Road,  
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(Tel. No. 0141-2744899, 2740191)

The Technical Bid should contain all the relevant documents supporting the capability of bidder (Clause 7, Page 4) and undertaking in the prescribed format. Financial bid giving per seat cost is to be submitted in separate sealed envelope that should be inclusive of Agent Cost, Supervisor cum Coordinator cost, Infrastructure Cost, Dialler Cost, Report generation cost, Telecom Cost etc. Format of Financial Bid is

provided at **Annexure - 4**. Commercial Bids of successful bidders in the Technical Bid Evaluation alone will be opened.

#### **4. Validity of Tender Bid :**

The Tender bids should be valid for acceptance for a period of **at least 90 days** from the due date of the Tender. Offers with lesser validity period would be rejected.

#### **5. Evaluation of Bids :**

Each bidder acknowledges and accepts that NSIC may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of Call Centre Agency, not limited to those selection criteria set out in this tender document. This tender document will not be construed as any contract or arrangement which may result from the issuance of this tender document. The evaluation of tender bids will be carried out through a two stage process. The bidders shortlisted in Technical Bid will be considered for opening of the Commercial Bid. The date of opening of Second Envelope containing Commercial Bid shall be intimated to the qualified bidders separately. The final evaluation criteria will be based on price only.

#### **6. Addendum/Amendments/Corrigendum, If any :**

Shall be posted on our website [www.nsic.co.in](http://www.nsic.co.in) only. Prospective Bidders should check the website frequently to get updates on any such changes. NSIC reserves the right to cancel the Tender at any time without incurring any penalty or financial obligation to any bidder or potential bidder.

#### **7. Late Bids :**

Any bid received by NSIC after the deadline for submission of bids prescribed by NSIC will be rejected and returned unopened to the bidder.

#### **8. Subcontracting :**

The Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

#### **9. Agreement :**

NSIC will enter into agreement with selected Tele Calling Agency for Tele Marketing of NSIC's schemes. Format of the Agreement is given at **Annexure - 2**.

#### **10. Undertaking :**

The bidder has to give Undertaking as per the Format provided at **Annexure - 3** on its Letter Head.

#### **11. Confidentiality :**

The Data collected by the selected Call centre for Tele marketing of NSIC's scheme and further information generated shall be confidential and may not be disclosed, published or advertised in any manner without written authorization from NSIC. NSIC shall have all rights on these Database and information.

#### **12. Disclaimer :**

NSIC disclaim all liability from any loss or damage (whether foreseeable or not) suffered by the selected Call Centre or its employees in connection with any negligence, omission, default, lack of care or misrepresentation. All Software & Hardware to be duly licensed as per law of land and IT Act.

### **13. Operating Hours :**

Operating Hours means the operating hour limits set by TRAI for out bound calling campaigns on all days of the week.

### **14. Infrastructure :**

#### **(a) Technical**

- All Software & Hardware to be duly licensed as per law of land and IT Act.
- Outbound Dialler should intelligently leverage existing customer data to ensure that they are contacting the right customers, not just a large number of customers. Outbound Contact improves efficiency by automating the dialling and call progress detection so an agent is only required in the most critical part of the call – when a customer is connected.
- A software-based predictive dialler for various dialling modes including progressive, predictive and preview to meet different business requirements.
- Flexible and customizable campaigns, contact lists (calling list) format, record prioritization, campaign agent-group assignments and agent scripts integration.
- Routing to optimize call center performance
- Rescheduling / redialling unsuccessful interactions (calls)
- Comprehensive and customizable real-time and historical reporting in tabular and graphical form
- Fully open customer interaction database for uploading and downloading calling lists with call results and business data
- Rich set of APIs for desktop and third-party customer-care (CRM) application integration
- Maintenance support for a wide variety call center needs

#### **(b) Telemarketers**

- The Telemarketers must be professional, well trained & **experienced** and respectful while politely delivering the sales message or general information.
- The telemarketers contact with each prospect needs to be clear, confident, positive, friendly and precise.
- The telemarketer needs to clearly introduce who is calling, confidently state why they are calling, in a friendly manner and be precise in the delivery of information or offer.
- A properly crafted script is essential to the telemarketing campaign success
- Need to measure 'activities' so each and every Phone Call must be recorded
- Each call must carry an 'Outcome' (sometimes referred to as a wrap-up code), so one can measure how the campaign is working
- Handle busy signals; wrong numbers; fax numbers; etc. – in this case telemarketer need to record 'call' was made. In some instances there is need for 'call back' (or 'try again') so Phone Call to be automatically created
- 'Call back' phone calls are to be made after the initial run through of all the calls of specific area - so they must be kept in a separate queue so that they can be easily identified
- Need to update the Leads (as a result of the call) so that these can be analyzed effectively

#### **(c) Training :**

The Service Partner i.e. Call Centre Agency shall provide training to the Tele-Marketer/ Tele Sales Representatives in Basic telephony, Soft skills, Selling Skills, Product and Processes (NSIC schemes) and is expected to conduct role plays / mock calls etc. to evaluate a trainee's performance.

### **15. Number of Tele Callers/Agents and calls per day :**

Two to Three Tele Marketing Agents / Executives having experience in telemarketing of services for Indian clientele and proficient in English and Vernacular language with capacity of average 200 dial outs per Agent per day.

#### **16. Reports :**

**CRM Reports**, as required by NSIC should be delivered as per predetermined frequency and format. The following key metrics shall typically be required for measuring productivity, effectiveness and special measures for sales lead programs which should be submitted (weekly and monthly).

- Dials / day
- Leads / day (- bad sales)
- Place or City Wise
  
- NSIC scheme wise Response
  - Scheme availed by units within specific time frame
  - Volume of business done/procured/executed, if any of schemes availed within specific time frame
  - Units showing interest in any new products, raw materials or initiatives
  - Lead generation report : State-wise, Product-wise and Scheme-wise
  - Following up of leads (2<sup>nd</sup> and subsequent calls for capturing business conversion information)
  
- Estimation of lead conversion into business
- Not Interested / day
- Pending / day
- Bad Numbers /day
- Lead Ratio - Leads/Contacts
- % Bad Numbers

#### **17. Storage and Retrieval :**

All calls made be voice logged i.e. all calls will be recorded by the Contact Centre and the audio files will be stored & maintained for future reference as per the terms specified by NSIC. All voice logs transferred to NSIC are to be purged on a monthly basis based on instructions from NSIC. Complete Database alongwith information generated should be handed over to NSIC after completion or termination of assignment with the successful Bidder.

#### **18. Terms of Payment :**

Monthly payment will be made towards Per Seat cost after deduction of Taxes (TDS) subject to at least 80% of productivity targets having been achieved (verified records by Call Centre Agency and NSIC)

#### **19. Termination of contract :**

In case the services provided by the selected call centre agency to NSIC are found to be not satisfactory in terms of quantum of leads / false leads /false information / duplication of data/ under performance / late submission of reports etc., NSIC will have the liberty to terminate the contract by giving one month notice. Similarly, due to valid reasons the service provider may also terminate the contract by giving one month notice.

#### **20. References :**

Minimum two references of Indian organizations (Govt. or Private) wherein similar tasks have been undertaken by the bidder and successfully delivered (Name of the Organization, Contact Number, Scope of Work initiated in (month and year).

#### **21. Other Terms & Conditions**



NSIC shall not be responsible for any assumptions or judgments made by Bidder for arriving at any type of sizing or costing.

## SCHEMES OF NSIC

NSIC facilitates Micro, Small and Medium Enterprises with a set of specially tailored scheme to enhance their competitiveness. NSIC provides integrated support services under Marketing, Finance, Technology and other Support service.

**[A] CREDIT SUPPORT:** NSIC facilitates credit requirements of MSMEs in the following areas :

**Financing for procurement of Raw Material (Short term) :** NSIC's Raw Material Assistance Scheme aims at helping Small Enterprises by way of financing the purchase of Raw Material.

**Finance through syndication with Banks :** In order to ensure smooth credit flow to the MSMEs, NSIC is entering into strategic alliances with commercial banks to facilitate long term/working capital financing.

**Performance and Credit Rating Scheme:** To enable small enterprises to ascertain the strengths & weaknesses of their existing operations and take corrective measures to enhance their organizational strength, NSIC is operating Performance and Credit Rating Scheme through empanelled agencies like CARE, CRISIL, ICRA, ONICRA, SMERA, INDIA RATINGS and BRICKWORK RATINGS. There is Partial Reimbursement of Rating Fee (75% upto maximum Rs.40,000/-) through NSIC.

**[B] MARKETING :** NSIC acts as a facilitator to promote small industries products and has devised a number of schemes to support small enterprises in their marketing efforts, both in an outside the country. These schemes are briefly described as under:

**Consortia and Tender Marketing:** Small Enterprises in their individual capacity face problems to procure & execute large orders, which inhibit and restrict their growth. NSIC, accordingly adopts Consortia approach and forms consortia of units manufacturing the same products, thereby easing out marketing problems of MSEs. The Corporation explores the market and secures orders for bulk quantities. These orders are then distributed to small units in tune with their production capacity.

**Single Point Registration for Government Purchase:** NSIC operates Single Point Registration Scheme under the Government Purchase Programme, wherein the registered Micro/Small Enterprises get purchase preference in Government purchase programme, exemption from payment of Earnest Money Deposit etc.

- Issue of the Tender Sets free of cost;
- Exemption from payment of Earnest Money Deposit (EMD),
- In tender participating MSEs quoting price within price band of L1+15 % shall also be allowed to supply a portion upto 20% of requirement by bringing down their price to L1 Price where L1 is non MSEs.

**B2B & B2C Web Portal for Marketing :** NSIC's Infomediary Service is a Business-to-Business (B2B) Portal that has been established to give online services. With increase in competition and melting away of international boundaries, the demand for information is reaching new heights. The portal is an initiative to provide business opportunities to small businesses, firms and small scale units to expand further. Thus, anyone involved in business activities and wants to utilize the strength and visibility of Internet can join NSIC Infomediary. It's salient features are :

- \* Interactive Database of MSMEs
- \* Self web development tool
- \* Unlimited global Trade Leads
- \* Multi Product Cart
- \* MSME Web Store
- \* Global & National Tender Notices
- \* Free mail boxes
- \* Trust Seal of NSIC
- \* Multiple payment Option
- \* Multiple Language Support

- \* Online Buying / Selling Payment Gateway for membership subscription
- \* Call Centre Support & Live Chat
- \* Online Product display .

**Exhibitions and Technology Fairs:** To showcase the competencies of Indian MSMEs and to capture market opportunities, NSIC participates in select International and National Exhibitions and Trade Fairs every year. NSIC facilitates the participation of the small enterprises by providing concessions in stall rental etc. Participation in these events exposes MSMEs to international practices and enhances their business prowess.

**TECHMART India** is an initiative taken by NSIC to provide a market tool to MSEs for exploring new markets and expose them to technological development around them. It is a platform for showcasing the technologies of MSEs and exposing them to the domestic and international market during the course of IITF in Delhi.

**Buyer-Seller meets:** Bulk and departmental buyers such as the Railways, Defence, Communication departments and large companies are invited to participate in buyer-seller meets to enrich small enterprises knowledge regarding terms and conditions, quality standards etc. required by the buyer.

**[C] RAW MATERIAL DISTRIBUTION :** To help MSMEs in the area of critical raw materials, NSIC pools their requirement and negotiates with major producers for bulk quantity discounts which are passed on to the units to bring down their cost of raw material and finally finished products. Presently NSIC has arrangements with NALCO/ BALCO/ VEDANTA - for Aluminium, SAIL/ RINL - for Steel, HZL for Zinc, DSCL for PVC Resin, Shree Cement Ltd. for Cement and IOCL for Polymers (under Consignment Stockist arrangement).

**[D] INCUBATION CENTRES for setting up of new Micro & Small enterprises:** This programme facilitates setting up of new enterprises all over the country by creating self-employment opportunities for the unemployed persons. The objective of this scheme is to facilitate establishment of new small enterprises by way of providing integrated services in the areas of training for entrepreneurial skill development, selection of small projects, preparation of project profiles/reports, identification and sourcing of plant, machinery and equipment, facilitating sanction of credit facility and providing other support services in order to boost the development of small enterprises in manufacturing and services sectors.

**Checklist of documents regarding ELIGIBILITY CRITERIA to be submitted with TECHNICAL BID**

S.N.	Eligibility Criteria	Complied (Y/N)	Supporting Document required	Documents attached by Bidder (Page No.)
1.	EMD of Rs. 20,000/-		In the form of Demand Draft favouring "National Small Industries Corporation Ltd." payable at Jaipur	
2.	<b>Experience details with credentials</b> - Bidder must have experience of three years in Telemarketing of Services and must have successfully conducted 3 similar types of campaigns for Telemarketing of Services of Indian Clients for Indian Customers		Performance Certificates/orders	
3.	Constitution of the bidder (Proprietary/ Partnership/ Pvt. Ltd./ Limited along with details)		Certificate of incorporation, Memorandum & Article of Association in case of Pvt. Ltd. / Ltd. Company or Partnership deed or Details of Proprietor whichever be the case	
4.	The bidder should have registered itself with Department of Telecommunication (DoT) or any other agency authorized by DoT		Documentary evidence of registration	
5.	Bidder must have Service Tax registration number		Copy of Service Tax Registration	
6.	Bidder should have PAN Number		Copy of PAN Card	
7.	Bidder should fulfil all statutory compliances like PF, ESI registration		Documentary evidence	
8.	License under Shop & Establishment Act		Copy of License	
9.	Income Tax Return filed for the last two financial years.		Copies of IT returns	
10.	Undertaking as per <b>Annexure-3</b>		On Letter Head as per format at Annexure-3	
11.	Latest Annual Accounts		Copies of Balance Sheet, P & L Account with Audit report and All schedules	
12.	Manpower resource		-No. of seats available for calling -No. of calling staff, supervisor/team leader details	
13.	Details of technical infrastructure available - use separate sheet for details		As per Terms of reference	
14.	Premises Detail		Broad layout / floor plan	

## AGREEMENT

(FORMAT, to be executed on Non Judicial Stamp Paper of Rs.100/-)

This confidentiality and non-disclosure agreement is made on the.....day of....., 2015 BETWEEN M/s \_\_\_\_\_, (hereinafter to be referred to as SERVICE PROVIDER) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and having its registered office at ..... (address) AND National Small Industries Corporation Ltd. (hereinafter to be called NSIC) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its one of the Zonal Office at NF/0/2, Nehru Place, Tonk Road, Jaipur-302015 on the following terms and conditions:

WHEREAS, in the course of the business relationship between the aforesaid parties, the Service Provider acknowledge that NSIC shall have access to all the database collected and information generated during the process of Telemarketing , which is of a confidential nature, through any mode and recognize that there is a need to disclose to one another such confidential information, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure;

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which consideration is hereby acknowledged and agreed, the parties hereby agree as follows:—

This Agreement shall apply to all confidential and proprietary information collected and generated during the process of telemarketing of NSIC's Schemes, disclosed by one party to the other party, including information included in the caption 'Definitions' of this Agreement, Tender Document and other information which the disclosing party identifies in writing or otherwise as confidential. Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, electronically or through visual observation or by any other means to one party (the receiving party) by the other party ( the disclosing party).

### 1. DEFINITIONS

**(a) CONFIDENTIAL INFORMATION** means all the information of the Micro, Small & Medium Enterprises (MSMEs) collected in the beginning through various sources (Directories etc.), generated during the process of telemarketing, provided by NSIC to the Service Provider pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to database, trade secrets, know-how, techniques, processes, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans, strategies, methodologies, employees, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, Logo, contract quotations, documents, passwords, books, records, files statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants,

Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, All types of Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872. The above definition of Confidential Information applies to both parties equally; however in addition, without limitation, where the Disclosing Party is the NSIC, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party i.e. Service Provider to any third party.

**(b) MATERIALS** means including without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the Receiving Party i.e. Service Provider by the Disclosing Party i.e. NSIC and any tangible embodiments of the Disclosing Party's Confidential Information created by the Receiving Party.

## **2. COVENANT NOT TO DISCLOSE**

The Receiving Party i.e. Service Provider will use the Disclosing Party's Confidential Information solely to fulfil its obligations as part of and in furtherance of the actual or potential business relationship with the Disclosing Party. The Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Disclosing Party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party.

The Receiving party shall use at least the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

The Service Provider and its Representatives shall not disclose to any person including, without limitation any corporation, sovereign, partnership, company, Association of Persons, entity or individual

(i) the fact that discussions or negotiations are taking place concerning the actual or potential business relationship between the parties,

(ii) that it has requested or received Confidential Information, or

(iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

This confidentiality obligation shall not apply only to the extent that the Receiving Party can demonstrate that:

(a) the Confidential Information of the Disclosing Party is, or properly became, at the time of disclosure, part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; or

(b) was rightfully acquired by the Receiving Party or its Representatives prior to disclosure by the Disclosing Party;

(c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or

(d) the Confidential Information of the Disclosing Party is required to be disclosed by a Government agency, is the subject of a subpoena or other legal or demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt written notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order prior to such disclosure.

e) is disclosed with the prior consent of or was duly authorized in writing by the disclosing party; or

### **3. RETURN OF THE MATERIALS**

Upon the request of the disclosing party (i.e. NSIC), the receiving party (i.e. Service Provider) shall return to the disclosing party all Information (Soft copy as well as hard copy).

### **4. OWNERSHIP OF CONFIDENTIAL INFORMATION**

The Disclosing Party shall be deemed the owner of all Confidential Information disclosed by it or its agents to the Receiving Party hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise in or to any Confidential Information. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. In no event shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION COLLECTED / GENERATED FOR TELEMARKETING OF NSIC'S SCHEMES. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

### **5. REMEDIES FOR BREACH OF CONFIDENTIALITY**

(a). The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party and that any unauthorized disclosure of any Confidential Information

prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.

(b). The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

## **6. TERM**

This Agreement shall be effective on the first date written above and shall continue in full force and effect at all times thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind both parties, and also their successors, nominees and assignees, perpetually.

## **7. GOVERNING LAW & JURISDICTION**

This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflicts of law provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Arbitrator appointed by NSIC.

## **8. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between the parties as to the subject-matter of this Agreement and supersedes all prior or simultaneous representations, discussions, and negotiations whether oral or written or electronic. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.



**9. WAIVER**

No term or provision hereof will be considered waived by either party and no breach excused by the Disclosing Party, unless such waiver or consent is in writing signed by or on behalf of duly Constituted Attorney of the Disclosing Party. No consent or waiver whether express or implied of a breach by the Disclosing Party will constitute consent to the waiver of or excuse of any other or different or subsequent breach by the Receiving Party.

**10. SEVERABILITY**

If any provision of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic or legal effect as the original provision and the remainder of this Agreement will remain in full force.

**11. NOTICES**

Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, or (b) sent by confirmed telecopy, or (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, or (e) by electronic mail, to the party to be notified, at the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt or five days after posting. Provided always that notices to the NSIC shall be served on to its Zonal Office at Jaipur and a CC thereof be earmarked to the concerned Branch as the case may be by RPAD & email.

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

a) SIGNED SEALED & DELIVERED BY THE WITHIN NAMED (SERVICE PROVIDER)

In the presence of

Witnesses:1 \_\_\_\_\_

Witnesses:2 \_\_\_\_\_

b) SIGNED SEALED & DELIVERED BY THE WITHIN NAMED (NSIC)

Zonal General Manager (N-II)

In the presence of

Witnesses:1 \_\_\_\_\_

Witnesses: 2 \_\_\_\_\_

## UNDERTAKING

(To be given on Letter Head duly signed and sealed)

We, M/s -----, the service provider hereby undertakes and confirms that -

(a) We are registered with the Telecom Regulatory Authority of India (TRAI)

(b) We are not blacklisted in India or abroad by any government agency / department or any Private Organisation at any point of time. We also hereby confirm that there is no pending litigation with any Government Department / Organisation on account of executing similar order.

(c) We are compliant with Telecom Commercial Communications Customer Preference Regulations, 2010, the Guidelines for Tele Marketers issued in Sep 2011, the orders /Directions issued by Department of Telecommunications; the orders/Directions /Regulations issued by any authority including Telecom Regulatory Authority of India on Unsolicited Commercial Calls or as may be prescribed from time to time.

(d ) We will obtain the Telecom Resources from a Licensed Telecom Service Provider only.

(e) We will make necessary arrangements to download National Customer Preference Register (NCPR) data from website [www.nccptrai.gov.in](http://www.nccptrai.gov.in) (to avoid calling fully blocked / partially blocked phone numbers). Before making a telemarketing call to a party, telemarketer shall scrub the telephone number of such telecom subscriber with the updated data base downloaded from the National customer Preference register website [www.nccptrai.gov.in](http://www.nccptrai.gov.in)

(f) We will not misuse the database and telecom Resources for any other activity and shall be wholly responsible

(g) We shall ensure that the no communication is made between 21.00 Hrs to 9.00 Hrs to any party irrespective of the fact that such party is registered on NCPR or not.

(h) We will be solely responsible and liable for any violation or non-compliance to the standard operating procedures and resulting in any complaint or litigation and or monetary penalty and we will keep NSIC fully indemnified for the same.

Place :

Date :

(Signature with Seal)

**COMMERCIAL PROPOSAL / BID**

(Tender No. NSIC/N-II/Tele-Mkt./2015-16/01 Dt. 7.01.2016)

COMMERCIAL BID for scope of work mentioned earlier

<b>Description</b>	<b>Amount (Rs./Month)</b>
<b>Per Seat Cost</b> (All inclusive of Agent Cost, Supervisor cum Coordinator cost, Infrastructure Cost, Training cost, Dialler Cost, Report generation cost, Telecom Cost etc. as per the Tender document)	
<b>Service Tax (        %)</b>	

**VALIDITY of Offer** : Ninety days from the date of opening of Financial Bid

Place :

Date :

(Signature with seal)