



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

Request for Proposal

**“Selection of agency for Providing Contact
Centre Solutions to ICSI”**

22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003

AND

ICSI OFFICE AT C-37, SEC-62, NOIDA-201309 (UP)

Tender No. ICSI/ADMIN/TENDER/CONTACT CENTRE/2018

Dated : April 5, 2018

(General Conditions of Contract)

Issued by

Administrative Section, ICSI

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Visit us at <http://www.icsi.edu>

Tender No. ICSI/ADMIN/TENDER/CONTACT CENTRE/2018

Dated: April 5, 2018

TENDER NOTICE

Sealed tenders are invited from reputed firms for Providing Contact Centre Solution to the ICSI at its Noida Office. The earlier tender notice dated February 20, 2018, for the above work stands cancelled and withdrawn.

The detailed terms & conditions of the tender are available at tender page of the Institute's website i.e. www.icsi.edu. All further communication for this tender will be notified only at ICSI website.

Cost of Tender	Rs. 590/- (Rupees Five Hundred & Ninety Only)
Earnest Money Deposit	Rs.3,15,000/- (Rupees Three Lakh Fifteen Thousand only)
Tender Publish Date	April 5, 2018
Pre Bid meeting	April 12, 2018 at 11:00 AM
Last Date and Time for Submission of Bids	April 25, 2018 by 2:00 PM
Address for submission of Bids	The Institute of Company Secretaries of India ICSI House, C – 36 (5 th Floor: Tender Box) Sector 62, Noida – 201309
Venue, Date and time of opening of Technical Bids.	Address as above. Date: April 25, 2018 at 3:00 PM
Bid Validity	180 days after the date of opening of Technical Bids
Contact details	Ms. Achla Kulshreshtha, Deputy Director Tel: 011-45341000, 4522016, E-mail: achla.kulshreshtha@icsi.edu
Institute's Website	www.icsi.edu

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1 Introduction

The INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI) is set up by an Act of Parliament viz., The Company Secretaries Act, 1980 to regulate the profession of Company Secretary. The Institute is functioning under the overall administrative Jurisdiction of Ministry of Corporate Affairs, Government of India. Presently, ICSI has on its rolls over 50,000 members and over 4,00,000 students.

The ICSI has its Headquarter at ICSI House, 22, Institutional Area, Lodi Road, New Delhi - 110003 with 4 Regional Offices at Delhi, Mumbai, Kolkata and Chennai and 69 Chapters spread all over the country. In addition, it has also set up extended office at Noida and Navi Mumbai. The Institute desires to appoint a Contact Centre Service Provider or an agency who will provide call centre services to its members and students. The physical address of above office is as under:

The INSTITUTE OF COMPANY SECRETARIES OF INDIA
C-37, Sector -62, Noida, UP – 201309.

ICSI requires a Contact Centre Solution or Call Center Solution with ACD (Automated Call Distributor), CTI (Computer Telephony Integration), Queuing, Call Recording and Monitoring, Reporting, Soft phone and Self Service IVR to be integrated with its existing ODBC Compliant Databases as MS SQL in ICSI and Customer Relationship Management Solution providing one stop shop to its caller.

The specifications do not require any standalone CRM solution as the ODBC Compliant Databases in MS SQL shall be provided by ICSI and customized solutions on this database as a part of CRM has to be provided by the vendor.

Following requirements are planned to be implemented on the initial version of the application.

2. SCOPE OF WORK

2.1 Overview

- a) Establishment of a Call Center with latest state of the art technology with --
 - I. Multilingual Customer Support Representatives.
 - II. Enquiry / Complaint Handling and Appointment Scheduling System.
 - III. Self-Help Interactive Voice Response System.
 - IV. Computer Telephony Integration (CTI)
 - V. Different Service Module Software Integration as a part of CRM Solution.
 - VI. Web Integration and integration with ICSI's different Server and existing EPABX System (In case of set up of Contact Centre in ICSI)
 - VII. 100% Voice recording (for quality and training purposes) Voice Logger.

VIII. Implementing MPLS Link between ICSI Noida to the Contact Centre (As the Contact Centre is implemented outside the ICSI premises)

- b) The ICSI requires a total of 20 Contact Center Agents licenses along with 2 Supervisor Licenses expandable in multiple of 5 up to 50 Agents. The service provider should have estimated requirement of staff for consideration of the Institute from time to time. ICSI reserves the right to increase or decrease the number of seats depending upon the traffic pattern.
- c) Service levels should not get adversely affected with the increase in number of seats.
- d) Call center agency shall increase/decrease the number of seats within one week of issue of notice by ICSI intimating the need for such an increase.
- e) The Center shall operate on shift basis with 2 shifts per day i.e., (1st shift from 7 AM to 3 PM, 2nd shift from 3 PM to 11 PM) the shift timings can be altered according to the requirement from time to time. The number of seats to be occupied for each of the 2 shifts will be specified by ICSI.
- f) Call center agency shall ensure safety of call center employees working during shifts (1st, 2nd or 3rd shift).
- g) The agency shall develop and maintain the software, hardware and office terminals, etc., required for the effective functioning of the Call Center.
- h) **The ICSI shall provide an EPABX (Existing one) and Vendor will provide 3 PRI Lines with 3 pilot numbers** for the call center. (Contact Centre service provider shall provide service in their premises).
- i) The agency at its own expenditure shall hire, train, pay for and manage the personnel required for addressing the call center requirements specified in this RFP and agency shall not claim any reimbursement for the same from the ICSI. There will not be any remuneration provided to agency during the training period.
- j) The agency shall provide the office space /work station required for hosting the call center as they are providing the solution in their space.
- k) Support from agency's HQ for the Call Center Operations
- l) **The following indicative items shall be included in the bid quoted by the agency as the Contact Centre Service Provider provides service at its own premises :**
 - i. Establishment of the call center set-up
 - ii. Equipment's installed within call center (Servers for PRI/MPLS, Database Management, Ticket Management System, Main ICSI (PRI/MPLS) Help line, Academic helpline, MPLS Router, Agent Computers, Internet, Agents Softphone, Agents CRM License, PRI Cards, Agent's Software & Hardware etc.)
 - iii. Operation and maintenance of call center set-up
 - iv. Setting up and operationalizing IVRS
 - v. IT set-up and internet charges
 - vi. Integration of Data of ICSI Server with the agencies module.(Different databases of ICSI will be synced to Agency Server using Remote server and MPLS)
 - vii. MIS report generation
 - viii. Development, installation and configuration of Customer Relationship Management (CRM) software required for prompt delivery of services
 - ix. Tools required for SLA reporting and also the cost of implementation of the tools
 - x. Hosting charges
 - xi. Minimum 2 MBPS MPLS line between ICSI and the Vendor's premises.

- xii. Ticket generation and sending to dealing official of ICSI
- xiii. Ticket Management Software (Web Based) & Implementation. Specifications are mentioned in **Annexure A**
- xiv. Academic Helpline Software (Web Based) & Implementation. Specifications are mentioned in **Annexure B**

2.2 Expected Work:

- a. **The ICSI requires a total of 20 Contact Center Agents licenses along with 2 Supervisor Licenses expandable in multiple of 5 upto 50 Agents**
- b. The proposed solution must provide comprehensive and easily accessible on-line help facilities to the users.
- c. The proposed solution must allow easy access to data, functionality and provide an easy user experience to help and to enhance productivity and offer stakeholders convenience.
- d. The Solution provider must integrate the solution with the current infrastructure in the Institute for setup of Contact Center Solution or Data Integration in case of Solution Provider.
- e. Call Recording, Search and Playback Utility and CTI computer Telephony Interface popup with CLI (Caller Line Identification) is required.
- f. The solution shall offer flexible business rules implementation.
- g. The application should be configured to support automatic screen population via CTI (Computer Telephony Integration) and/or IVR, self service IVR with connectivity with ODBC Compliant Databases from ICSI Noida Data Centre on CRM.
- h. Agency must have Good understanding of MS SQL Server. Data will flow from ICSI to Agency over MPLS in incremental mode only. The agency must have certified SQL programmer to do the above task. The data of students and members is used to verify the incoming caller identity. The agency needs to get/sync the data from ICSI (From Multiple Databases) over MPLS and create Internal Screens to verify the caller and should be able to verify their payments, enrolment and other information. Agency should install one Rack Server in ICSI to pull the data from ICSI Servers & then the data should be Sync from ICSI-Rack Server to Agency using MPLS.
- i. Agency needs to deploy 3 PRI lines --

PRI Line For Student/Members Queries

Accordingly Agency needs to deploy Servers/PRI Cards, IVRS, CRM, etc. Whenever there is a query which cannot be resolved by Agency's Agent(s) :

- I) Agency need to provide a Web Based Software (Ticket Management System) which should be able to verify the Caller Identity.
- II) Agent should be able to raise a Ticket on behalf of Caller. The supervisor need to verify the ticket. The ticket should be assigned to the correct ICSI Department.
- III) ICSI should be able to add/remove/delete the contact persons (ICSI Staff) in different department to resolve the tickets.
- IV) Whenever the ticket is resolved by ICSI Staff, the Caller should be notified via Email.
- V) The caller should be able to see the ticket resolution in Ticket Management portal.
- VI) The system (TMS) will have different reports as per **Annexure A**.

- j. PRI line For Academic Queries
Accordingly Agency needs to deploy Servers/PRI Cards, IVRS, CRM etc.
- I) ICSI provide help to students/members in their academics via this helpline. In this process, ICSI deploy the staff (Faculty) who resolve the Caller Queries over the phone. The course name, availability of Faculty, Time Slots & Billing (Per Minute for every faculty) should be managed by ICSI Staff. The agency should make this software which is a Web Based Software.
 - II) When the Agent on Academic PRI gets a call, he/she is supposed to connect the caller to respective faculty. The agent should get out immediately when the calls are connected. The caller (Student/Member) will speak to the faculty and upon completion of the call, system should send an email to the caller for the faculty ratings.
 - III) This ratings should be saved in Web Based Software which will be used by ICSI Admin for evaluation purpose. Also, Agency must be able to provide total minutes for each of the faculties. There should be a mechanism to define rates for each of the faculty. The agency should be able to provide the cost estimation for each faculty every month accurately. ICSI will be paying to the faculty after the verification.
 - IV) Also, ICSI Admin should be able to add/delete/modify the Faculty or modify their availability or should be able to hold the faculty temporarily.
 - V) The system (Academic Helpline) will have different reports as per Annexure B.
- k. Agency need to provide Miss Call Alert Services as well.
- l. Agency can be asked to do the outbound calling as per requirements.
- m. Agency may be asked to work on Public Holidays/Sundays if required by ICSI & there will not be any extra payments for the same.

2.3 Contact Centre Management

- The proposed solution must have the ability to integrate with ICSI's existing Data Base Server and provide functionality of single sign-on using any of the mentioned industry standard interfaces. The solutions must be TAPI / CSTA compliant.
- Work items should be distributed to the agents based on configurable assignment rules.
- The solution must provide a LIVE agent monitoring. Additionally, a concrete and comprehensive workforce management (WFM) and Reporting tool should also be provided.

2.4 Services Delivery

The agency shall provide the following services through the call center:

- a. Student Services:
Admission, Fees, Registration, Study Material, Change of Address, Examination Details, Foundation, Executive, Professional Programme details, Exemptions, De Novo, and other services as per the detail provided by the department.
- b. Examination Services:

- Date of Examination, Eligibility, Enrollment for Examination, Fees, Exemption, Centre Details, Centre Change; Admit Card, Verification of Marks, RTI, Results etc.
- c. Training Service:
SIP, EDP, MSOP, e-MSOP, Application for Apprenticeship, 15 months Training, Exemption from SIP, 15 Months training etc., Application for Membership for Training completion etc.
 - d. Membership Services:
Membership Application to be an Associate Member, Documents required for obtaining Membership, Members Details, Procedure for Fellow Member, Application to become Fellow Member, Annual Fee, Membership Fee, Personal and Professional Address Change, Chartered Secretary Subscription and issues, Licentiates, Certificate of Practice
 - e. Placement Services:
Help in providing the placement details, Entry in placement module, Placement Agency entry, Employer Companies Name and address, Vacancies, Forwarding of Application, Application status etc.
 - f. Finance &Accounts:
 - g. The different type of fees, Receipt status, online receipt status, Refund, Refund Status, Vendor Payment status etc.
 - h. Other Services:
Letter Received status through COSMIC module.
 - i. If the required information, sought for by the stakeholder, is not available in the system with the call center staff, the matter would be referred to the concerned directorate.
 - j. Enable self-help IVR
 - k. General Enquiries
 - l. DNI call for certain service like, Placement / Programs, etc.
 - m. Out calling to stakeholders

2.5 REPORTING AND ANALYTICS

2.5.1 REPORTING

The daily, weekly, monthly MIS reports shall include all the following but not limited to: report on calls handled, call pending, average duration of calls, min. & max duration of calls, number of instances the operator found busy, calls abandoned due to breakdown, call made / referred to the ICSI. The proposed solution must have comprehensive reports for various activities by the Contact Center:

- a. Numeric and graphical representation of call volume
- b. Calls for each interaction tracked by type (calls for information on specific service, calls for specific enquiries)
- c. **Number of dropped calls after answering, including:**
- d. **Ticket generation for complain received and sent to dealing officer through email. The officer will enter the data and close the ticket of ICSI.**
- e. **Calls that ended while on hold, indicating that the caller hung up**
- f. **Call that ended due to entry errors using the automated system indicating difficulty in using the system**

- g. Reports must have restricted access based on user access privileges.
- h. The ad-hoc reporting tool must enable reports to be exported to other formats like MS Excel, MS word format and/or graphs
- i. Agent based /Wrap based and other suitable reporting shall be there.

2.5.2 ANALYTICS

- a. The proposed solution must provide Contact Center Solution analytic capabilities that provide complete scenario analysis to measure the effectiveness of current activities and generate performance details.

2.5.3 The Enquiry / Complaint Registration System (Ticket Management System)

The Enquiry/Complaint/ Different Services as per the departments CRM shall be integrated or developed in consultation with the IT Department of ICSI. The software and system should have the facility to:

- a. Provide information about the Registration numbers and the details as the module provides
- b. Provide the list of documents required for admission registration/ training/ exemption/ membership enrollment, etc.
- c. Provide step by step process for different services of the departments
- d. Generate automatic unique tracking numbers for every complaint received.
- e. Generate automatic unique tracking numbers for every enquiry.
- f. The CRM should be integrated with the ICSI Server and ICSI.in/ ICSI.edu Portal so as to provide information about the status of the member/student.
- g. The software should be integrated with CTI, self-help IVRS, and Different Modules developed in ICSI for different Departments
- h. Comprehensive Dashboards Reports needs to be developed and should be available online to analyze the calling pattern and performance of the call center
- i. The software required for the integration for different modules will be arranged by the agency, which the selected agency shall make available to Contact Centre operators (i.e. accessible over the Internet). Any training on the software to the call center executives should be arranged for by the call center agency

2.6 Personnel Requirements

The calls shall be received by highly trained executives politely with a welcome message. Qualification of the Call Center Personnel is as under:

- a) Graduates with one year experience in call center
- b) Good command over English and Hindi is must and other Indian Languages known shall be given preference
- c) Age group (23 to 40 years)
- d) Apart from this, two supervisors shall be available to the ICSI for single point contact for all transactions.
- e) Call Center executives shall be selected in the presence of the ICSI officer as one of the member of the Selection Board / Committee.
- f) ICSI officials will visit Agency Premises on Regular Basis to verify the Qualification, Knowledge, Skills of the man power deployed.

2.7 Other Requirements

- a) The system shall be reliable, responsive and sensitive to the customer queries resulting in increased customer satisfaction by giving consumers a definite and assured response to their queries
- b) The Call Center shall have a system that centrally records, tracks and analyses the queries received make it feasible to measure/ improve performance of the institute's response towards stakeholders.
- c) Sufficient number of staff may be employed to manage all the activities other than attending the calls in their system.
- d) The Agency shall, prior to the commencement of the operation of contract, make available to the ICSI the particulars of all the manpower that will be deployed in the Contact Centre. Such particulars, inter alia, shall include age/date of birth, qualifications, marital status, permanent address, police verification report, etc.**
- e) The Agency shall be responsible for timely payment of wages to its workers deployed in the Contact Centre as per Minimum Wages Act and shall also fulfill all other statutory obligations if applicable, such as, Workman's Compensation, Fatal Accident, Personal Injuries, Provident Fund, Employees State Insurance etc. in force from time to time. The ICSI will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the Contractor, the Contractor shall be liable to indemnify the ICSI for the same. Under no circumstances the ICSI will be liable for the same. Agency must provide GST Certificate, PF & ESI Registration Certificate at the time of bidding.
- f) The Agency shall ensure proper discipline among its workers deployed in the Contact Centre and further ensure that they do not indulge in any unlawful activity. The workers deployed in the Contact Centre shall be issued Identity Cards bearing photographs by the Agency.
- g) The Agency shall ensure compliance of all laws in force from time to time with regard to the functioning of Contact Centre.
- h) It is very much essential to maintain utmost politeness while communicating with the callers
- i) ICSI reserves the right to increase or decrease the no. of seats / executives required.
- j) The Agency shall be personally responsible for conduct and behavior of its workers deployed in the Contact Centre and any loss or damage to the ICSI's moveable or immovable property due to the conduct of such workers of the Agency shall be made good by the Agency. If it is found that the conduct or efficiency of any person deployed in the Contact Centre is unsatisfactory, the Agency shall remove the concerned person and engage a new person within 48 hours of intimation by the ICSI. The decision of the ICSI in this regard shall be final and binding on the Agency.
- k) The Agency shall not appoint any other agency to carry out his obligations under the contract.

2.8 The Infrastructure to be provided by the ICSI:

- a. Database access from Server
- b. EPBAX system at ICSI

2.9 The Infrastructure to be provided by the Agency :

- **Servers**

9-11 Servers (Agency may increase or decrease as per number of PRI lines)

- a) 01 Domain**
- b) 01 File Server**
- c) 01 Antivirus Server**
- d) 01 Ticket Management Server**
- e) 01 ICSI Support Server**
- f) 01 Linux Server**
- g) 01 Database Server**
- h) 01 Proxy Server**
- i) 01 Rack Server in ICSI for DB Sync**

-

- **Agent Machines (Computers)**
- **Agent Machine Operating Systems**
- **Agent Machine Softwares**
- **Headphones**
- **Antivirus**
- **Internet Lease Line Services**
- **IVR Recording**
- **IVR CRM**
- **MPLS**
- **PRI Lines**
- **CTI & CLI software**
- **PRI Cards**
- **Switches**
- **MS-SQL Server License for Database**
- **Data Sync Software (Between ICSI and Agency over MPLS)**
- **Network Routers**
- **Initial Software Development (Ticket Management & Academic Line Software)**
- **Network Administrator**
- **Desktop support Engineer**
- **Database Administrator Software maintenance engineer (TMS & ICSI Caller Identification)**
- **Quality Analyst**
- **Hiring cost of Agents**
- **Transportation**

Miscellaneous & Other AMC Costs.

3. TECHNICAL/FUNCTIONAL SPECIFICATIONS:

The following questionnaire should be attached as part of the technical proposal with comprehensive answering to the questions (mentioned in the comments field). Blunt answers without relevant information will be considered as “No”.

3.1 TECHNICAL REQUIREMENTS

3.1 TECHNICAL REQUIREMENTS			
1	HARDWARE		
	Mention the technology hardware would be based upon (If you have specific hardware in the proposed solution, Please give brief details)		
	Is the hardware branded (Please list the brand and model)		
	Is there a facility to monitor the hardware failures		
	What is the storage capacity		
2	BUSINESS CONTINUITY		
	Automatic switch to mentioned Default Extension (operator) , if IVR malfunctions		
	Does the server architecture have Active – Passive redundancy		
3	DATABASE		
	What type of database(s) will be used		

3.2 FUNCTIONAL REQUIREMENTS

3.2 FUNCTIONAL REQUIREMENTS			
1	INTEGRATED VOICE RESPONSE (IVR)		
	Ability to support audio-text for playback of Numeric Inputs from the Data Base Server & frequently asked questions as per the IVR Call Flow & Call Tree		
	English/Hindi Language Support		
	Ability to capture information from a caller or identify a customer using CLI		
	Ability to route the caller to the ACD(Automatic Call Distribution) when the....		
	Ability to change the IVR route based on the customers' captured data (i.e. Customer segment)		
	Ability to capture all the customer's interactions with the IVR and pass it to the Contact Center (i.e. CTI Integration)		

	Ability to add multiple Pre Recorded Time Based or marketing messages on the IVR system		
	Ability to offer different IVR trees based upon customer class (Students, Members, etc.)		
2	The Contact Center Pop-Up Screen must have these Summary Items as first screen that can be immediately seen on call being routed to the Agent. (SAME WILL BE PROVIDED BY ICSI AS REQUIRED BY THE AGENCY)		
	Name		
	Residential Address		
	Contact No. (Office, Home, Cell No.)		
	Security question and Answer		
	Birth Date		
3	Ability of the system to provide all agent parameters to follow the login ID, irrespective of the physical location of their terminal		
4	Auto call routing		
5	Studio Recording with a Professional Voice Over Artist who have a working experience in Radio / Media Industry		
6	OTHER INTERFACES		
	Support for recording and monitoring calls handled by all agents		
7	ACD (AUTOMATED CALL DISTRIBUTOR) / CTI (COMPUTER TELEPHONY INTEGRATION)		
	Ability to allow Contact Centre agents to be members		
8	Ability of skills based routing to allocate calls to Contact Centre agents based on the skills		
9	Ability to support the following information messages and options that are relayed to voice callers while they are waiting in queues or put on hold by the contact Centre agent, specifically:		
	(A) Marketing messages		
	(B) Music		
10	CONTACT CENTER		
	Managers/Supervisors can:		
	(A) Listen to a call silently - not heard by the agent or the customer		
	(B) Interact with a call (both agent and the customer can hear the Supervisor)		
	(C) Coach the agent (only the agent can hear the Supervisor)		
	Ability to support auxiliary codes to enable call Centre agents to indicate their current mode of operation (i.e. Available/Unavailable/Wrapping Up/At Lunch, etc...)		

	Ability to place callers on hold and play marketing messages, or music from a live station while the caller is on hold		
	Ability to transfer calls back to the IVR		
11	RECORDING SYSTEM		
	Ability to provide automatic recording for all calls (voice and screen recording) - this has to capture at least the following information:		
	(A) Date		
	B) Time		
	(C) Call Duration		
	(D) Agent ID		
	(E) Caller Number or Caller ID		
	(F) Inbound/Outbound Identifier - System Generated		
	(G) Any other options		
	Searching capabilities with any combination of the following parameters:		
	(A) Date		
	(B) Time		
	(C) Agent ID		
	(D) Caller Number or Caller ID		
	(E) Number Dialed		
	(F) Inbound/Outbound		
	(G) Any other options		
12	REPORTING		
	Caller IVR Selection (Start to Finish)		
	Total amount of time callers had been on IVR		
	(A) Detailed		
	(B) Summary		
	Number of calls		
	(A) Total Number of Calls		
	(B) Number of Calls Diverted to Contact Center Agents		
	Number of calls dropped on the IVR stage		
	Queues analysis		
13	(A) Number of Calls		
	(B) Number of Waiting Calls		
	(C) Average Call Time		
	(D) Longest Waiting Time		
	(E) Abandoned Calls		
	Agent reports (Summary for All the Agents, Summary by Queue, and Detailed by Agent)		
	(A) Login & Logout Time		
	(B) Average Answer Time		
	(C) Average Talk Time		
	(D) Average Handling Time		
(E) Number of Dropped Calls before Pickup			

(F) Number of Dropped Calls after Pickup		
(G) Idle Time		
(H) Time Agent is Ready		
(I) Outbound Calls - Destination Numbers & Duration		
Reports can be accessible through the LAN/WAN		
Standard reports can be generated on half-hourly, hourly, daily, weekly, monthly, quarterly and yearly		
Is it one reporting module for all the system Components (i.e. ACD/CTI/IVR/Call Agent? Or, is it a separate reporting module for each component		
General Functionality		

3.3 Hardware Requirements for Server: The minimum specifications are left to the vendor for the server. The maintenance and redundancy shall be the responsibility of the vendor.

3.4 TRAINING

- The service provider shall provide comprehensive hands-on training to the Agents.
- The Engineer should visit every day for 15 days after implementation.
- The Engineer should visit every week for next One month after the completion of first 15 days.
- A SLA to attend the complaint within 3 working hours after logging the complaint should be signed by the service provider.

4 Mandatory Eligibility Criteria

- I. The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013.
- II. The Bidder must be registered as a company in India and should have been in operation for a period of at least 5 years (documentary evidence: certificate of incorporation to be provided)
- III. The bidder must be operating a Call Centre with minimum 50 Seats per shift as per Indian time schedule at Delhi/NCR. Here, the seat means, operating seat with all infrastructure of agent, seating arrangement, necessary infrastructure including computer hardware and software (the bidder must be able to submit documentary evidence and ICSI team may visit the bidder's premises where the call centre operation is being run to ascertain the fulfilment of the eligibility criteria by the bidder.)
- IV. The voice recording services (IVR and Self Service) will be provided by the vendor based on the mutually agreed call flow (Call flow will be prepared by the ICSI in consultation with Bidder). The change in IVR would be there at

- some time. Additional implements will be paid by the ICSI.
- V. The bidder can provide the facility in his own establishments and having the facilities and operation as per the documents with the agent,(Cost shall be per agent basis and lump sum charge for the Contact Centre solution in the price bid)
 - VI. The bidder should have handled at least 3 Business to Customer B2C/ call center engagements / Contact Centre Solution provided to three agencies(work orders or any other document are to be provided as documentary proof)
 - VII. The bidder should have successfully executed/continuing at least one similar project (Call Center Inbound/Outbound, Web Based Ticket System, CRM, MSSQL/Database Sync over MPLS) of similar nature in any of the Previous three (3) financial year; the bidder must have an annual billing of at least Rs.1 (One) Crore from Call Centre operation in immediately preceding financial year and out of which at least Rs.50 (Fifty) Lakh billing must be from Government/Semi-Government/PSUs/Autonomous Bodies/Statutory Bodies from Call Centre operation in immediately preceding financial year. (The bidder must submit a copy of work order/Purchase Order/performance certificate/completion certificate as proof of the above)
 - VIII. The bidder should have in-house Web Development/Custom Application Development Team to Support Ticket Management System, Academic Software & ICSI to Agency Database Sync. Bidder must have at least 3 years' experience in the field of website design, development and implementation CMS platform and he must have developed at least three web based applications in the latest CMS platform. Also, the resume of Web Developers to support the documentations **which is a mandatory requirement of this call Centre project because the ICSI Require customized Web Based Contact Centre Softwares which needs to be updated as and when required by ICSI.**
 - IX. The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. An undertaking in this regard from the Company Secretary or Authorised Signatory be provided.
 - X. The bidder should be a profit making company.
 - XI. The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/ICSI/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department/ICSI or Court of Law with regards to the works executed by it in the last three years. The bidder should undertake to have the Call Center completely functional in 20 days time (a separate undertaking on the same to be provided by the authorized signatory)
 - XII. The bidder Must have ISO 9001 or above Certificate.
 - XIII. The bidder should undertake to setup the required equipment and terminals, software and hardware etc., required for the functioning of the Contact Centre and shall run the Contact Centre services with customized CRM, IVRS, and different modules and software Integration. (an undertaking on the same to be provided by the authorized signatory)
 - XIV. Bidder must provide valid, PAN Card Number, ISO Certificate, GST Certificate, EPF & ESI Registration Certificate at the time of bidding.

5. VENDOR DETAILS TO INCLUDE

5.1 CLIENT BASE

- Total number of completed (live) installations in India (Customer site and in own premises of the bidder):

5.2 COMPANY INFORMATION, SUPPORT AND DEVELOPMENT

- I. Total number of employees?
- II. Total number of office locations (domestic to corporate office)?
- III. Year company was established (both for solution and solution provider)
- IV. Resource availability for project implementation and ongoing support.
- V. Support Centers.
- VI. Implementation & post production support by vendor or 3rd party.
- VII. Quality Certification like ISO etc.

5.3 REVENUE

Annual Report with the Balance Sheet and Profit & Loss Accounts for three years ended as on 31.03.2017.

6. Service Level Requirements

The Service Level Agreements (SLAs) are classified into two categories:

- a) Project Start-up SLAs and
- b) Operational SLAs

The project start-up SLAs will apply until the Contact Centre is operational. The operational SLA's specify the service levels to be adhered to by the Contact Centre post the Go-live of operations.

6.1 Project Start-up SLA

Requirement: The following activities shall be completed and the Contact Centre shall Go-live with T + 20 calendar days, wherein "T" refers to the date of issuance of Letter of Award of Contract:

- I. Set Up of the Contact Centre Solution at ICSI Integration of Server with Different Modules, Data Integration, etc.
- II. Developing CRM if any.
- III. Recruitment of Manpower
- IV. Setting up of Workstation and Office Infrastructure
- V. Procuring of Fancy Number for the Call Center with Hunting Lines
- VI. Setting up of Interactive Voice Response System (IVRS)
- VII. Rollout of the CRM for Testing and Mock Calls
- VIII. Go-live & start of Contact Centre operations

Following penalties will be applicable in case of any delay of the above requirement.

- A penalty of Rs. 5,000/- (Rupees Five Thousand Only) per day will be levied for each day of delay.
- ICSI will invoke the Bank Guarantee/ Security Deposit amount and terminate the contract when the delay is in excess of 7 calendar days.

6.2 Operational SLA

6.2.1 Availability of help line during working hours

Penalty will be imposed as per the following slabs of performance Availability:

- Baseline Performance Requirement Help line shall be available for 99% of the time; no penalties are applicable.
- 1% penalty of monthly service charges for performance Availability is between 95 – 99%.
- 2% penalty of monthly service charges due to the call center service provider for performance Availability is between 90 - 95%.
- 5 % of monthly service charges due to the call center service provider for performance availability less than 90%.

6.2.2 Average call time

Baseline Performance Requirement Average call time shall be less than 5 minutes; no penalties are applicable when baseline requirements are met Lower performance Average call time is between 5 – 10 minutes, in which case 2% of monthly service charges due to the call center service provider will be deducted as penalty Breach Average call time is more than 10 minutes, in which case 5% of monthly service charges due to the call center service provider will be deducted as penalty Basis for measurement System logs 10

6.2.3 Percentage of calls on which caller was put on hold

Baseline Performance Requirement < 10% of calls; no penalties are applicable when baseline requirements are met Lower performance 10-30% of calls, in which case 5% of monthly service charges due to the call center service provider will be deducted as penalty Breach > 30% of calls, in which case 7% of monthly service charges due to the call center service provider will be deducted as penalty Basis for measurement System logs

6.2.4 Sample calculation

Assuming that the service provider is in “Breach” of all the operational SLA’s, the penalties applicable will be calculated as follows:

- 10% of monthly service charges will be deducted on account of the SLA “Availability of Help Line during working hours”
- 5% of monthly service charges will be deducted on account of the SLA “Average call time”
- 7% of monthly service charges will be deducted on account of the SLA “Percentage of calls on which caller was put on hold”

Thus, a total of 22% of monthly service charges due to the call center service provider will be deducted.

7. Bidding Process

- This invitation for bids is open to all companies registered in India who fulfill prequalification criteria as specified in the various sub sections of this RFP.

- ii. Bidders declared by Government of India to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices shall not be eligible.
- iii. Breach of general or specific instructions for bidding, general and special conditions of contract with Government of India or any of its user organizations during the past 3 years may make a bidder ineligible to participate in bidding process.
- iv. Bidder shall submit only one bid, and a company submitting more than one bid shall be disqualified and liable to be black-listed by the ICSI.
- v. Invited Bidders are advised to study this tender document carefully. Submission of Bid for the Project shall be deemed to have been done after careful study and examination of this document with full understanding of its implications
- vi. Bids shall be submitted in as per the bid submission timelines specified in the bid document.
- vii. For any clarifications on this tender, kindly contact achla.kulshreshtha@icsi.edu.

7.1 Procedure for Submission of Bids

7.1.1 Tender Processing Fees and Download of Tender Document

Bidder can download the tender document for free from the portal (www.icsi.edu) till the due date and time for bid submission. Bidder shall pay the tender processing fees of Rs.590 (Rs.500 + 18% GST) (Rupees Five Hundred and Ninety only) to participate in this tender. The tender processing fee has to be paid through Demand Draft in favor of “The Institute of Company Secretaries of India”, payable at New Delhi,

The Tender Document without the tender processing fee will not be entertained.

7.1.2 Modes of Submission

All interested bidders shall pay EMD and Tender Processing fee and submit their Pre-qualification, Technical and Commercial RFP responses physically.

1. Sealed tenders are invited under two bids system directly from the established, registered, reputed companies and having sufficient Infrastructures for providing Contact Centre solution or Contact Centre Service to the Institute.
2. The tender document may be obtained during working hours from **April 5, 2018 to April 25, 2018 (till 01.00 PM) on all ICSI-HQ working days on payment of Rs.590/- (Rs.500 + 18% GST)** from the Reception Counter of the Institute on cash payment or by submitting a demand draft in favour of “**The Institute of Company Secretaries of India**”, payable at New Delhi. The tender document can also be downloaded from the website of the Institute (www.icsi.edu) for which bidder would be required to enclose a demand draft of **Rs.590/- (Rs.500 + 18% GST)** towards the cost of the tender document along with their quotes, failing which the tender shall be out rightly rejected. If any discrepancies found in the downloaded version of the tender, the version of the tender document kept at Purchase cell of the Institute will be treated as authentic correct.
3. **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as “**No.1 – EMD & Tender Fee**”), (ii) signed tender document, Annexures along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as “**No. 2 – Technical Bid**”), (iii) only Commercial Bid is to be put in **Envelope No. 3** (Please mark the Envelope as “**No.3 – Commercial Bid**”). All the

sealed envelopes bearing No. 1, 2 and 3 as mentioned above are to be put in main envelop i.e. Envelope No. 4.

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

The sealed tender envelope duly super scribed, “**Selection of Agency for Providing Contact Centre Solutions to ICSI** ” due on March 12, 2018 ” should be addressed by name to **Shri Dinesh C Arora, Secretary**, The ICSI and sent at the Institute’s address given below either by registered post/speed post/courier or by dropping in the tender box placed at 5th floor of Institute’s Headquarter at its Noida office address as mentioned below & should reach on or before **2.00 PM on April 25, 2018**

Address:

Shri Dinesh C Arora
Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, **(5th Floor : Tender Box)**
Sector-62 Noida – 201309 (UP)

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

5. Earnest Money Deposit (EMD)

- i. The Earnest Money Deposit (EMD) of Rs.3,15,000/- (Rupees Three Lakh Fifteen Thousand only) in the form of Demand Draft/pay order drawn in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at New Delhi only is to be submitted along with the bid.
- ii. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be recovered from the payable amount to the vendor. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder.

Forfeiture Of EMD:

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

- i. the bidder withdraws its bid;
- ii. the selected bidder does not accept the Purchase / Work Order;
- iii. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.

6. **Technical Bids shall be opened on April 25, 2018 at 3:00 PM** in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 in the presence of those bidder(s), who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, the due date for opening of the bids will be the following working day at the appointed time and venue.
7. Commercial bids of only those bidders whose technical bids are accepted / qualified will be opened for the 2nd stage selection and the date of opening will be communicated to the qualified bidders only for remaining present while opening of the commercial bids.
8. Rates on various items will be finalized after scrutinizing /checking the commercial bids and the successful bidder will be communicated through the Letter of Intent (LOI).
9. The EMDs of the unsuccessful bidders will be refunded without any interest after completion of tender process. The EMD of the Successful bidder will be refunded after submission of the Security Deposit/ Bank Guarantee by the party.
10. All the pages/documents of the Tender should bear the dated signature of the Bidder. All the entries by the Bidder should be in one ink & legibly written. Any over-writing corrections & cuttings should bear dated initials of the Bidder. Corrections should be made by writing again instead of shaping or over-writing.
11. Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will be taken as final.
12. The ICSI reserves the right to reject or accept any or all bid without assigning any reasons and to restrict the list of pre-qualified agencies to any number deemed suitable by it, if too many bidders are received satisfying the basic pre-requisite criteria.
13. Conditional tenders shall not be entertained.
14. Bidder may visit the site on any working day during working hours for assessment of job and site conditions. The contact detail of the ICSI representative for coordination of inspection is Mr. Ankur Yadav, JS(SG), Dte. of Student Services, Phone 0120-4522012. All the bid documents shall be filled by the bidder and submitted along with other bid documents. Bid(s) with Incomplete and incorrect documents shall not be entertained.
15. **PRE BID MEETING:** the pre bid meeting will be held on **April 12, 2018** at ICSI House, C-36, Sector-62 Noida – 201309 (UP) 11:00 AM. Any clarification sought on the tender may be discussed on the pre bid meeting.

7.2 Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

7.3 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by the ICSI. The ICSI will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

7.4 Clarification on Tender Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address and as per schedule indicated in “Invitation for Bids / Key events and dates”. The queries must be submitted in the following format only to be considered for clarification:

Sl. No	Section No./ Clause No.	Page No.	Reference/ Subject	Clarification Sought
..

The queries not adhering to the above mentioned format would not be responded.

The ICSI will not respond to any request for clarification to queries on the Tender Document, after the dates prescribed in Invitation for Bids / Key events and dates. The clarification may be sought till **April 11, 2018 upto 12:00 noon**.

7.5 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the ICSI, shall be written in English language. Any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

This bid should be filed in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

7.6 Amendment of Tender

- a. At any time prior to the last date for receipt of Bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender.
- b. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any amendments.
- c. The ICSI may at any time during the Tendering process but before opening the technical bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

7.7 Bid Validity Period

7.7.1 Period of Validity of Bids

Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the ICSI. A bid valid for a shorter period may be rejected as non-responsive. However, the prices finalized after

opening the tenders shall not increase throughout the period of implementation and operation. The price on extension of the contract may be revised in mutual agreed terms and conditions.

7.7.2 Extension of Period of Validity

In exceptional circumstances, the ICSI may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of EMD shall also be suitably extended.

7.8 Modification and Withdrawal of Bids

7.8.1 Written Notice

The Bidder may modify or withdraw its bid after the bid's submission, provided the bidder does withdraw the bid before the last date for bid submission.

7.8.2 Signing and Marking of Notice

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

7.8.3 Last Date for Notice

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

7.9 Consortium Bids

The Bidder is NOT allowed to form Consortium of any nature whatsoever to perform the Services as specified under this RFP.

7.10 Contacting the ICSI

7.10.1 Contact by Writing

No bidder shall contact the ICSI on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the ICSI, it should be done in writing.

7.10.2 Rejection of Bid

Any effort by a Bidder to influence the ICSI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of its bid.

7.11 ICSI's Right to Vary Scope of Contract at the time of Award

- a. The ICSI may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
- b. If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder

for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of ICSI's changed order.

7.12 ICSI's Right to Accept Any Bid and to reject any or All Bids

- a. The ICSI reserves the right to accept any bid and to annul the entire tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action.
- b. The ICSI reserves the right to discuss on the commercials with the selected Bidder and seek revised commercial bid.

7.13 Notification of Award

7.13.1 Notification to Bidder

Before the expiry of the period of validity of the proposal, the ICSI shall notify the successful Bidder in writing by registered letter or by fax or e-mail, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance and the contract will within seven (7) days of receiving the notification.

7.13.2 Signing of Contract

The acceptance of the Contract by putting parties authorized persons signature would be treated as an agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the contract. At the same time as the ICSI notifies the successful Bidder that its bid has been accepted, the ICSI will send the Bidders the Performa for Contract, incorporating all agreements between the parties as per the tender and further discussion. Within 3 days of receipt of the Contract, the successful Bidder and ICSI shall sign and date the Contract.

7.13.3 Discharge of Bid Security

Upon the successful signing of the contract/agreement, the Bidder has to provide performance guarantee, which shall be submitted within 10 days of the notification of the award. On receipt of the performance guarantee, the bid security of all technically qualified bidders and Bid Security of bidders found technically rejected will be refunded without any interest or bank charges within a period of three months from the date of award of contract to the successful bidder

7.13.4 Expenses for the Contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder. ICSI shall not pay any such expenses.

7.13.5 Failure to abide by the Contract

The conditions stipulated in the Contract /agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the ICSI with such penalties as specified in the Bidding document and the Contract.

7.14 BANK GUARANTEE/SECURITY DEPOSIT FOR CONTRACT PERFORMANCE

1. The successful bidder has to submit the security deposit / performance guarantee in accordance with the Terms & Conditions of Contract, in the Contract Performance Guarantee Bond provided in the Annexure to this RFP Volume of equivalent amount of 5 % of the contract price on awarding the contract within 10 days of issue of order but before execution of the agreement, to cover any loss or damage caused to or suffered by the

Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms and conditions of the contract and conditions contained in the agreement. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.

2. Failure of the successful Bidder to comply with the requirement and breach of terms & conditions of tender and agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In case of exigency, if the ICSI gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

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

7.15 Confidentiality of the Document

This Tender Document is confidential and the ICSI shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever. During the processing of this tender and thereafter, any ICSI's Confidential Information received by the bidder (s) / Agency, under and by virtue of this tender / 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 ICSI 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 tender "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. The selected Contact Centre agency shall execute a Non Disclosure Agreement (NDA) with the ICSI to this effect.

7.16 Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

7.16.1 Pre Qualification cum Technical Rejection Criteria

- a. Bids submitted without or with improper EMD / cost of tender.
- b. Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- c. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- d. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- e. Bids without signature of person (s) duly authorized on required pages of the bid
- f. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

- g. Failure to furnish proofs for information provided
- h. Technical Bid containing commercial details. Bidders shall ensure that commercial documents are properly filled up and sealed in another envelope.
- i. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- j. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- k. Failure to furnish proofs for information provided
- l. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- m. Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- n. The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- o. If the bid does not confirm to the timelines indicated in the bid.
- p. The Bidder does not have necessary licenses and approvals, including those of local, state, and central governments required for successful completion of assignment

7.16.2 Commercial Rejection Criteria

- a. Incomplete Price Bid
- b. Price Bids that do not conform to the Tender's price bid format.
- c. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

7.17 Concessions permissible under statutes

Prices bids should be inclusive of all statutory taxes, fees, cesses, duties, levies, charges, rate and other components etc. except GST which should be submit separately in the commercial bid Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. The ICSI will not take any responsibility towards this. However, ICSI may provide necessary assistance, wherever possible, in this regard.

7.18 Liquidated Damages & Indemnity

Subject to clause for Force Majeure if the bidder fails to complete the assignment in compliance to the RFP before the scheduled completion date or the extended date or if agency repudiates the Contract before completion of the Work, the ICSI at its discretion may without prejudice to any other right or remedy available to the ICSI in the RFP and the Contract, forfeit the entire performance bank guarantee submitted by the agency, apart from blacklisting of the agency for further participation in any of the tenders of the ICSI. Any such recovery or liquidated damages shall not in any way relieve the agency from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

INDEMNITY:

The Agency 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 its failure to faithfully carry out its obligations under this agreement or negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Agency or its employees, agents, representatives 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.

7.19 Termination of Contract

Agency shall adhere to all the requirements of RFP and shall comply with the standard NDA (Non-Disclosure Agreement) of the ICSI to ensure data privacy.

The agreement in whole or part can be terminated at the option of the ICSI, if the ICSI for any reason whatsoever does not require the whole or part of the job thereof as specified in tender / agreement to be carried out and in the said event the ICSI shall give notice of one month in writing of the fact with reason to the Agency.

The Agency shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI and of any alterations having been made by the ICSI in the original specification or the designs and instruction which shall involve any curtailment of the work contemplated.

Further, any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by both the parties during the period of termination notice and the same must be satisfied before this agreement is terminated.

Where a change of management of the Agency has occurred whereby the Agency company has merged, amalgamated or been taken over, due to which the majority shareholding of the Agency has been transferred to another entity, and in case requirements for the Agency set out in the RFP are not complied with, the ICSI can by a 15 (Fifteen) days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

The ICSI without prejudice to its rights to impose such penalties any other remedy as specified in the RFP and the Agreement, reserves the right to terminate the agreement in whole or in part and also to blacklist the Agency for a suitable period in case he fails to honor his obligations, duties, responsibilities or responsibility provided under the tender / agreement without sufficient grounds or found guilty for breach of condition /s of the tender / agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by the Agency or by its staff / agent / representative. In such case of termination, the ICSI will have the right to put in place any other agency for carrying out the remaining enrolment work. Any extra expenditure shall be recovered from the agency.

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 Agency.

7.20 Force Majeure

a) Neither Party to this tender / Contract/Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other party directly to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labor disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

b) The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.

- I. In the event the Force Majeure substantially prevents, hinders or delays the Agency's performance of Services necessary for project's implementation or the operation of Project's critical business functions for a period in excess of 3 days, the ICSI may declare that an emergency exists. However, when the situation arising out of force Majeure comes to an end in the assessment of ICSI, the Agency shall resume normal activities under this agreement immediately. If ICSI considers it necessary, may grant an extension of time to the Agency for resuming normal activities under this agreement. If the Agency does not resume normal activities immediately or within the extended period, if any, granted by the ICSI, the ICSI will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of Agency and/or terminate this Agreement and/or blacklist the agency.
- II. Notwithstanding the terms of this Article, the failure on the part of the Agency terms under the RFP to implement any disaster contingency planning, insurance coverage and back-up and other data safeguards in accordance with the terms of the RFP or this Contract/Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

7.21 Arbitration

In case of any dispute, difference, claims and demands arising in relation or connection or pursuant or touching to the meaning, operation, effect or interpretation of this tender / agreement, the authorised official of the ICSI and the Agency will address the disputes/differences for mutual resolution and failing which the matter shall be referred to a sole arbitrator to be appointed by the Secretary of the Institute. The Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings and the venue of the arbitration shall be at New Delhi. The award of the arbitrator shall be final and binding to both the parties. The cost of the Arbitration proceedings shall be shared equally by both the parties.

7.22 Jurisdiction

All disputes arising out of at any time relating to this tender / agreement shall only be subject to the jurisdiction of Courts at Delhi only.

8 Evaluation of Technical and Commercial Proposal

8.1 Opening of Pre Qualification and Technical Bids

The committee would evaluate both Pre-qualification cum Technical bids based on the details provided in the RFP and the committee may seek the bidders to make a technical presentation on a specified date and time. Decision of the committee would be final and binding upon all the Bidders. The bids will be opened on or after the date and time specified in the RFP. The commercial proposal of those bidders found technically qualified only will be opened.

8.2 Financial Evaluation

The Commercial Bids of only the technically qualified bidders will be opened for evaluation. The bidder will be decided based on L1 criteria. L1 will be calculated as per the explanation given in the commercial bid format. The bid with the lowest total price (i.e. the all inclusive price except GST) will be awarded the contract.

9 Awards of Contract and its Execution:

- a. Lowest quoted rates in the financial bid and the conformity to the requirements specified in the RFP shall be the basis for awarding the contract.
- b. The ICSI reserves the right to discuss with the successful bidders who have been ranked based on the Evaluation. If the ICSI is not able to finalize a service contract/agreement with the bidder who stands first, ICSI may proceed to the next ranked bidder and so on, until a contract is awarded.
- c. The Agency is bound to submit any clarification / additional documents that the ICSI may request and same should be furnished within the specified timelines. The cost incurred by the bidders towards application/clarifications or discussions/conference shall be borne by the bidders and the ICSI in no case will be responsible or liable for such costs irrespective of the outcome of the process.
- d. The appointed Agency shall provide the detailed profile of the manpower (along with the certificates/testimonials) that would be deployed in the ICSI, as per this RFP, before operation of the project. The manpower whose profiles are found to be in deviation from the requirement described in this RFP will stand summarily rejected.
- e. The successful bidder shall not further delegate / assign / outsource the assignment to other individual/firms/organizations and if found so, the contract shall be deemed to be cancelled and this shall also lead to blacklisting of the Agency.
- f. Confidentiality: The Agency and the manpower hired shall not at any time, communicate to any person or entity any confidential information acquired in the course of providing the services and thereafter except when specifically so directed by the ICSI. The selected Contact Centre agency/ the firm set up the Contact Centre solution and manpower shall provide a Non Disclosure Agreement (NDA) enclosed with this RFP.

10 PAYMENT TERMS

- a. **Bills for providing Contact Centre services shall be submitted by the Agency/Agencies by the 5th day of subsequent month**
- b. **75% of the bill amount (for the previous month) will be paid to the Contact Centre agency by the 15th day of the month. The remaining 25% will be paid by end of the month, subject to implementation of SLA's.**
- c. **Payments shall be subject to deductions of any amount for which the Agency is liable under the agreement against this contract.**
- d. **Payments shall be inclusive of all taxes as applicable**
- e. **Should there be a requirement for extension of services of Contact Centre; payments shall be made as per the terms and conditions of the initial contract subject to revision of price as per the contract.**
- f. **The bill shall be submitted to the designated officer of the ICSI.**

11. Contract Validity

Initially the contract will be awarded for a Period of 3 years with initial 3 months trial period. The contract may be extended further on mutually agreed Terms & Conditions agreed by both the parties. ICSI reserves the right to cancel the contract if trial period is not found satisfactory.

12 ANNEXURES

12.1 Format 1 – Bid Letter (In the Company’s Letter head)

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

Sir,
Subject: Selection of agency providing Contact Centre Solution to the ICSI.

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect to the Selection of agency for Setting up of Call Center or Providing Contact Centre Solution to the ICSI, do hereby propose to provide our services as specified in Tender.

1) Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. This is enclosed in Section -- to Section -- of our technical bid. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

2) Bid Security

We have paid an EMD of Rs. _____ (Rupees _____ only) vide DD No, Drawn on _____ Bank . This EMD is liable to be forfeited in accordance with relevant provisions of the RFP

3) Deviations

We declare that all the services shall be performed strictly in accordance with the bid documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary any-where else in our bid:

- Statement of Deviations on technical, commercial and terms and condition

Further, we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.

4) Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee of Rs _____ (Rs _____ Only) in the form prescribed in the RFP.

5) Validity of this Bid

We agree to abide by this tender response for a period of 180 days from the date of submission of the bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the ICSI.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at the ICSI put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and the ICSI or its appointed representatives. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory)

Name : Designation :

Seal :

Date :

Place :

Business Address:

12.2 Format 2 - General Information about the Bidder

Details of the Bidder (Company)		
1.	Name of the bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt. Ltd)	
4.	Details of Incorporation of the Company	Date:
		Ref. #
5.	Details of Commencement of Business	Date:
		Ref. #
6.	ISO Certificate Number	
7. (a)	Valid GST registration no.	
(b)	ESI Registration Number	
(c)	EPF Registration Number	
8.	Permanent Account Number (PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10	Telephone No. (with STD Code)	
11	E-Mail of the contact person:	
12	Fax No. (with STD Code)	
13	Website	
14	Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No. (a) Tender Fees (b) EMD (c) MSME/NSIC Regn. No. (if applicable) & its valid period	
15	Name of the Banker, Branch Name, A/c No. and IFS Code	
16	Trade License/Business License/CIN (if applicable)	

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No._____. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “ _____(name of the

work or supply)" as per Financial Bid (Part 'C').

Signature _____

(Authorized signatory of the agency)

Name of the bidder_____

Date_____

Official seal of bidder _____

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

12.3 Format 3 – Declaration of Acceptance of Terms and Conditions in RFP

To,
The Secretary
Institute of Company Secretaries of India
ICSI House, C-36, **5th Floor : Tender Box**
Sector-62 Noida – 201309 (UP)

Sir,
Subject: Selection of agency for Providing Contact Centre Solution to the ICSI.

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] Regarding Selection of an agency for Setting up of Call Center or Providing Contact Centre Solution to the ICSI

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name Designation
Seal
Date:
Business Address:

12.4 Format 4: Undertaking on Being Not Black-Listed

This is to certify that << COMPANY NAME >> is not blacklisted by the Government of India / or any Government or any of its agencies for any reasons whatsoever and the bidder should not be blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on 25th April, 2018 or on the date of submission of bid whichever is earlier.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

12.5 Format 5: Undertaking on Office Premises & Resources

This is to certify that << COMPANY NAME >> has an office in the Delhi / NCR. Relevant address proof is enclosed.

Company Secretary / Authorized Signatory

Name of Signatory: Bidder

Name:

Date

Place

12.6 Format 6: Commercial Bid form

For the Agencies who will provide Contact Centre services in the agencies premises as per 2.8

NAME OF THE COMPANY: _____

S.no.	Description	HSN/ SAC code (a)	Rate (all inclusive except of GST) (in Rs.) (b)	GST(c) = (b) * GST rate	total (d) = (c)+(b)
1 (a)	All inclusive rate per Contact Centre agent (8-hour shift) per month for Year 1				
	All inclusive rate per Contact Centre supervisor (8-hour shift) per month for Year 1				
1 (b)	All inclusive rate per Contact Centre agent (8-hour shift) per month for Year 2				
	All inclusive rate per Contact Centre Supervisor (8-hour shift) per month for Year 2				
1 (c)	All inclusive rate per Contact Centre agent (8-hour shift) per month for Year 3				
	All inclusive rate per Contact Centre Supervisor (8-hour shift) per month for Year 3				
2 (a)	Charges for MPLS Line of 2 MBPS between ICSI Noida and Vendor Premise				
2 (b)	Renewal Charges for MPLS Line of 2 MBPS between ICSI Noida and Vendor Premise for 2 nd Year				
2 (c)	Renewal Charges for MPLS Line of 2 MBPS between ICSI Noida and Vendor Premise for 3 rd Year				
3 (a)	DNI Call 1 Agent / workstation (8-hour shift) – 1 st Year				
3 (b)	DNI Call 1 Agent / workstation (8-hour shift)– 2 nd Year				
3 (c)	DNI Call 1 Agent / workstation (8-hour shift)– 3 rd Year				
4.	All inclusive rate per 3 PRI Lines				
	Total				
Amount in words (Rupees _____)					
<u>Remarks:</u> a) No other payment besides the above will be made to the service provider b) All applicable taxes shall be included in the rate quoted per Contact Centre seat					

(Signature of the Authorised Signatory with name, designation & Seal)

12.7 Format 7: Performance Bank Guarantee from a Scheduled Bank

FOR PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No

Dated

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

1. Against contract vide Advance Acceptance of the Tender covering "RFP for " (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs _____/- (Rs. only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the

part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

WITNESS NO. 1

Authorised Bank Representative

(Signature)
Full name and official
Address (in legible letters)

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

WITNESS NO. 2

(Signature)
name and official
legible letters)

Attorney as per power of
Attorney No..... Full
Dated..... Address (in

12.8 Format 8: Undertaking on litigation(s)

This is to certify that << COMPANY NAME >> is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

Company Secretary / Authorized Signatory

Name of Signatory: Bidder

Name:

Date:

Place:

12.19 Format 9

Draft Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is entered into on this _____ day of _____ by and between THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI) having its head office at :

ICSI House, No. 22 Institutional Area, Lodi Road, New Delhi – 110003 and Noida office at ICSI House, C-36, Sector-62 Noida – 201309 (UP)

(hereby referred to as “**Disclosing Party**”)
AND

_____ with and address at _____ (hereby referred to as “**Recipient**” or the “**Receiving Party**”).

AGREEING TO THE FOLLOWING POINTS
POINT 1

Recipient Party agree to the following clause:

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

The Recipient hereto is assigned task of...../ entered into an agreement with the desires to participate in discussions regarding _____ (the “**Transaction**”) for During said task / agreement, Disclosing Party may share certain confidential information / data pertaining to its Stakeholders with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

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

- (i) the results of Company Secretary Examination,
- (ii) database of members and students in any form
- (iii) Registration details of students for scanning
- (iv) Students details for Admit card / Attendance sheet
- (v) all other confidential information or proprietary information (i) identified in written or oral format by the Disclosing Party to the Receiving Party to this Agreement with a competitive advantage, including trade secrets, computer software, data and know-how, copyrightable materials, , timetables, f and stakeholders lists as related to the products and services (current and prospective) of each of the parties.(ii) or the Receiving Party knows or has reason to know the disclosed information is confidential, or proprietary information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as Stakeholders secrets

2. Disclosure of Confidential Information.

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

3. Use of Confidential Information.

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

4. Compelled Disclosure of Confidential Information.

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

5. Term.

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

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the assignment / agreement executed between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at

such time as the Disclosing Party may so request. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

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

9. No Binding Agreement for Transaction.

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

10. ARBITRATION:-

In case of any dispute, difference, claims and demands arising in relation or pursuant or touching to the meaning or interpretation of this agreement, the authorised official of the Disclosing Party will address the disputes/differences for mutual resolution and failing which the matter shall be referred to the sole arbitration of the Chief Executive of Disclosing Party 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 decision / award of the arbitrator shall be final and binding. All disputes arising out of this tender are subject to the jurisdiction of Courts in New Delhi.

11. Miscellaneous.

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

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

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

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

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

(f) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

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

Disclosing Party

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI)

Address: ICSI House, 22, Institutional Area Lodi Road New Delhi

Authorized Signatory: _____

Receiving Party

Ticket Management System (TMS)

(1)- TMS Portal (ICSI Call Centre Agent Part)

- (i)- There is a unique User Name & Password for all Call Centre users.
- (ii)- Call Centre Agents are using this portal to raise the Tickets of Students/Members.
- (iii)- These are the Mandatory fields of this portal –
 - (A)- Student Registration Number/Membership Number
 - (B)- Register Email ID
 - (C)- Student/Member Name
 - (D)- Department
 - (E)- Topic
 - (F)- Description of the Ticket
 - (G)- Ticket Submission Tab
- (iv)- In this portal, ICSI Call Centre employees can check all tickets information through Student Registration Number **OR** Membership number.

(2)- TMS Portal (ICSI Employees Part)

- (i)- There is a unique User Name & Password for all Call ICSI Employees.
- (ii)- ICSI employees can check all New Tickets details in their accounts where they will get a **EDIT** button.
- (iii)- After clicking on Edit button ICSI Employees Can resolve that ticket with the resolution remarks.
- (iv)- ICSI employees are having the right of Re-Assigned the tickets to other departments **(In Case any ticket is not relevant for them)**

(3) - TMS Portal (Students/Members Part)

- (i)- This portal is sending the unique ticket number to all the Students/Members **(Where Call Centre Agents are raising the tickets)**.
- (ii)- Students/ Members are getting their Tickets number on their register email ID's with URL to check the ticket status.
- (iii)- Student/Members can check their tickets resolution by entering their Registration number/Membership number & Ticket number on provided URL.

(4)- TMS Portal (For Reports Purpose)

- (i)- Through this portal we can fetch the **Hourly_Wise Call Report** (Between 7 AM_11 PM).
- (ii)- Average Call Handling time report (**ACHT**) is available in TMS Portal.
- (iii)- We can check the Answered Calls Count, Queue Calls count, IVR calls count & Out Calls count **(Between two dates OR Single day)**.
- (iv)- We can fetch the Hold calls report on **Day_Wise basis & Month_Wise basis** through this portal (As per the requirement).
- (v)- We can check the counts of those calls also who are coming at Non_Working hours **(On National holidays, Sunday, After 11 Pm, Before 7 AM etc)**.
- (vi)- With the Help of Unique Ticket number we can check the resolution of ICSI **(Ticket History)**.
- (vii)- We can fetch the All Tickets report through this portal (Resolved Tickets & Unresolved tickets)— Monthly basis OR Between two days which is as per the requirement.

Academic Portal

Rating Form (Required Information for Rating form)

Name of the Student

Email of the Student

Phone Number of the Student

Registration Number of the Student

Program Name

Subject Name (In which student wants the clarification from Faculty)

Name of the Faculty (We have to select one faculty from the list shown)

Faculty Code (This is showing there automatically after selecting the faculty name)

Phone no of the Faculty (Faculty number where we will transfer the student's calls)

All Faculties Member Record Details

This screen shows the all faculty details who are registered with ICSI & In this screen we have the serial wise details of registered faculties as mentioned below :

Name of all the faculties

Faculty code of all registered Faculties

Registered Contact numbers of all the faculties

Time Table of the all faculties (Availability Timing for Attend the Calls)

How to Search the relevant Faculty for Transferring the Call

1st we have to select the Program name (As per the Students Query)

2nd We have to select the Subject name (As per the Student Query)

3rd There will be an available faculties list for that particular time & Particular subject for transferring the call.

Faculty Call Record Details

We can check the faculties total calls counts, Total Minutes, Total Rating, Average Rating etc **(Between two dates & Single date)**, Also we are having the all Rating forms of faculties in our database.

*****End of Tender*****