



## **Request for Proposal (RFPs)**

**For**

**Selection of Agency for Establishment  
& Running of Call Centre and  
Analytical support for Different  
Activities of GMVN**

**BY**

**GHARWAL MANDAL VIKAS NIGAM**

**RFP No.**

**Dated:14/07/2023**

Bid Identification Number:

## Contents

<b>Section 1: Invitation of Bids</b> .....	<b>6</b>
<i>List of Abbreviations</i> .....	<b>8</b>
<i>Schedule of Activities</i> :.....	<b>9</b>
<i>Other Key Information</i> :.....	<b>10</b>
<i>Disclaimer</i> .....	<b>11</b>
<i>Definitions and Glossary</i> .....	<b>12</b>
<b>Section 2: Instructions to Bidders (ITB)</b> .....	<b>14</b>
1. <i>Introduction to RFP</i> .....	<b>14</b>
2. <i>Compliant Process/Completeness of Response</i> .....	<b>14</b>
3. <i>Language of the Proposal</i> .....	<b>14</b>
4. <i>Pre-Submission Meetings and Clarifications</i> .....	<b>14</b>
5. <i>Right to Terminate the Process</i> .....	<b>14</b>
6. <i>Conflict of Interest</i> .....	<b>15</b>
7. <i>Corrupt or Fraudulent Services</i> .....	<b>15</b>
8. <i>Confidentiality</i> .....	<b>17</b>
9. <i>Late Receipt of Proposals</i> .....	<b>17</b>
10. <i>Disqualification</i> .....	<b>18</b>
11. <i>Right to Accept Any Proposal and to Reject Any or All Proposals</i> .....	<b>18</b>
12. <i>Signing of Contract</i> .....	<b>18</b>
13. <i>Instruction for tender submission</i> .....	<b>18</b>
14. <i>RESOLUTION OF DISPUTES</i> .....	<b>19</b>
<b>Section C – Preparation of Proposals</b> .....	<b>21</b>
<b>Section D – Proposal Submission and Evaluation</b> .....	<b>24</b>
<b>Section E – Project Deliverables and Payment Terms &amp; Schedule</b> .....	<b>31</b>
<b>Section E – Data Sheet and Instruction to Bidders</b> .....	<b>40</b>
<b>Section F: Technical Proposal</b> .....	<b>43</b>
<b>Section G – Technical and Financial Forms</b> Checklist of Required Technical Forms .....	<b>45</b>
<b>Bid Submission form</b> .....	<b>47</b>
<b>FORM TECH -1 ORGANIZATION AND EXPERIENCE</b> .....	<b>49</b>
<b>FORM TECH-2</b> .....	<b>50</b>
<b>FORM TECH-3</b> .....	<b>50</b>
<b>Form TECH-4:</b> .....	<b>50</b>
<b>Section – H: Checklist of Required Financial Forms</b> .....	<b>51</b>
<b>FIN-1 Financial Proposal Submission Form</b> .....	<b>51</b>

<i>Total Manpower Per seat cost- Full Time</i> .....	53
<b>READ AND ACCEPTED</b> .....	54
<b>ANNEXURE -1</b> .....	55
<i>Power of attorney / Board resolution copy / Authorisation Letter</i> .....	55
<b>ANNEXURE -2</b> .....	56
<i>Undertaking</i> .....	56
<b>Scope of work</b> .....	57
<b>OBJECTIVE</b> .....	57
<b>SCOPE OF WORK</b> .....	57
<i>Model of Implementation</i> .....	57
<i>Key information of the model</i> .....	58
<i>Location of Call Centre</i> .....	58
<i>Commencement of Call Centre Services</i> .....	58
<b>DESCRIPTION OF SERVICES</b> .....	58
<b>1. BUSINESS SERVICES</b> .....	58
<b>1. Inbound/Outbound voice Calls</b> .....	59
<b>2. INFRASTRUCTURE &amp; TECHNOLOGY</b> .....	60
<b>3. RESOURCE ON-BOARDING</b> .....	61
<b>4. TRAINING</b> .....	62
<b>4.1 Orientation Training</b> .....	62
<b>4.2 Resource Training</b> .....	63
<b>4.3 On-Job Training</b> .....	63
<b>4.4 Refresher Training</b> .....	63
<b>5. QUALITY ASSURANCE</b> .....	64
<b>6. REPORTING AND ANALYTICS</b> .....	65
<b>7. INFORMATION SECURITY GUIDELINES</b> .....	65
<b>7.1 Security Requirements for Call Centre</b> .....	65
<i>Project Implementation Schedule</i> .....	68
<b>Consultancy services</b> .....	68
<b>ANNEXURE -3</b> .....	69
<i>Power of attorney / Board resolution copy / Authorisation Letter</i> .....	69
<b>Annexure 4:</b> .....	71
<i>Performance Bank Guarantee Format</i> .....	71
<b>Annexure 5 -</b> .....	73

<i>Format for submission of pre-bid queries</i> .....	73
<b>Annexure- 6:</b> .....	73
<i>CA Certificate for turnover</i> .....	73
<b>ANNEXURE -7</b> .....	74
<i>Undertaking</i> .....	74



## Section 1: Invitation of Bids

GMVN, Uttarakhand invites bids for Selection of Agency for Establishment & Running of Call Centre and Analytical Support For Different Activities of GMVN,. Bids containing Technical proposals & Financial proposals are invited through the Uttarakhand Government e- Procurement website [www.uktenders.gov.in](http://www.uktenders.gov.in).

The Bid Document containing the details of qualification criteria, submission, requirement, the brief scope of work, technical specifications and evaluation criteria, etc. can be downloaded from the e-procurement website [www.uktenders.gov.in](http://www.uktenders.gov.in)

The last date for receipt of the proposals is 1<sup>st</sup> August,2023. The proposals shall reach GMVN latest by 03:00 PM of the afore-mentioned last date. The Agency will be selected through a QCBS process. Interested bidders will have to submit the bid through two envelop system, the first envelop will include the technical proposal and the second envelop will contain the financial proposal (Undertaking only, Price will be submitted online in BOQ format).

The eligible bidder/s may submit their responses electronically through [www.uktenders.gov.in](http://www.uktenders.gov.in) in the prescribed format to the office of Managing Director, G M V N , Uttarakhand.

Queries if any may be referred to:

Managing Director  
GMVN , Dehradun ,  
Uttarakhand 248001



### List of Abbreviations

<b>Terms</b>	<b>Description</b>
<b>BG</b>	Bank Guarantee
<b>EMD</b>	Earnest Money Deposit
<b>GOI</b>	Government of India
<b>DD</b>	Due Diligence
<b>TSA</b>	Agency
<b>GMVN</b>	Garhwal Mandal Vikas Nigam
<b>PG</b>	Performance Guarantee
<b>QP</b>	Qualification Pack
<b>QCBS</b>	Quality Cost Based Selection
<b>RFP</b>	Request for Proposal
<b>TOR</b>	Terms of Reference
<b>UK</b>	Uttarakhand
<b>PIA</b>	Project Implementing Agencies
<b>GMVN</b>	GMVN



**Schedule of Activities:**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date</b>
1.	Issue of The RFP Document	14 <sup>th</sup> July ,2023
2.	Submission of pre-bid queries through email. The email id for receiving the RFP queries is	21 <sup>st</sup> July ,2023 mis.gmvn@gmail.com
3.	Pre-bid meeting	21 <sup>st</sup> July ,2023 at 11:30a.m.
4.	Issue of pre-bid meeting clarifications and its circulation	23 <sup>rd</sup> July ,2023
5.	Deadline for submission of Technical and Financial Proposal.	1 <sup>st</sup> August ,2023 till 3: 00 p.m.
6.	Opening of Technical Proposal	1 <sup>st</sup> August ,2023 at 3.30 p.m

**Other Key Information:**

S.No.	Item Name	Details
1	Bid Identification Number	
2	Project Name	Selection of Agency for establishment & Running of Call Centre and Consultancy support for Char Dham Yatra.
3	Name of issuer of tender	GMVN
4	Date of Release of Invitation for bids. : www.uktenders.gov.in	14/07/2023
6	Availability of Bid Document and Mode of Submission	<p>The bid document is available online on <a href="https://uktenders.gov.in">https://uktenders.gov.in</a>. The bidder would be required to register on the web site, which is free of cost. For submission of the bids online, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized certifying authorities (details available on the website). Details of subsequent addendum /corrigendum/ cancellationetc. may be obtained from <a href="https://uktenders.gov.in">https://uktenders.gov.in</a></p> <p>The bidders are required to upload the Technical Bid online on Uttarakhand tenders website. They are also required to submit (a) Proof of submission of cost of bid document (b) Original EMD (c) Original Declaration with effect to Correctness of information furnished in bid documents, Validity of bid till the prescribed validity period and regarding Non-conviction or blacklisted by any State Govt / Govt of India / semi-government agency / autonomous agency duly signed in Rs. 100.00 Non-judicial Stamp Paper or equivalent legal document and should reach MD, GMVN, Dehradun ,Uttarakhand, India on or before Bid Submission End Date &amp; Time, either by registered post or by hand failing which bid shall be declared as non-responsive.</p>
6	Place of Opening of Bids	Meeting Hall , GMVN
7	Address of Communication	74/1 Rajpur Road ,Dehradun ,Uttarakhand
8	Price of bidding document (non-refundable) inclusive of GST	1180/- (One thousand one hundred eighty only)

9	Earnest Money Deposit (EMD)	1,00,000/- (Rupees One Lacs only)
10	The validity of the Proposal	180 Days
11	Method of selection	Quality and Cost Based Selection (QCBS)
12	Bid Submission	Bidders must submit a proposal online at <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>
13	Nodal Officer for this project an Address for Communication	Rakesh Saklani , GMVN Contact No.: 7060411140 Email Id – <a href="mailto:mis.gmvn@gmail.com">mis.gmvn@gmail.com</a>

The Cost of Bid Document will be submitted online favouring “**Managing Director,** \_\_\_\_\_,” Bank Name” \_\_\_\_\_”  
Account Number” \_\_\_\_\_” IFSC  
“\_\_\_\_\_”, India. EMD will be submitted in favour of  
“**Managing Director,** \_\_\_\_\_,”with other details as mentioned above.

**Important Notes:**

1. GMVN reserves the right to amend any or all conditions of this RFP document before the last date of submission of proposals, or to change the above schedule at any time, without assigning any reasons whatsoever.
2. In case any bidder fails to submit the proof of Tender Fee and Earnest Money Deposit along with the bid, Technical Proposal of the bidder will be returned unopened. The Bid will not be considered for further evaluation. The fee should from a Scheduled Commercial Bank in favor of “Managing Director”, GMVN.  
”. Proof of **Tender Fee/Bid Fee** and **EMD** need to be placed inside a sealed envelope and marked as “Tender Fee/Bid Fee and EMD”.
3. Unconditional proposals need to be submitted before the last date & time for submissions of the proposals under this RFP.
4. Any changes will be notified online through the corrigendum on e-tender website.
5. Contact Person for communication:  
The Managing Director, GMVN Email: [mis.gmvn@gmail.com](mailto:mis.gmvn@gmail.com)

**Disclaimer**

The information contained in this Request for Proposal (RFP) document or subsequently provided to bidder, whether verbally or in documentary form or any other form by or on behalf of the Authority/Client or any of their employees or advisers, is provided to Agency on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

**This RFP is not an agreement and is neither an offer nor invitation by the Authority/Client to the prospective Agency or any other person.**

The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this call for proposal. This RFP may include information, which may reflect the assumptions arrived at by the Authority/Client in relation to the programme implementation. Such assumptions, assessments and statements do not purport to contain all the information that each Agency may require. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Agency is therefore encouraged to conduct its own investigation and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The Authority/Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority/Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. The Authority/Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP. The Authority/Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

**The issue of this RFP does not imply that the Authority/Client is bound to empanel one or more Agency(s) or to appoint the Selected Agency, as the case may be and the Authority/Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.**

## **Definitions and Glossary**

- “Client” means the GMVN, that signs the Contract for the Services with the selected Agency.
- “Agency” means a firm with the requisite capability to provide the services desired by the client and which fulfils the eligibility criteria as set in the RFP.
- “Contract” means a legally binding written agreement signed between the Client and the selected agency.
- “Data Sheet” means an integral part of the Instructions to Bidders (ITB) that

is used to reflect specific country and assignment conditions to supplement (but does not overwrite the conditions in ITB)

- “Day” means a calendar day
- “State Government” means the Government of Uttarakhand.
- “Key Expert(s)” means an individual professional whose skills, sector experience, qualifications, knowledge and experience are critical to the performance of the Services under the Contract. Key Experts would be placed full-time at Dehradun, Uttarakhand.
- “ITB” (Section 2 of the RFP) mean the Instructions to Bidders which would provide key information needed to prepare their Proposals.
- “Proposal/Bid” means the Eligibility Proposal, Technical Proposal and the Financial Proposal of the bidder in response to the RFP.
- “Proposal due date” means the last date for submission of bid.
- “RFP” means the Request for Proposals prepared by the Client for the selection of Agency
- “Services” means the work to be performed by the Agency pursuant to the Contract.
- “TOR” (Section I of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.
- “GMVN ” means Garhwal Mandal Vikas Nigam .
- “Tender Evaluation Committee” means a committee constituted by GMVN.

Managing Director  
GMVN. Dehradun,  
Uttarakhand - 248001

## **Section 2: Instructions to Bidders (ITB)**

### **1. Introduction to RFP**

- a. GMVN intends to select an Agency in accordance with the method of selection specified in the Other Key Information.
- b. The Agency is invited to submit a Technical Proposal and a Financial Proposal for the assignment named in Other Key Information.
- c. The Agency should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-bid meet as specified in the Data Sheet. Attending any such pre-bid meet is optional and is at the Agency's expense.
- d. GMVN will timely provide, at no cost to the interested Agency, the inputs, relevant project data, and reports required for the preparation of the Agency's Proposal as specified in the Other Key Information.

### **2. Compliant Process/Completeness of Response**

Bidder is advised to study all instructions, forms, terms, requirements and other information in the documents carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the document with full understanding of its implications. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. The Bidder must:

- i. Include all documentation specified in this document
- ii. Follow the format of this document and respond to each element in the order as set out in this document
- iii. Comply with all the requirements as set out within this document.

### **3. Language of the Proposal**

The proposal as well as all the supporting documents relating to the proposal exchanged by the bidder shall be written in English & Hindi language only.

### **4. Pre-Submission Meetings and Clarifications**

The pre submission meeting of all the bidders would be held at the scheduled date and time as indicated in the "**Schedule of Activities**" section. Intending bidders may submit their pre submission queries or suggested suitable The interested consulting firm shall submit the queries via e-mail to GMVN before the scheduled date of pre submission meeting. GMVN will communicate such changes that are accepted to all the intending bidders. These would be available at the GMVN and e tender website of Government of Uttarakhand. All such changes will become a part of this document and binding on all the bidders.

### **5. Right to Terminate the Process**

GMVN may terminate the Proposal Evaluation process at any point of time and without assigning any reason thereof. GMVN makes no commitments, expressed or implied that this process will result in a business transaction with anyone.

This document does not constitute an offer by GMVN. The bidder's participation in this process may result in GMVN selecting the proposal to engage towards execution of the contract.

## **6. Conflict of Interest**

GMVN requires that the selected Agency provides professional, objective and impartial services and always hold the Client's interest's paramount.

Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;

(b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or

(c) a tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for on implementation of the project, if the personnel would be involved in any capacity on the same project.

## **7. Corrupt or Fraudulent Services**

e. The Agency and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this "RFP", GMVN shall reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the Agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the GMVN shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Guarantee as damages payable to the GMVN for, inter alia, time, cost and effort of the GMVN, in regard to the "RFP", including consideration and evaluation of such Agency's Proposal.

f. Without prejudice to the rights of the GMVN under Clause 7.a. hereinabove, and the rights and remedies which the GMVN may have under the LOA or the Agreement, if a bidder as the case may be, is found by the GMVN to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Agency or shall not be eligible to participate in any tender or "RFP" issued by the GMVN during assignment period from the date such Agency, is found by the GMVN to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

g. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the GMVN who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the GMVN, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical/ adviser of the GMVN in relation to any matter concerning the Project;
- "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the GMVN with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- "Restrictive practice" means forming a cartel or arriving at any understanding



or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **8. Confidentiality**

- i. From the time, the submitted proposals are opened to the time the Selection is announced, the Agency should not contact GMVN on any matter related to its Proposal Evaluation. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agency which has submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Selection announcement.
- ii. Any attempt by shortlisted agencies or anyone on behalf of the agency to influence the Client improperly in the evaluation of the Proposals or Agreement award decisions may result in the rejection of its Proposal.
- iii. Notwithstanding the above provisions, from the time of the Proposals" opening to the time of selection notification, if an Agency wishes to contact GMVN on any matter related to the selection process, it should do so only in writing.

## **9. Late Receipt of Proposals**

- i. Proposal should be uploaded on the e-tender website of the Government of Uttarakhand as per the stipulated date and time.
- ii. Proposals received after the due date and specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- iii. The Proposals shall be accepted in hard copy on or before the proposal submission deadline only in person/ registered post/ speed post or courier.
- iv. The Technical Proposals submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- v. GMVN shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- vi. GMVN reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

## **10. Disqualification**

The proposal submitted by the applicant firm would be disqualified at any time during the Technical Evaluation process at the sole discretion of the GMVN for the following reasons:

- i. Submitted the Proposal after the due date and specified time;
- ii. Made misleading or false representations or suppressed relevant information in the proposal (including documents, forms, statements, attachments, etc.) submitted as proof of the eligibility requirements or as part of their proposal;
- iii. Incomplete proposals or proposals with incomplete information shall be rejected. Bidder shall not be allowed to submit any supplementary information / document after submission of proposal to GMVN.
- iv. Failure to meet any of the eligibility criteria as mentioned in the document; and
- v. Bankrupted or Blacklisted by the Government of India (GOI), State Government for reasons related to non-performance in an engagement as on date of opening of the proposal.

## **11. Right to Accept Any Proposal and to Reject Any or All Proposals**

GMVN reserves the right to accept or reject any proposal, and to annul the evaluation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected proposal or bidder or any obligation to inform the affected proposal or Agency of the grounds for GMVN action.

Managing Director, GMVN reserves the right to accept or reject any or all offers without assigning any reason/s. without assigning any reason/s.

## **12. Signing of Contract**

After the notification of selection of Agency, GMVN will sign an agreement with the selected Agency which will have detailed terms and conditions and other relevant details. The contract template will be shared with Agency who becomes eligible for selection after evaluation of Techno-Financial Proposals submitted by Shortlisted bidders.

## **13. Instruction for tender submission**

- The Bid Document containing the details of qualification criteria, submission, requirement, brief objective & scope of work, technical specifications and evaluation criteria, etc. can be downloaded from the e-procurement website [www.uktenders.gov.in](http://www.uktenders.gov.in)
- The eligible bidder/s are required to submit Technical Bids electronically through [www.uktenders.gov.in](http://www.uktenders.gov.in) in the prescribed format.

- Bidders are also required to submit Offline (through post or by hand) (a) proof of submission of cost of bid document (b) proof of submission of EMD (c) Original Declaration with effect to Correctness of information furnished in bid documents, Validity of bid till the prescribed validity period and regarding Non conviction or blacklisted by any State Govt. / Govt. of India / semi-government agency / autonomous agency duly signed in Rs. 100.00 Non-judicial Stamp Paper or equivalent legal document and should reach Managing Director, GMVN, Uttarakhand on or before Bid Submission End Date & Time, eitherby registered post or by hand failing which bid shall be declared as non-responsive. However, the proofs of submission of the above have to be uploaded online also along with the Technical Bid.
  - The copies of (a) proof of submission of the Cost of Bid Document (b) proof of submission of EMD (c) Original Declaration shall be placed inside a sealed envelope marked "BID FEE / EMD & DECLARATION," "Name of the Bid "Bid Ref. No and Bid Id. No.", "Name and address of the Bidder".
  - The Bidders will be screened based on them fulfilling the eligibility criteria and Technical Specifications of equipment/services as described in terms of Reference.
  - GMVN reserves the right of rejection of any/allproposals without assigning any reason thereof.
  - Any corrigendum including extension of date or change of date for submission of the bids shall be published only on the website and that shall be deemed to have been seen by the Applicant.
  - If the need arise GMVN may request bidders to extend the validity period of their proposals.
- Conditional Tenders will not be accepted.**
- The terms and conditions hereof shall be subject to Force majeure. Neither GMVN nor the contractor shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of acts of god, war, natural calamities, hostilities, revolution, civil, commotion, official strike, epidemic, accident or fire or because of law and order proclamation, regulation or ordinance of any government of any subdivision thereof or Local Authority. The bidder shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to GMVN within 24 hours of thehappening thereof by fax /e-mail immediately, followed by a confirmatory lettersent by registered post with acknowledgement due.

#### **14. RESOLUTION OF DISPUTES**

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be resolved by the Parties through mutual consultation, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/ their representatives or Officers. Only Civil court of Dehradun shall have jurisdiction over

the dispute arising between GMVN and the professional agency, which has not been settled amicably .

## **Section C – Preparation of Proposals**

### **2. General Considerations**

- i. In preparing the Proposal, the Shortlisted agency is expected to examine this RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal and will be the sole responsibility of the bidder.
- ii. The bidder shall bear all costs associated with the preparation and submission of its Proposal. GMVN shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. GMVN is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to the Selection, without thereby incurring any liability to the bidder.
- iii. All correspondence and documents relating to the Proposal exchanged between the bidder and GMVN shall be written in English & Hindi language only. The Agency shall submit only one Proposal.

### **3. Proposal Validity**

- i. The bidder' s Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by GMVN as non-responsive bid.
- ii. During this period, the Agency shall maintain its original Proposal without any change.
- iii. In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request the bidder, who has submitted their proposals, to extend the period of validity of their Proposals. The EMD shall also be extended for a corresponding period, if required. The bidder may refuse the request without forfeiting its EMD. A bidder granting the request shall not be required or permitted to modify its Proposal. The request and the responses shall be made in writing.
- iv. If any of the proposed team member becomes unavailable for the extended validity period, the Agency shall provide a written adequate justification and evidence satisfactory to GMVN together with the substitution request. In such case, the replacement resource shall have equal or better qualifications and experience than the originally proposed team member. If the Agency fails to provide a replacement of any Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to GMVN such proposal will be rejected.
- v. If the Agency agrees to extend the validity of its Proposal, it shall be done

without any change in the original Proposal

- vi. The Agency has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

#### **4. Consortium and Subcontracting**

- i. Consortium is not allowed.
- ii. All positions are full time and will have to be available at the disposal of GMVN.
- iii. Agency cannot subcontract all or any of the components /activities / tasks / deliverables under this RFP.

#### **5. Clarifications and Amendments of RFP**

- i. The Agency may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposal submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to GMVN address indicated in the Other Key Information. GMVN will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying its source) to all the bidders. Should GMVN deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
  - a. At any time before the proposal submission deadline, GMVN may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be binding on the bidders. The bidders shall acknowledge receipt of all amendments in writing.
  - b. If the amendment is substantial, GMVN may extend the proposal submission deadline to give the bidders reasonable time to take an amendment into account in their Proposals.
  - c. The bidders may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Prequalification or Technical or Financial Proposal shall be accepted after the deadline. In any such case, the modified proposal should be submitted, with "MODIFIED BID" written on the outer envelope of the revised bid.

## 6. Earnest Money Deposit

- i. Every bidder participating in the bidding process must furnish the required interest-free Earnest Money Deposit (EMD) of **Rs 1,00,000** {INR One Lakh Rupees only) in the form of an Demand Draft /Fixed Deposit Receipt /Unconditional and irrevocable Bank Guarantee from any nationalized or a scheduled commercial bank in favour of "Managing Director, GMVN,".
- ii. EMD of the bidder submitted to GMVN in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids.
- iii. The EMD originally deposited may, however, be taken into consideration in case proposals are re-invited.
- iv. **Refund of EMD:** The EMD of unsuccessful bidders shall be refunded within 30 days of completion of agreement signing process.
- v. **Forfeiture of EMD:** GMVN may decide to forfeit the EMD submitted by the bidder in any of the following cases:
  - a. When the selected Agency does not sign the agreement within the stipulated period as mentioned in the letter of award or the work order.
  - b. When the selected Agency withdraws or modifies the proposal after opening of proposals.
  - c. When the selected Agency does not deposit the Performance Guarantee in the form of Bank Guarantee before the Agreement is signed.
  - d. Rejection of proposal on account of Corrupt and Fraudulent Practices.

## Section D – Proposal Submission and Evaluation

### 1. Submission of Proposals – General Considerations

- i. The Agency shall prepare its proposal as per the provisions of RFP.
- ii. The Proposal shall comprise all the documents as listed in **Section-F, Technical Forms (Tech 1 to Tech 4) and Financial Forms Undertaking – (Fin 1 and Fin 2.)** Financial Rates to be only quoted online as per the BOQ document available on the e-tender website.
- iii. The bidder shall bear all costs associated with the preparation and submission of its proposal, and GMVN shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. GMVN is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to the Selection, without thereby incurring any liability to the bidder.
- iv. An authorized representative of the bidder shall sign all the original documents in the proposal in the required formats. The proposal covering letter shall be enclosed with an authorization in the form of a **written power of attorney (Annexure -I), executed on a non-judicial stamp paper of Rs. 100.00 attached with the Proposal along with the Board resolution as the authorization for signing the bid.**
- v. The **Tender Fee/Bid Fee** and **Proof of EMD** need to be placed inside a sealed envelope and marked as "**Tender Fee/Bid Fee** and **Proof of EMD**". **This envelop should be placed in the main envelope.**  
Envelop : Technical Proposal clearly marked as "Technical Proposal"  
*The main envelope shall highlight the consignor and consignee's name, address and contact details. Pages of all the documents should be numbered with the index.*

### 20. Submission of Proposals – Technical Proposal

- i. All pages of the proposal and where corrections or amendments have been made shall be signed by the authorized signatory except where the attestation by Chartered Accountant is required. In case of detection of any forgery, the



Proposal shall summarily be rejected, and GMVN may also resort to a legal action against the bidder.

- ii. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initials by the person signing the Proposal.
- iii. The signed Proposal shall be marked "**ORIGINAL**", and its copy marked "**COPY**" as appropriate. All copy shall be made from the signed original and shall be stamped on each page. If there are discrepancies between the original document and the copy, the original shall prevail.
- iv. The original and one copy of the Proposal shall be placed inside a sealed envelope clearly marked "**Selection of Agency for establishment & Running of Call Centre and Analytical support for Different Activities of GMVN**"
- v. If the envelopes and packages with the Proposal are not sealed and marked as required, GMVN will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- vi. The Proposal must be sent to the address and must be received by GMVN no later than the deadline indicated in the Notice Inviting Technical Proposal section, or any extension to this deadline. Any Proposal or its modification received by GMVN after the deadline shall be declared late and rejected, and promptly returned unopened.
- vii. The Technical Proposal shall not include any financial information. Technical Proposal containing material financial information shall be declared as nonresponsive.
- viii. The Agency shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal as non-responsive. In case any agency/agencies submit CV of similar expert, it shall be rejected.
- ix. Agency cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity or death, or with the written approval of the client. All team members will have to be full-time on this project and at the location (Dehradun) mentioned as per the RFP. For any change request of Key Expert, the substitute must be an individual with similar / better experience & qualifications and accepted in writing by Project Managing Director of GMVN.

## **21. Submission of Proposals – Financial Proposal**

- i. The Financial Proposal shall be prepared using the Standard Forms provided in Section H (Form Fin 1 and Form Fin 2) of this RFP. The Financial Proposal shall also contain the person-month cost of the proposed resources. GMVN may use the person- month rates to request the Agency to provide more resources

at those rates.

- ii. The Financial Proposal shall be inclusive of all taxes (GST).
- iii. The evaluation of Financial Proposal shall include the applicable GST.

## 22. Price Adjustment

- i. The contract period will be of 3 Years with Annual increment of 5% after every year. Initially project shall be awarded for one year and yearly review of the performance of the agency would be conducted before extending the contract further . After 3 Years the contract can be extended further after the mutual consent by both the parties .
- ii. The Agency shall agree to carry out any additional assignment during the assignment period as per instruction of the GMVN the remuneration of the change request will be arrived upon by mutual agreement of the scope of work and the Rate-Card provided by the Agency as Fin-2 will be used for the same.

## 23. Taxes

- i. The Financial Proposal of the Agency shall be inclusive of GST, and with the Fee to Agency.
- ii. The TDS and other statutory deductions etc., if applicable, shall be deducted at source from the payment to the Selected Agency as per the prevailing law in force at the time of execution of contract.
- iii. In the event of increase in any other applicable taxes, levies, duties, fees, etc. Whatsoever and other charges during tenure of contract, GMVN will reimburse the same on actual.
- iv. If any tax exemptions, reductions, allowances or privileges may be available to the selected Agency, GMVN shall make its best efforts to enable the successful/selected Agency to benefit from any such tax savings to the maximum allowable extent.

## 24. Submission of the Proposal

The proposal shall be submitted in two envelopes which comprise the following documents:

**Envelope-1 (Technical Proposal):** The Agency shall submit the Technical Proposal in the format specified in Section-G, duly signed on each page by the authorised signatory of the Agency. The Bid document shall also have the Agency's stamp on each page along with signature of the authorised representative of the Agency.

- i. Original documents to be submitted by the bidder:  
The bidder shall be required to submit the following documents in Original in sealed larger envelope before the bid submission date :

- a) Proof towards Tender Fee
- b) Proof of EMD of the requisite amount
- c) Power of Attorney authorizing the signatory of bid to commit the Agency in the format as specified in Annexure 1. In case Minutes of the Governing Board authorizing the individual to sign a bid, a copy of the same can be submitted.
- d) The sealed envelope carrying the Original Bid shall bear the name of the Agency and marked as **“Selection of Agency for establishment & Running of Call Centre and Analytical support for Different Activities of GMVN”**

## **25. Opening of the Proposal**

- i. GMVN shall conduct the opening of the Proposals in the presence of the all Agencies authorized representatives who choose to attend (in person). The opening date, time and the address are stated in the Data Sheet. The envelope with the Technical proposal shall remain sealed until they are opened (if the proposal is properly marked and sealed).
- ii. At the opening of the Proposal the following shall be read out: (a) the name of the Agency (b) the presence or absence of a duly sealed envelope with the Technical Proposal; and (c) any other information deemed appropriate or as indicated in the Data Sheet.

## **26. Proposal Evaluation**

- i. The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation on the basis of the submitted Technical and Financial Proposals.
- ii. The Evaluation Committee of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- iii. The Project Appraisal / Bid Evaluation Committee constituted by GMVN shall evaluate the responses to the Proposals and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- iv. The decision of the Committee in the evaluation of responses to the proposal shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- v. The Committee reserves the right to reject any or all proposals on the basis of any deviations.

- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in this document.

## **27. Evaluation of Proposals**

- i. The Agency shall be selected on the basis of Combined Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weightage of 80% and financial proposal will be allotted weightage of 20%.
- ii. The proposal with the lowest financial bid shall be given a financial score of 20 and the other proposals shall be given financial scores that are inversely proportionate to lowest financial bid.
- iii. The formula for determining the financial score (FS) of all other Proposals is calculated as following:

The individual bidder's Technical Score (TS) is as obtained

The individual bidder's Financial Score (FS) are normalized as per the formula below:

$$F_n = (F_{min}/F_b) * 100 \text{ (rounded off to 2 decimal places)}$$

Where:

$F_n$  = Normalized Financial score for the bidder under consideration

$F_b$  = Absolute financial quote for the bidder under consideration

$F_{min}$  = Minimum absolute financial quote

$$\text{Composite Score (S)} = T_s * 0.8 + F_n * 0.2$$

The bidder with the highest Composite Score would be awarded the contract.

- iv. Any Technical bid with score less than 60 (out of 100 maximum) or 60% of the marks will be rejected and
- v. their financial bids will not be opened.

## **28. Opening of Financial Proposals**

- i. After the technical evaluation is completed, GMVN will only notify qualified bidders for financial bid opening.
- ii. The Financial Proposals shall be opened by GMVN in the presence of the representatives of those Technical Qualified Agencies. At the opening, the names of the Agency, and the overall technical scores, shall be read aloud. These Financial Proposals shall be then opened, online and the total prices read aloud and recorded.

## **29. Correction of Errors**

- i. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other

activities or items, and no corrections are made to the proposal.

- ii. GMVN will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (subtotal) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

### **30. Contract Award**

- i. After issuance of Letter of Award (LoA) by GMVN the selected Agency shall submit Performance Bank Guarantee and shall sign the contract with GMVN within 60 days. GMVN shall then publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Agencies.
- ii. The Agency is expected to commence the assignment on the date and at the location specified in the Data Sheet.

### **31. Performance Guarantee**

- i. Within 15 days from the date of Letter of Award (LOA) from GMVN the successful Agency shall furnish the Performance Guarantee (PG) of an amount equal to 5% of its Financial Proposal, by way of Demand Draft /Fixed Deposit Receipt /Unconditional and irrevocable Bank Guarantee issued by one of the Nationalized or a scheduled commercial Banks in India for the due performance of the Assignment in the format at Annexure - 4. The Performance Guarantee as submitted by the Agency shall be valid for 6 months more than the contract period . (Since the contract period is of 36 months the Performance Guarantee will be valid for 42 Months). Failure to provide the same in the manner provided herein shall be deemed as a Agency Event of Default and GMVN may terminate the Contract Agreement as per the provisions therein. The Performance Guarantee shall always be maintained and kept valid from the date of issue thereof until 6 (six) months following expiry/earlier termination of the Contract Agreement.
- ii. **Refund of PG:** The PG shall be refunded at the end of six months from the date of successful completion of the assignment
- iii. **Forfeiture of PG:** PG shall be forfeited in the following cases:
  - a. When any terms and condition of the contract is breached.
  - b. When the selected Agency fails to commence the services or fails to provide deliverables after partially executing the purchase/work order

The Resources must work from 8 a.m. to 10 : 00 p.m. during the yatra season and as per requirement during the other period . However, resource shall be available on a holiday if so, is required by GMVN. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.

### **32. Liquidity Damages**

- i. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected Agency shall arrange services within the specified period.
- ii. Delivery period may be extended by GMVN without imposing the liquidity damages, if the delay in the supply of service is on account of hindrances or performance of a third party, beyond the control of the selected Agency.
- iii. The selected Agency shall request in writing to tendering GMVN giving reasons for extending the delivery period of service, if it finds itself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained
- iv. GMVN shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages.
- v. If GMVN agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued.
- vi. It shall be at the discretion of the GMVN to accept or not to accept the supply of services rendered by the Agency after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. GMVN shall have right to cancel the contract with respect to undelivered service.
- vii. If GMVN needs the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period
- viii. Delivery period may be extended if the delay is on account of hindrances beyond the control of the Agency.
- ix. **Limitation of Liability-** In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses

(including lost profits). The selected Agency shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

## Section E – Project Deliverables and Payment Terms & Schedule

### 33. Commencement of Services

- i. The date for the commencement of services is within 30 calendar days of contract signing. The selected Agency shall complete the deployment of the entire resources within 15 days of the contract signing.

### 34. Project deliverables

- i. A one-month inception phase has been proposed at the onset of the assignment. The Agency will develop a three-year plan. This will be further broken down into annual, quarterly and monthly action plans. The Agency along with GMVN will identify annual, Quarterly and monthly action plans.
- ii. The Agency will initiate the knowledge transfer to the GMVN staff six months prior to the scheduled termination of the contract.

### 35. Payment Schedule / Payment to Technical Agency

The payment of the fee of agency at the various stages of the empanelment shall be made as per the breakup mentioned below:

Sr.No.	Activity	Payment terms
1.	At the time of MOU	0
2.	Submitting of Inception Report & Positioning of Team	25% of total Annual fee.
3.	End of Six Months	25% of total Annual fee.
4.	End of Nine Months	25% of total Annual fee.
5.	End of Twelve Months	25% of total Annual fee.
	<b>Total</b>	<b>100%</b>

### 36. Deliverables and Penalty Clause:

- i. GMVN along with Agency will develop an annual action plan. These plans will be further broken down into monthly plans and deliverables will be mutually agreed upon. The performance of the Agency will be reviewed against these mutually agreed deliverables.
- ii. All the deliverables for the month will be mutually agreed upon at the start

of the month. In case, if it is established that the delay in a deliverable is due to the Agency's non-performance alone, GMVN may decide to penalize the Agency.

- iii. Penalty for replacement of Key Experts
- iv. Except as the GMVN may otherwise agree in writing, no changes shall be made in Key Experts. Replacement of Key experts and penalty for replacement will only be levied allowed under the following cases mention below: -
  - a. The substitution of key Experts during Contract execution may be considered only based on the agency's written request and due to circumstances outside the reasonable control of agency including but limited to death or medical incapability, exit from organization etc.
  - b. In case the resource is not replaced within 15 days, a penalty of INR 1000 per day may be implemented. If the agency replaces those resources which are named in the proposal within one year of project duration, a penalty would be imposed on the agency @10% of total cost mentioned for 12 months of the key expert proposed by the agency. However, if any replacement is needed, max. 30% of total resources may be replaced with the prior approval of GMVN and the replaced resource with equal or better credentials. This penalty will not be applicable in case the resource is replaced in accordance with clause (a) mentioned above.
  - c. If GMVN found that the performance of any of the resources is not satisfactory, the GMVN will have the right to replace such candidates/resources.
  - d. A resource will have to be replaced by a resource with equal or better credentials with prior approval from GMVN in writing.

**37. Conduct of Agency Manpower:**

- i. The conduct of Agency will be in line with best practices throughout the term of the contract. Attendance and punctuality will be minimum expectations from the resources deployed.
- ii. Any absenteeism (other than for valid reasons (submitted & approved either before or after the leave) will not be acceptable and GMVN will initiate action accordingly. This will be calculated on a monthly basis and the amount will be deducted from the Monthly Payments.
- iii. The Agency team members shall be eligible for a leave policy as applicable to the GMVN.



**38. Earnest Money Deposit (EMD):**

- i. The Agency shall furnish an interest free EMD of Rs.100000/- (Rupees One Lakh only) at the time of submitting the proposal in the form of Demand Draft /Fixed Deposit Receipt /Unconditional and irrevocable Bank Guarantee from any nationalized or a scheduled commercial bank by Scheduled Commercial Bank in India in favor of "Managing Director, GMVN, Uttarakhand", refundable not later than 90 days from the date of submission of offer except in case of the two highest ranked Agency. If the first ranked Agency commences the assignment, the second ranked Agency, who has been kept in reserve, shall be refunded its EMD within 180 days from the date of submission of offer.
- ii. The Selected Agency's EMD shall be refunded upon the Agency submitting the performance guarantee.

**39. Interpretation:**

- i. **Entire Contract:** The Contract constitutes the entire agreement between the GMVN and the Selected Agency and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- ii. **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- iii. **Non-waiver:** Subject to the condition below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- iv. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- v. **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**40. Governing Law**

- i. The Contract shall be governed by and interpreted in accordance with the laws of the Uttarakhand State/ the Country (India) and under the jurisdiction of Court of Uttarakhand.

#### 41. Force Majeure

- i. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder
- iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- iv. GMVN will decide the eventuality of Force Majeure which will be binding on both the parties
- v. **No breach of Agreement**-The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Agency shall not be liable for forfeiture of its PG or/ andBG, if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.
- vi. Measures to be taken
  - a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
  - b. The Agency is expected to report any such event within three days to GMVN in writing.
  - c. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than

fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

d. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

vii. **Extension of time** - Any period, within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

viii. **Payment** - In the event of Force Majeure is applied, then GMVN will continue to follow the payment schedule by giving concession to Agency of non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.

ix. Consultation not later than thirty (30) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

#### **42. Change Orders and Contract Amendments**

i. GMVN may at any time order the selected Agency through written Notice to make changes within the general scope of the Contract in case of services to be provided by the selected Agency. The change in scope will be discussed with the selected agency and mutually agreed.

ii. If any such change causes an increase or decrease in the cost of, or the time required for, the selected Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected Agency for adjustment under this clause must be asserted within thirty (30) days from the date of the selected Agency's receipt of the order from GMVN. The rate-card enclosed in the Fin-2 will be used to calculate the cost of the additional work/ change request.

#### **43. Termination Clause**

iii. Termination for Insolvency

a. GMVN may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Agency, if the selected Agency becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Agency, provided that such termination will not prejudice or affect any right of action or

remedy that has accrued or will accrue thereafter to GMVN .

iv. Termination for Convenience

- a. GMVN by a written notice of at least 90 days sent to the selected Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for GMVN convenience, the extent to which performance of the selected Agency under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, GMVN will pay for all the pending invoices as well as the work done till that date by the Agency.
- c. **Limitation of Liability**- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including loss of profits). The selected Agency shall not be liable to the other here under or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

iii. Termination by GMVN

- a. The GMVN may, by not less than sixty (60) days written notice of termination to the Agency, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - i. The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within sixty (60) days of receipt of such notice of suspension or within such further period as the GMVN may have subsequently granted in writing;
  - ii. The Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debtors or goes into liquidation or receivership whether compulsory or voluntary;
  - iii. The Agency fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv. The Agency submits to the GMVN a statement which has a material effect on the rights, obligations or interests of and which the Agency knows to be false;

- v. Any document, information, data or statement submitted by the Agency in its Proposals, based on, which the Agency was considered eligible or successful, is found to be false, incorrect or misleading; or
  - vi. As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- b. If the GMVN wishes to terminate the contract for reasons not attributable to the Agency's performance, they will need to clear all invoices for the services up to the date of their notice along with 1 month fee applicable on date.
- c. If the GMVN wishes to terminate the contract for reasons attributable related to the Agency performance, the government will give a rectification notice for 3 months to TSA in writing with specific observations and instructions.

iv. **Termination by Agency**

- a. The Agency may, by not less than three (03) month written notice to the GMVN such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- i. The GMVN is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty- five (45) days (or such longer period as the Agency may have subsequently agreed in writing) following the receipt by the GMVN of the Agency's notice specifying such breach;
  - ii. If there are more than 2 un-paid invoices and GMVN fails to remedy the same within 45 days of the submission of the last un-paid invoice
  - iii. The GMVN fails to comply with any final decision reached as a result of arbitration.
  - iv. The Agency is unable to continue the services.

b. **Payment upon Termination**

- i. Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by GMVN to the Agency. All terms and conditions in the contract will be referred including but not limited to Penalty Clause mentioned in

this RFP.

**c. Suspension**

- i. The GMVN may, by written notice of suspension to the Agency, without any obligation (financial or otherwise) suspend all the payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension
  1. shall specify the nature of the breach or failure, and
  2. shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding thirty (60) days after receipt by the Agency of such notice of suspension.

**d. Cessation of rights and obligations**

- i. Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except
  1. such rights and obligations as may have accrued on the date of termination or expiration,
  2. the obligation of confidentiality set forth in RFP

**45. Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

**46. Disputes Resolution**

- i. Amicable Settlement
  - a. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of

receipt of written notice, the matter will be referred to Managing Director –GMVN, who will take decision within 15 days after such reference.

- b. All legal disputes are subject to the jurisdiction of civil court of Dehradun only

#### **47. Disqualification**

- i. The bid is liable to be disqualified if:
  - a. Not submitted in accordance with this document.
  - b. During validity of the bid or its extended period, if any, the bidder increases his quoted prices.
  - c. During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - d. Bid received in incomplete form or not accompanied by bid security amount/all requisite documents.
  - e. Bid received after due date and time.
  - f. Bidder submits conditional bids.
  - g. Bidder indulges in canvassing in any form to win the contract.

#### **48. Intellectual Property Rights of the Project**

- ii. During the operational phase, the responsibility to maintain the IPR would lie with the Agency. The Agency shall transfer the Source Code & IPR to GMVN at the time of completion of the assignment. All outputs and deliverables will be the property of GMVN. However, any product owned by the Agency or their standard methodology used for delivery of such products will be free from such binding.

#### **49. Responsibilities of the GMVN**

- i. All work regarding creation of Proposal Evaluation Committee.
- ii. Issuance of various government orders/policy amendments as per requirement of the project.
- iii. Resolution of problems and disputes arising.
- iv. Timely payments to the Agency

The Agency will work closely with other resource agencies such as the Mobilization Agency, the PIAs etc. and coordinate operations as per plans jointly agreed between GMVN/ Government of Uttarakhand and Agency.

## Section E – Data Sheet and Instruction to Bidders

<b>A. General</b>	
<b>Clause Reference</b>	
1.	<b>Location of the Project:</b> Uttarakhand, India
2.	<p><b>Name of the Client:</b> GMVN, Dehradun .</p> <p><b>Method of selection:</b> Combined Quality cum Cost Based System (QCBS) 80:20 with 80 marks as the qualifying score in Technical Evaluation (out of 100).</p> <p><b>EMD:</b> INR 100000/- (One Lakh Only) in the form of Demand Draft /Fixed Deposit Receipt /Unconditional Bank Guarantee from any nationalized or a scheduled commercial bank online payment in favor of "Managing Director, GMVN"</p> <p><b>Tender Document Cost -</b> Cost of Rs.1180/- (non-refundable) is to be submitted form of online payment in favor of "Managing Director, GMVN, Uttarakhand, Dehradun"</p>
3.	<b>The name of the assignment is: "Selection of Agency for establishment &amp; Running of Call Centre and Analytical support for Different Activities of GMVN"</b>
4.	<p><b>A pre-bid meet will be held:</b> Yes</p> <p>Date of pre-bid meeting: 21.07.2023</p> <p>Virtual/Physical meeting will be notified to bidders who will submit their queries to the mentioned email id.</p>
5.	<p>GMVN will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>All relevant information and guidelines related to GMVN and its schemes.</p>
<b>B. Preparation of Proposals</b>	
6.	<p><b>This RFP has been issued in</b> the English language.</p> <p><b>Proposals shall be submitted in</b> English &amp; Hindi language.</p>



7.	<p><b>The Proposal shall comprise the following:</b></p> <p><b>Envelope-1 (Technical Proposal):</b></p> <p>(1) Technical Bid in the formats specified in Section – G</p>
	<p><b>(Financial Proposal):</b></p> <p>(3) The Financial/Price Bid in the formats specified in Section-H. In addition, the tender fee /cost and the EMD should also be enclosed.</p> <p><b>The Technical Proposal:</b></p> <p>(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5</p> <p><b>The Financial Proposal (Undertaking only, price bid should be quoted in online BOQ format and submitted to e-tender portal)</b></p> <p>Financial Proposal Form FIN-1 Financial Proposal Form FIN-2</p>
8.	<p><b>Statement of Undertaking is required:</b></p>
9.	<p><b>Participation of Thematic Experts and coordinators in more than one Proposal is permissible: No</b></p>
10.	<p><b>Proposals must remain valid for 180 calendar days after the proposal submission deadline)</b></p>
11.	<p>Clarifications may be requested no later than 07 days prior to the submission of the bid. The bidders are encouraged to seek clarification at the earliest possible, as GMVN does not take the responsibility for responding to all queries raised after the pre-bid meeting.</p> <p>The contact information for requesting clarifications is:</p> <p>Managing Director, GMVN E mail <a href="mailto:-mis.gmvm@gmail.com">-mis.gmvm@gmail.com</a></p>

12.	Agency should note that	
	<p><b>Formation of Consortium</b> – Consortium Not Allowed</p> <p><b>Type of Allocation:</b> All resources will be full time resources. For need based services as mentioned in the TOR part time resources to be proposed by the agency as per the proposed timelines and work allocated.</p> <p><b>Station of Work:</b> All resources need to be based in Dehradun, Uttarakhand, unless otherwise mentioned. Further, all resources should be dedicated to the GMVN only.</p> <p><b>Subcontracting-</b> Any form of subcontracting is not allowed.</p>	
13.	<b>Resources Required</b>	
<b>Sno.</b>	<b>Technical Resource</b>	<b>No. of positions</b>
	<b>Help Line</b>	
1	Call Officers	4
	<b>Optional</b>	
2	Marketing Manager (Hospitality)	1
3	Operation Manager (Hospitality)Cum Team Leader	1
	<b>Total Resources (Full Time)</b>	6
14.	<p><b>Costs &amp; per diem</b> The selected agency must mandatorily open an office space in Dehradun for resources to be stationed in the state headquarters. The Rent &amp; establishment cost of this office should be part of the Financial Bid. In case the support consultants are required to be placed in regional/district level GMVN, GMVN will allocate office space. However, office consumables, operational maintenance and any local travel, it is expected that the Agency will budget the same in its financial proposal. Cost per seat needs to be mentioned</p> <p>It is expected that as per the GMVN Standard Operating procedures the agency will undertake various initiatives as per agreed Action plan in all 13 districts of state.</p> <p>For any outstation travel, the Agency will be reimbursed on actual billing amount. The Agency will have to seek prior approval for such travel from <b>the Managing Director, GMVN, Uttarakhand.</b></p>	
16.	<b>The Financial Proposal shall be stated in the following currencies: INR only</b>	

<b>C. Submission, Opening and Evaluation</b>	
17.	<p><b>The Agency must submit the proposal in physical form. For physical submission, the Agency must submit:</b></p> <p>a) Technical Proposal: one (1) original, 1 copy;  b) Financial Proposal: one (1) original (Undertaking only)  c) EMD  d) Bid Fee</p>
18.	<p><b>The Proposals must be submitted on the UK tender website and a hard copy of the Technical Proposal along with the supporting document to be submitted to the Office of the Managing Director, GMVN.</b></p>
19.	<p>The opening of technical bids shall take place online/ virtually at GMVN office.</p>

### **Section F: Technical Proposal**

The Technical Proposal has to be submitted online and must include the following:

- Technical Proposals should preferably be page numbered and each page should be duly signed by the authorized signatory.
- The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared Non Responsive.

#### **Technical Evaluation criteria**

1. **Criteria for Technical Evaluation:** The evaluation will be done on the basis of technical capability of the organization. The selection of agency shall be based on the following technical criteria

S.No.	Criterion	Description	Marks
1.	Past experience of the organization working with State or Central Government of running Call center /Software development/Hospitality Industry.	Evaluation of the work with Govt. GMVNs	40

2.	Human resource & leadership capability	Evaluation of organizations human resources & Leadership attitude and strength.	10
3.	Financials of the organization	Evaluation of the turnover of past 3 years	10
4.	Geographical presence	Evaluation of the geographical footprint of the organization	10
5.	Presentation of proposal for implementing the project	Evaluation of the proposal	30

Sr.No.	Criterion	Description	Detailed Criteria	Detailed Weightage
1.	Past experience of the organization working with State or Central Government on Running call center /Software development /Hospitality Industry <b>(Total 40 Points)</b>	Evaluation of the work with Govt. agencies	No. of years of experience working with State or central Government (10)	Less than 1 year: 0 points; 2-5 years : 5 points; Above 5 years : 10 points
			Projects executed with Government in fields mentioned below: Call Center Operation (10)	Call Center project in Uttarakhand- 10 points Call center project anywhere in India except Uttarakhand- 5 points
			Hospitality Industry experience with the Government (10)	Experience working on Hospitality with any of Tourism related department of Uttarakhand -10 points Experience working with any of tourism related department outside Uttarakhand - 5 points
			Experience in Hospitality business in Uttarakhand (10)	More than 1 years: 5 points More than 5 years: 10 points
2.	Human resource & leadership capability <b>(Total 10 Points)</b>	Evaluation of organization's human resources & Leadership attitude and strength.	No. of people on Payroll (5) Leadership qualities of CEO/Executive Managing Director/Project Manager (5)	10 to 20 people:03 points; More than 20 people: 05 points To meet the person and evaluate at the time of presentation. Parameters for evaluation: a) Flexibility b) Willingness to go extra mile for customer c) Compassion and empathy d) Problem solving approach e) HR management

Sr.No.	Criterion	Description	Detailed Criteria	Detailed Weightage
3.	Financials of the organization <b>(Total 10 Points)</b>	Evaluation of the turnover of past 3 years	Average Turnover (10)	50 lakhs to 100 lakhs: 2 points 100 lakhs to 200 lakhs: 5 points Above 200 lakhs: 10 points
4.	Geographical presence <b>(Total 10 Points)</b>	Evaluation of the geographical footprint of the organization	Functional office in the state (with registered GST&rent/ownership agreement) (10)	Functional office in State: 10 points
5.	Review of proposal for implementing the project <b>(Total 30 Points)</b>	Evaluation of the proposal & Presentation CV of experts to be attached	Readiness of Office Setup & technology setup for Call center as per requirement. (15)	To be decided by the evaluation panel
			Presentation & evaluation of CV of experts. (15)	To be decided by the evaluation panel
<b>Total Marks=100</b>				

To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the substance of the bid offered shall be permitted. Administrative GMVN has all the rights reserved to terminate the agreement if the performance of selected agency is not found satisfactory.

Note:

1. Technical Evaluation / Marking will be done only for Bidders who fulfil the Pre-Qualification Criteria and also have submitted all the Mandatory Documents. Bidders not complying with this will be rendered "Technically Non-Responsive".
2. Technical Marking will be done strictly on the basis of Documentary Evidence submitted.

### Section G – Technical and Financial Forms Checklist of Required Technical Forms

Required for Proposal (√)	Form	Description
√	TECH-1	Agency's Organization and Experience.
√	TECH-1A	A. Brief of the Organization
√	TECH-1B	B. Agency's Experience

√	TECH-2	Comments or Suggestions on the Terms of Reference
√	TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
√	TECH-4	Work Schedule and Planning for Deliverables
√	TECH-5	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)

**List of Mandatory Documents for Technical Proposal:**

S.No	Particular	Remark
1	Covering Letter	Yes/No
2	Proof of Tender Fee Submission	Yes/No
3	Proof of EMD Submission	Yes/No
4	Declaration	Yes/No
5	Duly Signed Bid Document	Yes/No
6	Minimum Eligibility Criteria	Yes/No
7	Certificate of Registration and MOA of the Agency / Firm	Yes/No
8	PAN Number of the Firm	Yes/No
9	GST Registration Certificate	Yes/No
10	ITR Receipts of last 03 Financial years	Yes/No
11	Audited financial statements for last 03 years	Yes/No
12	<p>Read &amp; Accepted: Terms of Reference / Technical Bid / Scope of Work / Technical Specifications / Minimum Eligibility Criteria, ITB.</p> <p>I hereby certify that the product / services offered under this bid satisfy / fulfil all the conditions, eligibility criteria and specifications as mentioned under "Terms of Reference / Technical Bid / Eligibility Criteria, ITB" of the Bid Document.</p> <p>Signature of Bidder / Authorised Signatory</p>	

## **Bid Submission form**

**Form -A -Cover letter for bid**  
(On the letterhead of the bidder)

dated :

To:

Managing Director, GMVN

Subject: Submission of proposal against RPF NO-  
for selection of Agency for running Call Centre and Consultancy Support for Char Dham Yatra by GMVN.  
Sir,

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP for "Selection of Agency for running Call Centre manpower and Consultancy support for Char Dham Yatra by GMVN ". Each page of the Technical and Financial Bid has been signed by the Authorized Signatory.

- (i) We do hereby undertake, that, in the event of acceptance of our bid, the services shall be provided as stipulated in the RFP document and that we shall perform all the services agreed upon.
- (ii) We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical Proposal.
- (iii) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the bid and we do hereby undertake to provide services as per terms and conditions mentioned in the RFP.
- (iv) Payment of Rs. \_\_\_\_\_ (INR \_\_\_\_\_ Only) for the Bid Price / Tender Fee shall be furnished as prescribed in the RFP document in form of \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ (Bank & Branch) is enclosed.
- (v) EMD for an amount equal to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the form of a Bank Guarantee is enclosed.
- (vi) The information contained in this Bid or any part thereof, including its exhibits, schedules, and other document(s) delivered or to be delivered to GMVN , is true, accurate, and complete.
- (vii) This Bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead GMVN as to any material fact.
- (viii) It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

- (ix) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by GMVN .
- (x) We meet the eligibility requirements as stated in this document.
- (xi) Our proposal shall remain valid for 180 days from the last date of bid submission deadline.
- (xii) In competing for (and, if we are empaneled) the Empanelment, we undertake to observe the laws against fraud and corruption, including bribery as per document.
- (xiii) Our Proposal is binding upon us and subject to any modifications resulting from the Agreement negotiations.
- (xiv) We undertake, if our Proposal is accepted, we will be entered into a Contract on no later than the date specified by GMVN.
- (xv) We understand that GMVN is not bound to accept any Proposal that it receives.

Yours Sincerely,

Dated:

(Signature) (In the capacity of) Duly authorized to sign the RFP Response for and on behalf

of: Name of the Company

.....

Address of Company Seal/Stamp of agency/bidder

.....

Name of the Authorized Signatory

.....

Designation of the Authorized Signatory

.....



## FORM TECH -1 ORGANIZATION AND EXPERIENCE

A brief description of the organization and an outline of the recent experience of the Agency that is most relevant to the assignment. The outline should indicate the names of the Agency's Key Resources who participated, the duration of the assignment, the contract amount, and the Agency's role/involvement.

### A - Agency's Organization

1. Provide here a brief description of the background and organization of your company/partnership firm.

### B. Financial Capability: (To be supported by Auditor Certificate as per Annexure-7)

Particulars	FY		
	2022-23	2021-22	2020-2021
Turnover of the firm			
Net worth of the firm			

### C - Agency's Experience

1. List only previous similar assignments successfully completed/ on-going in the last 5 years only

(Please note that bids not responding to the above critical areas may be considered nonresponsive):

2. Format for Experience is as follows:-

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Address	Approx. Contract value (in Rs equivalent)/ Amount paid to your firm	Role on the Assignment

## **FORM TECH-2**

### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE (Not more than 2 Pages)**

Form TECH-2: comments and suggestions on the Terms of Reference and any other provisions should be as per RFP guidelines only.

## **FORM TECH-3**

### **Description of Approach and Methodology**

**Technical Approach and Methodology:** The Consultant shall explain its understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant shall highlight the problems being addressed and their importance and explain the technical approach it would adopt to address them. The Consultant shall also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach. A simple repeat/copy of the TOR will not be appropriate.

## **Form TECH-4:**

### **Work Plan for the activities proposed in the Technical Proposal.**

**Work Plan:** The Consultant shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here.

## Section – H: Checklist of Required Financial Forms

Required for Proposal (√)	Form	Description
√	Fin- 1	Financial Proposal Submission Form
√	Fin - 2	Rates

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in ITC in Section E.

### FIN-1 Financial Proposal Submission Form

To:

The Managing Director. GMVN

Dear Sir/Madam,

**Subject: Selection of Agency for establishment & Running of Call Centre and Analytical support for Different Activities of GMVN**

1. We, the undersigned, offer to provide the consulting services for the above project in accordance with your Request for Proposal no. \_\_\_\_\_ dated \_\_\_\_\_. Our
2. The financial proposal is inclusive of GST.
3. <sup>1</sup>The quote is inclusive of the following subcomponents detailed in the table below.

S.No	Particulars	Duration (In Months)
1	<b>Help Line</b>	
1.1	Cost per seat basis (Including Manpower, Infrastructure, Tools & Technologies)	36 Months
1.2	Operation Cost- (Phone, Internet, Electricity, backup, miscellaneous)	36 Months

Formatted: Indent: Left: 0 cm

1.3	Management cost	36 Months
1.4	Telephony Software cost	36 Months

<b>2</b>	<b>Consultancy Service</b>	
2.1	Marketing Manager (Hospitality)	36 Months
2.2	Operation Manager Cum Team Leader (Hospitality)	36 Months

Rates to be quoted on monthly basis .

4. The TDS etc., shall be deducted at source from the payment as per the law in force at the time of payment. We further understand that if there would be any increase in any other applicable taxes, levies, duties, and fee etc. Whatsoever, and other charges during tenure of contract, the GMVN will compensate the successful bidder for the increased amount.
5. Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal.
6. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. Further, the office space for resources to be deployed in Uttarakhand will be arranged by us and for team (if required) deployed at regional/district level the office space shall be provided by us as per the existing guidelines of GMVN.
8. All taxes(direct/indirect/local), duties, levies etc. whatsoever will be charged at the time of invoicing
9. We understand GMVN is not bound to accept any Proposal you receive and may reject any or all proposal without assigning any reason for the same.

Yours sincerely,  
 Authorized Signatory:  
 Name and Title of Signatory:  
 Name of Firm:  
 Location:  
 Date:

Formatted: Indent: Left: 0 cm

**FIN-2 Person Month Rates (Please submit FIN-2 as per BOQ format online)**

Please fill the man-month rate for the project. GMVN may use this rate-card for chargeable change request or for any other consulting/ advisory work that can be delivered by the Agency. This rate-card will be valid for the initial 36 months with an increment of 5% every year up to 03 years. This rate card will only be applicable if the deployment desired by the GMVN will be for a continuous period of at least 3 months for execution of any other task assigned by GMVN. The TSA will be expected to deploy an additional resource within 45 days of the written communication by GMVN to augment the team. Number of resources including support consultants may be increased /decreased as per the requirement of the project.

**Total Manpower Per seat cost- Full Time**

S. No.	TechnicalResource	No. of positions
1	<b>Helpline</b>	
	Call officers	4
2	<b>Consultancy Service</b>	
	Marketing Manager ( Hospitality)	1
	Operation manager (Hospitality) Cum Team Leader	1
	<b>Total Resources (Full Time)</b>	<b>6</b>

**A.Operation Cost****B.Telephony Software Cost****C.Management Cost****D. Technology Solutions**

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

Name of Firm:

Location:

**READ AND ACCEPTED**

I/We hereby accept the terms and conditions with respect to Tender ID .....and agree to the same, which will be binding upon me/us in the event of acceptance of my/ our tender.

In case I/We fail to execute the agreement embodying the said conditions as and when required by **GMVN** and deposit the security amounts as laid down in the Terms and Conditions of the tender or /and in the acceptance letter/supply order/s, I/We hereby agree that the securities shall be forfeited to **GMVN**.

Signature of Bidder / Authorised Signatory  
With Stamp and Full Address



## ANNEXURE -2

### Undertaking

I/We... hereby agree to undertake that:

- That the information furnished above is correct.
- We confirm that ..... has own office in ..... since ..... to till date.
- We have gone through the complete tender document and there is no ambiguity in our mind. We have signed on all pages of the tender document.
- We hereby confirming the availability of adequate manpower of requisite qualification and experience for assignment.
- We adhere to the provisions of relevant rules and laws related to payment of minimum wages & social securities and statutory compliances.
- Agency has not been penalized or convicted by any court in any criminal case.
- The Agency is not black listed at the time of tender from any Central/State GMVN, PSU"s or other organizations.
- The Agency declare that they have not been punished by any GMVN against statutory compliance (GST, PAN, TAN or other any tax) nor there is any case running or pending against the agency regarding the GST, PAN, TAN, or other any tax requirement
- We have valid documents and certification which is required for RFP like Registration Certificate, MOA, PAN, TAN, GST, ISO etc.
- We confirm to accept all term & conditions specified in RFP document.

Signature of the Applicant / Authorized Representative

Seal / Stamp of the Firm

Date:



## **Scope of work**

The Scope of Work for establishment and running of call center and analytical support for different activities of GMVN be as follows:

### **1. Helpline/Connect Centre-** (In-Bound, Out-bound, Web based support)

#### **OBJECTIVE**

1. To study, evaluate and assure that the booking system for Char Dham Yatra & other activities of GMVN along with the related grievances are addressed in a proper & timely manner.
2. Evaluate the improvement in booking facilities & other yatra details.
3. The Call center will answer all queries that will be received in the toll-free number with multiple lines as per requirement.
4. Upgrading the trainers with respect to time and need.
5. Serve as a data hub.
6. Capture views and concerns of Yatri's and other stakeholders.

#### **SCOPE OF WORK**

##### **A. Helpline/Connect Centre-** (In-Bound, Out-bound)

##### **Dedicated Helpline (Connect Center) for Tourists**

- i) Provide information on various Yatra packages and other activities of GMVN.
- ii) Should be a very effective tool in assessment of needs of Yatri's/Tourist in the state of Uttarakhand.
- iii) Support management of grievance associated with GMVN.
- iv) Capture views and concerns of Yatri's and other stakeholders.
- v) Serve as a data hub for GMVN for data analytics as an input for decision making.
- vi) Response time for telephonic calls should be instant and on real time basis.
- vii) Response time for emails should be limited to 24 hours.

#### **Model of Implementation**

The Call Centre shall be established & administered from Dehradun with currently seating capacity of 4 executives and extendable as required as mentioned to register grievances, demands and suggestions and to provide information to the Yatri's.

## **Key information of the model**

1. Call center will have the bi-lingual capacity and will be set up for inbound and outbound calls from across Uttarakhand.
2. The calls will be handled by a call center agent in Hindi and English, based on experience some of these calls may be automated and handled through Interactive Voice Response (IVR) for which the protocol will be provided as needed by the GMVN.
3. The standard operating procedure (SOP) of grievance handling and data sharing between the GMVN and the Helpline (Call Centre) will be provided by the GMVN and will need to be followed.

## **Location of Call Centre**

The complete Call Centre system will be established in the State capital in Dehradun.

## **Commencement of Call Centre Services**

- I. **Establishment (within 30 days)**
- II. **Operations - (within 30 Days)**

Based on the experience the number of seats will be expanded and the number seats would be mutually agreed between GMVN and Agency.

## **DESCRIPTION OF SERVICES**

After selection of Agency through this RFP process, the Agency will be required to deliver the services as per the requirements detailed in this section.

The scope of work that needs to be provided by the Agency can be broadly classified into the following areas:

- 1. BUSINESS SERVICES**
- 2. INFRASTRUCTURE & TECHNOLOGY**
- 3. RESOURCES ON-BOARDING**
- 4. TRAINING**
- 5. QUALITY ASSURANCE**
- 6. REPORTING AND ANALYTICS**

### **1. BUSINESS SERVICES**

The business services that shall be provided by the Selected Agency can be broadly categorized as:

- I. Handling inbound voice calls.
- II. Making outbound voice calls.
- III. Replying inbound E-mails.
- IV. End-to-End Responsibility.

#### **I. Inbound/Outbound voice Calls**

The selected Agency shall provide inbound and outbound voice call services in Hindi and English languages.

Most of the queries / grievances may be resolved by the Call Centre Executives (COs) using the Information available. For unresolved queries / grievances, the Agency shall forward the cases to the concerned GMVNs within the GMVN eco-system using proper escalation mechanism. The escalation mechanism will be explained in detail during the orientation training.

#### **II. Outbound Voice Calls**

Outbound call service shall be used to respond to queries / grievances of stakeholders not hitherto resolved earlier or for any specific survey or for pro-actively obtaining feedback on services delivered or any other scenario as decided by GMVN.

The outbound calls shall also be provided in the same languages as listed above for Inbound voice Calls. The calls/scenarios that require outbound dialing, will be explained in detail during the orientation training or any later stage during the tenure of the contract.

#### **III. Inbound E-mails**

Emails shall only be answered in English & Hindi.

#### **IV. End-to-End Responsibility**

The Agency shall work jointly with GMVN to identify problem and queries for which the current Standard Response Template (SRTs) or FAQs do not provide any answers. These may be shared with GMVN on regular basis and new SRTs or FAQs may be prepared by coordinating with GMVN. The Agency shall also work closely with GMVN in developing workflow, escalation procedures and reporting mechanism for resolution of queries/grievances through different resolver groups like District Offices, HQ, Divisions etc.

A review meeting with Senior Operations member may be called upon from time to time.

## 2. INFRASTRUCTURE & TECHNOLOGY

- I. The selected Agency shall provide Call Centre services on an outsourced model. Cost of the entire necessary infrastructure such as Software, Application, Dialer, CRM, Office Space, Workstation, softphone, headsets, connectivity etc. shall be borne by the Agency.
- II. The selected Agency shall be responsible for procurement and deployment of the routers (primary and secondary) DR site. The selected Agency shall be responsible for maintenance of the routers placed in DR site.
- III. The routers provided by the selected provider must have at least 1 Gigabyte FC multimode port or higher.
- IV. All network devices used for GMVN ecosystem shall be monitored by GMVN monitoring tool. The same should be supported by the Agency.

The selected Agency shall provide the required space, infrastructure, etc. in its premises to install Media Gateway for outbound dialing.

Details of workstation configuration and other arrangements needed to be provided by the selected Agency is listed below: -

SI. No.	Component	Description/ Recommended Configuration
1.	Workstation/ Desktop	Processor: - Intel i3 or equivalent Memory: - 4-GB RAM or more Display: - Super VGA with a standard resolution Operating System: - Windows 10
2.	SIP Trunk	Interface: Ethernet, Minimum no. of channels: 10
3.	Softphone	The selected Agency is required to provide softphone.
4.	Headset	Compatible Headset for 100% workstation, with Y-jacking facility in at-least 25 % of the workstations. Headset quality should be at par with market standards with features like noise reduction etc to ensure high level of service and customer experience.

### 3. RESOURCE ON-BOARDING

GMVN expects the selected Agency to deploy adequately skilled and trained resources for answering to contacting Callers, to provide a consistent and high-quality experience along with a high percentage of first-time resolution (FTR). To ensure this GMVN would expect the selected Agency to deploy resources as mentioned below: -

1. Caller Officers (CO)
2. Senior Caller Officers (Sr. CO)

The selected Agency is required to do the resource planning and resource deployment while maintaining the minimum qualification as mentioned in the table below:

Resource	Minimum Qualification	Language Skills	Experience
Call Officers	Graduate	English: Read, Write & Speak; Hindi: Read, Write & Speak;	At least 6 Months Experience in Call Centre / Helpline. Basic Computer knowledge mandatory
Senior Call Officers	Graduate or Higher in any discipline	English: Read, Write & Speak; Hindi: Read, Write & Speak;	At least 12 Months Experience in Call Centre / Helpline. Basic Computer knowledge mandatory

**Note:** Relaxation of "**Minimum Education**" requirement may be considered for "COs" and "Sr. COs" positions in exceptional scenario on case to case basis.

All resources involved with GMVN contact Centre operations will adhere with GMVN's security guidelines. The Non-Disclosure Agreement and background check criteria will be shared with the selected Agency. Agency shall keep NDA or Background check records of each employee. GMVN may seek these records for inspection, anytime during the contract.

## 4. TRAINING

### 4.1 Orientation Training

Once empaneled GMVN will conduct an orientation workshop either at GMVN's premises or Agency's site as decided by GMVN to provide process training related to all the schemes & eco-system. The training will be primarily on a Train the Trainer basis but all the key resources are required to be present during this orientation; the Agencies are free to include other members associated with GMVN process in the workshop.

Below is the tentative agenda of the training: -

- Introduction to schemes information.
- Possible complaint types and its resolution.
- Portability Issues.

It is expected that Agency will approach GMVN for confirming resource availability and Scheduling this training timely, post empanelment to commence the services as per RFP guidelines. The orientation workshop will help the selected Agency for smooth roll out of the initial batches.

GMVN needs to share first version of training module with Agency during/after orientation training. Thereafter, based on the workshop, GMVN Training Module and Agency's internal requirements, the selected Agency is expected to develop a training module & a test process for on-boarding of future resources.

GMVN will review and approve the training module and the test process. In case of any changes suggested by GMVN, changes shall be incorporated and submitted to GMVN within 15 days from the date of suggestion. It should be revised and submitted for approval every quarter.

Standard Response templates (SRTs) may require to be changed very frequently which will be communicated to Agency on need basis. Subsequently, Agency shall update the training modules and impart internal trainings to Agents on the floor.

#### **4.2 Resource Training**

The selected Agency shall be responsible for conducting scheme specific resource on-boarding training. This training shall include training of Applications/tools, basic call handling skills, GMVN's ecosystem specific knowledge & services, soft skills, etc. The period for on-boarding training should be at least 5 working days. The selected Agency is required to maintain the results and evidences of training evaluation test and evidences for attending training for each trainee and make them available to GMVN or third-party auditors as and when requested by GMVN.

#### **4.3 On-Job Training**

The selected Agency shall also be responsible for providing on-job training to resources qualifying the training evaluation test. The methodology used for on-job training may include call y-jacking, shadow resource, continuous monitoring, call audits and feedback etc. The period for on-job training for each resource should be of at least 5 days post clearing the training evaluation test. During the on-job training, it is mandatory that the COs/Sr. COs are required to handle live calls at least for 2 hours every day.

#### **4.4 Refresher Training**

a) As and when new process updates are available, GMVN may conduct re-fresher training for the Selected Agency. The said training may happen at GMVN's premises or Agency's site as decided by GMVN to conduct the training. The refresher training will be on a Train the Trainer basis.

b) If the training is organized at anyone of GMVN's offices, the trainers from the selected Technical Provider is required to travel to that location. GMVN will try to intimate the Agency at least 7 days prior to training date, for necessary travel arrangements; however, the selected Agency may also be prepared for immediate attention to the refresher training program announced by GMVN.

- c) It is clarified here that GMVN shall not make any additional payment in respect for any travel made for this purpose.
- d) As and when new process updates are available, all COs and Sr. COs are required to mandatorily complete the refresher training resource within a weeks' time. Agency shall provide an undertaking to GMVN post completion of training of all COs/Resources.
- e) The training module & the test process should be updated by Agency's training team based on the knowledge imparted by GMVN during re-fresher resource(s) and a copy of updated training material and test sheets shall be shared with GMVN.

## **5. QUALITY ASSURANCE**

The selected Agency is expected to deploy dedicated quality assurance person for the entire duration of the contract. The quality assurance person should be independent of the operations and training team. The quality assurance person should have the facility of remote screen viewing of agent workstations and remote call listening. The quality assurance person is responsible for the following, but not limited to: -

- a) Ensuring that the resources deployed are in confirmation to minimum qualification set out in 'RESOURCE ON-BOARDING' in this section.
- b) Monitoring at-least **10%** calls of all the COs/ Sr. COs during on-job training.
- c) Monitoring the performance of COs and Sr. COs on the basis of GMVN provided Quality Template by reviewing at-least 30 calls or 30 emails (in case of email agents) per CO/Sr. CO per month.
- d) Providing feedback and executing Continuous Improvement Plan (CIP) in order to exceed the target service levels & KPIs mentioned in this RFP.
- e) Performing root cause analysis for repeated failure in service delivery and sharing the report for the same with GMVN.
- f) Providing help in enhancing the existing training modules, frequently asked questions, etc. that help improves in-house operations as well as provide analysis for GMVN.



- g) The Quality template having specific quality parameters will be shared with the selected Agency only.

## **6. REPORTING AND ANALYTICS**

- a) The selected Agency shall provide a Reporting/Analytics person / team to prepare performance dashboard of the GMVN Operations. This reporting/MIS team/person may or may not be dedicatedly assigned for GMVN operations.
- b) In addition, this person / team should also be capable of generating Adhoc/customized reports/ MIS as per GMVN's requirement.
- c) The report format shall be flexible and shall be made available either in excel, pdf, txt or any other user-friendly structure/format on the request of GMVN from time to time. The report should be configurable to be e-mailed to a defined mailing list.

## **7. INFORMATION SECURITY GUIDELINES**

Selected Agency shall ensure the confidentiality, integrity and availability of GMVN related data and services. The Information Security directives applicable to the Agency have been categorized as below.

- a) Human Resources
- b) Asset Management
- c) ACOs Control
- d) Password Policy
- e) Cryptography
- f) Physical and Environmental Security
- g) Operations Security
- h) Communications Security
- i) Information Security Incident Management
- j) Compliance
- k) Change Management

### **7.1 Security Requirements for Call Centre**

As part of this contract between GMVN and Call Centre, Call Centre is required to address basic security hygiene in its infrastructure to ensure confidentiality, integrity and availability of GMVN

related data processed by the Call Centre and other confidential information of GMVN.

The Call Centre shall take all reasonable measures to ensure the confidentiality, integrity and availability of caller and GMVN information available with the Call Centre. This includes having an appropriate governance structure, policies, procedures etc. to ensure that Information security is maintained at all times by the Call Centre.

Minimum Information security requirements are detailed below:

1. The Call Centre shall comply with the Information security policy for Call Centers. Call Centre may obtain the latest policy from GMVN through a written request.
2. The Call Centre shall comply with any other Information security requirements of GMVN which may be shared with Call Centre from time to time.
3. List of authorized personnel having access to GMVN resources shall be maintained, updated and shared with GMVN on a quarterly basis.
4. Only authorized individuals shall be provided access to information assets processing such as CRM, other applications, call recordings etc.
5. Call Centre facility or area used for calling or taking calls from the beneficiary, citizen or any stakeholder shall be restricted with electronic access control and access shall be provided on the need basis and least privilege based on approval
6. Periodic reconciliation of various access (logical and physical) shall be performed by Call Centre
7. The Agency shall conduct background checks for its entire staff working in this assignment. Background checks should cover at least the following - education, criminal record, employment history etc. Agency shall maintain the results and share with GMVN (if required by GMVN)
8. All staff shall sign a confidentiality agreement. The format of the agreement may be decided by GMVN.
9. Periodic Information security training shall be provided to all the staff members. This must cover various security requirements.
10. All systems including desktops, laptops, servers, network devices etc. used for providing services shall be hardened as per the industry best practices such as CIS Benchmarks.
11. Only licensed IP phones shall be installed in the Call Centre infrastructure.
12. Agency shall ensure that the latest patches are installed on all the information assets. The patch management process shall be defined and documented by Agency.
13. Anti-virus software must be installed on all systems used to. Virus definitions shall be updated on a daily basis from the Anti-virus server and daily scans shall be run on the systems.

14. Security policies such as strong password, password history, password expiry, system login timeout, no admin access, screensaver etc. shall be applied as per GMVN policy and specifications issued from time to time. Active directory or similar system shall be used to automatically enforce security policy on all systems.
15. Network, operating system, database, application, configuration reviews and other information security assessment shall be carried out annually and/or during a significant change in the Call Centre ecosystem and results will be shared with GMVN.
16. Call logs of the critical user-activities, exceptions and security events shall be enabled and stored to assist in future investigations and access control monitoring.
17. Call barge in facility shall be disabled by default on all phones. Only specific phones that may require barge in facility for quality monitoring purposes shall have call barge in facility enabled only after business and risk team approvals.
18. Identity Information shall not be stored on the workstation and in case if it is required then Call Centre Agency shall ensure that the identity information is encrypted using strong cryptography controls.
19. Call recordings with caller identity information shall be encrypted.
20. End to end security testing of the applications used by the Call Centre shall be provisioned by Call Centre Agency. The testing results shall be shared with GMVN annually or on the need basis.
21. Call Centre and their partners shall ensure compliance to all the relevant laws, rules and regulations, including, but not limited to, ISO27001: 2013, Information Technology Act 2000 and 2008 amendments and other prevailing laws.

### **Minimum Seats guarantee for payment**

GMVN will pay minimum 03 seat's cost to the Agency irrespective of the number of calls received and other performance parameters, as a guarantee payment. Based on the call and load, the Agency should be capable enough to expand the capacity of seats under this assignment and written request by GMVN in one (1) months' time.

### **Operating Hours**

**During the Yatra Season the workings hours would be from 8:00 a.m. to 10 p.m. which can be extended from time to time based upon the requirement of the GMVN . During the other season the operation hours would be as per the requirement Of GMVN .**

## Project Implementation Schedule

The Agency shall be responsible to undertake set-up, commissioning, development, maintenance and support with required up-gradation, customization, integration and testing etc. of Call Centre

Phase	Details	Timelines (T= Contract Signing Dates)
1	The opening of first Call Centre with	T+2 Weeks
2	Development of other channels SMS and E-Mail	T+4 Weeks
3	Call Centre operations and maintenance phase	12 Months

operations. The major phases are as mentioned below:

The Agency shall develop the work plan based on the above timelines.

### **B. Consultancy services**

The Agency shall be responsible for providing 2 consultants to smooth running and development of project run by GMVN.

- i) Marketing Manager (Hospitality)
- ii) Operation Manager (Hospitality) Cum Team Leader

A marketing manager would undertake market research, understand the trends and customer preferences, create marketing strategy and budgets, oversee the creation of marketing materials and content, and perform all other relevant tasks essential for increasing the business's sales and submit the report to department.

He shall be responsible for guiding department marketing and promotional activity to be run to meet customer need.

He shall be guiding department how to use Helpline/Call centre for business development of department as per survey done by him/her in the filed and as per customer/yatri feedbacks.

He shall be responsible for searching for new routes of yatra or able to guide the changes to be made in packages.

He shall suggest new plan to meet competitor which are working in this filed.

Formatted: Heading 3, Line spacing: single, No bullets or numbering

**ANNEXURE -3**  
**Power of attorney / Board resolution copy / Authorisation Letter**

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the \*\*\*\*\* Project[s] proposed or being developed by the \*\*\*\*\* (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to GMVN , Uttarakhand, representing us in all matters before GMVN, Uttarakhand signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with GMVN , Uttarakhand in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the contract with GMVN , Uttarakhand .

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

Witnesses:

1 1. [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

For

-----

(Signature) (Name, Title and Address)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

## Annexure 4: Performance Bank Guarantee Format

Formatted: Heading 1, Indent: Left: 0.5 cm, Space Before: 0 pt

Formatted: Heading 2, Centered, Indent: Left: 0 cm, Space Before: 0 pt

To:

The Managing Director,  
GMVN

WHEREAS \_\_\_\_\_ [Name and address of Agency] (hereinafter called "the Agency") has undertaken, in pursuance of your Letter No. \_\_\_\_\_ dated \_\_\_\_\_ to provide the consultancy services to the GMVN (GMVN), on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Agency shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand or a request for extension in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

This guarantee shall be valid for 30 months from the date of aforesaid letter and may be extendable, if required.

Signature and Seal of the Guarantor	In presence of
	1. _____ —
Name _____ and Designation: _____	(Name, Signature & Occupation)
(Name, Signature & Occupation)	
Name _____ of _____ the Bank: _____	2. _____ —
Address: _____ — _____ _____	(Name, Signature & Occupation)
Date: _____	
Address: _____ — _____ _____	



## **Annexure 5 – Format for submission of pre-bid queries**

**Pre-Bid:**The Managing Director, GMVN, Uttarakhand shall hold a Pre-Bid meeting. The queries can be sent through email \_\_\_\_\_ in xls or xlsx format. Queries not sent in the required format shall not be entertained.

We, (Name of the organization), will like to submit the following queries.

Sr. No.	Page No.	Referred Clause	Content	Solution/Suggestion
1				
2				
3				

## **Annexure- 6: CA Certificate for turnover (On the letter head of the Chartered Accountant)**

This is to certify the below details for the company/Society/trust/firm .....

Sl. No.	Financial Year*	Annual Turnover (Rs. in Cr.)
1	2022-23	
2	2021-22	
3	202-2021	
	<b>Grand Total</b>	
	<b>Average for three Years</b>	

Certified by CA and Membership No.: UDIN No.

Formatted: Heading 1, Indent: Left: 0.25 cm, Space Before: 0 pt

Formatted: Heading 2, Centered, Indent: Left: 0 cm, Space Before: 0 pt

## **ANNEXURE -7**

### **Undertaking**

I/We... hereby agree to undertake that:

- That the information furnished above is correct.
- We confirm that .....has own office in ..... since ..... to till date.
- We have gone through the complete tender document and there is no ambiguity in our mind. We have signed on all pages of the tender document.
- We hereby confirming the availability of adequate manpower of requisite qualification and experience for assignment.
- We adhere to the provisions of relevant rules and laws related to payment of minimum wages & social securities and statutory compliances.
- Agency has not been penalized or convicted by any court in any criminal case.
- The Agency is not black listed at the time of tender from any Central/State GMVN, PSU"s or other organizations.
- The Agency declare that they have not been punished by any GMVN against statutory compliance (GST, PAN, TAN or other any tax) nor there is any case running or pending against the agency regarding the GST, PAN, TAN, or other any tax requirement
- We have valid documents and certification which is required for RFP like Registration Certificate, MOA, PAN, TAN, GST, ISO etc.
- We confirm to accept all term & conditions specified in RFP document.

Signature of the Applicant / Authorized Representative

Seal / Stamp of the Firm

Date:

**END OF DOCUMENT**