



**REQUEST FOR PROPOSAL (RFP) FOR
PROVIDING TOLL FREE HELPLINE
SERVICES FOR MEGHALAYA
TOURISM**

RFP. No.- M/D-Tour.73.2024/31

Date: 16/07/24

**Directorate of Tourism
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong
793001, Meghalaya, India**

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Directorate of Tourism (hereby referred to as 'Authority or 'Client') or any of its employees or advisers, is provided to bidders 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 to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Directorate of Tourism, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations 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.

Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Directorate of Tourism, 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 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 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 is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Definition

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- **“Agreement/Contract”** means the Agreement to be signed between the successful Bidder and Directorate of Tourism including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- **“Bidder”** means who has participated against this RFP. The word Bidder when used after award of the Contract shall be synonymous with Agency shall mean the successful Bidder with whom Directorate of Tourism signs the agreement.
- **“Bid/Proposal”** means offer by the Bidder to fulfil the requirement of the Client under the RFP/Contract for an agreed price. It shall be a comprehensive technical and commercial response to the Tender.
- **“Contract”** is used synonymously with **Agreement**.
- **“Contract Price”** means the price to be paid to the Bidder for providing the services, in accordance with scope of work.
- **“Preferred Bidder”** shall be decided based on the QCBS.
- **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one Party to the other.
- **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Directorate of Tourism, Govt. of Meghalaya of the benefits of free and open competition.
- **“GoM” / “Government” / “Govt. of Meghalaya”** means the Government of Meghalaya.
- **“Law”** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of Meghalaya or any other Government or regulatory authority or political subdivision of government agency.
- **“LoI”** means issuance of Letter of Intent which constitute the intention of the Directorate of Tourism to place the Purchase Order with the successful Bidder.
- **“Material Breach”** means a breach by either Party (Client or Bidder) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.
- **“Parties”** means Client and Bidder for the purposes of this Agreement and “Party” shall be interpreted accordingly.
- **“Services”** means the work to be performed by the Bidder pursuant to this Contract, as described under the “Scope of Work” section.
- **“Day/Days”** means calendar days
- **“Requirements”** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- **“Termination Notice”** means the written notice of termination of the Agreement issued by Directorate of Tourism.
- **“Authority/Tendering Authority/Procuring Entity”** means the purchaser/client i.e., Directorate of Tourism, Government of Meghalaya

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1 Introduction

1.1 Background

The Meghalaya Tourism Toll-Free Helpline is a state-run initiative by the Directorate of Tourism, Government of Meghalaya. The Helpline is designed to offer comprehensive support and information to tourists planning to visit Meghalaya, addressing a wide range of queries from itinerary planning to emergency protocols. This initiative underscores the Government of Meghalaya's commitment to promoting tourism and ensuring a seamless and enriching experience for visitors.

The primary objective of the Meghalaya Tourism Toll-Free Helpline is to provide pertinent and timely information to tourists. The helpline serves as a one-stop solution for potential visitors seeking assistance and guidance on various aspects of their trip. Queries fielded by the Tourism Associates cover a broad spectrum and originate from various parts of the country as well as abroad.

The helpline is tasked with addressing a wide array of tourist inquiries, including but not limited to the following:

- **Itinerary Planning & Assistance:** Providing tailored travel plans and advice to tourists based on their preferences and interests.
- **Hotel Bookings:** Assisting with reservations and providing information about various accommodation options.
- **Transportation Bookings:** Facilitating bookings for local transportation, including taxis, buses, and rental vehicles.
- **Tour Operators/Tourist Guides:** Connecting tourists with reputable tour operators and certified guides for a more structured travel experience.
- **Food:** Offering recommendations on local cuisines and dining establishments.
- **Places of Interest:** Providing detailed information on tourist attractions, historical sites, and natural wonders within Meghalaya.
- **Festivals:** Informing tourists about local festivals and cultural events, enhancing their cultural experience.
- **Emergency Protocols:** Offering guidance on emergency procedures and contacts for tourists in distress.
- **Complaints & Grievances:** Addressing and resolving any issues or complaints lodged by tourists to ensure their satisfaction.
- **Meghalayan Age Store & Meghalaya Collectives Customer Service:** Providing customer support for the Meghalayan Age Store and Meghalaya Collectives, facilitating the promotion of local products and crafts.
- **Onboarding of Service Providers:** Assisting new service providers in joining the network, ensuring a wide range of quality services for tourists.

1.2 Objective of the RFP

To engage a qualified and experienced agency having experience in the field of setting up or providing services of Toll-Free Helpline Support. The agency shall be required to provide end to end managed services of Toll-Free Helpline Support as per the requirement.

1.3 Due Diligence by Bidders

- I. Bidders may before submitting their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their responsibility and other information necessary for preparing their Proposals.
- II. Bidders shall be deemed to have full knowledge of the requirements of the work. Directorate of Tourism will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by Directorate of Tourism in this RFP Document or otherwise, with respect to this Project. Although such information and materials are to the best of the Directorate of Tourism's belief, however, their verification is the sole responsibility of Bidder.
- III. Neither Directorate of Tourism, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything

contained in this RFP and the award of the work or otherwise arising in any way from the selection process.

2 Accessing Bidding Documents and Participation

- I. The complete Bid Document can be viewed/ downloaded from the portal www.meghalayatourism.in by interested bidders between the dates mentioned in data sheet. For any help regarding downloading or submissions, bidder may reach out over Email ID: contact@themeghalayanage.com
- II. The amendments/ clarifications to the Bid Documents by the Authority, if any, will be uploaded on the website.
- III. Each Proposal shall indicate that it is a firm Proposal, and that the Proposal will remain valid for a period not less than One Eighty (180) days from the due date of the submission of the Proposal. Authority reserves the right to reject any Proposal, which does not meet this Bid Validity Period requirement.
- IV. Authority may request one or more extensions of the Bid Validity Period. To make such request, the Authority shall give notice through email to the Bidder(s) at least three (3) days prior to expiration of the Bid Validity Period. If any Bidder does not agree to the extension, they may withdraw by giving notice in writing to the Authority of its decision before the expiration of the Bid Validity Period. In case, the Authority does not receive any written notice of withdrawal before the expiration of the Bid Validity Period, and the requested extension shall be deemed to have been accepted by the Bidder(s).
- V. When an extension of the Bid Validity Period is made, Bidders shall not be permitted to change the terms and conditions of their Bids.
- VI. The Bid Validity Period of the Successful Bidder shall be automatically extended until the date on which the Agreement is signed and is in force.

3 Data Sheet

Sl.	Activity	Description
General		
1	Assignment Name	Engaging Services of an Agency for Providing Toll Free Helpline Services for Meghalaya Tourism
2	Name of the Client	Directorate of Tourism, Government of Meghalaya
3	Contact Details	Director, Directorate of Tourism 3 rd Secretariat Nokrek Building, Lower Lachumiere, Shillong 793001, Meghalaya, India, Lower Lachumiere, Shillong – 793001, Meghalaya, India
4	Selection Method	Quality and Cost Based Selection (QCBS)
Proposal Preparation		
5	Language	Proposals shall be submitted in English language. All correspondence exchange for the assignment shall be in English language.
6	Technical Proposal	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: 1. Annexure I - Bid Covering Letter 2. Annexure II - Format for submitting Technical Bid 3. Annexure III - Power of Attorney/Letter of Authorization 4. Annexure IV – Approach and Methodology 5. Annexure V - Project Credential Format 6. Annexure VII - Performance Bank Guarantee Format 7. Annexure VIII - Non-Disclosure Agreement (NDA) 8. Annexure IX - Declaration of Non-Blacklisting 9. Annexure X – Checklist 10. Annexure XI: Company Profile 11. Annexure XII: Bidder's Experience 12. Annexure XIII: Project Plan 13. Proposal Processing fee 14. Earnest Money Deposit
7	Financial Proposal	2nd Inner Envelope with the Financial Proposal: Annexure VI - Financial Format
8	Proposal Processing Fee	Rs.10,000/- (Rupees Ten Thousand) (including GST) in the form of demand draft drawn in favour of Directorate of Tourism', payable at Shillong. The Proposal Processing Fee shall be submitted along with the 1st Inner Envelope of the Technical Proposal
9	Earnest Money Deposit (EMD)	INR 5 Lakhs in the form of demand draft or Bank Guarantee drawn in favour of ' Directorate of Tourism, Government of Meghalaya ', payable at Shillong. The Earnest Money Deposit shall be submitted along with the 1st Inner Envelope of the Technical Proposal
10	Validity of the proposal	180 Days
11	Clarification	Clarifications may be requested within 7 days from the date of release of this RFP: contact@themeghalayanage.com
Submission, Opening and Evaluation		
12	Submission	The Firm must submit: Technical Proposal: one (1) original, Financial Proposal: one (1) original The bidders shall not have the option of submitting their Proposals electronically.
13	Date of RFP publication	16 th July 2024
14	Last date for submission of queries	03:00 PM 22nd July 2024

Sl.	Activity	Description
15	Proposal Due Date	4:00 PM on 5th August 2024 at the Directorate of Tourism, 3 rd Secretariat Nokrek Building, Lower Lachumiere, Shillong 793001, Lower Lachumiere, Shillong – 793001, Meghalaya, India And Softcopy of the Proposal to be sent to contact@themeghalayanage.com
16	Technical Presentation	All shortlisted bidders will be required to make a technical presentation before the tender committee constituted by the Directorate of Tourism for this assignment post submission of the technical proposal. The date of the technical presentation will be informed to the shortlisted bidders by the Authority separately.
17	Financial Proposal Opening	The date of financial Proposal opening shall be informed to the qualified Bidders separately.
18	Time period for the assignment	Initially for 2 years, then Yearly renewal (upto 2 years)
20	Evaluation Criteria	QCBS (Quality cum Cost Based Selection)
21	Website for the RFP download and Corrigendum	www.meghalayatourism.in

3.1 Communications

All communications, including the submission of Proposal, should be addressed to:

Directorate of Tourism,
Government of Meghalaya
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India
Email: contact@themeghalayanage.com

4 Instruction to Bidders

4.1 General Instructions

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders are free to assess and propose the solution needed to meet the requirements and project objective. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Directorate of Tourism on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Directorate of Tourism. Any notification of preferred Bidder status by the Directorate of Tourism shall not give rise to any enforceable rights by the Bidder. The Directorate of Tourism may cancel this procurement at any time prior to a formal written contract being executed by or on behalf of the Directorate of Tourism without giving any reason.
- c. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Cost to bid

- a. The Bidder shall bear all costs associated with submitting its bid, including the cost of purposes of clarification of the bid if so desired by the Buyer. The Buyer shall in no case be responsible for those costs, regardless of the conduct or outcome of the Tendering process.

4.3 Clarification on RFP

- a. When deemed necessary, during the tendering process, Directorate of Tourism may seek clarifications on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the bid submitted or price quoted.

4.4 Pre-bid Clarifications from the Bidder

- a) A Bidder requiring any clarification on the RFP Document may submit the queries, in writing, at the Buyer's email ID as per schedule indicated in 'Data Sheet' of this RFP. The queries must be submitted in the following format in editable form (Excel format):

Bidder's request for clarification				
Name and Address of the Organization submitting request		Name and Designation of Person submitting request		Contact Detail of the Organization or Authorized Representative
				Tel:
				Email:
S.No	RFP Reference Section	RFP Reference Page	Content of RFP requiring clarification	Points of clarification required
1				
2				

- b) The purpose is to to clarify any concerns, Bidder may have, related to this tender.
- c) Buyer shall not be responsible for ensuring that the Bidder's queries have been received by them. Any request for clarifications, post the indicated date and time stipulated in Data sheet, may not be entertained by the Buyer.

4.5 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) At any time prior to the deadline for submission of Bids, the Buyer may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, amend the Bid document by issuing an addendum/corrigendum.
- b) In order to provide Bidder reasonable time to take the amendment into account in preparing their bids, the Buyer may, at its discretion, extend the last date for the receipt of Bids.
- c) The corrigendum (if any) and clarifications to the queries from all Bidder will be posted on the website /portal.

4.6 Scope of Proposal

- a. Please refer section 6 for scope of work.
- b. Bidders are advised that the selection of agency shall be based on an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- c. The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Bid shall be submitted in two envelopes system (Technical Proposal and Financial Proposal) within the prescribed schedule. Upon selection, the Bidder shall be required to enter into an agreement with the Authority.

- d. Consortium or sub-contracting is not allowed for this RFP.

4.7 Earnest Money Deposit (EMD)

- a. As part of this bid, the Bidder shall furnish an Earnest Money Deposit (EMD) of the amount mentioned in the Bid details of this RFP through Bank Guarantee or demand draft.
- b. Bidder shall provide a scanned copy of the same in the Technical envelope, and a hard copy of the same will have to be submitted directly to the Buyer before the last date of bid submission.
- c. The EMD should be valid for 45 days beyond the bid validity
- d. Unsuccessful Bidder's EMD shall be discharged/ returned within 30 days after the award of contract to the Successful Bidder or expiry of bid validity, whichever is earlier. Earnest money of Successful Bidder shall be returned within 30 days after receipt of Performance Security / e-PBG.
- e. The Buyer shall pay no interest on the EMD

The EMD may be forfeited:

- a. If the Bidder withdraws or modifies or derogates its bid during the period of bid validity specified by the Bidder in the Bid.
- b. If it comes to notice that the information/documents furnished in its bid are false, misleading, or forged; or
- c. In the case of a Successful Bidder, if the Bidder fails.
 - To sign the Contract in accordance with Clause of RFP: Award of Contract; or
 - To furnish Bank Guarantee for contract performance in accordance with clause Performance Bank Guarantee.
- d. Failure of the Successful Bidder to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD

4.8 Performance Bank Guarantee (PBG)

- a. Performance Bank Guarantee has to be made in the form of Refundable & Irrevocable Bank Guarantee from any Scheduled Commercial Bank/ Nationalized Bank drawn in favour of the Beneficiary payable at Shillong before signing of the Contract.
- b. The Bidder has to deposit Bank Guarantees within 15 days of the receipt of notification of award or Letter of Intent (LoI), the Successful Bidder shall furnish the performance bank guarantee of 5% of total contract value in accordance with the Conditions of Contract, in the Performance Bank Guarantee, prescribed in Annexure VII of this RFP, given by any scheduled bank.
- c. Performance Bank Guarantee shall be valid for six (6) months more than the period of the contract.
- d. In the event of termination, Buyer may Invoke the Performance Bank Guarantee, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/ or remedies that may be available to the Buyer under law.
- e. The payments to the Bidder shall become due only after receipt of Performance Bank Guarantee by the Buyer and verification of its genuineness.
- f. If the Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Bidder.
- g. If the Bidder duly performs and completes the contract in all respects, the Buyer shall refund the Performance Security to the Bidder within 30 days of completing all contractual obligations by the Bidder.
- h. All incidental charges, whatsoever, such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder and the buyer shall pay no interest on the PBG

5 Preparation and Submission of Proposal

5.1 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP.

5.2 Format and Signing of Proposal

- a) The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- b) The Bidders need to submit the hard copy of the proposal for technical and financial evaluation with supporting documents. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”).
- c) A copy of the Power of Attorney in the form specified in Annexure shall accompany the Proposal.
- d) Bidders should note the Bid Submission Date/ Proposal Due Date, as specified in Tender Schedule, for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only based on Documents received by the closing time of Bid submission Date. Bidders will ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted, will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions.

5.3 Technical Envelope No.1

- a) The Bidder shall submit all the documents as per formats provided in the RFP document. While submitting the Technical Proposal, the Bidder shall ensure that:
 - i. All forms are submitted in the prescribed formats and signed by the prescribed signatories.
 - ii. Power of Attorney, if applicable, is executed as per Applicable Laws;
 - iii. Proposed approach and methodology is provided in the Technical Proposal.
- b) Bidders must include checklist as per RFP (refer Annexure) as the first page in the technical proposal.
- c) Failure to comply with the requirements spelt out shall make the Proposal liable to be rejected.
- d) If an individual resource makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Services to the Bidder may also be liable to cancellation in such an event.
- e) The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- f) The Authority reserves the right to verify all statements, information, and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- g) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the either by issue of the LOI or entering into of

the Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Bidder or , as the case may be.

- h) In such an event, the Authority may claim as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost, and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

5.4 Financial Envelope No.2

- a) The Bidder MUST submit the financial proposal as per format provided in the RFP document. The Bidder shall indicate the total cost of the project in Format of Financial Bid in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail.
- b) While submitting the Financial Proposal, the Bidder shall ensure the following:
 - i. Adherence to the format specified in the RFP.
 - ii. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the resource (Expatriate and Resident, in the field, office etc.), accommodation, airfare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - iii. The Financial Proposal shall consider all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
 - iv. Costs (including break down of costs) shall be expressed in INR.
 - v. The bidder must note that department reserves the right to reduce or add resources to the existing list. Department would notify the bidder one-month in advance to enable the bidder to deploy or withdraw resources.

5.5 Submission of Proposal

- a) The Bidders shall submit the Technical and Financial Proposal as prescribed format.
- b) On the prescribed date of bid submission, Bidder need to submit all the documents in physical form as per format provided in the RFP document.
- c) The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate and only information that is directly relevant should be provided.

5.6 Proposal Due Date/ Bid Submission Date

- a) Proposal should be submitted in the manner and form of tender as detailed in this RFP.
- b) The Authority may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum.

5.7 Late Proposals submissions

- a) Only Proposals received as per tendering process will be entertained. Proposals received after the specified time mentioned in the schedule specified in data sheet will not be entertained.

5.8 Modification/ substitution/ withdrawal of Proposals

- a) No alteration /modification to the submitted Proposal shall be allowed.

- b) No Proposal shall be withdrawn by the Bidder on or after the Proposal Due Date. The withdrawal shall only be allowed as per RFP.

5.9 Miscellaneous

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Meghalaya shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - Consult with any Bidder in order to receive clarification or further information;
 - Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- d) All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- e) The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

6 Evaluation of Bid

6.1 Evaluation Process

- a. Directorate of Tourism shall evaluate the responses to the RFP and all supporting documents / documentary evidence.
- b. The decision of the Directorate of Tourism in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of discussion with the Directorate of Tourism or their representative.
- c. Directorate of Tourism may, at its discretion, ask for meetings with the Bidders to seek clarifications on their proposals or ask to submit additional documents on their proposal for completing bid evaluation process. The Bidders are required to respond within the prescribed time frame.
- d. Directorate of Tourism reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- e. Directorate of Tourism may seek inputs from their professional and technical experts in the evaluation process.
- f. Directorate of Tourism reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the evaluation process.

6.2 Pre-Qualification Criteria

Sl.	Criteria	Supporting Documents
1.	Legal Entity The Bidder shall be a firm/ company/ partnership/ LLP/ proprietorship firm/institution registered under the Indian Companies Act, 1956/2013, the partnership Act, 1932 and who have their registered offices in India All subsidiary/holding/associate/affiliates in India shall be treated as one entity.	<ul style="list-style-type: none"> • Certificate of Incorporation from Registrar of Companies (RoC) along with the entire chain of Certificate of Incorporation documents and Partnership deed (if applicable)
2.	<ol style="list-style-type: none"> a. The bidder should have an average annual turnover of INR 2 crores or more in financial years 2020-21, 2021-22 and 2022-23 as evidenced by the audited accounts of the company. b. The bidder should have an average annual turnover of at least INR 1 crores from IT or Information Technology enabled Services (ITES)/BPO/Call centre operations, during the financial years 2020-21, 2021-22 and 2022-23. 	<ol style="list-style-type: none"> 1. Audited financial statements (reflecting the turnover), Certificate from Chartered Accountant (CA) clearly specifying the annual turnover for the specified years. 2. A certificate duly certified by the statutory auditor of the bidder mentioning the average annual turnover from ITES/ BPO/ Call Centre Operation in the last financial years 2020-21, 2021-22 and 2022-23.
3.	The bidder should have an Average Positive net worth in financial years 2020-21, 2021-22 and 2022-23	Net worth certificate issued by Chartered Accountant.
4.	Bidder's Experience (Min contract value of Rs.30 Lakh) The Bidder must have experience of 2 completed projects (minimum 10- Seater Call Center/ Helpline operations in a single project) for minimum duration of 6 months in last 5 years for Central Govt./ any State Government/PSU in India and at least 1 project (minimum 10- Seater Call Center/ Helpline operations in a single project) in Meghalaya , having ANY ONE of the following components: <ul style="list-style-type: none"> • Management of Government schemes/ Emergency/ non-emergency Helplines • SI for setting up of Call Centre/Helpline operation including Interaction Management Application Solution Provider, delivering IVRs, Dialer, CRM solution. • Projects involving state level grievance redressal pertaining to public/G2C services with Central/state in India 	<ol style="list-style-type: none"> 1. Purchase Orders /Work Order along with project details as per the format at Annexure-V and; 2. Client Certificate for successful execution/ completion of the project

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Sl.	Criteria	Supporting Documents
5.	The Bidder should not have been blacklisted or Barred or any such cases pending for blacklisting / debarment in any court of law by any State Government, Central Government or any other Public Sector Undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.	Self-declaration by the Bidder as per RFP Format at Annexure IX over notarized stamp paper
6.	The bidder should be registered with the Good and Service Tax Network and carry a valid PAN from the Income Tax Department, Government of India	Valid GST Certificate and PAN
7.	Should have submitted EMD of INR 5,00,000 (INR Five Lakhs Only) as bid security	a) Submission of physical copy of EMD before due date
8.	Authorization details of the person(s) signing the bid document	Power of Attorney OR Certified copy of Board Resolution
9.	The Bidder should possess below certifications which are valid as on bid submission date: <input type="checkbox"/> ISO 9001:2008 / ISO 9001:2015 for Quality Management System	Copies of valid certificates as on bid submission date

6.3 Technical Evaluation Criteria

#	Description	Maximum Marks
1	<p>Experience of Similar projects</p> <p>The Bidder must have experience of 2 completed projects (minimum 10-Seater Call Center/Helpline operations in a single project) for minimum duration of 6 months in last 5 years for Central Govt./ any State Government/PSU in India and at least 1 project (minimum 10-Seater Call Center /Helpline operations in a single project) in Meghalaya, having ANY ONE of the following components:</p> <ul style="list-style-type: none"> • Management of Government schemes/ Emergency/ non- emergency Helplines • SI for setting up of Call Centre/Helpline operation including Interaction Management Application Solution Provider, delivering IVRs, Dialer, CRM solution. • Projects involving state level grievance redressal pertaining to public/G2C services with Central/state in India <ul style="list-style-type: none"> ➤ 2 projects (including 1 project in Meghalaya) – 5 Marks ➤ 3 Project (including 1 project in Meghalaya) – 15 Marks ➤ 4 Projects of more (including 1 project in Meghalaya) – 20 Marks ➤ 5 Projects or more (including 1 project in Meghalaya) – 25 Marks <p>Any more similar project(s) in Meghalaya state – Additional 5 marks</p> <p>Supporting documents Purchase Orders / Work Order and completion certificate/ proof of completion along with project details as per the format at Annexure-V</p>	30
2	<p>Bidder's Experience in Tourism department</p> <p>The Bidder's presence in tourism sector since last 5 years and experience of working with tourism department/ autonomous body in tourism sector in last 5 years for Central Govt./ any State Government in India.</p> <p>Supporting documents Purchase Orders / Work Order/ relevant proofs to be provided</p>	10
3	<p>Average Annual turnover during the last 3 financial years ending 31st March, 2020-21, 2021-22 and 2022-23</p> <ul style="list-style-type: none"> ➤ INR 2.0 - 4.0 Crore – 5 marks ➤ INR > 4.0 - 6.0 Crore – 10 marks ➤ INR > 6.0 Crore – 20 marks 	20
4	<p>CVs of Required Manpower</p> <ul style="list-style-type: none"> ➤ Project Manager: - 3 marks Graduation in any discipline - Minimum 8 Years of experience in call centre management, Should be fluent in any of the local language - Khasi, Garo or Pnar besides English ➤ Call Centre Executives (atleast 4 Profiles): - 1 marks for each upto maximum of 7 marks Graduation in any discipline- Min 2 years relevant Experience. Should be fluent in any regional languages – Khasi, Garo, Pnar, Hindi and Assamese besides English <p>Highest marks for personnel having worked on maximum number of projects as shown in the CV and CVs from other bidders will be marked proportionately</p>	10
Technical Presentation		30
5	<p>Understanding of the Assignment</p> <ul style="list-style-type: none"> ➤ Approach & Methodology of Setting up and Operations & Maintenance of all services ➤ Proposed work Plan based on Innovative services, Integrations, and Interoperability of the system with external and internal components/ systems <p>Bidders vision for call center solutions and Project Plan for the proposed project along with together with a Project Tracker showing anticipated time schedule with milestones</p>	10
6	<p>Proposed solution design, architecture, and Software application:</p> <ul style="list-style-type: none"> ➤ Quality of proposed solution, architecture, System design, detailed specifications, and security component etc. required for the project. ➤ Quality of software application. 	10

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	Call center design and operationalization Procedure - Innovative features specified for Effective and efficient callcenter	
7	Live Demo of any Client Implementation	10
Grand Total Marks		100

6.4 Technical bid Evaluation process

- a. Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.
- b. Tender Evaluation Committee will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, Evaluation Committee will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP
- c. Tender Evaluation Committee will evaluate the bids on QCBS (70% Technical and 30% Commercial) following the process as stated above.
- d. The minimum technical score (St) required for opening of Financial Proposals shall be 70.
- e. The selection committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in this RFP.
- f. The technical presentation should be delivered by the Bidder before the Evaluation Committee as a part of Technical evaluation process.
- g. **Proposal Presentations:** Bidders qualified in Pre-qualifications will be called to make a presentation as per the criteria defined in technical evaluation. The purpose of such presentations would be to allow the bidders to present their proposed approach to the evaluation committee and the key points in their proposals.
- h. The Technically qualified bidders shall be ranked as per score achieved by them, from the highest to the lowest Technical Score (ST)

The formula for deriving/determining Technical Score (ST) is indicated below:

$$ST = (T/TH) * 100,$$

Where, ST is the Technical Score for a particular bidder.

T is the Technical Score obtained by that particular bidder

TH is the highest total technical bid marks amongst all evaluated bids.

6.5 Financial Evaluation Criteria

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c. The client will constitute a Selection Committee to carry out the evaluation process.
- d. Conditional Financial bid shall be out-rightly rejected.
- e. The Financial bid price will be all inclusive and will include inter-alia all taxes including service tax and incidentals like travel, stationery, telephone expenses.
- f. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services ('Bid Price'). Omissions, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- g. Each Financial Proposal will be assigned a financial score (SF). The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

Where, F = amount of Financial Proposal

FM=lowest financial proposal

- h. From the time the proposals are opened to the time contract is awarded, the Firm(s) should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Firm(s) to influence the employer in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the Firm(s) proposal.

6.6 Combined and Final Evaluation of Technical and Financial bids (QCBS) (70:30)

- a. Proposals will finally be ranked according to their combined score (S) based on their technical (ST) and financial (SF) scores as follows:

$$S = ST \times 0.70 + SF \times 0.30$$

- b. The Selected Applicant shall be the first ranked Applicant (having the highest combined score).
Note: Bidder with the highest Final Composite Score (S) will be awarded the engagement.

6.7 Award Criteria

- a. The Bidder, who obtains the highest Combined Score 'S' value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (ST) will be rated as the best bid. Beyond that, Tendering Authority will decide the matter in its full discretion. The Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- b. After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may unless it consents to the extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOI, and the next highest ranking Bidder may be considered.
- c. In case of failure to sign the contract agreement with the successful bidder due to any reasons whatsoever, the Authority may call the next highest Bidder for negotiations and/or the Authority will decide the matter in its full discretion.

6.8 Signing of Contract

- a. After acknowledgement of the LOI as aforesaid by the Selected Bidder, the Selected bidder shall be required to enter into an agreement with Directorate of Tourism, within 15 days of the award of the bid or within such extended period, as may be specified by Directorate of Tourism, on the basis of the Bid Document. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.
- b. The successful bidder shall submit, a PBG (as per Annexure VII) of 5% of the contract value, on the day of signing the Contract.

6.9 Deployment and Project Initiation

- a. The selected bidder shall commence the Services at the Project site within 15 (fifteen) days of the date of the issuance of LOI or such other date as may be mutually agreed. If the bidders fail to either sign the Agreement as specified in the RFP or start the assignment as specified herein, the Authority may award to the next ranked Bidder.

7 Terms of Reference

The Meghalaya Tourism Toll-Free Helpline will be a state-run initiative of the Directorate of Tourism, a Government of Meghalaya undertaking. The Helpline aims at providing pertinent information to people wishing to visit Meghalaya. Queries fielded by the Tourism Associates will cover a broad spectrum and will originate from various parts of the country as well as abroad. The proposed toll-free helpline will be used to cater to queries ranging from –

- General & Technical Enquiries
- Itinerary Planning & Assistance
- Hotel Bookings
- Transportation Bookings
- Tour Operators/Tourist Guides
- Food
- Places of Interest
- Festivals
- Emergency Protocols
- Complaints & Grievances
- Meghalayan Age Store & Meghalaya Collectives Customer Service
- Onboarding of Service Providers
- Updates on real time condition of roads, weather in case of any natural calamity or otherwise

7.1 Objective of the RFP

To engage a qualified and experienced agency having experience in the field of setting up or providing services of Toll-Free Helpline Support. The agency shall be required to provide end to end managed services of Toll-Free Helpline Support as per the requirement.

7.2 Scope of Work

7.2.1 General

- a) It is anticipated that 150-200 calls will be attended per day. Call volume may increase or decrease on special occasions.
- b) The toll-free number will be operational 12 hours and the dedicated Call takers/operators will attend the calls from 8.00 AM to 8.00 PM in a day from Monday to Sunday each week. Callers will also have the option to interact with the Helpline via WhatsApp.
- c) All calls will be recorded and may be accessed and used for training and quality. All verbatim transcripts along with audio recording will be shared with the client whenever asked for.
- d) All the grievances registered through this toll-free number shall be managed by the selected agency.
- e) Agency has to arrange adequate resources (Call takers/operators) for attending phone calls and WhatsApp chatbot with the knowledge of different languages viz. English, Hindi, Bengali, Assamese, Khasi, Garo and Pnar.
- f) Agency has to make their own arrangements for setting up a centre (Call centre) in Shillong, Meghalaya.
- g) Agency has to make their own arrangements for taking toll free number from Tele service providers. The ownership of these toll-free number shall be with Directorate of Tourism.
- h) Bidder will keep a provision to increase and decrease seats in each shift and timings of shift as per requirement of the Department. Department would have the right to vary quantities i.e., number of seats and shift or both in the Call centre, at the time of award of the contract and

subsequently at any time during the contract period.

- i) Queries received from the tourist will be as far as possible replied by the authorized person instantly. Complaints/grievances which could not be responded by the call centre officials instantly will be transmitted to concerned authority at the Directorate of Tourism. The response shall be directly given by the authority at the State level.
- j) A Unique Number has to be allotted to each complaint received at the Call centre by whatever means for future response.
- k) Agency has to make arrangements for line transfer (when the receivers/Call takers are busy) for auto recording mode or diversion to a pre-defined number.
- l) Agency has to make proper back up arrangements during the off timing.
- m) The remuneration of operators engaged for the providing support shall be put up as a part of the Manpower cost in Financial Proposal.
- n) All the logistic and manpower has to be arranged by the bidder only.
- o) In addition to above, the agency has to provide a robust and dependable technical backbone, along with trained and dedicated manpower. Well oriented and trained call taker should receive the calls, record the call details and provide the response also instantaneously along with raising a ticket by web software. The Call takers who receive the calls will have to be conversant with the subject and also be courteous and patient and must endeavor to satisfy the callers.
- p) The proposed system should have a capacity of handling multiple calls during peak time per day. The optimum capacity of the proposed solution/ Call Centre to handle calls during peak hour should be clearly indicated by the interested bidder. The call centre should have all the latest features like call routing as per the skills, call recording for future and quality monitoring, call barging, Automatic Call Distributor (ACD) with dynamic queuing. IVR with intelligent routing, integration with database, call back scheduling, rule-based dialing etc.
- q) The calls received should be properly stored, for retrieval in future and for performance audit. A knowledge management system should be developed to facilitate the call agents who receive the calls to access the knowledge system easily and provide appropriate responses to the callers. This is required to improve the quality and promptness of responses to the callers.
- r) Calls received will have to be entered (data punched) into MIS cum Ticket Management System.
- s) The weekly reports of the MIS system will have to be submitted to Directorate of Tourism via email in the mutually agreed format. However, as and when demanded by Directorate of Tourism a backup of the MIS has to be provided as database dump (.sql or .csv) file format along with script documents including a handholding in understanding of the same to Directorate of Tourism or its nominated representative.
- t) Outbound calls will have to be made to caller whose queries have not been resolved on an incoming call because of the unavailability of the ready information and /or inability to provide complete information to the caller. Department may also ask the Agency to arrange a call back to all the callers who call and leave their contact details on the IVR. Outbound calls can also be made to the beneficiaries based on their contact details available or provided by Department as per the requirement of the project.

7.2.2 Facilities/ Equipment Requirement

- i. The bidder will be responsible for procurement of all technical hardware infrastructure comprises of Desktops, Servers (Cloud), Switch/PBX (where necessary), Network Security

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- sub-system, ACD, Call Logger, reporting system etc. of sufficient capacity. Bidder should note that Cloud will be used as data storage and software, including the use of cloud based model.
- ii. All infrastructure elements for providing call centre services such as – Cloud services, Requisite Licenses, telecom services, Internet connection, switches, call centre CRM Software, CRM Database server, software, LAN, headset, PCs, etc. for operationalizing of the Helpline shall be provided by the bidder.
 - iii. The system will have provision to attend, record and process a call/ request / grievance as and when received. The response of the concerned authority is expected within a predefined time frame based on the nature of the call/ grievance.
 - iv. Reports will be generated on a need basis from the Call details thus stored. The bidders are required to execute the project on a service-based solution, which includes the placement/ implementation of appropriate Hardware, System Software and MIS Software and maintenance supporting all the potential users of the system.
 - v. The bidder needs to ensure that the Call Centre and associated MIS maintain the highest update possible near to real- time. Towards this end, it is expected that the bidders will incorporate fault- tolerance into their ICT and RDBMS setup.
 - vi. Data security will also be the responsibility of the selected bidder.
 - vii. Some of the facilities/ equipment which must be provided in the Call Centre are as follows:
 - a) Desktop PCs/Laptops for each seat
 - b) Cloud based Telephony system
 - c) Cloud services for compute and storage to save the captured data
 - d) Local Area Network
 - e) Router/Switches as per requirement
 - f) Firewall
 - g) Cloud based CRM
 - h) Cloud based voice recording solution
 - i) Appropriate no. of incoming and outgoing telephone/PRI/SIP lines
 - j) Internet Leased Line
 - k) Required no. of Soft phone license
 - l) Conferencing Facility on Telephone sets
 - m) Good Quality Head phones for each agent
 - n) IVRS system
 - o) Automatic Call Distributor (ACD) with dynamic queuing
 - p) Cloud hosted PBX
 - q) MIS reporting and Dashboard
 - r) WhatsApp Chatbot

Sl.	Call Centre Solution Component	Key Features
1	Customer Relationship Management (CRM) solution	<ul style="list-style-type: none"> Public grievance logging and tracking solution The customised CRM should be a web based solution with seamless integration to the other tools such as IVRS, CTI, WhatsApp, SMS gateway, Social Media etc It should have mechanism to integrate for fetching data for validation and pushing back the validated data Call management of service sets for both incoming and outgoing calls Call back scheduling to ensure maximum coverage on call-out services Integration of CRM with voice /call logger Call back scheduling to ensure maximum coverage on call-out services Conferencing and live-chat facility for the team Content management / knowledge repository (i.e. both standard and temporary question bank) with a robust search engine

Sl.	Call Centre Solution Component	Key Features
2	Interactive Voice Response (IVR) Menu System	<ul style="list-style-type: none"> Receive all inbound calls on the telephone number specified by the programme division and prompt the callers to make their selection(s) Identify the caller through Caller Line Identification (CLI) and support intelligent call routing based on past record or region. Update the IVRS usage details as the beneficiary traverses through the IVRS and reaches the agent Programmes wise Interactive Voice Response (IVR) Menu
3	Automatic Call Distribution (ACD)	<ul style="list-style-type: none"> Manages incoming calls and handles them based on the number called and an associated database of handling instructions. Validate callers, make outgoing calls, forward calls to the right agent, allow call centre to record messages, gather usage statistics, balance the use of phone lines, etc. Provide integration with IVRS menu system to intelligently route calls Provide configurable system for whitelisting/blacklisting users Automated dialing modes with algorithm based dialing, progressive dialing, rule-based dialing, least cost routing, etc. to ensure maximum connects and minimum idle time Queue optimization, allowing the caller the option to be called back Abandoned call recovery, to determine the contact number of a missed / abandoned call
4	Voice Logger	<ul style="list-style-type: none"> 100% automatic call recording Optimal Compression Techniques should be used Logger should support multiple format support (mp3, wav etc.) Recording should be sharable amongst SI personnel and Department through email, bulk transfer for supervisory requirements Ability to search through call details to locate specific calls as well as matching records
5	Computer Telephone Integration (CTI)	<ul style="list-style-type: none"> Should be able to integrate with call centre solution Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc. Support relevant screen pop-ups based on CLI, ANI (Automatic Number Identification), DNIS (Dialed Number Identification Sequence) The CTI shall seamlessly integrate with the application to take control of the call flow inside the Switch / EPABX and decide the most suitable action / agent for an incoming call
6	WhatsApp Chat bot	<ul style="list-style-type: none"> It will be used for interacting with the citizen / user and storing data collected from the interaction for further processing. The Chatbot solution shall be implemented with bilingual support i.e. in English & Hindi. The messaging framework must be capable of sending messages in media formats like images, pdf, documents, audio, video, gif, emoji, stickers etc. allowed by WhatsApp and the file size limit should not be less than the defined permissible limit by WhatsApp. The hosting on cloud environment adhering to all the guidelines regarding Cloud hosting as issued by GoI / Government of Meghalaya / MeitY from time to time. The Service Provider shall provide an undertaking for the same.

7.2.3 Manpower Requirement

- i. The toll-free number will be operational 12 hours and the dedicated Call takers/operators will attend the calls from 8.00 AM to 8.00 PM in a day from Monday to Sunday each week. Callers will also have the option to interact with the Helpline via WhatsApp.
- ii. All calls will be recorded and may be accessed and used for training and quality. All audio recording will be shared with the client whenever asked for.
- iii. Agency has to arrange adequate resources (Call takers/operators) for attending phone calls and WhatsApp chatbot with the knowledge of different languages viz. English, Hindi, Bengali, Assamese, Khasi, Garo and Pnar.
- iv. Bidder will be required to recruit and deploy resources including Call takers, Quality auditors, Floor managers, Supervisors, data analyst etc. as per requirement.

- v. The Call takers shall have excellent knowledge of various dialects of the languages as per scope and communication skills so that the Call takers is able to communicate and understand the queries easily. In addition, the Call takers should also have good knowledge of English Language so that he/ she is able to record the queries and other necessary details.
- vi. Directorate of Tourism have the right to evaluate the Call Centre Agents appointed by the Service Provider/ Agency/ Bidder at any stage and can reject them in case they are not found suitable. Under such circumstances, the Service Provider shall replace the Call Centre Agents within one month.
- vii. If the replacement manpower is asked by the authority or department for reasons related to incompetency, indiscipline behavior, legal issues, etc., the Agency shall provide replacement manpower against the position/ skill set to the authority within 2 week of notice, beyond which the condition shall be considered as default.
- viii. Also, Directorate of Tourism shall have right to increase or decrease the number of seats depending on the response received over a period, with one months' notice.
- ix. The deployed resources should be adequately trained in handling citizen queries by making SOP modules, training guide, question bank etc.
- x. The agency will be required to deploy required numbers of call takers along with supervisors, QA etc. in each shift to manage 12 hours shift and the dedicated operators will attend the calls from 8.00 AM to 8.00 PM in a day from Monday to Sunday each week. The manpower deployed to receive and make calls at the call centre should have the following skill sets and qualities:
 - a. Good Communication Skills
 - b. Excellent command over the languages provided in the scope.
 - c. Problem solving skills.
 - d. Typing speed of at least 30 words per minute (English)
 - e. Minimum Educational Qualification should be a graduate.
 - f. List of candidates from Tourism background will be given additional weightage.
 - g. The Supervisors should have a better understanding of the entire operation and information dissemination, experience in people management and good communication skills.
 - h. Capable of handling different situations and be able to handle the query/ issues arising during the calls to the satisfaction of the callers.
- xi. The monthly payment of Bidder shall also depend on the attendance of the manpower deployed premises against the seat at the call Centre premises. The Bidder shall provide the attendance report to Authority / Department post approval of attendance from reporting authority of the said premises.
- xii. The absence of the manpower deployed without advance notice along with consent of the reporting authority and Department by Bidder and, also failed to provide the substitute manpower if asked by the reporting authority for the said period as part of business continuity, shall be considered as default.

7.2.4 Agency Obligations in terms of Manpower

- i. In case of any replacement of resource or resource leaving, it should be the responsibility of Agency to collect all such belongings of the project/Authority such as IT asset, ID card, any project document etc. to be handed over to Authority.
- ii. Agency shall be responsible to ensure compliance to all statutory obligations in respect of the human resource engaged or deployed by them under the contract (including payment of minimum wages, ESIC Contribution, PF etc.). Agency shall manage, in case of any upward/downward changes in the minimum wages and its cascading impact on other statutory compliances like PF, ESI, etc. during the contract period. This should comply to all statutory obligations.
- iii. Agency shall comply with all applicable State Law, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, and Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance

- iv. Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. Agency shall also give to the local Governing Body, Police, and other relevant Authorities all such notices as may be required by the Law. Agency to adhere State wages as per payment of bonus act 1965.
- v. Authority reserves the right to change the human resource which shall be communicated to the Agency. Agency with the prior approval of Authority may make additions to the project team.

7.2.5 Services to be provided

The proposed toll-free helpline will be used to cater to queries ranging from –

- i. **General & Technical Enquiries**
 - Itinerary Planning & Assistance
 - Hotel Bookings
 - Transportation Bookings
 - Tour Operators/Tourist Guides
 - Food
 - Places of Interest
 - Festivals
 - Emergency Protocols
 - Complaints & Grievances
 - Meghalayan Age Store & Meghalaya Collectives Customer Service
 - Onboarding of Service Providers
- ii. **Updates on real time condition of roads, weather in case of any natural calamity or otherwise**

7.2.6 Support from the Authority:

- i. The authority will facilitate in obtaining of any necessary governmental and/or regulatory approvals for successful delivery of the scope of the works and services.
- ii. Any approvals sought by the agency in the course of its services shall not be unreasonably withheld or delayed, and any grant or rejection of such request for approval shall be communicated in writing forthwith to the agency with reasons thereof.

7.2.7 Data Management & Security

- i. The Bidder should ensure adequate backup (fail over) as part of business continuity plan, to be submitted to Department.
- ii. Data Security & associated regulatory compliance for handling the data, shall be done by Bidder. The related audit process shall be in accordance with prevailing Govt. guidelines for which Bidder shall submit a self-certified report with supporting document in this regard.
- iii. 2 Tier Client Server Architecture i.e., Bidder shall provide workstations to be connected to cloud servers where CRM will be hosted. All Cloud Services must be procured from MeitY empaneled Cloud Service Provider only.
- iv. All the call recording and logs will be maintained by the Agency for 6 months for monitoring and assessment purpose. These recordings and logs will be provided by the Bidder to Department in a portable usb based HDD (Hard Disk Drive).
- v. The Bidder shall provide preventive supports such as: Schedule preventive maintenance of equipment, Virus scans and Anti-virus updates, Regular Backups (Onsite and Offsite backup planning), Security policy creation & monitoring (Local Network Security, Application-Level Security, OS Level Security, Physical Security)

- vi. Install safety mechanisms to prevent unauthorized access and manipulation of the technical systems and data. Bidder shall also take technical and organizational measures to ensure that these fulfil the currently valid standards for the size of the call centre.
- vii. Information Security - The Bidder shall not carry and/ or transmit any written material, information, layouts, diagrams, storage media (hard disk/ tapes) or any other goods/ materials in physical or electronic form, out of premise without prior consent from the Government of Meghalaya.
- viii. Bidder shall, upon termination of the Contract for any reason, or upon demand by Government of Meghalaya, return any and all information provided to Agency by Department or obtained from the Citizens, including any copies or reproductions, both hardcopy and electronic. The Bidder architecture shall abide by the security policy of Government of Meghalaya.

8 Project Milestones, Timelines and Deliverables

Project timelines and deliverables are provided below. Agency needs to adhere to these timelines throughout the contract period.

Note: Deliverable services agreed to be delivered by the Agency in pursuance of the agreement as defined more elaborately in the RFP.

Sl.	Module/ Activity	Milestone	Timeline (In days /month)	Deliverable/ Documents
1	LoI Issuance by client		T	Acknowledgement letter
2	Contract signing	Letter of Signing of contract and submission of PBG	T + 15 Days	Submission of PBG
3	Finalization of the call centre office space	Office Space	T + 15 Days	Intimation to the Authority
4	Inception Report	Project Inception Report	T + 15	BOM for IT & Physical Infrastructure
5	Manpower deployment	Hiring of all call centre resources	T + 30 Days	Offer Letters to the selected manpower
		Training of all call centre resources	T + 40 Days	
6	Procurement and commissioning of Cloud services and related IT Infrastructure		T + 40 Days	
7	Setup of Call centre office space	Complete Infrastructure readiness	T + 40 Days	Completion certificate
8	Demo-run	Full Deployment of resources Testing and process improvement	T + 50	Live Application
9	Go-Live	Project Go-Live	T + 60 Days	Go-Live Compliance and completion certificate
10	Operation and Maintenance	Operation and Maintenance	T + 24 Months (throughout the contract period from setting up of the facility)	Periodic reports, SLA reports

9 Service Level Agreement

9.1 Definitions

For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:

- a. **“Available person-days”** would be as per the working days as defined.
- b. **“Availability”** means availability of the services of that component or application.
- c. **“Average Speed to Answer”** is an average amount of time to respond to the call. This includes the amount of time caller waits in a waiting queue.
- d. **“Average Handle Time”** – refers to the time taken to manage a call. AHT shall be calculated as the sum of average talk time, hold time and time taken for submission of an event to auto dispatch.
- e. **“Downtime”** – Time period for which the specified services/ components/ outcomes are not available in the concerned period which would exclude downtime owing to Force Majeure, scheduled maintenance time (approved by Authority) and reasons beyond control of the agency.
- f. **“Incident”** – Any event/ abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.
- g. **“Ticket Resolution time”** - means time taken by the Helpdesk to resolve (diagnosing, troubleshooting, and fixing) a service request for any incident.
- h. **“Ticket Closure time”**- This includes the ticket resolution time and approval time taken by department post resolution of ticket. If it is identified that issue is not resolved then “Ticket resolution Time” will be addition of Ticket closure time and actual ticket resolution time for SLA computation.
- i. **“Scheduled Maintenance Time”** – Time period for which the specified services/ Application is not available due to scheduled maintenance activity pre-approved by Authority.
- j. **“Service Request”** - Request from a user for reporting incident or to seek support, delivery, information, advice or documentation.
- K. **“Uptime”** – Time period for which the specified services/ outcomes are available in the period being considered for evaluation of SLA.

9.2 Liquidated Damages

- a. Time is the essence of the project and the delivery dates are binding on the Agency. In the event of delay or any gross negligence in implementation of the project for causes solely attributable to the Agency, in achieving the milestones, the Authority shall be entitled to recover from the Agency as liquidated damages. Delays that are not attributed to Agency shall not be considered for the penalty.
- b. The liquidated damages subject to a maximum of 10% of the Contract Value.
- c. If the cumulative liquidated damages go beyond 10% of the Contract value, the Authority reserves the right to take appropriate action including termination.
- d. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Authority under the Contract and law.
- e. The applicable Liquidated damages will be recovered by deduction of the same value from first or any invoice of CAPEX/OPEX as defined in payment terms of this RFP or from any money belonging to the Agency in its hands (which includes the Authority right to claim such amount against the Agency’s Performance Bank Guarantee). Any such recovery or liquidated damages shall not in any way relieve the Agency from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.

f. Liquidated damages shall be calculated as below:

#	Activity	Target	Measurement Interval	Liquidated Damages
1.	Deployment of the resources/Call takers	Deployment of the resources	Weekly after target date of completion of activity	0.15% of the total component value, per resource for the delay of each completed week beyond the targeted timeline
2.	Completion of Setup of Call centre office space	Completion of Setup of Call centre office space	Weekly after target date of completion of milestone	0.25% of the contract value for the delay of each completed week beyond the targeted timeline.
3.	Completion of GO-Live	Completion of GO-Live	Weekly after target date of completion of milestone	0.25% of the contract value for the delay of each completed week beyond the targeted timeline.

9.3 Performance Service Levels

#	Measurement	Definition	Measurement Interval	Target	Applicable Penalty
1	Average Speed to Answer (ASA)	ASA to be reviewed on a monthly basis. System generated reports to be considered to review the ASA	Monthly	>=98% of the calls to be attended within 5 seconds	NIL
				<98% of the calls to be attended within 5 seconds	(98 % - Achieved service level%) * 0.05 x monthly manpower cost
02	Agent occupancy rate	The SLA will be monitored based on the time that the Call centre Agents spend on actual calling. The unit of measurement for this metric is average time in minutes spent by all Call centre Agents per hour speaking on calls.	Monthly	<=40 minutes per hour	NIL
				>40 minutes per hour	(Actual occupancy – 40) * 0.15 x monthly manpower cost
03	Call Quality Analysis	SLA will be measured based on the average quality score provided by Quality Team Lead / Internal Call Quality Auditor / Floor Manager on the live / recorded calls made by Call centre Agents.	Monthly	>=85% score for all audited calls	NIL
				<85%	(85% - Actual score) * 0.01 x total monthly manpower cost
04	Time bound call back for disconnected calls	If any call is disconnected while the Call taker is answering before the completion of event process, a dedicated Outbound desk shall call back within 10 Minutes of the disconnection.	Monthly	>=90% call back within 10 Minutes	NIL
				<90 %	(90% - Actual score) * 0.001 x total monthly manpower cost
05	Application/ Services Uptime	Service / Application Uptime: Service / Application uptime (% of time for which the services was available during the operational hours excluding	Monthly	>=98.5%	NIL
				<98.5 %	(98.5% - Actual availability) * 0.01 x total cost for the Application/Services

#	Measurement	Definition	Measurement Interval	Target	Applicable Penalty
		scheduled maintenance agreed, if any). It will be total cumulative uptime of application and calculated as 'Total uptime of Service/application in minutes ÷ Total minutes of operations in a month.'			

Note:

1. Scheduled maintenance time will be excluded from the computation.
2. Scheduled maintenance time shall not exceed 4 hours in a calendar month.
3. Planned maintenance shall be scheduled between 10 pm and 2 am IST on the intervening night of second Saturday and Sunday
4. Scheduled maintenance period(s) shall be planned and published for three months at a time and in the event of any changes to this plan, the same shall be notified at least 3 days in advance of the schedule.
5. Project shall operate on the timings as decided by the Department.
6. Department may relax the SLAs based on the requirement of the project.
7. For user management, activities shall be carried out only after the approval from the designated authority in writing or through the online communication mechanism viz. official e-mail, call logging software, etc.

10 Terms of Payment

- a. Bidder will have to setup and operationalize the project conforming to the scope mentioned in the RFP. After the Go-Live of the project, Bidder shall be paid based on the actual utilization on monthly basis. Additional cost, if desired by Department and other operational expenses as mentioned in the RFP for implementation of other requirements of Department, shall be paid additionally based on the rates quoted by the Bidder in the financial bid.

Sl.	Phase	Payment Milestones	Payable Amount
1	Capital expenditure (Capex)	On Operational Acceptance	Payment based on the financial quotes provided by the Bidder (i.e., Physical, IT Infrastructure cost as the case may be) less penalties (if any)
2	Operational expenses (OPEX)	Periodic payment for operation and management after Operational Acceptance till the entire duration of the project	Monthly invoice raised based on the approved number of deployed operational resources in various shifts as approved in writing with the Department and application/services maintenance cost less penalties and deductions (if any)

- b. Applicable SLA deductions and other penalties for the monthly shall be deducted from the respective invoices raised by the Bidder.
- c. All taxes, duties etc. shall be payable by the Bidder. However, in case of change or revision of service tax or its equivalent in any new tax structure, the payment will be made as applicable. The documentary evidence for payment of applicable tax structure will be submitted by the Agency.
- d. The Mandatory taxes / duties etc. as applicable shall be deducted by Department.
- e. The monthly payment of Bidder shall also depend on the attendance of the manpower against the seat deployed at the call Centre premises. The Bidder shall provide the attendance report to Authority / Department post approval of attendance from reporting authority of the said premises.
- f. Bidder will be paid additionally for deployment of additional resource if desired by Department and deployment duly approved by Department in writing as per the rates mentioned in the financial quotes.

11 Term and extension of the contract

- a. The Contract Period for the services shall be initially for 2 Years i.e., 24 Months which include the implementation (2 Months) followed by Operation and Maintenance stage for 22 months. The Contract may be further extended up to 2 years on department discretion.
- b. The Authority shall reserve the sole right to grant any extension to the term above mentioned subject to the Buyer's obligations at law and shall notify in writing to the Agency, at least one (1) month before the expiration of the Term hereof, whether it will grant the Bidder an extension of the Term.
- c. In case of extension, Agency has to extend the validity of the existing PBG for six months more than the end date of extended contract.

12 General Terms and Conditions

12.1 Exit Management

An Exit Management plan shall be furnished by agency in writing to the Authority within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.

12.2 Sub-contracting, Outsourcing / subletting

The Agency shall not sub-contract Project work except any Civil or OEM product related Installation and Support. Agency is not allowed to sub-contract Manpower other than what is allowed in the RFP during implementation and operations of the Project.

12.3 Intellectual Property Rights

- Retention of Ownership except for the rights expressly granted to the Licensee under this Agreement, the Licensor will retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.
- Preservation of Notice Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Technology or materials provided under this Agreement, and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any Integrated Products.
- The Agency must ensure that while using any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person or Company. The Agency shall keep the Authority/Department indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the SI or the SI's Team during the course of performance of the Services. The Agency's liability is excluded regarding any claim based on any of the following (a) anything Agency provides which is incorporated into the Solution; (b) the Authority/Department modification of the solution; (c) the combination, operation, or use of the solution with other materials, if the third-party claim has been caused by the combination, operation or use of the solution
- Authority/Department shall own and have a perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, software, customization in software, reports, studies, integrations related details, data and other documents which have been newly created and developed by the Agency solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Agency undertakes to disclose all such Intellectual Property arising in performance of the Services to the Authority/Department, execute all such agreements or documents and obtain all permits

and approvals that may be necessary in regard to the Intellectual Property Rights of the Authority/Department.

- If Authority/Department desires, the Agency shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Agency, the same shall be acquired in the name of the Authority/Department, prior to termination of this Contract and which may be assigned by the Authority/Department to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Authority/Department.
- The Agency shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by Authority/Department in writing

12.4 Limitation of Liability

- Notwithstanding anything to the contrary elsewhere contained in this RFP, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, However, the foregoing shall not include any loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.
- Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the aggregate liability of bidder under the Agreement shall not exceed the amount of Professional Fees actually paid by Directorate of Tourism. Provided, that aforesaid limitation of liability shall not be applicable in respect of claims arising as a result of infringement of Intellectual Property Rights of a third party.

12.5 Data & Information Ownership

- All information processed, stored, or transmitted by Bidder for the project belongs to Department/Authority. By having the responsibility to operate the proposed call centre, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penal actions may apply for failure to protect information appropriately.
- The Bidder must agree to and sign a **non-disclosure agreement** with Authority/Department that all the information of callers as well as data will be protected using appropriate security measures. Any legal issues due to leak or disclosure of information of the caller or data will be Bidder's liability and any cost incurred for resolution of the issue will be borne by the Bidder.
- The ownership of entire data collected from the caller or collected during the validity of this contract on or behalf of Directorate of Tourism shall be owned by Directorate of Tourism. Similarly, the ownership of all telephone or toll-free number shall be with Directorate of Tourism. Directorate of Tourism reserves the right to change the tele-service provider for with one month notice period.

12.6 Number of Proposal

No Bidder shall submit more than one proposal for the work.

12.7 Right to Reject any or all Proposals

- a. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

- b. Without prejudice to the generality of RFP, the Authority reserves the right to reject any Proposal if: at any time
- Material misrepresentation is made or discovered, or
 - The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
 - The Authority reserves the right to sought clarification on any part of the Technical Proposal and bidder need to respond within 1-day time for consideration whereas authority reserves full right to accept or reject the additional information submitted.
 - Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

12.8 Force Majeure

- a. The selected bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is there suit of an event of Force Majeure.
- b. For purposes of this Clause, “Force Majeure” means an event beyond the control of the and not involving bidder’s fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of the Department in its sovereign capacity, wars or revolutions, fires, floods, pandemics, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the bidder shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser inwriting, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d. If an event of Force Majeure continues for a period of one hundred and eighty (180) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/services already delivered or performed.

12.9 Dispute Resolution

- a. In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion and whether before or after the termination, abandonment, or breach of contract) except as to any of the accepted matters, provided hereunder, the parties hereto, shall first endeavour to settle such disputes of differences amicably.
- b. If both the parties fail to reach such amicable settlement, then either party (the Purchaser or Contractor) may (within 28 days of such failure) give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are indifference or differences of which such written notice has been given, and no other shall be referred to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of Indian Arbitration and conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.
- c. The venue of arbitration shall be Shillong, Meghalaya.
- d. The arbitrator or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.

- e. Pending reference to arbitration, the parties shall make all endeavour to complete the work in all respects and all disputes, if any will finally be settled in the arbitration.
- f. Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall be at the discretion of the Arbitrator, or the umpire.
- g. The award of Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Contractor hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

13 Annexures

13.1 Annexure I - Bid Covering Letter

Bid Covering Letter
(In the letterhead of the Bidder)

To

Subject: _____
Dated _____

Ref. No. RFP. No. _____

Dear Sir,

I/We, the undersigned, have carefully examined the contents of the document including amendments/addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.

I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.

I/We understand that:

- a. this Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.
- b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected
- c. Directorate of Tourism is not bound to accept any/ all Bid (s) it will receive.

4. I/We declare that:

a) I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit

Proposals for RFP Name _____, without incurring any liability to the Bidders, in accordance with relevant clause of the RFP Document

b) We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate Directorate of Tourism of the same immediately.

c) We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.

d) We undertake that none of the hardware/software/other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.

e) I/We confirm that we have at least Five years of experience in setting up and operationalizing of Call Centre Service(s) in India as on bid due date.

f) I/We have not been declared ineligible by Directorate of Tourism, Government of Meghalaya or any other state departments, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been declared as non-performing or debarred

Request for Proposal for Providing Toll Free Helpline Services for Meghalaya Tourism

by Directorate of Tourism, Government of Meghalaya or any other state departments, Government of India

g) I/We haven't been blacklisted by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body and there has been no litigation with any Government Department/ PSU/ Autonomous body on account of similar services.

5. I/We declare that our bid is valid for 180 days.

Signature

Name

Designation/ Title of the Authorized Signatory.....

13.2 Annexure II - Format for submitting Technical Bid

Annexure II

Format for submitting Technical Bid

(No financials to be mentioned in this)

Sl.	Particulars	Details
1.	Basic:	
	a) Firm's Name	
	b) Date of Incorporation (documentary proof to be included)	
	c) Corporate Office Address	
	Contact Person	
	Phone No.(landline/Mobile)	
	Fax No.	
	Email address :	
	Contact person:	
2.	Turnover:	
	Turnover for last 3 years (In lakhs)	
	2020-21	
	2021-22	
	2022-23	
	Average:	
	Turnover from IT or Information Technology enabled Services (ITES)/BPO/call centre operations, for last 3 years (In lakhs)	
	2020-21:	
	2021-22:	
	2022-23:	
	Average	
	(documentary proof – certificate from Statutory Auditor/registered Chartered Accountant to be enclosed)	
3	Net worth in financial years	
	2020-21	
	2021-22	
	2022 -23	
	Average net worth:	
	(Documentary proof - Net worth certificate issued by Chartered Accountant to be enclosed)	

13.3 Annexure III - Power of Attorney/Letter of Authorization

Annexure III

Power of Attorney/Letter of Authorization

(to be executed on stamp paper of appropriate value)

Know all men by these presents, we, M/s (name of Firm/ Company and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./ Ms..... 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 "Authorized Signatory or 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 quotation for empanelment as the agency for [Project name] , proposed by Directorate of Tourism including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to Directorate of Tourism, representing us in all matters before Directorate of Tourism, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with Directorate of Tourism in all matters in connection with or relating to or arising out of our proposal for the said assignment and/or upon award thereof to us. AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or 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 Authorized Representative 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 PURSUANT TO THE RESOLUTION DATED OF THE BOARD OF DIRECTORS IN THAT BEHALF CAUSED ITS COMMON SEAL, EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 2020

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

1. 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.
2. 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.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued

13.4 Annexure IV – Approach and Methodology, Technical Presentation

A Brief technical presentation by the bidder on Project Scope, understanding of the project, technologies proposed covering the following and other issues related to project. The technical presentation should cover the following at the minimum:

The proposal should have information specific to the Project.

1. Propose how availability, performance rates for the system will be measured and maintained.
2. Technology model or Proposed solution, architecture, System design, detailed specifications, and security component etc. required for the project
3. Project Implementation Approach and Methodology
4. Validation & Quality Check of the Services
5. Issues and Risks in the implementation of the Project.
6. Details of Hardware, System software, toll free number, network bandwidth and other tools required to implement the proposed solution.
7. Team Proposed for the project.
8. Proposed work Plan based on Innovative services, Integrations, and Interoperability of the system with external and internal components/ systems.
9. Bidders vision for call center solutions and Project Plan for the proposed project along with together with a Project Tracker showing anticipated time schedule with milestones
10. Call center design and operationalization Procedure - Innovative features specified for Effective and efficient call center
11. Exit Management Plan
12. Project Management Plan including
 - Team deployment.
 - Implementation Methodology and Plan to include.
 - Quality and Security Assurance Plan
 - Security Methodology and Plan.
 - Training Plan
 - Hand holding, Operations and Maintenance Plan
 - Licensing details of software with details of maintenance arrangements with OEM

13. Live Demo of any Client Implementation

13.5 Annexure V - Project Credential Format

Self-Certificate - Format for Project Citation by the Bidder

Bidder is required to furnish the credentials in the following format for both Pre-qualification and Technical criterion (separate annexure for each project). All credentials should be followed by relevant documentary proof.

The details of projects executed by the Bidder:

Sl.	Caption	Details
1	Name of the project	
2	Location of the project	
3	Name of the Client with address	
4	Year of undertaking the project	
5	Brief description of the project	
6	Scope of Work/Services provided by the agency – highlighting relevant scope of work such as Inbound Call Centre, Number of seats, Other BPO activity/Outbound Call Centre, User's Assistance Related Inbound Calls Centre, related Inbound Call Centre, Number of Seats etc.	
7	Project Start date	
8	Project Duration	
9	Project Completion date	
10	Contract Value in INR	
11	Name of the Client's Contact person with phone Number	

Note - If the project is ongoing, bidder must clearly specify, the stages/phases/milestones (Copies of Work orders/Contract Agreement and completion certificate to be attached along with)

Signature & Seal:

Name:

Designation:

Name and Seal of the Bidder

13.6 Annexure VI - Financial Format

A (CAPEX - IT Infrastructure and Physical Infrastructure (One time cost))

CAPEX - IT Infrastructure (One time cost)						
Sl.	Item Description	Specifications	Minimum quantity	Unit cost in Rs.	Total Cost in Rs. excl. taxes	Total Cost in Rs. incl. taxes
1	Router	<ul style="list-style-type: none"> • 6 x 10/100/1000 Gigabit Ethernet Ports • 1 GB RAM • 256 MB internal Flash • should support IPv4 and IPv6 routing • should have console port - both RJ45 and USB options • Layer 2 and Layer 3 VPN 	As per requirement			
2	Nex-Gen Firewall	<ul style="list-style-type: none"> • Layer 3 - Layer 4, NAT, VPN, Application Visibility and Control (AVC), User Identity, Next Generation Intrusion Prevention System (IPS), Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering 	1			
3	Switches	<ul style="list-style-type: none"> • 24X10/100/1000 Base T ports and should have support for at least one uplink Ethernet port • supporting 10/100/1000Base-T or 1Gbps SFP 	As per requirement			
4	Desktop PCs/Laptops with antivirus and soft phones		13			
5	LAN connectivity in premises		As per requirement			
6	Cloud hosted PBX		As per requirement			
7	UPS (minimum 5 hours backup for entire IT infrastructure)		As per requirement			
8	Cloud based Compute and Storage		As per requirement			
9	CCTV (with 1 month storage)		1			
10	Others		1			
CAPEX - Physical Infrastructure (One time cost)						
11	Design & fabrication, furniture, electrical & LAN cabling, lighting & fittings, or any other related item including labour etc.					
12	Workstations for Call takers		13			
Total					Rs.	Rs.

Note:

** The list of items is tentative. This may undergo modification during actual implementation. Bidder may be asked to include or exclude items not in the list. The payment will be made on actual.

B (OPEX - Operations & Maintenance cost - Monthly)

OPEX - Operations & Maintenance cost - Monthly						
Sl.	Item Description	Minimum quantity (a)	Unit cost / month in Rs. (b)	Cost / month in Rs. (c = a X b)	Total Cost in Rs. excl. taxes (d = c X 22)	Total Cost in Rs. incl. taxes
1	Monthly operational cost for Cloud services, software Licenses and other IT equipment (if any)					
2	Monthly Manpower cost per seat including (Internal Call Quality Auditor, Floor Manager, Call taker)	10				
3	ILL - Service 50 Mbps or more					
4	Office Space rent, including electricity, telephone, facility management etc.					
5	Others (if any)					
Total					Rs.	Rs.

C (Capex + OPEX)

Total Cost (CAPEX + OPEX)				
1	2	3	4	5
Sl.	Item Description	Total Cost in Rs. excl tax	Taxes	Total Cost in Rs. incl. taxes
1	A. Total cost for (CAPEX - IT Infrastructure and Physical Infrastructure (One time cost))			
2	B. Total cost for (OPEX - Operations & Maintenance cost)			
Total		Rs.	Rs.	Rs.

D. Grand Total (Incl. of taxes): _____

Total Amount in Words(C5) incl. of taxes _____

Note:

- For Financial Evaluation, **D. Grand Total (incl of taxes)** will be considered.
- The rates quoted above shall be for the entire duration of the Contract Period to support Directorate of Tourism in increasing number of seats if required.
- All unit rates indicated in the schedules shall be inclusive of (not limited to supply), installation, duties, transport, packing and transit insurance charges etc.
- All other tasks pertinent to the contract even though may not have been mentioned in the bid document are assumed to have been included in the work.
- Deduction of taxes at source will be made as per applicable laws from the payments to be made to the agency.
- The charges as per tariff for toll free number shall be paid on actuals on quarterly basis.

Signature & Seal:

Name:

Designation:

13.7 Annexure VII - Performance Bank Guarantee Format

PERFORMANCE BANK GUARANTEE FORMAT

(on Non-Judicial Stamp Paper of Rs.100.00)

This Deed of Guarantee executed at _____ on this _____ day of _____ BY _____, a Banking Company constituted under _____ Office at Act having its Branch _____ (Hereinafter referred to as "Bank" which expression shall, unless repugnant to the context and meaning thereof, means and includes its successors and assigns)

IN FAVOUR OF

[Client Name, Address] (Hereinafter referred to as "Directorate of Tourism/Purchaser" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

WHEREAS

1. Directorate of Tourism/is desirous to procure Toll Free Helpline Services for Meghalaya Tourism(hereinafter referred to as "said works") and has requested _____ a _____ registered/ established/constituted under/by _____ Act having its Head Office at _____(hereinafter referred to as "Contractor" which expression shall, unless repugnant to the context and meaning thereof means and includes its successors and assigns) to submit its Bid to execute the said works.
2. The Contractor has submitted his Bid/tender to execute the said works for a total sum of Rs _____(Rupees _____ only).
3. One of the conditions of the said tender is that the Contractor shall furnish to Directorate of Tourism a Performance Bank Guarantee (PGB) for an amount of 5 % of the total value of the contract i.e. _____(Rupees only) in favour of Directorate of Tourism for the due and faithful performance of the contract in all respects as per the conditions as set forth in the Tender by the Contractor.
4. The Contractor has approached us for issuing a PGB in favour of Directorate of Tourism for an amount of (Rupees _____ only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

- 1) In consideration of the premises and at the request of the contractor. We _____ Bank both hereby irrevocably and unconditionally guarantee to pay to Directorate of Tourism, forthwith on mere demand and without any demur, as may be claimed by Directorate of Tourism to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by Directorate of Tourism by reason of failure to perform the said works as per the said contract.
- 2). Notwithstanding anything to the contrary, the decision of Directorate of Tourism as to whether computer hardware and software have failed to perform as per the contract and go whether the contractor has failed to maintain the computer hardware and software asper the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask Directorate of Tourism to establish its claim or claims under this Guarantee but shall pay the same to Directorate of Tourism forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by Directorate of Tourism on the Bank shall be conclusive and binding notwithstanding any difference/dispute between Directorate of Tourism and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

- 3). This Guarantee shall expire at the close of business hours on _____ (this date should be the date of expiry of the warranty/contract plus 180 days) without prejudice to Directorate of Tourism' claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e., (this date should be date of expiry of Guarantee. i.e. 6 months after end of warranty/contract period).
- 4). The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of Directorate of Tourism in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of Directorate of Tourism under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or Directorate of Tourism certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
- 5). In order to give full effect to the Guarantee herein contained, Directorate of Tourism shall be entitled to act as if the Bank is Directorate of Tourism principal debtors in respect of all Directorate of Tourism' claims against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 6). The Bank agrees with DIRECTORATE OF TOURISM that DIRECTORATE OF TOURISM shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by DIRECTORATE OF TOURISM against the contractor and either to enforce or for bear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of DIRECTORATE OF TOURISM or any other indulgence shown by DIRECTORATE OF TOURISM or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.
- 7). The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of DIRECTORATE OF TOURISM by any amalgamation or absorption or with the contractor, Bank or DIRECTORATE OF TOURISM, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 8). This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 9). Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.
- 10). It shall not be necessary for DIRECTORATE OF TOURISM to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which DIRECTORATE OF TOURISM may have obtained from the Contractor at the time when this guarantee is invoked is outstanding and unrealized.
- 11). Any notice by way of demand or otherwise under this guarantee may be sent by special courier, fax or registered post accompanied by the copy of the guarantee.
- 12). Notwithstanding anything contained herein:-
 - a) Our liability under this Bank Guarantee shall not exceed and is restricted to (only) Rs. _____

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b) This Guarantee shall remain in force up to _____ or up to the date extended by renewal of this guarantee.

c) Unless the demand/claim under this guarantee is served upon us in writing before _____ or on or before the expiry of six months from the validity date extended by renewal of this guarantee. All the rights of DIRECTORATE OF TOURISM under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned herein above.

13). The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this ----- day of 2024 at _____

For and on behalf of ----- Bank.

13.8 Annexure VIII - Non-Disclosure Agreement (NDA)

{The Non Disclosure Agreement needs to be signed by a person duly authorized by the Agency, on non judicial stamp paper. A copy of the authorization by the Agency (copy of Board resolution or Power of attorney) should be provided along with the Non-Disclosure Agreement}

NON-DISCLOSURE AGREEMENT

(To be signed at the time of agreement)

WHEREAS, we the undersigned Agency, _____, having our principal place of business/ registered office at _____, are desirous of providing services under the terms and conditions as stipulated under Tender No. XXX/ xxxxxxxx/nnnn/nn dated <dd-mm-yyyy> "xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx" (hereinafter called the said 'RFP') to Directorate of Tourism), having its office at, 3rd Secretariat Nokrek Building, Lower Lachumiere, Shillong – 793001, Meghalaya, India., hereinafter referred to as 'Purchaser' and,

WHEREAS, the Agency is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Service Provider of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Service Provider agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies and policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e. is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;

- c. to restrict access and disclosure of Confidential Information to their employees, strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.
5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name:

Designation:

Place:

Date:

(Purchaser)

Authorised Signatory Office Seal:

Name:

Designation:

Place:

Date

13.9 Annexure IX - Declaration of Non-Blacklisting

(In the letterhead of the Bidder)

To

Subject: _____

Ref. No. RFP. No. _____

Dated _____

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for providing Toll Free Helpline services for Meghalaya Tourism

Dear Sir,

We confirm that our company or firm, _____, has not been not blacklisted or Barred or any such cases pending for blacklisting / debarment in any court of law in any manner whatsoever by any State Government, Central Government or any other Public Sector Undertaking or a Corporation or any other Autonomous organization of Central or State Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on Bid submission date.

(Signature of the Bidder)

Name

Designation

Seal

Date:

Place:

Business Address:

13.10 Annexure X – Checklist

Pre-Qualification Criteria:

Sl.	Criteria	Supporting Documents	Compliance (Yes or No)	Page No. and Section No. in proposal
1.	Legal Entity The Bidder shall be a firm/ company/ partnership/ LLP/ proprietorship firm/institution registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India All subsidiary/holding/associate/affiliates in India shall be treated as one entity.	Certificate of Incorporation from Registrar of Companies (RoC) along with the entire chain of Certificate of Incorporation documents and Partnership deed (if applicable)		
2.	a. The bidder should have an average annual turnover of INR 2 crores or more in financial years 2020-21, 2021-22 and 2022-23 as evidenced by the audited accounts of the company. b. The bidder should have an average annual turnover of at least INR 1 crores from IT or Information Technology enabled Services (ITES)/BPO/call centre operations, during the financial years 2020-21, 2021-22 and 2022-23.	1. Audited financial statements (reflecting the turnover), Certificate from Chartered Accountant (CA) clearly specifying the annual turnover for the specified years. 2. A certificate duly certified by the statutory auditor of the bidder mentioning the annual turnover from IT/ Information Technology enabled Services (ITES)/ BPO/ call centre operations, for financial years 2020-21, 2021-22 and 2022-23.		
3.	The bidder should have an Average Positive net worth in financial years 2020-21, 2021-22 and 2022-23	Net worth certificate issued by Chartered Accountant.		
4.	Bidder's Experience (Min project value of Rs.30 Lakh) The Bidder must have experience of 2 completed projects (minimum 10-Seater Call Center operations in a single project) for minimum duration of 6 months in last 5 years for Central Govt./ any State Government/PSU in India and at least 1 project (minimum 10-Seater Call Center operations in a single project) in Meghalaya, having ANY ONE of the following components: <ul style="list-style-type: none"> • Management of government department helplines • SI for setting up of Call Centre operation including Interaction Management Application Solution Provider, delivering IVRs, Dialer, CRM solution. • Projects involving state level grievance redressal pertaining to public/G2C services with Central/state in India 	1. Purchase Orders / Work Order along with project details as per the format at Annexure-V 2. Client Certificate for successful execution/ completion of the project or proof on ongoing activity.		
5.	The Bidder should not have been blacklisted or Barred or any such cases pending for	Self-declaration by the Bidder as per RFP Format		

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Sl.	Criteria	Supporting Documents	Compliance (Yes or No)	Page No. and Section No. in proposal
	blacklisting / debarment in any court of law by any State Government, Central Government or any other Public Sector Undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.	at Annexure IX over notarized stamp paper		
6.	The bidder should be registered with the Good and Service Tax Network and carry a valid PAN from the Income Tax Department, Government of India	Valid GST Certificate and PAN		
7.	Should have submitted EMD of INR 5,00,000 (INR Five Lakhs Only) as bid security	a) Submission of physical copy of EMD before due date		
8.	Authorization details of the person(s) signing the bid document	Power of Attorney OR Certified copy of Board Resolution		
9.	The Bidder should possess all the below certifications which are valid as on bid submission date: ISO 9001:2008 / ISO 9001:2015 for Quality Management System	Copies of valid certificates as on bid submission date		

Technical Evaluation Criteria :

#	Description	Compliance(Yes or No)	Page No. and Section No. in proposal
1	<p>Experience of Similar projects The Bidder must have experience of 2 completed projects (minimum 10-Seater Call Center/Helpline operations in a single project) for minimum duration of 6 months in last 5 years for Central Govt./ any State Government/PSU in India and at least 1 project (minimum 10-Seater Call Center /Helpline operations in a single project) in Meghalaya, having ANY ONE of the following components:</p> <ul style="list-style-type: none"> • Management of Government schemes/ Emergency/ non- emergency Helplines • SI for setting up of Call Centre/Helpline operation including Interaction Management Application Solution Provider, delivering IVRs, Dialer, CRM solution. • Projects involving state level grievance redressal pertaining to public/G2C services with Central/state in India <ul style="list-style-type: none"> ➤ 2 Project (including 1 project in Meghalaya)– 5 Marks ➤ 3 Project (including 1 project in Meghalaya) – 15 Marks ➤ 4 Projects of more (including 1 project in Meghalaya) – 20 Marks ➤ Projects of more (including 1 project in Meghalaya) – 25 Marks <p>Any more similar project(s) in Meghalaya state – Additional 5 marks</p> <p>Supporting documents Purchase Orders / Work Order along with project details as per the format at Annexure-V</p>		
2	<p>Bidder's Experience in Tourism department The Bidder's presence in tourism sector and experience of working with tourism department/ autonomous body in last 5 years for Central Govt./ any State Government in India.</p>		
3	<p>Average Annual turnover during the last 3 financial years ending 31st March, 2020-21, 2021-22 and 2022-23</p> <ul style="list-style-type: none"> ➤ INR 2.0 - 4.0 Crore – 5 marks ➤ INR > 4.0 - 6.0 Crore – 10 marks ➤ INR > 6.0 Crore – 20 marks 		
4	<p>CVs of Required Manpower</p> <ul style="list-style-type: none"> ➤ Project Manager: 3 marks Graduation in any discipline - Minimum 8 Years of experience in call centre management, Should be fluent in any of the local language - Khasi, Garo or Pnar besides English ➤ Call Centre Executives (atleast 4 Profiles): 1 marks for each upto maximum of 7 marks Graduation in any discipline- Min 2 years relevant Experience. 		

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	Should be fluent in any regional languages – Khasi, Garo, Pnar, Hindi and Assamese besides English		
	Highest marks for personnel having worked on maximum number of projects as shown in the CV and CVs from other bidders will be marked proportionately		

Annexures:

Sl.	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in proposal
1	Annexure I - Bid Covering Letter		
2	Annexure II - Format for submitting Technical Bid		
3	Annexure III - Power of Attorney/Letter of Authorization		
4	Annexure IV – Approach and Methodology, Technical Presentation		
5	Annexure V - Project Credential Format		
6	Annexure VI - Financial Format		
7	Annexure VII - Performance Bank Guarantee Format		
8	Annexure VIII - Non-Disclosure Agreement (NDA)		
9	Annexure IX - Declaration of Non-Blacklisting		
10	Annexure X – Checklist		
11	Annexure XI: Company Profile		
12	Annexure XII: Bidder's Experience		
13	Annexure XIII: Project Plan		

13.11 Annexure XI: Company Profile

Sl.	Particulars	Details
1	Name of the Company/Firm	
2	Legal status	
3	Country of Incorporation	
4	Registered Addressed	
5	Date of Incorporation	
6	Date of Commencement of Business	
7	Principal Place of Business	
8	PAN	
9	GSTIN	
10	Web address	
11	Brief description of the Company including details of its main lines of business	
Details of the authorized Signatory		
12	Name	
13	Designation	
14	Company	
15	Address	
16	Phone no.	
Details of the Primary contact		
17	Name	
18	Designation	
19	Company	
20	Address	
21	Mobile	
22	E-mail	

13.12 Annexure XII: Bidder's Experience

Credential Summary

#	Project Name	Client Name	Client Type	Project contract Value in Rs.	Project Components	Project Status (Completed or Ongoing or Withheld)	Project Duration	Documentary evidence	Page no.
1									
2									
3									
4									
5									
6									
7									

- Client type – Indicate whether the client is Government or PSU or Private
- Project Components – Indicate the major project components setting up of case record management application, contact centre establishment, Application development, Maintenance, Hardware procurement and deployment, DC setup and maintenance, Facility management services, provisioning manpower, IT support and maintenance etc.
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment etc.
- Project Status – Completed (date of project completion) or Ongoing (project start date)
- Project Duration – Indicate the duration of the project

13.13 Annexure XIII: Project Plan

Activity Wise Timelines						
Sl.	Item Wise Activity	Week wise program				
	Project Plan	1	2	3	4	5
1	Activity 1					
1.1	Sub-Activity 1					
1.2	Sub-Activity 2					
1.3	Sub-Activity 3					
2						
2.1						
2.2						
2.3						
3						
4						

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity and phase wise timelines for executing the project with details of deliverables and milestones as per their proposal.