

Request for proposal
of
Development and Operation of Toll Free Number Service for Tourists in
Himachal Pradesh
For
Department of Tourism and Civil Aviation
(Government of Himachal Pradesh)

RFP No. -----draft-

(Department of Tourism & Civil Aviation)
Block No 28, SDA Complex, Kasumpti, Shimla-171009

Tel: 0177- 2625924, 2623959, 2625864, 2625511

Request for Proposal to Setup and Run Toll Free Number Service

The Director of Department of Tourism & Civil Aviation, Himachal Pradesh invites sealed offers from Companies/ organizations to Setup and Operate Toll Free Number Service (call center) for Tourists coming to Himachal Pradesh.

Price of Tender Document	NIL
Earnest Money Deposit (EMD)	Rs.1,00,000/- in the form of Demand Draft in favour of Director, Department of Tourism & Civil Aviation, payable at Shimla.
Last date for submission of bids	10-03-10 at 03:00 PM hrs.
Opening of bids	To be informed separately
Tender download site	http://www.himachaltourism.gov.in
Email	tourismmin-hp@nic.in ; tourism@hp.gov.in

1. The copy of bid document can be downloaded from the site <http://www.himachaltourism.gov.in>
2. Validity of bid shall be up to 6 months from the date of submission of bid or till the time Service agreement is signed.
3. The cover containing Bids (on prescribed format) along with original **Eligibility Bid, Technical Bid and Commercial Bid and one additional copy of each bid (all sealed separately and marked as Eligibility Bid, Technical Bid and Commercial Bid)** should be put in double sealed envelope clearly marked "Invitation of Bids for Tourism toll free number" .
4. The cover containing offer should also indicate clearly the name, address and telephone number of the Bidder.
5. This bid should be filled in English language only. If any supporting documents submitted are in any language other than English, then English translated copy of the same should be submitted.
6. The Department may consider for providing space for call centre (Toll-Free) at Shimla. However, bidders may submit TWO offers in the bids i.e. one offer including the space provided by the Tourism Department and the second offer with the option to manage the space by the bidders itself at Shimla.
7. The Director, Tourism & Civil Aviation, Himachal Pradesh reserves the right to accept or reject any Tender offer without assigning any reason, whatsoever.

Sd/-
Director,
Department of Tourism & Civil Aviation,
Block 28, SDA Complex, Kasumpti, Shimla-171009.

1. INTRODUCTION

The Department of Tourism & Civil Aviation (DoT&CA) has been running a toll free number service to provide information about Himachal Pradesh and its various tourist spots, accessibility to the state, events, activities of the department, hotel reservation, information, etc and details about all private and Government hotels registered with Department of Tourism.

DoT&CA now proposes to engage a Service Designated Agency (SDA) to deploy, operate, maintain and manage the Toll Free Number Service (Call Center). The Toll Free Number is heavily promoted by the DoT&CA through advertisements, brochures in various trade magazines, Departments website and participation in Tourism Trade Fairs across the country.

2. SCOPE OF WORK

The SDA with DoT&CA develop, implement, continually improve and manage a call centre for the DoT&CA Toll Free Number, with the goal of providing accurate and useful information to tourists.

Expected coverage at a call center needs to be available 24 hours, seven days a week that can handle all inquiries from all over the world.

2.1 Solution or Service required

Through the Toll Free number provide tourists accurate and pertinent information about Himachal Pradesh, facilities for tourists and other services.

1. Designing of Call Center for 5 seats with scope for expansion as per requirement:
 - Call center to be setup in **Shimla**
 - Call Center capacity of 5 seats (minimum)
 - EPABX capacity to receive minimum 5 incoming calls at a time
 - Facility of Transfer of Call from one Operator to other Operator
 - Facility to record, replay and monitor all calls for a continuous period of 30 days
 - Facility to Monitor any Call by Centre Manager in real time
 - Facility to store call information in Server for MIS reports
 - IVRS assisted call transfer to designated operator(s)
 - UPS supply for full load including Lights and Fans except ACs for 4 hour
 - MIS report for monitoring staff productivity, Complete Call details
2. Site preparation for the Call Center.
3. Procurement, Installation and Commissioning of all equipments required for the call centre.

4. Providing manpower like operators, technical staff and Manager to run Call Center
5. Operate and Maintain Call Center on 24x7 basis during the contract period.
6. Build a knowledgebase of information relevant for tourists.
7. The call center agents shall respond to all calls and other types of inquiries of callers by:
 - Giving accurate information about the state and responding in a timely manner
 - Collecting tourist information and details
 - Forwarding literature about the program via e-mail/fax

2.2 Detailed Scope of Work

a. Designing of Call Centre:

Designing a call center of minimum five seats with a scope for future expansion. All the bidders as part of financial bid, shall submit complete design of Call Center including complete Bill of Material. Basic components of Call Center are listed below. But, bidder is free to add or delete components as per his proposed design.

b. Site Preparation:

The Site preparation will include false ceiling, light and fans fittings, Painting, Electrical Panels, partitions, Manager Cabin with furniture, Dining space for staff with furniture, Training cum Meeting Room with furniture for 10 participants.

c. Infrastructure supply and Commissioning:

Supply, Installation and Commissioning of IT hardware for 5 seats like PCs, Server, Switches, Routers, Leased Line Modems / ISDN modems, Online UPS, EPABX , Furniture for 5 workstations, Telephone / IP phone instruments with head sets, networking and electrical cabling.

d. Deployment of manpower:

Deployment of operators, technical staff and Call Center Manager to operate and maintain call center on 24x7 basis.

e. **Shift Operation:**

Call Center will be operated on 24x7 basis but number of operators reporting to duty might be changed based on Call Load from time to time.

f. **Supply of consumables and meeting running expenses:**

Service Designated Agency shall be responsible for supply of all consumables to run the Call Center and meeting all running expenses like but not limited to Stationery, Digital Media, Batteries for UPS, Communication and Fax charges, Housekeeping, Security, Insurance, Signage, Bill Board etc.

g. **System Support**

The minimum Systems Support functionalities to be provided by the Service Designated Agency include the following:

- Daily Backup of data and information, system logs, database logs etc.
- Installation and Reload Support for OS and other software
- Installation of upgrades from time to time
- Guarding the systems against virus infections using the latest anti-virus Tools.
- Firewall, IDS configuration and management
- Asset Management for Physical and digital security

2.3 Productivity of Call Center Operators

The efficiency and image of CALL CENTER system depends substantially on the efficiency of the operators who man the seats at the CENTER. It is in the interest of CENTER, and therefore of all the stakeholders that every effort is made to enhance their efficiency to optimum levels. The following guidelines are provided in this regard.

- The Service Designated Agency shall exercise due care and caution while selecting the operators with the right skill sets.
- The Service Designated Agency shall impart necessary pre-job training and orientation to the operators so that they are all at acceptable levels of efficiency to begin with.
- The Service Designated Agency shall also impart necessary in-service training, of duration of at least one day to all the operators, once in a period of 3 months.
- Facility for pick-up and drop for staff working at odd hours especially for women employees.

2.4 Manpower Deployment requirements

1. The manpower shall be deployed by the Service Designated Agency, in terms of the agreement.
2. Preference may be given to the female operators.
3. Minimum education qualification of the operator shall be a pass in 12th Standard.
4. Operator should be fluent in English and Hindi
5. Attendance registers will be maintained by the Service Designated Agency at the CALL CENTER and it shall be closed within 30 minutes of starting of shift
6. The Service Designated Agency shall be responsible for payment of statutory contributions like Insurance, ESI & PPF etc for the manpower deployed by them.

2.5 Deliverables

The primary deliverable of the Service Designated Agency in the CALL CENTER is quality services to the citizens conforming to the Quality requirements.

The Service Designated Agency has to deliver the following to DoT&CA as part of an assurance to full fill the obligations.

1. Complete Design of Call Center including Bill of Material
2. Site preparation Plan and Site Preparation as per approved site plan
3. Procurement and commissioning of Infrastructure as per approved design
4. Manpower deployment plan and deployment of manpower as per approved plan
5. Implementation plan
6. Operation plan including training plan to achieve quality service to citizens
7. Maintenance plan to achieve service requirements

2.6 Reports

The Service Designated Agency shall submit to the Director/Commissioner, DoT&CA the following reports:

1. Weekly progress reports on:
 - a. Results accomplished during the period;
 - b. Staff productivity in handling Calls
 - c. Day and Time Series analysis of Calls for effective utilization of manpower
 - d. Analysis of Call Records to assess quality of service by staff to citizens
 - e. Progress in creating Information Bank in multiple languages to improve quality and consistency of service to citizens
2. Weekly log of service calls and problem resolutions

3. Any other report required by DoT&CA to monitor the objectives of the project

Table 1: Suggested minimum requirement

Description	Qty
EPBX system	1
Compatible Digital/ Analogue telephone instruments with headsets	40
Desktop systems	7
Furniture for 5 seats	1
Production Server and Standby server	2
10 KVA Online UPS	1
5 KVA Online UPS	1
Multi-function device with laser printer, copier, scanner and fax	1
24 Port Switches	2
Site preparation, Partition, Manger Room with Furniture, Dining space with furniture for staff, Training Cum Meeting Room for 10 participants with Furniture	
Required Software like OS and Call Center Software	

Table 2: Suggested minimum manpower requirement

Description	Qty
Centre Mangers	1
Operators	8
Technical Staff	1

2.7 Contract Period:

5 Years from the date of signing of contract.

2.8 Delivery and Installation period

Bidder shall deliver the goods/complete site preparation works within Eight weeks and install, commission and commence call center operations at the new premises within Ten weeks from the date of signing of contract.

3. Brief description of the bidding process

- 3.1 For the Project, DOT&CA has adopted a single-stage process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. During the Bidding Process, applicants (the "**Bidders**") are being called upon to submit their Bids pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by DOT&CA as part of this Bidding Process (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by DOT&CA, and all Bids shall be prepared and submitted in accordance with such terms. The Bid shall be valid for a period of not less than 3 months from the Bid Due Date (the "**Bid Validity Period**") or for any extended period that DOT&CA may notify at its sole discretion. DOT&CA reserves the right to reject the Bid which does not meet this validity requirement. Further details of the Bidding Process and the terms thereof are spelt out in this RFP.
- 3.2 The Bidders, who may be single applicants / consortia, will need to meet the **Bid Eligibility Criteria given in Clause 4.**
- 3.3 In case the Bidder is a consortium, the Bidder shall nominate one of the members as the Lead Member, who shall be the point of contact throughout the Bidding Process (the "**Lead Member**"). The Lead Member should be a member who qualifies on the Financial Criteria specified in **Clause 4.**
- 3.4 In case the Bidder is a consortium, no modification in the composition of the consortium members shall be permitted during the Bidding Process. If there is a change in the composition of the consortium members, the Bid would be termed Non-Responsive and rejected. If such change occurs after execution of the Agreement, it would be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without DOT&CA being liable in any manner whatsoever to the Operator. In such an event, notwithstanding anything to the contrary contained in the Agreement, DOT&CA shall appropriate the Bid Security and / or encash the Performance Security, as mutually agreed genuine

pre-estimated compensation and damages payable to DOT&CA for, inter alia, time, cost and effort of DOT&CA, without prejudice to any other right or remedy that may be available to DOT&CA hereunder or otherwise.

- 3.5 After signing of the agreement the successful bidder cannot change the consortium. In any extreme circumstances he may change the consortium with the approval of the Tourism Department subject to the condition that whosoever will be the new member with the lead member will fulfill all those qualifications which are prescribed in the tender document.
- 3.6 In case the consortium is changed without the consent of the Department or at any stage the bidder is unable to operate the system the bid security so deposited at any time of signing of the agreement will be forfeited.
- 3.7 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax or e-mail within the time frame provided in Clause 3.8, to the officer designated in Clause 7.2.e. The envelopes / communication shall clearly bear the following identification/ title:

"Queries / request for additional information: RFP for Himachal Pradesh Tourism Toll Free Number Service ".

3.8 DOT&CA shall endeavor to adhere to the following schedule:

EVENT DESCRIPTION	DATE
Issue of RFP	02-02-10
Last date for receiving queries on the RFP	20-02-10
Pre-bid meet	24-02-10
Answering queries on RFP	03-03-10
Last date for submission of Bids (“the Bid Due Date”)	10-03-10
Opening of Cover I (General Documents)	To be informed separately.
Opening of Cover II of Qualified Bidders (Financial Proposal)	To be informed separately.
Negotiations and issue of Letter of Award (LoA)	To be informed separately.

4. Eligibility Criteria

4.1 The Bidders should meet the following Eligibility Criteria – both the Financial Criteria and Operational Criteria– as prescribed below.

4.2 Financial Criteria and Operational Criteria

- a. The Average annual turnover of the bidder should be more than **INR 02 Crore** for last two years.
- b. The Average annual turnover of the bidder from call center should be more than **INR 50 lakhs** for last two years.
- c. The bidder must have operations in Himachal Pradesh.
- d. The bidder should have a minimum of three years experience in managing and operating a call center.
- e. The bidder should have a minimum of one year experience in running call center with minimum 10 seats in Himachal Pradesh.

Note: The eligibility criteria as mentioned above are essential criteria and non-fulfillment of any of the above mention criteria will make bidder ineligible for this tender and rejected without further communication.

5. Roles and responsibilities

Roles and responsibilities of the Service Designated Agency and the Department of Tourist and Civil Aviation, The Government of Himachal Pradesh throughout the development and deployment of services enumerated in this RFP. This section gives the brief of the expected roles and responsibilities of the individual parties involved in this project:

5.1 Roles and Responsibilities of the Service Designated Agency:

- Specified in clause 2 of the RFP

5.2 Roles and Responsibilities of Department of Tourism & Civil Aviation:

- Payment of monthly charges to Service Designated Agency as per terms of contract
- Promote the toll free number through advertisements, brochures, trade fairs, websites and all other media the department uses to promote tourism in the state.

6. INSTRUCTION TO BIDDERS

GENERAL

6.1 General terms of bidding

- a. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Service Level Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- b. All Bidders are required to submit their Bids in accordance with the guidelines set forth in this RFP. In order to promote consistency among Bids and minimize potential misunderstandings regarding interpretation of Bids by DOT&CA, the

format in which Bidders have to specify the fundamental aspects of their Bid have been broadly outlined in this RFP.

c. Submission of Bid in response to this RFP shall be made in separate sealed covers as indicated below:

- Part 1 Submission: General Documents – Cover 1
- Part 2 Submission: Financial Proposal – Cover 2

d. The contents of each cover are listed below:

- Part 1 Submission: General Documents – Cover 1: Bidder will be required to submit only one set of documents under Cover 1 as part of the Bid.
 - Covering letter in the format provided in Annexure - I
 - General Information of the Bidder in the format provided in Annexure - II
 - Power of Attorney for Bid signatory in the format provided in Annexure – III
 - Bid Affidavit in the format provided in Annexure - IV
 - Bid undertaking in the format provided in Annexure - V
 - Anti Collusion Certificate in the format provided in Annexure - VI
 - Format for Letter of Commitment as per the format provided in Annexure - VII
 - Bank guarantee for Bid Security in the format provided in Annexure – VIII
 - Memorandum of Understanding between consortium partners as per the format provided in Annexure - IX
 - Declaration regarding clean track record as per the format provided in Annexure – X
- Part 2 Submission: Financial Proposal – Cover 2: Cover 2 containing the Financial Offer.
 - Financial Offer submitted in the format provided in Annexure - XI

e. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to reject as a Non-Responsive Bid.

f. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

g. The Bidding Documents including this RFP and all attached documents shall remain the property of DOT&CA and are issued to the Bidders solely for the purpose of preparation and submission of the Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Bid and any information provided along therewith by the Bidder within the Bid Due Date shall

become the property of DOT&CA and DOT&CA shall not return the same to any Bidder.

- h. This RFP along with its Appendices is not transferable.
- i. Any Agreement pursuant to this RFP shall be subject to the terms of Bidding Documents.

6.2 Cost of bidding

The Bidders shall be responsible for all costs associated with preparation of their Bids and their participation in the Bidding Process. DOT&CA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

6.3 Verification of Bid

- a. It shall be deemed that by submitting a Bid, the Bidder has:
 - made a complete and careful examination of the Bidding Documents; failure to comply with the requirements of the RFP shall be at the Bidder's own risk;
 - acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of DOT&CA.
 - Satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
 - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DOT&CA , or a ground for termination of the Service Level Agreement; and
 - agreed to be bound by the undertakings provided by it under and in terms hereof.
- b. DOT&CA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by DOT&CA .

6.4 Right to accept or reject any or all Bids

- a. Notwithstanding anything contained in this RFP, DOT&CA reserves the right to accept or reject any Bid, and to annul the Bidding Process, and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. DOT&CA reserves the right to reject any Bid and appropriate the Bid Security and encash the bank guarantee as per the provisions of Clause 8.
- c. Any misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened

and the highest Bidder gets disqualified / rejected, then DOT&CA reserves the right to:

- invite the remaining Bidders to submit Bids in accordance with Clause 11.3;
 - take any such measure as may be deemed fit in the sole discretion of DOT&CA , including annulment of the Bidding Process
- d. DOT&CA shall also have the right to appropriate the Bid Security or the Performance Security as the case may be, in the event of mis-representation by the Bidder(s).
- e. In case, it is found during evaluation or at any time before signing of the Service Agreement or after its execution and during the Operations Period, that one or more of the eligibility criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information,
- The Selected Bidder shall be disqualified forthwith if not yet appointed by issue of LOA.
 - If the Selected Bidder has already been issued LOA and the Selected Bidder has entered into Service Agreement with DOT&CA, the Agreement will be terminated, by a communication in writing by DOT&CA to the Selected Bidder.

In such an event, DOT&CA shall appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DOT&CA for, inter alia, time, cost and effort of DOT&CA, without prejudice to any other right or remedy that may be available to DOT&CA under this RFP or law.

- f. DOT&CA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of DOT&CA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DOT&CA there under.

6.5 Clarifications

- a. To facilitate evaluation of Bids, DOT&CA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The request for such clarifications or substantiation and the response shall be in writing or by facsimile. No material change in the Bid would be permitted by way of such clarification / substantiation submitted by the Bidder.
- b. However, DOT&CA reserves the right not to respond to any question or provide any clarification or consider any amendment(s) suggested by the Bidders, in its sole discretion, and nothing in this clause shall be taken or read as compelling or

requiring DOT&CA to respond to any question or to provide any clarification or consider any amendment suggested by the Bidders.

- c. DOT&CA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by DOT&CA shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by DOT&CA or its employees or representatives shall not in any way or manner be binding on DOT&CA.
- d. Bidders may note that subject to the provisions of Clause 6.5.c. above, DOT&CA will not entertain any deviations to the RFP at the time of submission of Bids or thereafter. Bid(s) to be submitted by the Bidder would have to be unconditional and unqualified and the Bidder would be deemed to have accepted the terms and conditions of this RFP and all its contents including the terms and conditions of the draft Service Agreement. Any conditional Bid shall be regarded as Non-Responsive and would be liable for rejection.

6.6 Amendment of RFP

- a. At any time prior to the Bid Due Date, DOT&CA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.
- b. Any Addendum thus issued will be sent in writing and shall be binding upon all Bidders.
- c. In order to afford the Bidders a reasonable time for taking into account the contents of any Addendum, or for any other reason, DOT&CA may, at its own discretion, extend the Bid Due Date by an appropriate period.

7. PREPARATION AND SUBMISSION OF BIDS

7.1 Content, format, signing and submission of bids

- a. Bidders shall provide all information as per this RFP and in the specified format. DOT&CA will evaluate only those Bids that are received in the required formats and are complete in all respects.
- b. The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- c. Each Bid shall be made in two separate sealed envelopes as specified in Clause 6.1.c. above, with each sealed envelope containing documents/information as detailed in Clause 6.1.d.

7.2 Sealing and marking of Bids

- a. The Bidder shall prepare the Bids as per the directions provided in Clause 7.1.c. above. Considering the same, the Bidder shall prepare and seal and mark the bids as under:
 - Envelope 1 marked “Part 1 Submission of General Documents”
 - Envelope 2 marked “Part 2 Submission of Financial Proposal”
- b. The Bidder shall then seal Envelope 1 marked “Part 1 Submission of General Documents”, Envelope 2 marked “Part 2 Submission of Financial Proposal” in an outer envelope which shall be sealed and marked as “Bid for Himachal Tourism Toll Free Number Service”.
- c. All envelopes, both inner and outer must be super-scribed with the following information:
 - Name and address of the Bidder
 - Contact person with contact details – phone, fax no. and email address.
- d. The Bidder shall submit one original set of documents comprising the Bid, clearly marked “ORIGINAL”. In addition, the Bidder shall make two (2) copy of the Bid, clearly marked “COPY”. In the event of any discrepancy between the Original and the Copy, the Original shall prevail.
- e. The envelopes marked “ORIGINAL” and “COPY” shall be addressed to:

Attn. of Director/Commissioner
Address Department of Tourism & Civil Aviation
Block No. 28, SDA Complex,
Kasumpti, Shimla – 171 009, Himachal Pradesh
Phone
Fax
Email

- f. If the envelopes are not sealed and marked as instructed above, DOT&CA assumes no responsibility for misplacement or premature opening of the contents of the Bid submitted and such Bid – at the sole discretion of DOT&CA – may be deemed to be Non-Responsive and hence, would be liable for rejection.
- g. Bidder can submit the Bid by registered post / courier or submit the Bid in person, so as to reach the designated address by the Bid Due Date. DOT&CA shall not be responsible for any delay in submission of the Bids. Any bids received by DOT&CA after the Bid Due Date shall not be opened.
- h. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

7.3 Bid Due Date

- a. Bids should be submitted on the Bid Due Date before the time indicated in Clause 3.8, at the address provided in Clause 7.2.e. and in the manner and form as detailed in this RFP. Proposal submitted by either facsimile, telex or email will not be accepted.
- b. DOT&CA may, at its sole discretion, extend the Bid Due Date by issuing an Addendum – in accordance with Clause 6.6 – uniformly to all Bidders.

7.4 Late Bids

Bids received by DOT&CA after the time and date mentioned in Clause 3.8 shall not be eligible for consideration and shall be summarily rejected.

7.5 Modifications / substitution / withdrawal of Bids

- a. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by DOT&CA prior to the time mentioned in Clause 7.3.a. on Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the time mentioned in Clause 7.3.a. on Bid Due Date.

- b. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 7.2 before the Bid Due Date, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- c. Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by DOT&CA, shall be disregarded.

7.6 Rejection of Bids

- a. DOT&CA reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for DOT&CA to accept any Bid or to give any reasons for their decision.
- b. DOT&CA reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
- c. Any deviation from the scope of work, and terms and conditions as mentioned in this RFP will lead to rejection of bid. Any information requested in a prescribed format needs to be furnished strictly in the same format only. Any deviation from the prescribed format will lead to rejection of the bid even after opening of the Financial Proposal.

7.7 Validity of Bids

The validity of the Bid shall be as mentioned in Clause 3.1.

7.8 Bid opening

- a. DOT&CA would open Cover 1 submission of the Bids, at the date and time specified in the Bidding Schedule provided under Clause 3.8 in the presence of all Bidders who choose to be present.
- b. The Cover 1 would be examined for the purpose of checking the responsiveness of the Bids.
- c. DOT&CA reserves the right to reject any Bid not submitted on time and which does not contain the information / documents as set out in this RFP.
- d. The Cover 2 submission shall be opened after documents in Cover 1 are opened, processed & scrutinized. The Cover 2 submission shall be opened – at a date which shall be notified by DOT&CA – in the presence of Bidders, whose Bids have been found to be responsive.

7.9 Language and currency

- a. The Bid and all related correspondence and documents should be in the English language. Supporting documents and printed literature furnished with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the

purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

- b. The currency for the purpose of the Bid shall be Indian Rupees (INR).

7.10 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor who is advising DOT&CA in relation to or matters arising out of or concerning the Bidding Process. DOT&CA will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. DOT&CA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DOT&CA.

7.11 Correspondence with the Bidder

DOT&CA shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

8. Bid Security

- a. Each Bid shall be accompanied by a bid security of Rs. 1,000,00 (Rupees One lakh only) (the "Bid Security"). Bid Security – for all bidders except the Selected Bidder – shall be valid for 6 months from Bid Due Date. Bid Security for the Selected Bidder shall be valid till the date of submission of Performance Security. The validity of the Bid Security for all bidders may be extended as per request of DOT&CA. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security must be paid by way of an unconditional and irrevocable bank guarantee in favour of Department of Tourism & Civil Aviation, from a scheduled Bank in India that is not a Cooperative Bank or a Gramin Bank, and has a branch in Shimla, Himachal Pradesh. The format of the bank guarantee is provided in Appendix VIII.
- b. Bid Security of non-selected Bidders would be returned on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by DOT&CA.
- c. The Selected Bidder's Bid Security can be withdrawn upon the Selected Bidder furnishing the Performance Security in accordance with the provisions of the Service Agreement. DOT&CA may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by the Selected Bidder in accordance with the provisions of the Service Agreement.
- d. DOT&CA shall be entitled to appropriate the Bid Security and encash the bank guarantee as mutually agreed genuine pre-estimated compensation / damages on occurrence of any of the events specified in this RFP including Clause 8.e. herein below and any related clauses in the Service Agreement. The Bidder, by submitting its Bid pursuant to this RFP, would be deemed to have acknowledged

and confirmed that DOT&CA will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period. No relaxation on the Bid Security shall be given to any Bidder.

- e. The Bid Security shall be appropriated by DOT&CA as mutually agreed genuine pre-estimated compensation and damages payable to DOT&CA for, inter alia, time, cost and effort of DOT&CA without prejudice to any other right or remedy that may be available to DOT&CA hereunder or otherwise, under the following conditions:
- If a Bidder submits a non-responsive Bid;
 - If a Bidder engages in Corrupt Practices, Fraudulent Practices, Coercive Practices, Undesirable Practices or Restrictive Practices as specified in Clause 10 of this RFP;
 - If a Bidder modifies or withdraws its Bid except as provided in Clause 7.5,
 - If a Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of Bid Validity period, as extended by DOT&CA;
 - If any information or document furnished by the Bidder is found by DOT&CA to be misrepresenting, misleading or untrue in any material respect
 - In the case of Selected Bidder, if it fails within the specified time limit -
 - to acknowledge the Letter of Award
 - to sign the Service Agreement and/or
 - to furnish the Performance Security as per the provisions of this RFP; or
 - In case the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security.

9. PERFORMANCE SECURITY

- a. The Bidder, if declared as the Selected Bidder, shall be required to submit Performance Security (the “Performance Security”) by way of an annual, revolving, unconditional and irrevocable bank guarantee, in favour of Department of Tourism & Civil Aviation, Himachal Pradesh by a scheduled bank in India that is not a Cooperative Bank or a Gramin Bank and has a branch in Shimla, Himachal Pradesh. The Performance Security is for due and punctual performance of the obligations of the Selected Bidder under the Service Agreement. The Performance Security shall be equal to 2 times the Annual Fees payable by the Selected Bidder for the first year.
- b. The Performance Security shall be paid for the first year on or before the date of signing of the Service Agreement. The Performance Security in the form of a bank guarantee for each subsequent year should be submitted to DOT&CA by the Selected Bidder at least 30 days before the expiry of the existing bank guarantee – to ensure that the Performance Security is always valid.
- c. The Performance Security shall be en-cashed at the sole discretion of DOT&CA towards any liquidated damages that may be payable by the Selected Bidder to DOT&CA and / or against termination eventualities attributed to the Selected Bidder, under the terms of the Service Agreement.

10. SPECIAL INSTRUCTIONS

All Bidders should note the following:

- The Bid (and any additional information requested subsequently) shall bear the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of the Bid.
- The Bidder shall also return, along with the Bid, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions specified in the RFP.
- Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain the required information as per the specified formats may be considered Non-Responsive and are liable for rejection.
- Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid Non-Responsive.
- All communication and information should be provided in writing and in the English language only.
- All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the higher amount will be taken as correct, whether the same has been provided in figures or in words.
- No change in or supplementary information to a Bid shall be accepted after the Bid Due Date. However, DOT&CA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by DOT&CA, the Bid would be evaluated solely on the basis of available information.
- The Bids shall be evaluated as per the criteria specified in this RFP. However, within the broad framework of the evaluation parameters as stated in the RFP, DOT&CA reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all Bidders.
- Bidders are advised that their Bids be completely devoid of any conditions, whatsoever. Conditional Bids will be rejected.
- DOT&CA reserves the right to vet and verify any or all information submitted by the Bidder.
- Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by DOT&CA, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection.

11. SELECTION PROCESS

11.1 Process

The selection of the Selected Bidder will be done through a 2-phase process i.e.

- Phase 1 : Assessment of General Documents
- Phase 2 : Ranking of Financial Offers

Each of the above phases is explained as under.

11.2 Phase 1 – Assessment of General Documents

- a. Bids submitted by the Bidders shall be initially scrutinized to establish “Responsiveness”. A Bid may be deemed “Non-Responsive” if:
 - It is not received by the Bid Due Date as specified in the RFP
 - It does not include sufficient information for it to be evaluated and / or it is not in the formats specified which materially affect the evaluation process
 - It is not signed and / or sealed in the manner and to the extent indicated in this RFP
 - It is not accompanied by a valid Bid Security
 - It is not accompanied by documents required as per this RFP
- b. DOT&CA reserves the right to reject any Bid which is Non-Responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DOT&CA in respect of such Bid.
- c. Subsequently, the Part 1 Submission of the Bidders will be assessed. The Bids received would be subject to a responsiveness check with respect to the following information,
 - Original RFP Document duly signed. It shall be expressly agreed therein that the Bidder has read and understood the entire RFP Document and other documents / requirements and shall comply with the same, except what is stated in specified Deviation Statement.
 - Declaration that the Bidder has full property rights or requisite rights to use all intellectual property / tools proposed to be supplied / used in course of this project.
 - That Bid Security that has been submitted.
 - Documents supporting the qualification criteria.
 - The Bidder’s organization profile
 - Project organization and details of the curriculum vitae of key members of the implementation team

- Technical deviations / functional deviations / exclusions - as a Deviation Statement – describing specific areas where the bidder is unable to comply with specific functional / technical requirements listed out in the RFP
 - Copies of latest Income Tax return, Service Tax Registration No. issued by the competent authorities with details of PAN/TIN/ECC/CST etc.
- d. The Bidder adjudged as Responsive in terms of Clause 11.2.a. meeting the Eligibility Criteria in terms of either Clause 4.1 or Clause 4.2 and having provided satisfactory information / understanding with respect to all the points mentioned above will be declared as Qualified Bidders.

11.3 Phase 2 – Ranking of Financial Offers

- a. In the second phase of selection, DOT&CA will open the Financial Proposals (Part 2 Submission) of Qualified Bidders who have cleared Phase 1 of the Selection Process.
- b. The Financial Proposals shall be opened on a date that would be communicated by DOT&CA – in the presence of the representatives of all concerned Qualified Bidders, who choose to attend.
- c. Among the Qualified Bidders, the Bidder quoting the lowest amount of revenue support per call centre per seat during the Operations Period – as per the Financial Offer submitted by the Bidder in the format given in Annexure XI – shall be declared as the Selected Bidder (the “Selected Bidder”) for the Project.
- d. DOT&CA may choose to accept the Bid of the Selected Bidder or invite the Selected Bidder for further negotiations or reject all offers.

11.4 Process after identification of Selected Bidder

- a. After negotiations, if any, with the Selected Bidder, DOT&CA shall notify the Selected Bidder through a Letter of Award (the “LOA”) (to be issued in duplicate) that its Bid has been accepted subject to the provisions of Clause 11.4.b. of this RFP.
- b. The Selected Bidder shall within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, DOT&CA may, unless it consents to extension of time for submission thereof, appropriate the Bid Security and encash the bank guarantee of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by DOT&CA on account of failure of the Selected Bidder to acknowledge the LOA, and the next Qualified Bidder may be considered.

- c. As a precondition to the execution of the Service Agreement, DOT&CA shall require the Selected Bidder to undertake the payment of the first installment of the Annual Fee on or before the signing of the Service Agreement.
- d. The Selected Bidder shall be required to execute the Service Agreement within 15 days of the issue of the LOA by satisfying other terms and conditions as specified in this RFP to be carried out before signing of the Agreement.
- e. Failure of the Selected Bidder to comply with the requirements of one or more of Clauses 9.a., 11.4.c. or 11.4.d. of this RFP shall constitute sufficient grounds for the annulment of the LOA and forfeiture of the Bid Security.

11.5 Contacts during Selection Process

Bids shall be deemed to be under consideration immediately after they are opened and until such time DOT&CA makes official intimation of award / rejection to the Bidders. While the Bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, DOT&CA and / or their employees / representatives on matters related to the Bids under consideration.

12. ROLES AND RESPONSIBILITIES OF THE SELECTED BIDDER

- a. The Selected Bidder shall be responsible for ensuring that the employees engaged by it, in fulfillment of its obligations under the Agreement, are at all times properly trained for their functions and that all statutory requirements relating to the employees in the Project are met.
- b. All necessary clearances and permits required from the relevant authorities should be obtained by the Selected Bidder and the Selected Bidder shall adhere to all relevant regulations.
- c. At the end of the Operations Period, the Selected Bidder shall ensure that complete control over Toll free number shall revert back to DOT&CA, free of cost and free of any obligations / liabilities.

13. Term of Agreement and Renewal

- a. The Operations Period for the Project shall be 7 (Seven) years from the Appointed Date i.e. the date on which both DOT&CA as well as the Selected Bidder fulfill their respective Conditions Precedent, as per the provisions of the Service Agreement and as forthwith jointly certified in writing by the authorized representatives of DOT&CA and the Selected Bidder.
- b. The aforesaid Operations Period would be extended on mutually agreed terms and conditions and in accordance with best business practices then prevalent. In the event that the Selected Bidder and DOT&CA are not able to arrive at mutually agreeable terms & conditions for the renewal of the Operations Period, then

- DOT&CA shall have the right, towards the end of the Operations Period, to invite fresh bids from interested parties to operate, manage, maintain and market the Toll Free Number Service. In this scenario, the Selected Bidder shall have the right of first refusal i.e. the right to match the highest financial bid received by DOT&CA, provided DOT&CA is satisfied with the Selected Bidder with regard to observance of the terms & conditions of the Agreement during the Operations Period.
- c. In case of non-renewal of the Service Agreement beyond the Operations Period, the Selected Bidder should ensure that complete control over Toll Free Number Service is handed over to DOT&CA free of cost and free of all obligations / liabilities.

14. PAYMENTS

- a. The DOT&CA will pay the Selected Bidder the minimum revenue support per center seat as per the Financial Offer in the Bid in four equal installments every quarter.
- b. The Selected Bidder will pay service tax and / or any other applicable taxes, charges, surcharges or levies, as applicable at the time of payment of the various installments, in relation to all payments to be made by the Selected Bidder.
- c. The principal contract between DOT&CA and the Selected Bidder shall be the Service Agreement.

15. FRAUDULENT PRACTICES AND CORRUPT PRACTICES

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Service Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Service Agreement, DOT&CA shall reject a Bid, withdraw the LOA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DOT&CA shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DOT&CA towards, inter alia, time, cost and effort of DOT&CA, without prejudice to any other right or remedy that may be available to DOT&CA hereunder or otherwise.
- b. Without prejudice to the rights of DOT&CA hereinabove and the rights and remedies which DOT&CA may have under the LOA or the Service Agreement, if a Bidder or Selected Bidder, as the case may be, is found by DOT&CA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice during the Bidding Process, or after the issue of the LOA or the execution of the Service Agreement, such Bidder or Selected Bidder shall not be eligible to participate in any tender or RFP issued by DOT&CA during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by DOT&CA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

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

- “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DOT&CA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Service Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DOT&CA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Service Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Service Agreement, who at any time has been or is a legal, financial or technical adviser of DOT&CA in relation to any matter concerning the Project;
- “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by DOT&CA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

16. MISCELLANEOUS

- a. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts at Shimla shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- b. DOT&CA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding 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 DOT&CA 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 Bid, the Bidder agrees and releases DOT&CA, 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.

**APPENDIX I - FORMAT FOR COVERING LETTER-CUM-PROJECT
UNDERTAKING (Cover 1)**
(On the letterhead of the Bidder)

Date:

To
The Director/Commissioner,
Department of Tourism & Civil Aviation,
Block No. 28, SDA Complex, Kasumpti,
Shimla – 171009

Sir,

Sub: Bid for Operation & Maintenance of Toll Free Number Service
Ref: RFP for Operation & Maintenance of Toll Free Number Service, issued by
DoT&CA

Being duly authorized to represent and act on behalf of.....
(hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the proposal requirements and information collected and provided to us by DOT&CA in respect of the captioned Project, the undersigned hereby submits the Proposal on behalf of (Name of the Bidder) in response to the RFP for the abovementioned Toll Free Number Service Project in one (1) original and two (2) duplicate, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our proposal is valid for a period of 6 months from (insert the proposal Due Date)

We understand that any omission, commission, miss-statement in factual statements made by us will make our Bid invalid at any time during the course of Bidding Process and also after award of the Project. DOT&CA reserves the right to take appropriate action accordingly. We understand that DOT&CA reserves the right to accept or reject any or all the Bids and reserves the right to withhold and/or cancel the Bidding Process.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Operation and Maintenance Agreement.

Yours faithfully,

For and on behalf of
Name of Bidder – (Lead Member of Consortium)

Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

APPENDIX II – GENERAL INFORMATION (Cover 1)

1. Bidder details
 - a. Name of the Bidder
 - b. Bidder's Constitution (Proprietorship / Partnership / Private Limited / Public Limited)
 - c. Country of incorporation
 - d. Address of corporate headquarters and its branch office(s), if any, in India
 - e. Date of incorporation and/or commencement of business.
2. Brief description of the Bidder including details of its main lines of business
3. Details of individual (s) who will serve as the point of contact / communication within the Company:
 - a. Name
 - b. Designation :
 - c. Company :
 - d. Address :
 - e. Telephone Number :
 - f. E-Mail Address :
 - g. Fax Number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
 - a. Name :
 - b. Designation :
 - c. Address :
 - d. Phone No. :
 - e. Fax No. :

.....
Signature of the Authorised Person
(Name, Designation and Address)

**APPENDIX III – FORMAT FOR POWER OF ATTORNEY FOR BID
SIGNATORY (Cover 1)**

(On Stamp Paper of relevant value and duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Operation & Maintenance and marketing of HP Tourism Toll Free Number Service ('Project'), including signing and submission of all documents and providing information/ responses to DOT&CA in all matters before DOT&CA, and generally dealing with DOT&CA in all matters in connection with our Bid for the said Project. We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant's Signature
(Name, Title and Address)

I Accept
Attorney Signature
(Name, Title and Address of the Attorney)

Attested
Executant

Notes:

1. To be executed by the sole Bidder
2. 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.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

4. In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

APPENDIX IV – FORMAT OF BID AFFIDAVIT (Cover 1)

(To be furnished by the bidder on a Rs. 100- non-Judicial Stamp Paper and notarized)

I, the undersigned, do hereby certify that all statements made in the bid are true and correct to the best of my belief and knowledge.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the DOT&CA to verify this statement or regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of DOT&CA.

Deponent
(Signed by an authorized signatory)
(Title of the Signatory)
(Name of the Organization)
(Date)

APPENDIX V – FORMAT OF BID UNDERTAKING (Cover 1)

Date: _____

To
The Director/Commissioner,
Department of Tourism & Civil Aviation,
Block No. 28, SDA Complex, Kasumpti,
Shimla – 171009

Sir,

Ref: Bid for Operation & Maintenance of HP Tourism Toll Free Number Service

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by DOT&CA and in any subsequent communication sent by DOT&CA. Our Bid is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the DOT&CA. We would be solely responsible for any errors or omissions in our Bid.

We hereby declare that we have read and understood the rules governing the Operation & Maintenance of the HP Tourism Toll Free Number Service, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the Toll Free Number Service Operation & Maintenance Project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the DOT&CA, in this RFP and Project Agreements including adherence to the areas/ capacities/ specifications/ regulations as have been detailed by the DOT&CA in this regard.

We also undertake to execute the Operation & Maintenance of the HP Tourism Toll Free Number Service within 60 days of the issue of Letter of Award and further incorporate in the Project Operation Plan all such comments/ suggestions provided by DOT&CA.

We also commit to abide by the decision of DOT&CA on all matters relating to the Operations and Maintenance of the Project.

For and on behalf of:

(Signature of the authorized person)

Name of the person:

Designation:

Signed by the Bidder

APPENDIX VI – ANTI-COLLUSION CERTIFICATE (Cover 1)

(To be furnished by the bidder on their letter heads)

Date: _____

To
The Director/Commissioner,
Department of Tourism & Civil Aviation,
Block No. 28, SDA Complex, Kasumpti,
Shimla – 171009

Sir,

Ref: Operation & Maintenance of HP Tourism Toll Free Number Service

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.

Dated this _____ Day of _____, 2009

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

APPENDIX VII – FORMAT OF LETTER OF COMMITMENT (Cover 1)
(To be submitted by the Bidding Company)

To
The Director/Commissioner,
Department of Tourism & Civil Aviation,
Block No. 28, SDA Complex, Kasumpti,
Shimla – 171009

Sir,

Ref: Operation & Maintenance of HP Tourism Toll Free Number Service

This has reference to the Bid being submitted by _____ (*name of Bidding Company*), in respect of the aforementioned Project.

We hereby confirm the following:

We, _____ have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:

1. The Request for Proposal and the other Bidding Documents issued by DOT&CA
2. All subsequent communications between DOT&CA and the Bidder, represented by _____ (*name of Bidding Company*)
3. The Bid being submitted by _____ (*name of Bidding*)

Dated this the _____ Day of _____ 2009

For _____
(*Name & Designation of person signing on behalf of the Bidder*)

APPENDIX VIII – FORMAT OF BANK GUARANTEE FOR BID SECURITY

(Cover 1)

(To be issued by a Scheduled Bank in India)

(To be executed on appropriate value of Non-Judicial Stamp Paper as per Stamp Act prevailing in the State of Himachal Pradesh)

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head Office / Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of.....

The Department of Tourism & Civil Aviation, (hereinafter called "DOT&CA") having its office at SDA Complex, Kasumpti, Shimla 171009, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS, M/s. _____ Ltd., , having its registered office at _____ (hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its / their executors administrators, successors and assigns, intends to bid to operate, maintain and market the HP Tourism Toll Free Number Service (hereinafter referred to as the Bid).

And WHEREAS, in terms of the RFP, the Bidder is required to furnish to Department of Tourism & Civil Aviation (**DOT&CA, which expression shall include its successors and assigns**), a Bank Guarantee for a sum of Rs 1,00,000 (Rupees One lakh only) towards _____ for the aforesaid Bid.

KNOW ALL MEN by these presents that we, as the Guarantors are bound to DOT&CA, to pay to it, in terms of this Deed of Guarantee, on behalf of ----- [*Insert the name of the Bidding Company*] the sum of Rs. 1,000,00 (Rupees One lakh only). The Guarantor binds itself and its successors and assigns by these presents. This Bank Guarantee is irrevocable and issue of any prior notice by DOT&CA for invoking it is hereby waived.

Sealed with the Common Seal of the Bank this _____ day of _____ 2009.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor, as primary obligor shall, without demur, pay to DOT&CA an amount not exceeding **Rs. 1,000,00 (Rupees One Lakh only) (hereinafter referred to as the Guaranteed Amount)**, within 5 days of receipt of a written demand from DOT&CA calling upon the Guarantor to pay the said amount.

- b) The Bid security shall be forfeited in the following cases:
- If in DOT&CA's opinion, the Bidder has committed a material breach of any of the terms and / or conditions contained in the RFP and / or subsequent communication from DOT&CA in this regard; and / or
 - If the Bidder modifies or withdraws the Bid except as provided in Clause 7.5 of the RFP and / or
 - If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; and / or
 - If the Bidder fails or refuses to execute the Letter of Allotment (in the event of the award of the Project to it) within the time limit specified for the same; and / or
 - If the Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by DOT&CA; and / or
 - If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect
- c) Any such demand made on the Guarantor by DOT&CA shall be conclusive and absolute as regards the forfeiture of the Guaranteed Amount due and payable by the Guarantor under this Guarantee.
- d) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of DOT&CA is disputed by the Bidder or not.
- e) This Guarantee shall be irrevocable and remain in full force for a period of 6 (Six) Months from ___the _____, ___ or for such extended period as may be mutually agreed between DOT&CA and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- f) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder / the Guarantor or any absorption, merger or amalgamation of the Bidder/ the Guarantor with any other person.
- g) In order to give full effect to this Guarantee, DOT&CA shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement / non-exercise / delayed exercise of any of its rights by DOT&CA against the Bidder or any indulgence shown by DOT&CA to the Bidder and the Guarantor shall not be relieved from its obligations under this bank guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of DOT&CA or any indulgence by DOT&CA to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

h) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Signed and Delivered by _____ Bank

by the hand of Mr/Ms _____

its _____ and authorised official

(Bank's Seal to be affixed)

APPENDIX IX - MEMORANDUM OF UNDERSTANDING

(MoU to be executed by the Consortium Members on Rs.100 Stamp Paper)

The MoU should at least cover the following: -

- Correct names and addresses of incorporation of each of the members.
- Specific Roles of each member of the consortium in the HP Tourism Toll Free Service project.
- Equity participation commitment by each member of the consortium and total Shareholding pattern (Prime bidder to have more than 51% equity)
- Lock in period for equity of each member(for prime bidder it should be atleast 5 years)
- Mechanism for decision making in the JV Company/ consortium and dispute resolution mechanism

ANNEXURE X - DECLARATION REGARDING CLEAN TRACK RECORD

(To be given separately incase of consortium partners)

Date:

To
The Director/Commissioner,
Department of Tourism & Civil Aviation,
Block No. 28, SDA Complex, Kasumpti,
Shimla – 171009

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document No. _____ regarding election of Service Agency for Operation and Maintenance of HP Tourism Toll Free Number service in Himachal Pradesh. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations. I further certify that I am, competent authority in my company has authorised me to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

APPENDIX XI – FORMAT FOR FINANCIAL OFFER (Cover 2)

Date:

To
The Director/Commissioner,
Department of Tourism & Civil Aviation,
Block No. 28, SDA Complex, Kasumpti,
Shimla – 171009

Sir,

**Ref: Financial Offer for Operation & Maintenance of HP Tourism Toll Free
Number Service**

I/ we offer to operate, maintain, manage & market the HP Tourism Toll Free Number Service on the stipulated terms and conditions and other particulars therein. I / we hereby submit our unconditional Financial Offer for

Year	Amount (Rs)
Financial support sort from DoT&CA on per call centre seat per month basis	

This proposal and all other details furnished by us shall constitute a part of our Bid. I / we understand that DOT&CA is not bound to accept the lowest or any Bid received.

I/ we agree that my / our Bid shall remain valid for a period of 6 months from the Bid Due Date prescribed for submission of proposal. I / we confirm that our Financial Offer is unconditional and that we accept all terms and conditions specified in the RFP. I/ we agree to bind by this offer if we are the Selected Bidder.

For and on behalf of:

Signature:

(Authorised Representative and Signatory of the Bidding Company)

Name of the Person:

Designation:

SEAL OF THE BIDDING ENTITY