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Request for Proposal (RFP)
for
Selection of Telecom Service Providers for Inbound and Outbound Calls and Toll-Free Services through SIP Trunks for the Chief Minister Helpline, Government of Gujarat

Tender No. XXXXXX

Issued by:
CM Helpline Coordination Unit, General Administration Department (ARTD), Government of Gujarat

CM Helpline Coordination Unit
6th floor, A wing, Block no.1,
Karmayogi Bhavan, Sector-10
Gandhinagar – 382010

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Abbreviations:

Sr. No.	Acronyms	Definition
1	**ACD**	Automatic call distributor
2	**ACR**	Abandoned Call rate
3	**AHT**	Average Handle Time
4	**App**	Mobile Application for Chief Minister Helpline for citizens
5	**ASA**	Average Speed of Answer
6	**CMH-CU**	CM Helpline – Coordination Unit
7	**G2C**	Government to Citizen
8	**GoI**	Government of India
9	**GoG**	Government of Gujarat
10	**IGSMS**	Integrated Grievance & Services Management System
11	**L1**	Qualified bidder with lowest commercial bid
12	**MIS**	Management Information System
13	**NIC**	National Informatics Center
14	**PBG**	Performance Bank Guarantee
15	**POI**	Point of Interconnect
16	**PRI**	Primary Rate Interface
17	**RFP**	Request for Proposal / Tender document
18	**RFP**	Request for Proposal
19	**SIP**	Session Initiation Protocol.
20	**SLA**	Service Level Agreement
21	**SOP**	Standard Operating Procedure
22	**TAT**	Turn Around Time
23	**TC**	Tender Committee
24	**TSP**	Telecom Service Provider
25	**CMH-CU**	CM Helpline – Coordination Unit

Disclaimer

The information contained in this Tender or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided. This Tender is issued by CM Helpline Coordination Unit (Authority). This Tender 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 Tender is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Selection of Bidder. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements, and information contained in this Tender, 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 Tender and obtain independent advice from appropriate sources.

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CM Helpline Coordination Unit (Authority) may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER document.

Fact Sheet

1	**Tender No.**	**XXXXX/XXX/2026**
2	**Name of the Work**	**CM Helpline Coordination Unit (CMH-CU),** **General Administration Department** invites bids for the Providing Inbound and Outbound Call and Toll-Free Services through SIP Trunks.
3	**Name of the issuer of this tender**	**CM Helpline Coordination Unit (CMH-CU)** **General Administration Department**
4	**Date of issue of tender document**	24/Aug/2026 (Time as per GeM portal)
5	**Last date sending Pre-Bid Query**	31/Aug/2026 by 12:00 PM
6	**Pre-Bid Meeting**	01/Sep/2026 at 03:00 PM At Office of **CM Helpline Coordination Unit (CMH-CU)** **General Administration Department (ARTD)** 6th Floor, Wing-A, Block-1, Karmayogi Bhawan, Gandhinagar, Gujarat - 382010 Pre-bid queries will be answered to those Bidders only who have submitted their queries before last date of submission of bid queries (as mentioned in point no. 5 in this fact sheet). **Meeting Link:** https://teams.microsoft.com/meet/325225761382198?p=8kezuv4KVPT34ErlEi Meeting ID: 325 225 761 382 198 Passcode: v88RV7qG
7	**Last Date for Submission of Bid**	dd/Sep/2026 (Date & Time as per GeM portal) Note: Technical Proposal to be submitted physically on or before 17/September/2026 by 14:00 hrs at CMH-CU Office.
8	**Date of Bid Opening**	dd/Sep/2026 (Date & Time as per GeM portal)
9	**Address of Communication**	**CM Helpline Coordination Unit (CMH-CU)** **General Administration Department** 6th Floor, Wing-A, Block-1, Karmayogi Bhawan, Gandhinagar, Gujarat - 382010
10	**Earnest Money Deposit (EMD)**	Rs. 20,00,000/- (INR Twenty Lakhs only) EMD may be submitted in the form of Demand Draft/Bank Guarantee

		Scan copy of DD/BG should be uploaded in https://gem.gov.in/ portal. Original copy of the DD/BG should be submitted to CMH-CU office between 03:00 PM to 05:00 PM on or before the last date of bid submission. Please refer Annexure 3.
11	**Availability of Tender Document**	TENDER can be downloaded from https://gem.gov.in/
12	**Validity of EMD**	EMD must remain valid for 180 days after the last date of Submission of Bid
13	**Performance Bank Guarantee (PBG)**	5% of Contract Value; Non-conditional PBG drawn in favour of Under Secretary, General Administration Department payable at Gandhinagar (Annexure-4)
14	**Method of Selection**	**Least Cost Selection (LCS)**
15	**Mode of Bid Submission**	Bid submission will be online through https://gem.gov.in/ only.
16	**Consortium or JV**	Not permitted
17	**Contact person for sending queries**	**CM Helpline Coordination Unit (CMH-CU),** **General Administration Department (ARTD),** **6th Floor, Wing-A, Block-1, Karmayogi Bhawan, Sector- 10A, Gandhinagar, Gujarat - 382010** Email: cmhelpline-ccu@gujarat.gov.in
18	**Reverse Auction**	**Yes**

Note:

1. The date of opening of the commercial bids will be intimated to the qualified Bidders before the due date through email.
2. The CM Helpline Coordination Unit (CMH-CU), General Administration Department reserves the right to change any schedule of the bidding process. Please visit GeM website (https://gem.gov.in/) regularly for the same.
3. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline **will not be considered** in this procurement process.

1 About Project

CM Helpline Coordination Unit (CMH-CU) intends to establish a dedicated Call Centre for the Chief Minister Helpline for the Gujarat State Government. The Call Centre Agency (CCA) will provide a streamlined platform for citizens to raise grievances, ensuring that their issues are addressed in a timely and transparent manner. The Call Centre will be a key tool in improving citizen-government interaction, fostering trust, and ensuring that the administration is responsive to public needs. Here Telecom Service Provider (TSP) plays a key role by providing stable, robust, secure, and uninterrupted telecom services by providing Inbound and Outbound Call and Toll-Free Services through SIP Trunks for the CM Helpline, for a period of five years. The contract may be extended by up to one (1) year at a time on the same terms and conditions, subject to performance and mutual agreement, with the total contract duration not exceeding seven (7) years. (Extension will be on sole discretion of CMH-CU/ Govt. of Gujarat.)

2 Envisaged Solution

All inbound calls originating from citizens shall be routed to the Call Centre through designated Short Codes and Toll-Free Numbers. These numbers shall be mapped to the SIP Trunk infrastructure, ensuring high availability, redundancy, and efficient call routing to the Call Centre system. The TSP shall ensure minimal latency, high call quality (as per TRAI/DoT standards), and adequate capacity to handle peak call volumes without congestion. The estimated call volume is 20,000 incoming calls per day, with an average call duration of approximately 180 seconds.

In addition to inbound services, the solution shall support outbound calling capabilities. Call Centre Executives (CCE) shall be able to initiate outbound calls to citizens for purposes such as feedback collection, grievance follow-ups, awareness campaigns, and other administrative communications. The outbound calling facility shall also be routed through the SIP Trunk provided by the TSP, with appropriate CLI masking and compliance with regulatory guidelines.

The TSP shall be responsible for:

- Provisioning, configuration, and maintenance of SIP Trunks
- Allocation and management of Toll-Free Numbers and Short Codes (Inbound & outbound)
- Ensuring uptime, redundancy, and disaster recovery support
- Adherence to all applicable regulatory and security requirements
- Providing detailed Call Detail Records (CDRs) and usage reports for monitoring and billing

- Providing cause code reports for analysis

The overall telecom infrastructure shall be designed to be scalable, secure, and compliant, enabling uninterrupted and efficient communication between citizens and the Call Centre.

3 Scope of Work

The TSP shall **design, supply, install, integrate, commission, operate, maintain, and support** a robust SIP trunking solution including all hardware, software, network components, and associated services.

3.1 Scope of Services

3.1.1 The TSP shall undertake the **complete lifecycle management** of the SIP trunking solution, including but not limited to **design, supply, installation, integration, testing, commissioning, operation, maintenance, monitoring, upgrade, and support** throughout the contract period.

The SIP trunk services must be provisioned, billed, supported, and maintained directly by the bidder, without involvement of third-party intermediaries based on usage validated by CCA.

3.1.2 The scope shall encompass provisioning and management of telecom connectivity, infrastructure, toll-free services, call routing, redundancy mechanisms, reporting systems, and regulatory compliance, ensuring uninterrupted and efficient functioning of the Call Centre operations. SIP solution should be Standard SIP (no proprietary dependencies)

There will be two (2) Telecom Service Providers (TSPs) who will be appointed to ensure high availability.

Primary Telecom Service Provider (TSP1):

The Primary Service Provider shall be responsible for handling 100% of inbound call traffic through the designated Toll-Free Number(s) under normal operating conditions. In addition, TSP1 shall also support outbound calling services as required by the Purchaser.

Secondary Telecom Service Provider (TSP2):

The Secondary Service Provider shall be primarily responsible for outbound calling services and shall act as a redundant/failover service provider for inbound traffic in the event of degradation, failure, or non-availability of services from TSP1.

TSP2 shall be required to comply with all technical, operational, and contractual terms and conditions specified in this RFP, except for the requirement of provisioning Toll-Free Number(s).

3.2 SIP Trunking and Capacity Requirements

3.2.1 The TSP shall provision SIP trunking infrastructure with a minimum capacity of:

- **One Hundred and Fifty (150) SIP Channels for inbound (toll-free) calls**, (For TSP1) and
- **One Hundred Twenty (120) SIP channels for outbound calls** (For TSP2)

These capacities should be operationalized at the designated Call Centre location.

3.2.2 seamless expansion to higher volumes, without degradation in quality of service.

3.2.3 The solution shall be designed to handle large call volumes, with indicative traffic projections of approximately 20,000 inbound calls per day and 4,000 outbound calls per day, which may vary depending on operational requirements.

3.2.4 The TSP shall ensure that the infrastructure is highly scalable, enabling increase and decrease in no. of channels.

3.2.5 The Client reserves the right to increase or decrease the number of SIP trunks or channels at any point during the contract period, based on operational needs. The TSP shall comply with such changes within a notice period of 7 days, without any impact on the agreed pricing structure.

3.3 Network Connectivity and Architecture

3.3.1 The TSP shall provide SIP connectivity over an IP-based network, preferably using Ethernet interfaces with RJ-45 termination and/or OFC plugin into Network switch, ensuring compatibility with the Client’s existing infrastructure. The last-mile connectivity shall be provisioned over fiber optic links, with dual, geographically diverse paths to ensure redundancy and resilience against network failures. The solution shall incorporate dual handoff architecture, where the primary and secondary connections are routed through separate physical paths and, wherever feasible, through different network providers to ensure high availability.

Both Telecom Service Providers (TSP-1 and TSP-2) shall terminate their respective services at the following location:

6th Floor, Wing-E/F, Block-3, Karmayogi Bhawan, Sector 10 A, Gandhinagar, Gujarat – 382010

The TSPs shall be responsible for providing last mile connectivity up to the above-mentioned location.

This includes provisioning, laying, testing, and commissioning of required telecom links, OFC cabling, and associated infrastructure up to the designated demarcation point. Please note that Connectivity on RF is not acceptable. Bidders need to provide confirmation on this by attaching Network connectivity diagram.

The TSP shall implement automatic failover mechanisms, ensuring seamless transition between redundant paths without service disruption or perceptible impact on call quality. TSP shall extend similar connectivity to any additional sites that may be commissioned during the contract period.

3.4 Toll-Free Services and Numbering Plan

3.4.1 The TSP shall provide and manage toll-free services, including the configuration of short codes (Inbound & outbound) and toll-free numbers, ensuring seamless access for citizens across the country.

3.4.2 The system shall support masking of toll-free numbers with designated short codes, ensuring ease of access and uniformity in communication.

3.4.3 The TSP shall ensure that all inbound calls are accessible from all telecom service providers across India, including mobile, landline, prepaid, and postpaid connections.

3.4.4 All helpline numbers (incoming and outgoing) shall be maintained under the "Not to be Barred" (NTB) category to prevent service interruptions.

3.4.5 The TSP shall obtain all required approvals, licenses, and configurations from regulatory authorities such as DoT and TRAI, and ensure compliance with all applicable guidelines.

3.4.6 All toll-free and short codes remain property of CMH-CU and must be ported without dependency on TSP.

3.4.7 The Toll-Free Number Service shall support seamless switching between Primary and Secondary Service Providers to ensure redundancy. In the event of a failure or outage of the Primary Service Provider’s SIP trunks, all incoming calls on Toll Free Number shall automatically switch over to the Secondary Service Provider without service disruption. Upon restoration of the Primary Service Provider’s SIP trunks, the system shall automatically revert traffic back to the Primary Service Provider.

3.4.8 The bidder shall provision and manage Direct Inward Dialing (DID) and Direct Outward Dialing (DOD) numbers as part of the SIP Trunk service for the Call Center operations. The bidder shall allocate a sufficient block/range of DID numbers as per the requirement. The bidder shall enable Direct Outward Dialing (DOD) functionality for all required extensions/users. Outgoing calls shall present Assigned DID/DOD numbers.

3.4.9 The bidder shall ensure full compliance with all applicable DoT/TRAI regulations regarding CLI presentation for outbound calls. All outbound calls must display a valid and authorized Caller Line Identification (CLI) which belongs to the allocated number range.

3.4.10 In case of any notifications, guidelines, or directives issued by Department of Telecommunications (DoT) and/or Telecom Regulatory Authority of India (TRAI) regarding caller ID masking, prefixing, or classification of calls, the bidder shall ensure Implementation of prescribed prefixes such as 1600, 1400 etc. and/or any future numbering or masking scheme instructed by regulators. The bidder shall ensure proper configuration of outbound CLI such that the required regulatory prefix is correctly applied, the caller ID is accurately displayed on the called party’s device, and no calls are transmitted with invalid, spoofed, or non-compliant CLI. The bidder shall ensure proactive updates to comply with future regulatory changes, implement such updates at no additional cost, and carry them out with minimal disruption to services.

3.5 Infrastructure Provisioning and Deployment

3.5.1 The TSP shall be responsible for provisioning all necessary telecom infrastructure, including but not limited to SIP gateways, routers, session border controllers, multiplexers, converters, codecs, and associated network components required for delivering the services.

3.5.2 All equipment provided shall be:

- Rack-mounted within the Client's designated space
- Equipped with **dual power supply mechanisms**
- Fully compliant with **IPv6 standards.**

3.5.3 The infrastructure design shall include **redundant hardware components** and high-availability configurations to eliminate single points of failure. The Warranty and maintenance will be taken care by the Service Provider themselves.

3.5.4 The TSP shall complete the deployment and commissioning of services within **Fourteen (14) days from the issuance of the Letter of Intent (LoI)**.

3.5.5 In case of expansion/transfer/relocation to new locations or additional sites, the TSP shall complete deployment within **2 Weeks** from the date of request without any incurred cost.

3.6 Integration and Compatibility

3.6.1 The TSP shall ensure seamless integration of the SIP trunking solution with the Client's existing and future **Call Centre platforms, telephony systems, and ACD infrastructure**.

3.6.2 The solution shall support standard SIP signaling protocols and shall incorporate **encryption mechanisms such as Secure SIP (SIPS) and Transport Layer Security (TLS)**.

3.6.3 The TSP shall support industry-standard audio codecs including **G.711, G.722, G.729, AMR, etc.** and any other relevant codecs required to ensure optimal voice quality.

3.6.4 The TSP shall provide necessary interfaces such as **APIs, secure FTP, or other integration mechanisms** for sharing Call Detail Records (CDRs), MIS reports, and other operational data.

3.7 Call Handling and Functional Features

3.7.1 The TSP shall support Toll-frees inbound calling, including **Onnet and Offnet communication**, on a per-second billing basis.

3.7.2 The solution shall include advanced call handling features such as:

- Conference calling capabilities
- Call Transfer facility
- Intelligent call routing and load distribution
- Automatic failover across multiple trunks
- Pilot number-based routing for redundancy

3.7.3 The system shall also support integration with emergency/non-emergency helpline numbers (e.g., 112, 108), including the ability to establish conference calls between multiple parties when required.

3.7.4 The TSP shall provide detailed call-level information, including **call disposition, release cause codes, and failure reasons**, to support operational monitoring and analysis.

3.8 Quality of Service (QoS)

3.8.1 The TSP shall implement robust Quality of Service (QoS) mechanisms to ensure consistent and high-quality voice communication.

3.8.2 This shall include voice traffic prioritization using **DSCP markings**, implementation of **Low Latency Queueing (LLQ)**, and **Weighted Fair Queuing (WFQ/CBWFQ)** techniques.

3.8.3 Adequate bandwidth shall be reserved and dynamically managed for voice traffic to minimize latency, jitter, and packet loss, even during peak traffic conditions.

3.8.4 The TSP shall ensure the following minimum voice quality benchmarks are always met during the contract period:

Parameter	Minimum Standard
One-way Latency	≤ 100 milliseconds (end-to-end, TSP network segment)
Jitter	≤ 20 milliseconds

Parameter	Minimum Standard
Packet Loss	≤ 0.5%
Echo	Compliant with ITU-T G.131

3.8.5 The TSP shall deploy passive or active voice quality monitoring tools capable of measuring, latency, jitter, and packet loss on an ongoing basis, and shall make this data available to the Purchaser through the MIS portal in real time or near-real time (not exceeding 15-minute intervals).

3.8.6 The TSP shall submit a monthly Voice Quality Report containing sampled, latency, jitter, and packet loss statistics for the reporting period, along with the methodology and tools used for measurement.

3.8.7 The Purchaser reserves the right to conduct independent third-party voice quality audits at its own cost, and the TSP shall provide necessary access and cooperation for such audits.

3.9 Security Requirements

3.9.1 The TSP shall ensure the security of all communication channels through the implementation of **end-to-end encryption mechanisms**, including TLS and SIPS protocols.

3.9.2 The TSP shall adopt robust **key management practices**, network segmentation, and access control measures to safeguard the infrastructure from unauthorized access and cyber threats.

3.9.3 A comprehensive incident response framework shall be established, covering detection, mitigation, reporting, and recovery from security incidents.

3.10 Business Continuity and Redundancy

3.10.1 The TSP shall design and implement a **high-availability architecture** that ensures continuous service delivery with minimal downtime.

3.10.2 The solution shall incorporate:

- Redundant network paths
- Backup infrastructure
- Automatic failover and rerouting capabilities

- Primary to secondary & vice versa switch over facility

3.10.3 The TSP shall conduct periodic **failover and resilience testing** and provide documentation of such tests along with corrective actions.

3.11 Operations, Monitoring and Support

3.11.1 The TSP shall provide **round-the-clock monitoring and support services (24x7x365)** through a Network Operations Centre (NOC).

3.11.2 The NOC shall continuously monitor network performance and proactively identify and resolve issues.

3.11.3 The TSP shall assign a dedicated **Single Point of Contact (SPOC)** and provide a well-defined **escalation matrix** for issue resolution.

3.12 MIS, Reporting and Portal

3.12.1 The TSP shall provide a **secure, web-based portal** for real-time monitoring and reporting.

3.12.2 The portal shall offer detailed insights including but not limited to :

- Service uptime and availability
- SIP channel utilization
- Call Detail Records (CDRs)
- Cause Code Analysis report
- Latency Report
- Call performance and billing reports
- DNC/NDNC (Do Not Call/National Do Not Call) Compliance Reports

3.12.3 The platform shall support:

- API or file-based integration
- Role-based access for authorized users

3.13 Maintenance and Support

3.13.1 The TSP shall be responsible for **end-to-end maintenance** of all equipment and services provided under this contract.

3.13.2 Preventive maintenance shall be carried out on a **quarterly basis**, and reports shall be submitted to the Client.

3.13.3 All incidents shall be managed in accordance with defined SLAs, and detailed **Root Cause Analysis (RCA)** reports shall be provided.

3.14 Scalability and Change Management

3.14.1 The TSP shall ensure that the solution is fully scalable and flexible, allowing dynamic adjustment of capacity based on demand.

3.14.2 The TSP shall support onboarding of additional locations and services under the same contractual terms.

3.15 Roles and Responsibilities of TSP

3.15.1 The TSP shall act as the single point of accountability for the entire call connectivity and shall manage all aspects of project execution and service delivery.

3.15.2 The TSP shall ensure adherence with all SLA compliances, regulatory requirements, and security standards.

3.16 Service Availability

3.16.1 The services shall be operational on a 24x7X365 basis throughout the year.

3.17 Regulatory Compliance

3.17.1 The TSP shall ensure full compliance with all applicable telecommunication regulations, guidelines, and statutory requirements issued by relevant authorities.

3.17.2 The TSP shall provide necessary certifications confirming successful testing of services across telecom circles and operators.

3.18 Deliverables

3.18.1 The TSP shall provide the following deliverables on monthly basis:

- Network architecture diagrams
- Compliance and certification documents
- SLA and performance reports
- Incident and RCA reports
- Preventive maintenance reports
- Cause Code Report
- Latency Report
- Uptime & Downtime report

3.19 Commercial Framework

3.19.1 The pricing model shall be based on:

- Per-second call usage charges (Onnet/Offnet)
- Per SIP channel charges, where applicable

3.19.2 Payments shall be made monthly against raised invoices for relevant monthly usage subject to verification of service performance, applicable SLA compliance and penalty compliance.

3.20 Redundant Telecom Service Provider (TSP) Requirement (Secondary SIP Trunking Setup)

3.20.1 In order to ensure uninterrupted services and maintain high availability of inbound and outbound calling operations, it is mandatory to have **fully functional and operational redundant SIP trunking setup** through a **Secondary Telecom Service Provider (TSP)**, in addition to the primary TSP proposed under this RFP.

3.20.2 The redundant SIP trunking solution shall be capable of **handling complete incoming toll-free traffic** in the event of failure, degradation, congestion, or non-availability of the primary TSP's network or services. All inbound calls shall automatically switch over to the secondary TSP without the need for manual intervention, ensuring continuity of service.

3.20.3 The redundant SIP trunks must be configured, tested, and maintained in an **active-standby mode**, as approved by the Purchaser, ensuring seamless failover and restoration of telecom services.

3.20.4 The Secondary TSP shall provide independent, dedicated network paths, last-mile connectivity, and routing arrangements, fully isolated from the primary TSP infrastructure, to eliminate single points of failure and to ensure true redundancy at network, link, and service levels.

3.20.5 The Bidder shall carry out full end-to-end integration of both Primary and Secondary SIP trunks with the Purchaser's telephony/contact center platforms and IGSMS application, including call routing logic, failover logic, numbering plan configurations, and necessary interoperability testing.

3.20.6 Periodic **failover drills** shall be conducted by the Bidder, in coordination with secondary telecom providers, at intervals determined and/or as and when required by the Purchaser. The Bidder shall submit failover test reports, call reachability reports, and corrective actions undertaken.

3.20.7 The Bidder shall ensure that both Primary and Secondary TSPs support accessibility of the Purchaser's toll-free/short-code numbers across all telecom networks nationwide, including all mobile and landline operators, as mandated by TRAI/DoT guidelines.

3.20.8 All costs related to provisioning, integrating, testing, maintaining, and operating the redundant SIP trunks, including infrastructure, bandwidth, licenses, and associated equipment—shall be borne by the individual service providers and shall be deemed included in the quoted commercial proposal.

3.20.9 The redundant SIP trunking setup shall adhere to all security, QoS, encryption, compliance, and reporting requirements stipulated in this RFP, without exception.

3.20.10 Failure by the Primary Service Provider to provision and maintain the switch-over mechanism to the Secondary TSP for redundancy shall constitute **Non-Compliance**, attracting applicable SLA penalties and potentially resulting in termination of the contract for non-performance.

3.21 Project Duration

The contract shall initially be awarded for a period of five (5) years from the date of signing of the Agreement. Subject to mutual consent of all Parties and satisfactory performance of the telecom service providers, CMH-CU may extend the contract for up to one (1) year at a time, with the total tenure not exceeding seven (7) years (5+1+1). For period of extension, revision in identified rates may be subjected to consideration of CMH-CU.

3.22 Tri-Party Agreement

The successful Bidders (TSP-1 & TSP-2) shall mandatorily enter into a tri-party agreement with the Call Centre Agency (CCA) and the CMH-CU. The agreement shall clearly define roles, responsibilities, service boundaries, integration ownership, SLA obligations, incident management, and dispute resolution mechanisms. No Bidder shall deny responsibility citing dependency on the other party. Seamless end-to-end service delivery shall be the joint responsibility of all the parties involved. The TSPs shall ensure end-to-end integration of their SIP channels with the Call Centre platform in coordination with the CCA.

4 Service level Agreement

4.1 Up Time SLA

Services Offered	Service level	Penalties
Uptime of Services	Uptime of the services mentioned in tender / agreement should meet level of 99.8%. Uptime (%) = **(**Available Time **-** Downtime) **/** Available Time**)** × 100	**A.** For mentioned service levels, if service level falls below the defined criteria, then it will attract a penalty of 1% of monthly invoice amount for every percentage of downtime till 95.8%
		B. For mentioned service levels, if service level falls below 95.8% then it will attract an additional penalty of 2% of monthly invoice for every percentage of downtime. e.g. If uptime is 90 %, the penalty calculation shall be as follows: i. 4% penalty for 99.8%- 95.8% ii. 11.6 % (5.8*2) for 95.8%-90% Total penalty :15.6%
Deployment of services including hardware and installation	The telecom service provider will be required to start the services within 14 Days of issuance of LoI	Any delay beyond the specified time limit will attract a penalty of Rs. 5,000 every day.

4.2 Point of Interconnect (PoI) Congestion SLA

Point of Interconnect (PoI) Congestion refers to the condition where calls fail or are blocked at the interconnection points between telecom networks due to insufficient capacity or network congestion, resulting in call rejection, call blocking, or inability to complete call setup.

The congestion level is typically measured using Grade of Service (GoS), defined as the ratio of blocked call attempts to total call attempts at the PoI.

The Service Provider shall ensure that:

PoI congestion always remains within TRAI/DoT prescribed limits

Adequate capacity is provisioned at all interconnect points to avoid call blocking

% of call failures due to TSP Internal network	Penalty	Source	Exclusions
More than 1% of the calls failing due to errors like Call attempt per second (CAPS) / SBC overloading, Internal errors etc within the TSP network.	5% of total cost of monthly bill amount	Based on Cause code mapping -	All planned events notified at least 7 days in advance or force majeure events
More than 2 incidents of POI (Point of Interconnect) congestion beyond the TRAI / DOT prescribed acceptable limits	5% of total cost of monthly bill amount	Based on Cause code mapping -	All planned events notified at least 7 days in advance or force majeure events
Delay in submission of preliminary RCA of an incident	Rs 2,000 per day (or part thereof) for delay beyond 3 days	Based on the recorded incident	Excluded if final RCA is submitted within 3 days
Delay in submission of final RCA of an incident	Rs 2,000 per day (or part thereof) for delay beyond 7 days	Based on the recorded incident	Excluded if final RCA is submitted within 7 days

4.3 Voice Quality SLA

Voice quality shall be measured on a monthly basis using the latency, jitter, and packet-loss data reported under this RFP, computed as an average across all monitored calls (or a statistically valid sample, minimum 5% of total call volume) for the billing month.

Parameter	Service Level	Penalty
One way Latency	≤ 100ms	1% of monthly invoice for every 20 ms above threshold, up to a maximum of 5%
Jitter	≤ 20 ms	1% of monthly invoice for every 10 ms above threshold, up to a maximum of 5%
Packet Loss	≤ 0.5%	1% of monthly invoice for every 0.5% above threshold, up to a maximum of 5%

Penalties for up-time SLA, call failure SLA and Voice Quality breach are applicable concurrently and shall not exceed 20% of the billing amount for the month.

The CMH-CU reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. CMH-CU shall implement all penalty clauses after giving due notice to the bidder.

If the Service Provider reaches the maximum penalty cap for three (3) billing cycles within a rolling six-month period, it shall be deemed a material breach of contract. In such cases, the Authority reserves the right to:

a) Terminate the contract without any financial liability to CMH-CU. (Refer clause 8.3)

b) Invoke the Performance Bank Guarantee

c) Engage alternate service provider at the risk and cost of the TSP

Upon reaching 90% of the penalty cap in any billing cycle, the Service Provider shall submit a Performance Improvement Plan within 7 days.

Imposition of penalty or reaching cap shall not waive Authority’s right to take further action.

5 Eligibility Criteria

#	Specific Requirements	Documents Required
1	a) The Bidder should be a legal entity registered in India and be in operations for a period of at least last 5 (Five years) as on last date of submission of bid. b) The Bidder should be: A company registered under Companies Act, 1956/2013 OR A partnership firm registered under Partnership Act, 1932 OR A Limited Liability Partnership registered under Limited Liability Partnership Act, 2008.	• Certificate of Registration/ Incorporation under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability partnership Act 2008, as the case may be. • Memorandum and Articles of Association. • ITR of last 3 FYs (FY 2022-23, 2023-24 and 2024-25) along with Chartered Accountant /Statutory Auditor's Certificate for business operations continuity for FY 2024-25
2	The Bidder must have minimum average annual turnover of INR 150 Crores during the last three financial years (FY 2022-23, FY 2023-24, FY 2024-25).	• Audited financial statements (balance sheet, profit and loss statement) for last three Financial Years (FY 2022-23, 2023-24 and 2024-25) from Statutory auditor / Chartered Accountant • Turnover Certificate from Statutory auditor / Chartered Accountant
3	The bidder must be a Telecom Service Provider (TSP) holding a valid Unified License, Unified Access Service License (UASL), and National Long Distance (NLD) issued by the Department of Telecommunications (DoT), Government of India. (Participation through resellers, franchisees,	• Copy of valid telecom license issued by DoT/TRAI • Copy of DoT Unified License • Certificate of Incorporation • Audited financial statements • Self-declaration of not being a reseller/partner • Network diagram / capability statement

#	Specific Requirements	Documents Required
	channel partners, system integrators, CPaaS Providers, call aggregators are strictly prohibited) The bid must be submitted only by the licensed Telecom Service Provider in its own name.) The bidder must own and operate core telecom infrastructure (switching, routing, numbering resources, and network backbone) and should not rely on third-party leased SIP trunk services for delivery. The bidder must provide SIP Trunk services directly under its own licensed telecom network. The bidder must comply with DoT security guidelines, Lawful Interception & Monitoring (LIM) requirements, and other regulatory obligations. The license should remain valid for the entire contract period.	
4	The Bidder should have at least 3 years of experience as on 31 March 2026 in providing SIP trunks to Contact Centers, BPOs, or Government organizations, and should have successfully deployed and operated a minimum of 100 SIP trunks for at least 3 clients in India.	• Work Orders / Completion Certificates/Agreements
5	The Bidder should have successfully implemented at least 3 projects involving SIP trunking for Government/PSU Call Centers in the last five financial years (FYs	• Client certificates / Work Orders / Agreements

#	Specific Requirements	Documents Required
	2021–22, 2022–23, 2023–24, 2024–25, and 2025–26).	
6	The Bidder must have a 24x7 Network Operations Centre (NOC) and support infrastructure in India.	• Self-certification / details of NOC
7	The Bidder should not be blacklisted/debarred by any Government/PSU organization as on bid submission date.	• Affidavit of non-blacklisting/de-barred signed & stamped by Bidder on stamp paper of value INR 300
8	The Bidder should not be under insolvency, bankruptcy, or liquidation proceedings and should not have any regulatory violations.	• Undertaking on company letterhead
9	The Authorized Signatory must be duly authorized to submit the bid and sign the contract.	• Power of Attorney / Board Resolution • POA in the name of Authorized signatory to sign the bid on stamp paper of value Rs. 300
10	The Bidder must have valid GST registration in India.	• GST Certificate copy

Any Bid failing to meet any of the above stated qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation.

6 Instructions to the Bidders

6.1 General

- While every effort has been made to provide comprehensive and accurate background Information and requirements, Bidders must form their own Conclusions about the Telecom Service Provide required for Inbound and Outbound Call and Toll-Free Services through SIP Trunks. Bidders and recipients of this Tender may wish to consult their own legal advisers in relation to this Tender.
- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the CMH-CU on the basis of this Tender.
- 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 CMH-CU. Any notification of preferred Bidder status by the CMH-CU shall not give rise to any enforceable rights to the Bidder. The CMH-CU may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the CMH-CU.
- This Tender supersedes and replaces any previous public documentation & Communications, and Bidders should place no reliance on such communications.

6.2 Compliant Tenders / Completeness of Response

Bidders are advised to study all instructions, forms, requirements, appendices, and other information in the Tender documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- Comply with all requirements as set out within this Tender.
- Include all supporting documentations specified in this Tender.

6.3 Pre-Bid Meeting & Clarifications

Bidders Queries

a) CMH-CU shall hold a pre-bid meeting with the prospective Bidders on Date & time and Address mentioned in Fact Sheet of this document.
b) The two (2) authorized representatives of interested organization may attend pre-bid conference at their own cost after giving prior intimation to CMH-CU.

c) Pre-bid queries of only those Bidders will be responded who have registered themselves on or before response of pre-bid queries is released.

d) Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications along with the registration.

e) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to CMH-CU by email (Excel File only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only the authorized representative of the Bidder.

f) Prospective Bidders may visit the project site to familiarize themselves with the infrastructure. The date and time of such visit shall be informed to CMH-CU on the date as mentioned in the Fact Sheet of this document.

g) The queries should necessarily be submitted in the following format:

Name of the Bidder<<…………………………………………………………………………….>>

Contact Number and Address of the Bidder- <<…………………………………………….>>

Sr. No.	Participant	Section No.	Page No.	Tender Clause	Query	Remarks
1						
2						
3						
4						

h) CMH-CU shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the CMH-CU.

i) Bidders must confirm their participation in advance.

The purpose of the meeting is to provide Bidders information regarding the Tender, project requirements, and opportunity to seek clarification regarding any aspect of the Tender and the project. However, the 'CMH-CU' reserves the right to hold or re-schedule the Pre-Bid meeting.

6.4 Responses to Pre-Bid Queries and Issue of Corrigendum

a) The Officer notified by the CMH-CU will endeavour to provide timely response to the queries. However, CMH-CU makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CMH-CU undertake to answer all the queries that have been posed by the Bidders.

b) At any time prior to the last date for receipt of bids, CMH-CU may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.

c) The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the GeM portal (https://gem.gov.in/). Any such corrigendum shall be deemed to be incorporated into this Tender.

d) In order to provide prospective Bidders with reasonable time for taking the corrigendum into account, CMH-CU may, at its discretion, extend the last date for the receipt of Proposals.

6.5 Key Requirements of the Bid

6.5.1 Right to Terminate the Process

a) CMH-CU may terminate the Tender process at any time and without assigning any reason. CMH-CU makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b) This Tender does not constitute an offer by CMH-CU. Participation in the tender process only enables a bidder to be considered for selection by CMH-CU and, if selected, to proceed toward execution of the Contract.

c) **Order of Precedence**: CMH-CU's Guidelines, Rules, and Regulations outlined in this document followed by corrigendum or addendum if any will take precedence over the GeM Guidelines.

6.5.2 Earnest Money Deposit (EMD)

a) The agency must submit EMD as per details mentioned in Fact sheet.

b) EMD of all unsuccessful Bidders will be refunded by CMH-CU within 60 days of the Bidder being notified as being unsuccessful after the contract agreement is signed with the selected Bidder.

c) EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.

d) The EMD may be forfeited:

i. If a Bidder withdraws its bid during the period of bid validity.
ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this Tender.

e) The EMD of successful Bidders (Primary and Secondary) will be returned after submission of the security deposit in the form of a Bank Guarantee (as per Annexure-3) valid for the period of 5 years and 6 months, effective from the date of agreement. Bank Guarantee is to be re-submitted additionally if extension is given.

6.5.3 Power of Attorney (PoA)

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure 1 mentioned in this TENDER.

7 Preparation and Submission of Proposal

7.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the Tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, providing any additional information required by CMH-CU to facilitate the evaluation process, and in negotiation of a definitive contract or all such activities related to the bid process. CMH-CU will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.2 Language

The Proposal should be filled by the Bidders in the English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

7.3 Evaluation Process & Clarification

a) CMH-CU will constitute a Tender Evaluation Committee to evaluate the responses of the Bidders.
b) The Tender Evaluation Committee constituted by the CMH-CU shall evaluate the responses to the Tender and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.

c) The decision of the Tender Evaluation Committee in the evaluation of responses to the Tender shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
d) The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
e) The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations (If any clarification is needed on the documents).
f) Each of the responses shall be evaluated as per the criterions and requirements specified in this Tender.
g) In the event that the L1 bidder fails or refuses to sign the contract, or is otherwise unable to proceed for any reason, the Committee reserves the right to consider the L2 and then L3 bidders for further negotiation.

7.4 Tender Opening

Received bids will be opened online. Participated Bidders can be present online through portal (https://gem.gov.in/)

7.5 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender.

7.6 Tender Evaluation

a) **Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive.**
   i. If Proposals are not submitted in as specified in the Tender document.
   ii. Received without the Letter of Authorization (Power of Attorney).
   iii. Are found with suppression of details
   iv. With incomplete information, subjective, conditional offers and partial offers submitted
   v. Submitted without the documents requested in the checklist
   vi. Have non-compliance with any of the clauses stipulated in the Tender
   vii. With lesser validity period.
b) **All responsive Bids will be considered for further processing as below.**
   Tender evaluation Committee will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process defined in this TENDER document. The decision of the Committee will be final in this regard.

i. The Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
ii. CMH-CU may request additional clarification documents from Bidders based on the submissions made as part of the bid response. However, no new documents will be entertained for bid evaluation purposes after the bid submission deadline, except for those specifically submitted in response to clarification requests raised by the Tendering Authority.
iii. Further, the scope of the evaluation committee may also cover taking any decision with regard to the Tender Document, execution/ implementation of the project including the management period.
iv. The Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidders' representatives who are present shall sign a register giving evidence of their attendance.

Proposal document shall be evaluated as per the following steps:

a. Preliminary Examination of Eligibility Criteria documents:

The Eligibility Criteria document will be examined to determine whether the Bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document will be rejected and will not be considered further.

b. Evaluation of document:

A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document.

All supporting documents submitted in support of Eligibility Evaluation matrix should comply the following: -

- Soft copies of supporting documents to be submitted on the GeM portal however CMH-CU may request for clarification for incomplete details or may request for hard copies in quality print as and when required.
- Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted.
- Completion certificate should clearly indicate the value and duration of the project.

- In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.

Bidders failing to comply any of the above then the Bid will be summarily rejected.

7.7 Deciding Award of Contract

a) CMH-CU reserves the right to ask for a technical elaboration/clarification from the Bidder on the already submitted Proposal at any point of time before opening the Commercial Proposal. The Bidder shall furnish the required information to CMH-CU and its appointed representative on the date asked for, at no cost to the CMH-CU. The CMH-CU may at its discretion, visit the office of the Bidder at any-time before the signing of Agreement.

b) CMH-CU shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing them that their Commercial Proposals will be returned unopened/rejected online during selection process.

c) The Bidder’s name, the Financial Quotes, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the CMH-CU at the opening of the bid.

d) CMH-CU shall inform selected Bidders whose proposals are accepted via issuance of Letter of Intent (LoI). The Bidder shall acknowledge the LoI and return the duplicate copy duly sealed and signed, within seven days from the issue of the LoI by CMH-CU.

e) Since the requirement under this RFP is for empanelment of two (2) Telecom Service Providers, the evaluation shall be undertaken separately for different commercial components.

f) **For the purpose of ensuring redundancy and uninterrupted service delivery, no single bidder shall be awarded both the Inbound & Toll-Free Services (TSP-1) and Outbound Call Services (TSP-2) categories.**

g) **The bidder declared as L1 for the Inbound & Toll-Free Services category shall be awarded the contract as Primary Telecom Service Provider (TSP-1). In the event that the same bidder is also ranked L1 for the Outbound Call Services category, such bidder shall not be considered for award under the Outbound Call Services category. In such case, the bidder ranked next in order of financial evaluation, namely L2, shall be awarded the Outbound Call Services contract and designated as Secondary Telecom Service Provider (TSP-2).**

h) **Separate Work Order will be issued to TSP1 and TSP2.**

i) After acceptance of LoI, Performance bank guarantee (PBG) 5 % of Total Bid Value ((5% of final price quoted by TSP1 and TSP2) shall be deposited as specified in this document for signing an Agreement with CMH-CU.
j) CMH-CU will sign the Agreement with selected Bidder for a period of 60 months.
k) In case L1 Bidder cannot execute or accept the work order then the decision to:
    - issue the Work Order to the next eligible bidder after successful negotiation, or
    - cancel/scrap the current RFP process and initiate a fresh tender, shall rest solely with the Committee.

Bid Evaluation Methodology

(A) Evaluation for TSP 1

- The bidder quoting the **lowest inbound rate** shall be designated as **L1 (TSP1)**

L1 = Lowest (Inbound Toll-Free Rate per second)

(B) Evaluation for Sec TSP 2

- The bidder quoting the **lowest unlimited calling plan** shall be designated as **L1 (TSP2)**

L1 = Lowest unlimited calling plan.

7.8 Reverse Auction and TSP Selection Process

a) All qualified bidders shall participate in the Financial Bid Opening and the subsequent Reverse Auction (RA-1 & RA-2 for TSP-1 and TSP-2 respectively).

b) The bidder emerging as **L1 in RA-1** shall be selected as **TSP-1** and considered for award of Work Order.

c) Upon selection, **TSP-1 shall be excluded from further participation** in the selection process for TSP-2.

d) A second Reverse Auction (**RA-2**) shall be conducted among the remaining qualified and eligible bidders.

e) The bidder emerging as **L1 in RA-2** shall be selected as **TSP-2** and considered for award of Work Order.

f) Under no circumstances may the same bidder be selected as both **TSP-1 and TSP-2**. The two contracts shall be awarded to **two different Telecom Service Providers** to ensure service redundancy.

g) After completion of both the selection process, Lowest Bidder (L1) for TSP1 will be selected and Lowest Bidder (L1) for TSP2 will be selected.

h) The Reverse Auction process, as applicable and prescribed under the GeM portal guidelines prevailing at the time of procurement, shall be followed for finalization of the contract.

7.9 Modification and Withdrawal of Bids

a) The Bidder is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of bids as in accordance with GeM guidelines.

b) Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

7.10 Proposal Forms

a) Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

b) For all other cases, the Bidder shall design a form to hold the required information.

c) CMH-CU shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

7.11 Local Conditions

a) Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.

b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The CMH-CU shall not entertain any request for clarification from the Bidder regarding such local conditions.

c) It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the CMH-CU. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the CMH-CU on account of failure of the Bidder to know the local laws / conditions.

d) The Bidder is expected to visit and examine and study the location as specified above and its surroundings and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

7.12 Contacting the CM Helpline Coordination Unit, Gandhinagar, Gujarat

a) Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
b) The Bidder shall not approach any officers related to tender process, from the time of the proposal opening till the time the Contract is awarded.

7.13 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Fact Sheet.

7.14 Opening of Proposal

First, the envelope containing Earnest Money Deposit (EMD) will be opened online, and if it is found, that the Bidder has furnished all the documents in the prescribed manner, then the second envelope containing Bidder's Proposal will be opened online.

The commercial proposal will be opened for qualified Bidders. The Evaluation Committee or its authorized representative will open the tenders.

Sequence of online Bid is as follows:

a) EMD
b) Eligibility Criteria
c) Commercial

7.15 Confidentiality

a) As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any CMH-CU of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business processes and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

b) The Bidder shall keep confidential any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidder shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.

c) At all times during the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Bidder should note that before any of its employees or assignees are given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms of this tender and such rules, policies, standards, guidelines, and procedures applicable to its employees or CCEs.

d) The Bidder should not disclose to any other party and shall keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

e) The obligations of confidentiality under this section shall survive even after completion of this contract and the parties entering in to the contract shall sign a non-disclosure agreement with CMH-CU and adhere to its provisions if any lapse is found or it is found that the parties are using confidential data for any purpose without prior sanction of CMH-CU , it will attract strict legal actions and they will have to pay the claims and damages as may be asked by CMH-CU.

f) The successful Bidder must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to them for the execution of the work.

g) The Bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.

h) If at any stage it is found that the Bidder is using the data provided by the CMH-CU any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land, and the contract will be terminated without assigning any reasons.

i) Disclosure of any information, including personal data and IGSMS-related data, is strictly prohibited. Any unauthorized access, sharing, or leakage of such information and/or data shall constitute a serious violation and will attract stringent legal and disciplinary action, including penalties as per applicable laws and organizational policies.

j) Bidder shall not disclose to anyone, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

7.16 Execution of Agreement

After acknowledgement of the LoI by the selected Bidders, a performance security of 5% of the contract value must be deposited in the form of FDR/TDR/DD/BG of any nationalized /Scheduled Bank in the name of the Under Secretary, General Administration Department (GAD) till the term of the Agreement and shall sign the Agreement within Twenty-one (21) days from the issue of LoI.

7.17 Duration of the contract

The engagement contract for selected Bidder shall initially be valid for a period of 5 years or 60 months from the date of signing of Agreement. CMH-CU may further extend the same for 1 year and thereafter for a further period of one (1) year (i.e., 5+1+1 years) based on mutual consent.

8 Terms and Conditions: Applicable Post Award of Contract

8.1 Payment Milestones

The successful Bidder shall submit monthly invoices as per the actual service provided with below mentioned supporting documents and it should be verified by concerned department. TSP shall be paid as per the payment schedule detailed in the RFP.

The monthly payment will be initiated with following supporting documents along with Invoice.

- SLA Compliance
- MIS Reports
- Payment verification form & penalty advice (if any)

8.2 Total Cost of Services

The total cost of the Services payable is set forth as per the successful Bidder proposal to Concerned authority and as negotiated thereafter.

Payments under this Contract shall not exceed the amount specified in the Commercial Form.

8.3 Termination Clause

8.3.1 Termination for Convenience

a) CMH-CU may, at its sole discretion and without assigning any reason, terminate this Contract, either wholly or partially, by giving the Selected Bidder thirty (30) days' prior written notice.

b) Upon receipt of such notice, the Selected Bidder shall: a) Immediately cease all further services, except such work as may be expressly directed by CMH-CU for the purpose of orderly closure, protection of completed deliverables, or transition of services; b) Hand over to CMH-CU all deliverables, documents, reports, data (where applicable), configurations, records, and other materials developed or procured under the Contract up to the effective date of termination.

c) During the notice period, both primary and secondary TSPs will, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission, impede or otherwise interfere with the party's endeavor to remedy the default which gave rise to the commencement of such notice period.

d) CMH-CU shall pay the Selected Bidder the Contract Price properly attributable to services satisfactorily performed and formally accepted up to the termination date.

e) In case of termination, the Bidder will be paid for the work/services already delivered till the date of termination after deduction of penalties, if any.

f) No compensation shall be payable for loss of profit, loss of opportunity, or any work not executed.

8.3.2 Termination for Default

a) CMH-CU may terminate this Contract, in whole or in part, upon the occurrence of an Event of Default as defined under Clause 8.11.

b) If SLAs are not maintained properly and do not provide services as per SLAs, then CMH-CU has right to foreclose contract.

c) If deductions on account of penalties & liquidated damages exceed more than 10% of the total contract price.

d) In case the CMH-CU finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project.

e) In case the selected Bidder fails to deliver the quantity and/or service as stipulated in the delivery schedule, the CMH-CU reserves the right to procure the same or similar services from alternate sources at risk, cost, and responsibility of the selected Bidder.

f) Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default and give the other party an opportunity to correct the default.

g) Upon expiry of the notice period, in the event that the Bidder fails to cure the default to the satisfaction of the CMH-CU, the CMH-CU may terminate the Agreement without any further liability.

h) Such termination shall be without prejudice to CMH-CU's right to:
    a. Levy Liquidated Damages.
    b. Invoke Performance Security.
    c. Recover additional costs incurred due to risk purchase.
    d. Exercise any other remedies available under this Contract.

i) In case of termination of the Bidder, the CMH-CU shall forfeit the bank guarantee (performance security) and may blacklist the Bidder and/or the OEM.

8.3.3 Termination for Insolvency

Notwithstanding anything contained elsewhere in this Contract, CMH-CU may terminate the Contract with immediate effect, without any cure period, if the Selected Bidder:

a) Becomes insolvent or bankrupt.

b) Is subject to winding-up, liquidation, or dissolution proceedings; or

c) Has a receiver, liquidator, administrator, or similar authority appointed over its business or assets.

8.3.4 Termination due to Force Majeure

a) Where a Force Majeure Event continues for a period exceeding sixty (60) days and substantially prevents performance of the Contract, either Party may terminate the Contract by giving thirty (30) days' written notice.

b) Upon such termination, payments shall be restricted to services actually rendered and accepted up to the date of termination.

c) Neither Party shall be liable for termination arising solely due to such Force Majeure Event, except for accrued obligations.

8.3.5 Consequences and Survival of Termination

a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], CMH-CU shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the

Service(s), with which the Telecom Service Provider (TSP) shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor TSP to take over the obligations of the erstwhile TSP in relation to the execution/continued execution of the scope of the Contract.

b) Nothing herein shall restrict the right of CMH-CU to invoke the Purchaser Guarantee and other guarantees and pursue such other rights and/or remedies that may be available to CMH-CU under law or otherwise.
c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
d) TSP shall support seamless port-out without downtime during exit.

8.4 Dispute Resolution Mechanism

The Parties shall first endeavour to resolve all disputes amicably through mutual consultation and negotiation.

If unresolved within fifteen (15) days, the dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended.

Seat and venue: Gandhinagar or Ahmedabad, Gujarat

Each Party shall bear its own costs unless otherwise awarded.

8.5 Notices

All notices under this Contract shall be in writing and delivered by hand, registered post, email, or facsimile to the designated addresses.

Notices shall be deemed effective upon delivery or tender, whichever is earlier.

8.6 Failure to agree with Terms and Conditions of the TENDER

Failure of the successful Bidder to agree with the Terms & Conditions of the TENDER shall constitute sufficient grounds for the annulment of the award, in which event CMH-CU may award the contract to the next best value Bidder or call for new proposals from the interested Bidders, or invoke the PBG of the most responsive Bidder.

8.7 Limitation of Liability

The liabilities arising from fraud, wilful misconduct, indemnity obligations, breach of confidentiality, intellectual property infringement, or violation of Applicable Laws, the aggregate liability of the Selected Bidder shall not exceed the value of the relevant Work Order issued under this Contract.

8.8 Right of Monitoring, Inspection and Periodic Audit

CMH-CU shall have the right to monitor, inspect, and assess the performance of the Selected Bidder at any time during the term of the Contract, upon providing reasonable prior notice.

CMH-CU may also conduct, either itself or through an authorized agency, periodic audits (technical, financial, or process-related)

The Selected Bidder shall provide full cooperation, access to premises, systems, records, and personnel for such audits.

Any non-compliance or deviation identified shall be rectified within the timeframe specified by CMH-CU, failing which default proceedings may be initiated.

8.9 Information Security

The Selected Bidder shall ensure that all information, data, documents, and materials belonging to CMH-CU are handled securely and shall not be removed, copied, disclosed, or transmitted without prior written approval.

Upon termination of the Contract or upon demand by CMH-CU, the Selected Bidder shall immediately return or securely destroy all such information, including copies in physical or electronic form, and certify compliance where required.

8.10 Indemnity

The Selected Bidder shall indemnify, defend, and hold harmless CMH-CU from and against all losses, damages, claims, costs, and expenses arising out of:

a) Negligence, fraud, wilful misconduct, or omissions of the Selected Bidder or its personnel.
b) Breach of any contractual obligation, representation, or warranty.
c) Third-party claims, including infringement of intellectual property rights.

The indemnity obligation shall be limited to one hundred percent (100%) of the total Contract Value and shall survive termination or expiry of the Contract.

8.11 Events of Default by the Selected Bidder

An Event of Default shall occur if the Selected Bidder:

a) Fails to perform any of its obligations or comply with lawful instructions or directions issued by CMH-CU.
b) Fails to meet agreed service levels, KPIs, milestones, or timelines; If SLA penalties exceed **20% of the monthly invoice value for** three (3) billing cycles within a rolling six-month period, it shall constitute an Event of Default.
c) Fails to rectify defects, deficiencies, or deviations notified by CMH-CU within the prescribed time.

d) Makes any representation or warranty that is found to be false or misleading.
e) Is in breach of any Applicable Law, statutory requirement, or regulatory direction; or
f) Becomes insolvent or subject to insolvency-related proceedings.

8.12 Liquidated Damages

If the Selected Bidder fails to meet timelines, milestones, or performance requirements, CMH-CU may levy Liquidated Damages at rates specified in the Contract, subject to an overall ceiling of ten percent (10%) of the total Contract Value.

Liquidated Damages may be recovered from any amounts due to the Selected Bidder or by invocation of Performance Security.

The Levy of Liquidated Damages shall not relieve the Selected Bidder from its obligation to complete the Contract or from any other contractual liabilities.

8.13 Continuance of the Contract

Notwithstanding the existence of any dispute, arbitration proceedings, levy of Liquidated Damages, or issuance of a Notice of Default, the Selected Bidder shall continue to perform its obligations under the Contract so as to ensure continuity and uninterrupted delivery of services.

8.14 Conflict of interest

The Selected Bidder shall promptly disclose any actual or potential conflict of interest arising during the performance of the Contract.

CMH-CU may require appropriate mitigation measures or take action, including termination, if such conflict adversely affects the Contract.

8.15 Severance

If any provision of this Contract is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

8.16 Governing Language

This Contract, and all correspondence relating thereto, shall be written and interpreted in the English language.

8.17 "No Claim" Certificate

Upon final acceptance of services and submission of a "No Claim Certificate" in the prescribed form, the Selected Bidder shall have no further claims against CMH-CU arising out of this Contract.

8.18 Publicity

The Selected Bidder shall not make or permit any public announcement, press release, or media communication relating to this Contract without prior written approval of CMH-CU.

8.19 Intellectual Property Rights (IPR)

Use of documents and Information.

a) The Bidder shall not, without prior written consent from CMH-CU, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the CMH-CU, in connection therewith, to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

b) The Bidder shall not, without prior written consent of CMH-CU, make use of any document or information made available for the project, except for purposes of performing the Contract.

8.20 General

A. Relationship between the Parties

a) Nothing in the Contract constitutes any fiduciary relationship between the CMH-CU and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and CCE, or partnership, between the CMH-CU and Selected Bidder.

b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

c) CMH-CU will not be under any obligation to the Implementation Agency's Team except as agreed under the terms of the Contract.

B. No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of CMH-CU.

C. Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership shall survive the expiry or termination of this Contract, and, in relation to confidentiality, the obligations shall continue to apply unless CMH-CU notifies the Selected Bidder of its release from those obligations.

D. Entire Contract

The terms and conditions laid down in the Tender and all annexures thereto as well as the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

E. Governing Law

This Contract shall be governed in accordance with the laws of India.

F. Jurisdiction of Courts

The High Court of Gujarat has exclusive jurisdiction to determine any proceeding in relation to the Contract.

G. Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

H. Notices

A “notice” means:

a notice or a consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed to have been effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery, if personally delivered:

To

The Director,
CM Helpline Coordination Unit
General Administration Department
6th Floor, Wing-A, Block-1, Sector-10A, Karmayogi Bhawan,
Gandhinagar, Gujarat - 382010

Contact No: 079-23255445 or 079-23255446
Email: cmhelpline-ccu@gujarat.gov.in

To Selected Bidder at:
Attn:
Address:
Phone:

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

I. Waiver

a) Any waiver of any provision of this Contract shall be effective only if is in writing and signed by the Party waiving its rights.
b) A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
c) The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

J. Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

K. Taxes

a) Bidders are required to quote the charges inclusive of all taxes. The same would be shown as a separate line item in the commercial form in the GeM portal.
b) Any upward/downward revision of taxes or applicability of a new tax shall be permissible at the time of invoicing. However, to arrive at the bid value of the respective Bidder, Bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.

L. Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

8.21 Fraud and Corrupt Practices

a) The Bidders and their respective officers, employees, agents, representatives, and advisers shall observe the highest standards of ethics, integrity, and probity during the Selection Process and throughout the execution of the Contract.

b) Notwithstanding anything to the contrary contained in this Tender, CMH-CU shall be entitled to reject a Proposal, without incurring any liability whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through any agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively referred to as "Prohibited Practices") in the Selection Process.

c) In such an event, CMH-CU shall, without prejudice to any other rights or remedies available under the Tender, the Contract or applicable law, be entitled to forfeit and appropriate the Bid Security or the Performance Security, as applicable, as mutually agreed genuine pre-estimated compensation and damages, towards the time, cost and effort incurred by CMH-CU in relation to the Tender, including the examination, evaluation and consideration of the Bidder's Proposal.

d) Without prejudice to the above and to any rights and remedies available to CMH-CU under the Letter of Intent or the Agreement, if a Bidder or the Selected Bidder, as the case may be, is found to have engaged in any Prohibited Practices either during the Selection Process or after issuance of the Letter of Intent or execution of the Agreement, such Bidder shall be rendered ineligible to participate in any tender or procurement process issued by CMH-CU for a period of two (2) years from the date on which such determination is made by CMH-CU.

Definitions of Prohibited Practices

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

a) **"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 Selection Process; or

II. Offering employment, engagement, or any benefit, directly or indirectly, to any official who is or has been associated with the Selection Process, the Letter of Intent, or the Agreement, at any time prior to the expiry of one (1) year from the date such official resigns, retires, or otherwise ceases to be in the service of CMH-CU; or

III. Engaging, whether during the Selection Process or after issuance of the Letter of

Intent or execution of the Agreement, any person who has been or is a legal, financial, or technical consultant or adviser of CMH-CU in relation to the Project, without disclosure and approval.

b) "**Fraudulent practice**" means any misrepresentation, omission of facts or disclosure of incomplete or misleading facts, made with an intent to influence the Selection Process or the execution of the Contract.
c) "**Coercive practice**" means impairing, harming, or threatening to impair or harm, directly or indirectly, any person or property with a view to influencing participation or action in the Selection Process.
d) "**Undesirable practice**" means:
    I. Establishing contact with any person connected with or employed or engaged by CMH-CU for the purpose of canvassing.
    II. Lobbying or attempting to influence, directly or indirectly, the Selection Process in any manner; or
    III. Having or failing to disclose a Conflict of Interest.
e) "**Restrictive practice**" means forming a cartel or entering into any understanding or arrangement among Bidders with the objective of restricting or manipulating free and fair competition in the Selection Process.

8.22 Terms of Payment

a) The Selected Bidder shall bear all costs relating to site surveys, conveyance, audits, inspections, and any other incidental expenses required for performance of the Services.
b) The prices and payments under the Contract shall be inclusive of all costs associated with the solution and Services, unless otherwise expressly provided in the Contract.

8.23 Obligations

The Selected Bidder shall be obligated to implement any changes, modifications, or enhancements to the scope of Services or Deliverables once such changes are duly approved by CMH-CU in accordance with the relevant provisions of the Contract. Such approved changes shall take effect from the date mutually agreed upon between the Parties.

8.24 Notification of Award

Prior to the expiration of the Bid validity period, CMH-CU shall notify the successful Bidder(s) in writing that their Bid has been accepted, through issuance of a Letter of Intent or Notification of Award, subject to fulfilment of contractual conditions and execution of the Agreement.

8.25 Contract Period

The engagement contract for selected Bidder shall initially be valid for a period of 5 years or 60 months from the date of signing of Agreement. CMH-CU may further extend the same for 1 year and thereafter for a further period of one (1) year (i.e., 5+1+1 years) based on mutual consent.

8.26 Changes to Services (Authority Driven Change Management)

CMH-CU shall have the right, at any time during the term of the Contract, to require changes to the scope of Services, Deliverables, service volumes, performance parameters, operating procedures, reporting requirements, project schedules, or any other aspect of the Services, in order to meet operational, regulatory, or business requirements.

Upon receipt of such request, the Selected Bidder shall assess the proposed change and submit its impact assessment, including changes, if any, to manpower deployment, timelines, and commercial terms, within the time period specified by CMH-CU. CMH-CU shall evaluate the assessment and, if approved, issue a written change order (“Change Order”).

Notwithstanding anything to the contrary, minor variations, fluctuations in call volumes, changes in shift patterns, reporting formats, scripts, escalation matrices, training material, operating hours or performance benchmarks, which are incidental to delivery of Call Center services, shall be treated as part of the scope of Services and shall not require a Change Order or any additional payment, provided such changes do not materially alter the overall contract value.

Any change arising out of new or amended Applicable Laws, Government of India / Government of Gujarat directives, policies, guidelines, or regulatory requirements applicable to Call Center operations or public service delivery shall be implemented by the Selected Bidder without any additional cost or claim, unless such change demonstrably and materially alters the nature of the Services, in which case CMH-CU may, at its sole discretion, consider an appropriate Change Order.

No additional payment or modification to commercial terms shall be applicable unless expressly approved by CMH-CU through a duly executed Change Order. In the absence of such approval, the Selected Bidder shall continue to provide the Services in accordance with the Contract without disruption.

8.27 Exit Management

a) Exit Management Period

The Exit Management Period shall commence:

I. In the event of expiry of the Contract, on the date of expiry of the Contract; or
II. In the event of termination of the Contract, on the date on which the notice of termination is issued to the Selected Bidder.

The Exit Management Period shall continue until the earlier of:

I. The date mutually agreed in writing by CMH-CU and the Selected Bidder for completion of exit activities; or
II. One (1) month from the commencement of the Exit Management Period.

During the Exit Management Period, the Selected Bidder shall continue to provide such support and assistance as may be required to ensure business continuity and smooth transition of the Services.

b) Exit Management Plan

The Selected Bidder shall prepare and submit to CMH-CU, for review and approval, a detailed Exit Management Plan as a contractual deliverable.

The Exit Management Plan shall cover the Contract as a whole, including Project implementation and Operation & Maintenance / SLA obligations, and shall include, at a minimum:

I. Transition & Handover Program

A detailed transition plan to enable smooth transfer of Services to CMH-CU or a replacement Bidder, including:

- timelines, milestones, and responsibilities.
- measures to ensure uninterrupted service delivery during transition; and
- governance and management arrangements during the exit period.

II. Stakeholder Communication Plan

A structured communication plan for coordination with subcontractors, personnel, suppliers and other third parties to prevent any disruption to Project operations.

III. Post-Exit Support

Provision of reasonable handholding and contingent support to CMH-CU and/or the newly selected Bidder for a mutually agreed period after completion of transition.

The Exit Management Plan shall be updated as required based on directions issued by CMH-CU.

c) Handover of Assets, Data and Documentation

On or before completion of the Exit Management Period, the Selected Bidder shall hand over to CMH-CU or its nominated agency, in a complete and usable form, all Project-related artefacts, including but not limited to:

I. complete databases, datasets, and system logs.
II. source code, configurations, and build files.
III. process documents, policies, SOPs, and manuals.
IV. reports, records, and operational documentation; and
V. operation and maintenance manuals and artifacts,

Updated up to the effective date of transition or divestment.

d) Compliance with Law and Transfer of Rights

The Selected Bidder shall comply with all Applicable Laws to ensure transfer and assignment of all rights, title, and interest relating to the Project in favour of CMH-CU or its nominee, free from all encumbrances, liens, or claims.

e) Enforcement and Withholding

Failure of the Selected Bidder to comply with its obligations under this Clause shall be deemed a material breach of the Contract.

Without prejudice to any other rights available to CMH-CU, CMH-CU shall be entitled to:

- withhold any pending payments; and/or
- invoke the Performance Security; and/or
- recover costs incurred in completing exit and transition activities through alternate means.

The obligations under this Clause shall survive expiry or termination of the Contract to the extent necessary to give effect to an orderly exit and transition.

9 ANNEXURES

9.1 ANNEXURE 1: FORMAT FOR POWER OF ATTORNEY

(To be provided scanned copy of original as part of **Bidders Proposal** on stamp paper of value 300 required under law duly signed by Bidder for the tender)

Dated: ___________

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we_________(Name and Registered office address of the Bidder) do hereby constitute, appoint and authorize Mr._________(Name of the Person(s)), domiciled at___________(Address), acting as______(Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, 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 Proposal for **Selection Of Telecom Service Provider for Providing Inbound and Outbound Call and Toll-Free Services through SIP Trunks For Chief Minister Helpline for the State Of Gujarat**, vide Invitation for Tender (xxxxx Tender Document) Document dated____, issued by CMH-CU, GAD, including signing and submission of all documents and providing information and responses to clarifications/enquiries etc. as may be required by CMH-CU, GAD, Gandhinagar, Gujarat or any governmental authority, representing us in all matters before CMH-CU, GAD, Gandhinagar, Gujarat, and generally dealing with CMH-CU in all matters in connection with our Proposal for the Tender No. …………dated………..

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For ---------------------

(Signature)

(Name, Title, and Address)

Accept

(Attested signature of Mr.______________________________)

(Name, Title, and Address of the Attorney)

Notes:

To be executed by the Bidder

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

Also, wherever required, the executant(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 executants(s).

9.2 ANNEXURE 2: DECLARATION FOR NOT BLACKLISTED

(To be provided scanned copy of original on stamp paper of value 300 required under law duly signed by Bidder for the tender)

Affidavit of 300/- Stamp Paper

Date:.................................

To,

The Director,

CM Helpline Coordination Unit (CMH-CU)

General Administration Department

6th Floor, Block-1, Wing – A, Karmayogi Bhawan, Sector 10 A,

Gandhinagar, Gujarat – 382010.

Dear Sir,

Ref.: Tender No.

I/We..hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court/Public sector Unit/Central Government.

Signature of Bidder.......... Place:

Name................... Date:

Designation..................

Seal

9.3 ANNEXURE 3: DRAFT BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

To,

Under Secretary
General Administration Department
Block No. 1, New Sachivalaya, Sector-10
Gandhinagar, Gujarat - 382010

Whereas -- (here in after called "the Bidder") has submitted its bid dated ---------------- in response to the Tender no: xxxxxxxxxxxxxxxxxxx for ____ KNOW ALL MEN by these presents that WE --- having our registered office at --- (hereinafter called "the Bank") are bound unto the ______________, CMH-CU, GAD, in the sum of ---------------------- for which payment well and truly to be made to Under Secretary, General Administration Department, Government of Gujarat, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this --------------day of ---------------------------2026.

THE CONDITIONS of this obligation are:

The EMD may be forfeited, In case of a Bidder if:

1) The Bidder withdraws its bid during the period of bid validity.

a. The Bidder does not respond to requests for clarification of their Bid.

b. The Bidder fails to co-operate in the Bid evaluation process.

c. The Bidder, fails to furnish a Performance Bank Guarantee in time.

2) The Bidder fails to Sign the contract in accordance with this RFP.

3) The Bidder is found to be involved in fraudulent and corrupt practices.

We undertake to pay to the CMH-CU, GAD up to the above amount upon receipt of its first written demand, without CMH-CU, GAD having to substantiate its demand, provided that in its demand CMH-CU, GAD will specify that the amount claimed by it is due to it owing to the occurrence of any of the above-mentioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 180 Days from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the CMH-CU, GAD and further agrees that the guarantee herein contained shall continue to be enforceable till the CMH-CU, GAD discharges this guarantee The Bank shall not be released of its obligations under these presents by any exercise by the CMH-CU, GAD of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the CMH-CU, GAD or any other indulgence shown by the CMH-CU, GAD or by any other matter or things.

The Bank also agree that the CMH-CU, GAD at its option, shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the SELLER and not withstanding any security or other guarantee that the TENDERER may have in relation to the SELLER's liabilities.

Dated at ________________ on this _________ day of ___________2026.

Signed and delivered by______________________for & on Behalf of

Name of the Bank & Branch &___________________________

Its official Address with seal_______________________________________

Approved Bank: All Nationalized Banks, including the public sector bank or Private Sector Banks or Commercial Banks OR Co-Operative & Rural Banks (operating in India, having a branch at Ahmedabad/ Gandhinagar) as per the *G.R. No. EMD/4/2022/0002/DMO dated 20.05.2022* **issued by the Finance Department or further instructions issued by the Finance Department time to time.**

9.4 ANNEXURE 4: PERFORMANCE BANK GUARANTEE/PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To,

Under Secretary
General Administration Department
Block No. 1, New Sachivalaya, Sector-10
Gandhinagar, Gujarat - 382010

Dear Sir,

WHEREAS............................ (Name of Bidder) hereinafter called “the Bidder" has undertaken, in pursuance of the Agreement dated, (hereinafter referred to as "the Agreement for “RFP for XXXXXXXXXX” ***(Tender No. xxxxxxxxxxxxxxxxx Dated: xx.xx.xxxx)*** for the CMH-CU, GAD, Gandhinagar Gujarat.

AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing and maintaining the PROJECT.
1. WHEREAS we __________ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the CMH-CU, GAD the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to CMH-CU, GAD under the terms of their Agreement dated ________________. Provided, however, that the maximum liability of the Bank towards CMH-CU, GAD under this Guarantee shall not, under any circumstances, exceed ____________________________________ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from CMH-CU, GAD in that behalf and without delay/demur or set off, pay to CMH-CU, GAD any and all sums demanded by CMH-CU, GAD under the said demand notice, subject to the maximum limits specified above. A notice from CMH-CU, GAD to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

____

____

____

Attention Mr. _____________.

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of ____months from the date of its execution. The Bank shall extend the Guarantee for a further period, which may be mutually decided by the Bidder and CMH-CU, GAD.

The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder and the Bank.

4. The BANK also agrees that CMH-CU, GAD at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and not withstanding any security or other guarantee that CMH-CU, GAD may have in relation to the Bidder's liabilities.

5. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of CMH-CU, GAD or any other indulgence shown by CMH-CU, GAD or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

6. This Guarantee shall be governed by the laws of India, and the courts of Gandhinagar, Gujarat shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this ………………. Day of ……………………,2026

Witness:

(Signature)	(Signature)
(Name)	Bank Rubber Stamp
	(Name)
(Official Address)	Designation with Bank Stamp
	Plus, the Attorney, as per the Power of Attorney No.

Dated:

Approved Bank: All Nationalized Banks, including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India, having a branch at Ahmedabad/ Gandhinagar) as per the G.R. no. *G.R. No. EMD/4/2022/0002/DMO dated 20.05.2022* **issued by the Finance Department or further instructions issued by the Finance Department from time to time.**

Note: For the purpose of computation of the Performance Bank Guarantee (PBG), the contract value for TSP-1 shall be derived assuming an average inbound traffic of 25,000 calls per day, with an average call duration of three (3) minutes, over the entire five (5) year contract period. The PBG shall be submitted for an amount equal to 5% of the calculated contract value.

For TSP-2, the contract value shall be determined based on the quoted monthly rental charges for 120 SIP channels for the full five (5) year contract period, and the PBG shall be submitted for an amount equal to 5% of such calculated contract value.

9.5 ANNEXURE 5: PARTICULARS OF THE BIDDERS

Scanned copy of original as (duly signed by Bidder) as part of Technical Proposal to be uploaded online-

Sr. No.	Information Sought	Details to be Furnished	Document if any Page No.
1	Name and address of the bidding Company		
2	Incorporation status of the firm		
3	Year of Establishment		
4	Date of registration		
5	ROC Reference No.		
6	Details of company/ firm registration		
7	Details of registration with appropriate authorities for Tax		
8	Name, Address, email, Phone nos. And Mobile Number of Contact Person		

9.6 ANNEXURE 6: PROPOSAL COVERING LETTER

Scanned copy of original (duly signed by Bidder) as part of Technical Proposal to be uploaded online.

[Date]

To,

The Director,
CM Helpline Coordination Unit (CMH-CU)
General Administration Department
6th Floor, Block-1, Wing-A, Karmayogi Bhawan, Sector 10 A,
Gandhinagar, Gujarat – 382010.

Contact No: 079-23255445 or 079-23255446

Email: cmhelpline-ccu@gujarat.gov.in

Dear Sir,

We ………………………… (Name of the Bidder) hereby submit our proposal in response to notice inviting tender date ……………. and tender document no. ……… and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. We certify that the period of validity of bids is 180 days from the last date of submission of proposal.
4. We are quoting for all resources under all categories mentioned in the tender.
5. We, the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies as on the date of submission of Bid. CMH-CU, GAD, Gandhinagar, Gujarat may contact the following person for further Information regarding this tender:

a. Name and full address of office, Contact No., Email ID, Company Name

6. We are submitting our Eligibility Criteria proposal bid documents and technical bid documents.
   a. In soft format in GeM portal,
   b. Dated this__________Day of_______**2026.**

(Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am …………………………… of the ………………., and that ……………………………………………………………… who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date……………………..

(Seal here)

9.7 ANNEXURE 7: FINANCIAL PROPOSAL FORMAT

(To be filled online in GeM portal only)

Tender Document No. **XXXXXXXXXX**

To

The Director,
CM Helpline Coordination Unit (CMH-CU)
General Administration Department
6th Floor, Block-1, Wing-A, Karmayogi Bhawan, Sector 10 A,
Gandhinagar, Gujarat – 382010.

Sir,

I/We hereby submit our Proposal for the **Selection of Telecom Service Provider for Providing Inbound and Outbound Call and Toll-Free Services through SIP Trunks for Chief Minister Helpline for the State Of Gujarat** in accordance with the special Terms and Conditions as well as Scope of work. The rates should be quoted in the prescribed format given below: -

Note: The rate quoted should be inclusive of all cost in accordance with Scope of Work, no separate quotes will be entertained by competent authority.

The Bidder shall be required to provide the financial quotes as per the below table in the Bid on the GeM website.

Financial Bid Terms & Conditions

1. **Inclusive Pricing** – The price quoted shall be inclusive of all services mentioned in the Scope of Work (SOW), including manpower. Price quoted should include Application, Administrative, setup, Installation, Maintenance, any kind of software charges.
2. **Non-Variation Clause** – The price shall remain firm for the entire contract period and any of the services as specified in RFP shall not be affected by downsizing call traffic. Any change in operational load will not alter the unit rate or contract value unless approved under a formal Change Request.

Price Bid for Telecom Service Provider - 1 (TSP1)

(Toll Free Number Services and SIP Channels Qty.: 150)

Sr. No.	Particulars	Call Charge per sec (₹) (from all Operators) [Inclusive of tax]
1	Provision, operation, and management of toll-free services, including 150 SIP Channels, along with configuration and activation of toll-free numbers and short codes to ensure seamless nationwide accessibility. The Primary TSP shall carry 100% of inbound call traffic on the designated toll-free number(s). Additionally, TSP1 should support outbound calling services as and when required. (Including Rental charges for unlimited outbound calls)	

Price Bid for Telecom Service Provider - 2 (TSP2)
(SIP Channels Qty.: 120)

Sr. No.	Particulars	Rental Charges (Rs.) [inclusive of tax]
1	Provision, operation, and management of 120 SIP Channels for unlimited incoming and outgoing calls (rental charges). The TSP shall act as a secondary/redundant service provider, ensuring failover support for inbound traffic in case of degradation, failure, or non-availability of services from the primary TSP (TSP1).	

Note: Bidders need to quote for both TSP1 and TSP2. Bid will be rejected if quoted for only one.

Signature of Bidder........... **Place**..............................
Name.................... **Date**...............................
Designation..................
Seal

9.8 ANNEXURE 8: NOT TERMINATED, NOT BEING INSOLVENT OR IN RECEIVERSHIP OR BANKRUPT

(To be printed on INR 300/- Stamp Paper)

Date…………………………..

To,

The Director,

CM Helpline Coordination Unit

General Administration Department

6th Floor, Block No. 1, Wing-A, Karmayogi Bhawan, Sector-10A,

Gandhinagar, Gujarat – 382010

Sir,

In response to the Tender Ref. No. ____________________________ dated ___________ for "Selection for Call Centre Agency for Establishment, Operation & Maintenance of CM Helpline with IGSMS Portal.", as an Owner/Partner/Director of _______________________, I/We hereby declare that presently our Company/Firm ______________:

a. Has not been terminated by any Government/Semi-Government or Public Authority or Public Institution in India or abroad, before the completion of respective Contract period for which it has executed the project or in process of execution of such project, on account of its poor performance, delay, or abandonment of work by it.
b. Is not insolvent, in receivership, bankrupt or being wound up, does not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.

c. Neither the Company/Firm nor its directors and officers have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or has not been otherwise disqualified pursuant to debarment proceedings.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken, my/our security may be forfeited in full, and the tender, if any, to the extent accepted may be cancelled.

Yours sincerely,

Authorized Signature (in Full and Initials)
Name and Title of Signatory:
Name of Firm:
Address:
Email Address:
Contact Number:

9.9 ANNEXURE 9: NON-DISCLOSURE AGREEMENT (NDA)

NON-DISCLOSURE AGREEMENT

THIS NON - DISCLOSURE AGREEMENT (this 'Agreement') is executed at Gandhinagar, Gujarat on (Date) by and between

(Authority) having its registered office at …………….. (hereinafter referred to as the**"Disclosing Party",** which expression shall unless repugnant to the context shall mean and include its authorized personnel, agents, successors, and assigns).

AND

(Agency) having its registered office at **(Address)** (hereinafter referred to as the **"Receiving Party"** (which expression, unless repugnant to the context, shall mean and include its authorized personnel, agents, successors, and assigns)

In this Agreement, "**(Authority)**" (the Disclosing Party) and **(Agency)** (the Receiving Party) are referred to collectively herein as "Parties" and individually as a "Party". This agreement is made effective on the (date). This Agreement is effective up to contract duration.

WHEREAS:

This agreement is being enacted in conjunction with the engagement of **(Agency)**, which has been appointed as the designated agency responsible for delivering its services in accordance with the **(Work Order No… date….) "**.

NOW, THEREFORE, in consideration of the facts recited above, and in consideration of the mutual promises and covenants contained herein, and pursuant to the laws of the State, the parties hereby agree as follows:

1. Confidential Information:

1.1. **Definition:** "Confidential Information" shall mean and include any proprietary information provided, disclosed, or submitted by the Disclosing Party to the Receiving Party, under or related to this Agreement either directly or indirectly, in writing or orally, or in physical/sample form, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs, and code).

1.2. This definition includes information of third parties considered confidential by the Disclosing Party. Confidential Information encompasses, without limitation, security features, materials, trade secrets, intellectual property rights, know-how, formulae, processes, algorithms, ideas, strategies, inventions, data, network configurations, system architecture, designs, flowcharts, drawings, hardware, software, media, and their contents, proprietary information, business and marketing plans, financial and operational information, and any other information considered confidential by the Disclosing Party.

1.3. It also includes information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party or that may otherwise come into the possession or control of the Receiving Party. The term "Confidential Information" also includes any derivatives created from the Confidential Information of the Disclosing Party and any information obtained through the use or inspection of the Confidential Information of the Disclosing Party. Confidential Information also includes the Data Structure and Data Dictionary of proprietary software jointly owned by the Disclosing Party and Receiving Party.

1.4. The Receiving Party will only use confidential information for fulfilling their contractual obligations with the Disclosing Party and will not copy or share the information for any other purposes.

1.5. The Receiving Party shall not use the Confidential Information in any unlawful manner.

1.6. The Receiving Party shall be responsible for any costs, expenses or damages incurred by the Disclosing Party as a result of any violation of this agreement. This obligation includes court and litigation expenses.

1.7. The Receiving Party agrees to support standards and procedures that ensure the confidentiality, integrity, and availability of information and services, and to proactively address any information security threats and vulnerabilities in connection with the project.

1.8. The receiving party shall keep safe all and any materials provided by the disclosing party, and shall not reproduce, part with possession of, modify or otherwise interfere or deal with otherwise with such items, and shall return them immediately upon disclosing party's written request (as per clause 7 of this annexure) and in any event spontaneously when no longer required for the purposes of the work order/project.

1.9. The receiving party shall notify the disclosing party immediately (within 2 days) upon becoming aware of any breach of confidence by anybody to whom the Recipient has disclosed the Confidential Information and give all necessary assistance in connection with any steps, which the Disclosing party may wish to take to prevent, stop or obtain compensation for such breach, or threatened breach.

2. **Discretionary Disclosure:** Nothing herein obligates the Disclosing Party to disclose any information except what is necessary for the Purpose of this Agreement or to proceed with any transaction with the Receiving Party or enter into any other contract with the Receiving Party.

3. **Scope: Work Oder No…………………… date….**

4. **Ownership:**

4.1. The Receiving Party acknowledges that the Disclosing Party is the sole and exclusive owner of the Disclosing Party's Intellectual Property. The Receiving agrees that save as expressly permitted under this Agreement, it shall not at any time make use of Disclosing Party's Intellectual Property without the specific written consent of the Disclosing Party.

4.2. This Agreement does not grant the Receiving Party any license or other interest in the Confidential Information, whether under this Agreement or any other agreement between the Parties. Any breach of this provision shall be treated as a material breach of the Agreement.

4.3. For the purposes of this Agreement, "Disclosing Party's Intellectual Property" means any and all know-how and processes, trade secrets, technical drawings, market intelligence, designs, trademarks, service marks, product names, processes, designs, logos (including the arrow plane logo), trade names, domain names, rights in goodwill, rights in, and other similar or equivalent rights or forms of protection (whether registered or unregistered) owned and registered by the Disclosing Party and all applications made by the Disclosing Party (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world under the Disclosing Party's registration or ownership.

5. **Term (Commencement and expiry):** The term of this Agreement shall commence on _________________, 20____ and shall be effective till completion of the PoC or Acceptance of the Completion of POC by Disclosing Party or as per the work order.

6. Notwithstanding any contrary provision in this Agreement, the confidentiality obligations undertaken by the Receiving Party herein shall survive the expiry of this Agreement.

7. **Return of Confidential Information:** Within 10 days of a written request by the Disclosing party, or upon expiration of the agreement, the Receiving Party shall return, destroyed, or purged all the information promptly without retaining any copies thereof. Any copies that cannot be returned shall be immediately destroyed in a manner ensuring they can never be retrieved by any means or in any form.

8. **Restrictions:**

8.1. **Protection and Non-Disclosure:** The Receiving Party agrees to protect the Confidential Information with the same degree of care as it uses to protect its own Confidential Information, which shall be at least a reasonable degree of care. The Receiving Party shall not disclose, copy, reproduce, modify, use, or otherwise transfer the Confidential Information or any media containing it to any other person or entity without obtaining prior express written consent from the Disclosing Party. Reverse engineering, disassembling, or reverse compiling of prototypes, software, or tangible objects embodying the Confidential Information provided to the Receiving Party is prohibited. The Receiving Party shall not create any charge, lien, or encumbrance on the Confidential Information. These restrictions also apply to any media containing the Confidential Information.

8.2. **Receiving Party Personnel:** Receiving Party acknowledges that the Authorized Personnel and its authorized employees/agents and shall not engage in any activities prejudicial to the interest of the Disclosing Party. They are bound by the obligations of this Agreement. The Receiving Party shall take all reasonable measures to ensure that its Personnel comply with the terms of this Agreement and shall be responsible for any unauthorized disclosure of Confidential Information by its Personnel. The Receiving Party shall ensure that its Personnel are aware of the confidential nature of the Confidential Information and shall instruct its Personnel to use the same degree of care in protecting such information as the Receiving Party is obligated to use under this Agreement. The Receiving Party shall immediately notify (within 2 days) the disclosing party in writing of any unauthorized use or disclosure of Confidential Information by any of its Personnel of which it becomes aware.

8.3. **Confidential Communication:** Receiving Party shall ensure that communications regarding the documentation or Confidential Information of the Disclosing Party are not conducted in public places or under circumstances where discussions may be overheard or documents may be observed by others, particularly during travel on public transportation.

9. **Specific Enforcement:** The Receiving Party agrees that all provisions of this Agreement shall be specifically enforceable by the Disclosing Party against the Receiving Party and its agents, employees, and assigns, including by injunctive and other equitable relief. All provisions hereof shall survive the termination of this Agreement.
10. **Public Announcements:**
    The Receiving Party and its officers and employees shall not, without prior written consent of the Disclosing Party, release any report, make any public statement, public announcement, or release to the press or other third parties with respect any Information as may be received under this Agreement.
11. **No other Relationship:** This Agreement for non-disclosure does not represent or imply any agreement or commitment to enter into any further relationship. This Agreement does not create any agency or partnership relationship between the Parties or authorize any Party to use a Party's name in any manner whatsoever.
12. **Indemnity:** The Receiving Party shall be liable for and shall indemnify (and keep indemnified) the Disclosing Party against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees) and demands incurred or which arise directly or in connection with the Receiving Party's obligation and/or breach under this Agreement, non-compliance with any part of the applicable data protection obligation of the Receiving Party or its employees, agents, representatives

13. **Modifications and Amendments:** All modifications and amendments to this Agreement must be made in writing. Additional oral agreements do not exist.

14. **No Assignment:** The Receiving Party shall not have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement without obtaining prior written consent from the Disclosing Party.

15. **Termination:** Either party may terminate this Agreement at any time by giving [30] days' written notice to the other party as per (Work order).

16. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India and that of the State of Gujarat.

17. **Jurisdiction and Venue:** The Courts of Gujarat shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement shall be of Ahmedabad / Gandhinagar, both the party to this agreement hereby agrees and give consents to the jurisdiction and venue of such courts.

18. **Arbitration:** Any dispute or claim arising out of or in connection herewith, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The language of the arbitration shall be English. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by both Parties to this agreement or as per the order of court. The arbitral award shall be final and binding upon the Parties.

19. **Severability:** If any provision hereof is found by a court to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

20. **Execution:** This Agreement may be executed in two counterparts, each of which shall constitute one and the same instrument.

Both the parties to this agreement have caused their respective duly authorized representatives to execute and deliver this Agreement. (Here, “Representative” of a Party means any employee, agent, director, advisor, affiliate, investor, consultant, partner, or any other person concerned or acting on their behalf.)

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

Date: ____________________

For, CMH-CU, GAD, Government of Gujarat Name: Title: Sign & Stamp:	For, Agency Name: Title: Sign & Stamp:
Contact Number:	Contact Number:

9.10 ANNEXURE 10: FORMAT FOR FINANCIAL SUMMARY OF THE BIDDER

(Same should be furnished by the Chartered Accountant / Statutory Auditor on their letterhead)

Average Annual Turnover of the Bidder (from works related to Call Centre Establishment and its Operation and Maintenance)

Sr. No.	Financial Year	Annual Turnover (INR)
1.	FY 2022 – 2023	
2.	FY 2023 - 2024	
3.	FY 2024 - 2025	
	[Average Annual Turnover]	[indicate sum of above divided by 3]

Note: Bidders are required to provide data for the last three years ending 31st March 2025.

Audited Balance Sheets are also required to be submitted for the same.

UDIN No: ____________________________

Certificate from the Statutory Auditor

Note:

- The Bidder shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data, duly certified by statutory auditor/s. In case the company does not have a statutory auditor/s, it shall be certified by the chartered accountant who ordinarily audits the annual financials of the company.
- Certificate(s) from the statutory auditors specifying the Turnover of the Bidder for FY 2022-23, FY 2023-24, and FY 2024-25. For the purpose of this RFP, net worth shall mean the sum of subscribed and paid-up equity share capital and reserves from which shall be deducted the sum of revaluation reserve, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

9.11 ANNEXURE 11: FORMAT FOR SHOWCASING EXPERIENCE FOR ELIGIBILITY CRITERIA

Date: _______________

To,
The Director,
CM Helpline Coordination Unit
General Administration Department
6th Floor, Block No. 1, Wing-A, Karmayogi Bhawan, Sector 10A,
Gandhinagar, Gujarat – 382010.

A. Project Summary Sheet:

Sr. no.	Name of the Project	Completion Date	Project Duration	Eligibility Criteria no.	Project Cost	Client Name & Contact number or Email Address

Note: Add rows as required

B. Project Citation

(To be submitted for each project as per the table above, also sequence of above table must be maintained while detailing below table.

Sr. No	Aspect	Details
1	Name of the Project	
2	Name of Client	
3	Start Date and End Date	DD/MM/YYYY to DD/MM/YYYY
4	Project Duration	
5	Project Cost	
6	Current Stage	
7	Client Contact Number & Email Address	Yes/No
8	Documentary Evidence being submitted	Choose from ▪ Work order ▪ Letter of Intent / Award ▪ Agreement ▪ Completion Certificate

Sr. No	Aspect	Details
9	Project Scope (In Brief)	<Project Scope highlighting all components as asked in this bid>
10	Eligibility Criteria row no.	

Note: *Each project profile must be duly supported by documentary evidence from the client side like Work Order, Agreement, and Completion Certificate for being considered for marking. Projects without evidence may be rejected. Bidders are advised to highlight relevant sections of the documentary evidence for quick reference of the Authority. Only eligible projects (as per terms & conditions provided in RFP) shall be considered for marking.*

Yours sincerely,
Authorized Signature (in Full and Initials)
Name and Title of Signatory:
Name of Firm:
Address:
Email Address:
Contact number:

9.12 ANNEXURE 12: FORMAT FOR BIDDERS CHECKLIST FOR PRE QUALIFICATION AND TECHNICAL QUALIFICATION CRITERIA

Bidder(s) to provide a compliance checklist along with page-wise indexing of supporting documents for Pre-Qualification and Technical Evaluation Criteria. Sequence of all criteria should be maintained while preparing and compiling supporting Documents.

Checklist for Pre-Qualification Criteria (To be filled by the Bidder)

Sr. No.	Basic Requirement	Document Submitted (Document Name)	Page no. in bid	Submitted (Yes / No)	Compliance (Yes / No)	Bidder Remarks
1	Company Profile (Legal Entity & Registration status)					
2	Company Financials-Turnover					
3	Valid Telecom Service Provider Licenses					
4	Experience in providing SIP services to Call Centres/BPOs and Government Organizations.					
5	Projects of SIP Trunking for Govt./PSU Call Centres.					
6	24 X 7 Network Operation Centre (NOC)					
7	Non-Blacklisting					
8	Non insolvency and bankruptcy					
9	Power of Attorney					
10	PAN, GST, EPF, ESIC Registration					

***