



## **Request For Proposal**

**To appoint an Agency for designing, development, operation and maintenance services for a new website for Department of Tourism, DNH & DD**

**No: 8/117/DT/WEBSITE/2022-23/829**

**Date: 25/11/2022**

Available on: [www.ddtenders.gov.in](http://www.ddtenders.gov.in)

**ISSUED BY:**

Department of Tourism, DNH & DD

Paryatan Bhavan

Behind Bus Stop, Nani Daman

Daman- 396210

Contact: 0260 2250002,

Email: [dnhddtourism@gmail.com](mailto:dnhddtourism@gmail.com)

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**U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU,  
DEPARTMENT OF TOURISM**

**SECTION 1: NOTICE INVITING TENDER (NIT)**

**Tender No. 8/117/DT/WEBSITE/2022-23/829**

**Date: 25/11/2022**

1. Department of Tourism, UT Administration of Dadra & Nagar Haveli and Daman & Diu intends to Design, development, operation and maintenance services for a new website for Department of Tourism, DNH & DD.

Sr. No.	Name of Work & Location	RFP/Tender Fee (₹)	EMD (₹)
1.	Design, development, operation and maintenance services for a new website for Department of Tourism, DNH & DD	₹ 10,000/-	₹ 3,00,000/-

2. Tender schedule is as follows:

1.	Document Downloading Starts	25/11/2022
2.	Closing date and time for submission of tender and important documents Online and offline	16/12/2022 18:00 Hrs
3.	Pre-Bid Meeting	01/12/2022 12:00 Hrs meet.google.com/qzi-oehg-bcy
4.	Technical Bid Opening	19/12/2022 10:00 Hrs

3. Accepting Authority:

Director (Tourism), DNH & DD, *Department of Tourism, Paryatan Bhawan, Nani Daman – 396 210 Phone: 0260 2250002*

Sd/-  
Director (Tourism),  
DNH & DD

## SECTION 2: INTRODUCTION

- 2.1** Department of Tourism, DNH & DD (hereinafter referred to as “DoT” or “Authority” or “Society”) aims to develop DNH & DD as one of most preferred tourist destinations in India. Concerted efforts are being put in place by DOT to position the state prominently in the domestic and international tourist source markets. In this background, DOT has decided to enhance its presence and expand its digital footprint in promoting the tourism potential of the state with the global and regional tourists in a holistic manner.
- 2.2** Accordingly, DOT intends to appoint an agency (hereinafter referred to as “Agency”) for website designing, development, operation and maintenance, augmentation and mobile app development for Department of Tourism, DNH & DD for a period of five (5) years (hereinafter referred to as “contract duration”).
- 2.3** DNH & DD Tourism currently has the following website: <https://www.tourismdddnh.in/>
- 2.4** The key objective is to ensure the new website seamless experience to end users and thereby attract domestic and foreign tourists looking forward to experience and discover UT of DNH & DD. DOT intends to position DNH & DD Tourism among the Top 10 tourism Websites in India by 2027 in terms of Ranking (<https://www.similarweb.com/top-websites/>).

## SECTION 3: SCOPE OF WORK

### 3.1 The website must consist of the following pages:

- a. Homepage
- b. About UT of DNH & DD
- c. Offerings (Location, Food, Culture, Tourism)
- d. Resources (Blogs, Media, Gallery)
- e. About Department of Tourism, DNH & DD
- f. Link to other UT portals like (daman.nic, ddtenders.gov.in and swp.ddd)
- g. Tender and other Notices
- h. Contact Us

### 3.2 The website must be built with up-to-date trends and functionalities:

- a. Completely responsive website for consistent and seamless browsing experience across devices like mobile, tabs, laptops and computers.
- b. Interactive coded elements to add life to images with pan/zoom effects.
- c. Search Engine Friendly approach with Google recommended website guidelines.
- d. Mobile first approach design.
- e. Contact Forms to capture leads and contact details.
- f. Blog Integration for News & Updates on the website.
- g. Hygiene Social Media Optimization to link social media profiles and enhance the authority of website on search engines.
- h. Implementation of server-side Object Caching to avoid server errors, while significantly improving load time of web pages.

### 3.3 Technology:

Operating Server	Linux
Web Server	Open-Source Technology
Database	
Web Framework	
Programming Language	

### **3.4 CONTENT MANAGEMENT SYSTEM (CMS):**

- a. The agency has to periodically update the tourism website with new content, images, blogs, etc. Thus, the agency should leverage an open-source content management system to manage the contents of the website as and when required.

### **3.5 WEBSITE ANALYSIS**

- a. Website Analysis should provide a clear overview of the current scenario and identify existing and potential gaps and suggest strategic focus areas for the improvement and expansion of the digital footprint of the DNH & DD Tourism Website.
- b. The position of DNH & DD Tourism Website with respect to SEO Results, Rankings and other attributes shall be communicated weekly.

### **3.6 WEBSITE OPERATION AND MAINTENANCE**

- a. The agency must ensure the new and improved website continues to perform well for Department of Tourism and visiting users. Ongoing maintenance, testing, and iterative improvements will be required.
- b. The website will require regular maintenance and updates with regular events, news features and brand launches that will call for updating more information and visual pieces. Along with this, it's imperative to ensure the website is operating at full capacity to avoid downtime and keep it safe and secure all the time.
- c. The agency will help to manage & maintain the website with the following scope of activities:
  - i. Monthly support to ensure the website faces minimum or no downtime/outages
  - ii. Constantly monitor the website, links and functionalities with regular testing to maintain consistent website experiences and security
  - iii. Make basic content and image updates within the structured layout
  - iv. Bug fixes and enhancements
- d. Operation and maintenance of DNH & DD Tourism website(s) that includes Addition /Editing /Updation of content (text, images, videos), if required design template creation/ changing of templates as per the Strategy Report and ensure visibility of DNH & DD Tourism Website on top search results through organic SEO techniques
- e. Optimize website visitor experience to minimize page abandonment, Creation of microsites and landing pages to support the branding and promotion efforts of DNH

& DD Tourism, Multiple user id creation with login support for tourist database entry, updating and management

- f. Implementation of AI based chat-bot that engage users in conversations and answer visitors' frequently asked questions
- g. Submission of Web Analytics Report: The Agency shall be responsible for providing monthly MIS Reports with respect to Website traffic details, Source of Website Traffic, Conversion of Website traffic etc as provided in Web Analytics Reporting / MIS Module table below:

Sr. No	Type of Data	Data Points
1	Website Traffic Details	<ul style="list-style-type: none"> <li>• Number of unique site visitors</li> <li>• Number of return visits to website</li> <li>• Average time spent on website</li> <li>• Average time for page load</li> <li>• Visitor journey mapping through individual visitor/cookie level reporting</li> </ul>
2	Website Traffic Sources	<ul style="list-style-type: none"> <li>• Percentage of direct traffic – visitors that visit site by typing the URL into their browser</li> <li>• Percentage of referral traffic – visitors that visit site by clicking on a URL on another website</li> <li>• Percentage breakup of referral sources</li> <li>• Percentage of organic traffic – visitors that discover the website through DNH &amp; DD Tourism listing from a search result in a search engine</li> <li>• Campaign traffic – visitors that visit website through a dedicated campaign or clicking on a link with certain tracking parameters.</li> </ul>
3	Total Conversions	Show conversions in ways such as- <ul style="list-style-type: none"> <li>• Requesting additional information</li> <li>• Signing up for promotional content</li> <li>• Visiting an external booking link through the website</li> </ul>
4	Organic Searches	Percentage of traffic from organic searches - the traffic to site generated by organic searches can be directly correlated with search engine optimization strategy. Some metrics are as follows: <ul style="list-style-type: none"> <li>• number of lead conversions assisted by organic search</li> </ul>

		<ul style="list-style-type: none"> <li>• number of customer conversions assisted by organic search</li> <li>• percentage of traffic associated with branded keywords</li> <li>• percentage of traffic associated with unbranded keywords</li> </ul>
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- h. Quarterly Comparative analysis and benchmarking of website of DNH & DD Tourism with tourism websites of other state governments in India including those of government undertakings such as India tourism, tourism boards, and other similar agencies.

**Note:**

- a. The Agency shall be responsible for hosting the website for DNH & DDTourism.
- b. Scheduled Maintenance Time should not be more than one hour per month and Society and Department of Tourism should be informed at least 48 hours in advance and subsequent intimation should be done to customer.
- c. The Agency shall be responsible for purchase and renewal of software and licenses for proper functioning of the website. Purchase and renewal of e-mail accounts operated by Department of Tourism.
- d. The server where the site is to be hosted, must be in India.
- e. At the end of Operation and Maintenance period, the agency shall handover full source code and content to the Department of Tourism.

## SECTION 4: DELIVERABLES, TIMELINES AND PAYMENT SCHEDULE

The selected agency shall achieve the following deliverables:

Sr. No	Deliverable Details	Description	Timeline	Payment Schedule
4.1	Website Development	Website Designing	T + 15 Days	15% of the contract value
		Website Development & Hosting	T + 45 Days	50% of the contract value
4.2		Implementation of AI based chatbot and Multiple user id creation with login support for tourist database entry, updation and management as per clause 3.7, f	T + 60 Days	35% of the contract value
4.3	Website Operation & Maintenance	<ul style="list-style-type: none"> <li>• Operation, Maintenance &amp; management as per Clause 3.7</li> <li>• Submission of Web Analytics Report per month</li> <li>• Quarterly Comparative Analysis Report</li> </ul>	Continuous Work	Total Quoted amount will be paid equally over 60 months period on quarterly basis

**Note:**

- i. "T" - Date of issue of Work Order/Letter of Award (LoA)
- ii. Quarterly report shall be submitted in both hard and soft copy after incorporating changes suggested by DOT/Department committee (if any). The report shall include detailed data and analysis for all activities and way forward.

## **SECTION 5: ELIGIBILITY CRITERIA**

### **5.1 Minimum Eligibility Criteria**

To be eligible for pre-qualification and short-listing for evaluation of Technical and Financial Bid, the agency shall fulfil the following eligibility conditions.

- a) The Agency should be an entity incorporated/ registered under the Companies Act 2013 or a Limited Liability Partnership registered under the LLP Act 2008 or a Sole Proprietorship. No other legal entities are allowed to bid. The Agency must submit a proof of Registration of the legal entity (Certificate of Incorporation, PAN, GST registration certificate).
- b) Indian subsidiary of any foreign company registered under the applicable Indian laws fulfilling eligibility conditions are also eligible to participate.
- c) The Agency should have on its payrolls a minimum of 15 professionals as on the RFP publishing date. The Agency shall submit the corresponding recent EPF statement or Letter from HR as documentary evidence.
- d) The Agency should not be blacklisted by any Department/ Agency/ PSU in any State or Central Government of India as on date of submission of bid. Self declaration must be submitted.
- e) Tender Fee: Non-refundable bid processing fee in the form of Demand Draft (DD) from any scheduled commercial bank in favour of "Director (Tourism), DNH & DD", payable at Daman for INR 10,000/- (Rupees Ten Thousand only) is to be furnished by the Agency along with the Technical Proposal. Proposals without bid processing fee shall be rejected.
- f) EMD (Earnest Money Deposit): The Proposal shall be accompanied with separate Earnest Money Deposit (EMD) in the form of DD or Bank Guarantee for INR 3,00,000/- (Rupees Three Lakhs Only)
  - a. EMD shall be drawn in the form of a Demand Draft/ Bank Guarantee issued by any Scheduled Commercial Bank in favour of "Director (Tourism), DNH & DD" payable/ encashable at Daman.
  - b. Proposals without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying in DOT is allowed. Unsuccessful Agency's EMD will be discharged/ returned within 30 days from the date of execution of the agreement between DoT and the preferred Agency. No interest will be paid on EMD. The EMD of the successful Agency shall be returned immediately upon execution of the agreement with the authority. The EMD shall be forfeited in the following cases:
    - i. If an Agency withdraws its bid during the period of validity of the Bid.
    - ii. In case of a successful Agency, if the Agency fails within the specified time limit to sign the agreement.
    - iii. In case of a successful Agency, if the Agency fails within the specified time limit to furnish the required performance security.

## 5.2 Technical Eligibility Criteria

- a. The Agency must have successfully executed at least 1 (One) similar project of Website / Web portal / Web Application and/or Mobile App Development & management for any Government / PSU / Corporation/ Global Company/Conglomerate having project cost not less than INR 20 Lakhs during the last 7 years, preceding the proposal submission due date.
- b. The Agency should have minimum four (4) years' experience in software services such as design, development, operations and maintenance with dedicated expertise in the technology area(s) that are proposed by the Agency with at least one project valuing not less than INR 1.5 Cr. Where the end users are Corporations or Government Departments or PSUs or undertakings or Private companies within the last seven years preceding 31 March 2022.
- c. The Agency should have experience of implementing, operating & managing similar projects satisfying following conditions.
- d. The Agency must have a valid CMMi Level 3 (SVC & DEV) or above, ISO 27001 and ISO 9001 certifications as on date of submission of this RFP.
- e. **Financial Capacity:**The Agency should have Minimum Average Annual Turnover of INR 10 Crore for the last 4 (Three) financial years (i.e. FY 2018-19, FY 2019-20 and FY 2020-21, FY 2021-22). CA certified copy should be submitted for aforementioned turnover.

### Note:

- i. **Similar Project means:** Providing Services for web portal/ website/ web application development or maintenance and augmentation and/or mobile app development
- ii. Documentary proof (copy of Agreement / Work Order / Completion Certificate etc of related projects) with project citation
- iii. Self declaration documents to fulfill eligibility criteria shall be rejected if not on company's letterhead.

### 5.3 BID EVALUATION PROCESS (QCBS)

- i. A tender evaluation committee will evaluate the bidders on basis of Prequalification criteria on last date of submission. The qualified bidder's, technical as well as financial bids for each event will be evaluated separately and the below evaluation process shall be carried for each event. The technical bids of all Tenderers will be opened first. The following evaluation criteria shall be used for each event separately.
  - a. The technical evaluation will carry a weightage of total 100 marks with minimum marks to be qualified be 60 marks. After analysis of Technical Bids and presentation, the financial bids of only qualified tenders will be opened.
  - b. The financial score will be calculated as per the formula mentioned below:
$$\text{Financial Score} = (\text{LFB}/\text{F}) * 100$$
Where LFB = Lowest Financial Bid and F = Quoted Amount
  - c. Combined Technical and Financial Score (CTFS) with Weightage 70:30 will be calculated.
$$\text{CTFS} = \text{Technical Score} * (70/100) + \text{Financial Score} * (30/100)$$
- ii. The agency which scores the highest aggregate marks on the basis of cumulative marks obtained in technical bid and financial bids (after adding the scores from the technical, presentation and financial evaluation) will be awarded the contract for Engaging of Agency for Executing the work of Design, development, operation and maintenance services for a new website for Department of Tourism, DNH & DD.

### 5.4 TECHNICAL EVALUATION

Sr. No.	Criteria	Maximum Marks
A.	<b>Technical Bid Evaluation</b>	<b>60</b>
i.	Average Annual Turnover of ₹10 Cr (5 Marks For each additional INR 10 Crore)	20
ii.	The Agency must have a work order at least 2 (two) Web Portal/ Website/Web App & Management project where the end user is Government/ PSU/ corporations/ Private companies (5 marks) For additional similar project – 10 marks	35
iii.	Web Portal/ Website/ Web application support experience for minimum one year where the project order value is more than 1 Cr.- 5 marks	5
B.	<b>Presentation Score:</b> Approach & Methodology but not limited to the following <ul style="list-style-type: none"><li>• Overall proposition for DNH &amp; DD Tourism</li><li>• Team Composition</li><li>• Innovative ideas and suggestions</li><li>• Detailed Project Plan and Road Map</li></ul>	<b>40</b>

## **SECTION 6: TERMS & CONDITIONS**

### **6.1 FORCE MAJEURE**

For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of the DoT. The terms "Force Majeure" as implied herein shall mean an act of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the DoT and the Agency. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy-two hours of the alleged beginning and ending thereof intimate the other party giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

### **6.2 TERMINATION OF THE CONTRACT**

- a. In case of deficiency or non-fulfilment of obligations as per the scope of work or quarterly deliverables, DoT shall serve a notice to the concerned agency to rectify / fulfil the obligations within a specified period of not more than 60 days to rectify or fulfil the deliverables assigned by DoT, failing which DoT shall be at the liberty to execute the work through any other agency at the cost of the selected agency. DoT also reserves the right to cancel the contract.
- b. DoT reserves the right to terminate the agreement in case of deficiency in services or poor performance of the agency for any subsequent month/ quarter/ year. For this, DoT shall intimate the agency in the quarterly review meeting of the corresponding year. In this respect, the view of DoT about the performance is final and binding.
- c. DoT reserves the right to drop or remove any or all scope of work deemed not suitable or in line with the objectives for DoT which may necessitate termination of contract. However, in such scenario DoT shall provide a maximum timeperiod of 3 months to the agency to terminate the contract and complete all the requisite formalities and responsibilities assigned.

### **6.3 PENALTY**

Failure in fulfilment of deliverables as indicated in Clause 3, shall warrant the following:

- a. Forfeiture of Performance Bank Guarantee in case of failure to successfully perform/complete the deliverables and/ or in case of any midway unilateral withdrawal from the contract.
- b. Agency shall be blacklisted from bidding for any Contract/ Tender/ EoI /RFP with Department of Tourism, DNH & DD for a period of 3 years.

**6.4 VALIDITY OF BID**

Proposal shall remain valid for 180 (One Hundred and Eighty) days from the last date of submission. A proposal valid for a shorter period shall be rejected as non-responsive.

**6.5 CURRENCIES OF BID AND PAYMENT**

The prices shall be quoted by the Agency in Indian Rupees (INR) only.

**6.6 DISPUTES**

All legal disputes are subject to the jurisdiction of Courts in Bhubaneswar only.

**6.7 ACKNOWLEDGMENT BY AGENCY**

It shall be deemed that by submitting the Proposal, the Agency has:

- a. Made a complete and careful physical examination of the requirements for the project (website maintenance, augmentation, mobile app development etc), details mentioned RFP, general condition of contract, submission formalities and evaluation mechanism.
- b. Received all relevant information requested from DoT.
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of DoT.
- d. Satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under.
- e. Agreed to be bound by the undertaking provided by it under and in terms hereof. DoT shall not be liable for any omission, mistake or error on the part of the Agency in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the DoT.

*DoT shall not be liable for any omission, mistake or error on the part of the Agency in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the DoT.*

**6.8 RIGHT TO REJECT ANY OR ALL PROPOSALS**

Notwithstanding anything contained in this invitation document, DoT reserves the right to accept or reject any proposal and to annul this selection process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof. DOT, also, reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Agency does not submit in time any information or clarification asked for

**6.9 SUBMISSION OF PROPOSAL- PACKING, SEALING & MARKING**

- A. Duly sealed proposal from the Agency filled in all respect must reach DoT at the address, time and date specified in the RFP through Speed/ Regd. Post/ courier/ hand delivery. The same technical proposal must be uploaded on ddtenders.gov.in.
- B. The Technical Proposal must be inserted in sealed envelope with Tender Fee and EMD, along with Agency's name and address in the left-hand corner of the envelope and super scribed in the following manner.

**“Technical Proposal for RFP to appoint an Agency for designing, development, operation and maintenance services for a new website for Department of Tourism, DNH & DD”**

**6.10 LANGUAGE**

The Proposal and all communications in relation to or concerning the selection process shall be in English language and strictly in the formats provided in this invitation document.

**6.11 LATE SUBMISSION**

Proposal received after the deadline for submission prescribed by DoT will not be entertained and be rejected.

**6.12 CONSORTIUM / JOINT VENTURE**

Agencies are NOT allowed to form consortium/Joint Venture for participating in the bid.

**6.13 PERFORMANCE SECURITY AND AGREEMENT**

DoT shall issue a Letter of Award (LoA) along with the Draft Agreement to the selected Agency post opening of the financial proposals. Within 15 days of issuance of LoA from DoT to the selected Agency, the selected Agency is required to submit a Performance Security in the form of Bank Guarantee for an amount equivalent to 10% of the total quoted financial bid for Five (5) years and enter into an agreement with DoT. The performance security shall be retained by the DoT till the completion of project or 5 years from the date of enforcement of agreement, whichever is later. The performance security shall be forfeited at the sole discretion of DoT towards any liquidated damages that may be payable by the selected agency, under the Terms of the Agreement. The validity of Performance Security should be up to 90 days beyond the end of all contractual obligation of the Agency.

## SECTION 7: FINANCIAL BID

**BOQ TO BE SUBMITTED IN FINANCIAL BID TO EXECUTE THE WORK OF DESIGN,  
DEVELOPMENT, OPERATION AND MAINTENANCE SERVICES FOR A NEW WEBSITE FOR  
DEPARTMENT OF TOURISM, DNH & DD  
(NOTE THE RATES SHALL BE SUBMITTED ONLINE ONLY AS PER THE ELEMENTS MENTIONED  
IN THE SCOPE OF WORK)**

<b>Sr No</b>	<b>Particulars</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost in Rs</b>
1.	Charges for Website design, development and hosting	1	Job	
2.	Charges for Operation and Maintenance of website	5	Year	
<b>Total Cost (Inclusive of Taxes)</b>				

## ANNEXURE I: COVER LETTER

(On the Letter head of the Agency)

To,  
Director Tourism  
Department of Tourism  
Paryatan Bhawan, Nani Daman,  
Daman - 396210

Date: \_\_\_\_\_

Ref: Request for Proposal (RFP) For Selection of an agency for website maintenance, augmentation and mobile app development for Department of Tourism, DNH & DD

Sub: Selection of an agency for website maintenance, augmentation and mobile app development for Department of Tourism, DNH & DD

1. With reference to your RFP document \_\_\_\_\_, dated \_\_\_\_\_, I, having examined the RFP Documents and understood their contents, hereby submit my / our proposal for the subject RFP. The Proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Agency, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the design and execution of the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Proposal.
5. I acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
  - (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - (b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice,

as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(d) the undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I shall continue to abide by them.

8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Agencies to BID for the Project, without incurring any liability to the Agencies, in accordance with the RFP document.

9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

11. I further acknowledge and agree that in the project such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Agency, or in connection with the Bidding Process itself, in respect of the subject RFP and the terms and implementation thereof.

13. In the project of my/ our being declared as the Selected Agency, I / we agree to enter into an Agreement in accordance with the draft that has been provided to me / us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

14. I have studied all the Bidding Documents carefully and also surveyed the website of DoT. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

15. I offer the Earnest Money Deposit (EMD) to the Authority in accordance with the RFP Document The documents accompanying the Technical Proposal, as specified in the RFP, have been submitted in separate files.

17. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project not awarded to me or our Proposal is not opened or rejected.

18. The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the website and all the conditions that may affect the implementation cost .

19. I agree and undertake to abide by all the terms and conditions of the RFP document.

20. I shall keep this offer valid for 180 (One Hundred Eighty) days from the Proposal Due Date specified in the RFP.

21. I hereby certify that we have not changed any quantity as mentioned in the financial figures and confirm that any discrepancy arrives at any time, decision of Authority (DoT) will be considered as final.

22. I hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, name and designation

Place:

of the Authorised signatory)

Name & seal of Agency

## **ANNEXURE II: UNDERTAKING**

(On the Letter Head of the Agency)

Date:

To,

Director Tourism

Department of Tourism

Paryatan Bhawan,

Nani Daman, Daman - 396210

Ref: Selection of an agency for website maintenance, augmentation and mobile app development for Department of Tourism, DNH & DD

Dear Sir,

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

We hereby declare that we have read and understood the rules governing the development of project as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the DoT, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the DoT in this regard.

We also commit to abide by the decision of DoT on all matters relating to the implementation of the Project and thereafter, the Operations and Maintenance of the Projects.

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