



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

**Tender
for
Development of Website, Operation and Maintenance for the Department
of Tourism,
DNH & DD**

11th April 2023
Tender No.: - 8/117/DT/Website/2022-23/282

ISSUED BY:
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SECTION I: INVITATION FOR BIDS (IFB)

COMPETITIVE BIDDING FOR SELECTION OF AGENCY FOR DEVELOPMENT OF WEBSITE, OPERATION AND MAINTENANCE FOR THE DEPARTMENT OF TOURISM, FOR 3 YEARS & ADDITIONAL 2 YEARS

The bidder shall be responsible for providing all types of applications/services, as mentioned in the Tender document & Scope of Work, as a part of this project.

1. Please note that this bid document is not for the actual award of contract/work order but to call the rates as per the financial bid for the Development of the Website and Maintenance for the Department of Tourism, DNH & DD.
2. Actual award of the contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates for Development and Maintenance.

Sr. No.	Information	Details
1.	Date of Issue of Tender Document	11/04/2023
2.	Pre-bid meeting date and time	17/04/2023 11:30 hrs onwards Google Meet joining info Video call link: https://meet.google.com/wym-eozx-hzu
3.	Last date and time for submission of EMD & Tender fees, Technical bid (offline & online) and financial bid (Online)in Department of Tourism, DNH & DD	25/04/2023 upto 18:00 hrs
4.	Place, date, and time for the opening of technical proposals	26/04/2023 at 12:00 hrs Department of Tourism, DNH & DD Paryatan Bhavan, Behind Bus Stop, Nani Daman, Daman- 396210

3. **Technical bid must be submitted physically and online, whereas Financial bids must be submitted Online only.**
4. Bidders shall submit **Bid processing fees of Rs. 10,000/-** in the form of a **Demand Draft** in the name of "Director (Tourism), DNH & DD" along with the covering Letter.
5. Bidders shall submit **EMD of Rs. 1,35,000/-** in the form of a **Demand Draft** in the name of "Director (Tourism), DNH & DD" along with the cover letter. Exemption for MSME firms as per GFR 2017 by Ministry of Finance, Department of Expenditure (MSME certificate should be submitted).

6. The sealed cover should super scribe as “Bid Processing fees & EMD for the tender for Selection of **“Tender for Development of Website and Maintenance for Department of Tourism, DNH & DD”**”
7. Technical Bids will be opened in the presence of Bidders or their representatives who choose to attend on the specified date and time.
8. In the event of the date specified for receipt and opening of the bid being declared as a holiday for the Department of Tourism, DNH & DD office the due date for submission of bids and opening of bids will be the following working day at the appointed times.
9. Financial bids of only those bidders who qualify on the basis of an evaluation of technical bids will be opened.
10. Bid validity period is 180 days.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1 Definition

1. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued force and in force from time to time.
2. "Proposals" means proposals submitted by bidders in response to the RFP issued by the Department of Tourism, DNH & DD for the selection of the company.
3. "Committee" means I.T. committee of the Department
4. "Contract Price" means the price payable to the company on the panel of the Department of Tourism, DNH & DD under the Contract for the complete and proper performance of its contractual obligations.
5. "SP" means Service Provider, any private or public entity, which will provide the services to the Department of Tourism, DNH & DD under the contract.
6. "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP
7. "Day" means working day
8. "Effective date" means the date on which the contract comes into force and effect.
9. The "Bid Document" and "Tender Document" are the same

2 Pre-qualification Criteria

The firm/company meeting the following eligibility criteria will be considered for Technical Bid evaluation

S. No.	Pre-Qualification Criteria	Documents Required
1.	The company should be registered under the Companies Registration act 1956 or 2013.	Copy of Certificate of Incorporation
2.	The bidder must have an Average turnover of at least Rs. 75 Lakh. for the last five financial years from Software/IT product Development and Software Support service activities.	Audited Financial Balance sheet
3.	Bidder should have experience in implementing at least 2 projects of dynamic software Applications of Each value of at least Rs. 10 lacs in the last five years for any Government / PSU / Corporation/ Global Company/Conglomerate and at least one Government work order of dynamic software Applications the value of order should be at least Rs. 4 lacs.	Work Order from Client
4.	The Bidder must have standard quality certifications like: CMMi 3 OR ISO 9001:2015 and ISO 27001:2013	Copy of Certificate
5.	Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India and/ or black-listed by Indian Government departments and PSUs.	Self-Declaration as attached
6.	The bidder must have one office in India	Please attach a copy of any one of the following: Property tax bill / Electricity Bill/Telephone Bill/GST Registration/Lease agreement.
7.	GST Certificate and Company's PAN Card	Please attach the copy
8.	The consortium will be allowed.	It will be allowed, as per the Page No. 24 and Point No. 28 Condition

All supporting documents are to be submitted Online.

3 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Department of Tourism, DNH & DD will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

A. THE BIDDING DOCUMENTS

1 Content of Bidding Documents

- 1.1 The bid must be submitted Online
- 1.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents and Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

B. PREPARATION OF BIDS

1 Language of Bid

- 1.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Department of Tourism, DNH & DD shall be in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

2 Documents Comprising the Bid

- 2.1 The Technical Bid and Financial Bid must be submitted online.
- 2.2 The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents notwithstanding any previous correspondence or document issued by the Department of Tourism, DNH & DD.

3 Bid Form

- 3.1 The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned in Tender Document.

4 Bid Prices

- 4.1 The Bidder shall indicate the prices in the format mentioned in Financial Bid.
- 4.2 Following points need to be considered while indicating prices:
 - 4.2.1 The prices quoted should also include, inland transportation,

insurance and other local costs incidental to the delivery of the Software and services to their final destination Department of Tourism, DNH & DD

4.2.2 The Taxes are Inclusive as applicable.

4.2.3 Sharing of responsibility (between the Department of Tourism, DNH & DD and the bidder) of procurement of various types of software shall be as under:

- Department of Tourism, DNH & DD shall provide/procure the necessary licensed software as mentioned above, at the time of implementation.
- Department of Tourism, DNH & DD shall have all the rights to select any of the above options without justifying reasons thereof.
- If rates are found to be unreasonably low or high, the bid shall be treated as nonresponsive and hence will be liable for rejection.

5 Bid Currency

5.1 Prices shall be quoted in Indian Rupees only.

6 Earnest Money Deposit

6.1 Bidders shall submit **EMD** in the form of a **Demand Draft** in the name of "Director (Tourism), DNH & DD". along with the Cover Letter.

6.2 Proposals not accompanied by EMD shall be rejected as non-responsive.

6.3 The successful bidder's bid security will be discharged from the Department of Tourism, DNH & DD only after the signing of the contract and submission of performance security.

6.4 Unsuccessful bidder's EMD will be discharged/refunded as promptly as possible.

6.5 The EARNEST MONEY DEPOSIT shall be forfeited:

6.5.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;

6.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.

6.6 No exemption for submitting the EMD will be given to any agency.

7 Period of Validity Bids

7.1 Bids shall be valid for 180 days after the date of bid opening prescribed by the Department of Tourism, DNH & DD. A Bid valid for a shorter period shall be rejected by the Department of Tourism, DNH & DD as non-responsive.

8 Format and Signing of Bid

8.1 All Financial & Technical Bids documents should be submitted Online.

8.2 Before filling in any of the details asked for. Bidders should go through

the entire bid document

C. SUBMISSION OF BIDS

1 Sealing and Marking of Bids

- 1.1 EMD & tender Fees must be submitted physically with duly signed tender document.
- 1.2 Telex, e-mailed or facsimile bids will be rejected.

Deadline for Submission of Bids

- 1.3 EMD & Tender Fees must be submitted Physically not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for the Department of Tourism, DNH & DD, the bids will be received up to the appointed time on the next working day.

2 Late Bids

- 2.1 Late bids will not be accepted.

3 Withdrawal of Bids

- 3.1 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form.

D. BID OPENING AND EVALUATION OF BIDS

1 Opening of Bids by Department of Tourism, DNH & DD

- 1.1 Department of Tourism, DNH & DD will open all bids (only Technical Bids at the first instance), in the presence of Bidder or his representative who choose to attend, and at the following address :

Department of Tourism, DNH & DD
Paryatan Bhavan
Behind Bus Stop, Nani Daman
Daman- 396210
Contact: 0260 2250002,

The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Department of Tourism, DNH & DD, the Bid shall be opened at the appointed time and location on the next working day.

- 1.2 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 1.3 Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid will be opened in the presence of the

qualified bidders of their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

2 Clarification of Bids

21 During evaluation of bids, Department of Tourism, DNH & DD may, at its discretion, ask the Bidder for a clarification of its bid. Department of Tourism, DNH & DD may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected.

3 Preliminary Examination

31 Department of Tourism, DNH & DD will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

32 If a Bid is not substantially responsive, it will be rejected by Department of Tourism, DNH & DD and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

33 Conditional bids are liable to be rejected.

4 Methodology & Criteria for Technical, Commercial and Final evaluation

41 Department of Tourism, DNH & DD will form an evaluation Committee or it may be done by IT Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, Department of Tourism, DNH & DD, may, at its discretion, ask the bidders for clarification of their Technical Bid. The clarification must be reverted by the bidders with 3 days.

42 The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. Any deviation from the same will lead to disqualification. At any point of time, if Department of Tourism, DNH & DD feels that the bidder is hiding any information which will affect the project cost in short or long run, Department of Tourism, DNH & DD may reject his bid without assigning any reason or explanation.

43 Price quoted in the financial bid will be final.

44 Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened and financial bid mentioned in Financial Bid Annexure C Total Final Project Amount will be considered for financial Evaluation.

Technical Criteria:

Sr. No	Particulars	Points System	Max Marks
1	Certifications	CMMI3 = 4 Marks ISO 9001:2015 = 3 Marks ISO 27001:2013 = 3 Marks	10
2	Average Turnover of a Consulting firm for 5 last years 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-23) Turnover in Rs	Rs. 75 Lakhs to Rs. 1 Cr = 5 Marks More than Rs. 1 Cr to Rs. 2 Cr = 7 Marks More than Rs. 2 Cr = 10 Marks	10
3	The implementation Agency should have a number of Dynamic software Application Projects having a cost of equal to or more than Rs. 10 lakhs.	2 projects = 5 Marks 3 projects = 7 Marks 4 or >4 projects = 10 Marks	10
4	Website Maintenance for Department of Tourism, DNH & DD PRESENTATION	Detail mentioned in the below table	70
		TOTAL	100 Marks

Note: A minimum of 70 marks out of 100 is required to qualify for a financial bid opening.

Sr. No.	Presentation Evaluation Criteria	Max. Score
General		
1	Are whether Contents categorized properly?	
2	Do whether Contents address the target audience?	
3	Aesthetics impact & user friendliness	

4	Ease of Navigation within the Website	50
5	Color scheme flexibility, balance, image proportion	
6	Level of understanding of the organizational functions	
7	Focus on citizen-centric services	
Technical		
1	Integration with Backend Database	20
2	Language Selection Facility	
3	Remote User / Site Management	
4	Standard used for integration/ data exchange (XML, Web services etc)	
Total Score		70

Financial Bid evaluation:

The Commercial bid of those bidders who qualify in the technical evaluation will only be opened. All other Commercial bids will not be opened. The Commercial bids (as per the formats provided in Form 6) of the technically qualified bidders will be evaluated.

45 BID EVALUATION PROCESS

4.5.1 Process of Evaluation: The bid will be evaluated on QCBS methodology in the ratio of 70:30 (70% weightage for the technical bid and 30% for the financial bid). The evaluation will consist of the following phases:

Phase I: Evaluation of Eligibility Criteria

Phase II: Evaluation of Technical Bids

Phase III: Evaluation of Financial Bids

Phase IV: Combined Evaluation of Technical & Financial Bid

- 4.5.2 Phase I: Evaluation of Eligibility criteria: In this part, the Bidders will be evaluated for the fulfillment of the conditions specified in the pre-qualification criteria. Pre-qualification bid documentation shall be evaluated as under:
- i. The evaluation committee will check if the bidder has submitted the EMD along with the Technical Proposal and the same is found to be in order.
 - ii. The documentation furnished by the bidder will be examined to see if the firm's capacity, skill-base and other Bidder attributes as claimed therein are consistent with the needs of this project.
 - iii. Department may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.
- 4.5.3 Phase II: Evaluation of Technical Bids: In this part the technical bid of only those bidders who have qualified the Phase I. I.e. Eligibility criteria will be evaluated. The technical bid will be evaluated on the parameters described in the following section.
- 4.5.4 Analysis of technical bid
- In this part, the technical bid will be analyzed and evaluated and the technical; bid marks (S_{tm}) shall be assigned to each bid on the basis of following evaluation matrix
 - Technical Bid Score: The Technical Bid Score ' S_t ' of the Bidder shall be derived as under

$$S_t = (S_{tm}/S_H) \times 100$$
, where
 S_t is the Technical Bid Score
 S_{tm} = Total technical bid marks of the bidder under consideration
 S_H = Highest total technical; bid marks amongst all evaluated bids
 - The Bid Evaluation Committee reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without requirement of intimating the Bidder of any such changes. At any time during the process of evaluation the Bid Evaluation Committee may seek specific clarifications from any or all Bidders
- 4.5.5 Phase III: Evaluation of Financial Bids: In this phase, the Financial Bids of the Bidder, who are technically qualified in Phase II, shall be opened. Formula to determine the scores for the Financial Bids shall be as follows:
 $S_f = (F_L/F) \times 100$, where,

S_f is the Financial Score

F_L is the value of the lowest Commercial Bid

F is the price quoted in the bid under consideration

4.5.6 Phase IV: Combined Evaluation of Technical & Financial Bid. The

Total score of the Bidder will be determined as under:

$$\text{Total Score} = (T_s) = (0.7 \times S_t) + (0.3 \times S_f)$$

The bidder, who obtains the highest TS value, will be rated as the Most Responsive Bid. In the event of the same T_s score of bidders, the bid with the highest technical score (S_t) will be rated as the most responsive bid. Beyond that, Bid Evaluation/Tender Committee will decide the matter in its full discretion.

Office in India

The Bidder is required to have a local office in the India.

5 Contacting the Department of Tourism, DNH & DD

- 51 Bidder shall contact the Department of Tourism, DNH & DD on any matter relating to its bid, from the time of the bid opening to the time of the contract being awarded. If he wishes to bring additional information to the notice of the Department of Tourism, DNH & DD, he should do so in writing. Department of Tourism, DNH & DD reserves its right as to whether such additional information should be considered or otherwise.
- 52 Any effort by a Bidder to influence the Department of Tourism, DNH & DD in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

E. AWARD OF CONTRACT

1 Post-qualification

- 11 An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in the rejection of the Bidder's bid, in which event the department will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform the contract satisfactorily.

2 Award Criteria

- 21 Department of Tourism, DNH & DD will award the contract to the successful bidder decided as per the evaluation procedure mentioned above.
- 22 Department of Tourism, DNH & DD reserves the right to award the contract to the Bidder whose bid may not have been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

3 Department of Tourism, DNH & DD Right to Accept Any Bid and to reject any or All Bids

3.1 Department of Tourism, DNH & DD reserve the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for Department of Tourism, DNH & DD action.

4 Notification of Awards

4.1 Prior to the expiration of the period of the bid validity, the concerned Department of Tourism, DNH & DD will notify the successful bidders in writing, to be confirmed in writing by registered letter, their bid has been accepted.

4.2 The notification of the award will constitute the formation of the Contract.

5 Signing of Contract

5.1 At the same time as the Department of Tourism, DNH & DD notifies the successful Bidder that its bid has been accepted, Department of Tourism, DNH & DD will send the bidder the Contract Form, incorporating all the agreements between the two parties.

5.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Department of Tourism, DNH & DD.

6 Performance Security / Performance Bank Guarantee

6.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.

6.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of the total order value within 15 days from the receipt of notification of award from "Department of Tourism, DNH & DD" from all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of India or Co-Operative Bank of India.

6.3 The Performance Security shall be in the form of a Bank Guarantee valid for 3 years from the date of the actual start of operation.

6.4 The proceeds of the performance security shall be payable to the Department of Tourism, DNH & DD as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

6.5 The Performance Security shall be denominated in Indian Rupees

6.6 Within 15 days of the receipt of notification of award from "The Department of Tourism, DNH & DD", the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.

6.7 The Performance Security will be discharged by the Department of Tourism, DNH & DD and returned to the Bidder on completion of the

bidder's performance obligations under the contract.

68 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for a further period.

69 No interest shall be payable on the PBG amount. Department of Tourism, DNH & DD may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

7 Corrupt or Fraudulent Practices.

7.1 Department of Tourism, DNH & DD requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Department of Tourism, DNH & DD defines for the purposes of this provision, the terms set forth as follows:

7.2 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

7.3 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the Department of Tourism, DNH & DD, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Department of Tourism, DNH & DD of the benefits of the free and open competition;

7.4 Department of Tourism, DNH & DD shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices.

8 Interpretation of the clauses in the Tender Document / Contract Document

8.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, the Department of Tourism, DNH & DD interpretation of the clauses shall be final and binding on all parties.

8.2 Department of Tourism, DNH & DD may issue clarifications to all the bidders as an addendum/corrigendum. Such an addendum/corrigendum shall form a part of the bid document /Contract document.

8.3 The selected agency shall be for a period of three (03) years, from the date of appointment which may be extended further for a period of two (02) years depending on satisfactory performance of the selected agency.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated
- 1.2. "The Contract" means the agreement entered into between the Department of Tourism, DNH & DD and the service provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 1.3. "The Contract Price" means the price payable to the service provider under the Contract for the full and proper performance of its contractual obligations;
- 1.4. "Services" means to Design, Develop, Implement, testing and maintenance of software applications for the Department of Tourism, DNH & DD and other obligations of the service provider covered under the Contract;
- 1.5. "GCC means the General Conditions of Contract contained in this section.
- 1.6. "The SP means service provider" means the Selected Company that will Provide the Service of Website Development under this Contract.
- 1.7. "Day" means a working day.
- 1.8. "Critical deliverables" means the deliverables supplied by SP
- 1.9. "Time required for approval" means the time elapsed between the date of submission of critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
- 1.10. The "Go-Live" means the Software application is ready in all respect (designing, development, testing & implementation of all modules listed in Scope of work and first used by the citizen/department users.
- 1.11. The "Bid Document" and "Tender Document" are the same.

2. Country of Origin

- 2.1. All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India
- 2.2. The origin of Services is distinct from the nationality of the service provider.

3. Delivery of Documents

- 3.1. Design/Development/Coding/implementation/maintenance/UAT Certificate of the software shall be made by the service provider in accordance with the terms specified by the Department of Tourism, DNH & DD in the Notification of Award.
- 3.2. Upon deployment of the solution/completion of the assigned work under the service, the service provider shall notify Department of Tourism, DNH & DD accordingly.

4. Deployment of Software

- 4.1 Service provider must deploy the solution at the places specified by the Department of Tourism, DNH & DD at the time of the contract and ensure the smooth running of that solution. Service provider needs to provide all the necessary things like DVD/Pen drive, etc. at every deployment site to assuring minimum downtime of the system.

5. Prices

- 5.1. Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.
- 5.2. The prices quoted should not be conditional/ optional and it should be in line with the technology and approach presented during the Approach & Methodology by the Service Provider before the IT committee. The bidder should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected outright.

6. Contract Amendments

- 6.1. No variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.

7. Assignment

- 7.1. The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Department of Tourism, DNH & DD prior written consent.

8. Delays in the supplier/service provider's Performance

- 8.1. Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by the Department of Tourism, DNH & DD in the contract document.
- 8.2. If at any time during the performance of the Contract, the service provider should encounter conditions impeding timely delivery of the Software and performance of Services, the service provider shall promptly notify the Department of Tourism, DNH & DD in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the Department of Tourism, DNH & DD shall evaluate the situation and may, at its discretion, extend the service provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of the time limit, even if it is due to unforeseen circumstances beyond the control of both the SP and the Department of Tourism, DNH & DD, shall be at no extra cost to the Department of Tourism, DNH & DD.

9. Termination for Default

- 9.1. Department of Tourism, DNH & DD may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:
If the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Department of Tourism, DNH & DD; or If the service provider fails to perform any other obligation(s) under the Contract. If the service provider, in the judgment of the Department of Tourism, DNH & DD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

10 Purpose of Termination Clause:

- 10.1 "Corrupt practice" means the offering, giving, receiving or soliciting of

anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;" If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.

11 Force Majeure

- 11.1 Notwithstanding anything contained in the tender, the SI shall not be liable for liquidated damages or termination for default, if and to the extent that, it's a delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 11.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 11.3 If a force Majeure situation arises, the service provider shall promptly notify Department of Tourism, DNH & DD in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by Department of Tourism, DNH & DD in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

12 Limitation of Liability

- 12.1 In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the Software or services supplied under this Agreement, which gives rise to the liability.

13 Termination for Insolvency

- 13.1 Department of Tourism, DNH & DD may at any time terminate the Contract by giving written notice to the Supplier/service provider, if the Supplier / service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier / service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Department of Tourism, DNH & DD.

14 Termination for Convenience

- 14.1 Department of Tourism, DNH & DD by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Department of Tourism, DNH & DD's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 14.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by Department of Tourism, DNH & DD at the Contract terms and prices. For the remaining services, Department of Tourism, DNH & DD may elect.
- 14.3 To have any portion completed and delivered at the Contract terms and prices; and/or To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

15 Right to use defective software/equipment

- 15.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the software/equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such software/equipment until rectification of defects, errors or omissions by debugging / repair or by partial or complete replacement is made without interfering with Department of Tourism, DNH & DD's operation.

16 Supplier / service provider's Obligations

- 16.1 The service provider is obliged to work closely with Department of Tourism, DNH & DD's staff, act within its own authority and abide by directives issued by Department of Tourism, DNH & DD.
- 16.2 The service provider will treat as confidential all data and information about Department of Tourism, DNH & DD, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Department of Tourism, DNH & DD.

17 Site Preparation and Installation

- 17.1 Department of Tourism, DNH & DD is solely responsible for the preparation of the sites in compliance with the technical and environmental specifications defined by the service provider. Department of Tourism, DNH & DD will designate the installation sites before the scheduled installation date to allow the service provider to perform a site inspection to verify the appropriateness of the sites before the deployment of software. This activity should be undertaken immediately after signing of the contract with the Department of Tourism, DNH & DD so that there is no delay in the implementation of software due to site problems. The software requirement report should be submitted within the first 30 days after signing of the Contract with the Department of Tourism, DNH & DD.

18 Proposed timelines for Implementation from the date of issuance of work order (3 Months)

19 Payment Schedule

Milestone	Percentage Payable
After conceptualization of the whole Software (Submission SRS Document) & Design Approval	30%
Successful Development of Website	40%
After successful completion of the work Implementation report and handing over of all source code, metadata, licenses certification etc. to the organization or their authorized representative.	30%
Maintenance charges will be paid on a Quarterly Basis once the site and applications work is completed.	
Domain & Hosting Will paid on Yearly Bases	

Note: No advance payment will be made.
Taxes are included as applicable
Maintenance will be paid on a Quarterly Basis.
Please note Source Code will be Department's Property

20 Unconditional Bid

20.1 Bidders shall not put any condition of any kind in the Technical and Financial Bid, failing which the bid shall be rejected as non-responsive.

21 No Variable Cost in Financial Bid

21.1 Bids with variable costs/rates shall not be considered and shall be rejected as non-responsive at the discretion of the Department of Tourism, DNH & DD.

22 Resolution of Disputes

22.1 In this regard Department of Tourism, DNH & DD doesn't go for any arbitration on dispute and the Department of Tourism, DNH & DD's decision will be final and binding on the service provider.

23 Governing Language

23.1 The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

24 Applicable Law

24.1 The Contract shall be interpreted in accordance with the laws of UT Administration of DNH & DD jurisdiction Only

25 Taxes and Duties

25.1 Taxes are inclusive as applicable

26 Binding Clause

26.1 All decisions taken by the Department of Tourism, DNH & DD regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

27 Notice

27.1 Any notice, request, or consent required or permitted to be given or made pursuant under to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project-specific Contract Agreement.

28 Subcontract/Outsource

28.1 Consortium will be allowed. Maximum 2 parties. (Consortium Company Should have Same nature of Business)

29 Security Audit

29.1 Website and Application should be hosted and released only after undergoing the Website Security Audit as per the guidelines of the Government of India. Department of

Tourism, DNH & DD will be responsible for the Payment of Security audit and the Web developers should be responsible to fix the vulnerabilities found.

30 Hosting Specification

VPS Fully Managed Server

8 vCPU w/Managed

8 CPU Cores

32 GB RAM

400 GB NVMe SSD Storage

Website Backups must Require Periodically

Require fully manage the server

Require 3 additional IPs

SSL Certificate Required

Hosting Condition

- The VPS provided must be located in INDIA
- Managing the Web Server for operation with maximum efficiency and security for complete web hosting work.
- The Service provider should ensure that there should be zero data loss.
- The Service Provider is required to provide us the fully managed Servers with necessary technical support whenever required
- The Service Provider has to provide full control of the Server for any remote activity. The updating of the Website and its own customized application will be done by the Department and may seek support from Service Provider as and when required.
- 99% Uptime shall be ensured for the Web server and Website
- Service Provider has to provide fully managed services for Web Server, Database, Application, Security etc
- Service Provider has to provide the all the credentials to Department Periodically.

Section IV: Scope of Work

Feature Listing for designing, development, operation, and maintenance services for a New Website for the Department of Tourism, DNH & DD:

It will be the Single Portal for the Tourism Department of DNH & DD, for All Three districts Dadra & Nagar Haveli, and Daman & Diu.

Technical Specification for Website and Web Application

Technical Specification for Website as per the GIGW Guideline:

- a. Website should run independently of IP Addresses.
- b. Website should be IPv6 compliant.
- c. Website should be running on SSL & follow HTTPS protocols.
- d. Website can be compatible to run on the multi-server environment for load sharing
- e. The Website should be a Completely responsive website a for consistent and seamless browsing experience across devices like mobile, tabs, laptops and computers.
- f. Secure logging would be provided for Web Server / DB Server.
- g. Secure password without storage in the code.
- h. International standards would be maintained so that we are not infringing any copyright for images, content, etc.
- i. Website should be in a specific manner so that authorized officials can easily maintain the respective content themselves.
- j. Website Features as per the GIGW Guidelines: Skip to Main Content, Font Resize, Default theme & Black Theme

Others:

1. Vendor should use the operating Server should be Linux, Web Server, Database, Web Framework, and Programming Language Should be Open-Source Technology, WordPress Frame work and Readymade templates will be not allowed.
2. Website should be compatible with all major latest browsers (i.e. Mozilla Firefox, Google Chrome, Safari, Edge, etc.)
3. Vendor should use the latest techniques to build a new Website rather than using old methods e.g. JQuery rather than using flash to rotate images.
4. Any user input system should have a captcha system (Captcha should be neat and clean).
5. Website should have a Breadcrumbs feature which should help people to be aware of their navigation trail.
6. Sufficient security measures should be applied against vulnerabilities e.g. hacking / SQL-injection-attack etc.

7. Website should be in a specific manner so that authorized officials can easily maintain the respective content themselves.
8. Vendor should develop a website with the concept of less web space and memory. So, web pages can load quickly but this shall also accommodate the requirements of the Tourism Department of DNH & DD.
9. Searching facility in the Website for internal Website search as well as an advanced search option should be there
10. There might be minimal changes in the feature listing mentioned above; the final feature listing will be finalized at the time of the SRS Document.
11. Vendor should implement the Third Part API, in case of requirement. (Chargeable API Charges will be paid by Department)
12. Tourists should be able to share on their social media Platforms Like Facebook, Insta etc. about the places to Visit.
13. The Payment of Security Audit will be paid by the Department of Tourism DNH & DD, Daman, Web developers should be responsible to fix the vulnerabilities found.
14. Language Selection Option (Hindi/English & Gujarati)
15. Blog Integration for News & Updates on the website.
16. Hygiene Social Media Optimization to link social media profiles and enhance the authority of the website on search engines.
17. The websites should be highly optimized for search engines. Alt tags, headings tags, metadata, sitemaps etc. are properly defined.
18. Online Payment Integration one or as per the Department requirement.
19. If the Data Migration is required the service provider has to migrate the Date

Dadra Nagar Haveli and Daman and Diu Tourism Feature Listing

- Home
 - Place to Visit
 - Facilities

- Citizen Corner
 - Upcoming Events
 - History About DNH & DD
 - How to Reach (Dadra Nagar Haveli & Daman & Diu)
 - Connectivity
 - By Air
 - By Railway
 - By Road
 - By Chopper
 - Media (i.e. Photo and Video Gallery)
 - Search
 - Tender
 - Department Address
 - Dadra Nagar Haveli
 - Daman
 - Diu
 - Social Media
 - Location
 - Useful Links
 - Contact Us
 - Contact / Feedback Form
 - Visitor counter
 - Screen Reader Access
 - Related Website Links
 - Sitemap
 - FAQs
- About Tourism Department, DNH & DD
 - Introduction
 - Organization Structure
 - Who's Who
- Special About DNH & DD
 - **Place to Visit**
 - ❖ Diu

Place to Visit (Tourist Will be able to view the list of nearby places from their Location and will be able to view the Distance Also, through this website Tourists should be able to buy online tickets for INS Khukri vessel Visit)

 - Beaches
 - Bird Sanctuary

- Churches
- Fort
- Museums
- Water Sports
- Temple
- INS Khukri
 - **Online Booking**
 - Select Date
 - Select Time Slots
 - Add Adult Members
 - Add Children
 - Pay now
 - Intro for the Visitor to get into feeling the Pride of India
 - History of INS Khukri F149
 - History of INS Khukri P-49
 - Decommissioned Khukri Handed over to Diu Administration
 - The Martyrs of INS Khukri F149 (1971)
 - Gallery

❖ Daman

- Beaches
- Tribes India Showroom
- Dominican Monastery
- Fort of St. Jerome
- Moti Daman Fort
- Nani Daman Fort
- Light House

❖ Dadra & Nagar Haveli

- Dudhani Lake
- Tribes India Showroom
- Daman Ganga River Front
- Nakshatra Garden
- Hirwavan Garden
- Tribes Museum
- Vasona Lion Safari
- Satmaliya Deer Park
- Kauncha
- Vanganga Lake Garden
- Tapovan Tourist Complex
- The Church Of Our Lady Of Piety

- Swaminarayan Temple
- Souvenir Shop – The Silva Store
- Facilities Available (Tourist Will be able to view the list of nearby Hotels, Bars and Liquor Shops etc. from their Location and will be able to view the Distance)
(Individual Details for all 3 Location – Dadra & Nagar Haveli & Daman & Diu)
 - Bars and Liquor Shops
 - Hospitals
 - Hotels
 - Parking Place
 - Petrol Pumps
 - Public Toilets
 - Public WIFI
 - Sport Facilities
 - Rent a Bike
 - Rent a Cycle
 - Tent
- **Citizen Corner**
 - Saral Seva Kendra
 - Election Detail
- Achievements
- E-Bus Schedule
- Swachh DNH & DD
- Announcement & Circulars.
- News
- Press Release
- Downloads
- Emergency Services
- Do & Don'ts
- Terms & Conditions
- Copyright Policy
- Privacy Policy
- Hyperlinking Policy
- Help
- Disclaimer
- Citizen Corner
 - RTI

- Hotel Registration Form
 - Select District
 - Name
 - Contact Details
 - Address
 - Tariff
 - Others
- Cinematic Tourism (It should provide the Provision to Fill the Form from website for the Approval and in Backend the Submitted Form should be shown)
 - Films (eg. Films Shoot in DNH & DD Like Ram Satu)
 - Application form (eg. Fill up the form for the Shooting Permission for Films, Pre-Wedding shoot, etc.)
 - Important link
- Light Box (Lightbox popup should be display on website as and when department Requires from backend)

Web Application/Web Admin

- Super Admin
- District wise User
- Login
- Captcha
- Forget Password
- Profile
- Setting
- Add Users
 - Search for any user and view all their information
 - Grant / deny access to members
 - Manage users' admin rights
 - Manager users' access to virtual spaces
- View Feedbacks Submitted by tourist
- Add/Update Upload Image and Document for:
 - Place to Visit
 - Name
 - Information
 - Upload Image
 - Charges
 - Location
 - Timing
 - Holiday
 - Best Time to Visit

- Facilities
 - Registered Hotels (Approve or Reject)
 - Name
 - Number
 - Address
 - Location
 - Price
- E-Bus Schedule
- Citizen Corner
- Upcoming Events
 - Title
 - Info Graphic
 - Date
 - Time
 - Location
 - Information about the Events
- About DNH & DD
- How to Reach
- Media (i.e. Photo and Video Gallery)
- Tenders
- Circulars
- RTI
- Department Address
- Reports (Other Reports as per the Department Requirement)

3.1 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.
- d. Operation and maintenance of DNH & DD Tourism website(s) that includes Addition /Editing /Updating content (text, images, videos), if required changing of existing 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, 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 (It will be predefined Questions & Answers)
- 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"> • Number of unique site visitors • Number of return visits to website • Average time spent on website • Average time for page load • Visitor journey mapping through individual visitor /cookie level reporting
2	Website Traffic Sources	<ul style="list-style-type: none"> • Percentage of direct traffic – visitors that visit site by typing the URL into their browser • Percentage of referral traffic – visitors that visit site by clicking on a URL on another website • Percentage breakup of referral sources • Percentage of organic traffic – visitors that discover the website through DNH & DD Tourism listing from a search result in a search engine • Campaign traffic – visitors that visit website through a dedicated campaign or clicking on a link with certain tracking parameters.

3	Total Conversions	Show conversions in ways such as- <ul style="list-style-type: none"> • Requesting additional information • Signing up for promotional content
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"> • number of lead conversions assisted by organic search • number of customer conversions assisted by organic search • percentage of traffic associated with branded keywords • percentage of traffic associated with unbranded keywords

- 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 & DD Tourism, if it's required by department.
- 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 server where the site is to be hosted, must be in India.
- d. At the end of Operation and Maintenance period, the agency shall handover full source code and content to the Department of Tourism.

Forms

1 Bid Proposal Form

Date:

Tender No:

To

Dear Sir,

We have examined the Bidding Documents Tender Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render **“Tender for Development of Website and Maintenance for Department of Tourism, DNH & DD”**

In conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

We undertake, if our bid is accepted, to render the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us.

If our bid is accepted, we will obtain the guarantee of a bank for the sum indicated as per tender document for the due performance of the Contract, in the form prescribed by Department of Tourism, DNH & DD. We agree to abide by this bid for a period of 90 days after the date fixed for bid opening of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Name:

Address:

We understand that Department of Tourism, DNH & DD are not bound to accept the lowest or any bid you may receive.

Dated _____ day of _____ 2023

Signature

(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

2 Particulars of the Bidder's organization

Sr. No	Particulars	Details to be furnished
1.	Details of responding company	
a)	Name of the Company	
b)	Address	
c)	Contact Details	
d)	Website	
2.	Details of Contact Person	
a)	Name	
b)	Designation	
c)	Address	
d)	Mobile no.	
e)	Fax no.	
f)	E-mail	
3.	Details of Authorized Signatory (Attach Government Recognize ID Proof)	
a)	Name	
b)	Designation	
c)	Address	
d)	Mobile no.	
e)	E-mail	

4.	Information about responding company (please attach proof)	
a)	Status of company (Public Ltd. / Pvt. Ltd etc)	
b)	Details of Registration (Incorporation Certificate Registration No.)	Date & Registration No.
c)	Details of ISO Quality Certifications	
d)	Locations and addresses of offices	
e)	Consortium Company's Detail: Name, Address and Contact Details	

3 Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

4 Financial Strength of the bidder

Financial Year	Turnover (Rs. In Lakhs/Cr)	Audited Accounts uploaded (Yes/No)
2018-2019		
2019-2020		
2020-2021		
2021-2022		
2022-2023		

Note:

- Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit and Loss Account for the last three financial years.

5 Details of completed/ongoing Dynamic Software Applications projects of value equal to or more than Rs. 10 lacs.

Name of Department/ Company	Workorder Subject	Workorder Date	Order value (Rs.)

(Please attach relevant Work Order)

6 Financial Bid (To be uploaded online only)

Financial Bid Format
Annexure A

Sr. No.	Description	Total Charges (Inclusive of all applicable taxes)
1.	Development Charges for Website (Including 3 Years of Maintenance)	

Annexure B

Sr. No.	Description	Charges Per Year	No. of Years	Total Amount (Rs.)
1.	Domain Charges		5	
2.	Hosting Charges		5	
3.	Additional 2 Years Operation & Maintenance Charges for Website		2	
Total Charges (Inclusive of all applicable taxes)				

Annexure C

Sr. No.	Description	Amount (Rs.)
1.	Annexure A Total Charges (Inclusive of all applicable taxes)	
2.	Annexure B Total Charges (Inclusive of all applicable taxes)	
Total Final Project Amount (Inclusive of all applicable taxes)		

Note:

- The rate should not be provided as a percentage figure but in absolute Indian Rupees.
- Any third-party Chargeable API is required to use during the Development; Department will be responsible for the Payment.
- Taxes are inclusive as applicable
- Annexure C amount (**Total Final Project Amount**) will be used for the Evaluation of the Financial Bid.

7 Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Department of Tourism, DNH & DD (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s.

..... having Office at (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of

_____by issue of Purchase Order No..... Dated..... issued by Department of Tourism, DNH & DD for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of software as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER,_____having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs.

_____(Rupees_____) to the OWNER/PURCHASER on demand at any time up to_____without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by

the OWNER/PURCHAER 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 OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER 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 OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

_____ Dated at _____ on this _____ day of _____ 2023

Signed and delivered by

_____ For & on Behalf of

Name of the Bank & Branch

& Its official Address

8 Self-Declaration

The

-----,

-- Sir/Madam,

Having examined the Bidding Documents including Bid No.: ----- the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for -----

We undertake, if our bid is accepted, to provide _____, in accordance with the terms and conditions in the tender document.

If our bid is accepted, we will obtain the guarantee of a bank for a sum equivalent to 10% of the Contract value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 90 days after the date fixed for opening of Price Bid section under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 5 years, ending on December 2022. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract.

Dated this _____ day of _____ 2023

Signature: _____

(In the Capacity of): _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder/ lead bidder in case of consortium.