



**UTTARAKHAND TOURISM DEVELOPMENT BOARD, (UTDB)
PT. DEEN DAYAL UPADHYAY, PARYATAN BHAWAN,
NEAR O.N.G.C. HELIPAD, NIMBUWALA,
GARHI CANTT, DEHRADUN 248 003
Ph. 91-135-2559898, Fax, 91-35-2559988**

Invites

Request for Proposal

For

Selection of agency for development and maintenance of UTDB Website

Issued on 09.06.2023

Client: Chief Executive Officer (CEO)
Uttarakhand Tourism Development Board
Pt. Deen Dayal Upadhyay, Paryatan Bhawan,
Near O.N.G.C. Helipad, Nimbuwala,
Garhi Cantt, Dehradun

DISCLAIMER

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Proposal Submission Procedure: -

- (a) The proposal documents shall be published online on the e-Government Procurement System (e-GPS) portal i.e. <http://www.uktenders.gov.in> on the date and time as mentioned in the tender time schedule (Key Dates).
- (b) The Proposal must be submitted online through www.uktenders.gov.in only within the scheduled time. Submission of the proposal in any other mode shall not be entertained and shall be rejected. The e-portal shall not accept any late proposal as per Server clock.
- (c) All the interested bidders are required to register on e-GPS portal i.e. <http://www.uktenders.gov.in> which is free of cost.
- (d) The bidder is also required to obtain Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Digital Signature is mandatory to participate in the e-tendering. More information on how to obtain a DSC and also its use is available under the link "Information about DSC" on the e-GPS portal i.e. <http://www.uktenders.gov.in>. Bidders already possessing the digital signature issued from authorized CAs can use the same in these tenders.
- (e) Proposals shall be submitted online on the same e-GPS portal i.e. <http://www.uktenders.gov.in> after signing them electronically using a Digital Signature Certificate (DSC) within the stipulated time as mentioned in tender time schedule (Key Dates). Online Proposals, ready for submission / upload, shall include bidding document, scanned copy of Cost of bidding document, proposal security & all the Supporting Documents in support of qualification other than rates filled by the bidder in BOQ.
- (f) Offline submission of Original Documents: - The bidders are also required to submit in original all the documents listed in Clause 14.4 of I.T.C., either by registered post or by hand, in the office UTDB Dehradun within prescribed time. UTDB will not be responsible for any reason for non-receipt of the required original documents within prescribed time.
- (g) Proposals will be opened in the office of the UTDB, Dehradun by the designated Tender Opening Committee in the presence of intending bidders or their authorized representatives on the date and time as mentioned in tender time schedule (Key Dates) If the office happens to be closed on the date of opening of the Proposals as specified, the proposals will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of proposals.
- (h) The proposals shall remain valid for a period not less than 120 days from deadline date of proposal submission.
- (i) Bidders are advised to visit the respective sites before quoting their rates. Once the proposals are accepted, no claim whatsoever will be acceptable.
- (j) A pre-proposal meeting to clarify the issues regarding the tenders is proposed to be held in the Office UTDB Dehradun on date & time as stipulated in ITB Clause 2.1.
- (k) Any Addendum / Corrigendum including any date extension and clarifications will be uploaded on www.uktenders.gov.in and will not be published in newspapers. Hence, interested bidders should regularly visit this website to keep them abreast with the latest developments
- (l) UTDB shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any proposal updates, the Authority shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this proposal.

LETTER OF INVITATION

1. Uttarakhand Tourism Development Board (UTDB) invites proposals from all eligible bidders for development and maintenance of UTDB Website. More details on the services are provided in the Scope of Work in this RFP.
2. Agency will be selected through “**Quality-Cum-Cost Based Selection (QCBS)**” procedure as described in this RFP and in accordance with Uttarakhand Procurement Rules, 2017.
3. The Technical and Financial Proposals shall be submitted online through www.uktenders.gov.in only. No other mode of submission shall be accepted / considered. The Bidders will submit the proposal by the date & time indicated in Data Sheet.

Yours sincerely,

Chief Executive Officer (CEO)
Uttarakhand Tourism Development Board
Pt. Deen Dayal Upadhyay, Paryatan Bhawan,
Near O.N.G.C. Helipad, Nimbuwala,
Garhi Cantt, Dehradun– 248 003
E-mail: publicityutdb@gmail.com

I. Instruction to Bidder (ITB)

Uttarakhand Tourism Development Board (UTDB) invites proposals through e-procurement portal for development and maintenance of UTDB Website as per details given in this tender following Uttarakhand Procurement Rules, 2017.

1. Definitions:

- (a) “**Client**” means the Agency who have invited the Proposals and/ or with which the selected Bidder signs the Contract for the Services and to which the selected Bidder shall provide services as per the terms and conditions and Scope of Work of the contract.
- (b) “**Bidder**” means any entity or person or associations of person who have been requested to submit their proposals.
- (c) “**Contract**” means the Contract signed by the Parties and all the attached documents.
- (d) “**Day**” means calendar day.
- (e) “**Government**” means the Government of Uttarakhand.
- (f) “**Instructions to Bidders**” means the document which provides Bidders with information needed to prepare their proposals.
- (g) “**Proposal**” and “**Bid**” means the Technical Proposal and the Financial Proposal.
- (h) “**RFP**” means the Request for Proposal prepared by the Client for the selection of Bidders.
- (i) “**Assignment / job**” means the work to be performed by the Bidder pursuant to the Contract.
- (j) “**Sub-contract**” means any person or entity with whom the Bidder subcontracts any part of the Assignment/job.
- (k) “**Scope of Work**” means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder.
- (l) **Good Industry Practice** shall mean practices, methods, techniques and standards as changed from time to time that are generally accepted for use in the infrastructure, construction and real estate industry or any other good industry practice which is relevant to the said project.
- (m) “**Services**” means the work to be performed by the Bidder pursuant to the contract.
- (n) “**Document Fees**” means the amount to be paid to UTDB as Charges for the Bid Document/RFP.
- (o) “**Proposal Security**” stands for Earnest Money Deposit (EMD) and have the same meaning.

THE WORDS AND EXPRESSIONS BEGINNING WITH CAPITAL LETTERS AND DEFINED IN THIS DOCUMENT SHALL, UNLESS REPUGNANT TO THE CONTEXT, HAVE THE MEANING ASCRIBED THERETO HEREIN.

2. Introduction:

Uttarakhand Tourism Development Board advises the Government on all matters relating to tourism in the State. The statutory board is chaired by the Tourism Minister Govt. of Uttarakhand. The Secretary tourism acts as Chief Executive Officer. The board also functions as a regulatory and licensing Authority. UTDB strives to place Uttarakhand on the tourism map of the world as one of the leading tourist destinations, and to make Uttarakhand synonymous with tourism. UTDB requires a seamless transition from the current website to the new website to be developed by the Service Provider. In order to select the suitable Service Provider for development and maintenance of UTDB Website, UTDB invites proposals from eligible bidders as per Uttarakhand Procurement Rules 2017 and its amendments.

2.1 Schedule dates of the RFP

The following shall be the schedule dates of Selection Process:

Sl. No.	Event Description	Date	Time
1	Uploading of Request for Proposal on e-portal	09.06.2023	3:00 PM
2	Pre-Proposal Meeting	16.06.2023	12:00 Noon
3	Last date for receiving Queries/Suggestions	17.06.2023	5:00 PM
4	Commencement of submission of Proposal	23.06.2023	3:00 PM
5	Last date for submission of Proposals	30.06.2023	3:00 PM
6	Opening of Technical Proposals	30.06.2023	3:30 PM
7	Date of Presentation	To be intimated later	
8	Time and date for opening of Financial Proposals	To be intimated later	
9	Venue of pre-proposal meeting and opening of proposals	Uttarakhand Tourism Development Board Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun – 248 003	

- 2.2 The Bidders shall adhere to the date and time and address for submission of the proposals.
- 2.3 The Bidders are invited to submit a Technical Proposal and a Financial Proposal.
- 2.4 Each Bidders shall submit one proposal only. No Bidder or its Associate shall submit more than one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.
- 2.5 Bidders should familiarize themselves with Local conditions and take them into account in preparing their Proposals.
- 2.6 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. Client will not be responsible in any way liable for such costs, regardless of the conduct or outcome of bidding.
- 2.7 The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

- 2.8 The Proposal as well as all related correspondence exchanged by the Bidders and the Client shall be written in English language.
- 2.9 The Bidders are required to submit Technical Proposal on the prescribed formats. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.**

3. Eligible Bidders:

3.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

- (i) The firm should be registered in India having experience in providing services of website development, maintenance and related works for a **minimum of 5 years** i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-2022. Copy of Memorandum and Articles of Association with List of Current Directors for Companies incorporated under the Companies Act and Certificate of Incorporation
Or
Copy of Partnership Deed with Certificate of Registration, under the Partnership Act 1932
Or
Notarized Self Declaration on Stamp Paper of Rs. 100/- for Proprietorship Firms.
- (ii) The firm should have provided website development and maintenance related services to at least **two departments/ministries** of Government of India/ State Govt/UT Administration/Subordinate Department of Govt. of India or State Govt or UT Administration/Central PSUs or State Govt. Undertakings or listed private companies of a Minimum Value of **Rs. 30 lakhs** per organisation in the last 3 years from bid submission date. (submit Client's certificate or CA certificate as per Annexure -5).
- (iii) The firm should have a minimum of 20 staff on their rolls at least since April 2021. Submit PF/ESI challans or Certificate from Chartered Accountant or Banker's Certificate through which salary is transferred.
- (iv) Joint Venture (JV) is not permitted.
- (v) If any bidder, during three years prior to last date for proposal submission, has not signed the Contract after issue of Letter of Award (LOA) by UTDB or failed to execute the Contract after signing for UTDB, is not eligible against this tender.
- (vi) The Service Provider should not have been black listed as on the last date of proposal submission by any Ministry / Department / under taking of Government of India or any State or Union Territory Administration.
- (vii) The firm should have minimum average annual turnover of **Rs. 3 crores** in last five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-2022 from the business of website development, maintenance and related works as per Annexure -6 (CA certificate).

Note: - Turnover Certificate from CA should bear UDIN number, total turnover of firm and turnover from website development, maintenance and related works.

- (viii) In accordance with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019, the eligible bidders (enterprises) are exempted from applicability of qualification criteria related to Financial Turnover and Past Performance.

4. The Proposal:

4.1 The Bidders are required to submit their proposals in two folders:

Folder 1: Technical Proposal

Folder 2: Financial Proposal

Essential Submissions required in the proposals are mentioned below: -

A. Technical Proposal: -Technical Proposal shall consist of;

- (i) Covering Letter on format.
- (ii) Power of Attorney in favor of authorized representative, (If the proposal is signed by proprietor or MD then POA is not required).
- (iii) Affidavit of Correctness on format.
- (iv) Litigation Certificate on format.
- (v) GST Registration Certificate.
- (vi) PAN registration Certificate.
- (vii) ESIC Registration Certificate.
- (viii) EPF Registration Certificate.
- (ix) Proof of Tender Document Fee.
- (x) Proof of Earnest Money Deposit (EMD).
- (xi) Turnover Certificate on format.
- (xii) Past Experience Form on format.
- (xiii) Bidder's Information Sheet on format
- (xiv) Undertaking for deployment of required Personnel on format
- (xv) Bid Securing Declaration on format

B. Financial Proposal:

As per the BoQ in financial folder.

5. The Service Providers should submit along with the proposal, all relevant documents to establish their eligibility.

6. Qualification Criteria:

Quality and Cost Based Selection (QCBS)

To be eligible for opening of the Financial Proposal the Bidders has to obtain **minimum 42** marks out of **70** marks allocated for technical qualification / experience criteria and presentation as prescribed in the Evaluation Metrics.

7. Tender Document Fee:

Bidders are required to submit a non-refundable Tender fee of Rs. 5,900/- (Rupees 5,000/- + GST) in the form of DD / Banker's cheque from a Scheduled Bank, drawn in favour of "CEO, UTDB" payable at Dehradun OR to be paid online as per details given under ITB Clause No. 8 (8.8) before opening of technical proposals. **In case of non-submission of the required Tender Document Fee within time will lead to rejection of the proposal.**

8. Earnest Money Deposit (EMD):

8.1 Bidders are required to submit a refundable EMD of Rs. 2.00 (Two) Lakhs only in the form of DD / Banker's cheque from a Scheduled Bank, drawn in favour of "CEO, UTDB" payable at Dehradun OR to be paid online as per details given under ITB Clause No. 8 (8.8) OR Bank Guarantee issued by a scheduled bank located in India. **In case of non-submission of the required EMD within time will lead to rejection of the proposal.**

8.2 Bank Guarantee as per format in Annexure - 7 for EMD will also be acceptable.

8.3 No interest shall be payable by the Client for the sum deposited as Earnest money deposit.

8.4 EMD shall be valid for a period of 60 days beyond bid validity period.

- 8.5 The EMD of the unsuccessful Bidders would be returned within one month of signing of the contract with successful Bidder. EMD of successful bidder shall be returned after submission of the required Performance Security and signing of the Contract.
- 8.6 Bids accompanied with lesser value of EMD or Tender Document Fee shall be summarily rejected as non-responsive.
- 8.7 The EMD shall be forfeited by the Client in the following events:
- (a) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - (b) If the Proposal is varied or modified in a manner not acceptable to the Client after opening of Proposal during the validity period or any extension thereof.
 - (c) If the Bidder tries to influence the evaluation process.
 - (d) If the successful Bidder fails to submit the required Performance Security and sign the contract within prescribed time.
- 8.8 Bank details for net-banking are:
- (a) Beneficiary name – CEO Uttarakhand Tourism Development Board Dehradun
 - (b) Bank’s name – Indian Bank
 - (c) Account Number - 50517934250
 - (d) Branch – Nimbuwala, Garhi Cantt
 - (e) Address – Nimbuwala, Garhi Cantt, Dehradun
 - (f) IFSC – IDIB000N599
 - (g) GST No. – 05AAALU0031F1ZK
 - (h) PAN – AAALU0031F
- 8.9 The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019 shall be eligible for the applicable exemptions. Such bidders availing the exemption for EMD shall submit “Bid Securing Declaration” in lieu of EMD as per format provided in Annexure - 15.

9. Proposal Preparation Cost:

The Bidder shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process. UTDB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

10. Clarifications:

- 10.1 Bidders requiring any clarification on the tender document through e-mail to publicituyutdb@gmail.com with CC to procurement.utdb@gmail.com prior to the time and date given in the ITB Clause 2.1.
- 10.2 To assist in the process of evaluation of proposals, UTDB may, at its sole discretion, ask any Bidder for clarification including additional information and documents. In case of any additional documents, same can be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to proposal submission time and same could be verified independently. However, no change in the substance of the proposal would be permitted by way of such clarifications. The request for clarification and the response shall be in writing or e-mail or by fax.

11. Amendment of RFP Document:

- 11.1 At any time prior to the Proposal Due Date, UTDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Proposal Document through Addendum / Corrigendum which will be posted on the website: www.uktenders.gov.in only.
- 11.2 In order to afford Bidders reasonable time in which to take an Addendum into

account, or for any other reason, UTDB may, at its own discretion, extend the proposal due date.

12. Validity of Proposal:

- 12.1 The Proposal shall be valid for not less than 120 (One hundred Twenty) days from the last date for Proposal submission (but excluding the day of Proposal submission). Proposals of lesser validity shall be summarily rejected as non-responsive.
- 12.2 Prior to expiry of the original Proposal Validity Period, UTDB may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Proposal Security. The Proposal of any bidder refusing to extend the Proposal Security shall be returned and shall not be included in the further proposal process. A Bidder agreeing to the request of extending the Proposal Security will not be allowed to modify its Proposal, but would be required to extend the validity of its Proposal Security for the period of extension.

13. Pre-Proposal Meeting:

- 13.1 To clarify and discuss issues with respect to the work and the proposal, an online Pre-Proposal meeting will be held on the date, time and place indicated in the Tender Schedule given on Page no. 6 of this document. **Video Conference (VC) link** is available on UTDB website (uttarakhandtourism.gov.in). Attendance of the bidders at the Pre-Proposal meeting is not mandatory. **But it is highly recommended to attend pre-proposal meeting for understanding the provisions of RFP and selection process.**
- 13.2 During the course of Pre-Proposal conferences, the Service Providers will be free to seek clarifications and make suggestions for consideration of UTDB. UTDB shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

14. Original Documents Required:

- 14.1 The Bidder shall submit the below mentioned original documents before last date and time for opening of Technical Proposal in Client's office. Non submission of the required original submissions within scheduled time may lead to rejection of the proposal.
 - (a) Original Document Fee (not required in case on online payment);
 - (b) EMD (not required in case on online payment);
 - (c) Power of Attorney (if applicable) and;
 - (d) Affidavit.

No other original documents are required at this stage.

15. Bidders may note that UTDB will not entertain any deviations to the proposal Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the proposal Document with all its contents including the Contract. Any conditional Proposal shall be regarded as non-responsive and shall be rejected.

16. No interpretation, revision, or other communication from UTDB regarding this solicitation is valid unless posted on website: www.uktenders.gov.in.

17. Submission, Receipt and Opening of Proposal:

- 17.1 The Bidders submit their Technical and Financial Proposals online through www.uktenders.gov.in only in the respective formats. **Submission of Proposals through any other mode is not acceptable and shall be rejected.**
- 17.2 Technical Proposal shall be uploaded in the prescribed format along with scanned copy of Proposal Document Fee, EMD and supporting documents along with presentation as per the RFP in the “Technical Folder” on e-portal. Similarly, Financial Proposal shall be uploaded in the “Financial Folder” in the prescribed format as per the BoQ.
- 17.3 An authorized representative of the Bidders shall initial all pages of the Technical Proposal. The authorization shall be in the form of a written Power of Attorney accompanying the Proposals.
- 17.4 UTDB, at its sole discretion, may extend the last date for Proposal submission by issuing an Addendum on the website: www.uktenders.gov.in only.
- 17.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the bidding documents or submission of a proposal not substantially responsive to the tender document in every respect will be at the Service Provider’s risk and may result in rejection of its proposal.

18. Modification and Withdrawal of Proposals:

- 18.1 The Bidder may modify or withdraw its Proposal on e-portal before the Proposal Due Date and time. However, no Proposal can be modified or withdrawn thereafter.
- 18.2 Withdrawal of a proposal during the interval between the proposal due date and expiration of the proposal Validity Period would result in forfeiture of the EMD.

19. UTDB reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by UTDB in respect of such Proposals.

20. Conditional Proposal shall not be considered. Any Proposal found to contain conditions attached, shall be rejected.

21. Proposal Opening:

- 21.1 Bidders’ representatives who choose to be present may attend the Proposal opening.
- 21.2 If the office happens to be closed on pre-proposal meeting or proposal opening day, same stands postponed to the next working day without any change in time or venue. **However, there will be no change in Proposal submission date on e-portal, unless it is also extended.**

22. Confidentiality:

- 22.1 In case of the bidders, any act of interference or attempt to influence the personnel associated with the evaluation shall be viewed seriously; and may also result in declaring the proposal as invalid.
- 22.2 Information relating to the examination, clarification, evaluation and recommendation shall not be disclosed to any person not officially concerned with the process. UTDB will treat all information submitted as part of proposal in confidence and will ensure that all who have access to such material treat it in confidence. UTDB will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

23. Proposal Evaluation:

- 23.1 To assist in the examination, evaluation and comparison of Proposals, UTDB may utilize the services of Consultant/s or Advisor/s.
- 23.2 Evaluation of Proposals will be done in two stages – first of Technical Proposal i.e.,

The bidders, who have necessary qualification and meet eligibility criteria given above shall be considered for a presentation before the Tender Scrutiny Committee (Selection Committee of UTDB).

The presentation should cover following criteria:

Existing work of the Bidder

- (a) Profile with nature of services rendered
- (b) Clients handled with focus on Tourism/Hospitality organisations
- (c) Case Study of 2 organizations handled by the firm showcasing different approaches

Planning and Execution of UTDB Project

- (a) Understanding of the nature of work entailed
 - (b) Coverage as per Scope of Work / SRS and tentative wireframe
 - (c) UI / UX prototype
 - (d) Innovative ideas
 - (e) Development methodology and approach
- 23.3 The financial proposals of only those bidders will be opened who have obtained **minimum 42** marks out of **70** marks allocated for technical qualification / experience criteria and presentation as prescribed in the Evaluation Metrics. The proposal will be evaluated on QCBS method, bidder obtaining the highest combined score shall be declared as Successful Bidder.
- 23.4 From the time Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Client in the examination, evaluation, ranking of Proposals and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 23.5 TSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 23.6 Financial proposals of only those firms who are technically qualified shall be opened publicly in the presence of the Bidders' representatives who choose to attend.
- 23.7 The TSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal no corrections are applied to the Financial Proposal in this respect.
- 23.8 As part of Evaluation, UTDB reserves the right to seek additional information and / or documents from individuals / organizations referred to in the Proposals. Further, to assist in the process of evaluation, UTDB may also seek from Bidders documents of historical nature i.e., either the documents or facts in the documents should have existed prior to proposal submission time and same could be verified independently. However, no change in the substance of the Proposal would be permitted by way of such clarifications. The request for clarification and the response shall be in writing.
- 23.9 In addition, the Client reserves the right to verify the authenticity of documents / information from any source, including with the client/s of respective project / assignment.

23.10 With regard to Qualification criteria, Evaluation criteria and Bidders' proposals, the interpretation and decision of the TSC shall be final and binding on all Consultants.

24. UTDB's Right to Accept or Reject Proposal:

24.1 UTDB reserves the right to accept or reject any or all of the proposals with or without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Work, without liability or any obligation for such acceptance, rejection or annulment.

24.2 UTDB reserves the right to reject any Proposal including that of the Preferred bidder if:

(a) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any Bidder is established, the Bidder may be blacklisted and /or appropriate legal proceedings may be initiated against such Bidder as per the prevailing laws, OR

(b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

24.3 If such disqualification/ rejection occurs after the Financial Proposals have been opened and the highest ranked Bidder gets disqualified / rejected, then UTDB reserves the right to:

(a) either invite the next highest ranked Service Provider to match the Financial Proposal submitted by the Successful Bidder; OR

(b) Take any such measure as may be deemed fit in the sole discretion of UTDB, including annulment of the bidding process.

25. Negotiation

Ordinarily no negotiation shall be done. However, where price negotiation is necessary in the opinion of UTDB the same shall be resorted to with the highest combined scorer.

26. Notifications:

26.1 Upon acceptance of the Financial Proposal of the Preferred Service Provider with or without negotiations, UTDB shall declare the Preferred Service Provider as Successful Service Provider.

26.2 UTDB will notify the Successful Service Provider by facsimile or e-mail and by a letter (Speed Post / Registered Post) that its Proposal has been accepted.

27. Acceptance of Letter of Award (LOA):

Within three (3) days from the date of issue of the LOA, the Successful bidder shall confirm acceptance of the LOA.

28. Execution of Contract:

28.1 The Successful Service Provider shall execute the Contract within seven (7) days of the issue of LOA or such time as indicated by UTDB.

28.2 The draft Contract is given in Annexure - 10

29. Performance Security:

29.1 Before signing of the Contract, the Successful Service Provider shall furnish Performance Security for an amount equivalent to 10% of Contract amount including GST quoted by the Service Provider by way of DD or Banker's cheque payable in favour of "Chief Executive Officer, UTDB" at Dehradun or an irrevocable and unconditional Bank Guarantee (Annexure 11) issued by a scheduled bank located in India in favour of UTDB with validity for 60 (sixty) days beyond the performance of

the Contract.

- 29.2 The Performance Security of the Service Provider shall be returned by UTDB without any interest within 1 month of the completion of the contract tenure subject to terms and conditions of the contract.
- 29.3 The Performance security shall be forfeited and en-cashed in the following cases:
- (a) If the Successful Service Provider withdraws midway during the work completion.
 - (b) Any other act or acts of the successful Service Provider which renders the work un-operational and UTDB establishes sufficient reasons to forfeit the performance guarantee.
- 29.4 Failure of the successful Service Provider to furnish the Performance Security shall constitute sufficient grounds for the annulment of the award in which event the UTDB may make the award to the next highest evaluated Service Provider or call for new proposals.

30. Suspension for participation in UTDB tenders: Withdrawing the proposal or failure to sign the Contract or its execution in full or part after signing shall result in suspension from participation in the tenders of UTDB of the bidder in future. The suspension shall be effective from the date of occurrence of the event for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security, if already submitted.

31. Debriefing and Appellate:

- 31.1 Any bidder may request in writing to CEO, UTDB for debriefing after award of contract.
- 31.2 Any bidder may also choose to submit representation to Secretary Tourism, Government Uttarakhand, who may take appropriate decision and action based on the merit of the case

About UTDB

Uttarakhand Tourism Development Board (UTDB) is an autonomous body under the Govt. of Uttarakhand to advise the Government on matters relating to tourism planning, infrastructure development and marketing of tourism products in the State.

Secretary-Tourism is the Chief Executive Officer and UTDB is continually to:

- Place Uttarakhand on the tourism map of the world as one of the leading tourist destinations, and to make Uttarakhand synonymous with tourism.
- Develop the manifold tourism related resources of the State in an eco-friendly manner, with the active participation of the private sector and the local host communities.
- Develop tourism as a major source of employment and income/revenue generation and as a pivot of the economic and social development in the State.

Recent Achievements to the State Tourism Board's credit

2022

National Tourism Awards institute by Ministry of Tourism, Govt of India for the year 2018-19 (declared in 2022)

- Best State for Comprehensive Development of Tourism.
- Best State for Adventure Tourism.

2021

- Uttarakhand Tourism received the prestigious "One to Watch" award from the World Responsible Tourism Awards committee. Uttarakhand Tourism was recognized for its efforts in sustaining employees and communities through the pandemic.
- Uttarakhand Tourism won big at the India Today Tourism Survey & Awards 2021, with three awards - "Best Wildlife Destination", "Best Adventure Destination" & "Best Spiritual Destination".

2019

- Uttarakhand Tourism won the award for "Best State Adventure Tourism" at the South Asia Travel Awards on August 30, 2019.

Project Overview

UTDB already has a website (www.uttarakhandtourism.gov.in) that showcases the various tourism offerings of the State and hosts relevant departmental data.

The project for which this bid is invited has the following main components:

1. Take-over of the current Tourism website's code and running it without issues until a new Tourism website is developed as per the given scope of work.
2. Development, testing, commissioning, hosting and maintenance of a new Tourism website/web application.
3. Development, testing, commissioning, hosting and maintenance of a Tourism App for Android and iOS platforms

Project Goals

The goals of this project include:

1. UTDB requires a seamless transition from the current website to the new website to be developed by the Service Provider.
2. The new Tourism website/web application should:
 - a. Be a 'state of the art' website/application, in line with websites/web application of prominent Tourism States nationally and internationally.
 - b. Have a User Friendly User Interface and serve as a one stop shop for tourism information about the State.
 - c. Be easily updateable with new / updated content and information without much technical intervention.
 - d. Be developed using the latest coding language and practices to ensure it is easily upgradable and maintainable over Govt. of India website compliance standards.
 - e. Be scalable and interfaceable as per the Govt. of India and State system interaction requirements having latest technology and latest version updated.
3. The new Tourism app should:
 - a. Be a 'state of the art' app, at par with the best Tourism apps nationally and internationally.
 - b. Have a tourist friendly User Interface and serve as a one stop shop for tourism information about the State.
 - c. Be easily updateable with new / updated content and information and be in tandem with the Tourism website.
 - d. Be developed using the latest coding language and practices to ensure it is easily upgradable and maintainable over the next 10 years.
 - e. Be compliant with the MoT and State website compliance standards.
 - f. Be scalable and interfaceable as per the Ministry of Tourism, Govt. of India and Uttarakhand State system interaction requirements.
4. Security Audit, SSL, DR Drill Activity, PAM authentication from time to time as per the regulatory framework of ITDA, Uttarakhand and GOI. The Fee for this activity should be incorporated in the Financial bid of the firms.

Broad Scope of Work

1. Management of existing website.
 2. Design, development, testing and commissioning of new website/application.
 3. Maintenance and management of new website.
 4. Design, development, testing and commissioning of Tourism App.
- The existing website to be maintained for 3 months during which the new website should be ready for commissioning.
 - This website currently has static & dynamic pages and User Registration Features with online payment facility in the Homestay and Travel Trade Sections.

In the meanwhile, a future ready a new website/web application should be developed having the following features:

- The webpages/app shall have information on various aspects of Uttarakhand Tourism with destination pages, route maps etc.
- The webpages/app will be linked in a fashion that the user is able to navigate easily as per destinations and/or themes and/or activities.
- The website/application to have *Interactive Map/Journey Planner* feature where visitors can plan itineraries, routes etc. by giving some inputs.
- The webpages/app to have photographs, videos etc. also.
- The webpages/app will have links to UTDB's social media handles - Instagram, Facebook, Twitter etc redirecting the users to these handles.
- The webpages/app will have a dedicated space for Blogs, Newsletter to be created and posted by the Service Provider on behalf of UTDB.
- The website will have a Media page with logos and low res images of the various destinations/themes to be used by the media.
- The website will have a section on "Uttarakhand Tourism in News" to publish various news articles, video news etc. about Uttarakhand.
- The website to have Analytical Features like User Count and facility to give information such as Direct Visitors, visitors redirected from other online channels, visitors redirected from this site to its own subdomains/microsites/webpages, Average time spent on the site etc.

The website to broadly have two sections - for the User/tourist and for the stakeholders - homestays, travel trade, digital content creators.

Tourists/Public at large

- The webpages for the User/tourists/public at large to have a visually appealing, lead and clean appearance with interactive maps, route planners and other modern features.

Homestays/Travel Trade

- The front end pages will provide a search based listing of homestays, Travel Facilitators to the visitors/public at large.
- To have facilities for the stakeholders - Registration Forms with payment and document upload facility, Event Page Creation facility, Automatic Unique ID Generation Facility to track the applications, Automatic Unique ID Certificate Generation facility, Reports for UTDB such as district wise Registrations, pending registrations, Homestays/Travel Trade Operators due for renewal etc.
- There should be facility for homestay owners to create their own listing by adding information, photos, longitude & latitude, directions map, contact numbers etc. Similar feature to be created for Travel Trade operators.
- Payment Gateway Facility for online payment for various functions/activities such as Homestays and Travel Trade, Event Page Payments etc.
- There should be facility for users/tourists to give Feedback and Ratings to the Homestays and Travel Facilitators.
- The website to have facility to track images, content which is objectionable which should not be allowed to be uploaded by any of the stakeholders.

Content Creators

- The website to have facility for digital content creators to register and submit their content to UTDB online. In future, UTDB shall develop a plan to pick and post photos/reels/videos from this content and pay the content owners an honorarium. Online Payment facility should also be developed.
- The content creators should be able to submit their content in various formats like .jpeg, .gif, .mov, .mp4, various e-book formats etc.

Other features

- The website should be developed with a Backed Admin Panel/Dashboard which can be operated by the designated users through a login ID and Password with adequate training input and IT intervention is minimised.
- A backed Admin Panel/Dashboard with login ID and Password should be made available to UTDB for Real Time MIS Report Generation. This panel should also have facility for UTDB to block the users and remove the content posted by them. The Master Administrator should be able to restrict user access such as view only, amendments also etc. A Maker - Checker/Verifier type of module to be developed having Access Control Features like RBAC.
- The webpages to be SEO enabled.
- A Query based Chat Window to be created with Daily/Weekly/Monthly reporting as per desired MIS.
- The website should have links to various GOI/GUK portals including redirection to booking sites like GMVN/KMVN, Nidhi/Utsav etc. portals with easy to use forms for the user for uploading the information on these portals.
- The website should have the requisite security certifications.
- The website should be developed with features enabling UTDB to modify the data/information such as content, images, videos with minimal technical input by general users after adequate training.
- The website should be developed in the latest CMS/software (latest version - 1 shall be the acceptable standard) and should be future ready.
- The website to have a live feedback page.
- The website should be developed in a manner that the content for the App could be linked and generated using the content available on the website.
- Integration of Payment Gateway for seamless online payment transactions with backend report generation facility.

The overall look and feel of the website and app should be of a progressive tourism state of the country with features for the young generation as well as the traditional users.

Tenure of Contract

- 3 years with possible extension of 1 year twice.
- The Extension shall be purely based on the performance of the Service Provider as per the Terms and Conditions.
- The Service Provider shall not claim the Extension as a matter of right.
- Decision of UTDB shall be final and binding.

Rates to be quoted

- The Service Provider shall quote the following:
 - (A) One Time Design, Development, Testing and Commissioning Cost along with 3 months' maintenance of the existing website. This should be quoted without GST
 - (B) Percentage of (A) as Annual Maintenance Cost.

- The Annual Maintenance Cost (B) shall become payable after the successful commissioning of the website/web application after 3 months or later, as per actual commissioning date. This Cost shall remain firm for a period of 3 years.
- The design, development, testing and commissioning of the App should be done within 3 months of the date of commissioning of the website/web application.
- In case UTDB decides to extend the contract beyond the 3-year period, there shall be no increase in rates.

Payment Schedule

- **80%** payment of One Time Design, Development, Testing and Commissioning shall be made after successful launch of the website/web application.
- Remaining **20%** payment shall be made after successful launch of the Tourism App.
- Payment of Annual Maintenance Cost shall be done on monthly basis by dividing the value as per (B) by 12 or on pro-rata basis, whichever shall be applicable. This shall become payable from the date of completion of one year (1 year) from the date of launch of website/web application which shall be communicated in writing by UTDB to the service provider.
- The Annual Maintenance Cost for the 1st year should be included in the Design and Development Cost.

The payment would usually be made within 15 days of the submission of the bill after scrutiny of the bill as per the Scope of Work.

Illustration

For example, the successful bidder/firm has quoted the following:

	Particulars	Amount in figures (Rs.) without GST
(A)	One time Design, development, testing and commissioning as per the Scope of Work including maintenance of the existing website for 3 months	Rs. 10,000
(B)	Annual maintenance and upkeep, renewal of licenses etc. as per Scope of Work	Percentage (%) of A
		25%

Payments to the firm shall be as under:

S.N.	Particulars	Payment Parameter	Payment Amount
(A)	One time Design, development, testing and commissioning as per the Scope of Work including maintenance of the existing website for 3 months	One time on actuals	Rs. 10,000 plus applicable GST
(B)	Annual maintenance and upkeep, renewal of licenses etc. as per Scope of Work	Monthly @ $(25 \times A / 12) / 100$	Rs. 208 plus GST

The above illustration is only for the purpose of explaining the payment system. It should not be construed as the expected or indicative price quote. All firms should quote based on their experience, expertise and understanding of the project requirements mentioned in this document.

Timelines

During the project, the Service Provider shall submit the deliverables listed in the table below:

Phase	Deliverables	Timelines
1	<ul style="list-style-type: none">• Detailed Action Plan including detailed implementation schedule and activity plan, testing and acceptance plan, application development plan, implementation plan and training plan• SRS and Technical Architecture/Wireframe.• Final technical requirements of the web-portal• Visual and Experience Design	N + 2 weeks
2	<ul style="list-style-type: none">• Demo link for the results of the development	N + 4 weeks
3	<ul style="list-style-type: none">• Demo link/UAT for the final result of the development.• System testing and acceptance according to the plan and Testing Requirement.• List of Reports to be provided on monthly basis to assess the deliverables	N + 6 weeks
4	<ul style="list-style-type: none">• Deployment of the website• Publisher's manual, System administrator's manual and other documentation as described in the documentation requirements• The final version of the web portal, migrated data, software package (including all source codes), all sub-systems, installer packages, configuration files, and all those components which are necessary for the system installation and operation (final tested and corrected version) to be handed over to the Client.• Provision of Full access to website for the Client.	N+10 weeks
5	<ul style="list-style-type: none">• Provision of Maintenance and support based on Maintenance and support requirements.• Monthly Reports on compliance with the Maintenance and support requirements.	Throughout the period of contract

The Service Provider can start developing the App simultaneously with the Website Development process or develop it after the website/application is stabilised.

The App should be able to pull data from the website in case any modifications are made in the website.

N is Date of Issuance of Notification of Award.

Detailed Requirement (Application Development)

Design, development, and maintenance

- The web application to be completely dynamic in nature and modifications to be carried out through Admin Dashboard.
- The website/application/app design needs to be modern, minimalistic and in-line with new trends, also needs to have a consistent look and feel across all pages on the website. It should improve user experiences when interacting with the website through design, navigation etc. The Service Provider should improve the information architecture to provide easier navigation and search capabilities.
- Website/app to be optimized for better search engine results (SEO optimized and SEO friendly). It should have ability to integrate any kind of SEO attributes, sharing of pages from website in social platforms should be available to visitors. UTDB's Social Media pages should be accessible through the website easily.
- The Service Provider should fulfill the provision of optimized coding of the website/app.
- Website should be compliant with Web Content Accessibility Guidelines at least supporting Alternative Text for Images, Keyboard access and visual focus, color contrast and Text Resize. Accessibility features could be adjusted based on client's request.
- Interactive Maps/Journey Planner: Interactive map/Journey Planner should be implemented in the platform pages. It should enable visitors to plan itineraries by filtering information based on certain categories and should have zoom in/zoom out functionality that allow visitors to focus on either the details of a particular region or to gain a quick overview of a wider area. Considering additional functionalities of the Map (like using specific layers, ability to create itineraries between destinations, etc.) would depend on approaches proposed by the Service Provider. The Service Provider shall provide hosting on ITDA/other reliable server. In case the hosting is on ITDA, the Security aspect shall be as per ITDA and GOI Guidelines.
- Service Provider will work in close coordination with other creative agencies appointed by UTDB in order to incorporate social media feeds/banners etc on the website.
- Responsive & Retina Ready: Site should be fully responsive and ready for retina displays.
- Blogs: Design and incorporate Blog as part of the website ecosystem which helps in boosting SEO results will be in scope of the Service Provider.
- All menus / sub menus / headings etc. should have an icon and the same should be without any copyright issue.
- Website layout should be browser independent (Safari, Chrome, Firefox, and Microsoft edge), i.e. website elements should display well on all devices.
- The website should have scalability and provision to add languages in future.
- The website shall support the UNICODE standard.
- The website should have the ability to generate a landing page for specific short-term campaigns.
- The Service Provider should be in a position to change the banners on the homepage at regular intervals.
- Website should have advanced search functionality with ability to search entire site and content, it should:
 - Perform SEO Keyword Searches
 - Perform Misspelled Search terms/ Spelling mistake recognition.
 - Eliminate unavailable Page results.
 - Keyword-based and full text search on all content within the website.
 - Identification of multilingual text input and showing search results of relevant content.
 - Predictive search with Auto Complete.
 - Search by Categories & Tags.

Content Management System

- Open Source CMS's (Ready CMS solutions) shall not be used. Custom CMS solution should provide high security and cover SEO requirements. Service Provider's should demonstrate how their chosen technology covers these two aspects.
- Service Provider should provide and support easy to use Content Management Solution/System for developing, posting and managing the overall content of the website/webapplication.
- CMS should have multilingual support and future scalability and have the option to add other languages/features/modules/workflows in future and accommodate changing organizational needs.
- CMS system must support non-IT literate users to operate the contents within the overall rules and workflow laid down. This will include creating contents, editing, publishing across all modes including text, video etc. across all pages on the site or on specific areas of the site.
- Adding, modifying and deleting information in all available languages in website/webapplication should be implemented within content management system.
- Navigation must be simple and easy to use.
- Easy upload of Videos, photos and documents. It should also support Slideshow/Carouselcreation by publisher.
- Easy to preview linked YouTube Videos.
- Availability of Media Library for Uploaded Media assets.
- Download and upload features to be supported. Display of content in selected order should be supported. Drag, drop, cut and paste options should be easily supported.
- CMS should be able to offer the following built-in facilities: Dynamic Event Pages, Forms/Calendar, Event Management, FAQ Management together with any other facilities needed to fulfillrequested functionalities in this document.
- Event Management System should let users to create Events with all its attributions and relevant media files. Service Provider should propose solutions for synchronization of the created events with the client's social media pages to have unified creation/engagementmanagement for the events.
- CMS should provide the following security features: Audit Trail, Captcha, Login History,Problem Notification and SSL Support, wherever required.
- CMS should offer to preview content before publishing, Font type and size should be uniforms across all the pages.
- The CMS should create SEO-friendly URL's for each page. If pages are later moved or renamed, CMS should configure an HTTP 301 Permanent Redirect to notify search engines. The Proposed CMS should do these tasks automatically. Also, should have features for users to override such Automatic activities to customized settings. The proposed CMS should have built-in support for SEO like Meta tags, Canonical URLs, extension less URLs.
- The CMS should have a detailed log report functionality of all activities performed by the Backend useron the CMS and features in the Audit trail module to track changes and actions in the system. Also feature to register events such as when a page disappears because it wasdeleted or moved and log changes in the configurations.
- Service Provider may need to Integrate workflow management to ensure quality in publishing based on the Client's requirements.
- Version control and rollback functions should be available, rollbacks should be simple and easy.
- Data submitted by the public to the website/application must be held securely (SSL standard).
- Ability to Implement marketing and analytic tools like Google tag, Google Analytics, Facebook Pixel and any other third-party tracking tool through CMS.
- Website/application should run independent of IP Address. i.e. IP Addresses should be not be hardcoded in the source code/configuration.
- Website/application should be running on SSL i.e. http request should automatically get redirected to **https**

- Website/application should be compatible to run on multi server environment for load sharing and load balancing.
- Website/application should be compatible for accessibility from any device, any Operating System and any browser.
- CAPTCHA should be present for web pages with form field such as feedback form, registration form etc.
- Logging to be enabled for Web Server / DB Server.
- Password should not be hardcoded in any website configuration files or stored in plain text. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
- Website/application should be in compliance with the latest version Technical Standards for Interoperability Framework for e-Governance (IFEG) in India
- To prepare and develop strong dynamic Development/Redesigning/ update the website/pages with always used latest technologies with latest version such as HTML5, CSS3, bootstrap AJAX, JAVA Script, PHP, MySQL, SQL Server, API etc. to make the site responsive.
- Rewriting and uploading content in tune with user requirements, responsive design, and current media trends and features while complying with GIGW guidelines and compliances.
- Integration of destinations, places of interest, event and festival locations, etc. with google map to easily locate by any visitor.
- To prepare and develop strong dynamic Development of various Registration platforms such as Homestay registration, Travel Trade, Adventure etc. Integration of such platform with UTDB website/application, and option for approve/disapproved and complete activity with all details in stakeholders and users and Advanced option for user registration
- All the applications shall be hosted on the same server i.e. the one used for Uttarakhand Tourism website/application and shall not be treated as a separate application to avoid rounds of additional hosting and audit.
- To prepare and develop strong dynamic development of Microsites and application that are generally used for a specific task like promoting a particular brand, product or service development.
- To prepare and develop strong dynamic with API Integration and development with Single Window Clearance System. The Single Window Clearance System Portal is a single window facilitation mechanism for investors. The portal is a medium of information for investors on Government policies, incentive schemes and the availability of infrastructure.
- To prepare and dynamic application development and API Integration and development with various booking engine & payment gateway with reporting and tender document management, land bank management, trekking form development
- Create/ update listing for Homestay/Travel Trade and Others with photograph – update the UTDB site
- Reports/MIS for various sections should be available in – csv, excel, pdf etc
- Website/application should be able to open in different ways. For example,
 - https://
 - http://
 - www.
 - https://
 - http://
- New API development and integration of government portal (Nidhi, umang, apuni Sarkar and others).

Feedback Management

- Create/ update/ manage feedback and query management system on the website/application, which will also register the email of the seeker and maintain the database.
- Analyzing feedback and provide monthly report to strategies and achieve website/application goals and objectives.

- Create a FAQ (Frequently Asked Questions) page to address common user queries. Some of the categories of FAQ are as follows, however more can be added with time.

Integrated SEO Dashboard

Integrated Dashboard/login for monitoring & reporting purpose. The dashboard should provide analytics for all SEO reports & analytics. It should also provide data in terms of competitor analysis, percentage growth and target achievement.

The Service Provider shall be responsible for both On-Page and Off-Page SEO through different tools and also keep a tab on the changing dynamics to update the website/app accordingly to maintain the position of Uttarakhand Tourism website/app in SERP.

Optimizations

Page, Mobile, URL, ALT Tag, Blog content. Issues and remedial measures: Load time, canonical.

Checks

Broken Link, Plagiarism, Title Tag.

Others

XML Sitemap, Google Analytics setup, Sitemap setup, Robots.txt, RSS Feed

Hosting and Uploading/Downloading Services

To provide hosting support and coordinate with State Data Centre or NIC or any other server as per the directions of the department.

Security, testing and backup Services

- To maintain information security during transaction the developed application should support both HTTP and HTTPS. All internal data communication shall be done through encrypted mode using SSL 3.0 (SSL certificate to be deployed by the bidder on the Web/Application Server for the entire project duration).
- It is the responsibility of the selected agency to clear Annual Security Audit by the cert-in empaneled third- party agency.
- Take backup of website/application and database regularly to avoid any data loss.
- Provision for backup servers to be active within maximum one hour of main server being compromised.
- To ensure the server level experience for the developer and organization also take time to time DR drill activity by ITDA
- To be ensuring the server level experience to be configures server/db/dedicated server virtual machines (VM), and Linux, server admin level experiences.
- To ensure site will be secure with respect to various vulnerabilities and also plan a Backup Plan periodically to safeguard the data.
- Testing with regards to the following:
 - Information Gathering
 - Configuration and Deployment Management Testing
 - Identity Management Testing
 - Authentication Testing
 - Authorization Testing
 - Session Management Testing
 - Input Validation Testing
 - Error Handling
 - Cryptography
 - Business Logic Testing
 - Client-Side Testing

Development, Maintenance and support

During the tenure of the contract, the Service Provider shall provide necessary maintenance and support to UTDB in smooth functioning of the website/app. This support shall include, but shall not be limited to, software updates and software releases to correct the errors and bugs of the system. A technically qualified contact person should be deputed onsite at UTDB office in Dehradun to support these.

Other tasks to be fulfilled during Maintenance Period by Service Provider is:

- Resolution of errors/bugs
- Updating the website/application with content, images, videos, blogs, and other sections of the website at regular intervals.
- Look for errors on the website/application and fix them.
- Support user access issues.
- Emergency Tech Support.
- Updating the software and plugins.
- Upgrade the application version from time to time as per the latest technology.
- Developing a defined process towards monitoring of website (Uptime, malware scanning, DNS poisoning, etc.)
- Constant monitoring of website availability.
- Constant monitoring of the service and Website/application Speed.
- Constant monitoring of the pages for broken links.
- Backups & Support (Weekly Backups) and restoration when needed.
- Fully support Search Engine Optimization specialist/specialists introduced by the client and apply their requested adjustments/adoptions in the website.
- Data analytics (gathering and assessing traffic coverage and data).
- Manage hosting accounts
- Running security scans
- Updating the website by uploading announcements, orders, etc. that are regularly sent by the UTDB.
- Website being maintained / developed should be made compliant of the following guidelines and submit the compliance report for the same:
 - GIGW
 - W3C HTML5
- The website/application should support at advanced Unicode standard based Bi-lingual versions for user interface. It is expected to be in Hindi and English (India) languages.
- The accurate translation of the content will be responsibility of the agency.
- The agency shall take proper approvals from the UTDB officials before publishing or removing any content from the website and other related portals. The agency shall also follow the same in any other kind of alteration.

Additional

1. To carry out specific new development application or software (web or desktop based)/ management related task of other website/ portals of UTDB as per the requirement of UTDB.
2. If such work is beyond the Scope of Work, UTDB shall make additional payment for the additional work.

TASK WISE BREAK UP

1. Building/Maintenance of Uttarakhand Tourism website/application along with a strong database, UI, scalability and easy to manage Dynamic Content Management System (CMS) based on latest technology and Updated UI and backend.
2. All application with Secured Strong Backend with multiple login and RBAC based to be manage complete portal and inner developed application
3. Developed user interface (UI) frontend with backend with 100% mobile compatibility and responsive website application development.

4. Develop and managed the dynamic pages through the robust and fast CMS. Also, other creation of web based application development, API development and the integration as per the directions of the department.
5. Re-development and update the Travel Trade Home-stay application and other applications with 100% mobile compatibility and responsive website application development and integrate with UTDB portal. Currently travel trade website has a separate database. If someone has updated something on travel trade website it should automatically reflect on UTDB's official website for example home-stay Registration Details and others
6. To prepare and development dynamic data digitalization with department based in public and private with multiple login and RBAC based.
7. Create 100% searchable and advanced search auto suggestion, filter based website (content, links, text, images, videos, e-brochures, e-books, etc.) on various Search Engines through indexing, sitemap, fast page load speed, etc. and continue to enhance its search features through latest trends.
8. To integrate and maintain a feedback and query management system which will collate the information automatically of the enquirer which department can access in form of MIS. Also, respond to the selected queries under a stipulated time from your end, based on the set of inputs from the department or as per the any specific direction provided by the department on case to case basis.
9. Old data Migration for Homestay and Travel Trade Section
10. Report of multiple types – page creation, blogs pages, monthly, weekly, summary reports, visitor's reports, daily, yearly bases with financial year.
11. API development for UTDB portal and other government portal integration for time to time

Reports

- 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
- Quarterly Comparative analysis and benchmarking of website of Uttarakhand 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 current website is hosted on State Govt. Server. **In case, it is required to move the new website/app to an outside/another server, the cost for the same shall be borne by UTDB.**
- b) Scheduled Maintenance Time should not be more than one hour per month and UTDB should be informed at least 48 hours in advance
- c) The Service Provider shall be responsible for purchase and renewal of software and licenses for proper functioning of the website, the cost of which should be incorporated in the Bid Price.
- d) The Service Provider may have a separate domain linked to a mail server for creation and hosting of email content of UTDB.

Intellectual Property Rights

All content displayed on the website and other related portals shall belong to UTDB exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with UTDB

Handover in case of Termination or completion of contract

The Service Provider shall undertake that it shall handover all content, source code, password, certificates, wireframes, flowcharts, SRS etc. to the UTDB Team as under:

1. Within 15 days in case of termination of contract for any reasons.
2. Within T - 30 days in case of contract duration completion, where T is the last date of contract.

In case, the Service Provider is unable to fulfil this requirement, UTDB shall rightfully forfeit the Performance Security of the Service Provider in addition to any other monies due to the Service Provider, as deemed fit by UTDB. Further, UTDB shall have the right to enforce suitable legal action against the Service Provider.

Expected Qualifications & Experience of Key Personnel

Resource	Qualifications & Experience
Senior Developer	<ul style="list-style-type: none"> • B.Tech/ MCA/BCA or higher degree in IT • Having at least 6 plus years of post-qualification relevant work experience in design and development of IT applications. • RDBMS (MySQL, Postgress SQL, SQL Server and other database experience etc) • Web Technology: PHP, MVC, Bootstrap, API development etc • Knowledge of social media tools such as scheduling, listening, etc. • Experience in client handling, management & networking with stakeholders • Experience in SEO including Meta tagging, indexing, search engine and sitemap functionalities on site, etc • Must have good understanding of Government Processes and IT automation initiatives in e-Governance domain
Junior Developer	<ul style="list-style-type: none"> • Having at least 2 plus years of post-qualification relevant work experience in design and development of IT applications. • RDBMS (MySQL, Postgress SQL, SQL Server and other database experience etc) • Web Technology: PHP, MVC, ASP.Net and Bootstrap, API development etc
Frontend- UI (UI/UX) Developer	<p>Experience / Oualification:</p> <ul style="list-style-type: none"> • HTML/CSS/JS/Angular/React JS/ others tools • Developer should have the ability to do UI design and coding • Familiarity with architecture styles/APIs (REST, RPC) • Understanding of Agile methodologies • Excellent troubleshooting and communication skills • B.E/ B.Tech/ MCA/BCA or higher degree in IT • Having at least 3 plus years of post-qualification relevant work experience in design and development of IT applications.
Illustrator/ Adobe XD Graphic Designer	<ul style="list-style-type: none"> • Relevant qualification in Graphic designing • Minimum 3+ year of work experience • Experience in creating creative graphics like GIFs, posters, banners, emailers, website designing etc. • Software knowledge such as Photoshop, Corel Draw, Adobe C6, PageMaker, Quark etc.
Dev Ops cum testing executive	<ul style="list-style-type: none"> • B.E/ B.Tech/MCA or higher degree in IT • Having at least 6 plus years of relevant experience in IT

	<ul style="list-style-type: none"> • Knowledge of deployment of Websites, APIs, Database on different Environments & Servers (vpn, dedicated and other server), testing – Manual/Automated with knowledge of RDBMS (MySQL, Postgress SQL, SQL server etc with testing in Bootstrap, API etc. • Experience of CI/CD Process tools & Integrations with different source control systems like GitLab, github, tfs etc. • Knowledge of Webserver, load balancer, firewall, security architecture, SSL, routing, and other DR drill activity by the server team etc. • Experience in different cloud provider services & integration with web Application
S E O Executive	<ul style="list-style-type: none"> • Relevant qualification and experience. • Assist in the formulation of strategies to build a lasting digital connection with the users/customers/prospects • Experience in ON Pages and OFF Page SEO • Work closely with the development team to ensure SEO best practices are properly implemented on newly developed code and the content on website is up-to-date with the compliance check • Monitors activity, analyses and reports on site performance while identifying areas of opportunity • Experience working with websites via CMS SITES and web portal • Track all keywords to analyze trends in traffic and goal completion • Develop link-building strategies and assist with the execution • Prepare online newsletters and promotional emails and organize their distribution through various channels • Provide creative ideas for content marketing • Measure performance of digital marketing efforts using a variety of Web analytics tools (Google Analytics, Web Trends etc.) • Experience in Email Marketing and Paid promotion activity
C o n t e n t Writer	<ul style="list-style-type: none"> • Relevant experience and qualification. • Develop Unique Content for website with plagiarism checker • Experience in Content Article creation • Own the content marketing calendar and come up with useful content based on the content strategy • Conceptualize and create new content based on the content strategy • Enrich articles with SEO keywords • Generate backlinks by writing guest articles and blogs on other websites

The Junior Developer and SEO Executive shall be deputed by the Service Provider at the Dehradun office of UTDB on daily basis.

The Service Provider shall provide the list of other Team Members deputed for the UTDB.

System of Award of Contract

The Evaluation Process shall comprise of the following stages:

TECHNICAL EVALUATION	Scrutiny as per Minimum Eligibility Criteria	Stage 1
	Presentation by the Agency	Stage 2
FINANCIAL EVALUATION	Financial Weightage	Stage 3

Stage 1

Documents submitted by the bidders in support of the Minimum Eligibility Criteria shall be scrutinized.

Stage 2

Those bidders which qualify in the scrutiny of documents as per Minimum Eligibility Criteria shall be invited for giving an online presentation, which shall be evaluated on the following criteria:

Existing work of the Bidder

- (a) Profile with nature of services rendered
- (b) Clients handled with focus on Tourism/Hospitality organisations
- (c) Case Study of 2 organizations handled by the firm showcasing different approaches

Planning and Execution of UTDB Project

- (a) Understanding of the nature of work entailed
- (b) Coverage as per Scope of Work / SRS and tentative wireframe
- (c) UI / UX prototype
- (d) Innovative ideas
- (e) Development methodology and approach

Stage 3

The Bidders are required to quote the following in the Financial Bid/BOQ:

	Particulars
(A)	One time Design, development, testing and commissioning as per the Scope of Work for website/application and Tourism App including maintenance of the existing website for 3 months
(B)	Annual maintenance and upkeep, renewal of licenses etc. as per Scope of Work (Percentage % of A)

For the purpose of evaluation, the sum of (A) and (B) shall be considered.

Note

- Documents in support of the Technical Criteria, except the Presentation should be submitted by the bidders at the time of submission of their bids.
- Only those firms which meet the Minimum Eligibility Criteria shall be called for Presentation. The Presentations shall be in online mode according to the time scheduled by UTDB. Bidders shall be provided at least 3 days' time for the presentation.
- UTDB shall not be responsible for any delay, lag in connectivity, internet related issues from the Bidders' side during the presentation.

For the purpose of evaluation, the sum of (A) and (B) shall be considered.

Procedure for deciding successful bidder

Subsequent to opening of the Financial Bids (Packet B), the Evaluation shall be done as under:

- Technical Bids (Packet A) will carry a weightage of 70% and the marks awarded to the firms in Technical Bids shall be assigned as per 70% weightage.

- Financial Bids (Packet B) will carry weightage of 30% and marks shall be assigned as under:
 - ✓ The firm quoting the lowest rate shall be assigned 30 marks.
 - ✓ Firm A = $30 \times \text{Lowest Rate} / \text{Rate quoted by Firm A}$
 - ✓ Firm B = $30 \times \text{Lowest Rate} / \text{Rate quoted by Firm B}$

The contract shall be awarded to the firm scoring the highest marks after totaling the marks of Technical Bid (Packet A) and Financial Bid (Packet B). In case of a tie between two firms, the contract shall be awarded to the firm which has quoted lesser rate in the Financial Bid (Packet B)

For example, 04 firms have participated in the tender and the following marks are assigned to them:

Particulars	Firm A	Firm B	Firm C	Firm D
Marks assigned out of 70 by Committee in Technical Bid (Packet A), Stage 1 plus Stage 2	58	57	66	50
70% weightage in Technical Bid	40.60	39.90	46.20	35.00
Rate as per Financial Bid (Packet B)	9,600	12,000	10,000	8,500
30% weightage as per formula given above	26.56	21.25	25.50	30.00
Total out of 100	67.16	61.15	71.70	65.00

In the above example, the firm C would be awarded the work because of it scoring the Highest Marks as per the System of Evaluation.

The above illustration is only for the purpose of arriving at the Successful Bidder. The payments shall be made as per the amounts quoted in the BOQ and approved by UTDB.

Evaluation Metrics - Quality and Cost Based System

This Tender is invited on QCBS mode with **70% weightage accorded to Technical Criteria and 30% weightage awarded to Financial criteria.**

The Tender is divided into Two Parts viz.:

1. Technical Bid (Packet A)
2. Financial Bid (Packet B)

Technical Bid (Packet A)

The Technical Bid shall comprise of the following:

1. Marks allotted as per the Minimum Eligibility Criteria and the Evaluation Scheme given in this document.
2. Presentation by the Firm.

Financial Bid (Packet B)

The Financial Bid shall comprise of the rate mentioned in the BOQ by the Firm.

System of Award of Contract

The Evaluation Process shall comprise of the following stages:

TECHNICAL EVALUATION	Scrutiny as per Minimum Eligibility Criteria	20 marks
	Presentation by the Agency	50 marks
FINANCIAL EVALUATION	Financial Weightage	30 marks

- Documents in support of the Technical Criteria and Financial Bids should be submitted by the bidders at the time of submission of their bids.
- Only those firms which meet the Minimum Eligibility Criteria shall be called for Presentations.
The Presentations shall be in online mode according to the time scheduled by UTDB.
- UTDB shall not be responsible for any delay, lag in connectivity, internet related issues from the Bidders' side during the presentation.

Financial Bids of only those firms which score minimum **42 marks in Technical Criteria** (Credentials as per Minimum Eligibility Criteria plus Presentation) shall be opened.

Stage 1 - Scrutiny of Documents

On the date of opening of the Bids, only the Technical Bids (Packet A) would be opened.

Subsequent to the opening of Technical Bids (Packet A), the Technical Offers of the participating firms shall be scrutinized based on the Minimum Eligibility Criteria and marks shall be awarded as under:

Technical Bid Criteria Stage 1 (Maximum 20 marks)	Maximum Marks
<p>Number of years of website development and maintenance experience</p> <p>The firm should be registered in India having experience in providing services of website development, maintenance and related works for a <u>minimum of 5 years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22</u></p> <p>5 years – 3 marks For every subsequent year - 1 mark, upto a maximum of 5 marks Completed Financial Years shall be considered for the purpose of arriving at the number of years.</p>	5
<p>Turnover from related business</p> <p>The firm should have <u>minimum average annual turnover of Rs. 3 crores in last five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22</u> from the business of website development, maintenance and related works.</p> <p>Avg. 3 Cr. <u>in last five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22</u> – 3 marks Each additional crore - 1 mark, upto a maximum of 5 marks Only multiples of crore shall be considered.</p>	5
<p>Website Development and Maintenance activities</p> <p>The firm should have provided website development and maintenance related services to at least two departments/ministries of Government of India/ State Govt/UT Administration/Subordinate Department of Govt. of India or State Govt or UT Administration/Central PSUs or State Govt. Undertakings or listed private companies of a Minimum Value of Rs. 30 lakhs per organisation in the last 3 years from bid submission date.</p> <p>2 organizations – 3 marks Each additional organization – 1 marks, upto a maximum of 5 marks</p>	5
<p>Staff on rolls</p> <p>The firm should have a <u>minimum of 20 staff</u> on their rolls at least since April 2021.</p> <p>20 staff members – 3 marks</p> <p>Additional per 5 Staff members: 1 mark upto a maximum of 5 marks</p> <p>Only multiples of 5 staff members as per the PF Records/CA Statement shall be considered. The Firm has to give detailed Break Up of Staff Members with their qualifications, number of years of experience, technical expertise etc.</p>	5
<p>Sub – Total</p>	20

Stage 2 Presentation (Maximum 50 marks)

The firms, which qualify in **Stage 1**, shall be invited for giving Presentation on their Plan for UTDB. The date and time for presentation shall be notified, giving at least a week's time to the eligible bidders. Each firm shall be allotted a maximum of 30 minute for the presentation.

Points/Marks shall be awarded as follows:

- **Existing work of the Agency - 25 marks**
 - Clients handled
 - Nature of services rendered
 - Case Study of 2 different organizations handled by the firm showcasing different approaches
 - Client References

- **Proposal for UTDB - 25 marks**
 - ✓ Understanding of the nature of work entailed
 - ✓ Coverage as per Scope of Work / SRS for the complete solution with the technology and proposed architecture.
 - ✓ UI / UX Prototype / proposal encompassing partial / whole scope of work
 - ✓ Innovative ideas
 - ✓ Development methodology and approach.

The marks obtained in Stage 1 and Stage 2 of the Technical Evaluation Process shall be added to arrive at a **Final Technical Score** of each of the bidders.

The marks obtained by each bidder in the Technical Evaluation Process (Stage 1 plus Stage 2) shall be announced/ displayed/notified to the bidders.
Stage 3 - Opening of Financial Bids/BOQ (Packet B)

Subsequent to the Technical Evaluation, Financial Bids (Packet B) of only those bidders shall be opened who get the **Minimum Qualifying Score of 60%** in the **Final Technical Score**.

II. CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (i) "The Contract" means the agreement entered into between the UTDB 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;
 - (ii) "The Contract Price" means the fees payable by the Service Provider under the Contract for the full and proper performance of its contractual obligations;
 - (iii) "Services" means services required to be provided by the Service Provider covered under the Contract;
- 1.2 The Service provider shall permit UTDB to inspect the Service provider's accounts and records relating to the performance of the Service provider and to have them audited by independent auditors appointed by UTDB, if so decided.

2. Indemnity

- 2.1 The Service provider shall indemnify UTDB against all third-party claims arising out of this Contract including any legal and financial issues.
- 2.2 In addition, the Service provider shall undertake an insurance cover against all third-party claims for the value not less than the Contract value including GST in the name / joint name of "CEO, UTDB".
- 2.3 The Service provider shall take all other appropriate insurance covers to protect its own properties and employees.
- 2.4 The Service provider shall further insure for appropriate sum the users of its services as required under relevant Law of the State or India.
- 2.5 The agency would indemnify UTDB against any claim of copyright violation / plagiarism, etc.

3. Confidentiality:

Except with the prior written consent of UTDB, the Service provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

4. Payment

- 4.1 The Service provider's request(s) for payment shall be made to the UTDB in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract.
- 4.2 Payments shall be made after submission by the Service provider the invoice and acceptance by authorized authority.
- 4.3 The agency would submit an invoice in triplicate with supporting documents, if any, to UTDB for payment. After completion of the due procedures, in the UTDB, payment will be made by electronic transfer of funds to the bank account of the agency concerned.
- 4.4 GST as applicable will be paid on actuals.
- 4.5 For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the agency.

5. Prices

- 5.1 Prices charged by the Service provider for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Service provider in its proposal.
- 5.2 Service provider shall be entirely liable to pay and responsible for remittance with appropriate authorities all taxes, duties, license fees, permits, etc., incurred for and during the execution of this Contract.

5.3 Prices quoted by the Service provider shall be fixed during the Service provider's performance of the Contract and not subject to variation on any account.

6. Period of Contract

For three (3) years from signing of the Contract, subject to satisfactory performance of the Service Provider to be reviewed periodically and at least once a year. The Contract may be extended on same terms and conditions for further periods but not exceeding in aggregate one year.

7. Contract Amendments

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

8. Assignment

The Service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the UTDB's prior written consent.

9. Penalty and Liquidated Damages

9.1 If the Service provider fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the UTDB shall enforce full amount of the Performance Security.

9.2 In case any service/ item is not provided by the Service provider, the expenses paid by UTDB to get the service/ item rendered from any other vendor will be borne by the Service provider.

(i) If the delivery of any item / service is delayed beyond the Schedule approved by UTDB, a penalty @1% of the total contract value including GST per week would be imposed.

(ii) UTDB reserves the right to deduct the penalty either from Performance Bank Guarantee or from pending invoices submitted for the work already performed by the agency.

9.3 Penalty @ 2,000 per person per day will be imposed if Service provider fails to mobilized required personnel mentioned in Scope of Work or the Key personnel remains absent for more than three days without approval from the authority.

10. Termination for Default

10.1 The UTDB 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:

(i) if the Service provider fails to deliver any or all of the services including mobilization of the required personnel within the period(s) specified in the Contract, or within any extension thereof granted by the UTDB; or

(ii) if the Service provider fails to perform any other obligation(s) under the Contract.

(iii) If the Service provider, in the judgment of the UTDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(iv) If the Agency becomes insolvent or goes into compulsory liquidation.

(v) If the Agency submits to UTDB a false statement which has a material effect on the rights, obligations or interests of UTDB.

(vi) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UTDB.

(vii) If the Agency fails to provide the quality services as envisaged under this Contract.

(viii) If the work remains suspended for a period of more than 15 days without prior approval from the authority.

10.2 In the event the UTDB terminates the Contract in whole or in part, the UTDB may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service provider shall be liable to the UTDB for any excess costs for such similar Goods or Services. However, the Service provider shall continue the performance of the Contract to the extent not terminated.

10.3 In the event of termination of the contract in whole, UTDB may forfeit the Performance Security of the Service provider and failure to perform the services shall result in

suspension from participation in the tenders of UTDB of the bidder including their participation as JV / Consortium partner/s in future. The suspension shall be effective from the date of occurrence of the event for a period of three years except under *force majeure* circumstances, in addition to forfeiture of Performance Security.

10.4 In the event of termination, the Service provider will be liable to maintain the last day status of the website till handover to the new agency.

11. Force Majeure

The Service provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

12. Settlement of Disputes

12.1 The UTDB and the Service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

12.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the UTDB or the Service Provider may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, specifically, defined therein, and no arbitration in respect of this matter, shall be commenced unless such notice is given and served. The Arbitration proceedings shall be commenced by a Sole Arbitrator to be agreed by both the parties, on failure the parties either party may invite three names from the President, Indian Council of Arbitration, and parties may agree to any of the name mentioned in the list, on failure it will be open for the parties to approach, as per the provision of section 11 of the Arbitration and Conciliation Act 1996 (as amended by Act No. 03 of 2016). The Service Provider shall initially bear the cost of the Arbitral Tribunal, unless it is decided by the Arbitral Tribunal under section 31(8) read with section 31A of the Act.

12.3 All disputes shall be subject to jurisdiction of courts in Dehradun.

13. Other conditions

13.1 UTDB may retain any information and/ or evidence submitted to UTDB by, on behalf of, and/ or in relation to any Bidder;

13.2 UTDB shall be entitled to make recoveries from the Service provider's bills, Security Deposit, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

13.3 The Bidding Documents and all attached documents are and shall remain the property of UTDB and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. UTDB will not return any Proposal or any information provided along therewith.

13.4 The Contract between successful bidder and UTDB for the execution of work shall be executed on a non-judicial stamp paper as required by the Law. Cost of judicial stamp paper of appropriate value shall be borne by the Successful bidder.

13.5 In case of any contradiction in the terms mentioned in this document, the Financial Handbook Rules and Uttarakhand Procurement Rules 2017 will be applicable.

13.6 As per income Tax rules, UTDB shall deduct income Tax at source from the bills payable to the successful bidder.

13.7 GST will be deposited by Service Provider. Service Provider has to register in Uttarakhand State if required, if not registered earlier.

13.8 Sub-contractors / sub-lessees also should not have been blacklisted by any government department or organisation or undertaking and the Service Provider should get all of them approved by UTDB.

13.9 The Service Provider shall comply with all the applicable statutory provisions with regard to environment protection, safety of the users (e.g., adventure sports) and general public during execution of the Contract including at the time of the Event.

13.10 The Agency should have a full-fledged establishment within Uttarakhand and an office with a dedicated team in Dehradun. In case, the agency, presently has no office in Dehradun, it must provide a dedicated team based in Dehradun to service the account of UTDB within 30 days from the date of award of contract.

{Note:

1. To be given on Stamp paper of value not less than Rs. 100, and also should be Notarised.
2. Only in case of Proprietary firms and if signed by proprietor himself / herself, this Power of Attorney is not required.}

Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for **development and maintenance of UTDB Website** proposed by Uttarakhand Tourism Development Board, (the “UTDB”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to UTDB, representing us in all matters before UTDB, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our proposal, and generally dealing with UTDB in all matters in connection with or relating to or arising out of our proposal for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract with UTDB.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2023

For
(Signature, name, designation and address)

(Notarised)
(Name, Title and Address of the Attorney)
Accepted
.....
(Signature)

Witnesses:

1.
2.

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

(On not less than Rs. 100/- stamp paper)

Affidavit of Correctness

I / We, who is / are Authorised to sign and submit the proposal against your tender [title and reference number of the Invitation for proposals] do hereby undertake as follows:

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
- ii. any of our personnel, representatives, sub-consultants, sub-Service Providers, service providers, Service Providers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
- iii. indemnify and compensate the UTDB from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
- iv. our firm / company, M/s. and our Principal M/s. are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.

2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the UTDB including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Service Provider

Signed: _____

Name: _____

Designation: _____

Date: _____

(Notarised)
(Name, Title and Address of the Attorney)

Accepted
.....
(Signature)

Witnesses:

1.

2.

Duly Authorised to sign this Authorization on behalf of: [insert complete name of Service Provider]

Fraud and Corrupt Practices

- 1) The Service Providers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, UTDB may reject an Application without being liable in any manner whatsoever to the Service Providers if it determines that the Service Providers has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of UTDB, if any Service Provider is found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Service Providers shall not be eligible to participate in any tender or proposal issued by UTDB or by any other Agency of Government of Uttarakhand during a period of 1 (one) year from the date such Service Providers are found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of UTDB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of UTDB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 1.2.6, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of UTDB in relation to any matter concerning the Work;
 - b) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by UTDB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Service Providers with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Annexure – 4

Anti-Collusion Undertaking

1. We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Service Provider or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or Service Provider in connection with the instant proposal.

Format for Technical Proposal – Past Experience

(To be provided on the Letterhead of the Service Provider and to be signed by the Service Provider)

Sl. No.	Name of the Client	Contract no. and date	Contract value	Contract completion details	
				Start Date	Completion Date
1					
2					
3					

The Service Provider may submit more details / information to substantiate its claim for past experience.

.....
Name of the Service Provider

.....
Signature of the Authorised Person

Format for Financial Capability

It is certified that Turnover of M/s. for FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 is as mentioned below:

Financial Year	Turnover from website development, maintenance related works Amount in (Rs.)	Total Turnover Amount in (Rs.)
2017-18		
2018-19		
2019-20		
2020-21		
2021-22		

Note:

Turnover Certificate from CA should bear UDIN number along with his / her firm stamp, total turnover of firm and turnover from website development, maintenance and related works.

Format of Bank Guarantee for EMD/ Bid Security

Whereas M/s and having its registered office at
(hereunder called the bidder) is desirous and prepared to submit proposal for in accordance with terms and conditions of **RFP. No..... Dated**
And whereas We, Bank, agree to give the applicant a Guarantee for the Earnest Money Deposit of Rs.....in favour of CEO, UTDB payable at Dehradun.

1. Therefore, we hereby affirm that we are Guarantors on behalf of the applicant upto a total of **Rupees (i.e. Rs...../-)** and we undertake to pay the **Chief Executive Officer, Uttarakhand Tourism Development Board (UTDB), Dehradun Uttarakhand- 248 003** upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of **Rupees**

2. We further agree that the guarantee here in contained shall remain in full and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the we shall be discharged from all liabilities under the guarantee thereafter.

We undertake not to revoke the guarantee during its currency except with the previous consent of the **Chief Executive Officer, Uttarakhand Tourism Development Board (UTDB), Dehradun Uttarakhand- 248 003** in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the applicant or the Bank.

Signature and Seal of Guarantor

Date :

Bank :

Format for Covering Letter ***

To

The CEO
Uttarakhand Tourism Development Board,
Pt. Deendayal Upadhaya Paryatan Bhawan,
Near ONGC Helipad, Garhi Cantt.
Dehradun – 248 003

Dear Sir,

Ref.: Request for Proposals through e-procurement portal for selection of agency for development and maintenance of UTDB Website

1. We have read, understood and accept all the terms and conditions given in the RFP including Fraud and Corrupt Practices (Annexure – 3) and Anti-Collusion Certificate (Annexure – 4) in respect of the captioned proposal and we hereby submit our proposal.
2. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: www.uktenders.gov.in
3. We confirm that our proposal is valid for a period of 120 (One Hundred and Twenty) days from last date for proposal submission.
4. We hereby agree and undertake as under:
Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to the terms of the Contract, a draft of which also forms a part of the proposal provided to us.

Dated thisDay of, 2023.

Name of the Service Provider

.....

Signature of the Authorised Person

Note:

***** On the Letterhead of the Service Provider.**

Format for Financial Proposal

Annexure - 9

As per BOQ in the Financial Folder of e-portal.

CONTRACT FORM

THIS AGREEMENT made theday of....., 2023 between.....
(Name of UTDB) (Hereinafter called "the UTDB") represented by of the one-part
and..... (Name of Service Provider) of (Hereinafter called "the
Service Provider ") represented by of the other part:

WHEREAS the UTDB is desirous that certain Goods and ancillary services viz., **development and maintenance of UTDB Website** (Brief Description of Goods and Services) and has accepted a proposal by the Service Provider for the same in the sum of
(Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Power of Attorney;
 - b) Affidavit;
 - c) Affidavit for litigation history;
 - d) Covering letter;
 - e) Price Schedule uploaded by the Service Provider;
 - f) Scope of Services;
 - g) Conditions of Contract;
 - h) Notification of Award;
 - i) Minutes of pre-contract negotiation meeting; and
 - j) Performance Security;
3. In consideration of the payments to be made by the UTDB to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the UTDB to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The UTDB hereby covenants to pay the Service Provider in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be provided by the Service Provider are as under:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the UTDB)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Service Provider)
in the presence of:.....

(Proforma of Performance Bank Guarantee)

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Uttarakhand Tourism Development Board, Pt. Deendayal Upadhaya Paryatan Bhawan, Near ONGC Helipad, Garhi Cantt Dehradun-248001 hereinafter referred to as “UTDB”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

By the Contract entered into between UTDB and _____, a company incorporated under the provisions of the Companies Act, 2013 / registered under....., having its registered office/ permanent address at _____ (“the Service Provider”), has been granted the permission for **development and maintenance of UTDB Website** for a period of years (hereinafter referred to as “the work”).

A. In terms of the Contract, the Service Provider is required to furnish to UTDB, an unconditional and irrevocable bank guarantee for an amount of Rs.....as security for due and punctual performance/discharge of its obligations under the Contract, relating to Work by the Service Provider .

B. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Service Provider of its obligations relating to the work.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ (hereinafter called “the Service Provider”) of all its obligations relating to the Work and in connection with achieving the work objectives by the Service Provider in accordance with the Contract.

2. The Guarantor shall, without demur, pay to UTDB sums not exceeding in aggregate Rs. within seven (7) calendar days of receipt of a written demand thereof from UTDB stating that the Service Provider has failed to meet its obligations under the Contract. The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by UTDB and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

In order to give effect to this Guarantee, UTDB shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents or by the extension of time for performance granted to the Service Provider or postponement/non exercise/ delayed exercise of any of its rights by UTDB or any indulgence shown by UTDB to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by UTDB or any indulgence shown by UTDB, provided nothing contained wherein shall enlarge the

Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/ released earlier by UTDB in accordance with the provisions of the Contract. The Guarantor's liability in aggregate be limited to a sum of Rs.

3. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider /the Guarantor or any absorption, merger or amalgamation of the Service Provider /the Guarantor with any other Person. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

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

SIGNED AND DELIVERED

by

_____ Bank

by the hand of Shri _____

its _____ and authorised official.

(To be made on Rs. 100/- stamp paper)

LITIGATION HISTORY

[Note: Bidder/Proposer shall provide the certification or information as per format given below. Failure to provide such certification or information (fully and accurately) may result in a determination that the Bid/Proposal is non-responsive.]

NO LITIGATION CERTIFICATION

I / We, hereby certify that our firm has not been involved in any litigation for five (5) years preceding the date of submittal of this Bid/Proposal.

(sign and seal of bidder)

LITIGATION HISTORY INFORMATION (IF ANY)

(1) Name of Case: _____
Court case identification number: _____
Jurisdiction in which case was filed: _____
Outcome of the case: _____

(2) Name of Case: _____
Court case identification number: _____
Jurisdiction in which case was filed: _____
Outcome of the case: _____

DECLARATION:

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ (month and year) at _____

by _____

(signature of person responsible for submission of Bid/Proposal)

Bidder's Information Sheet

1. Bidder's Name (Firm / Company):
2. Bidder's year of incorporation:
3. Bidder's GST Number:
4. Bidder's PAN Number:
5. Bidder's Correspondence Address:
6. Bidder's Bank Details:
 - (a) Name of Bank–
 - (b) Account Number –
 - (c) Name of Account Holder –
 - (d) Branch –
 - (e) Address –
 - (f) IFSC –
7. Bidder's authorised representative Information:
 - (a) Name
 - (b) Email Address
 - (c) Mobile no.:

(On the Letterhead of the Service Provider)

Undertaking for deployment of required Personnel

We hereby certify and confirm that we will deploy all the required personnel before commencement of services and ensure their availability throughout the service duration.

Name and Stamp of Service provider

Signature of the Authorised Person

Bid Securing Declaration

We, M/s. having its registered office atthe under signed, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We Accept that we will automatically be suspended from being eligible for bidding in any contract with UTDB for a period of 3 (three) years starting on the date we receive a notification from the UTDB, if we are in breach of our obligations(s) under the bid conditions because we:

- (a) Have withdrawn our bid during the period of bid validity specified in the form of Bid; or
- (b) Having been notified of the acceptance of our bid by UTDB during the period of bid validity, (i) fail or refuse to execute the contract, if required or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB / ITC.

We understand this Bid Securing declaration shall expire, if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the successful bidder, or (ii) 45 days after the expiration of our bid.

Dated thisDay of, 2023.

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder.*