



Request for Proposal (RFP)

“Selection of System Integrator (SI) for Annual Maintenance & Support of Jharkhand Tourism Website & Web based Application for Jharkhand Tourism Development Corporation Limited (JTDCL)”

Ref. No. :- 57/2019
Ranchi/Dated:- 22/01/2019

Re-Tender



Jharkhand Tourism Development Corporation Limited

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Visit us on www.jharkhandtourism.gov.in

Disclaimer

All information contained in this Request for Proposal (RFP) provided / clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied with the RFP Document in all respects.

JTDCL Jharkhand, reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. JTDCL Jharkhand also reserve the right to withhold or withdraw the process at any stage with intimation to all vendors submitted the BID document.

JTDCL reserves the right to change/ modify/amend any or all of the provisions of this RFP document. Such changes would be posted on the website (www.jharkhandtourism.gov.in)

Neither JTDCL, Jharkhand or their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of JTDCL or their employees and bidder or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of the RFP process is confidential to JTDCL and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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1. INVITATION OF BID

Jharkhand Tourism Development Corporation Limited (JTDCL), invites bid from IT firms (hereinafter referred to as “**Bidder**” till the award of Contract and thereafter on award of contract, referred to as “**System Integrator (SI)/Vendor/Contractor/Successful Bidder**”) for Annual Maintenance & Support of Jharkhand Tourism Website & Web Based Software Solution for **two year** on purely turnkey basis as per the requirement of Jharkhand Tourism Development Corporation (JTDCL).

The bidder can download the bid document from the Jharkhand Tourism Website www.jharkhandtourism.gov.in.

a. Schedule of Selection Process

Sl No	Event Description	Date
1.	Project Period/Duration	2 Years
2.	Pre-Bid Queries Submission	28/01/2019 by 17:00 Hours
3.	Pre-Bid Conference	29/01/2019 by 15:00 Hours at JTDCL Office
4.	Bid Due Date	13/02/2019 by 14:00 Hours
5.	Bid opening Conference	13/02/2019 at 15:00 Hours Venue Details: Jharkhand Tourism Development Corporation Limited 5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001 Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828
6.	Bid Validity period	180 days from the Bid Due Date
7.	Tender/Bid Document Fee	Rs. 2,240/- (Two Thousand Two Hundred Forty only) in form of demand draft in favour Managing Director, Jharkhand Tourism Development Corporation Limited payable at Ranchi (Not Refundable)
8.	Earnest Money Deposit	Rs.50,000/- (Fifty thousand only) in form of Demand Draft or Guarantee in favour of Managing Director, Jharkhand Tourism Development Corporation

SI No	Event Description	Date
		Limited payable at Ranchi

- a) Bids shall be submitted at JTDCL Headquarters Only.
- b) Documents mentioned in Addendum (Instruction to bidders) must be submitted according to Addendum). All documents document can be downloaded from www.jharkhandtourism.gov.in.
- c) Authority reserves the right to reject any or all the tender(s) received without assigning any reason thereof.
- d) JTDCL reserve the right to cancel the tendering process at any stage without assigning any reason thereof.

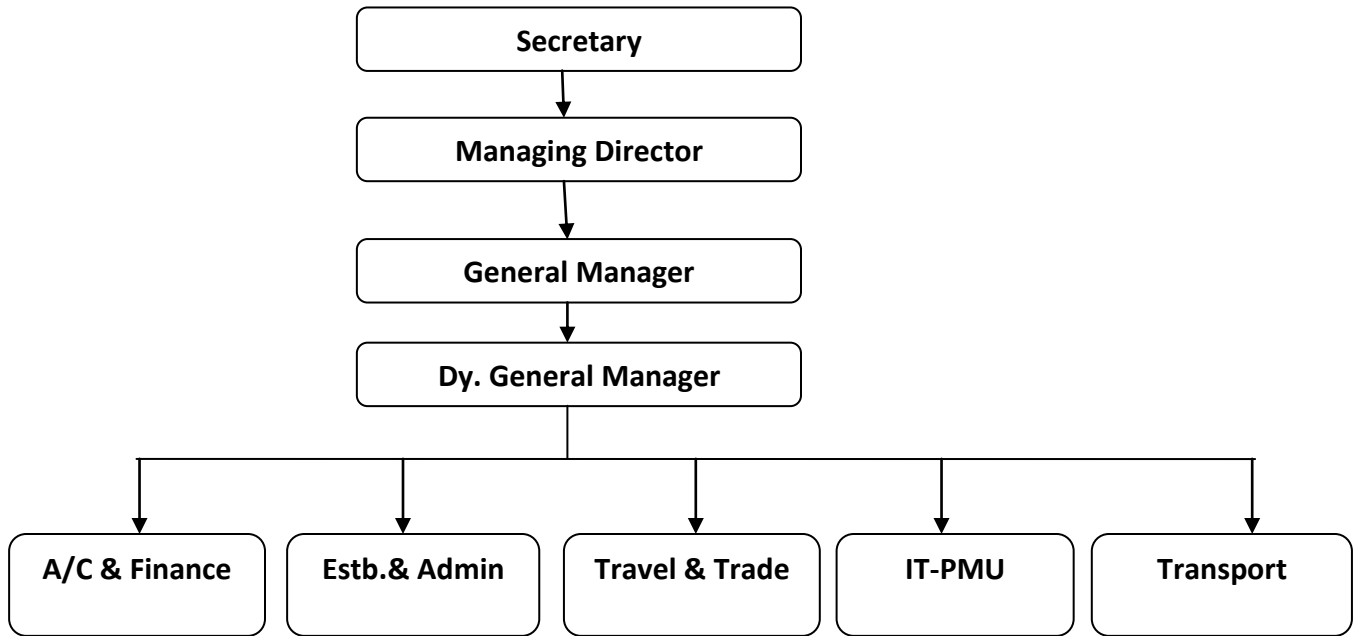
2. INTRODUCTION

2.1 About JTDCL

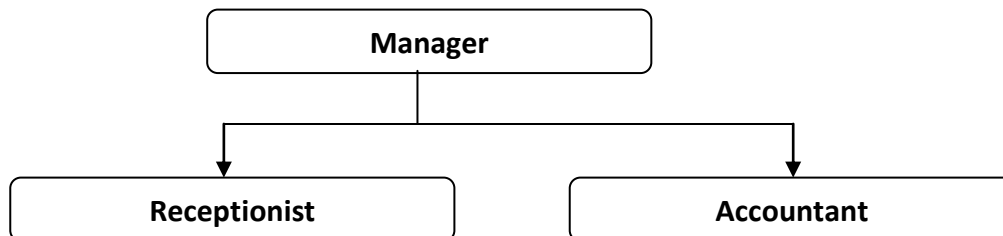
Jharkhand Tourism Development Corporation Ltd., (A Unit of Jharkhand Government) was incorporated on 22.03.2002 by Department of Tourism to promote Tourism in the State of Jharkhand. JTDCL has to play a greater role for development of tourism sector. This is important that the JTDCL is supported by the government in the form of share capital and grants. The main objective of the JTDCL Ltd. to provide the neat and clean accommodation, hygienic food, comfortable transport and healthy recreation to the tourist places and make them aware of the rich historical and cultural legacy of the state, besides this the broad objectives are as follows:

- a) To promote tourism in the State in such a manner that it contributes to mass generation of employment, rapid economic growth and bringing the tourist closer to the cultural heritage and traditions of the State.
- b) Optimum harnessing of resources to attract the maximum number of domestics and foreign tourists with increased average duration of their stay in the State.
- c) To establish Jharkhand prominently upon the tourism map of the country with a demand created by tribal and trade market in Jharkhand and tapping the untapped potential of various heritage monuments in the State.
- d) To promote private sector participation in the development of tourism in State of Jharkhand
- e) Government facilitation to develop necessary infrastructure in the State.
- f) To promote sustainable and responsible tourism this is not only environmentally compatible but also leads to economic betterment of the rural people.
- g) To take all steps to safeguard the interest of the tourist and providing a sensitive, proactive, comfortable and quick mechanism as also by providing an effective grievance redressal system.

A. Head Quarter



B. Units



3. TERMS AND CONDITION

3.1 Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this Tender Document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. Jharkhand Tourism Development Corporation Limited (JTDCL) shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

3.2 Cost of Bidding

The Bidder will bear all costs associated with the preparation and submission of its bid and Jharkhand Tourism Development Corporation Limited (JTDCL) will in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.3 Pre Bid /Clarification of Bidding Documents

- Jharkhand Tourism Development Corporation Limited (JTDCL) shall make best efforts to respond to any request for clarification of the tender Document. Such requests are to be made in writing, sought in the pre-bid conference as per schedule. The requests for clarification should reach JTDCL, as per the Performa (Annexure-4) through post or email JTDCLtd@gmail.com at least two days before the pre-bid conference. The response/clarification shall to the extent possible be made in writing. If required, appropriate corrigendum to this RFP document would also be put up on the website. Such corrigendum, if issued, would form part of this RFP and the bidders would be advised to prepare their technical and financial bids in accordance with such corrigendum.
- JTDCL will not entertain any further clarifications regarding the RFP document after the pre-bid conference.
- Only one representative of bidder's would be allowed to attend the pre-bid conference.

3.4 Bid Submission

- Sealed offers prepared in accordance with the procedure enumerated in the RFP document should be submitted to MD, JTDCL, not later than the date and time laid down, at the address given in the schedule for invitation for BID.
- All bids must be accompanied by a non-refundable Bid fee/Tender Cost INR Rs. 2,240/- (Two Thousand Two Hundred Forty only) in form of Bank Draft and Earnest Money Deposit (EMD) of INR 50,000 /- (Fifty thousand only) in the form of Bank Guarantee valid for period of 3 months drawn or in the form of Demand Draft from a scheduled

bank in favour of Managing Director, Jharkhand Tourism Development Corporation Limited. Bid's not accompanied by earnest Money and Bid fee/Tender Cost or incomplete in any respect will be rejected outright.

- The tenders will be opened on the date and time indicated in the presence of Bidders if any present on the occasion. If the date of opening is declared to be a holiday the tenders will be opened on the next working day or as decided by authority.
- This tender document is not transferable.

3.5 Site Visit (s)

The bidder may wish to visit and examine the site (s) of the project and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site (s) shall be borne by the bidder. No site visit (s) shall be scheduled after the prescribed date for submission of bids.

4. INSTRUCTIONS TO BIDDERS

4.1 Detailed instruction & documents to be furnished for bidding

- a) Interested bidders can download the bid documents from the website www.jharkhandtourism.gov.in
- b) The bidder's are required to submit the hardcopy (seal and signed) of the technical bid documents latest by the last date and time of submission of bids. JTDCL will accept the hard copy of bid documents as authentic and final. This shall be binding to all parties.
- c) Bids will be opened as per time schedule mentioned.
- d) Bidders have to submit original Demand Draft towards Tender Fee & Bids Security/EMD as mentioned in the RFP during the period & time as mentioned in the RFP failing which bid will not be accepted.
- e) Provided documents of successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority.
- f) The JTDCL will not be responsible for delay in submission of bids due to any reason, what so ever.
- g) All required information for bid must be filled and submitted.

4.2 Submission of Proposals

- 4.2.1 The Agency shall be required to submit a Technical & Financial Bid in separate sealed envelopes put in a bigger sealed envelopes super scribed as **“RFP for – Selection of System Integrator (SI) for Annual Maintenance & Support of Jharkhand Tourism Website & Web based Application for Jharkhand Tourism Development Corporation Limited (JTDCL)”**.
- 4.2.2 Bidder should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Jharkhand Tourism Development Corporation Limited office upto **13/02/2019 14:00 hrs** on the Proposal Due Date as indicated. The documents accompanying the Proposal(s) submission shall include:

A. “Technical Proposal”, consisting of the following: (Envelope-1)

- a. Technical Bid Letter in the prescribed format at **Appendix - I**;

- b. Bidder company profile in the prescribed format at **Appendix – II**;
- c. Bidder project profile in the prescribed format **Appendix – III**;
- d. Power of Attorney for signing of Proposal in the prescribed format at **Appendix – V**;
- e. Self-declaration in the prescribed format at **Appendix –VI** for not being block listed
- f. Particulars of Key Personnel - **Appendix- VII**
- g. In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
- h. In case of a sole proprietorship firm or a Limited Liability Partnership firm, it should furnish copy of either the registration certificate as a proof of identity.
- i. In case of a registered partnership firm, it should furnish a copy of the IT returns/ copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.

B. “Financial Proposal:- (Envelope-2)

- a. The Financial Proposal in the prescribed format at **Appendix – VIII** on the letter head of the Bidder and signed by the authorised signatory.
- 4.2.3 The Financial Proposal should specify the amount of service fee (the “Service Fee” exclusive of all applicable taxes of work required by the Agency for undertaking the Services. The Financial Proposal clearly indicating the total Service Fee of work in both figures and words, and signed by the Agency’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.
- 4.2.4 Bidders may note that JTDCL will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 4.2.5 JTDCL reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.

4.3 Format and Signing of Proposal

- 4.3.1 Bidders would provide all the information as per this RFP in the specified format(s). JTDCL would evaluate only those Proposals that are received in the required format and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.

4.3.2 All the documents of the Proposal under this RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed by the Authorized Signatory as detailed below:

- (a) by a duly authorized person holding the Power of Attorney, in case of a Company; or
- (b) by the proprietor or a duly authorized person holding the Power of Attorney, in case of a sole proprietary firm.

4.4 Number of Proposals

A bidder can submit one proposal at a time. Bidder submitting more than one proposal shall be rejected

4.5 Language of Bid

All proposals and various documents related to these proposals should be in English language. All correspondence between JTDCL and the Bidders would also be in English Language. Supporting Documents and Printed Literature furnished by the Bidders may be in another Language provided they are accompanied by an accurate translation in English Language.

4.6 Conflict of Interest

Jharkhand Tourism Development Corporation (JTDCL) requires that bidder must provide professional, objective and impartial advice and at all times hold Jharkhand Tourism Development Corporation (JTDCL) interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. In case the Bidders have any subsisting interest, either by themselves or through their partners, that is likely to conflict the work specified in the Scope of Work, they shall declare such interests as part of their proposal.

4.7 Validity of Proposals

- For the purpose of placing the order, the Bids shall remain valid for at least 180 days after the date of bid opening.

- A bid valid for a shorter period may be rejected by Jharkhand Tourism Development Corporation (JTDCL) as being non-responsive.
- During the period of validity of Bids, the rates quoted shall not change.
- In exceptional circumstances, JTDCL may ask for extension of the period of validity and such a request shall be binding on the bidder.
- A bidder agreeing to such an extension will not be permitted to increase its rates.

4.7.1 Right to accept Proposal

JTDCL reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for such decision.

4.8 Bid Opening

JTDCL will open all proposals, in the presence of bidders or their authorized representatives who choose to attend, at the date and time mentioned in the RFP.

The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday, the RFPs shall be opened at the appointed time and location on the next working day.

4.9 Fraud & Corruption

JTDCL requires that bidder is bidding for this RFP must observe the highest standards of ethics during the performance and execution of such contract.

- ✓ “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of JTDCL official by any personnel of bidder in procurement process or in contract execution.
- ✓ “Fraudulent practice” means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the detriment of JTDCL and includes collusive practices among the bidders (prior to or after Proposal submission) designed to establish bids at artificially high or non-competitive levels and to deprive the JTDCL of the benefits of free and open competition;
- ✓ “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was given by the JTDCL.

- ✓ “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- ✓ JTDCL will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt, fraudulent, unfair trade practices or coercive practices.
- ✓ JTDCL will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent, unfair trade and coercive practices in competing for, or in executing, the contract.

4.10 Amendments

At any time prior to deadline for submission of proposal, JTDCL may for any reason, modify the RFP. The prospective bidders having received the RFP shall be notified of the amendments through e-mail/website and such amendments shall be binding on them.

4.11 Clarifications

During evaluation of the Proposals, JTDCL may, at its discretion, ask the bidder for clarifications on their proposal.

4.12 Rejection of Bid

JTDCL reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-confirming, non-responsive or conditional proposals. In the event any or all proposals are rejected, in whole or in part, thereafter JTDCL in its sole discretion may initiate a new RFP process including all or part of the components of this Request for Proposals.

4.13 Authentication of Bid

The original and all copies of the bid document shall be type written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the contract. A duly stamped Power-of-Attorney accompanying the bid document shall support the letter of authorization. The person or persons signing the bid document shall initial all pages of the Bid document, including pages where entries or amendments have been made. All the pages of the proposal should be serially numbered. All parts of the bid shall be properly spiral bind together. There shall be no loose sheets. Documents submitted in clip file shall be rejected.

4.14 Acknowledgement by the Bidder

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

- ✓ Made a complete and careful examination of the RFP
- ✓ Received all relevant information requested from JTDCL
- ✓ Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of JTDCL/JTDCL or relating to any of the matters Stated in the RFP Document
- ✓ Acknowledged that it does not have a conflict of Interest; and
- ✓ Agreed to be bound by the undertaking provided by it under and in terms hereof.

JTDCL shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given.

4.15 Earnest Money Deposit (EMD)

The EMD is required to protect JTDCL against the risk of Bidder's conduct, which would warrant the security's forfeiture. Unsuccessful Bidder's EMD will be discharged / returned as promptly as possible as but not later than 180 days after the expiration of the period of bid validity. The successful Bidder's EMD will be returned after furnishing the performance guarantee or adjusted against the performance guarantee upon the bidder signing the contract.

4.16 Forfeiture of EMD

EMD submitted by the vendor may be forfeited under the following conditions. If the bid or its submission is not in conformity with the instruction mentioned herein;

- ✓ If the vendor withdraws the tender before the expiry of the validity period
- ✓ If the vendor violates any of the provisions of the terms and conditions of the tender
- ✓ In the case of a successful vendor fails to (a) accept award of work, (b) sign the contract agreement with JTDCL, after acceptance of communication on placement of award, (c) furnish performance security, or the vendor violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of JTDCL in timely finalization of this tender. The decision of JTDCL regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the vendor by JTDCL.

4.17 Extension of Period of Validity

In exceptional circumstances, JTDCL may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided shall

also be suitably extended. A Bidder may refuse the request without forfeiting the EMD. A Bidder granting the request will not be permitted to modify its bid.

4.18 Validation of Interlineations in Bid

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

4.19 Announcement of Bids

The name of Bidder, bid prices, total amount of each Bid, EMD, discount, etc. shall be announced at the Commercial Bid opening.

4.20 Clarification of Bids

To assist in the evaluation, comparison and an examination of bids, JTDCL may, at its sole discretion, ask the Bidder for a clarification of its bid including breakdown of unit rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, JTDCL reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

4.21 Completeness of Bids

JTDCL will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid Documents are substantially responsive to the requirements of the RFP.

4.22 Rectification of Errors

Arithmetical errors will be rectified on the following basis: -

- ✓ If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- ✓ If there is a discrepancy between the rates in words and figures, the rate in words will govern.
- ✓ If the supplier does not accept the correction of errors, his bid will be rejected & EMD may be forfeited.

4.23 Notification to Bidder

The Bidder whose Bid has been accepted shall be notified of the award prior to the expiration of the period of validity of the proposal, by registered letter or by fax. This letter (hereinafter the “Letter of Acceptance”) shall state the sum that JTDCL shall pay the

Bidder in consideration of the execution, completion and maintenance of the work as prescribed by the Contract (hereinafter the “Contract Cost”) in accordance with Payment Terms. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within Ten (10) days from the receipt of the Letter of Acceptance.

4.24 Signing of Agreement

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and JTDCL Jharkhand shall promptly and in no event later than 7 working days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. This shall be subject to the furnishing of the Performance Guarantee. JTDCL shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

4.25 Expenses for the Contract

All incidental expenses of the execution of the Contract shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the JTDCL.

4.26 Failure to abide by the Contract

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of JTDCL with such penalties as specified in the Bid Document and the Contract.

4.27 Period for Furnishing Performance Guarantee

Within seven (7) working days of the receipt of the acknowledgment of the Letter of Acceptance from JTDCL, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to 10% of the Contract Cost in accordance with the conditions of the Contract, in the form of a Bank Guarantee from a scheduled bank (except cooperative bank) payable at Ranchi, Jharkhand. The EMD submitted earlier by the successful Bidder may be adjusted against the Performance Guarantee and such Performance Guarantee shall be retained by the JTDCL till the end of the Term as defined in the Contract.

4.28 Annulment of Award

Failure of the successful Bidder to comply with terms and conditions set out in the Tender Document shall constitute sufficient ground for the annulment of the award of Contract and forfeiture of the EMD, in which event JTDCL may make the award to the next lowest evaluated Bidder or call for new bids.

4.29 Disqualifications

JTDCL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- ✓ Submitted the Proposal documents after the response deadline
- ✓ Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- ✓ Submitted a proposal that is not accompanied by required documentation or is non-responsive
- ✓ Failed to provide clarifications related thereto, when sought
- ✓ Submitted more than one Proposal Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted
- ✓ Submitted a proposal with price adjustment/variation provision.

4.30 Delays in the performance

Performance or the Contract shall be made by the Bidder in accordance with the time schedule specified by the JTDCL as indicated in tender document. An unexcused delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:

- i) Enforce the penalty as mentioned in the RFP.
- ii) Forfeiture of its performance security
- iii) Termination of the Contract for default.

As soon as practicable, after receipt of the Bidder's notice, the JTDCL shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

4.31 Termination for Insolvency

The Tendering Authority may at any time terminate the Contract by giving written notice to the Provider. If the Provider becomes bankrupt or otherwise insolvent, in this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Tendering Authority.

4.32 Force Majeure

For purposes of this clause, "Force Majeure" means an event beyond the control of the Provider and not involving the Provider's fault or negligence and not foreseeable. Such

events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force Majeure situation arises, the Provider shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Provider shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

4.33 Resolution of Disputes

The matter regarding any dispute shall first be sorted out at the level of MD, JTDCL. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of “The Arbitration and Conciliation Act, 1996”. The arbitrator will be the Principal Secretary/Secretary of Department of Tourism, Government of Jharkhand. The venue of arbitration shall be Ranchi, India.

4.34 Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Ranchi courts only.

4.35 Taxes and Duties

The rates quoted shall be in Indian Rupees and shall be exclusive of all taxes, duties as applicable up to the completion of job. Any increase in the rates will not be allowed.

4.36 Binding Clause

All decisions taken by The Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all concerned parties.

- ✓ The Decision regarding acceptance of tender by the tendering authority will be full and final.
- ✓ Conditional tenders shall be summarily rejected.
- ✓ The tendering authority is free to phase out the work if it feels it is necessary.

4.37 Project Period Extension

With an endeavor for promotion of tourism, Jharkhand Tourism Development Corporation Limited (JTDCL) intends to issue this Request for Proposals (RFP) to select a reputed agency (for a period of two years). Period may be extended on yearly based on satisfactory performance and mutually agreed terms and conditions.

4.38 Payment Terms

The following table illustrates the pricing framework for the implementation of the application software to be employed for JTDCL. Payment will be done on quarterly basis every based on satisfactory performance of work.

Component	Payment Terms
Annual Maintenance & Support of Jharkhand Tourism Website & Web based Application, Manpower Deployment for PMU	✓ Quarterly payment will be made towards PMU after each quarter on submission of bill/invoice along with monthly attendance report and leave status

5. SCOPE OF WORK

5.1 Over View of Website and Content Management System (CMS) and Web Based Software Solution

Considering the wide geographical scope and operational complexity, scope of the project is Maintenance and Support along with Customization/Enhancement of the existing “Jharkhand Tourism Website & Web based Software Solution for Jharkhand Tourism Development Corporation (JTDCL). The main components are:-

- Jharkhand Tourism Website
- Content Management System (CMS)
- Web Based Software Solution
- Mobile Application
- Social Media Updation
- Blogs

1. Jharkhand Tourism Website

2. Content Management System (CMS)

Manage Application

The user with admin privilege can manage the application by adding or editing below links-

2.1 Manage Link

The user having admin console privilege can access only certain global, primary and secondary links on the portal. In order to manage the links for the users use the Manage Links section. The Manage Links section is described in following primary links- Pages, Global Link, Primary Link, and Secondary Link.

2.2 Tender

This module facilitates to upload Tender, Corrigendum, and Addendum which will display at Tourism website for end user. User having admin privilege can upload the tender, corrigendum, and addendum and can archive the tender. Once the tender submission date will expire the will moved to archived section that will also accessible in public view.

2.3 News Category and News

This module facilitates to add News Category such as Events, Tenders and others to manage news. News is used to publish upcoming updates of Tourism Department and JTDCL on website.

2.4 Tourist Destination

This module facilitates addition of tourist destination of Jharkhand which will display at Jharkhand Tourism website

2.5 Destination References

This module facilitate to add destination references like, Best Time to Visit, Nearby Bus Stand, Nearby Railway Station, Nearby Police Station, Nearby Hospital, Nearby Airport

2.6 Photo Gallery

This module facilitate to upload photographs of tourist destination, event, festival, fairs, see & do and places of tourists interest in Jharkhand

2.7 Video Gallery

This module facilitate to upload photographs of tourist destination, event, festival, fairs, see & do, added at Jharkhand Tourism

2.8 Manage Logo

2.9 Manage Banner

This module is used to manage home page banner image on website.

2.10 Notice and Circular

This module facilitates publishing government notifications, acts, circulars and schemes for public and other relevant uses.

2.11 Important Link

This module facilitates incorporation of important URL links with the website

2.12 Event Fair and Festival

This module facilitates creation of new page for events, fairs and festival.

2.13 Downloads

This module is used to publish important information for general uses such as tourism Maps of Jharkhand, RTI Filing procedure and others

2.14 At a Glance

2.15 FAQ

This module facilitates answering frequently asked questions. For better and interactive user experience this module answers questions of most frequent nature such as how to book rooms or how to cancel the room booking.

2.16 E-Services

This module lists the e-Services provided by government.

2.17 Tourist Guide

This module lists the registered Tourist Guide with Department of Tourism (Govt. of Jharkhand) and JTDCL. It displays the Name, Address, Telephone Number and e-Mail address of Tourist Guide.

2.18 Famous Persons

This module facilitates addition of names of the famous personalities from State of Jharkhand. Photographs can also be uploaded for corresponding personality. It is further displayed on website.

2.19 See & Do

This module adds adventurous activities within Jharkhand State along with uploading of their photographs.

2.20 Art and Culture

This module facilitates creation of separate pages for History, Heritage, Language, Dances and other sections for Art and Culture of Jharkhand.

2.21 Contact Us

This module contains Staff Directory of Department of Tourism, Directorate of Tourism and JTDCL. Names, Designation, E-Mail ID, Phone Number and Fax can be added or removed.

2.22 Shopping Category and Shopping Category Items

2.23 News Letter

2.24 Subscriber

2.25 News Letter

2.26 E-Magazine

This module publishes e-Magazine, Pamphlets, e-books and Brochure of Jharkhand Tourism.

3. Web Based Software Solution

3.1 Customer Care

- **Feedback**
- **Complain**
- **RTI**

3.2 Manage User

3.3 Manage Visitor

- **Visitor Review**

3.4 Travel Agent Panel

3.5 Tourist Info Center

3.6 Manage Properties

3.7 Tax and Revenue

This module assists in overall taxation management of the revenue generated through online/offline processes. It provides configuration of different types of taxes, generation of separate reports for each taxes in xls/pdf format.

3.8 Manage Hotels

This module facilitates configuration of different types of Hotels operated by JTDCL and their room booking and cancellation by Tourists. It also provides Bills, invoices and management of inventories at different Hotels of JTDCL. Hotel Booking can be done by Tourists themselves online or by counter booking at all locations of Tourist Information Centre (TIC)/Hotels of JTDCL.

3.9 Manage Tour package

This module facilitates creation and customization of new Tour Package operated by JTDCL. Tour Packages includes Local sightseeing of single day duration and other packages of multiple day duration.

3.10 Manage Transport

This module facilitates addition of registered Transporter with JTDCL and subsequent configuration for different types of vehicle provided along with costing for booking by the general public. Booking also includes processing of online cancellation request if any.

3.11 Manage Bus

This module facilitates online booking and cancellation of buses operated by JTDCL.

3.12 Affiliation and Approval

3.13 Inventory

3.14 Document

4. Mobile Application

4.1 Tourist Place Information

This module facilitates Tourists to know about different categories of Tourist places in Jharkhand. It disseminates information about tourist places of Jharkhand.

4.2 Hotel Info

This module gives overview of all different hotels under the operation and control of JTDCL.

4.3 Hotel Booking

This module facilitates Tourists to select and book rooms in Hotels operated by JTDCL.

4.4 Tourist Places on Map

Tourists can go through the locations of different tourist places of Jharkhand and also get overall map of Jharkhand Tourist places.

5. Social Media Updation

Social media updation includes updating Facebook, Twitter, Instagram and Youtube for Department of Tourism and JTDCL.

5.2 Operation and Maintenance of Website and Web Based Application

5.3 Integration with other application software

The SI will be responsible for Integration of Payment Gateway, SMS Gateway, e-Mail Gateway and any other application software as and when needed. Selection of Payment Gateway, SMS Gateway, email Gateway and any other additional service provider will be decided by JTDCL. Any charges for the service given by additional service provider will be borne by JTDCL.

NOTE- Integration also includes integration with whatsapp for receipt of booking information and booking receipt on Tourists whatsapp number.

5.4 Capacity Building & Training

The vendor shall organize capacity building trainings programmes to create skilled manpower to handle and make use of the system. The capacity building programme also aims to create awareness among all the stakeholders for effective utilization of the solution as per the project need.

To organize the capacity building training, the vendor requires undertaking the following exercise:

- ✓ Selection of participants with consultation of JTDCL.
- ✓ Preparation of training modules
- ✓ Logistical arrangement for smooth conduct of the trainings at site.
- ✓ The SI/vendor/Agency shall prepare the training manuals and operational guidelines. The manuals and guidelines shall be simple for easy understanding of the people.

Training

- Training will need to be carried out at the following levels at Jharkhand Tourism Development Corporation (JTDCL) by the System Integrator /Vendor.
- Basic Level Training and other business applications for Users at JTDCL.
- Walk-Through of Features / Functionality offered by the software solution

- Detailed Training to all Users, 'Key/Core' Users and to the higher authorities of JTDCL in various aspects of procured software solution and its offered features.
- Training to IT Staff of JTDCL / Dept. of Tourism in different phases for best use of the application software.
- The SI will put all the training materials in the JTDCL website for downloading.
- The training should be conducted for minimum of six days (3 days – Basic Training and 3 days - Operational Training)
- The SI/Vendor has to provide the Infrastructure / Faculties supporting hands on training.

5.5 Application Security Audit

System Integrator will perform the following tasks for website and the web application Security to analyse and review the website/application security through a CERT-In Certified Auditor. The auditor will have to carry out Functional Test, Load Test (approx 1000 concurrent users atleast at peak time) along with assessment of the vulnerabilities, threats and risks that exist in the developed Application. SI will also perform the security audit as per policy guidelines and best practices adopted for State Data Centre, Ministry of Electronics and Information Technology, Government of India.

The scope of the proposed audit tasks is to check various web attacks and web applications for web attacks of entire “Web Based Application Software”. The various checks / attacks / vulnerabilities should cover the following or any type of attacks, which are vulnerable to the Web-application.

- Vulnerabilities to SQL Injections
- Application Security Audit
- Penetration Testing (both manual and automatic)
- Configuration Testing
- Database Server Controls
- Network Security
- Patch Assistance
- Directory Traversal
- Authentication hacking/attacks
- Password strength on authentication pages
- Scan Java Script for security vulnerabilities
- File inclusion attacks
- Exploitable hacking vulnerable
- Web server information security
- Cross site scripting
- HTTP Injection

- Phishing a website
- Buffer Overflows, Invalid inputs, insecure storage, etc.
- Any other attacks, which are vulnerability to the website and web applications.
- Issuance of Certificate after compliances of all vulnerability.
- Capacity/ Load test
- 100% traffic trials on the network.

Information System Audit should cover the following Policy, Procedures, Standard Practices & other regulatory requirements:

- CERT-In guidelines on Information Security.
- IT Act, 2000 and IT Act, 2008.
- Best practices of the industry including ISACA's Guidelines and ISO 27001

System Integrator has to produce the certificate along with the audit reports. Costs for security audit and all certifications are to be borne by the System Integrator.

5.6 SSL Certificate

Protecting the sensitive information over internet SSL is essential for website and web based application. It also provide visitor trust while accessing the website and transferring information.

System integrator will provide the SSL certificate for Jharkhand Tourism Website and Web based application for Two Years of validity with any trusted agency. SI will also responsible for Installation of SSL Certificate at server level.

5.7 Maintenance & Support of Hardware and other Infrastructure

SI has to do maintenance and support of Hardware Peripherals and LAN Setup at JTDCL as detailed below.

Sl. No	Item Description (Available at JTDCL)	Quantity
1	All in one Desktop	5
2	UPS	5
3	Laser Network Printer Mono	2
4	Laptop	5
5	Antivirus for Desktop and Laptops	10

5.8 IT Infrastructure

1. Project Management Unit (IT Cell)

Project Management Unit dedicated IT cell in JTDCL premises.

To ensure smooth functioning of the application software & its usability achieving the project objective, it is required to operate a full-fledged Project Management Unit (PMU) under direct supervision of JTDCL.

The main objectives of the PMU are the planning, organizing, maintaining, coordinating, controlling and directing of the activities with regard to the project. The PMU will also give the operational support to the large user group of the proposed system. The PMU will also ensure the proper service is being given to the end user like Tourist, JTDCL officials and Dept. of Tourism etc.

The PMU will assist the JTDCL to implement processes for effective management of the project such as Issue Resolution, Conflict Management, Knowledge Management, Program Communication (internal and external), Performance Evaluation and Review, Information and Technology Risk Assessment, Information Management Processes, Risk Management Processes, Financial Management Processes, Financial Management (Viability, Costing and Monitoring), Project Plan and Monitoring, Change Control, etc.

PMU will be manned & operationalised by the implementing agency. An officer from JTDCL will be in the charge of the PMU as Head IT PMU.

- **Constituents of PMU(IT Cell)**

Sl. No	Resources	Number	Type	Period
1	Project Coordinator	01	Dedicated	2 Year
2	Programmer	01	Dedicated	2 Year
3	Technical Assistant	01	Dedicated	2 Year

Deployment of above Technical Resources & Operationalization IT-PMU shall be started within seven (7) days from the award of tender.

In case of replacement of resource(s) or deployment of additional resource (if any), the decision of the JTDCL shall be final and binding. The replacement should be of equal eligibility, if not more. SI shall submit the monthly attendance report along with month wise leave status duly signed by concerned authority of JTDCL in every quarter with invoice. There are maximum 12 leave is permissible in one calendar year.

The System Integrator will deploy above technical personnel in the premises (Ranchi City) of JTDCL to run the PMU as per the need to meet its desired objective.

Any APPLICATION changes or add-on modules or any Change Request day to day maintenance software including database if any required in the application software, shall be done by the technical people of IT-PMU without any additional cost to the department.

The System Integrator will bear the cost of all local conveyance to JTDCL offices including the cost of lodging and boarding whenever necessary within the State of Jharkhand during project implementation. System Integrator is required to submit the CVs of the resources at the time of deployment.

Selection of the resource person to the project from the System Integrator will be scrutinized by the department technical committee.

JTDCL will provide the required office space, furniture, electricity & electrical fittings, Internet connectivity running PMU in the said premises. The required computing infrastructure (Laptops, Printer etc) for PMU will be provided by System Integrator.

In case of replacement of resource(s) or deployment of additional resource (if any), the decision of the JTDCL shall be final and binding. The replacement should be of equal eligibility, if not more.

- **Qualification & Experience**

Sl.No	Member	Qualification & Experience
1	Project Coordinator	(S)He should have a graduation degree in Engineering (B.E) / MCA with post-graduate qualifications in Management. (S)He should have a minimum of 3 years experience in IT with minimum 1 year in Project Management. (S)He should be proficient at English & Hindi language.
2	Programmer	Must be a B. Tech. or equivalent. Must have 2+ years of work experience out of which 1 year in the similar domain.
3	Technical Assistant	Must be a BCA or equivalent and 1 year of technical work experience in IT support, handholding and in Training.

- **Job Description of IT PMU**

Indicative job responsibilities of each technical resource of the IT PMU are mentioned below. However, the team of resources deployed under this RFP shall be responsible for carrying out the complete Scope of Work.

Project Co-coordinator

- Ensure successful implementation and scale up of the system across the State.
- Prepare Standard Operating procedure for the functionaries in coordination with department officials.
- Recording and managing project issues and escalating whenever necessary and resolving cross-functional issues at project level.
- Managing Change Request/ Suggestion/ Enhancement scope of work and its approval by concerned authorities.
- Coordinate with SI and ensure operational issues are addressed on time.
- Identifying Project Risk, Plan for Mitigation & Escalation limitation.
- Monitor version controls, training schedule and required documentation.
- Monitoring work progress, update progress and periodical status reporting to concerned authorities.
- Ensure proper tests are conducted before any changes made to the live system.
- Field visit if required.

Programmer

- Perform required changes in the application level and add on feature
- Development of New Modules
- Code review and bug rectification
- Ensure system integration between stakeholders
- Take care of Database
- Impart training as and when required Instant support on critical issues

Technical Assistant

- Provide technical assistance on hardware/Software/Network and connectivity specification
- End user Support
- Respond to user enquiries
- Provide telephonic support

2. Hardware and System Support

SI has to provide AMC for two years on the Computer Hardware and Peripherals mentioned in Annexure -5 and also ensure smooth functioning of LAN Set up at JTDCL.

3. Maintenance & Handholding

The SI shall take the responsibility to maintain software for a period of two year. The vendor is expected to provide skilled resources onsite at software implementation locations during the maintenance period. The major deliverables under maintenance period includes as under;

- Ensuring uptime of the application software developed.
- Managing all the Bugs reported in the Application Software.
- Ensuring incorporation of changes required during the contract period.
- New software modules are not covered under maintenance.
- Changes would not include change of Software Architecture and major changes of Database. Changes would also include requirement of additional reports as and when required subject to availability of Data in the System.
- Any bugs reported by the users during the period of contract have to be removed promptly.
- The service provider would also be responsible for Database Administration such as installation and configuration / fine tuning / performance monitoring / back up of Database.

The table presented below is indicative of the level of support is expected under annual maintenance contract. It may be used as a base and be fine-tuned to describe the kind of support that can be offered. Bidder must have the ability to comply with the following levels of support desired by JTDCL or propose comparable alternatives if any.

Support	Software Support (Application Software)
Availability	Full support: 7 days a week during 10:00 to 18:00 hrs
Initial Response	Immediate response and support for usage related and other minor problems.etc. Onsite support within 24 hours for major problems and immediate support in case of emergency.
Major Repair	Immediate on-site support for database recovery and data synchronization after crash, performance tuning, etc. Bug fix or update for all critical functions.
Guaranteed Operations	Web Based System provider will provide all technical support necessary to meet all critical processing cycles.
Training	Follow-up training for major changes in system releases.

Software & Documentation	As part of ongoing support, automatically upgrade the system on any new releases and provide any updates of technical and functional manuals.
Post Implementation	Post implementation support shall be given by the system integrator for two years from the date of Go live.

Responsibilities of System Integrator (SI) and Jharkhand Tourism Development Corporation Limited (JTDCL)

Roles & Responsibility of JTDCL

- Nomination of Nodal Officer for Single Point of Contact during the tenure of contract. In case change of nodal officer JTDCL will inform SI with their contact information as soon as possible
- Approval of Rule and Regulation which will required to operate any module of application
- Availability of Content, Photographs, Videos
- Approval of Content, Photographs, Videos which will upload at website
- Make availability of required office space, electricity & electrical fittings, security, redundant power supply, Toll Free Number and its cost involved (Fixed & Recurring) for smooth running of the project management IT-PMU
- Availability of Internet at JTDCL Offices, IT-PMU Premises, All Unit of JTDCL, TIC and where application will use
- Identification of users who needs training of Web based Application. JTDCL will provide TA/DA to user who will attend the training
- All training will be provided at JTDCL Head Quarter(HQ)
- In case training will schedule outside from JTDCL HQ, all arrangement will be provided by JTDCL at training place.

6. PROPOSAL EVALUATION

The constituted Evaluation Committee shall evaluate the Technical and Financial proposals. The decisions of the Evaluation Committee in the evaluation of Technical and Financial bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

JTDCL reserves the right to may ask for any other supporting document or testimonial at any Point of time, during the evaluation of the Bid. The evaluation of the proposals will be carried out in two stages:

6.1 Technical Bid Evaluation

- a. Technical evaluation of any those bids would be taken up which meet the criterion specifies in para 7.1.
- b. The evaluation will be an assessment of the technical bid based on the short-listing of the bids as above. Committee shall evaluate the same as per the technical evaluation criteria specified in para 7.2. During the technical evaluation the responses provided in technical proposal will be evaluated out of 100 marks. The bidder will have to score at least 70% marks to be declared as technically qualified. Any proposal achieving a Technical Score less than 70% will be treated as “Not Technically Qualifying the Requirements” and will not be considered for further evaluation of the financial proposals. Only the technically qualified bidders will be informed for opening of the financial bid.

6.2 Financial Evaluation

The Commercial Bids will be opened, in the presence of Bidder’s or their representatives who wish to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders. Financial evaluation will be based on the Least Quote (L1) basis.

7. TECHNICAL BID

The RFP is open to all eligible bidders only as per the Technical criteria as stated below.

7.1 Technical Bid Short listing Criterion

- 7.1.1 In order to participate in the Selection Process, the Bidder's should be a single business entity (the "**Single Business Entity**"). The term Bidder used herein would apply to a Single Business Entity.

A Single Business Entity shall mean a company incorporated under Companies Act, 1956/2013 or a sole proprietorship firm or a sole proprietorship firm registered under the Proprietorship Act, 1908 or a partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.

Note:

1. No Consortium or Joint Venture is allowed to participate in the Selection Process
 2. If the Bidder is:
 - i. A company should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
 - ii. A sole proprietorship firm, and a Limited Liability Partnership firm should furnish copy of the registration certificate, GST and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity. (i.e. 2015-16, 2016-17 and 2017-18).
 - iii. A registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity. (i.e. 2015-16, 2016-17 and 2017-18).
- 7.1.2 The bidder must possess ISO 9001:2008, Certification by the date of publication of this RFP.
- 7.1.3 The bidder must have minimum 30 permanent employee and supporting document must be furnished along with bid.
- 7.1.4 The bidder must have CMMi level certificate and copy of such certificate shall be enclosed as a proof.
- 7.1.5 The bidder should have been registered with GST and PAN authority. Copy of such certificate shall be enclosed as a proof.

- 7.1.6 The bidder should have an average annual turnover of at least INR 10,00,00,000/-(Rs. Ten Crore only) in IT / ITES sector during last three Financial Years. (i.e. 2015-16, 2016-17 and 2017-18). Submit audited balance sheet/certificate from chartered accountant.
- 7.1.7 The bidder should be in IT Services since last five years in India and must have executed at least **two** Government/PSU's Projects in IT / ITES sector. Copy of work order/completion certificate should be submitted along with bid document.
- 7.1.8 Applicants should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India / State Governments. A self-declaration certificate on the company letter head should be enclosed.
- 7.1.9 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/provision of service or contract nor have had any contract terminated for breach by such Bidder.
- 7.1.10 The Bidder should submit a Power of Attorney as per the format enclosed as **Appendix-V**, authorising the signatory of the proposal to commit the Bidder. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") as detailed below:
- (a) In case the sole proprietor himself is signing the Proposals, the Power of Attorney is not required to be submitted. However, if the Proposals are signed by any other person other than the sole proprietor or a duly authorized person, the Power of Attorney is required to be submitted in the format at **Appendix- V**
 - (b) by a partner or a duly authorized person holding the Power of Attorney, in case of a limited liability partnership; or a partnership firm or
 - (c) by a duly authorized person holding the Power of Attorney, in case of a Company.

✓ **Important Points**

- ✓ In absence of any one of the above, the offer will be treated as non-responsive and summarily rejected.
- ✓ Relevant documents in support of the above criteria must be enclosed along with Technical Bid documents failing which the bid will liable to be rejected.

7.2 Technical Bid Evaluation Criterion

Sl No	Parameter	Evaluation Criteria	Maximum Marks
1.	The bidder should be in IT Services since last five years in India. Copy of work order/completion certificate should be submitted along with bid document.	<ul style="list-style-type: none"> • Less Than 5 Years = 0 Marks. • 5 Years = 5 Marks • More Than 5 Years = 1 Marks for each additional year subject to the maximum of 5 marks 	10
2.	Bidder must have executed at least two Government/PSU's Projects in IT / ITES sector. Copy of work order/completion certificate should be submitted along with bid document.	<ul style="list-style-type: none"> • Less Than 2 Project = 0 Marks. • 2 Project = 10 Marks • More Than 2 Project = 2 Marks for each additional project subject to the maximum of 10 marks 	20
3.	Bidder's experience in Implementing e-Governance project. e-Governance projects would include development application software and roll out of application with minimum work order value of Rs.1 Crore(Rs. One Crore) for any Government Department/PSU/Authority in India. (Project required for Sl. No 2 should be different from this point)	<ul style="list-style-type: none"> • Less Than 2 Project = 0 Marks. • 2 Project = 10 Marks • More Than 2 Project = 2 Marks for each additional project subject to the maximum of 5 marks 	20
4.	The bidder should have an average annual turnover of at least INR 10,00,00,000/-(Rs. Ten Crore only) in IT / ITES sector during last three Financial Years. (i.e. 2015-16, 2016-17 and 2017-18). Submit audited balance sheet/certificate from chartered accountant.	<ul style="list-style-type: none"> • Less than 10 Crores = 0 Marks • Rs. 10 Crores = 10 Marks. • More than Rs.10 Crores = 2.5 marks for each additional Rs.5 Crores subject to the maximum of 10 marks 	20
5.	Valid Quality Certification	<ul style="list-style-type: none"> • Less than CMMI Level 3 = 5 Marks • Equal or More than CMMI Level 3 = 10 	10
6.	Technical Presentation (i) Work Plan Approach & Methodology (ii) Domain Knowledge (iii) Software solution's features in detail & application life cycle management	Presentation	20

	(iv) Software solution's with AMC fit to Jharkhand Tourism Development Corporation (JTDCL) requirements.		
	Total		100

✓ **Important Points**

- The bidder will have to score at least 70% marks to be declared as technically qualified and will be eligible for opening of Financial bid.
- JTDCL reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the bidder.
- SI will require local office in Jharkhand. In case of non existence of local office, an Undertaking to be submitted to open Local office within one months of Award of Contract otherwise no marks will be awarded for this.

8. GENERAL TERMS & CONDITIONS

8.1 Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the 'JTDCL' and 'the Bidder'. The bidder subject to this contract has complete charge of personnel, performing the services under this project from time to time. The bidder shall be fully (jointly and severally) responsible for the services performed by them or on their behalf hereunder.

8.2 Standards of Performance

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contract as faithful advisor to JTDCL.

The bidder shall always support and safeguard the legitimate interests of JTDCL, in any dealings with the third party. The bidder shall abide by all the provisions/ acts/ rules etc. of Information Technology prevalent in the country. The bidder shall conform to the standards laid down in RFP in totality.

8.3 Delivery and Documents

The bidder shall submit all the deliverables on due date as per the delivery schedule. The bidder shall not without the JTDCL prior written consent disclose the any project related document to any person for "Web Based Application Software" other than an entity employed by Department of JTDCL for the performance of the contract. In case of termination of the contract, the entire document used by bidder in the execution of project shall become property of JTDCL.

8.4 Intellectual Property Rights

No services covered under the contract shall be sold or disposed by the bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The bidder shall indemnify the JTDCL from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the bidder, JTDCL shall be defended in the defence of any proceedings which may be brought in that connection.

8.5 Assignment

The bidder shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without the JTDCL prior written consent.

8.6 Suspension

JTDCL may, by written notice to bidder, suspend all payments to the bidder hereunder if the bidder fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension

- Shall specify the nature of failure.
- Shall request the bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the bidder of such notice of failure.

8.7 Termination

Under this contract, JTDCL may, by written notice terminate the bidder in the following ways

- Termination for default for failing to perform obligations under the contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.
- Termination for Convenience in whole or in part thereof, at any time. JTDCL reserves the right to elect:
- Termination for Convenience in whole or in part thereof, at any time. JTDCL reserves the right to elect:
- To have any portion completed at the work order and /or the Work Order terms and prices; and /or
- To cancel the remainder and pay to the agency an agreed amount for partially completed Services.
- Termination for Insolvency if the bidder becomes bankrupt or otherwise insolvent.

8.8 Taxes and Duties

The commercial proposal shall be inclusive of all taxes, duties and operational expenditures.

8.9 Notice

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

8.10 Limitations of Liabilities

- Either party will accept liability without limit. For death or personal injury caused to the order party by its negligence or the negligence of its employees acting in the course of their employment;
- Any other liability which by law either party cannot exclude
- This does not in any way confer greater rights than what either party would otherwise have at law
- The contract does not contemplate any consequential, indirect, loss profit, claim for tort or similar damages of any form to be paid by the bidder to JTDCL or any other organizations
- Notwithstanding anything to the contrary contained in this contract, in no event will the bidder be liable to JTDCL, whether a claim be in tort, contract or otherwise; for any amount in excess of 100% of the total professional fees payable for the respective project provided that this limitation shall not apply to any obligation of bidder to indemnify to JTDCL with respect to intellectual property right infringement.

8.11 Progress of the Project

The bidder would be required to intimate the progress of the project to JTDCL in a frequency and manner prescribed by JTDCL in consultation with the bidder after the award of contract.

8.12 Miscellaneous

The end product of the work assignment carried out by the bidder, in any form, will be the sole property of JTDCL.

In the event the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with JTDCL, should be passed on the compliance by the new company new division in the negotiation for their transfer.

8.13 Performance Bank Guarantee (PBG)

The successful bidder shall require to make a Security Deposit towards Performance Guarantee in the form of a Bank Guarantee i.e. 10% of the total work order value. After submission of the Performance Bank Guarantee, the EMD deposited by the bidder in the

General Bid will be refunded immediately. The Performance Bank Guarantee shall be drawn from a national scheduled bank in the favour of Managing Director, Jharkhand Tourism Development Corporation Limited payable at Ranchi. This Security Deposit shall be held free of interest as security for due performance as per obligations under this proposal. The deposit shall be refunded upon successful execution of the work orders to the full satisfaction of JTDCL. The PBG should be valid for 48 months (4 year) from the date of the contract signed.

8.14 Service Levels & Penalties

System Integrator (SI) is expected to meet the service levels & time lines in the normal course of carrying out the activities as per the detailed Scope of Work. In case of unjustified delay on any or all such Service Levels, the JTDCL will reserve the rights to levy penalties on the System Integrator.

Sl. No	Service/Deliverables	Expected Service Level/Timeline	Penalty Level
1	Software Maintenance and Support, Training, Application Security Audit, Application Service Integration and submission of documents	As per the timeline mentioned in the RFP	- 1% of project component (sub-total cost quoted under 'A') of Financial Bid to be calculated as penalty on every one week delay. - There will be no upper limit of the penalty.
2	Deployment of all personnel for PMU as per the timeline or any subsequent requirement from JTDCL during the contract period.	- 2 week for all type of resource	10% of quarterly payment due only in succeeding quarter. It is clarified that Invoice admissible will be for the deployed manpower only. Quarterly payment for this clause is the amount arrived at By assuming full deployment of manpower as in the RFP or further requisitions
3	<p>✓ Attendance of PMU and Personnel -The maximum leaves provided to the PMU manpower is 12 (twelve) in a one calendar year.</p> <p>✓ For continuous absence more than</p>	<p>Absent more than 16 days during a calendar year</p> <p>Suitable backup with equivalent qualification</p>	<p>-The deduction will be made on prorata basis that is man days cost of that resource multiplied by number of days of absence.</p> <p>-In such a case the penalty shall be 120% of the pro-rata rate of that resource. That means 1.20 times the</p>

	<p>4 days in a calendar month.</p> <p>Note:SI shall submit the monthly attendance report along with month wise leave status duly signed by concerned departmental authority in every quarter with invoice</p>	<p>and experience shall be deployed immediately. If a resource remains absent and the backup is not provided then:</p>	<p>man days cost of that resource multiplied by number of days of absence.</p>
4	<p>Replacement of personnel at PMU on request of user Department</p>	<p>Replacement of personnel at PMU- maximum within One(1) Month</p>	<p>2% of quarterly payment per person due only in the succeeding quarter.</p> <p>There will be no upper limit of the penalty.</p>
5	<p>Application Failure due to Errors/Bugs</p>	<p>Level-1 Severity- Such cases that can be addressed without modifications to the code. E.g.: User not able to login- a change required in the configuration of the application</p> <p>Level-2 Severity- Such case where there is minor problem in the workflow/navigation of pages such as reports, forms, in the Application etc Or When there is a minor deviation in the application outcome that is not as per feature requirement.</p>	<p>SI to resolve such problems within 4 hours from the time of reporting. If SI fails to solve such problems within the required service levels, then a penalty of 0.25% of the cost of quarterly payment shall be charged per hour of delay. There will be no upper limit of the Penalty. If required JTDCL, may at its discretion take an action to terminate the contract and forfeit Performance Security.</p> <p>SI to resolve such problems within 2 working days from the date and time of reporting. If SI fails to solve such problems within the required service levels, then a penalty of 0.5% of the cost of quarterly payment shall be charged per day of delay. There will be no upper limit of the Penalty. If required JTDCL, may at its discretion take an action to terminate the contract and forfeit Performance Security.</p>

		<p>Level-3 Severity- Such case where there is major problem in the workflow/ navigation of pages such as reports, forms, in the Application etc</p> <p>Or</p> <p>When there is a Major deviation in the application outcome and is not as per feature requirement</p> <p>Or</p> <p>When there is an unwarranted event such as Application crash</p>	
6	Application/System reported not functional due to unjustified reasons during Annual Maintenance & Operational Support period	Within 24 hrs from the time and date of report	<p>0.5% penalty of total quarterly payment of Annual Maintenance Period on per day. There will be no upper limit of the penalty.</p> <ul style="list-style-type: none"> • If the performance of the SI not found satisfactory during Maintenance and operational phase JTDCL, may at its discretion to take an action to terminate the contract and forfeit Performance Security.

9. PERFORMA & ANNEXURE

9.1 Annexure-1 (Technical Bid Letter)

To
The MD,
Jharkhand Tourism Development Corporation Limited
Tourist Complex, 5, Mahatma Gandhi Marg
Ranchi, Jharkhand

Dated: ____/____/____

Sub: Request for Proposal (RFP) for Selection of System Integrator for Maintenance & Support of Jharkhand Tourism Portal & Web based Software Solution for Jharkhand Tourism Development Corporation Limited (JTDCL).

Dear Madam/Sir,

1. With reference to your request of proposal document no. _____, Dated:____/____/____, I/we, have examined the bid documents and understood the contents, hereby submit my/our proposal for the aforesaid project. The proposal is unconditional and unqualified.
2. All information provided in the proposal and appendices is true and correct.
4. This statement is made for the express purpose of qualifying as a bidder for undertaking the Project.
5. I/We shall make available to the tendering authority for any additional information it may find necessary or require to supplement or authenticate the bid.
6. I/We acknowledge the right of tendering authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (i) I/We have examined and have no reservations to the RFP Documents, including any addendum issued by the tendering authority.

- (ii) I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We declare that we are not a member of any other firm submitting a proposal for this project.
9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our MD or any of our Directors.
12. In the event of my/ our being declared as the successful, I/We agree to enter into an agreement/Work Order in accordance with the draft that has been provided to in the RFP document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
13. The fee has been quoted by me/us after taking into consideration all the terms and conditions Stated in the RFP.
14. I/We undertake to provide Performance Security of 10% of the order value in case the contract is being awarded to us.
15. I/We agree and understand that the Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened.
16. I/We agree to keep this offer valid for 180 days from the proposal due date specified in the RFP.
17. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Authorized signatory)

Date:

Name:

Designation:

9.2 Annexure-2 (Bidder Company Profile)

Name of the Firm/Company		
Full Address of the Company		
Year Established		
Telephone Number		
Fax Number		
E-mail Address		
Website		
Sectors' in which the company /firm has provided services to Government Departments in India		
No. of full time personnel currently under employment	Technical	
	Non-Technical	
No. of years of presence in India		
Annual Turnover	FY	Turn Over (Rs)
	2017-18	
	2016-17	
	2015-16	
Details of Authorized Representative	Name	
	Designation	
	Mobile	
	Office	
	E-mail	

Signature & Seal
(Authorized Signatory)

9.3 Annexure-3 (Bidder Project Profile)

(Copy of Work Order/Completion Certificate must be attached with this Annexure.)

(On the letterhead of the Bidder)

Sl. No.	Particulars	Description
1	Name of the Organization	
2	Address of the contact details of Organization	
3	Details of Work Experience	
	Sl. No. -01	
	Name of client	
	Detail Description of Project	
	Duration of Assignment	
	Value of Assignment	
	Sl. No. -02	
	Name of client	
	Detail Description of Project	
	Duration of Assignment	
	Value of Assignment	
	(Project details to be furnished in similar Format) Separate sheets may be added)	

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

9.4 Annexure-4 (Performa for Pre Bid Queries)

Bidders requiring specific points of clarification may communicate with JTDCL during the specific period using the following format.

Bidders Request for Clarification		
Name of Organisation submitting request	Name and Position of person submitting request	Address of Organisation including phone, Fax, e-mail, Points of Contact
		Tel: Fax: E-mail:

Sl. No	Bidding Document Reference (Number//Page)	Content of RFP Requiring Clarification	Points of Clarification Required	Suggestions(If Any)
1.				
2.				
3.				

9.5 Annexure-5 Format for Power of Attorney for Signing of Proposal

(On Stamp paper of relevant value)

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 **“Selection of System Integrator for Maintenance & Support of Jharkhand Tourism Portal & Web based Software Solution for Jharkhand Tourism Development Corporation Limited (JTDCL).”**, proposed by the **Jharkhand Tourism Development Corporation Limited**, Government of Jharkhand (the “JTDCL”) including but not limited to signing and submission of all applications, proposals, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to JTDCL, representing us in all matters before JTDCL, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal, and generally dealing JTDCL in all matters in connection with or relating to or arising out of our Proposal and/or upon award thereof to us.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 OF _____, 20**.

For _____
(Signature)
(Name, Title and Address)

Witnesses:

1
2

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

[Notarised]

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

9.6 Annexure-6 Self Declaration

(Should not have been black listed)

(On the letterhead of the Bidder)

I / We agree that the decision of the Authority in relation to RFP for “**Selection of System Integrator for Maintenance & Support of Jharkhand Tourism Portal & Web based Software Solution for Jharkhand Tourism Development Corporation Limited (JTDCL)**”, addition or deletion will be final and binding to me / us. I / We confirm that we have not been blacklisted by Central or State Governments & PSUs.

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

9.7 Annexure -7 Format for Particulars of Key Personnel

(On the Letter head of the Bidder)

Sl No	Proposed Position	
1.	Name of Personnel	
2.	Date of Birth	
3.	Nationality	
4.	Educational Qualifications	
5.	Employment Record: (Starting with present position, list in reverse order every employment held.)	
6.	Total years of Experience	
7.	Details of Work undertaken by the Personnel outside India and Description of responsibilities	1. Name of the Work: Name of the Country : Description of responsibilities: Duration: 2. Name of the Work: Name of the Country : Description of responsibilities: Duration: 3. Name of the Work: Name of the Country : Description of responsibilities: Duration:
8.	Details of the current assignment and the time duration for which services are required for the current assignment.	

Certification:

1. I am willing to provide the Services and I will be available for entire duration of the Empanelment as required.

2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Date: _____

Place: _____

(Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

9.8 Annexure-8 (Financial Bid)

Date:

To,
The Managing Director
Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg,
Ranchi, Jharkhand – 834001

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of System Integrator for Maintenance & Support of Jharkhand Tourism Portal & Web based Software Solution for Jharkhand Tourism Development Corporation Limited (JTDCL).

1. We are pleased to quote our Total Service Fee of Rs. _____ (Rupees _____ Only “Yearly”) (The “Yearly Service Fee”) for undertaking the above mentioned Assignment and inclusive of all costs associated with providing the services specified in Schedule A of the RFP Document. The Service Fee is exclusive of GST and all other applicable taxes.
2. I/ We confirm and agree that we have reviewed all the terms and conditions of the Request for Bid including the Draft Contract and conform that we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the Empanelment Document.
3. I/ we agree that my/our Financial Bid shall remain valid for a period of 60 (sixty) days from the Bid Due Date prescribed for submission of Bid.
4. I / we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the Empanelment Document.
5. I / we agree to be bound by this offer if we are the Selected Agency for the said Assignment.
6. We further certify that we shall follow the Scope of Services, without any deviations, enumerated in this RFP Document, if the Assignment is awarded to us.
7. Yearly Maintenance Charge/Fee will be valid for 2 years.

Sincerely,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person