

Government of Rajasthan
Department of Tourism

"Paryatan Bhawan", Khasa Kothi Hotel Campus, M.I. Road, Jaipur-302001 Ph. & Fax : 91-141-5155100

F.15 () IT/Website Maintenance/DT/2017/ 760

Dated: 13-4-17

Notice Inviting e-Bids

**Request For Proposal (RFP) For Selection of Agency For
Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine
Optimization etc. for a period of One Year for Rajasthan Tourism**


(Bid No. : 66)

(UBN No. :TOU1718SLOB 00001.....)

Department of Tourism, Government of Rajasthan invites e-Bids from the eligible bidders for Selection of Agency for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. of its website www.tourism.rajasthan.gov.in for a period of One Year. Important Dates & Time and Applicable Bid Security are as under:

Name of Work	Estimated Cost of Work	Bid Security	Date & Time For Pre-Bid Meeting	Last Date & Time For Submission of e-Bids	Date & Time For Opening of Technical Bid
Selection of Agency for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. of its website www.tourism.rajasthan.gov.in for a period of One Year	36 Lacs (Excluding Applicable Taxes)	72,000/- (Seventy Two Thousand Only)	20/04/2017 at 12:30 PM	08/05/2017 at 01:00 PM	08/05/2017 at 03:30 PM

The detailed information about the aforesaid e-Bid invitation and Bid Document can be downloaded from <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> and <http://tourism.rajasthan.gov.in> and Banker's Cheque/Demand Draft of Bid Document Fee, Bid Security and RISL Processing Fees should be deposited in Department of Tourism before Scheduled Date and Time.


Addl. Dir. (Admin.)



Request For Proposal (RFP) Document

For

Selection of Agency

For

Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. For a Period of One Year

**Department of Tourism (DoT)
Government of Rajasthan**

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

Ref. No. F.15 () IT/Website Maintenance/DT/2017/760

Dated : 13-04-2017

(Bid No. : 66)

(UBN No. : TOU1718SLOB00001)

Mode of Bid Submission	Online through eProcurement / Bidding System at http://eproc.rajasthan.gov.in
Procuring Authority	Director, Department of Tourism (DoT), Hotel Khasa Kothi Campus, M. I. Road, Jaipur-302001 (Rajasthan)
Date & Time of Pre-bid meeting	20/04/2017 at 12:30 PM
Last Date & Time of Submission of Bid	08/05/2017 at 01:00 PM
Date & Time of Opening of Technical Bid	08/05/2017 at 03:30 PM

Bidding Document Fee: Rs. 1000/- (Rupees One Thousand Only)

Name of the Bidding Company/ Firm:			
Contact Person (Authorised Bid Signatory) Name & Designation :			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

Department of Tourism (DoT)
Hotel Khasa Kothi Campus, M. I. Road, Jaipur-302001 (Rajasthan)
Phone & Fax : 0141- 5155100, Web: <http://tourism.rajasthan.gov.in>
Email: cotraj@gmail.com , cot-dot@rajasthan.gov.in

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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative / officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security/ Earnest Money Deposit (EMD)	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ vendor participating in the bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
CMC	Contract Monitoring Committee
CMS	Content Management System
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Director, Department of Tourism in this bidding document.
Contract	"Contract" means a legally enforceable agreement entered into between the procuring entity and the selected bidder(s) with mutual obligations.
Day	A calendar day as per GoR/ GoI.
DoT	Department of Tourism
eGRAS	Online Government Receipts Accounting System (e-GRAS) is part of Integrated Financial Management System (IFMS), e-GRAS facilitates collection of tax/ non-tax revenue in both the modes; online as well as manual. All types of government revenue may be deposited online using this website: https://egras.raj.nic.in/
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
ICT	Information and Communication Technology
IFB	Invitation For Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
ITeS	Information Technology enabled Services
LD	Liquidated Damages
LoI	Letter of Intent
MIS	Management Information System
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PBG	Performance Bank Guarantee

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PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Project Period	The project period will be of One Year Starting from the Actual Date of Work Started / Agreement
Project Site	Wherever applicable, means the designated place or places
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale, also called buyer. DoT in this RFP document.
RVAT	Rajasthan Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity
Service Level Agreement (SLA)	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

F.15 () IT/Website Maintenance/DT/2017/760

Dated : 13-04-2017

(Bid No. : 66) (UBN No. : TOU1718SLOB00001)

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Director, Department of Tourism (DoT) Address: Prayatan Bhawan, Hotel Khasa Kothi Campus, M. I. Road, Jaipur-302001 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Hari Mohan Gupta Designation: ACP (Dy. Dir.) Address: Hotel Khasa Kothi Campus, M. I. Road, Jaipur-302001 (Rajasthan) Email: acpdd-dot@rajasthan.gov.in, hmgupta.doit@rajasthan.gov.in
Subject Matter of Procurement	RFP for Website Maintenance / Updation, Micro sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year
Project Period	One Year Starting from the Actual Date of Work Started / Agreement
Bid Procedure	Two Part (Technical & Financial), Open Competitive eBid Procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum etc.	<ul style="list-style-type: none"> Websites: http://eproc.rajasthan.gov.in, http://sppp.raj.nic.in and http://tourism.rajasthan.gov.in
Estimated Procurement Cost	Rs. 36 Lacs (Excluding Applicable Taxes)
Bidding Document Fees, RISL Processing Fees, Bid Security and Mode of Payment	<ul style="list-style-type: none"> Bidding document fee (Non-Refundable): Rs. 1000/- (Rupees Five Thousand only) in Cash/Demand Draft drawn on any Scheduled/ Commercial Bank in favour of "Director, Department of Tourism" payable at "Jaipur". RISL Processing Fee (Non-Refundable): Rs. 1000/- (Rupees One Thousand only) in Demand Draft drawn on any Scheduled/ Commercial Bank in favour of "Managing Director, RISL" payable at "Jaipur". Rs. 72,000/- (Rupees Seventy Two Thousand Only) in form of Cash / Demand Draft drawn on any Scheduled / Commercial Bank in favour of "Director, Department of Tourism" Payable at "Jaipur"
Period of Sale of Bidding Document (Start / End Date)	From : 14-04-2017 Onwards till 08-05-2017 01:00 PM
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date / Time : 20/04/2017 at 12:30 PM Place: Department of Tourism (DoT), Prayatan Bhawan, Hotel Khasa Kothi Campus, M. I. Road, Jaipur-302001 (Rajasthan)
Manner, Start/ End Date for the Submission of Bids	<ul style="list-style-type: none"> Manner: Online at eProc website (http://eproc.rajasthan.gov.in) Start Date: 14-04-2017 Onwards End Date: 08/05/2017 01:00 PM
Submission of Banker's Cheque/ Demand Draft for Bid Fee, Bid Security, and Processing Fee*	08/05/2017 03:00 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> Date: 08/05/2017 Time: 3:30 PM Place: Department of Tourism (DoT), Prayatan Bhawan, Hotel Khasa Kothi Campus, M. I. Road, Jaipur-302001 (Rajasthan)

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Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the technically qualified bidders
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for RFP Document Fees, RISL Processing Fees and Bid Security should be submitted before bid submission date/time physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for RFP Document Fee, Bid Security, and RISL Processing Fee within specified time limit, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RFP Document fee and Bid Security should be drawn in favour of "Director, Department of Tourism" payable at "Jaipur" and Banker's Cheque/ Demand Draft for RISL Processing Fee should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) DoT/RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Bidding process. 6) Training for the bidders on the usage of e-Bidding System (eProcurement) is also being arranged by RISL on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason. 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the Selected Bidder. 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10) The provisions of RTTP Act 2012 and Rules and GF&AR thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTTP Act 2012 and Rules and GF&AR thereto, the later shall prevail. 	

Sd
Addl. Dir. (Admin.)

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F.15 () IT/Website Maintenance/DT/2017/

Dated :

Notice Inviting e-Bids

Request For Proposal (RFP) For Selection of Agency For Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a period of One Year for Rajasthan Tourism

(Bid No. : 66) (UBN No. : TOU1718SLOB00001)

Department of Tourism, Government of Rajasthan invites e-Bids from the eligible bidders for Selection of Agency for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. of its website www.tourism.rajasthan.gov.in for a period of One Year. Important Dates & Time and Applicable Bid Security are as under:

Name of Work	Estimated Cost of Work	Bid Security	Date & Time For Pre-Bid Meeting	Last Date & Time For Submission of e-Bids	Date & Time For Opening of Technical Bid
Selection of Agency for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. of its website www.tourism.rajasthan.gov.in for a period of One Year	36 Lacs (Excluding Applicable Taxes)	72,000/- (Seventy Two Thousand Only)	20/04/2017 at 12:30 PM	08/05/2017 at 01:00 PM	08/05/2017 at 03:30 PM

The detailed information about the aforesaid e-Bid invitation and Bid Document can be downloaded from <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> and <http://tourism.rajasthan.gov.in> and Banker's Cheque/Demand Draft of Bid Document Fee, Bid Security and RISL Processing Fees should be deposited in Department of Tourism before Scheduled Date and Time.

Sd
Addl. Dir. (Admin.)

CAPTER 2: PROJECT PROFILE & BACKGROUND INFORMATION

State of Rajasthan is one of the most favored tourist destinations in India for both domestic & International traffic. Rajasthan, being a premier tourist destination, attracts tourist for its historical forts, palaces, art and culture. Tourism has emerged as a major industry and has immense employment potential for the state.

Tourism already occupies a prominent place in the state's agenda as a crucial engine for growth and employment. The state government in the recent past has made efforts for the maximum benefit from tourism sector. Public and private sector have been jointly promoting tourism in the state and have made productive efforts to exploit the vast potential of tourism sector.

Tourism has been one of the biggest revenue generators for the state since long. Owing to its rich and varied topography, vibrant culture and captivating festivities, the State of Rajasthan offers immense tourism delights to the visitors in the State. Visitors, starting from neighbouring states to the far flung countries through the state at different times especially during the cooler periods starting from November to February. The rate of growth of tourism in Rajasthan has been sustained at around 5-7% per annum in the last few years. Some of the tourism products of Rajasthan have become popular among the tourists such as Palace-on-Wheels, Heritage Hotels, Camel Safaris, Pushkar Fair, Desert festival, Palace Hotels & Wild Life Sanctuaries/ National Parks.

Department of Tourism is working as a separate entity for the execution of national and state level policies, programs and also as a coordinating agency for the Central - State Government Department/ Offices and Private sectors activities for promotion of tourism in the state.

Under the aegis of Tourism Department two public sector entities viz. Rajasthan Tourism Development Corporation Ltd. (RTDC) and Rajasthan State Hotel Corporation Ltd. and one society i.e. Rajasthan Institute of Tourism and Travel Management (RITTMAN) are also operating.

The development of Information and Communication Technologies (ICTs) has had more marked effects in the tourism industry than in many other business sectors. Emerging technologies have changed a growing number of tourist industry functions, from marketing and promotion to production and supply. New services have been made available, which have in turn influenced company choices and behavior, and have led to the construction of new business models. However, since the technology itself is now available to almost everyone its effective utilization is imperative to create a rich tourist experience.

Leveraging upon this channel, Department of Tourism, Government of Rajasthan envisions presenting the magic of vibrant Rajasthan - its rich heritage, colorful culture, exciting desert safaris, shining sand-dunes, amazing variety lush forests and varied wildlife that delights every traveler through their web portal and various social media accounts.

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For the aforesaid purpose, a year back Department of Tourism has developed and launched a web portal www.tourism.rajasthan.gov.in on .NET platform in english language and simultaneously created social media accounts on Facebook, Twitter, YouTube and Instagram. DoT has envision webportal maintenance / updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for the existing porta by using advanced/latest technology to deliver content rich, customizable, theme-able, high-performance secure site. The static, dynamic, images, videos, online campaign etc. contents will be provided on the portal.

CHAPTER 3: ELIGIBILITY CRITERIA

The bidders having technical qualification/eligibility criteria mentioned below can participate in this bidding process and it is to be noted that consortium is not allowed. The supporting documents submitted as an evidence to fulfil the eligibility criteria will be evaluated by the Tendering Authority. During the bid evaluation stage, Department of Tourism may request for clarification (if required) and any additional documents to support the Technical Qualification criteria. Technical Qualification criteria will be evaluated by a committee, whose decision will be firm and final.

Technical Qualification/Eligibility Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932	- Relevant documents
2	Turnover from IT/ ITeS	Average Annual Turnover of the bidder in last three financial year, i.e., from 1st April 2013 to 31st March 2016, should be at least Rs. 72 Lacs	CA Certificate with CA's Registration Number
3	Net Worth	The net worth of the bidder as on 31st March 2016 should be Positive.	CA Certificate with CA's Registration Number
4	Technical capability	The bidder must have developed /maintained at-least five web portals worth at least Rs. 5 Lakh each, out of which at-least One portals should have :	<ul style="list-style-type: none"> Self attested printouts for URL, Clearly Visible Screenshots with account settings of google analytics or any

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		<ul style="list-style-type: none"> • Core area of the organization as Tourism/ Art/ Culture/ Hospitality Sector • Been listed as one of the top-10 websites on Google search in the said keyword category of the website • Home page size not more than 800KB, and compliance to W3C HTML5 and responsiveness 	<p>authentic document in support of eligibility criteria</p> <ul style="list-style-type: none"> • Copy of Work Orders
5	Tax registration and clearance	The bidder should have registration number of VAT / Sales Tax / Service Tax and its Clearance Certificate, whichever is applicable and Income Tax / PAN number (mandatory)	Self Attested Copies of the required Document

Note : The above criteria shall be evaluated as per Annexure titled “Technical-qualification Evaluation” (Annexure 1).

CHAPTER 4: SCOPE OF WORK

1. Existing Web portal Maintenance/Updation and New Web Pages/Micro Site Development,

The successful bidder shall take complete responsibility of management/development/further development of Web Portal www.tourism.rajasthan.gov.in of Department of Tourism. Development of New Web Pages, Blogs, Articles, Micro-Sites etc. by using most advanced technology, to deliver content rich, customizable, theme-able, high-performance, highly secure site and well researched contents. The scope includes, but not limited to, the following :

- Re-development of the currently running website (within a period of first quarter) on the state web platform, based on Adobe Experience Manager 6.1 Enterprise Web Content Management Platform.
- Use of Web Application Framework, Web Content Management System or Application Server Software, backed by a database, to deliver the updated portal / site contents.
- Creation and moderation of rich artwork, blogs, articles, creative write-ups, web pages, micro sites etc and its use to augment the web contents and overall branding of Rajasthan Tourism through web portal & partner sites.
- High quality, high definition, well visualised photographs and video generation per month for various tourism sites and events across Rajasthan. Per month photo bank addition of 30 unique pictures and 2 videos of maximum 2 minutes in HD format.
- Website being maintained / developed should be made compliant of the following guidelines and submit the compliance report for the same :
 - GIGW
 - W3C HTML5
 - WCAG
 - UAAG
- Creation of self-researched, self-experienced content and webpages for the new destinations / events / attractions etc (at least FIVE each month). One would need to actually travel to the undiscovered sites and wonders of Rajasthan.
- Micro-sites Creation (1-2 sites per quarter i.e. total 4-8 in a project period of one year)
- Creation of 2 blogs / articles each month for the Destination/ Events / Fairs & Festivals etc.
- Updating and maintenance of existing webpages/ content sections / photo & video gallery / database (Hotels, Festivals etc) on regular basis as relevant
- Images / banners / graphics / GIF creation and Weekly / as per requirement update the Image/ Banner/ Cover Photo (Minimum Four in Each Month) of Front-page

- Provides an easy to use Administration Interface, Content Management System (CMS) and other user friendly tools required to update the contents for the Rajasthan Tourism Web Portal
- Maintenance & Replies of the Message Board Services available on website
- Delivers high-performance and security
- Use of SEO friendly content, clean permalink structure and SEO Best Practices for portal/web pages/micro site design, structure and content with the goal to make all main keywords rank in the top ten pages.
- Provides accurate and fast Search through the portal pages
- Web portal, Micro-Sites, Web pages, Blogs, Contents performance analysis
- Monthly and Deep dive quarterly reviews

Successful bidder shall also be responsible for contents creation, writing, developing required for new web pages, blogs, articles, micro-sites creation, integration with the portal, search engine optimization etc. **Thus, the successful bidder shall act as the complete solution provider on turnkey basis for the portal.**

Rajasthan Tourism web portal is host in the Rajasthan State Data Centre, Jaipur. It has been developed using ASP .NET technology. Successful bidder is required to study the existing portal to assess the existing structure, high quality contents including art works, user-interface etc.

The successful bidder shall be responsible for procurement, deployment, commissioning, operations and maintenance/updation for Web Application Framework/ Web Content Management System / Application Server software, at its own cost. The portal updating/maintenance, new web pages, blogs, articles etc. addition, micro site creation & its integration with portal and including all other works described under scope of work shall be carried out on turnkey basis i.e. procure, deploy, commission, support etc.

The successful bidder shall also ensure adherence / compliance with RSDC infrastructure & policies including mandatory security audit / 'Safe-to-host' certification at its own cost during the entire project/agreement period.

2. Cross Platform-Browser compliance

Cross Platform-Browser Compliance refers to the ability of a web portal / micro site created to be properly rendered by all popular browsers. The successful bidder shall ensure that the portal is rendered correctly on the latest versions of the following browsers: Microsoft Internet Explorer, Mozilla Firefox, Google Chrome and Apple Safari on Microsoft Windows and Ubuntu Linux platform (where applicable).

3. Simple Performance and Load Testing

Simple Performance and Load testing shall be performed periodically by the successful bidder to ensure that the portal / micro site created meets required performance and load testing metrics.

4. Web & Search Analytics

Web & Search Analytics is the study for measuring website traffic which in turn is useful for optimizing the website content and structure. The Web-Portal of Tourism Dearpartment is currently exist on two distinct web analytics tools such as Google Analytics and Webmaster. The Successful bidder has to maintain these two accounts regulary and has to submit its report regularly on monthly basis.

5. Integration

Integration of the portal with micro sites cerated and other efforts of the department, shall be responsibility of the successful bidder. The successful bidder shall integrate the portal with the Social Media Optimization efforts. Additionally, the scope covers integration with Other Websites, FAQ bank, whichrefers to Frequently Asked Questions on the official social media platforms as well as any internal applications that may be developed that require integration with the portal.

6. Creative Campaigns & Contests

The successful bidder shall organise minimum One Large Creative Campaigns or Contests in each quarter to add dynamism to the portal or other assets of the department subject to approval from the department. The successful bidder may seek support in term of rewards to the winners of contest/campaign from the department to organise such activities but all other kind of costs for organizing such campaign / contest shall be bear by the successful bidder. The Campaigns or Contests shall organized on quarterly basis.

The scope of work for campaigns or contests shall be limited to electronic nature, i.e. it shall be based on portal, mobile portal. It shall exclude goods or works of physical nature (organizing conferences, workshops, stalls, physical awards etc.). However, any such campaigns or contests involving goods or works of physical nature and any such explicitly requested by the department (and consented by the successful bidder), shall be payable extra to the successful bidder on mutually agreed terms between the Department and the successful bidder, outside the scope of this work.

7. Search Engine Optimization (SEO)

The scope of work of SEO will be as below but not limited to the following:

- Keyword Research Selection
- Keyword Mapping to defined preferred Landing Pages
- On – Site Optimization: Title & Meta Description Image Optimization Header tags
Other Meta- data

- URL Restructuring Redirections
 - Keyword Rank Checking (Limited to 2 time in a month)
 - Directory Submissions (up to 50 submissions)
 - Monthly Reports
 - Broken Links Analysis
 - RSS feed creation and submission
 - Forum Posting
 - Link Distribution
 - Article submission
 - HTML Audit: HTML Code Review and Recommendations Micro formats Suggestions
 - Ranking of website on google search as per keyword should be on 1st page (Limited to 100 Keywords)
 - Report of Traffic on Website
 - Optimizations of Images and Videos
8. **Security Audit** : The selected bidder shall ensure complete security audit from a CERT-IN empanelled security audit firm at no additional charge to Department of Tourism.
9. **Manpower Deployment on Site (DoT, HO)** : As the development and maintenance/updation activities may be carry out offsite, the successful bidder shall depute / provide at-least **ONE** dedicated fulltime resource/personnel at Department of Tourism Head Office in Jaipur throughout the entire project period of one year. This dedicated resource/personnel should also be technically qualified to update the Rajasthan Tourism Web Portal immediately as per requirement of the Department and able to replies of the queries coming under “**Message Board**” services available on web portal, co-ordinate with all concerned departmental officers to get/collect required information for updating the web portal, diagnose and fix problems in a deliverable etc.. This resource/personnel shall work under supervision of IT section in-charge ACP(Dy. Dir.) of the Department. The working / sitting space for the resource/ personnel will be provided by Department of Tourism in Head Office campus but required IT Infrastructure including all kind of hardware, software, connectivity, communication etc. for the resource/personnel shall be responsibility of the successful bidder.
- If department found the services of said resource / personnel unsatisfactory, successful bidder shall change it immediately and provide another qualified resource / personnel.

CHAPTER 5: INSTRUCTION TO BIDDER (ITB) & BIDDING PROCESS

1) Sale of Tender/ Bidding Document

The sale of bidding document shall commence with the issue of NIB and shall be stopped as per the details specified in NIB. The complete bidding document is also placed on the websites as specified in the NIB. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of bidding document while submitting the bid to Department of Tourism.

2) Clarifications to the Bidding/ Bid Document

a) If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the Project Officer In-charge (POIC) / tendering authority and get clarifications. He may do so by contacting the Project Officer In-charge (POIC) / tendering authority in writing at the Project Officer In-charge (POIC) / tendering authority's address and e-mail addresses indicated in the NIB.

b) The Tendering authority/ Procurement Committee will respond in writing to any request for clarification, provided that such request is received no later than the Pre-bid Meeting.

c) Should the Tendering authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised bidding document and / or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment.

3) Pre-bid Conference/ Meeting

a) The bidder or its official representative (not more than two representatives per bidder) is/are invited to attend the pre-bid meeting as per the details specified in NIB. The objective of this meeting is to address the generic queries of the prospective bidders related to the Project/ bidding document.

b) As a result of discussions in the pre-bid conference, if modifications in the bidding document, specifications of services are considered necessary, they may be done by issuing an addendum/ corrigendum. The corrigendum/ addendum will be placed on the websites as specified in the NIB.

c) The tendering authority reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

4) Amendment of Bidding Document

a) At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/ Addendum.

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

- b) Any Corrigendum/ Addendum issued shall be a part of the Bidding document To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.
- c) Any change in date of submission and opening of bids would be published in appropriate manner including the websites mentioned in the NIB.

5) Documents comprising the Bid

- a) A Single stage-Two envelope/ cover system with a presentation shall be followed for the bid
- Technical bid in one cover/ envelope
 - Commercial bid in the other envelope
- b) The technical bid documents shall consist of the following documents -

S. No.	Documents Type	Document Format
1.	Covering Letter – Technical Bid	On bidder’s letter head duly signed by authorized signatory
Fee Details		
2.	Bid Document Fee	Scanned / Photo copy of Fee Receipt/ DD/ Banker’s Cheque
3.	Processing Fee(e-procurement)	Scanned / Photo copy of Fee Receipt/ DD/ Banker’s Cheque
4.	Bid Security	Scanned / Photo copy of DD/ Banker’s Cheque
Technical-Qualification Documents		
5.	Supporting information and documents	As per Annexure-1
6.	All the other documents mentioned in the “Eligibility Criteria”, in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause

Original Hard copies of Fee Receipt/ DD/ Banker’s Cheque of Bid Fee, Processing and Bid Security Fee shall be submitted by the bidder before last time and date of bid submission.

- c) Commercial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial/ Price Bid	As per Annexure-13 (in BOQ)

- d) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.
- e) Bid forms, wherever applicable, shall be filled in ink or typed. No tender/ bid filled in pencil shall be considered. The bidder shall sign the tender/ bidding document at each page and at the end in token of acceptance of all the terms and conditions of the tender/ bidding document

6) Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the tendering authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the tendering authority, shall be written only in English or Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English / Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) Alternative Bids

Alternative bids shall not be considered at all.

8) Bid Prices

- a) Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities. Unless specifically asked for separately or excluded. Revision in taxes/ duties including Service Tax shall be on account of the tendering authority if they have been asked for separately in the financial bid and are not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder.
- b) All the prices should be quoted only in Indian Rupees (INR) Currency.
- c) Prices/ Rates shall be written both in words and figures. There should not be errors and/ or over-writings. Corrections/ alterations, if any, should be made clearly and initialled with dates by the authorized signatory.
- d) All rates quoted should include all incidental charges except applicable Tax, which should be shown separately in the Financial/ Commercial bid format only.
- e) The prices quoted by the Bidder in the Financial/ Commercial bid shall conform to the requirements specified therein.
- f) All the required items must be listed and priced separately in the financial bid. If a financial bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the financial bid shall be assumed not to be included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with the provisions of bidding document.

- g) The price to be quoted in the financial bid shall be the total price of the bid. Discount, if any, should be included in the quoted price. Discounts of any type, indicated separately, will not be taken into account for evaluation purposes.
 - h) The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the tendering authority. This shall not in any way limit the tendering authority's right to contract on any of the terms offered: -
 - i. For Services specified in the bidding document.
- 9) **Period of Validity of Bids**
- a) Bids shall remain valid for the period of 90 days, as specified in NIB, after the bid submission deadline date prescribed by the bidding authority. A bid valid for a shorter period shall be rejected by the tendering authority as non-responsive bid.
 - b) In exceptional circumstances, prior to the expiration of the bid validity period, the bidding authority may request bidders to extend the period of validity of their Bids. The Bid Security shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid.
- 10) **Bid Security**
- a) Every bidder, if not exempted, participating in the bidding process must furnish the required earnest money deposit as specified in the Notice Inviting BID (NIB).
 - b) Form of Bid Security: The Bid Security may be deposited in the form of cash or a banker's cheque or demand draft in favour of "Director, Department of Tourism" payable at "Jaipur". The Bid Security shall be valid for 120 days from the last date of submission of bids as mentioned in the NIB. The same shall be payable at par at "Jaipur".
 - c) Refund of Bid Security: The Bid Security of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder, the Bid Security, if feasible, may also be adjusted in arriving at the amount of the PSD.
 - d) Forfeiture of Bid Security: The Bid Security taken from the bidder shall be forfeited in the following cases:-
 - i. When the bidder withdraws or modifies his bid proposal after opening of bids.
 - ii. When the bidder does not execute the agreement after placement of order within the specified time.
 - iii. When the bidder fails to commence the supply of service as per purchase / work order within the time prescribed.
 - iv. When the bidder does not deposit the security money after the purchase/ work order is placed.

- v. To adjust any dues against the Bidder from any other contract with Department of Tourism.
- vi. If the Bidder breache any provision of Code of integrity prescribed for bidders specified in the Act & Chapter VI of RTPP Act & Rules.

11) Deadline for the submission of Bids

- a) Bids must be submitted by the bidders at the address and no later than the date and time indicated in the NIB.
- b) Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid conference and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by Director, Department of Tourism.
- c) The bidding authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the bidding authority and bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

12) Delayed/ Late Bids

The tendering authority shall not consider any bid that arrives after the deadline for submission of bids as indicated in the NIB. Any bid received by the tendering authority after the deadline for submission of bids shall be declared as late and returned unopened to the Bidder.

13) Format and Signing of Bid

- a) The bidder shall prepare the bid as described in the bidding document.
- b) The bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization from the authorised person, accompanied with a board resolution, in case of a company/power of attorney.
- c) Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.

14) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to DoT).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

15) Selection method

The financial bid(s) of the bidder(s) who found eligible in technical evaluation will be opened and shall be selected on the basis of Least Cost Based (LCB) method.

16) Guiding Principles for Evaluation of Bids

- a) The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- b) The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.
- c) A bidder shall be considered to be eligible if it meets the eligibility criteria as mentioned in the RFP

- d) A responsive bid would be the one that meets the requirements of the bidding document including the technical evaluation criteria, if any, without material deviation, reservation, or omission where: -
- i. "Deviation" is a departure from the requirements specified in the bidding document;
 - ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- e) A material deviation, reservation, or omission is one that,
- i. if accepted, would: -
 - a. affect in any substantial way the scope, quality, or performance of the Services specified in the bidding document; or
 - b. limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or
 - ii. if rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- f) Provided that a bid is substantially responsive, the tendering authority -
- may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
 - may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
 - shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.

17) Evaluation of Technical Bids

- a) Technical-qualification criteria (as per Annexure 1):-
- The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids.
- i. Only technically qualified bidders shall be invited for the financial bid opening.
- b) The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause "Conflict of Interest" or "Disqualification", and shall be informed, either in writing or by

uploading the details on the websites mentioned in the NIB, about the date, time and place of opening of their financial bids.

- c) The Bidder which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be not open and Bid Security amount refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder.

18) Evaluation of Financial Bids

- a) The financial bids of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present.
- b) The process of opening of financial bids shall be similar to that of technical bids.
- c) The names of the Bidders, the rates given by them and conditions put, if any, shall be read out.
- d) To evaluate a bid, the tendering authority shall consider the following: -
- i. the bid price as quoted in accordance with bidding document.
 - ii. price adjustment for correction of arithmetic errors in accordance with bidding document.
- e) The evaluation shall include all costs and exclude all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.
- f) The financial bid shall be evaluated using the Least Cost Based Selection (LCBS) method.

19) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be in writing.
- b) Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered.
- c) No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

22) Correction of Arithmetic Errors

Provided that the bid is substantially responsive, the competent Procurement Committee shall correct arithmetical errors on the following basis: -

- i. 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, unless in the opinion of the tendering authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

23) Negotiations

- a) As a general rule, negotiations after opening of financial bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as:
 - i. when ring prices have been quoted
 - ii. When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids
- b) Negotiations shall not make original offer of the bidder ineffective.
- c) Negotiations shall be conducted with the best value bidder only and by information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency, the tender sanctioning PC may reduce the notice period for negotiations provided the bidder receives the information regarding holding negotiations.
- d) In case the best value bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tender sanctioning PC may decide to make a written counter offer to the best value bidder. If the best value bidder does not accept the counter offer given by the PC, the PC may recommend rejecting the bid or may repeat the process to make the same counter offer to second best value bidder and so on to third, fourth best value bidder, etc. till a bidder accepts it.

24) Disqualification

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder: -

- i. Has not submitted the bid in accordance with the bidding document.
- ii. Has submitted bid without submitting the prescribed Tender Fee, RISL Processing Fee, Bid Security Fee or the Bidder's authorisation certificate/ Power of Attorney.
- iii. Has imposed conditions in his bid.
- iv. During validity of the bid or its extended period, if any, increases his quoted prices.
- v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- vi. Has failed to provide clarifications related thereto, when sought.

- vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the Bid Security.
- viii. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

25) Acceptance of the Tender/ Bid and Notification of Award

- a) Prior to the expiration of the period of bid validity, the tendering authority shall notify the successful bidder, in writing, that its bid has been accepted.
- b) The tendering authority shall award the Contract to the bidder whose proposal/ bid has been determined to be the best value bid.
- c) Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- d) As soon as a bid is accepted by the tendering authority, its written intimation would be sent to the concerned bidder. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LOI) may be sent in the meanwhile. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value and deposit the amount of prescribed performance security deposit within 15 days from the date of issue of acceptance.
- e) The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder.
- f) The Bid Security of the bidders whose bids could not be accepted shall be refunded soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

26) Confidentiality

- a) Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- b) Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- c) From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

27) Tendering authority's Right to Accept/ Reject any or all of the Bids

The tendering authority reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

28) Renewal of Rate Contract

- a) The rate contract may be renewed at mutual consent of the tendering authority and the bidder, at the same quoted rates and with the same terms and conditions, as per RTPPA Act & Rules.

29) Signing of Contract

- a) Promptly after notification of award, the tendering authority shall send to the successful bidder the Contract Agreement including "Special Conditions of Contract".
- b) Within fifteen (15) days of receipt of the Letter of Intent/ Work Order from the tendering authority, the successful bidder shall sign, date, and return the Contract Agreement to the tendering authority.

30) Performance Security Deposit (PSD)

- a) Within fifteen (15) days of the receipt of notification of award from the tendering authority, the successful Bidder shall furnish the Performance Security Deposit (PSD) @ 5% of the total agreed/ ordered project value.
- b) Failure of the successful bidder to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the Bid Security. In that event the tendering authority may award the Contract to the next best value bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

31) Reservation of Rights

To take care of unexpected circumstances, Department of Tourism shall reserve the rights for the following: -

- a) Extend the closing date for submission of the bid proposals.
- b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.
- c) Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.

- d) To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles/ services for which bid has been invited or distribute items of stores/ services to more than one bidder.
- e) Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- f) Seek the advice of external consultants to assist Department of Tourism in the evaluation or review of proposals.
- g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- h) Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

32) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by bidding authority to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work like fabrication work, the process of completion of work may be watched and the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the tendering authority through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority.

CHAPTER 6: GENERAL & SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Contract/Project Period" shall be period leading to Go-Live and 12 months there after from the date of Go-Live. It may be extended, on mutual consent, at the quoted rates as per RTPP Act & Rules.
- e) "Day" means a calendar day.
- f) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- g) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- h) "Purchaser" means the entity purchasing the services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.

A) General Conditions of the Bid

1) Income Tax and VAT Registration and VAT Clearance Certificate

Dealer who does not hold a valid Permanent Account Number (PAN) from Income Tax department, GoI shall not bid. The Service Tax/ VAT Registration Number should be quoted and wherever applicable a VAT clearance certificate from the Commercial Taxes Officer of the Circle concerned valid shall be submitted. The bidder having valid VAT registration in the state of Rajasthan and he should mention the same VAT registration number in the bid document.

2) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English or Hindi language only. Supporting documents and printed literature that are part of the Contract may

be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5) Notices

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

6) Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

7) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, Services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of Services shall include all such activities not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the services as if such activities were expressly mentioned in the Contract.

8) Supplier’s/ Selected Bidder’s Responsibilities

The Supplier/ Selected Bidder shall provide all the services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

9) Purchaser’s Responsibilities

- a) Whenever the supply of services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

10) Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

- b) Prices charged by the Supplier/ Selected Bidder for providing services under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

11) Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with Department of Tourism.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

12) Taxes & Duties

- a) The income tax, service tax, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract.
- b) The entry tax, if applicable shall be deducted at source and deposited in the government treasury in proper revenue receipt head of account.
- c) Revision in Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

13) Performance Security Deposit (PSD)

- a) In case of successful/ selected bidder, the Bid Security may be adjusted in arriving at the amount of the PSD.
- b) The successful/ selected bidder shall, within fifteen (15) days of the notification of Contract award, provide a PSD @ 5% of the total agreed/ ordered project value for the due performance of the Contract in the amounts and currencies specified in the work order.
- c) The proceeds of the PSD shall be payable to the Purchaser as compensation for any loss resulting from the successful/ selected bidder failure to complete its obligations under the Contract.

- d) Form of PSD: PSD in the form of cash will not be accepted. It may be deposited in the form of Bank Draft or Banker's Cheque in favour of "Director, Department of Tourism" payable at "Jaipur".
- e) Refund of PSD: The PSD shall be refunded after one month of expiry of the term of the contract.
- f) Forfeiture of PSD: PSD shall be forfeited in the following cases: -
 - i. When any terms and condition of the contract is breached.
 - ii. When the Supplier/ Selected Bidder fail to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
 - iii. To adjust any dues against the Bidder from any other contract with Department of Tourism.
- g) No interest shall be paid by Department of Tourism on the amount of Bid Security and PSD.
- h) Proper notice shall be given to the Supplier/ Selected Bidder with reasonable time before Bid Security/ PSD is forfeited.
- i) Forfeiture of Bid Security / PSD shall be without prejudice to any other right of Department of Tourism to claim any damages as admissible under the law as well as to take such action against the Supplier/ Selected Bidder such as severing future business relation or black listing, etc.

14) Copyright

The copyright in all deliverables, project documents and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Supplier / Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier / Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

15) Sub-contracting

- a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

16) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, guidelines laid down in the clause “**Applicable Standards and Guidelines**” of the RFP document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Deliverables / Reports
 - i. The Supplier/ Selected Bidder shall ensure that the services comply with the technical specifications and other provisions of the Contract
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser
 - iii. The services supplied under this Contract shall conform to the standards and guidelines as mentioned in bidding document
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

17) Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to deliver any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage of the contract value specified in clause no. 17.(d) below until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange services within the specified period.
- c) Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the supplier/ selected bidder.

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- i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period or is unable to maintain prorated progress in the supply of service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of service and the periods of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of service in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if Department of Tourism was required to supply them to the supplier of service provider as per terms of the contract.
 - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the Department of Tourism as per terms of the contract.
 - iv. It shall be at the discretion of the concerned authority to accept or not to accept the supply of services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
 - v. If the Department of Tourism is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the service delivery and/ or completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the supplier/ selected bidder has failed to supply or complete:

No.	Condition	LD %
a.	Delay up to one fourth period of the prescribed period	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period	7.5 %

d.	Delay exceeding three fourth of the prescribed period	10.0 %
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- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10%.

18) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

19) Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

20) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify Department of Tourism in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by Department of Tourism, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the Department of Tourism, the Department of Tourism may take the case with the supplier/ selected bidder on similar lines.

21) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. Project deliverables, documents, specifications or standards
 - ii. Services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

22) Termination

- **Termination for Default**
 - i. The tender sanctioning authority of Department of Tourism may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 15 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Department of Tourism; or

- b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
 - ii. If Department of Tourism terminates the contract in whole or in part, amount of PSD may be forfeited.
 - iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- **Termination for Insolvency**

Department of Tourism may at any time terminate the Contract by giving a written notice of at least 15 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department of Tourism.
 - **Termination for Convenience**
 - i. Department of Tourism, by a written notice of at least 15 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
 - ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
 - iii. The services/ deliverables that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - 1. To have any portion completed and delivered at the Contract terms and prices; and/or
 - 2. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

23) Settlement of Disputes

- a) General: If any dispute arises between the supplier/ selected bidder and Department of Tourism during the execution of a contract, it should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

B) Payment Terms and Schedule

Payment schedule:

Payments shall be made at calendar quarterly periods, such that a quarter shall consist of three calendar months, which shall in turn co-relate with a month in the financial bid. Start of 1st quarter shall be deemed as the date of Go-Live of the project. For payment of items with fractional month period, payment shall be pro-rated at the resolution of nearest full-day, assuming a month has 30 days.

Payment amount:

The billable amount shall be as per the rates quoted and quantities of services delivered as per the contract. The payable amount shall be based on billable amount after accounting for any LD, penalties due to Service Level Requirements and any other the terms and conditions of the contract.

Payment pre-requisites:

In conjunction with clause (d) below, the bidder must submit a brief report along with requisite proofs (as per the scope of work), for each quarterly payment period, outlining the work carried out as per the scope of work and self-declaration on its letterhead detailing achievement/non-achievement of the stated Service Level Requirements.

The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

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The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

All remittance charges will be borne by the supplier/ selected bidder.

In case of disputed services / deliverables, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

Advance Payments will not be made.

Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

Taxes (work contract tax, service tax, income tax, any other applicable tax etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

C) Special Conditions of the Bid

24) Service Level Requirements

- a) Service Level Requirements (SLRs) as defined in the table below shall apply.
- b) Each SLR shall be generally evaluated over a quarterly time period (3 months), unless explicitly stated otherwise in the table below.
- c) SLR penalty (deduction in payable amount) specific to non-compliance of a given SLR is defined as a percentage of the total contract value attributable over a quarterly time period.
- d) SLR penalty stated is additive such that the total penalty for all non-complied SLRs shall be sum of their corresponding percentages.
- e) The Purchaser may terminate the contract for non-compliance of the SLRs if:
 - a. The maximum penalty ceiling (50%) is touched in a quarter; or
- f) The Purchaser may independently verify metrics pertaining to the evaluation of a given SLR with the underlying platform (for example, verify google analytics etc).

Srl.	Activities	Service Level Requirements (SLRs)	Penalty in % for failure to achieve stated SLRs
1	Re-Development	<ul style="list-style-type: none"> • Re-development of website (within a period of first quarter) on the state web platform, based on Adobe Experience Manager 6.1 Enterprise Web Content Management Platform and Compliance of the website on GIGW, W3C HTML5, WCAG and UAAG Guidelines 	30%
2	CSP (Content Service Provider)	<ul style="list-style-type: none"> • Creation of Contents for New Destination / Attractions / Events (Min. FIVE Per Month) • Per month photo bank addition of 30 unique pictures and 2 videos of maximum 2 minutes in HD format • Creation of 2 blogs / articles each month for the destination/ events / Fairs & Festivals etc. 	30% (pro-rata basis)

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Srl.	Activities	Service Level Requirements (SLRs)	Penalty in % for failure to achieve stated SLRs
		<ul style="list-style-type: none"> Minimum Fortnightly and as per requirement update the Image,/Banner/Cover Photo (Minimum Four in Each Month) of Front-page Updation and maintenance of existing webpages/ content sections/ photo & video gallery / database (Hotels, Festivals etc) on regular basis as relevant 	
3	Micro-sites	Micro sites Creation (1-2 sites per quarter i.e. total 4-8 in a project period of one year), its Security Audit / Safe to Host Certification and Integration with web portal	8% (pro-rata basis)
4	Content Management System (CMS)	Provides an easy to use Administration Interface, Content Management System (CMS) and other user friendly tools required to update the contents for the Rajasthan Tourism Web Portal	10%
5	SEO (Search Engine Optimization)	25 keyword should be in top 5 Ranks of google search in every quarter Directory submission (50 per month) Google Analytics, webmaster setup etc as per defined scope of work	10% (pro-rata basis)
6	Resource / Personnel	Provide ONE Resource / Personnel should have technical expertise to execute the task mentioned in scope of work as defined and Maintenance & Replies of the Message Board Services	8% (pro-rata basis)
7	Campaign / Contest	At least One Large Campaign / Contest in each quarter as per consent of department	4% (pro-rata basis)

25) Intellectual Property, Data Protection and Data Retention

The following additional Terms and Conditions pertaining to Intellectual Property shall apply:

- a) All assets developed by the successful bidder for the entire project or any derivative work from an asset owned by the department shall be perpetual, irrevocable and exclusive property of the department, unless stated explicitly otherwise in this RFP or in any further communication by the department.
- b) The above however excludes any pre-existing Intellectual Property used in the project that is owned by the successful bidder, which shall be non-exclusively jointly owned by the department and the successful bidder. Secondly, it also excludes any third-party Intellectual Property used in the project that is not owned by the successful bidder in any way. Thirdly, it also excludes Intellectual Property in the public domain used in the project.
- c) The successful bidder is permitted to reuse Intellectual Property fully owned by it, third party Intellectual Property (subject to their approval) or Intellectual Property in the public domain that is legal and does not violate Intellectual Property Rights in this work. The verification of

continued legality of the Intellectual Property will be solely successful bidder's responsibility. The department shall not be liable for any Intellectual Property Rights violation and the full liability for the same shall be towards the successful bidder.

- d) The successful bidder under no circumstances shall promote its brand name or any other non-Government brand name on a property of the department, unless such promotion is done by the underlying platform outside successful bidder's control.
- e) The successful bidder shall not monetize, in any form, from a property of the department or from any activity based on scope of the work, in addition to the contracted financials with the department.
- f) Any entities (third-party or otherwise) (hotels, restaurants, taxi services etc.) that are mentioned, referenced or included in an asset are subject to approval from the department, unless mentioned, referenced or included in an asset by the underlying platform outside successful bidder's control.
- g) The successful bidder shall clearly mark a property of the department, resulting from scope of the work, to reflect its ownership, for example, mark it as "Official (asset) for Rajasthan Tourism" where (asset) is replaced with appropriate text; and/or by the department Logo; and/or by use of watermarking techniques in photograph and video content.
- h) The successful bidder shall appropriately acknowledge, link, reference, or mention etc. the "Terms of Use" etc. for the underlying platform, in cases where a departmental property is based on the stated underlying platform.
- i) The successful bidder shall ensure that the "Terms of Use" etc. for the underlying platform are suitable for the project throughout the entire project period.
- j) Furthermore, the successful bidder shall inform the department in writing any terms or changes in the "Terms of Use" etc. that restrict or impact the scope of work defined in this RFP, any other aspect of the project or the Purchaser, directly or indirectly, in any way or form.
- k) Additionally, the successful bidder shall monitor the domain area under its scope of work and report any unauthorized use of departmental property to the department.
- l) The correctness and completeness of content (text, audio, video, clipart etc.) used in the project, including any third-party, tools-based or otherwise translations, shall be liability of the successful bidder.
- m) The successful bidder shall adhere to all applicable law, acts, amendments, guidelines, policies, gazettes, circulars, notifications, rules etc. imposed by the Government from time to time. The successful bidder shall ensure Data Protection such that:
 - 1. No personally identifiable information about a person (password, financial information, physical, physiological, mental health condition, sexual orientation, medical records and history, biometric information, etc.), with or without the consent of the said person, is

- made available, directly or indirectly, through or by means of a property of the department. It however excludes the required Nodal Officer details (name and contact information only) etc.
2. No confidential information about the department, its allied units, its employees, partners, clients, suppliers, service providers, or any other organization is made available, directly or indirectly, through or by means of a property of the department.
 3. No information that is inappropriate – factually, grammatically or politically incorrect; inaccurate or incomplete; misrepresentation; unauthorized; spamming, based on spamdexing techniques, advertising, unsubstantiated claims or unauthorized branding; false, misleading, fraudulent or deceptive; threatening, harassing, insulting to a user; offensive, profane, vulgar, obscene; defamatory; political, sexual, religious hatred; illegal activities or terrorism related; gambling, scams related; uncertified pharmaceutical products; spying related; related to non-accredited educational organizations; related to legal cases or proceedings or any matter related to court of law; content that advocates against any person or organization etc. – is made available, directly or indirectly, through or by means of a property of the department.
 4. The Content etc should be based on credible source authentic books of history and travel, The agency should be in a position to give details of this credible source, if any dispute arises with regards to any tweets, posts or any material uploaded by it. All responsibility with regard to content posted by the agency shall lie solely with agency. This also includes legal and penal responsibility. This Does not apply to the content given by the department.
- n) The successful bidder shall expeditiously remove or disable access to any information that violates the terms and conditions stated above, within 15 minutes or as stated by the department, after receiving actual knowledge or on being notified by the appropriate Government or its agency, without vitiating the evidence in any manner.
- o) The successful bidder shall comply with the Data Retention policies implied by the above stated Acts, Rules etc. In particular, the successful bidder shall provide a complete dump/export of the content, for a property of the department where it is applicable, excluding the underlying technology or platform, at a periodicity defined by the department or at-least once per calendar quarter, in softcopy on a suitable write-once non-tamperable medium such as a CD or DVD, clearly marked with relevant meta information and in two copies to the department. Any third-party charges incurred to obtain the stated data export, charges towards the delivery medium, delivery etc. shall be fully borne by the successful bidder. Data previously submitted in an earlier deliverable need not be submitted again in subsequent deliverable, unless explicitly stated otherwise by the department. The data export shall be collected in the following manner, in order of strict preference: (i) using the underlying

platform (directly or indirectly via an API, feature, add-on etc.), or (ii) using a third-party tool or service, or (iii) any means that programmatically enables such data export, or (iv) by brute-force collection of screenshots saved as PDF or PNG files, such that the collection of screenshots is sufficient enough to capture all of the content generated in course of interaction with the users of the system.

26) Exit Management

a) Preamble

1. The word 'parties' include the tendering authority and the bidder.
2. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
3. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
4. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

1. The bidder may continue work on the assets (provided to the technical resources working on-site) for the duration of the exit management period which may be a 15 days period from the date of expiry or termination of the agreement, if required by the Department of Tourism to do so. During this period the bidder will transfer all the assets in good working condition and as per the specifications of the bid document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by bidder will only be returned after the successful transfer of the entire project.
2. The Department of Tourism during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the bidder at any time during the exit management period requiring the bidder to provide Department of Tourism its nominated agencies with a complete and up-to-date list of the assets / documents / specifications within 15 days of such notice.
3. Upon service of a notice, as mentioned above, the following provisions shall apply:
 - (a) In the event, if the assets which to be transferred to the Department of Tourism mortgaged to any financial institutions by the bidder, the bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Department of Tourism or its nominated agencies.

- (b) All title of the assets to be transferred to the Department of Tourism or or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the bidder.
 - (c) That on the expiry of this clause, the bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, supplied by bidder to the Department of Tourism.
 - (d) That the products and technology delivered to the Department of Tourism during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by bidder to other locations apart from the locations mentioned in the this bid document without prior written notice and approval of the Department of Tourism. Supplied hardware, software & documents etc., used by the bidder for the Department of Tourism shall be the legal properties of the Department of Tourism.
- c) Cooperation and Provision of Information
- 1. During the exit management period
 - (a) The bidder will allow the Department of Tourism or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable the Department of Tourism or its nominated agencies to assess the existing services being delivered.
 - (b) The bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the bidder. The Department of Tourism or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The bidder shall permit the Department of Tourism or its nominated agencies and/ or any Replacement Operator to have reasonable access to its employees and facilities as reasonably required by the Department of Tourism or its nominated agencies to understand the methods of delivery of the services employed by the bidder and to assist appropriate knowledge transfer.
- d) Confidential Information, Security and Data
- 1. The bidder will promptly on the commencement of the exit management period supply to the Department of Tourism or its nominated agencies the following:
 - (a) Documentation relating to Intellectual Property Rights;
 - (b) Project related data and confidential information;

- (c) All current and updated data as is reasonably required for purposes of the Department of Tourism or its nominated agencies transitioning the services to its replacement bidder in a readily available format nominated by the Department of Tourism or its nominated agencies; and
 - (d) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Department of Tourism or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to the Department of Tourism or its nominated agencies, or its replacement operator (as the case may be).
 - (e) Before the expiry of the exit management period, the bidder shall deliver to the Department of Tourism or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
- 1. On request by Tendering Authority or its nominated agencies, the bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Tendering authority or its nominated agencies may require in favour of tendering authority or its nominated agencies, or its Replacement Operator in relation to any equipment lease, maintenance or service provision agreement between bidder and third party leasers, operators, or Operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by the Department of Tourism or its nominated agencies, or its replacement Operator.
 - 2. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the bidder's premises, the bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to the Department of Tourism or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the bidder
- 1. The bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to the Department of Tourism or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
 - 2. The bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g) Exit Management Plan

1. The bidder shall provide the Department of Tourism or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
2. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
3. Plans for the communication with such of the bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Department of Tourism operations as a result of undertaking the transfer; and
4. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to the Department of Tourism or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
5. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
6. Each Exit Management Plan shall be presented by the bidder to and approved by the Department of Tourism or its nominated agencies.
7. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
8. During the exit management period, the bidder shall use its best efforts to deliver the services.
9. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
10. It would be the responsibility of the bidder to support new operator during the transition period.

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

ANNEXURE 1: SELF TECHNICAL-QUALIFICATION EVALUATION

(On Bidder's letterhead)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan

In response to the Tender/ NIB Ref. _____ dated _____ for **Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year**, as the Authorized Signatory of _____, I/we hereby declare that enclosed Technical-qualification evaluation checklist, at the time of bid submission date, is true and complete to the best of my/our knowledge. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and my/our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder/Organization: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Enclosed: Pre-qualification evaluation checklist

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

ANNEXURE 1: SELF TECHNICAL-QUALIFICATION EVALUATION

Enclosure: Self Technical -qualification evaluation checklist

Entire technical bid has been numbered, starting from page 1, increasingly for each page in the technical bid.

With reference to Chapter titled “Eligibility Criteria” for details, all criteria mentioned below have been met by bidder.

S. No.	Category	Criteria	Supporting Information (to be filled by the bidder, where marked)	Proof at page number(s) (to be filled by the bidder)
1	Pre-requisites	BID Fee	Amount: Date: Reference:	
2		Earnest Money Deposit	Amount: Date: Reference:	
3		RISL Processing Fee	Amount: Date: Reference:	
4		Compliance to the RFP	Sealed and signed RFP, All pages excluding annexures, Final version not modified or re-formatted in any way or form	
5		Compliance to the replies to pre-bid meeting queries	Sealed and signed replies to the pre-bid meeting queries (only applicable for bidders mentioned in the stated replies)	
6		Bid form	On bidder's letter head duly signed by authorized signatory	
7		Bidder's Authorization Certificate	As per Annexure titled same	
8		Fairness of documents	As per Annexure titled same	
9		Certificate of Conformity and Non-Deviation	As per Annexure titled same	
10		No blacklisting	As per Annexure titled same	
11		Local presence	As per Annexure titled same	
12	Technical-qualification	Legal Entity	Self attested copies of Valid Registration Certificates OR Self attested copies of Certificates of Incorporation or Agreement	

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13		Turnover from IT/ITeS	CA Certificate with CA's Registration Number, Signature and Seal, as per Annexure titled same	
14		Net Worth	CA Certificate with CA's Registration Number, Signature and Seal, as per Annexure titled same	
15		Tax registration and clearance	VAT/Sales Tax registration, if applicable (if not applicable, the bidder should submit a self-certified letter for the same and reasons thereof)	
16			VAT/Sales Tax clearance certificate, if applicable (if not applicable, the bidder should submit a self-certified letter for the same and reasons thereof); OR Proof of VAT/Sales Tax payment such that it has been paid no earlier than 1 st April 2016	
17			Service Tax registration, if applicable (if not applicable, the bidder should submit a self-certified letter for the same and reasons thereof)	
18			Income Tax / PAN registration number	
19		Technical capability	URL, Screenshot, Screenshot with account settings, work orders as required in eligibility	

IMPORTANT NOTE : ALL RELEVANT DOCUMENTS IN SUPPORT OF FULFILLING ELIGIBILITY CRITERIA SHOULD BE SUBMITTED BY BIDDER.

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ANNEXURE 2: PRE-BID QUERIES FORMAT

(On Bidder's letterhead)

Name of the Company/Bidder: _____

Name of Person(s) Representing the Company/ Bidder:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Bidder Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Clarification	Suggestion/

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ANNEXURE 3: BID FORM

(On Bidder's letterhead)

1) Addressed to:

Name of the Tendering Authority	Director
Address	Deaprtment of Tourism Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan
Telephone	5155100 and 5155112(POIC)
Tele Fax	0141-5155100

2) Bidder Details:

Name of Bidder				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Bidder				
Year of Establishment				
Type of Bidder	Public	Private	Partnership	Proprietary
Put Tick(√) mark	Limited	Limited		
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation/Affiliation, if Any				

- 3) The requisite BID Processing fee amounting to Rs. ____/- (Rupees <in words>) has been deposited vide receipt no. ____ dated _____.
- 4) The requisite BID fee amounting to Rs. ____/- (Rupees <in words>) has been deposited vide receipt no. ____ dated _____.
- 5) The requisite Bid Security amounting to Rs. ____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- 6) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached

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sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the Bidder).

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE 4: BIDDER'S AUTHORIZATION CERTIFICATE

(On Bidder's letterhead)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ Bidder in dealing with Tender/ NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the person authorizing person below: -

Signature of the person authorizing person below: -

Seal of the Organization: -

Date: _____

Place: _____

Name of the person authorized:

Verified signature of the person authorized:

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

ANNEXURE 5: SELF-DECLARATION - NO BLACKLISTING

(On Bidder's letterhead)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan

In response to the Tender/ NIB Ref. No.F_____for **Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year** for Department of Tourism, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ Bidder _____, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE 6: CERTIFICATE OF CONFORMITY AND NO-DEVIATION

(On Bidder's letterhead)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan

This is to certify that, the specifications of Software & Services which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

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ANNEXURE 7: FAIRNESS OF DOCUMENTS

(On Bidder's letterhead)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan

In response to the Tender/ NIB Ref. No. _____ for **Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year**, as an owner/ partner/ Director of _____, I/ We hereby declare that any documents or information submitted under this bid is without any doubt, true and fair, to the best of my/our knowledge.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

ANNEXURE 8: UNDERTAKING FOR LOCAL PRESENCE

(On Bidder's letterhead)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan

In response to the Tender/ NIB Ref. No. F_____ for **Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year**, as an owner/ partner/ Director of _____, I/ We hereby declare that as the activities in the scope of work may be carried out offsite (outside Jaipur), I/ We shall provide requisite number of dedicated qualified resources that are able to diagnose and fix problems in a deliverable and provide support, at the request of department as and when required, throughout the entire project period.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

ANNEXURE 9: C.A. CERTIFICATE TO SUBSTANTIATE WORK EXPERIENCE

(On C.A.'s letterhead)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan

In response to the Tender/ NIB Ref. No. F_____ for **Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year** for Department of Tourism, as an Authorized Signatory of _____ (Name of C.A./C.A. firm), I/ We hereby confirm that my/our client _____ (Name of Bidder) secured a work order from _____ (Name of Bidder's client) vide order number _____ dated _____ with an order value of Rs _____ (in words Rupees _____). I/We hereby confirm that the following payment(s) has/have been received by my/our client for this work order between the time period of to and bid submission date mentioned in the above cited RFP:

S. No.	Date of payment receipt	Amount of payment received
1		
2		
3		
4		
5		

(Please attach a separate sheet of paper for details of payment(s) beyond above table, if any).

Whether a separate sheet has been attached (Yes/No)?

If Yes, number of separate sheet(s) attached are:

I/We hereby confirm that (in figure) _____ (in words _____) (Number of payments) payment(s) has/have been received by my/our client for this work order between the time period of to and bid submission date mentioned in the above cited RFP totalling Rs _____ (in words Rupees _____).

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The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A./C.A. Firm: -

Registration Number:-

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

ANNEXURE 10: C.A. CERTIFICATE TOWARDS TURNOVER FROM IT/ITES

(On C.A.'s letterhead)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan

In response to the Tender/ NIB Ref. No. _____ for **Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year** for Department of Tourism, as an Authorized Signatory of _____ (Name of C.A./C.A. firm), I/ We hereby confirm that my/our client _____ (Name of Bidder) has an average annual turnover from IT/ ITeS in last three financial year, i.e., to that equals or exceeds **Rs.**

I/We hereby confirm that the annual turnover from IT/ITeS in last financial year is (in figure) _____ (in words _____)

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A./C.A. Firm: -

Registration Number:-

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

ANNEXURE 11: C.A. CERTIFICATE TOWARDS POSITIVE NET WORTH

(On C.A.'s letterhead)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan

In response to the Tender/ NIB Ref. No. F_____ for **Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year** for Department of Tourism, as an Authorized Signatory of _____ (Name of C.A./C.A. firm), I/ We hereby confirm that my/our client _____ (Name of Bidder) has positive net worth of Rs _____ (in figures) and Rupees _____ (in words) in the last financial year, i.e. from **1st April 2015 to 31st March 2016**.

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A./C.A. Firm: -

Registration Number:-

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

ANNEXURE 12: CLIENT CERTIFICATE TO SUBSTANTIATE WORK EXPERIENCE

(On letterhead of the bidder's client)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan

In response to the Tender/ NIB Ref. No. _____ for **Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year** for Department of Tourism, as an Authorized Signatory of _____ (Name of Bidder's client), I/ We hereby confirm that _____ (Name of Bidder) secured a work order from us vide order number _____ dated _____ with an order value of Rs _____ (in words Rupees _____). I/We hereby confirm their work has been satisfactory.

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the Bidder's client: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE 13: FINANCIAL BID SUBMISSION LETTER & FORM

(On Bidder's letterhead)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus, MI Road, Jaipur, Rajasthan

Ref. No. F. 15()IT/Website Maintenance/DT/2017/.....

Dated:

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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

I/ We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

I/ We understand that this bid is a running rate contract, subject to the “Right to Vary Quantities” and “Renewal of Rate Contract” clauses in the bidding document and that all items in the financial bid must be quoted.

I/ We understand the Purchaser may award for Website Maintenance and Search Engine Optimization work for organizations other than the DoT, (at the quoted rates for any or all items in the financial bid), solely at its discretion, that shall be binding on me/us for the contract period as per the terms and conditions of the bid and contract.

Thanking you,

Name of the Bidder’s client: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

<u>Financial Bid Form</u>			
Tender Inviting Authority: Director, Department of Tourism, Government of Rajasthan,			
Name of Work: Selection of Agency For Website Maintenance and Search Engine Optimization For Rajasthan Tourism			
Contract No:			
Bidder Name :			
<u>PRICE SCHEDULE</u>			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
Srl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder (EXCLUDING TAXES)	TOTAL AMOUNT In Words
1	2	3	4
1	Rates of Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. For a Period of One Year		INR Only

IMPORTANT NOTE : THE PRICE (BASIC RATE) QUOTED SHALL BE INCLUDED ALL COSTS/EXPENSES AND EXCLUDED ALL TAXES AND DUTIES APPLICABLE TO THE BIDDER AS PER LAW OF THE CENTRAL/ STATE GOVERNMENT/ LOCAL AUTHORITIES.

Thanking you,

Name of the Bidder's client: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

- 1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;**
- 2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;**
- 3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;**
- 4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;**
- 5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;**

Date:

Place:

Signature of bidder Name:

Designation:

Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **A.C.S. (Tourism)**

The designation and address of the Second Appellate Authority is **Finance Department**

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be tiled only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) **Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.**

RFP for Website Maintenance / Updation, Micro Sites Creation, Online Campaign, Search Engine Optimization etc. for a Period of One Year

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - (i) hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. 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, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

- (i) As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

[See rule 83]

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act,
2012**

Appeal Noof

Before the (First/Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 1. Official address, if any:
 2. Residential address:

2. Name and address of the respondent(s):
 - (i)

 - (ii)

 - (iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

.....
.....(Supported by an affidavit)

7. Prayer:

Place

Date

Appellant's Signature :