



U.P. nahi dekha, toh India nahi dekha.

REQUEST FOR PROPOSAL (RFP)

For

**Selection of Software Development Agency
For Designing, Development, Hosting, Implementation and Maintenance of
Eco-Tourism Portal, Mobile App and Social Media Management**

For

The Department of Tourism, Government of Uttar Pradesh

4th Floor, Paryatan Bhawan, C-13, Vipin Khand, Gomti Nagar,
Lucknow-226010(U.P.)

Tel:0522-2308993

E-mail:ecotourism.upt@gmail.com website :www.uptourism.gov.in

Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), in the documentary form by or on behalf of the Authority or any of its employees, or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially in RFP, Draft Development Agreement and Schedules, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Instruction for E-tendering

The bidding process for this tender will be completed online through GEM portal. The tender document can be downloaded free of cost from the GEM portal.

The bidder has to register in the GEM portal and subsequently he/she will be allowed to carry out his/her e-bid submission activities.

The bidders must upload all the required documents (which would form the technical proposal) electronically in the pdf format, except for the financial proposal submission form which will be electronically uploaded only on the GEM portal. It is suggested that the pdf files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the GEM portal. The required electronic documents for each document label of technical (project details, annexures, etc.) schedules/packets can be clubbed together to make single label file. The size of single label file should not exceed 40 mb size along with uploading the e-bids online, the demand draft for the tender fee and the EMD has to be submitted in original (hard copy) in a separate envelop on or before the day of technical bid opening at the address given below. The Demand Drafts should be drawn in favour of Director General Tourism, Government of Uttar Pradesh, and payable at Lucknow.

The presentation has to be submitted as a part of the technical proposal. however, to support easy submission and to reduce the size of the e-bid file to be uploaded, the presentation can also be submitted as hard copy in a separate envelop on or before the day of technical bid opening. The technical e-bids will be opened at the below address, and the presentation can also be submitted to the following address:

Paryatan Bhawan 4th floor, C-13, Vipin Khand, Gomti Nagar, Lucknow – 226010, Uttar Pradesh

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1. Critical Information

| S.no. | Description | Date/Details |
|-------|--|--|
| 1. | Name of the RFP | Request-for-Proposal(RFP) for “Selection of Software Development Agency for Designing, Development, Hosting, Implementation and Maintenance of Eco-Tourism Portal, Mobile App and Social Media Management” |
| 2. | RFP Ref No | As per GEM |
| 3. | Issue of tender document on the GEM Portal | 12/01/2024 |
| 4. | Tender fee | INR 15,000 + 18% GST (INR 17,700/-) payable in the form of demand draft, in favor of Director General Tourism, Government of Uttar Pradesh, payable at Lucknow |
| 5. | Earnest money deposit (EMD) | INR 5,00,000/- payable in the form of demand draft, in favor of director general tourism, government of Uttar Pradesh, payable at Lucknow |
| 6. | Last date to Receive of pre-bid queries | 17/01/ 2024 on or Before 04:00 PM on ecotourism.upt@gmail.com |
| 7. | Pre-bid meeting | 18/01/2024 on 11:00 AM |
| 8. | Mode of Pre-bid meeting | Physical Address: Conference Hall, 4th Floor, Paryatan Bhawan, Gomti Nagar, Lucknow–226010 Virtual Meeting Link: Thursday, January 18 · 11:00am – 12:00pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/yzt-yxeh-ekj |
| 9. | Corrigendum (If any) | 23/01/2024 |
| 10. | Bid submission start date | 12/01/2024 |
| 11. | Bid submission closing date | 02/02/2024 03:00 PM |
| 12. | Opening of technical e-bid | 02/02/2024 03:30 PM |
| 13. | Technical presentation (ppt) | To be confirmed, later |
| 14. | Financial e-bid opening | To be confirmed, later |
| 15. | Mode of Selection | QCBS 80:20 |
| 16. | Venue of opening e-bid | Conference Hall, 4th Floor, Paryatan Bhawan, Gomti Nagar, Lucknow–226010 |

2. Letter of Invitation

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for **“Selection of Software Development Agency for Designing, Development, Hosting, Implementation and Maintenance of Eco-Tourism Portal, Mobile App and Social Media Management”**
2. Bidders are advised to study the e-Bid document carefully.
3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
4. The Department of Tourism, Government of Uttar Pradesh (DoT, GoUP) may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of DoT, GoUP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. The e-Bid document is available on GEM portal. Interested Bidders may view, download the e-Bid document, seek clarification and submit their e-Bids online only on GEM portal up to the date and time mentioned in the table above (Notice Inviting Table)
6. The Department of Tourism, Government of Uttar Pradesh reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
7. The Bidders must upload all the required documents electronically in the searchable PDF format except for the Financial Proposal Submission Form which will be electronically uploaded on the prescribed format only on GEM portal. It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the GEM portal. There are electronic documents required for each document label of Technical (Fee details, Annexure etc.) schedules/packets can be clubbed together to make single different files for each label.

3. Instructions to Bidders

3.1. Definitions

In this Contract, the following terms shall be interpreted:

1. “Purchaser” or “Department” means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is “DoT, GoUP” which means the Department of Tourism, Government of Uttar Pradesh.
2. “e-Bid” means the technical proposal and the financial proposal.
3. “Instructions to Bidders” means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Agency/Firm/Bidder for the work mentioned in this tender document.
4. “Terms of reference (ToR) and “Scope of work” (SoW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
5. SDA means Software Development Agency
6. “The Contract” means the agreement entered into between the Department of Tourism, Government of Uttar Pradesh and the Agency, as recorded in the Contract Form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference there in;
7. “The Contract rates” mean the charges for the various assignment payable to the Agency under the Contract for the full and proper performance of its contractual obligations;
8. “Services” means Services and other obligations of the Agency covered under the Contract;
9. “Day” means a calendar day.
10. E Tender portal means: GEM portal
11. “End Customer/Client Department” means Director General, Tourism, Government of Uttar Pradesh
12. Webinar means any seminar which is conducted electronically with the help of “World Wide Web”

3.2. The Bidding Document

1. Availability of e-Tender Document

This e-Tender document is available on the GEM portal to enable the Bidders to view and download the Bidding document, submit their e-Bids online up to the last date and time mentioned in e-Tender document only on GEM portal.

The Bidders are expected to examine all the instructions, forms terms and conditions, requirements and qualifications in the e-Tender documents. Failure to furnish all the information required as per the Bidding documents or submission of an e-Bid not responsive to the e-Tender document in every respect will be at the Bidder’s risk and may result in the rejection of this e-Bid.

2. Pre-Bid Queries/Clarifications of e-Tender Documents

A prospective Bidder requiring any Pre-bid queries/clarifications of the e-Tender

document, may raise his queries/points of clarification to ecotourism.upt@gmail.com upto the date and time given in the RFP(Tender) document.

Format to share pre-bid query:

| SN | RFP Document Reference(s) {Section & Page Number(s)} | Content of RFP requiring Clarification(s) | Points of clarification |
|----|---|--|----------------------------|
| | | | |

3. Amendment of e-Tender Document

At any time prior to the deadline for submission of e-Bids, the Department of Tourism, Government of Uttar Pradesh may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Tender document by amendments. Such amendments shall be posted/ uploaded on the GEM portal through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the-Tender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the GEM portal from time to time for any amendment in the e-Bid document. In case of failure to get the amendments, if any, the Department of Tourism, Government of Uttar Pradesh shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Department of Tourism, Government of Uttar Pradesh at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/up-loaded on the GEM portal.

4. Right to Terminate the Process

- I. DOT may terminate the RFP process at any time and without assigning any reason thereof. DOT makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- II. This RFP does not constitute an offer by DOT. The bidder's participation in this process may result in DOT selecting the bidder to engage towards the execution of the contract

3.3. Preparation & Submission of e-Bids

1. Documents Constituting the e-Bid

The e-Bids prepared by the Bidder shall comprise the following components: e-Bids will comprise of:

- a. Technical Proposal (including Covering Letter for Technical Proposal Submission Form (Annexure I to Annexure XI) and scanned copied of demand drafts
- b. Financial Proposal Submission Form.

2. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Technical Proposal Submission Form, scanned copied of demand drafts, documents establishing the technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in Section-5 of e-Tender document.

It is suggested that the PDF files should be made in grey scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

3. Period of Validity of e-Bids

E-Bids shall remain valid for 180 days after the date of opening of e-Bids prescribed by the Department of Tourism, Government of Uttar Pradesh. An e-Bid with validity of a shorter period than specified shall be rejected by Department of Tourism, Government of Uttar Pradesh as non-responsive.

4. Format and Signing of e-Bids

The Bidder shall prepare the electronic copy for the e-Bids (in pdf format) and upload the e-Bids on GEM portal through the bidder's login credentials.

5. Submission of e-Bids

The Bidders should submit their bids online only in the Submission module of GEM portal. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the GEM portal. Therefore, Bidders are advised to submit the e-Bids well advance in time.

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of the Department of Tourism, Government of Uttar Pradesh and will not be returned. The bidders should submit their e-Bid considering the Server time displayed on the GEM portal. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission of e-Bid syndicated in the e-tender schedule.

Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.

The Department of Tourism, Government of Uttar Pradesh may, at its discretion extend this deadline for submission or opening of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Department and bidders previously subject to the dead line will thereafter be subject to the deadline as extended.

The procedure for submission of e-Bids by the bidders on GEM portal is already available on GEM portal.

6. Deadline for Submission of e-Bids

E-Bids must be submitted by the Bidders on Gem portal not later than the date and time specified in this e-Tender document.

The Department of Tourism, Government of Uttar Pradesh may extend this deadline for submission of e-Bids (i.e. Bid Submission End Date and Time) by amending the e-Tender document in accordance with ITB (Instructions to Bidders) Clause 3, in which case all rights and obligations of the Department of Tourism, Government of Uttar Pradesh and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The Department of Tourism, Government of Uttar Pradesh shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-Tender (RFP) by any prospective Bidder. e-Bids should be uploaded on GEM portal on or before date and time as mentioned in Section-1.

7. Late e-Bids

The server time indicated in the Bid Management window on the GEM portal will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her e-Bids are not submitted in time due to any reasons.

8. Receipt and opening of e-Bids by the Purchaser

Bidders are advised to submit their e-Bids in ‘Two-Bid’ system with Technical and Financial bids separately on GEM portal. Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on GEM portal, the technical proposals will be opened by BEC members in the office of The Director General, Tourism, Government of Uttar Pradesh.

The department of Tourism will open all e-Bids, in the presence of bidder’s authorized representatives who choose to attend at the Conference Hall, 4 Floor, Paryatan Bhawan, Gomti Nagar, Lucknow-226010 at date and time mentioned in Section I. The bidder’s representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

The bidder’s names & the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening of the e-Bids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, the Department of Tourism, Government of Uttar Pradesh shall notify those bidders whose e-Bids were considered non-

responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Agency for the this project. The Department of Tourism, Government of Uttar Pradesh will simultaneously notify on the GEM portal whose technical e-Bids were considered acceptable and have been shortlisted for opening of their financial e-Bids.

9. Cost of preparation of e-Bids to be borne by the Bidders

Cost of preparation of the E-Bids shall be borne by the Company regardless of the outcome of the bids.

10. Consortiums/ Joint Venture/ Sub Contracting

Consortiums shall be allowed for this project for maximum of 2 member. No subcontracting shall be allowed.

11. Cost of RFP Document

The RFP Document can be downloaded free of cost from the GEM portal at <https://etender.up.nic.in>. However, an amount of **Rs.15,000/- (+18%GST) i.e., Rs.17,700/-** has to be paid in the form of Demand Draft drawn in favour of “**Director General Tourism, Govt. of Uttar Pradesh**” issued by any Nationalized/Scheduled bank, payable at Lucknow, before the bid submission end date and time as cost of the RFP. The scan copy of the Demand Draft should be submitted along with proposal of the bidder.

Original Demand Draft to be submitted at OSD, 4th Floor, Paryatan Bhawan, Gomti Nagar, Lucknow–226010

12. Earnest Money Deposit (EMD)

- a) The Bidder shall furnish as part of its Proposal, **an EMD of Rs.5,00,000/- (Rupees Five Lakh only)** in the form of Demand Draft drawn in favour of “**Director General Tourism, Govt. of Uttar Pradesh**” issued by any Nationalized/Scheduled bank, payable at Lucknow, before the bid submission end date and time. The scan copy of the Demand Draft should be submitted along with proposal of the bidder. Original Demand Draft to be submitted at OSD, 4th Floor, Paryatan Bhawan, Gomti Nagar, Lucknow–226010
- b) The bids without EMD or Bid Document Fee shall be summarily rejected.
- c) The Department of Tourism, Government of Uttar Pradesh shall not be liable to pay any interest on the EMD and the same shall be interest free.
- d) EMD shall be returned to the unsuccessful Bidders with in a period of one month from the date of issue of Work Order to the Successful Bidder. EMD submitted by the Successful Bidder shall be returned one week post the submission of Performance Security.
- e) The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Department of Tourism, Government of Uttar Pradesh any other right or remedy here under or in law or otherwise, the EMD shall be forfeited and appropriated by the Department of Tourism, Government of Uttar Pradesh under the following conditions:
 - (i) If a Bidder engages in any of the Prohibited Practices; or
 - (ii) If the Selected Bidder fails to clarify or reconfirm its commitments as required in this

RFP

- (iii) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement as specified in this RFP; or
- (iv) If the Bidder is found to have a Conflict of Interest as specified in this RFP.

13. Notification of Award Notification to Bidder

Prior to the expiry of the Bid validity period, the Department of Tourism, Government of Uttar Pradesh will notify the successful Bidder in writing or email, to be confirmed in writing by Letter (LoI), that its proposal has been accepted. The notification of a ward will constitute the formation of the Agreement.

14. Signing of Agreement

At the same time as Department of Tourism, Government of Uttar Pradesh notifies the successful Bidder that its proposal has been accepted and Department of Tourism, Government of Uttar Pradesh shall enter into an Agreement with the successful Bidder.

15. Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department of Tourism, Government of Uttar Pradesh may forfeit the EMD/Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

16. Bank Guarantee for Performance

The successful Bidder shall at his own expense will deposit with the Department of Tourism, Government of Uttar Pradesh, within 1 Month after the receipt of notification of award of the Contract (Letter of Intent) from the Department of Tourism, Government of Uttar Pradesh, an unconditional and irrevocable Performance Bank Guarantee (PBG) / FDR amounting to 5% of Agreement value from a Scheduled Bank acceptable to the Department of Tourism, Government of Uttar Pradesh, payable on demand, for the due performance and fulfillment of the agreement by the bidder.

This Performance Guarantee shall be for an amount equivalent to 5% of Agreement value in form of PBG / FDR or decided by DOT. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Bank Guarantee needs to be valid for 3 years (60 days beyond the entire contract period of 3 years) from the date of signing of the contract. The Performance Bank Guarantee may be discharged/returned by the Department of Tourism, Government of Uttar Pradesh upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

17. Penalty Clause

In case, the agency is not able to perform the activities mentioned in the RFP as per

the satisfaction of the Authority or in case of in-ordinary delay, DoT may impose a penalty @ 0.1% of the Financial Quote per day (Subject to a maximum of 5% of the Financial Quote). For this purpose, after issuance of two reminders and subject to clarification from the agency, the Final decision will be taken by the DoT if services not found in order.

18. Removal/Exit Clause

The Selected Agency must perform as per Scope of Work in reference to Section III Band Instructions given by the DoT, in case of any deviation, DoT may take appropriate action. The Authority/DoT/Director General Tourism and the selected agency have all right to terminate the contract by providing notice to party with at least 90 Days' Notice.

4. Terms of Reference (ToR) and Scope of Work (SoW)

4.1. Project Background:

Tourism is one of the largest service industries in the country and its importance lies in being an instrument for economic development and employment generation across the country. India is fast emerging as an important tourism destination in the world. Uttar Pradesh in spite of being a strong cultural and religious heritage, varied natural attractions currently plays a comparatively small role in the World Tourism scene.

In order to achieve its objectives to promote Sustainable Tourism with a view to create employment opportunities and to bring about socio-economic benefits to the community and to preserve, enrich and promote Uttar Pradesh's unique cultural heritage, natural resources and environment in an effective & well-coordinated manner, Department of Tourism intends to develop an IT ecosystem to expand tourism in the State. This requires an all-encompassing approach for automation of all process pertaining to all stakeholders and all services. The Department of Tourism, Government of Uttar Pradesh has decided to engage a reputed agency to set up a **“Selection of Software Development Agency for Designing, Development, Hosting, Implementation and Maintenance of Eco-Tourism Portal, Mobile App and Social Media Management”** (SDA) for a period of Four (04) years, with a provision of its extension for another one (01) years. The selected agency shall perform the functions listed below.

4.2. Scope of Work

4.2.1. Introduction:

This is a comprehensive tender for the Designing, Development, Hosting, Implementation and Maintenance of an eco-tourism portal, mobile app, and social media management for the tourism department of Uttar Pradesh. The project aims to promote responsible and sustainable tourism practices, showcase the state's eco-tourism destinations and attractions, and enhance the overall travel experience for visitors, elevating the Eco Tourism Board further.

4.2.2. Objectives:

1. To comply with the Tourism Policy of Uttar Pradesh
2. To make the entire process online and enhanced via a web portal, mobile app and Social Media
3. To facilitate the implementation of the principles on which the Tourism Policy has been based.
 - a. Eco-friendly infrastructure development- Emphasis will be on Creation and Development of eco-friendly infrastructure at tourist destinations.
 - b. Ecotourism-Partnership – Multi-stakeholder partnership is a key for promotion of ecotourism activities.
 - c. Ecotourism-Awareness - Creation of environmental awareness among all sections and age groups will be a major activity.
 - d. Ecotourism-Marketing through Social Media Channels- Marketing Strategies based on market survey and analysis with use of social media platform for each Eco-tourism destination.

4.2.3. Key process to implement the Eco-Tourism principles:

For the compliance of the Principals of the Eco Tourism, a Web Portal and App is required to gather/distribute the information to and from the major stake holders.

1. Major stakeholders being Eco Tourism Enthusiasts, Tourists , Investors, Partners, Tourism Mitra, NGOs, facilitators, Government officials etc.
2. District level government officials will be able to share the major activities being taken place at the eco tourist sites. Such information can be disseminated as and when required, in the public domain via the Web Portal/Mobile app or Social Media.
3. As per the principle of Eco Tourism Awareness, the pictures and press releases of the awareness programs that will be conducted at different sites will be collected through the eco-tourism website or web portal. This data gathering will aim to enable the Department of Tourism (DOT) to assess the program's impact and its effectiveness for the eco-tourism portal.

4.2.4. Eco-Tourism Portal and Mobile App:

1. Development of Web Portal and Mobile App:

Design and develop a user-friendly User Experience (UX) and Interface (UI) Design with visually appealing elements, including layout, color schemes, typography, and graphics for a cohesive and user-friendly interface while using the web portal and mobile app dedicated to eco-tourism in Uttar Pradesh.

This Include features to showcase detailed information on eco-tourism destinations, accommodations, tours, and activities with detailed descriptions and multimedia content (photos, videos, virtual tours etc).

2. **Search and Filtering Functionality:** Implement an advanced search and filtering functionality to allow users to easily find relevant eco-tourism options based on their preferences. Include filters such as location, activities, accommodation types, and more

3. Multilingual:

The web portal and mobile application will be multilingual. At initial stage, the Portal and mobile application will be developed in Hindi and English language. Later on Multilingual Google language translator will be implemented on portal, so every citizen of the India /world can easily access the information in their own language.

4. Interactive Maps and GPS-based Navigation:

Incorporation of interactive maps and GPS-based navigation into the Mobile App to enable easy exploration of eco-tourism sites. Users will be able to navigate through different eco-tourism destinations, view nearby attractions, and get real-time directions for a seamless travel experience. An AI chat box need to be made an integral part of the website for addressing all such concerns of the user.

5. Interactive feature to search for Booking and Reservation System:

Development of a secure and efficient search facility for reservation system for accommodations, tours, and activities. Website visitor will receive extensive information about all the Eco-Tourism sites of Uttar Pradesh. It has to be a geolocation-based search feature that shows the nearest ecotourism sites first.

6. Social Sharing and User-Generated Content:

Pushing of approved User-Generated Content (that will be collected by the social media team) to encourage engagement and create a community of eco-conscious travelers. Users can share their experiences, recommendations, and photos, contributing to an authentic and vibrant eco-tourism community.

7. Eco-Friendly Travel Tips and Guidelines:

Provision of informative and engaging eco-friendly travel tips and guidelines to educate visitors about responsible travel practices. Users will have access to valuable insights on reducing their environmental impact and supporting local communities.

8. Accessibility and usability:

Ensure the web portal and mobile app are accessible to users with disabilities. Prioritize usability testing to guarantee a positive user experience.

9. Analytics and Reporting:

Integrate analytics tools to track user behavior, engagement metrics, and other key performance indicators. Provide regular reports with insights to help refine strategies and improve user experience.

10. User Authentication and Data Security:

Implement a robust user authentication system to ensure secure access to the portal and app. Adhere to data security standards to protect user information.

11. Integration with Social Media:

Enable seamless integration with social media platforms for content sharing and user engagement. Provide features for users to share their eco-tourism experiences on social media.

12. Location base emergency service :

The mobile application developer offer an SOS feature, enabling tourists to quickly request emergency assistance. In case of emergencies, user can initiate immediate contact with relevant authorities, such as the police, medical services, and other emergency services.

13. Offline Access and Downloadable Content of Mobile Application

Enable users to download ecotourism site information and multimedia content for offline access while exploring Uttar Pradesh. Allow users to save their favorite destinations and access them without an internet connection.

14. Review and Rating System:

Implementation a review and rating system for eco-tourism destinations and services, fostering transparency and accountability among service providers. Users can share their feedback and experiences, empowering others to make informed decisions.

15. Yuva Prayatan Club:

- Implement a secure user registration system allowing individuals to become Yuva Prayatan Club members. Yuva Prayatan Club members to facilitate the

submission and management of various activities, including Poster Design, Quiz participation, Painting of Historical Places, Tourism Photography and Videography, Local Tourism Site visits, etc.

- Implement user registration and profile management features to allow members to create, update, and maintain their profiles, including personal information and preferences.
- Create an intuitive user interface for activity submission, ensuring members can efficiently upload multimedia content such as photos and videos related to their activities.

16. Push Notifications and Policy Updates:

Enabling push notifications to keep users informed about relevant updates, offers, and policy changes by the Uttar Pradesh tourism department. Users will receive timely information on eco-tourism initiatives, special promotions, and any changes affecting their travel plans.

4.2.5. Social Media Management:

1. Social Media Presence and Optimization:

- Create and optimize social media profiles on platforms like Facebook, Instagram, Twitter, and YouTube, tailored to showcase eco-tourism offerings in Uttar Pradesh.
- Ensure consistent branding and messaging across platforms to appeal to diverse audiences.
- Establish an active and engaging online presence through captivating photos, videos, and articles focusing on sustainable travel practices and local cultural experiences.

2. Audience Engagement and Content Strategy:

- Actively engage with the audience by responding promptly to comments, messages, and inquiries.
- Develop a content strategy for high-quality and engaging material highlighting the natural beauty of eco-tourism destinations.
- Implement user-generated content initiatives, including branded hashtags, to encourage users to share their experiences and amplify authentic travel stories.

3. Social Media Marketing and Analytics:

- Execute targeted social media advertising campaigns to drive traffic to the eco-tourism website and mobile app, utilizing demographic and interest-based targeting.
- Collaborate with influencers, travel bloggers, and environmental advocates to enhance brand visibility and promote sustainable travel practices.
- Use social media analytics tools to track content and campaign performance, gather valuable insights, and optimize the social media strategy based on data-driven decision-making.

The Agency is expected to cover all the aspects of digital marketing as desired by the Authority.

4.2.6. Indicative Hosting, infrastructure and software

Infrastructure Setup: Choose a suitable and reliable hosting environment, configure servers, and deploy the portal and app.

Domain Registration and Configuration: Register a domain name and set up DNS configurations for the website and app.

Content Population: Add content, images, videos, and other multimedia elements to the portal and app.

Testing and Quality Assurance: Conduct thorough testing to ensure functionality, usability, security, and compatibility across different devices and browsers.

4.2.7. Indicative hosting and solution requirements for the project

- a) Hosting environment will be provided in cloud with leading Cloud Service provider
- b) Hosting platform will provide followings without compromising in the quality & performance of the services:
 - i. High Reliability
 - ii. High Availability (24*7*365)i.e.>99% Server Uptime
 - iii. High Scalability (1,000 concurrent users) with Load Balancing & Clustering in Production environment as per the need.
- c) Preferably Low code development platform will be considered for rapid development with features of
 - i. Drag-and-drop user interface
 - ii. Model-based development
 - iii. Pre-built templates
 - iv. Cross-platform accessibility
 - v. Better scalability and security
- d) Development and Testing environment will be also provisioned in cloud
- e) Application will be developed using cloud native technology with Micro service based and its principle
 - i. Modeled around business concept
 - ii. Culture of automation
 - iii. Decentralize all components
 - iv. Deploy independently
 - v. Isolate failure
 - vi. Highly Observable
 - vii. Hide Implementation details
- f) Preferably Low code development platform will be considered for rapid development with features of
 - i. Drag-and-drop user interface

- ii. Model-based development
- iii. Pre-built templates
- iv. Cross-platform accessibility
- v. Better scalability and security

g) The department based on requirement may instruct the agency to take up this work for assistance in procurement of infrastructure solution and alternatively may take up hosting activity on the state/ Central Government hosted spaces/Datacenters/ NIC etc. Cost of hosting will be borne by bidder.

4.2.8. Bulk Email Service:

A bulk email service will be required to send mass email messages to multiple recipients at a specified time. With this service, department can send a single message to numerous people on the mailing list or a personalized email to each address on a list. With this service, email creation and delivery will get easier. It will perform anti-spam analysis and has the ability to automate the actions and segments of the database.

4.2.9. Integration of SMS Gateway and bulk SMS Facility:

An SMS API will be established which will enable applications to send SMS via the proposed integrated SMS Gateway. The SMS Gateway API will be used to add bulk SMS capability to the existing and proposed software. The SMS Gateway API will allow you to unlock SMS capability in application platforms. The Gateway will also enable the Admin to send auto SMS at every required step. The gateway will enable the user in sending bulk text messages over a range of different mobile networks. A trail will be maintained of SMS sent through the application with various filters like Sender Name, Receiver's Name, and Date-wise etc.

4.2.10. Procurement Support

The bidder will support the department in procurement assistance of any hardware/software/ cloud services/application procurement requirement for the purposes of the completion of the above mentioned tasks if and when deemed required by the department.

4.2.11. Transfer of Source Code

The Website / Software / portal designed and developed by the agency for Department shall be the property of the Department of Tourism. The agency shall supply the source code along with all manuals / deliverables to the Tourism Department.

4.3. Project Duration

The selection of agency shall initially be for a period of Forty Eight Months (of which the development shall be for initial period of 8 month and the support period shall be of 40 months) with a provision of its extension for another One (01) years, if required by the Department of Tourism, Government of Uttar Pradesh, on the existing terms & conditions.

Resource Deployment:

1. The Resources proposed in the RFP will have to be deployed on site or as at Parayatan Bhawan, Lucknow, Uttar Pradesh.
2. The Resources will be required as per the effort estimation shared in the RFP.

3. The bidder will inform UP tourism of their project plan and deployment Schedule.

4.4. Payment Terms will be as under:

1. The payment of fee shall be made on a monthly basis. Monthly Review will be conducted and evaluation of the performance of the selected agency will be done. Payment will be made to the successful Bidder monthly, upon submission of the monthly reports. The invoice amount would be paid after the evaluation of the performance against deployment, operational and deliverables.
2. In case of additional work of similar nature arises out in future during the tenure of the assignment, the Department of Tourism, Government of Uttar Pradesh may engage requisite number of additional fulltime experts or sector experts from selected bidder. The rate of increase/ decrease of such manpower will be on pro-rata basis.
3. The firm shall deploy a dedicated team at the Department of Tourism, Government of Uttar Pradesh stationed at Lucknow, and any substitution in the team may only take place after taking written approval from the Department of Tourism, Government of Uttar Pradesh. However, no substitution of team members will be allowed in the 1st year of the assignment, under normal circumstances.
4. The financial quote shall take into account all expenses and tax liability exclusive of GST.
5. The financial quote should include all remuneration for all the personnel except domestic and international travel.
6. In case of domestic and international travel, all the expenses incurred on travelling (including air travel, lodging, fooding, local conveyance etc.) shall be arranged by the Department of Tourism, Government of Uttar Pradesh.
7. Payment of fee to experts will be made on a monthly basis on receipt of bill along with work done summary.
8. Firm would be required to submit report on work done on monthly basis by 10th day of following month.
9. All third-party charges, including but not limited to SMS services, email services, and any third-party web or mobile app integrations, associated with the development and operation of the Tourist Facing Mobile Application will be borne by Bidder

5. Bidder's Eligibility Criteria and Method of Selection, Evaluation Process

5.1. Eligibility Criteria:

The experts' should meet the below criteria to be eligible to participate in the Bid:

| Sl. No. | Eligibility | Description | Documentary Evidence |
|---------|---|--|---|
| 1 | Registration / Incorporation Status | The bidder should be a company registered under Indian Companies Act 1956, a Partnership Firm registered under Indian Partnership Act 1932 or a LLP registered under LLP Act 2008 and should have be in existence since last 5 years | Duly Self-Attested Copy of Incorporation/Registration Certificate |
| 2 | Average Turnover | The Bidder must have Positive Net Worth and Minimum Average Annual Turnover (MAAT) of INR 5 Cr during the last 3 financial year (2020-21, 2021-22, 2022-23) in IT/ITeS Software Services only. | Duly Self-Attested audited balance sheet, Profit & Loss Statement and Income Tax Returns has to be submitted for the financial year 2020-21, 2021-22, 2022-23 along with a declaration of minimum average annual turnover on the official letterhead of Chartered Accountant (CA) |
| 3 | Agency Documents | The Bidder must be registered under GST, PAN, EPF & ESIC | Duly Self-Attested copy of each valid Certificate |
| 4 | Non-Blacklisting Certification | The Bidder should not have been ever blacklisted by Central, any State Government Department/Public Sector Undertaking. | Declaration on Notarized Affidavit on INR 10 non-judicial stamp paper |
| 5 | IT Business | The bidder should be in the business of software development or Software/ Platform as a Service for the last five years. | Copy of Work orders or client certificate mentioning the year of execution of work. |
| 6 | Local Office | The Bidder must have an office in Lucknow or State of Uttar Pradesh. | Undertaking on official letter head along with address proof. Currently if bidder have not any office in Uttar Pradesh then submit an undertaking to set up an office within one month from the date of receiving the Lol. |
| 7 | ISO Certification | The Bidder must be ISO 9001:2015 and 27001:2013 and CMMi level 3 or level 5 certification of IT/ITes Services | Self-Attested Copy of valid ISO & CMMi Certificate |
| 8 | Technical Manpower Resources Declaration | The bidder must have minimum 30 employees on permanent rolls which at least 15 employees must have recognized B.Tech / BE./ MCA / M.Tech./ M.Sc. Degrees, in the areas | HR Declaration on Company's Letter Head of employees with their qualifications and signature |

| Sl. No. | Eligibility | Description | Documentary Evidence |
|---------|---|---|--|
| | | of computers / IT / MBA. | |
| 9 | Working Experience of Web Portal / Software Development | The bidder must have developed minimum 3 similar Web Portals successfully for any Govt./Central Govt./PSU with value of Rs.50 Lakhs each project in last 3 F.Y. (2020-21, 2021-22, 2022-23) | Copy of Work Order along with URL & Job Completion Certificate by the Client Department mentioning the Contact No. and Email IDs of the authorized person of each clients. |
| 10 | Experience of Android & iOS Based Mobile App Development | The bidder must have successfully developed at least 3 Android & iOS Based Mobile App for Central or any State Govt. or PSU or Local bodies. | Copy of Work Order along with Job Completion Certificate |
| 11 | Litigation | The bidder should not be in any kind of litigation with any State/Central Govt. Department. | Declaration on Non Judicial Stamp Paper of Rs.100/- by the Authorized Signatory. |
| 12 | Net Worth | The bidder should have a positive Net Worth on 31st March 2023. | C.A. certificate with document and evidence. |

Note :

- a. Only those bidders who fulfill the pre-qualification criteria will be eligible to participate in the QCBS & financial evaluation. The Department has the right to check and evaluate any document submitted by bidder. The bidder who does not fulfill the criteria, their bids will get rejected.
- b. Consortiums shall be allowed for this project for maximum of 2 member. No subcontracting shall be allowed.
- c. The bid will be out rightly rejected if any of the enclosed documents are incomplete, missing, misleading or incorrect.
- d. Bid should comprise of following sections:
 1. Technical Bid
 2. Financial Bid
- e. Both the bids must be submitted separately on the tender portal. <https://e-tender.up.nic.in>. Prices should not be quoted in the Technical Bid.

5.2. Technical Evaluation Criteria

| Sl. No. | Criteria | Max. Marks |
|---------|---|------------|
| 1 | Total past experience of the Bidder in IT/ITeS services i. 5 to 7 years : 1 marks ii. Above 7 to 10 years : 3 marks iii. Above 10 years : 5 marks | 5 |
| 2 | Average Annual Turnover of the Bidder in last Three Financial Years i.e. 2020-21, 2021-22, 2022-23 from IT/ITeS (<i>excluding Hardware</i>) only i. Rs.5 Crores to Rs.10 Crores : 5 marks ii. Above Rs.10 Crores to Rs. 25 Crores : 10 marks iii. Above Rs.25 Crores : 15 marks | 15 |
| 3 | The Bidder must have ISO Certification. i. ISO 9001 : 2015 & ISO 27001 : 2013 & CMMi Level 3 : 5 marks ii. ISO 9001 : 2015 & ISO 27001 : 2013 & CMMi level 5 : 10 marks | 10 |
| 4 | Experience in Application Development: The Bidder should have experience of e-Governance projects for Uttar Pradesh State Government / PSU (Involving Application Software Development Customization, Implementation, Software Maintenance etc.) in the last five consecutive years i.e. from FY 2018 to FY 2023 {each project minimum value is of Rs 100 Lakhs } Maximum 6 project consider : i. 3 projects : 2 mark ii. Above 3 to 5 projects : 4 marks iii. Above 5 projects : 7 marks | 7 |
| 5 | Experience in Application Development: The Bidder should have experience of e-Governance projects for Government/PSU (Involving Application Software Development Customization, Implementation, Software Maintenance etc.) for any State Govt./ Central Govt. / PSU in the last five consecutive years i.e. from FY 2018 to FY 2023 {each project value is value of 50 Lakhs} Maximum 6 project consider : i. 3 projects : 2 marks ii. Above 3 to 5 projects : 5 marks iii. Above 5 projects : 8 marks | 8 |
| 6 | Value of any three Web Portal/ Mobile Application executed by the Bidder for any State Govt./ Central Govt. / PSU in the last five consecutive years i.e. from FY 2018 to FY 2023 (only three project will be consider) i. Min 3 Projects ranging between Rs.50 Lakhs to Rs. 100 Lakhs each: 4 marks ii. Min 3 Projects ranging between Rs.100 Lakhs to 300 Lakhs each: 7 marks iii. Min 3 Projects of more than Rs.300 Lakhs each :10 marks | 10 |
| 7 | No. of Android / iOS Based Mobile App project executed for any State Govt. / Central Govt. / PSU in the last five consecutive years i.e. from FY 2018 to FY 2023 (each App's download of 50,000 as on date of submission of the bid, Bidder should be able to download the application for reference) i. 1 Project : 1 marks ii. 2 Projects : 3 marks iii. Above 2 Projects : 5 marks | 5 |
| 8 | Social Media Projects executed for any State Govt./Central Govt./PSU/Local Bodies | 5 |

| Sl. No. | Criteria | Max. Marks |
|---------|---|------------|
| | i. 1 Project : 1 marks ii. 2 Projects : 3 marks iii. Above 2 Projects : 5 marks | |
| 9 | A presentation based on scope of work shall include Overview of the proposed project solution, work plan, roll out strategy, project solution management/implementation methodology: i. Agency Profile & Credentials : 05 marks ii. Understanding of Scope of Work : 10 marks iii. Proposed Solution, Approach & Methodology : 10 marks iv. Roll out, Implementation & Annual Maintenance strategy with Exit Management Plan : 10 marks | 35 |

Note:

1. Documentary evidence of the assignments (completion certificate or copy of Agreement or Letter of Award) issued by the State Government Departments or their agencies, as mentioned in the criteria, duly certified by the authorized signatory of the bidding company/ Chartered Accountant, should be enclosed in support of all claimed projects.
2. Projects directly awarded by Government agency/agencies in India will only be considered. Extension Projects shall be considered as separate projects.
3. Only projects carried out in India will be considered for evaluation.
4. Same Project can be considered in different category of experiences if conditions are fulfilled.

5.3. Key personnel (Team Composition) proposed for the project

| # | Role | Educational Qualification and Experience. | Total Effort in Development phase (in Months) | Support Phase (in months) |
|----|--------------------------|--|---|---------------------------|
| 1. | Project Manager | <p>Educational Qualification- The Project Manager should have a minimum qualification of either BE / B.Tech / MCA and MBA (Minimum Requirement)</p> <p>Experience:</p> <ul style="list-style-type: none"> a. He / She should have had an overall experience of at-least 10 years working in projects related to consulting, design, development and implementation of IT solutions projects. b. Experience on the project management of innovative solutions for project management and monitoring projects. c. Experience on the project management for the web and mobile based application development and rollout in the country. d. The Expert should have strong track record of project development and management activities, transition management, stakeholders management | 8 | 40 |
| 2. | Senior Software Engineer | <p>Educational – Senior Software Engineer should have a minimum technical qualification of either BE / B.Tech / MCA (Minimum Requirement)</p> <p>Experience: Database administrator with at-least 5 years of experience in managing and development of Web based and Mobile application. He should have IT projects experience as senior software engineer.</p> | 8 | 40 |
| 3. | Software Developers | <p>Educational - Application developer(s) should have a minimum technical qualification of either BE / B.Tech / MCA (Minimum Requirement)</p> <p>Experience: The selected candidate will be senior level IT professional having a minimum of 3 years overall experience in Information Technology as software developer and</p> | 8 | 40 |

| # | Role | Educational Qualification and Experience. | Total Effort in Development phase (in Months) | Support Phase (in months) |
|----|----------------------------------|--|---|---------------------------|
| | | mobile application developer and implementation. Also have the knowledge of Web and Mobile App designing | | |
| 4. | Social Media Strategist | <p>Educational- Social Media Strategist should have a minimum qualification of Bachelor's degree in marketing, communications, or a related field. Additionally, certifications or courses in social media marketing and digital advertising would be an add on.</p> <p>Experience – Minimum 3 years of experience in Managing Social Media Platforms effectively.</p> | 8 | 40 |
| 5. | Content Writer (Hindi & English) | <p>Educational: The content writer must be proficient in Hindi and English with minimum qualification of bachelor's degree in journalism, communications, English literature, or a related field.</p> <p>Experience : Minimum 3 years of experience in Hindi and English Writing</p> | 8 | 40 |

Note: The Final Selection of the Candidates / Key Personnel’s Post-Evaluation will be done by the Department of Tourism Evaluation Committee. The relevant experts will be deployed on the client site during their active phase of inputs for relevant tasks

5.4. Evaluation of Technical Bids

1. Constitution of Bid Evaluation Committee(BEC):
2. The evaluation of the e-Bids shall be carried out by Bid Evaluation Committee (BEC), which shall be constituted by the Department of Tourism, Government of Uttar Pradesh consisting of officials from the Department. The BEC will evaluate the tenders in two stages, i.e. Technical & Financial.
3. The Technical presentation shall be done to the Bid Evaluation Committee (BEC).
4. Technical bids should be analyzed and evaluated by the Bid Evaluation Committee (BEC). Technical bids in the following conditions will be summarily rejected as being nonresponsive:
 - Technical Bids of those bidders, who do not meet the eligibility criteria.
 - Technical bids unsigned and incomplete, not responding to the TOR fully & properly, and those with lesser validity than that prescribed in the RFP.

5.5. Evaluation of Financial e-Bids

1. The financial e-Bids shall be opened by BEC of the bidders which score more than 70 in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
2. The Bidders shall fill the Financials in the Commercial bid section of the GEM portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected.
3. If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Bid Evaluation Committee will reject any such Bids as non-responsive financial proposals. However, if the BEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties, or any such matter, the BEC may do so by inviting responses in writing.

5.6. Negotiations

Normally, there would be no post RFP negotiations. In case if it is required, negotiations may be carried out with the H1 bidder (Highest Scorer) in the interest of the project.

5.7. Award of Contract

In a particular case of selection of Agency, the bidder would be technically evaluated out of 100 marks. Bids receiving 70 would qualify for Financial Evaluation, and the weightage of the Technical Bids and Financial Bids is 80:20.

The Selected bidder shall be the first ranked bidder (having the highest combined score). As an example, the following procedure can be followed. In response to the RFP, 3 proposals; A, B & C were received. The technical evaluation committee awarded them 70, 80, and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable, and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The evaluation committee examined the financial proposals and evaluated the quoted prices as under:

| Proposal | Evaluated Cost |
|----------|----------------|
| A | Rs.120. |
| B | Rs.100. |
| C | Rs.110. |

Using the formula $LEC \times 100/EC$, where LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost, the committee gave them the following points for financial proposals:

| | |
|-----------------------------|-------------|
| A: $100 \times 100 / 120$. | =83 points |
| B: $100 \times 100 / 100$. | =100 points |
| C: $100 \times 100 / 110$. | =91 points |

In the combined evaluation, thereafter, the evaluation committee calculated the combined Technical and Financial score as under:

| | |
|--|--------------|
| Proposal A: $70 \times 0.80 + 83 \times 0.20$ | = 72.6points |
| Proposal B: $80 \times 0.80 + 100 \times 0.20$ | = 84points |

| |
|--|
| Proposal C:90x0.80 +91x0.20 = 90.3points |
|--|

Proposal C, the evaluated cost of Rs. 110, was, therefore, declared as the winner and recommended for negotiations/approval to the competent authority.

5.8. Contract Agreement

The Successful Bidder shall execute an Agreement on Non-Judicial stamp paper of appropriate amount in the name of the Bidder bought in Uttar Pradesh only, within one week from the date of Letter of Acceptance issued by the Department of Tourism, Government of Uttar Pradesh.

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of the Department of Tourism, Government of Uttar Pradesh. The Department of Tourism, Government of Uttar Pradesh reserves its right to cancel the order either in part or full if this condition is violated.

5.9 Confidentiality

The selected Agency will treat as confidential all data and information about the purchaser obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser

6. Standard Terms and Conditions

Without limitation on the generality of this rule, the Agency shall not be permitted to perform themselves directly or indirectly in totality or in part, by any of its associated company/Firm/society or any entity with business interest, any of the subsequent implementation job concerned with the Project, for which the work has been awarded to the Agency.

6.1. Application

The proposal offer should contain all the work envisaged under the scope of work, Key points mentioned under, and those proposals giving only part of the work would be rejected. Detailed scope of work is mentioned in Section-III.

6.2. Conflict of Interest

The Agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The Agency and its affiliates shall not engage in activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than the "Services" under the ongoing contract. The experts should provide professional, objective, and impartial advice and at all times hold the client's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Experts shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Authority.

Without limitation on the generality of the foregoing, experts shall not be hired, under the circumstances set forth below

1. Conflict between activities and procurement of goods, works, or services:

An Agency that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works, or services. Conversely, an Agency concern hired to provide services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works, or services for such preparation or implementation.

2. Conflict among assignments:

Neither agencies (including their personnel and sub-Agencies) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the agencies.

3. Relationship with Employer's staff:

Experts/agency (including their personnel sub-experts) that have a business or family relationship with any member(s) of the Employees (Department of Tourism, Govt. of Uttar Pradesh) staff who are directly or indirectly involved in any part of:

- a. The preparation of the TOR of the contract,
- b. The selection process for such contract, or
- c. Supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of the agency's work.

6.3. Unfair Competitive Advantage

Fairness and transparency in the selection process require that an agency or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the request for proposals and all information would be made available to all shortlisted agencies together.

6.4. Disclaimer Clause

The Authority or any of its officers, employees, contractors, agents, or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it, whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care, or misrepresentation on the part of the Authority or any of its officers, employees, contractors, agents, or advisers.

6.5. Disclosure of Interests and Links

The Bidders should disclose whether the Bidder (of this RFP) Agency or any of its associated company/firm/society or any entity with a business interest, are already empaneled with or have applied for their empanelment with the Department of Tourism,

Government of Uttar Pradesh under any of the business activities such as Software or Hardware or Computer Education and Training, etc., or with any subsequent IT implementation job concerned with the Project. The bids of such bidders will not be considered.

The Bidders should also disclose whether the Agency or any of its associated company/firm/society or any entity with business interest have any association or link in any manner with the Bid Evaluation Committee members or its family members of his/hers, associated with this RFP. The bids of such bidders will not be considered.

6.6. Standards of Performance

The Agency shall perform the services and carry out its obligations under the contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices. The Agency shall always act as a faithful advisor to the Department of Tourism, Government of Uttar Pradesh, in any matter relating to this contract. The Agency shall support and safeguard the legitimate interests of the Department of Tourism, Government of Uttar Pradesh in any dealings with third parties. The Agency shall abide by all the provisions/Acts/Rules, etc., of Information Technology prevalent in the country. The Agency shall conform to the standards laid down in the RFP in totality.

6.7. Agency Personnel

1. The Agency shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of the project.
2. Without the consent of the Client, no changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Agency, such as retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Agency shall provide as a replacement a person of equivalent or better qualifications, with approval from the Client Department.
3. The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
4. If the Client Department requests to replace resource(s), then the Agency shall be required to replace the resource(s).

6.8. Applicable Law

Applicable Law means the laws and any other instrument having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Uttar Pradesh.

6.9. Assignment and Subcontracting

1. The Agency shall not assign or transfer this contract or part thereof to any other party without the written consent of the Department of Tourism, Government of Uttar Pradesh.
2. For the purpose of the liabilities under this Bid, the Bidder will be considered solely liable for the delivery of all the components of the Bid and scope of work.

6.10. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed of by the Agency in violation of any right whatsoever of a third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark, or similar right, or any charge, mortgage, or lien. Indemnity

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify the Department of Tourism, Government of Uttar Pradesh, to the total professional fees for this project for any direct loss or damage that is caused due to any deficiency in services.

6.11. Governing Language

The Contract shall be written in the English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in English/Hindi.

6.12. Termination of Contract

The Agency's association with the Department of Tourism, Government of Uttar Pradesh, will terminate in case of the following conditions:

1. The term of the Contract expires.
2. Performance is below the expected level.
3. Non-adherence to the timelines of the project.
4. Quality of work is not satisfactory and not acceptable.

6.13. Termination for Insolvency, Dissolution, etc.

The Department of Tourism, Government of Uttar Pradesh may at any time terminate the Contract by giving written notice to the Agency if the Agency becomes bankrupt or otherwise insolvent or in case of the dissolution of the agency or winding up of the agency. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Department of Tourism, Government of Uttar Pradesh.

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify the Department of Tourism, Government of Uttar Pradesh, for the total professional fees for this project for any direct loss or damage that is caused due to any deficiency in services.

6.14. Limitation of Liability

Limitation of Liability towards the Agency shall not exceed the contract value.

6.15. Fraud and Corruption

The Bidder, if selected, shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Department of Tourism, Government of Uttar Pradesh:

1. Defines, for the purposes of this provision, the terms set forth below as follows:
 - "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in

contract execution; and

- "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the "the Department of Tourism, Government of Uttar Pradesh" and includes collusive practices amongst Agencies (prior to or after submission of proposals) with Service Providers empaneled with the Department of Tourism, Government of Uttar Pradesh, designed to establish prices at artificial, noncompetitive levels and to deprive the "the Department of Tourism, Government of Uttar Pradesh" of the benefits of free and open competition.
2. Will reject a proposal for an award if it determines that the Agency recommended for the award is/was engaged in corrupt/fraudulent/coercive activities in getting the contract in question.
 3. Will cancel the Agency's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
 4. Will declare an Agency ineligible, either indefinitely or for a stated period of time, to be awarded a "the Department of Tourism, Government of Uttar Pradesh" contract if it at any time determines that the Agency has engaged in corrupt or fraudulent practices in getting or executing the "the Department of Tourism, Government of Uttar Pradesh" contract.
 5. Will cancel the contract if at any stage it comes to know that the selected Agency or Company has any relation with any of the members of the Bid Evaluation Committee (BEC) or the decision-making authorities.

6.16. Force Majeure

1. **Definition:** For the purposes of this assignment, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts, or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation, or any other action by government agencies.
2. **Force Majeure shall not include:**
 - a. any event which is caused by the negligence or intentional action of a Party or agents/employees thereof, nor
 - b. any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. The Department of Tourism, Government of Uttar Pradesh, will decide the eventuality of Force Majeure, which will be binding on both the parties.

6.17. Disputes Resolution

1. **Amicable settlement** - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this RFP or the interpretation thereof. In the event a dispute, differences, or claim arises in connection with the interpretation

or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

2. **Arbitration** - In case the dispute is not resolved, any party may issue a notice of reference, invoking the resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. . It is agreed that any dispute shall be referred to the Principal Secretary, Department of Tourism, Government of UP for arbitration, Arbitration proceedings shall be conducted in and the award shall be made in the English language. Arbitration proceedings shall be conducted at Lucknow.

7. Annexure for Technical Proposal

Annexure-I: Proposal Submission Form

To

**The Director General,
Tourism, Government of Uttar Pradesh,
Lucknow**

Ref: Submission of Proposal against the RFP for "Selection of Software Development Agency for Designing, Development, Hosting, Implementation and Maintenance of Eco-Tourism Portal, Mobile App and Social Media Management"

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP for "Selection of Software Development Agency for Designing, Development, Hosting, Implementation, and Maintenance of Eco-Tourism Portal, Mobile App, and Social Media Management" in full conformity with the said Tender document and our Technical Proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal.
2. We would like to declare that we, the Bidder (of this Tender) or any of its associated Company/Firm/Society or any entity with a business interest, are neither already empaneled with nor have applied for their empanelment with the Department of Tourism, Government of Uttar Pradesh under any of the business activities such as Software or Hardware or Computer Education and Training, etc., or with business interest, any of the subsequent IT implementation job concerned with the Project. We know that such bids will not be considered.
3. We would like to declare that we, the Bidder (of this Tender) or any of its associated Company/Firm/society or any entity do not have any association with the Bid Evaluation Committee members or its family members of his/hers associated with this Tender. We know that such bids will not be considered.

4. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices
5. We hereby declare that we have not been blacklisted by any State/Central/UT Government Dept./Organization/Institution or any State-designated agency/PSU of Central/State Government as on the bid submission end date.
6. We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Dept./Organization/Institution.
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior, and we shall be responsible for any such acts.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India, namely the "Prevention of Corruption Act, 1988."
9. We understand that the Department of Tourism, Government of Uttar Pradesh is not bound to accept any or all bids received in response to this Tender.
10. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No. _____ for " Selection of Software Development Agency for Designing, Development, Hosting, Implementation, and Maintenance of Eco-Tourism Portal, Mobile App, and Social Media Management " against this tender.
11. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by the Department of Tourism, Government of Uttar Pradesh in case we are selected as the Agency against this tender by the Department of Tourism, Government of Uttar Pradesh.

We remain, yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Seal of Bidder / Agency

Annexure-II: Agency's General Information

| S No. | Particulars | Description/Details | Ref. Documents | Page No. |
|-------|--|---------------------|----------------|----------|
| A | Name of Agence | | | |
| B | Contact Details | | | |
| | a. Address | | | |
| | b. Mobile/Telephone | | | |
| | c. Email | | | |
| | d. Website | | | |
| C | GSTIN Number of the bidder | | | |
| D | Name of Managing Director/CEO | | | |
| E | Name, Designation &email of Authorized Signatory | | | |

Signature.....

In the Capacity of.....

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

Note: The Bidder must submit the following document to establish the legal status along with this Form:

- In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
- In case of a Limited Liability Partnership firm, it should furnish copy of the registration certificate including partnership deed, GST certificate, and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
- Copy of the Bidder's duly audited financial Statement for the preceding 3 (three) Financial Years (2020-21, 2021-22, 2021-23).

Annexure–III: Team Composition and Task Assignments

Technical/Managerial Staff

| Sl.# | Name | Qualification | Position | Tasks Assigned |
|------|------|---------------|----------|----------------|
| | | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |

Signature..... In the capacity of.....

Duly authorized to sign proposal for and on behalf of.....

Date.....

Place.....

Note : Attach CV of the proposed Key Experts in the format provided below:

Format of Curriculum Vitae (CV) For Key-Professional Staff Proposed

| | | | | |
|--|----------|----------------------------|---------------------------------|-------|
| 1. Proposed Position | | | | |
| 2. Name | | | | |
| 3. Date of Birth | | 4. Citizenship | | |
| 5. Education | | | | |
| 6. Membership in Professional Associations | | | | |
| | | | | |
| 7. Other Training | | | | |
| | | | | |
| 8. Countries of Work Experience - | | | | |
| 9. Language Skills | Language | Speak | Read | Write |
| | | | | |
| 10. Employment Record | | | | |
| Period | To | Employer and Position held | Summary of activities performed | |
| | | | | |
| | | | | |
| | | | | |
| 11. Detailed Tasks assigned | | | | |
| 12. Works undertaken that best illustrates capability to handle the tasks assigned | | | | |
| Project Name | | | | |
| Client Name | | | | |
| Year & Location | | | | |
| Project Features | | | | |
| Position Held | | | | |
| Activities Performed | | | | |
| Project Name | | | | |
| Client | | | | |
| Year & Location | | | | |
| Project Features | | | | |
| Position Held | | | | |
| Activities Performed | | | | |
| 13. Expert's Contact Information –e-mail / Mobile | | | | |
| <p>Certification:</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.</p> <p>Signature of the expert:</p> <p>Name of the expert:</p> <p>Date:</p> | | | | |

Annexure–IV Format of Project Experience

Projects credentials relevant to the criteria should be attached (As specified in the Evaluation Criteria):

Project1/2/.....

| | |
|--|--|
| Name of the Client | |
| Project Name and Brief Description | |
| Activities performed by the bidder for the project | |
| Year (start date ;end date) | |
| Duration | |
| Order value(INR) | |
| * Attach the Work Order/LOI/Contract for the Assignment/Other document in support of claim, as per requirement of the evaluation criteria in RFP | |
| | |

Signature..... In the capacity of.....

Duly authorized to sign proposal for and on behalf of.....

Date.....

Place.....

Annexure–V: Format of Financial Capacity

(On Letter Head of Chartered Accountant)

| S.No. | Financial Years | Annual Turnover (Rs.) |
|--------------|-------------------------|------------------------------|
| 1 | 2020-21 | |
| 2 | 2021-22 | |
| 3 | 2022-23 | |
| | Average Turnover | |

Certificate from the Statutory Auditor

This is to certify that ----- (name of the Applicant) has Annual Turnover in India, as shown above in the respective years.

Date:

(Signature, name, and designation of the authorized signatory)

Name and seal of the audit firm (Supporting financial statements and relevant documents are to be furnished.)

Annexure– VI: Format for Power of Attorney for Signing of Proposal

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint, and authorize Mr. / Ms (Name), son/daughter/wife of (name of the father/husband/mother) and presently residing at (address of the attorney), who is presently employed with us and holding the position of (position title), as our true and lawful attorney (hereinafter referred to as the "Attorney") to do, in our name and on our behalf, all such acts, deeds, and things as are necessary or required in connection with or incidental to the submission of our Proposal for the " Selection of Software Development Agency for Designing, Development, Hosting, Implementation, and Maintenance of Eco-Tourism Portal, Mobile App, and Social Media Management," proposed by the Department of Tourism, Government of Uttar Pradesh (the "Authority").

These acts, deeds, and things include, but are not limited to, signing and submission of all applications, proposals, bids, and other documents and writings, participating in Bidders' and other conferences, providing information/responses to the Department of Tourism, Government of Uttar Pradesh, representing us in all matters before the Department of Tourism, Government of Uttar Pradesh, signing and executing all contracts and undertakings consequent to the acceptance of our Proposal, and generally dealing with the Department of Tourism, Government of Uttar Pradesh in all matters in connection with, relating to, or arising out of our Proposal and/or upon award thereof to us.

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

IN WITNESS WHEREOF WE, (name of the firm), THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ (date) DAY OF ____ (month), 20____ (year).

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

Witnesses:

- 1.
- 2.

Accepted [Notarized] (Signature)
(Name, Title, and Address of the Attorney)

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

Annexure–VII: Format for Affidavit

(On Stamp paper of relevant value)

Date:

To,

**The Director General,
Tourism Government of Uttar Pradesh,
Lucknow**

Sub: Selection of Software Development Agency for Designing, Development, Hosting, Implementation, and Maintenance of Eco-Tourism Portal, Mobile App, and Social Media Management

Dear Sir,

"I/We _____ hereby declare that statements, project documents, credentials, documentary evidence, financial statements, and other tender documents in the proposal are true and authentic to the best of my/our knowledge. I/We have not incorporated any information not undertaken by us in the proposal. I/We, for the purpose of the said tender, have not forged, misrepresented, or misled any information that has not been undertaken by us. For the purpose of the evaluation, the Department of Tourism, Government of Uttar Pradesh, has the right to verify the authenticity of the proposal submitted by us.

I/We confirm that I/we have not been blacklisted, terminated, or debarred by Central or State Governments or PSUs or any of their agencies for any project. Further, it is also certified that I/We have not been found guilty of any criminal offense by any court of law.

I/We fully understand that in case of furnishing any false documents or statements, forging, misrepresentation, and producing misleading information in the proposal, and failure to abide by the terms and conditions of the tender, I/we are liable to any actions that may be taken against us by the Department of Tourism, Government of Uttar Pradesh.

Yours faithfully,

For and on behalf of (Name of Bidder)

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

Annexure–VIII: Financial Proposal Submission

Ref: Submission of Proposal against your RFP Reference No. _____

NOTE: Financial Proposal (quote) shall have to be given on of the GEM portal

Annexure–IX: Format of Performance of Bank Guarantee towards Performance Security,

Performance Guarantee

Ref No.....Bank Guarantee No.....Dated:.....

IN consideration of the Department of Tourism, Government of Uttar Pradesh (hereinafter called "DoT") having agreed; to exempt (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated made between and for (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs._____ (Rupees _____ only) we, _____ (indicate name of the Bank) (here in after referred to as "the Bank") At the request/contractor(s)/, do hereby undertake to pay to DoT an amount not exceeding Rs._____ Against any loss or damage caused to or suffered or would be caused to or suffered by DoT by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. "We _____ (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee, without any demur, merely on a demand from DoT stating that the claimed amount is due by way of loss or damage caused to or would be caused to or suffered by DoT by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement.
2. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____
3. We undertake to pay to DoT any money so demanded, notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) supplier(s) shall have no claim against us for making such payment.
5. We, _____ (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of DoT under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed office/Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..., we shall be discharged from all liability under this guarantee thereafter.

6. We, _____ (indicate name of the Bank), _____ further agree with DoT that DoT shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone, for any time or from time to time, any of the powers exercisable by DoT against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement. We shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act, or commission on the part of DoT or any indulgence by the Government to the said Contractor(s), or by any such matter or thing whatsoever which, under the law relating to sureties, would, but for this provision, have the effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s). We, (indicate name of the Bank)..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of DoT in writing.

Dated the _____ day of _____ for _____ (Indicate the name of Bank)

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The validity of the Bank Guarantee should be as mentioned in the RFP for "Selection of Software Development Agency for Designing, Development, Hosting, Implementation and Maintenance of Eco-Tourism Portal, Mobile App and Social Media Management".
3. The Bank Guarantee by Bidders will be given from Scheduled Bank only.

Annexure-X: Format for Joint Bidding Agreement for Consortium (To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, and having its registered office at} (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at} and (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {and SECOND} PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- A. Department of Tourism, Government of Uttar Pradesh (DOT), a body of the Government of Uttar Pradesh responsible to carry out commercial and promotional tourism activities for the state represented by Director General, Tourism, Government of Uttar Pradesh, having its principal office at Lucknow (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids") by its Request for Proposal No. dated(the "RFP") for award of contract for "Project Name....." on the face of ".....(the "Project").
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their

Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall perform all its obligations in terms of the Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Project Period
- b. Party of the Second Part shall be {Technical Member of the Consortium ;}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement

6. Shareholding in the SPV

- 6.1. The Parties agree that the proportion of shareholding among the Parties shall be as follows:

First Party:

Second Party:

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the project is completed including the operation and maintenance period and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1. This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.