

Tender

for

**Design, Development and
Maintenance of Website with
Bilingual support (Hindi &
English)**

**Uttarakhand State Disaster Management
Authority, Uttarakhand**

Ref No.:146/DMMC/XIV-385(2013)

Date: 13/05/2017

1. Invitation for Proposal

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Uttarakhand State Disaster Management Authority(USDMA) hereby invites Proposals for the Design, Development and Maintenance of Website for their Department. The RFP document is placed at website [https:// www.dmmc.uk.gov.in](https://www.dmmc.uk.gov.in)

Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Prospective bidders are advised to check the prequalification criteria before submission of bids.

1.1 Key Events and Dates

S.No.	Information	Details
1.	Advertising Date	13/05/2017
2.	Last date to send in requests for clarifications	20/05/2017
3.	Release of response to clarifications would be available at	The official website: https://dmmc.uk.gov.in
4.	Last date (deadline) for submission of bids	29/05/2017 5.00 pm
5.	Date Time and Place of opening of Technical proposals	30/05/2017 3.00 pm
6.	Date Time and Place of opening of Financial proposals.	Will be intimated later to qualified respondents

Other Important Information related to Bid

S. No.	Item	D
1.	Earnest Money Deposit (EMD) in the form of a Demand Draft in favour of Executive Director, DMMC payable at Dehradun	3 % of quoted price
2.	Bid Validity Period	90 days from the date of opening of Financial Bid
3.	Last date for furnishing Performance Security to USDMA (By successful bidders)	Within 02 weeks working days of the date of the work order issued by USDMA
4.	Performance Security value (Performance Bank Guarantee)	10% of contract value/ Bid value of
5.	Performance Security validity period	01 year after the Website goes live date

2. Instruction to Bidders

2. Instructions to Bidders

2.1 Introduction of Uttrakhand State Disaster Management Authority

Uttrakhand State Disaster Management Authority (USDMA) is a part of State Government and is a nodal institution for planning, co-ordination and monitoring for disaster prevention, mitigation, preparedness and management. USDMA lays down policies on disaster management for the state. It approves disaster management plan in accordance to the guidelines laid down by National Authority and co-ordinates its implementation. It provides guidelines and reviews the measures being taken for mitigation, capacity building and preparedness by the Government and issue guidelines as necessary. USDMA recommends provision of funds for mitigation and preparedness measures. Uttrakhand State Disaster Management Authority (USDMA) As per sub-section (1) of section 14 of Disaster Management Act 2005, the Uttrakhand State Disaster Management Authority (USDMA) was setup and notified. The Uttrakhand Disaster Management Authority is chaired by honorable Chief Minister of the State. The Minister of Finance, Revenue, Public Health and Family Welfare, Public administration and development, Commerce industry and employment, PWD and Home Department are the members of the USDMA.

State Executive Committee (SEC) As per subsection (1) of section 20 of Disaster Management Act 2005, the State Executive Committee of State Disaster Management Authority has been constituted to carry out the work of SDMA. The SEC is chaired by the Chief Secretary of Government of Uttrakhand.

The Authority has the mandate not only to take up the mitigation activities but also the relief, restoration, reconstruction and other measures. SDMA will be assisted by State Executive Committee.

The institutions/individuals responsible for implementing disaster management activities must have the necessary legal sanction and validity with requisite powers for managing emergency situations. The Government of Uttrakhand will adopt the legal framework provided under the National Disaster Management Act, 2005 that incorporates the roles of all relevant institutions responsible for managing disasters.

The State will constitute the State Disaster Respond Fund for management of disaster in the State. the 13th Finance Commission has recommended the merger of calamity relief fund with that of the state disaster respond fund. The modalities for application of this fund will be worked out in accordance with the provision of the Disaster Management Act. Audit Whenever any policy or programme is being implemented it is important to know the process and achievements. Generally the achievements are majored by assessing the utilization of fund for predefined activities. Audit is one of the important tools to know whether the proper utilization of fund has been done or not. In the State, whatever fund will be utilized for the Disaster Management, third party audit will be done.

2.2 Purpose

USDMA is intending to develop and implement bilingual (Hindi & English) website application that meets the below objectives.

The purpose of this Request for Proposal (RFP) is to seek the services of a reputed IT firm/agency, to design, develop, test, implement, operate and maintain the USDMA website for 03 years, commencing from the date when the system goes "live" or when the acceptance is accorded as per the Acceptance Criteria, whichever is later. This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work is provided in section 3 of this RFP document.

2.3 Consortium and Joint ventures

Consortium, Joint venture, Subletting, Sub-contracting and Outsourcing shall not be allowed.

2.4 Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in

the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

2.5 Proposal Preparation Costs

The bidder shall submit bid at its cost and, USDMA shall not be held responsible for any cost incurred by the bidder. Submission of bid does not entitle the bidder to claim any cost and rights over USDMA and USDMA shall be at liberty to cancel any or all bids without giving any notice.

All materials submitted by the bidder shall be the absolute property of USDMA and no copyright /patent etc. shall be entertained by USDMA.

2.6 Bidder Inquiries

Bidder shall send their written queries as prescribed in to the contact at which the bids are to be submitted. The response to the queries will be published on <https://dmmc.uk.gov.in> No telephonic/ emails queries will be entertained, this response of USDMA shall become integral part of RFP document.

2.7 Amendment of RFP Document

All the amendments made in the document would be published at <https://dmmc.uk.gov.in> shall be part of RFP.

The bidders are advised to visit the aforementioned website on regular basis for checking necessary updates. The USDMA also reserves the rights to amend the dates mentioned in this RFP for bid process.

2.8 Supplemental Information to the RFP

If USDMA deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

2.9 USDMA's right to terminate the process

USDMA may terminate the RFP process at any time and without assigning any reason. USDMA reserves the right to amend/ edit /add delete any clause of this Bid Document. However this will be informed to all and will become part of Bid/ RFP.

2.10 Earnest Money Deposit (EMD)

2.10.1 Bidders shall submit, along with their Bids, EMD of 3% of the project proposal in the form of a Demand Draft in favour of Executive Director, DMMC payable at Dehradun.

2.10.2 The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD.

2.10.3 The EMD shall be submitted in a separately sealed envelope subscribed as "EMD for BID" as mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.

2.10.4 Unsuccessful Bidder's EMD will be returned to the unsuccessful bidder within 60 days from the date of opening of the financial bid.

2.10.5 The bidder shall submit the Demand Draft from the bidders own banks account and the EMD shall be non-transferable.

2.10.6 The EMD may be forfeited:

- If a Bidder withdraws his bid or increases his quoted prices during the period of bid

validity or its extended period, if any; or

- In case of a successful bidder, fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the USDMA regarding forfeiture of the Bid Security shall be final & binding upon bidders.
- During the bid process, if any information is found false/ fraudulent/ malafide, then USDMA shall reject the bid and if necessary initiate action.

2.11 Authentication of Bid

Authorized person of the bidder who signs the bid shall have the authority letter from the bidder which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

In case of board resolution authorizing a person as the person responsible for the bid, the board resolution shall be submitted. The person accountable for the bid shall be the employee of the bidder till the end of contract period.

2.12 Language of Bids

This bid should be submitted in English language only.

2.13 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected.

2.14 Submission of Bids

The bids submitted by the Bidder shall comprise of the following three envelopes:

A) EMD – Envelope A

The bidder shall submit the EMD in Envelope A and super scribe on the sealed envelope “Envelope

‘A’: EMD for Bid”.

B) Technical Bid - Envelope B

The bidder shall submit the Technical Proposal in Envelope B and super scribe on the sealed envelope “Envelope ‘B’: Technical Proposal for Bid”. Please Refer Annexure 1 for guidelines for preparation of Technical Proposal.

- i. Proposal Covering letter- Refer Form 1.
- ii. Attested copy of the Memorandum and Articles of Association Byelaws/ Partnership Deed.
- iii. Audited Annual Financial Statements and Annual Report and Certified statement from the current Statutory Auditors of the bidder
- iv. Copy of Work Order & Customer satisfaction certificate should be attached.
- v. Self-Undertaking that the bidder has not been debarred/blacklisted by any Govt. / Semi-Govt. organization for quality of services/ product and there are no legal issues/ order prohibiting/ restraining the bidder to participate in the bid process.
- iii. Technical proposal.
- iv. Signed and stamped copy of the RFP document along with its annexures/ corrigendum/ documents, etc.
- v. Any other document to support the Bid.

C) Financial Bid – Envelope C

The bidder shall submit the Financial Proposal in Envelope C and super scribe on the sealed envelope “Envelope ‘C’: Financial Proposal for Bid”

1. The three sealed envelopes (A, B, C) containing EMD (A), Technical Bid (B) and Financial Bid (C) should be put in another single envelope and seal it. This envelope shall be super-scribed “**Design, Development, and Maintenance of USDMA Website**”. These envelopes are to be super-scribed with Tender number and Name of the Bidder.
2. The sealed cover thus prepared should also indicate clearly the Name, Address, Telephone number, E-mail ID and Fax number of the bidder to enable the Bid to be returned unopened in case it is declared "**Late**" at discretion of USDMA.
3. The bid should be a complete document and should be page numbered, indexed and bound as single set. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
4. Bids sent by Telex/Telegraphic/Tele-fax/email will be rejected.

2.15 Late Bids and Bid Validity Period

Any Bid received by USDMA after the deadline for submission of Bids shall be declared late and will be rejected, and returned unopened to the Bidder at the discretion of USDMA. The validity of the bids submitted in time shall be till 120 days from the date of opening of the Financial Bid.

2.16 Bid Opening

- Envelope A containing EMD shall be opened initially and if the EMD is as per the criteria then
- Envelope B shall be opened of the qualified bidders only.
- Envelope B containing Technical Proposal shall be opened in the presence of Bidder/ representatives of bidder who choose to attend, at the address, date and time specified in the RFP.
- Envelope C containing Financial Proposal will remain unopened and will be held in custody of
- USDMA until the time of opening of the Financial Proposals.
- At the end of the evaluation of the Technical Proposals, USDMA shall invite bidders who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by USDMA.

2.17 Evaluation Process

2.17.1 Bid Evaluation Committee

- The Bid Evaluation Committee constituted by the USDMA shall evaluate the bids.
- The Bid Evaluation Committee shall evaluate the Technical and Financial bids and submit its recommendation to Competent Authority whose decision shall be final.

2.17.2 Prequalification Criteria

The bidder shall fulfill all of the following eligibility Criteria:

S. N.	Pre-qualification Criteria	Supporting Document to be furnished
1	The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 with their registered	Certificate of Incorporation/ Registration
2	The bidder should be operating in the field of software development and providing software solutions in last three years.	Attested copy of the Memorandum and Articles of Association Byelaws/ Partnership Deed.
3	The bidder shall have minimum annual turnover of Rs. 20 Lacs in any of the last three years for Software Development.	Audited Annual Financial Statements and Annual Report and Certified statement from the current Statutory Auditors of the bidder
4	The bidder must have completed 3 assignments of websites/ portals/application development in a Public sector / Government environment with a value of not less than Rs. 1 Lakhs each.	Copy of Work Order & Customer satisfaction certificate should be attached.
5	The bidder should not currently have been blacklisted by any Government Agency or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance	Certificate from the current authorized signatory of the company.
6	The bidder should be an individual organization. Consortium shall not be allowed.	Certificate from the current authorized signatory of the company

2.18.3 Process of Evaluation

- Bidders who qualify on Envelope 'A' shall be considered for further Technical evaluation.
- Bidder shall be evaluated as per prequalification criteria mentioned at 2.19.2. The bidders who fulfill all the prequalification criteria will qualify for further Technical Evaluation.
- Amongst the bidders who are considered for financial evaluation, the bidder quoting the lowest will be preferably awarded the work at the discretion of USDMA.
- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.\

2.18.4 Financial Bid Evaluation

- USDMA shall evaluate Financial Proposals of eligible bidders. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.\

2.18.5 Award Criteria

- USDMA shall preferably award the Contract to the lowest identified Bidder at its discretion.

2.19 Performance Bank Guarantee

- (i) The Bidder shall at his own expense, deposit with department, within two weeks of the date of issue of Work order or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank acceptable to department, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- (ii) This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value.
 - All charges whatsoever such as premium, commission, etc. with respect to the Performance
 - Bank Guarantee shall be borne by the bidder.
- (iii) The performance bank guarantee shall be valid till the end of 01 years after the expiration of contract period and should be in the format prescribed in the tender.
- (iv) The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- (v) Department shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconception or misstatement.

2.20 Warranty

The warranty shall remain valid for 01 year after the after the go-live.

2.21 Payment Terms and Schedule

- 80% of the Grand Total fees to be paid on Go-Live and successful performance of website as directed by USDMA.
- Remaining 20% of the Grand Total payment shall be paid at the end of first quarter after Go-Live.

2.23 Penalty

- In case of delay in Design and development of Website (30 days), then a sum equivalent to 0.5 % percent of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
- Delay in excess of 06 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.

2.24 Force Majeure

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

- For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- If a Force Majeure situation arises, the Bidder shall promptly notify USDMA in writing of such condition and the cause thereof. Unless otherwise directed by USDMA in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.25 Non-Disclosure Agreement (NDA)

- Successful bidder has to sign the Non- Disclosure Agreement (Annexure 3) with USDMA.

3. Scope of Work

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USDMA reserves the right to amend/ add/ delete/ edit any of the following items of the scope of work at the cost of the bidder which shall be binding on the bidder.

Broad scope is to design, develop, implement and maintain USDMA website and manage social media tools like facebook, twitter with bilingual support (Hindi & English).

3.1 Background

The objective of the Portal is to ensure the following:

1. Providing easy, anywhere and anytime access to Government Services
2. Information dissemination as provided under in under RTI
3. Providing the contact detail of the Department.
4. Providing the status of various projects undertaken by USDMA.
5. To have a platform of interaction between USDMA and public at large.
6. To manage social media tools like facebook and twitter.

3.2 Components

The project shall be implemented within a period of maximum 90 days or earlier and it shall be followed by an Operations and Maintenance phase of 03 years from the date of Go-live. The broad components of the project are as follows:

- Design and development of Website- maximum 90 days
- Operation and Maintenance- 03 years after website is live
- Training to Departmental User- As per Department requirement.
- Handling social media accounts like facebook and twitter.

3.2.1 Design and Development of Website/ portal

3.2.1.1 Planning

Within one week from work order issued, the selected agency shall submit a detail project plan including the following:

- a) Project Organization and Management Plan
- b) Design and Development plan
- c) Pre-commissioning, Operational and User Acceptance Testing Plan
- d) Delivery and Installation Plan
- e) Training Plan
- g) Operations and management plan
- h) Task, Time, and Resource Schedules
- i) Technical Support Plan

3.2.1.2 Scope of Content

USDMA Portal will be the primary source of information for the Citizens and other stakeholders. It is thus important that comprehensive, correct and up to date information is made available over the portal USDMA Portal will have following type of contents.

A) Primary Content

Primary content shall be original content that is sought by target audience of the website which could be citizens, business community, overseas citizens or other government departments or even government employees.

This will include information about the department, various schemes & programs of the department, documents, form however not limited to these only. The section will

include:

- About Us - All information about the department, useful for the citizen and other stakeholders, is present in the "About Us" section and mechanism is in place to keep the information up to date.
- Profile of Sector/Region
- Programs & Schemes - The complete title of the Scheme is reflected, Website provides a complete description of the scheme along with the procedure for obtaining the associated benefits. The validity of the scheme has been mentioned.
- Services
- Application forms
- Act and Rules
- Documents
- Circular/Notifications
- Tenders& Notices, Recruitment
- News and Press Releases
- Contact details

The information shall be collected by the successful bidder from various officers of the USDMA within one 15 DAYS of the date of Work order

B) Secondary Content

- Secondary content is generated from the assortment, packaging of primary content to suit the requirement of different audience, events and occasions examples of such content are advertisements/banners/spotlight /media gallery/related sites.
-
- Special interest group corner
 - Events and Announcement
 - Discussion forums
 - Usage Policy
 - Related links
 - Spot light

Mechanism is in place to ensure that all out-dated announcements are removed from the website or moved to archive.

C) Tertiary content

Information about the 'primary' and 'secondary' content forms a part of the tertiary content. This includes:

- About the site
- Navigation aids sections such as online help, Site map, Search
- Terms and Conditions with respect to usage of content on the site
- FAQ
- User Feedback

- Help

3.2.1.3 General Requirements

Services: US DMA envisages providing multiple services to the stakeholders through the portal. These will include:

1. **Complaint Management:** Should have options for registering complaints online. Citizen Complaint– it should be Bilingual, Printable with Logo & as a letter head, e mail facility, Report generated.
2. **Search:** Citizen and portal users should be able to search within portal. The portal should provide metadata and ‘full text search’ based on search functionality. For providing search functionality the Portal should comply within defined processes for defining metadata, managing metadata schema changes and master data changes. Search must allow the archived content to be included (or excluded). Advanced search facility based on multiple filters should be provided. Search option should be bilingual
3. **Content Management:** Content Management Module - Dept. user shall able to upload the Content such as Photo, News, Contact detail etc. on website. Contents must be in Unicode format. Content Management System should have following features or capabilities:

Content Authoring, Publishing, Delivery, Content Storage Management, Content exit and Archival Should have preconfigured generic templates and workflows for the content management Distributed authorship of portal content across divisions.

Separation of content from presentation, which allows authors to focus on content rather than web design.

- Management of revision, approval, publishing and archiving processes in an easy and automated manner.
 - Management of revision, approval, publishing and archiving processes in an easy and automated manner.
 - Centralised template management for consistency within portal. Content repurposing for different audiences and different interfaces.
 - Facilitated metadata generation and management which enables effective content discovery.
 - Facilitated storage management of all types of content; text graphic, audio, video etc. In context contribution, purview, updates and approvals.
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 - Email notifications for automated content edits and reviews.
 - Native content conversion to web formats.
 - Both dynamic and scheduled publishing models.
 - should be able to be integrated with any workflow systems, which supports e-forms.
4. **Feedback:** Should have options for online filling the feedback form. Necessary field such as contact detail i.e. Name, address, City, Pin code, State, e-mail, Phone no. & Comment Box should be available. It should be Bilingual, Printable with Logo & as a letter head, e mail facility, Report generated.
 5. **Portal front:** The portal shall allow choice of themes, skins, pages and page layout. Allow administrator to integrate with the back-end systems.

3.2.1.4 Technical Requirements

1. Website should be developed with .in extension.
2. Website should run independent of IP Address. i.e. IP Addresses should be not be hard coded in the source code/configuration.
3. Website should be IPv6 compliant.
4. Website should be running on SSL i.e. http request should automatically get redirected to https
5. Website should be compatible to run on multi server environment for load sharing
6. Website should be compatible for accessibility from any device, any Operating System and any browser.
7. Platform used for Website such as OS, DB, Java, etc. software should be minimum N-1 where N is the latest version prevailing.
8. Intellectual Property Rights(IPR) should be with the USDMA.
9. CAPTCHA should be present for web pages with form field such as feedback form, registration form etc.
10. Logging to be enabled for Web Server / DB Server.
11. Password should not be hardcoded in any website configuration files or stored in plain text. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
12. Be able to operate on various Operating Systems like Windows, UNIX, LINUX, etc.
13. The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user.

To improve the experience of the Web on mobile devices and other handheld devices like iPad, tablets etc. the website needs to be developed with “One Web” concept. One Web means making, as far as is reasonable, the same information and services available to users irrespective of the device they are using.

Security Audit:

1. Security Audit Certificate to be mandated. Documentation of Source Code along with Administration/User Manuals needs to be submitted.
3. Any vulnerability found during the security audit, bidder has to close the same accordingly and ensure complete security audit done successfully.

3.2.4 Inspection and Testing

The inspection of installation of services shall be carried out to check whether the services are in conformity with the mentioned in the tender. The bidder will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the USDMA.

The project will be treated as “complete” only if:

- Handover to the Department is completed
- Final Source code along with Security Audit Certificate of the project along with detailed documentation and IPR is being transferred to DIT for State Software Repository.

3.2.5 Copyright

- Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of

- USDMA The Successful bidder will transfer to the Department all Intellectual Property Rights in the Software developed. The source code supplied to the Department shall at all times be a complete, accurate, and up-to- date copy corresponding exactly to the current production release of the software.

3.2.6 Operational Acceptance

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

- 1) Bidder must host the services from its own testing server.
- 2) The integration should be completed before the official launch of the application.
- 3) In the go-live phase, Bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with USDMA and validated by USDMA. Based on the test results, required changes will be carried out and tested. Post this, portal will be officially launched and operational acceptance will be complete.

The Successful bidder must agree to above criteria for complete system acceptance and further agrees that:

- It will provide without additional charge to USDMA and in a timely manner, all additional services and products not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance.
- In order to accept the system, USDMA must be satisfied that all of the work has been completed and delivered to USDMA with complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Bidder in the presence of USDMA.

3.2.7 Operations and Maintenance

- The Successful bidder shall maintain and Support the supplied software for a period of 03 year after the successful operational acceptance i.e. Post Go-live Warranty should be provided for 01 year, including:
- 03 year maintenance for the portal.
- Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.
- Providing all software updates and patches released by the hardware OEM, update and patch management, resolution of any issues/problems with the hardware etc
- Deploy adequate facilities management personnel to maintain the Portal as per the service level requirements including servicing/updation and maintenance of IT assets.
- Successful bidder shall provide a dedicated technical manpower (though not required to be deployed full time) during the period of the contract that should be present for discussions, important meetings and should act as one point contact for USDMA.

3.2.8

Service Levels Installation and Deployment Timelines		
SI No.	Milestone	T = Date of work order
1.	Preparation of study report	T + 15
2.	Portal Design and Development	T + 60
3.	Security Audit	T + 75
4.	Go Live of portal	T + 90

Annexure

Annexure 1 - Guidelines for Technical Proposal

Technical Proposal should comprise of the following:

- 1) A printed covering letter, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not, otherwise, edit the content of the proposal cover letter.
- 2) The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response.
- 3) Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. Department will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- 4) The bidder is expected to provide deliverables for the proposed solution as part of technical proposal without price quote. The deliverables as given in the technical solution should be in consonance with the financial proposal. Any deviations in the final deliverables between technical and financial proposals shall make the proposal as being unresponsive and may lead to disqualification of the proposal. Department reserves the right to take appropriate action in this regard.
- 5) The bidder must address the following in their project implementation strategy:
 - a) A detailed Project schedule and milestone chart.
 - b) Approach and Methodology of design, development and management of the Website.
 - c) Project Management tools proposed to be used for project.
 - d) Bidder's plan to address the key challenges of the project.
- 6) The technical proposal should address the following at the minimum:
 - a) The proposal should have information specific to USDMA Portal
 - b) Describe how the functional requirements will be translated into technical implementations, that is, it should map with the Functional Requirements Specifications.
 - c) Propose how availability, performance rates for the system will be measured and maintained
 - d) Project Management Plan including:
 - i. Team composition and Tasks assigned to be submitted in the format as enclosed in Form
 - ii. Implementation Methodology and Plan to include
 - Key implementation objectives, key deliverables and an implementation schedule for the same.
 - Roll-out Plan
 - Indication of Time Frame
 - Acceptance Testing Plan
 - Data Backup plan
 - Escalation Process during implementation
 - iv. Quality and Security Assurance Plan

- v. Training Plan
- vi. Hand holding, Operation and Maintenance Plan
- vii. Licensing details of software
- viii. Post Implementation Plan
- x. Escalation Mechanism on the bidder side.

Form 1: Covering letter with the Proposal in response to RFP Notice
(To be submitted on the Letterhead of the bidder)

To

Executive Director
Disaster Mitigation and Management Centre
Uttarakhand Secretariat
4 -Subash Road, Dehradun

Ref: RFP Notification no

Subject: Submission of proposal in response to the RFP for “Design Development and Maintenance Of USDMA Portal”.

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification no ____ for “Design Development and Maintenance of USDMA Portal” in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 90 days from the date of opening of financial proposals.
4. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
7. We understand you are not bound to shortlist / accept any or all proposal you receive.
8. We hereby declare that we qualify and fulfil all the Prequalification criteria mentioned at clause 2.17.2.

Our correspondence details with regards to this proposal are:

Sr No.	Information	Details
1	Name of responding firm	
2	Address of responding firm	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
4	Telephone no. of contact person	

5	Mobile no. of contact person	
6	Fax no. of contact person	
7	E-mail address of contact person	
8	Details of Demand Draft	
9	Date and No	
10	Name of Nationalized /Scheduled bank	
11	Amount: Rs.	

We are enclosing details of our company in the format as given in Form 2.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

(FIRM'S NAME)

Name Title Signature Date
Stamp of the Signatory

Form 2: Details of responding firm [In support of 2.17.2]

Sr. No.	Particulars	Details to be Furnished
1	Details of Responding Firm	
	Name	
	Address	
	Telephone	Fax
	Email	Website
2	Information about Responding Firm	

Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc)

Details of Registration (Ref eg., ROC Ref #)

Date

Ref #

Locations and addresses of offices (in India and overseas)

Certificates (Please attach copy) as required in the Prequalification and Technical Evaluation Criteria.

Form 3: Format of Performance Bank Guarantee

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the RFP notice with file no: ___ for “**Design Development and Maintenance of Portal for USDMA** (hereinafter called "the Proposal") to USDMA.

KNOW ALL by these presents that WE ----- of -----
----- Having our registered office at -----

----- (hereinafter called "the Bank") are bound unto the Uttarakhand State Disaster Management Authority (hereinafter called "the USDMA") in the sum of ----- for which payment well and truly to be made to the said USDMA, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common seal of the said Bank this ----- day of -----2017.

THE CONDITIONS of this obligation are:

- This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Respondent
- The performance bank guarantee shall be valid till the end of 1 year after the expiration of contract period with USDMA
- The Performance Bank Guarantee may be discharged/ returned by the USDMA upon being satisfied that there has been due performance of the obligations of the **Respondent** under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the Bidder being unable to service the contract for whatever reason,
- USDMA would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to the USDMA as compensation for any loss resulting from the **Respondent's** failure to complete its obligations under the Contract.
- USDMA shall notify the **Respondent** in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the **Respondent** is in default.
- SDMA shall also be entitled to make recoveries from the Respondent's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- We undertake to pay to the USDMA up to the above amount upon receipt of its first written demand, without the USDMA having to substantiate its demand, provided that in its demand the USDMA will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including three months after the expiry of period of contract, and any demand in respect thereof should reach the Bank not later than the above date. Any amendment in this context will be mutually acceptable by USDMA/ Bank/ Bidder.

Annexure 2 – Guidelines for Financial Proposal

1. Unless expressly indicated, bidder shall not include any technical information regarding the services in the financial proposal.
2. Prices shall be quoted entirely in Indian Rupees.
3. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The contract price shall be the only payment payable to the bidder for completion of the contractual obligations by the Bidder under the Contract, subject to the terms of payment specified in the contract. The price quoted would be inclusive of all taxes, duties, and charges and levies as applicable. Prices quoted for all Hardware and software shall be inclusive of supply at site, installation and commissioning. No extra payment on any account shall be admissible.
4. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

Form 4: Financial Proposal Submission Form

(To be submitted on the Letterhead of the bidder)
[Location, Date]

To
Executive Director
Disaster Mitigation and Management Centre
Uttarakhand Secretariat, 4 Subash Road
Dehradun

Ref: RFP Notification no

Subject: Submission of Financial proposal in response to the RFP for “Design Development and Maintenance of USDMA Portal”.

Dear Sir,

We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal for is for the sum of *[Insert amount(s) in words and figures]*. We are aware that any conditional financial offer will be outright rejected by USDMA. This amount is inclusive of taxes as listed at Form 5 (Consolidated Cost Summary) attached.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal i.e. 90 days from the date of opening of financial bid.

We are aware that USDMA reserves the right to accept or reject any or all bids without assigning any reasons thereof.

Yours sincerely,

Authorized Signature *[In full and initials]*: Name and Title of Signatory:

Name of Firm:

Stamp of the Signatory:

Form 5: Details for Financial Proposal

Consolidated Cost Summary (Inclusive of taxes)

	Item-wise amounts (Inclusive of Taxes)	Amount in Figure (Rs.)
A	Design, Development, Testing, handling and implementation Cost	
B	Operation and Maintenance Cost for 03 year after Go- live	
C	Grand Total for Design, development, testing, implementation, operations and maintenance inclusive of Taxes (A+B)	
Grand Total in Words: (This figure shall be used for evaluation of financial proposals)		

Form 6: Format of providing citations

S.No.	Items	Guidelines	Attachment Ref. No for details
1.	Name of the Project		
2.	Date of Work order		
3.	Client Details		
4.	Scope of Work	Provide Scope of Work: Highlight Key Result Areas expected and achieved	
5.	Contract Value	Provide particulars on Contract value assigned to each major phase and milestone	
6.	Complete Project Duration	Provide particulars on the total time taken on completion of the project including time details on various activities	

Annexure 3 - Non-Disclosure Agreement

This Non-Disclosure Agreement ("Non-Disc") is made and entered into _____ day of _____ month _____ year (effective date) by and between _____ ("USDMA") and _____ ("Company"). Whereas, Department and Company have entered into an Agreement ("Agreement")_effective ____ for _____; and Whereas, Each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- (a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- (b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- (c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- (c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/ customers database, Proposals developed by

or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;

- (d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - (e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - (f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- (a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - (b) After it has become generally available to the public without breach of this Agreement by Company; or
 - (c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - (d) Which Department agrees in writing is free of such restrictions.
 - (e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including

reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Secretary, Department of Disaster Management, Uttarakhand Government.
 - (a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - (b) The place of arbitration shall be Uttarakhand.
 - (c) The arbitrator's award shall be substantiated in writing and binding on the parties. (d) The proceedings of arbitration shall be conducted in English language.
 - (e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Uttarakhand, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of

the parties hereto and their respective successors and permitted assigns.

15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to 03 years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For USDMA,

For Company

Name:

Name:

Title:

Title :

WITNESSES:

1

2

Sr. no.	List of Document	Enclosed/Not Enclosed
Envelop A: EMD		
1	Demand Draft of Rs - as Earnest Money Deposit	
Envelope B: Technical Proposal		
2	Signed and stamped copy of the original RFP document	
3	For Pre-qualification Criteria 1: Certificate of Incorporation/ Registration	
4	For Pre-qualification Criteria 2: Attested copy of the Memorandum and Articles of Association Byelaws/ Partnership Deed.	
5	For Pre-qualification Criteria 3: Audited Annual Financial Statements and Annual Report and Certified statement from the current Statutory Auditors of the bidder	
6	For Pre-qualification Criteria 4: Copy of Work Order & Customer satisfaction certificate should be attached.	
7	For Pre-qualification Criteria 5: Certificate from Certifying/Auditing agency or Certificate from the current authorized signatory of the company	
9	For Pre-qualification Criteria 7: Certificate from the current authorized signatory of the company	
10	For Pre-qualification Criteria 8: Certificate from the current authorized signatory of the company	
11	Technical Bid Covering Letter	
11	Project Plan (Approach and methodology)	
12	Any other Document	
Envelop C: Financial Proposal		
12	Financial Bid Covering Letter	
13	Details for Financial proposal	