

Directorate of Tourism, Government of Maharashtra



Request for Proposal

For

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

Government of Maharashtra

**Director
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road, Churchgate, Mumbai-400020
E-mail: diot@maharashtratourism.gov.in**

DATE: 24th August 2020

E-TENDER NOTICE

No.DOT/Publicity/IT/Website/108/01/2020

INVITATION OF TENDER FOR SELECTION OF A SOLUTION PROVIDER FOR THE IMPLEMENTATION OF A WEBSITE FOR THE DEPARTMENT OF TOURISM, GOVERNMENT OF MAHARASHTRA, AND DEVELOPMENT OF A MOBILE APPLICATION FOR MAHARASHTRA TOURISM.

The Directorate of Tourism, Government of Maharashtra intends to design & develop their official website <https://www.maharashtratourism.gov.in> to form a comprehensive web content management system (WCMS) based website of the Directorate of Tourism, Government of Maharashtra and implementation that must be cross browser and cross platform , migrate the existing content from the existing website of <https://www.maharashtratourism.gov.in> to the new website and develop a unified mobile application for Maharashtra Tourism.

The Department proposes to shortlist a solution provider to achieve a stage of Go-Live for an envisaged official website within 22 weeks of start of the project.

Through this RFP, DOT intends to select a solution provider by following competitive bidding process to design, develop, implement, operate and maintain a responsive mobile friendly, lightweight, interactive, stakeholder friendly and dynamic website for Directorate of Tourism, Government of Maharashtra.

Interested Agencies may contact on any working day between 10:30 to 16:00 Hrs. at the above address. Bid Documents can be downloaded online from **24th August 2020**. For detailed tender notice and to download bid document please visit Website given below.

<http://mahatenders.gov.in>

The last date for submitting of Bid form duly filled: **11th September 2020** till 13:00 Hrs. The Department reserves the right to accept/reject any offer, without assigning any reason whatsoever.

1. **Name:** Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism
2. **EMD:** Rs. 5,00,000/- (Five Lakh Rupees Only)
3. **Online Tender Form Fee:** Rs. 25,000/- (Twenty Five Thousand Only) Non Refundable

Director
Directorate of Tourism,
Government of Maharashtra

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Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

N/A

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

N/A

DISCLAIMER

1. While this Request for Proposal document ("RFP") has been prepared in good faith, neither the DOT nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
2. This document is not transferable, and this RFP does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources
3. Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
4. The DOT may modify, amend, reject or supplement this RFP document in accordance with norms and procedures and as per the requirement of the project. The DOT reserves the right to waive any irregularity in the proposal (RFP) and the DOT makes it clear that the RFP is not an offer/ Agreement.
5. Neither the DOT nor its employees shall be liable to any Bidder or any other person under any law including the law of Agreement, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the Agreement, or any other information supplied by the DOT or their employees or consultants or otherwise arising in any way from the selection process for the award of the Agreement for the Project.
6. The DOT is not bound to accept any or all the Proposals. The DOT reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against the DOT or its officers, employees, successors or assignees for rejection of his bid. The RFP submitted by the bidder will be the property of the DOT.

Glossary

Terms	Definitions
DOT	Directorate of Tourism, Government of Maharashtra
GoM	Government of Maharashtra
IT	Information Technology
RFP	Request for Proposal
EMD	Earnest Money Deposit
SLA	Service Level Agreement
PBG	Performance Bank Guarantee
GCC	General Condition of Contract
NDA	Non-Disclosure Agreement
PM	Project Management
MIS	Management Information System
MTDC	Maharashtra Tourism Development Corporation
BI	Business Intelligence
DD	Demand Draft
SI/ SP	Bidder/ Service Provider
ICT	Information Communication Technology
ITB	Instructions to bidder
SSO	Single Sign-On
WCMS	Web Content Management System

Section: 1

Invitation for Proposal

1 Invitation for Proposal

1. DOT hereby invites Proposals from reputed, competent and professional Information Technology (IT) companies, who meet the Pre-qualification as specified in this bidding document for the "Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism" as detailed in Section 2.25 of this RFP document.
2. The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode only.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. Bidders are also advised to refer "e-tendering tool kit for bidder" available at <https://udd.maharashtra.etenders.in> for further details about the e-tendering process.
5. Bidder is 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.
6. Bidder 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.
7. Prospective bidders are advised to check the minimum qualification criteria before participating in the bidding process. This RFP document is not transferable and the name of the bidder who purchases and submits the same bid shall be unchanged.

1.1 Key Events and Dates

The summary of various activities with regard to this invitation of bids are listed in the table below:-

Sr. No.	Particular	Details
1.	Advertising Date	24th August 2020
2.	Name of the project	RFP for "Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism"
3.	Project Period	Three Years starting from the Actual date given in the work order
4.	Bid Procedure	Two Part (Technical & Financial), Open competitive bid
5.	RFP Document Download Start Date & Time	From 24th August 2020 at 11:00 HRS (IST) to 11th September 2020 till 13:00 HRS
6.	Website for downloading Tender Document, Corrigendum's, Addendums etc.	https://mahatenders.gov.in

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Sr. No.	Particular	Details
7.	Last Date for submitting pre-bid queries as per the format given in section 5.6. Pre-bid queries to be submitted only over email to "diot@maharashtratourism.gov.in"	31st August 2020 till 3.00 pm
8.	Last date (deadline) for Submission of bids	11th September 2020 till 13:00 HRS
9.	Date and time of opening of Technical bids	14th September 2020 after 15:00 HRS
10.	Date and time for opening of Commercial bids	Will be intimated later to the qualified bidders
11.	Declaration of Successful bidder and release of work order	To be informed later.
12.	Detail of the contact person and Address at which sealed bids are to be submitted	Office of The Director Directorate of Tourism Apeejay House, 4 th Floor, 3 Dinshaw Vacha Road, Churchgate, Mumbai-400020. Tel: 022-22044040 Fax: 022-22024521 E-mail: diot@maharashtratourism.gov.in

1.2 Other Important Information Related to Bid

Sr. No.	Item	Description
1.	Earnest Money Deposit (EMD) - Online	Rs. 5,00,000/- (Rupees Five Lakhs Only)
2.	RFP Document Fee to be paid via Online Payment Gateway mode only.	Rs. 25,000/- (Rupees Twenty Five Thousand Only) Non Refundable
3.	Bid Validity Period	One twenty (120) days from the date of submission of the bids
4.	Last date for furnishing Performance Security to DOT (By successful bidder)	Within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the work order issued by DOT
5.	Performance Security value (Performance Bank Guarantee)	3% of contract value/ Bid value of successful bidder (i.e., Rs.15,00,000/-) Rs.Fifteen Lakhs Only)
6.	Performance Bank Guarantee (PBG) validity period	PBG should be valid till for 180 days from the end of contract
7.	Last date for signing contract	As intimated in work order of DOT

Section: 2

Instructions to Bidders

2 Instructions to Bidders (ITB)

2.1 Introduction of Maharashtra Tourism

Maharashtra – Nation within a Nation is the third largest state in the country, both in terms of population and area. The state capital city of Mumbai, one of the largest and most vibrant cities in the world is also the financial and entertainment capital of the country.

Maharashtra is one of the few regions in the world which offers multiple types of destinations for its tourists. It has long coastline of 720 kilometers along the lush green Konkan region. The Western Ghats and the Sahyadri mountain range offer hill stations and water reservoirs with semi-evergreen and deciduous forests. And, the Vidarbha region of Maharashtra, with its dense forests, is home to several wildlife sanctuaries and nature parks.

The state is also blessed with a rich history, tradition and culture, which is evident through its world class ancient forts and monuments, ancient cave temples and pilgrimage centers. The state is the leader in the country with respect to foreign tourist arrivals (20.8%) into India and one of the leading states for domestic tourist visits (7.2%).

The primary mission of DOT is to achieve:

- Sector growth of 10% per annum and share of 15% in GSDP through tourism and tourism related activities.
- Create 1 million additional jobs in the tourism sector
- Develop an integrated 360-degree marketing plan
- Develop a world class website for Maharashtra tourism
- Develop brand equity of the state through theme-based tourism
- Develop path breaking innovation leveraging Information Technology including mobile usage, digital content creation and sharing

Information technology has emerged as the biggest influence in recent times with specific areas of lifestyle penetration and benefit. In order to harness the potential of IT in tourism, the Directorate of Tourism proposes to develop a “State of the Art” website to take a holistic 360- degree approach as a means of escalating tourism awareness, attraction and experience delivery.

2.2 Purpose of RFP

This RFP has been published to seek the participation of interested bidders who can provide an effective online presence to the Directorate of Tourism, Govt. of Maharashtra which includes the following objectives:

- Provide an interactive and engaging experience for all visitors landing on the website of Maharashtra Tourism
- Make the Maharashtra Tourism portal a one-stop-shop for all tourists planning to visit Maharashtra's destinations by providing complete information on destinations and enabling end to end planning.
- Improve traffic to the portal and eventually improve tourist traffic into State.
- Provide a personalized experience to website visitors based on the user insights and feedback from multiple sources
- Track & measure each & every visitor on the website to understand the intent & behavior to identify key target segments
- To provide an interactive & responsive user centric design & content strategy that presents the

best story of Maharashtra and distinguishes its site from the competition.

- Enrich the website content by enabling users to share their experiences and information.
- Digital Media initiatives for Branding and promotion of Tourism to develop Maharashtra as one of the most preferred tourist destinations and to place it prominently on the domestic & international tourism map.

Towards achieving the above objectives, the Directorate of Tourism intends to engage a professional IT Agency having in house capabilities and capacity to provide services including for web portal development, content management services, branding, promotions, and social media management, etc. Interested professional IT agencies may submit bids as per details given below.

2.3 Cost of RFP (Tender Fee)

The qualified bidders are requested to deposit the tender fee through online payment gateway through e-tendering portal. Bidders are advised to make online payment at least 3 days prior to submission timeline to avoid any banking transfer delays. The receipt of the same shall be uploaded during the online submission of bid document. Tender fee is non-refundable.

2.4 Transfer of RFP

The RFP Document is not transferable to any other bidder. The bidder who purchases the document and submits shall be the same.

2.5 Consortium, Joint Ventures and Subcontracting

Consortium, Joint Ventures and Sub Contracting is not allowed.

2.6 Completeness of Response

1. 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.
2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

2.7 Proposal Preparation Costs

1. The bidder shall submit the bid at its own cost and DOT shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over DOT and the DOT shall be at liberty to cancel any or all bids without giving any notice.
2. All materials submitted by the bidder shall be the absolute property of DOT and no copyright /patent etc. shall be entertained by DOT, GoM.

2.8 Bidder Inquiries

Bidder shall E-Mail their queries at above mentioned E-Mail address as prescribed in the Section 5.6. The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic / queries will be entertained thereafter. This response of DOT shall become integral part of RFP document. DOT shall not make any warranty as to the accuracy and completeness of responses.

2.9 Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
2. The bidders are advised to visit the aforementioned websites / portal on regular basis to check for necessary updates. DOT also reserves the right to amend the dates mentioned in this RFP.

2.10 Supplementary Information to the RFP

If DOT 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.

2.11 Directorate of Tourism's right to terminate the process

DOT may terminate the RFP process at any time and without assigning any reason. DOT reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-Tendering portal.

2.12 Earnest Money Deposit (EMD)

1. Bidders shall submit, EMD of Rs. 5,00,000 (Rupees Five Lakh only) through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder's EMD will be returned within 90 days from the date of opening of the financial bid. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 3% of Total Contract Value in the format provided in Annexure I of the RFP.
3. No interest will be paid by DOT on the EMD amount and EMD will be refunded to the all Bidders (including the successful Bidder) without any accrued interest on it.
4. The Bid submitted without EMD, mentioned above, will be summarily rejected
5. The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then DOT shall reject the bid and, if necessary, andz may initiate an action.

2.13 Authentication of Bid

1. The original copy (hard copy) of the Bid Document shall be signed, stamped and submitted along with the bid. Authorized person of the bidder who signs the bid shall obtain 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.
2. Registered Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the 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 remain the full-time employee of the bidder till the end of contract period.

2.14 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at DOT's discretion.

2.15 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and DOT is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. DOT shall give notice to the successful bidder of any such claim and recover it from the bidder if required. DOT will have the Intellectual Property rights of the customization work which will be taken up during SRS Stage.

2.16 Data/Documents Prepared by the Successful Bidder to be the Property of the DOT

All plans, specifications, reports, other documents, patent and data shall be absolute property of DOT. The Successful Bidder shall not use this information anywhere, without taking permission, in writing, from the DOT and the DOT reserves right to grant or deny any such request.

2.17 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 are liable for rejection.

2.18 Submission of Bids

Complete bidding process will be online (e-Tendering) in two envelope system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Envelope A: Pre-Qualification Proposal (Pre-Qualification Bid)	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in Section 5 of the RFP. Each page of the Pre-Qualification Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Pre-Qualification Proposal should be submitted through online bid submission process only.
Envelope B: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in in section 6 of this RFP Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Technical Proposal should be submitted through online bid submission process only.
Envelope C: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section 7 of the RFP. Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through online bid submission process only.

The following points shall be kept in mind for submission of bids:

1. DOT shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
2. The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
3. DOT may seek clarifications from the Bidder on the filter criteria. Any of the clarifications by the Bidder on the pre-qualification proposal should not have any commercial implications. The financial proposal submitted by the Bidder should be inclusive of all the items in the pre-qualification criteria and should incorporate all the clarifications provided by the Bidder on the pre-qualification proposal during the evaluation of the offer.
4. Financial Proposal shall not contain any technical information, and vice versa.
5. If any Bidder does not qualify the Pre-qualification stated in Section 2.25 of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the pre-qualification criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
6. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which DOT reserves the right to reject the proposal.
7. Proposals sent by fax/ post/ courier shall be rejected.

2.19 Late Bids and Bid Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 120 days from the date of submission of the proposal.

2.20 Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

2.21 Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the DOT.

2.22 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

2.23 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids
2. DOT reserves the rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in two stages.
4. In the first stage, Pre-qualification of proposals shall be opened and evaluated as per the criteria mentioned in Section 2.25 of the RFP.
5. In the second stage, Technical Proposals of those Bidders, whose qualify pre-qualification, shall be opened. All Bids shall be opened in the presence of Bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address
6. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for DOT, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, DOT will continue process and open the bids of the all bidders
7. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. DOT has the right to reject the bid after due diligence is done.

2.24 Evaluation Process

1. The Tender Evaluation Committee constituted by the DOT shall evaluate the bids.
2. The Tender Evaluation Committee shall review the prequalification proposal of the Bidders to determine whether the requirements as mentioned in Section 2.25 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification proposal meets the requirements shall be selected for opening of the technical proposal.
3. The Tender Evaluation Committee shall review the Technical Proposal of the prequalified Bidders to determine whether the technical proposals are substantially responsive. Bids that are not

substantially responsive shall be disqualified and the Tender Evaluation Committee reserves the right to seek clarification if required.

4. The Tender Evaluation Committee shall assign a Technical score to the Bidders based on the Technical evaluation criteria detailed in the RFP. The Bidders with a technical score above the threshold as specified in Section 2.29 of the RFP shall technically qualify for the commercial evaluation stage.
5. The financial proposals of the technically qualified Bidders shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
6. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
7. Please note that the Tender Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process.

2.25 Pre-Qualification Criteria

S No	Basic Requirements	Eligibility Criteria	Document to be submitted
PQ1	Legal Entity	The Bidder should be a company registered under the Companies Act, 1956 and should be in existence in India for at least the last 5 years as on date of submission of the bid.	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration • Copy of GST registration number. • Copy of PAN Card
PQ2	Turnover form IT/ITeS	The bidder should have minimum average annual turnover of INR 45 Crores from IT/ITeS in last three financial years (FY 16-17, FY 17-18, FY 18-19)	<ul style="list-style-type: none"> • Copy of the audited Balance Sheet and Profit & Loss Statement of the company • Certificate from the Chartered Accountant clearly stating the turnover from IT/ITes Services
PQ3	Net worth	The bidder should have a positive net worth for the last 3 financial years (FY 16-17, FY 17-18, FY 18-19)	<ul style="list-style-type: none"> • Certificate from the Chartered Accountant clearly stating the net worth

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

S No	Basic Requirements	Eligibility Criteria	Document to be submitted
PQ4	Technical Capability	<p>The Bidder must have experience in implementation of at least two IT / ITeS projects of amount not less than Rs. 3 Crores each which includes Website & Mobile Application Development, Software Support, training, support manpower & maintenance involving services to any state / central government organization in India during the last five financial years</p> <p><i>Note: Only projects that have gone-live and at least one phase of project has been completed will be considered.</i></p>	<p>Work order + Completion Certificates from the client</p> <p>In case of Ongoing projects, the total work order value must comply with criteria mentioned in this clause of RFP and the cited project must have gone live and bidder must produce the client certificate stating completion of at least one phase of Project</p> <p>Note: Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value.</p>
PQ5	Bidder Experience	<p>The Bidder should have conceived and executed atleast 2 IT/ITeS projects of similar scope relating to Tourism promotion and marketing during the last five years</p>	<p>Work order + Completion Certificates from the client</p> <p>In case of Ongoing projects, the total work order value must comply with criteria mentioned in this clause of RFP and the cited project must have gone live and bidder must produce the client certificate stating completion of at least one phase of Project</p> <p>Note: -Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value.</p>
PQ6	Certification	<p>The Bidder should have the following valid certifications as on the date of submission of the bid</p> <p>i. CMM/CMMI Level 3 or above in services and development AND</p> <p>ii. ISO 27001-2013 & above OR ISO 9001:2008 & above</p>	<p>Copy of valid certificates/reports as on date of submission of Bid</p>

S No	Basic Requirements	Eligibility Criteria	Document to be submitted
PQ7	Blacklisting	The Bidder should not be debarred/blacklisted by any Government/PSU in India for failure to perform or deliver services as on date of submission of the Bid.	A self-certified letter in the format provided in section 5.5, signed by the Authorized Signatory of the Bidder.
PQ8	OEM Leadership Criteria	<ol style="list-style-type: none"> i. Existence in India <ul style="list-style-type: none"> • Proposed OEM should have presence in India ii. OEM Leadership Criteria: <ul style="list-style-type: none"> • Proposed OEM should be under leader quadrant in Gartner's magic quadrant / Forrester Wave Report / IDC Marketscape in Web Content Management, for the last 3 years (FY 16-17, FY 17-18, FY 18-19) 	<ol style="list-style-type: none"> i. Supporting Document: Self Certification from OEM on their company letterhead ii. Supporting Document : Relevant reports of Gartner / Forrester / IDC.

2.26 Evaluation of Prequalification Proposals

1. Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Pre-Qualification criteria evaluation.
2. Bidder shall be evaluated as per Pre-Qualification criteria mentioned at 2.25. The bidders who fulfil all the Pre-Qualification criteria shall qualify for further Technical evaluation.

2.27 Evaluation of Technical Proposals

The evaluation of the Technical Proposals will be carried out in the following manner:

1. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for Technical evaluation.
2. At any time during the Bid evaluation process, the Tender Evaluation Committee may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
3. DOT reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the pre-qualification process.

2.28 Technical Evaluation Methodology

1. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 2.29).
2. In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall **technical score of 70 (Seventy)**.
3. The financial proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
4. DOT reserves the right to accept or reject any or all bids without giving any reasons thereof.
5. DOT shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

2.29 Technical Evaluation Criteria

Sr. No.	Criteria	Evaluation parameters	Max. Marks	Documents Required
Relevant Experience (70 Marks)				
TQ1	The bidder should have executed at least 2 IT/ ITeS projects of similar scope of value above Rs. 3 Crores each involving services to Indian Govt./ PSU in the last 5 years	2 projects: 5 marks 3 projects: 7 marks >=4 projects: 10 marks	10	Work order + Completion Certificates from the client In case of Ongoing projects, the total work order value must comply with criteria mentioned in this clause of RFP and the cited project must have gone live and bidder must produce the client certificate stating completion of at least one phase of Project. Note: Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value.
TQ2	The bidder should have executed minimum one project above Rs. 3 Crores involving development of a portal with an integrated enterprise application and customised workflows in the last 5 years within India and minimum one project providing post implementation Help Desk support for more than a minimum of 1 year in India	1 project: 5 marks >=2 projects: 10 marks	10	Work order + Completion Certificates from the client In case of Ongoing projects, the total work order value must comply with criteria mentioned in this clause of RFP and the cited project must have gone live and bidder must produce the client certificate stating completion of at least one phase of Project. Note: Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value.
TQ3	The bidder should have executed a Web portal and mobile application development for a State / Central	2 projects: 10 marks 3 projects: 12 marks >=4 projects: 15 marks	15	Work order + Completion Certificates from the client In case of Ongoing Projects, the bidder must produce the documentary evidence that the

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Sr. No.	Criteria	Evaluation parameters	Max. Marks	Documents Required
	Government / International Governmental Organization / Private Organization in the Tourism Sector			cited project must have gone live and bidder must produce the client certificate stating completion of at least one phase of Project. Note: Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value.
TQ4	OEM solution/s for the development platform must have been implemented in minimum three projects in government organizations/ public sector undertakings/ private organizations in India in the last 5 financial years.	3 projects: 5 marks 4 projects: 7 marks >5 projects: 10 marks	10	Work order or completion certificate or Self certification (on Company Letter Head) from OEM stating the criteria mentioned in this clause of RFP.
TQ5	Proposed OEM solution should have been implemented in at least two national / state tourism department in India or two national tourism departments across globe	2 projects: 10 marks 3 projects: 12 marks >4 projects: 15 marks	15	Work order or completion certificate or Self certification (on Company Letter Head) from OEM stating the criteria mentioned in this clause of RFP.
TQ6	Experience in developing and updating web contents in minimum 3 Indian and 3 international languages	1 project: 5 marks 2 projects: 7 marks >=3 projects: 10 marks	10	Work order + Completion Certificates from the client Note: Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value and the languages.
Presentation & Demo (30 Marks) - To be conducted by Evaluation Committee				
TQ7	Understanding of Scope of Work and	-	10	-

Sr. No.	Criteria	Evaluation parameters	Max. Marks	Documents Required
	Proposed solution			
TQ8	Approach, Methodology, and Project Roll-out Plan	-	5	-
TQ9	Operation and Maintenance Plan	-	5	-
TQ10	Scalability of proposed solution to handle increased no of users	-	5	-
TQ11	Website concept and Illustrative User Interfaces	-	5	-
		Total	100	

2.30 Instructions for Resources

1. The Bidder is required to provide the CVs for each of the positions specified in Annexure II. Only 1 CV must be provided for each profile mentioned.
2. CVs of all resource persons proposed MUST be furnished in the format given at Annexure II (Max 3 pages per CV).
3. Only the relevant Projects of each resource person may be detailed in the CV.
4. Each profile shall be signed by the resource (of whom the profile is submitted) and the authorized Signatory of the Bidder. If the signature of the resource cannot be obtained, the Authorized Signatory, in each profile shall mention and certify that he has obtained the consent of the respective employee on the accuracy and completeness of qualifications, experience and other details specified in the profile.
5. The Tender Evaluation Committee may, at its discretion, request the Bidder to provide additional details with respect to any or all of the personnel proposed, if required in the evaluation process.
6. The Successful Bidder shall confirm the availability of the team members as proposed in the technical proposal.
7. Changes or Substitutions of the Project Manager shall not be considered for first 6 months. In case, replacement is required later, the Selected Bidder shall notify DOT in writing at least 15 (Fifteen) days in advance, for prior approval, stating: the reason for replacing the person(s), originally assigned to the project the names and signed curriculum vitae (CV) of the proposed equivalent replacement. DOT may also request replacement with valid reason.

2.31 Financial Bid Evaluation

1. The financial proposal of only the technically qualified Bidders who have scored 70 or above shall be opened for the evaluation.
2. Of all the financial proposal opened, the Bidder whose financial proposal is lowest (hereby referred to as **L1 Bidder**) shall be considered eligible for negotiations and award of contract after the negotiations.

3. 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.
4. In case, it is found that more than one Bidder has quoted the lowest, then the Bidder with highest technical score among the L1 bidders, shall be considered eligible for negotiations and award of contract. However, the decision of the Director, DOT, in such cases shall be final and binding on all the Bidders.

2.32 Negotiations

DOT reserves the right to carry out negotiations with the L1 Bidder on the technical and financial proposal. DOT may further discuss the details of the approach and methodology to be adopted by the Bidder on the Project over and above the minimum requirements of the RFP keeping in mind the interest of the Project.

2.33 Award of Contract

2.33.1 Award Criteria

1. The work shall be awarded to the bidder whose commercial Offer shall be determined to be L1, the lowest evaluated valid offer.
2. However, the Managing Director, DOT reserves the right to further negotiate the prices quoted by the L1 bidder while awarding the contract.

2.33.2 DOT's Right to accept any Bid and to reject any or All Bids

DOT reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for DOT's action.

2.33.3 Letter of Intent

Prior to the expiration of the period of bid validity, DOT will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Acceptance will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Security, DOT will promptly notify each unsuccessful Bidder.

2.33.4 Signing of Contract

DOT shall notify the successful bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with DOT within the time frame mentioned in the Letter of acceptance to be issued to the successful bidder by DOT.

2.33.5 Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event DOT may invite the next best bidder for negotiations or may call for fresh RFP.

2.34 Performance Bank Guarantee

1. This Performance Bank Guarantee (hereinafter referred to as "PBG") will be for an amount equivalent to 3% of the total contract value. i.e., 15 Lakhs (Rupees Fifteen Lakhs only) "PBG" should be of Nationalized Bank.
2. PBG amount will be refunded after completion of the project.
3. PBG would be discharged/ returned by DOT upon being satisfied that there has been due performance of the obligations of the Bidder under the contract at the end of the contract/completion of the project. However, no interest shall be payable on PBG.
4. In the event of the Bidder being unable to service the contract for whatever reason DOT would forfeit the PBG. Notwithstanding and without prejudice to any rights whatsoever of DOT under the contract in the matter, the proceeds of the PBG shall be payable to DOT as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. DOT shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
5. DOT shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, and misstatement.

2.35 Non-Disclosure Agreement (NDA)

Successful bidder has to sign the Non- Disclosure Agreement (ANNEXURE III) with DOT.

Section: 3

Scope of Work

3 Scope of Work

The Directorate of Tourism wishes to engage a vendor for Selection of Solution Provider for the following:

- A. Design, development, operation and maintenance of website for DOT (hereafter referred to as "Service Provider", "Selected Agency", "Vendor", and "Bidder")
- B. Design, development, integration, operation and maintenance of a mobile application for DOT (hereafter referred to as "Service Provider", "Selected Agency", "Vendor", and "Bidder")

3.1. Detailed Scope of Work

The selected Bidder shall be responsible for end to end managed services for design, development and implementation of the website and mobile app, and provide necessary maintenance support services for a period of 3 years.

The Selected bidder shall take over the current domain of www.maharashtratourism.gov.in and design the new website on the same domain name and develop a new mobile app for DOT, by using state-of-the-art technology in consultation with various stakeholders.

The selected bidder shall perform the following brief scope of activities where bidder has to

1. Designing the website to make the site responsive
2. Adopt the existing domain of www.maharashtratourism.gov.in
3. Takeover the current website (software, licenses, etc.) in coordination with the existing vendor
4. Design & Development of a new website with the extant domain www.maharashtratourism.gov.in for the department of tourism which is compliant to GIGW and other international guidelines, rich in content including easily downloadable high resolution images, e-brochures, videos and other multi-media content and compatible on all digital platforms
5. Develop an inbuilt Content Management System, conceptualized to allow t data/information in specified range of the then need
6. Updation of information available on site and constant monitoring and uploading of information
7. Customer Relationship Management functionality to keep users informed about latest events, festivals, packages, delights etc., with the help of newsletters, Electronic Mailers etc. as well as maintaining easy to use and comprehensive database of service providers in the tourism sector (viz. approved tour operators, hotels, etc.) with search functionality
8. Calendar of Events: The Web site should include a robust, intuitive Calendar of Events that is searchable and sort-able by the user.
9. Live and dynamic maps with active content display and synchronization with the information pages. Ability to connect to Google and Yahoo maps
10. Create provision for User Generated Content including blogs, photo uploads, videos, etc.
11. Provision of weather charts and distance calculator tools.
12. Facility to have a favourites tab and easy navigability between pages
13. Provision for User Access and Registration and login to be supported via, Facebook, Twitter, Gmail etc. Registered user details submitted at time of registration will be stored in system and their home pages will be personalized to each visitor. The website and mobile app should only insist on user login
14. Maintenance & Support of the website for a period of 3 years (extendable up to 2 years), post accomplishing go-live of the website
15. Integration of various existing & envisaged modules, APIs, and web views with the website

16. Training and Capacity building for various officials for updating the content on the website

However, the relevant existing features and content shall feature in the new developed website of DOT. The successful bidder shall finalize the design, content and other features of the new website with Director (Tourism) and any other officer(s) nominated by DOT.

The bidder shall ensure translation of website into various national and international languages and upload these mirror websites on Maharashtra Tourism website. The site shall display the contents in at least the following Indian languages including but not limited to Marathi, Hindi, English, Bengali, Gujarati, Kannada, Malayalam, Tamil, Telugu, Assamese, Oriya and other prominent languages as agreed with DOT. The site shall display the contents in at least the following foreign languages including but not limited to Japanese, French, German, Spanish, Chinese, Arabian, Russian, Portuguese and other prominent languages as agreed with DOT. The participating bidder shall have to study in detail the existing website, functional organization and accordingly design the new application portal as per requirement of this RFP.

Development of a unified, lightweight and easy to navigate mobile application for Maharashtra Tourism

1. Design, develop, integrate, operate and maintain a mobile application for Maharashtra Tourism
2. The application shall have synchronized all the features with the website developed for Maharashtra Tourism.

3.2. Present Scenario

The complete website address called Universal Resource Locator (URL) is <https://www.maharashtratourism.gov.in/>.

3.3. Scope of Content

a. Design, development, operation and maintenance of website for DOT

The bidder shall rewrite and upload content in tune with user requirements, responsive design and international standards. The bidder shall be responsible for creation and maintenance of a comprehensive Content Management System as a single repository for storage of all types of Website content such as video and images along with controlling placement of content.

The CMS should be flexible and user friendly to allow extensive use by users of varying levels of technical knowledge.

The DOT Web Portal will be the interface and delivery channel for citizens, businesses and other stakeholders to access the features including but not limited to:

- Travel guidelines
- Weather information and forecast (integrated with weather widget)
- Holiday list
- Maharashtra's specific information on history, geography, culture, weather, time zone, landscapes, tiger and wildlife reserves etc.
- Destinations in Maharashtra
- Festivals and events
- Cuisines
- Things to do
- Facts related to historic sites and other sites of tourism interest in the state
- Travel/Access to Maharashtra
- Trip Planning and Recommended trips

- Website and mobile app should provide a guided search for visitors to search various destinations, attractions, events etc. based on a variety of choices.
- Additional information of place in form of how to reach, location on map, places nearby, local events and festivals, best time to visit, weather information, what to buy, where to stay, things to do, important contacts.
- The tourism offerings presented to a visitor should be personalized based on their profile, navigation history, traffic source and other parameters based on real-time analytics.
- Promotions
 - Display promotions in form of text, pictures and videos, video tours.
 - Link to promotions on other websites.
 - Promotions based on best places to visit in the preferred month
 - The promotions should be personalized for every visitor based on visitor history, navigation & other behavior traits, campaign, temporal & other profile attributes etc.
 - The system should provide the ability to test different promotion variations for different audiences to ascertain what works best for each promotion & audience.
- Blogs and Experiences
- Travel Care
- Links to mobile apps and social media pages
- FAQs
- Links to important websites – airlines, railways, bus services, car rental, Tourism offices etc.
- Links to major tourism website in the state and in the country such as www.incredibleindia.org, website of MTDC, Forest Development Corporation of Maharashtra, PWD rest houses, Shirdi Sai Sansthan, Pandarpur Devasthan, Tuljapur Devasthan, Mahalaxmi Devasthan etc.
- Integration of payment gateway with the website
- Creation and renewal of e-mail IDs
- Home/Second level/Third level Page/s design for website
- Content development in the all the Indian and international languages as agreed to with DOT (All language translations require certificate of authentication from a recognized institution)
- Facility for Mass mailing to various stakeholders / industry players as and when required
- Adding new content supplied in digital format or hard copy by the Department of Tourism Content can be in the form of data, creatives, photo, audio, video, etc.
- Developing online page/s for registration of applicants under various department schemes – such as (but not limited to) incentive scheme, Beach shack policy, Agro-tourism policy etc.
- Developing web-based application for organizing and managing web contests
- Any other feature which would portray the potential of tourism in Maharashtra

Strong legal disclaimer Along with the above features, various services of DOT shall also be displayed on the website. Users shall have direct access to this portal from any location.

i. **Website Design and Development**

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

A) Primary Content

Primary content shall be original content that is sought by the target audience of the website. The section will include:

1. About Us - All information about Maharashtra Tourism, useful for the interested tourists and other stakeholders, is present in the "About Us" section and mechanism is in place to keep the information up to date
2. All content shall be displayed in at least the following Indian languages including but not limited to Marathi, Hindi, English, Bengali, Gujarati, Kannada, Malayalam, Tamil, Telugu, Assamese, Oriya and other prominent languages as agreed with DOT. The site shall display the contents in at least the following foreign languages including but not limited to Japanese, French, German, Spanish, Chinese, Arabian, Russian, Portuguese and other prominent languages as agreed with DOT
3. Maharashtra Tourism profile with respect to:
 - Category wise detail of Tourist destinations in Maharashtra with the display of how to reach the destinations
 - Experiences
 - Tourist Services
 - Plan – collecting user preferences and mapping to the relevant destinations
 - Trip Planner and Must-Do Activities in Maharashtra
 - 360 degree/3D views of the destinations and drone views of important destinations
4. Bookings
5. Circular/Notifications
6. Recruitment and Tenders
7. News and Press Releases
8. Contact details

The information shall be collected by the successful bidder from various officers of DOT within three (03) weeks 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, festivals, events and occasions examples of such content are advertisements/banners/spotlight/media gallery/related sites:

1. Special interest group corner such as targeted foreign tourists, business groups, etc.
2. Events, Festivals and Announcement
3. Discussion forums
4. Usage Policy
5. Related links
6. Spot light

Mechanism is in place to ensure that all outdated 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:

1. About the site
2. Navigation aids sections such as online help, Site map, Search
3. Terms and Conditions with respect to usage of content on the site
4. FAQs
5. User Feedback
6. Help

ii. Development of new modules as required

In case DOT requires to develop a new module which is not under the scope, DOT may ask for the services of the bidder's staff as per the requirement of the change. This change would form part of change request management process. Bidder will be asked to submit a formal change request note along with the man-month effort estimation and schedule of deployment of resources. Commercial rates specified by the bidder for various categories of resources will be taken as base for reviewing the change request submitted by the bidder. Post the approval of DOT the change request will be processed and the activity can be completed. Any change request would be mutually agreed between the selected bidder and DOT as per the manpower rates mentioned in the RFP.

3.4. Feedback Management

1. Facility for analysing feedback on monthly basis to provide insights to achieve website goals and objectives.
2. Provision of a FAQ (Frequently Asked Questions) page to address common user queries.
3. Email and feedback management by addressing queries and feedback within a maximum time span of 24 hours for queries within the scope of FAQs and maximum of 48 hours for other queries requiring referencing and/or research Should have options for online filling the feedback form. Necessary field such as: contact detail i.e. Name, ward no, address, City, Pin code, State, e-mail, Phone no. & Comment Box should be available.
4. It should be multilingual, printable with Logo & as a letter head, e mail facility, Report generated.

3.5. Search Functionalities and SEO

1. Search engine and Sitemap functionalities on site to facilitate easy navigation and instant access to relevant information.
2. Developing own facility or installing third party tools to offer state of the art search facility for site content.
3. Making design and architecture of the site friendly to search engines
4. Meta tagging and indexing all pages
5. Provide well defined search facility where all the information from many sources is presented together as single windows with filter and advanced search options.

3.6. Others

1. Updating the website by uploading announcements, government orders, documents, policies, etc. that are regularly sent by the Ministry/DOT.
2. Enabling the site to meet all International and Government of India IT guidelines issued from time to time.
3. Monthly Web Analysis Report with page views, sessions / visits, unique visitors, country wise distribution of visitors etc.

3.7. Others (Non-Functional)

1. The rapid application development tool for website and mobile app must have the capability to help developers quickly and easily create multiple, highly customized industry standard applications from one code base to be able to render on desktop/kiosks/smart phone/tablets/browsers, all without requiring additional code changes, redeployment of files, or publishing of HTML.
2. The tools must allow developer to apply different variants to generate multiple applications with varying presentation, business logic, data.
3. The platform must support development based on Agile principles and must have sufficient toolkits for code editors, and automation of build, test, packaging & deployment options.
4. The architecture should support both horizontal & vertical scaling with each layer in the architecture able to scale independently
5. The recommended platform should be well documented with technical & functional videos, API documentation, developer forums etc.

3.8. Annual Maintenance Services

1. Assimilating, editing, summarizing & uploading of Announcements, Orders, etc. in English, Marathi and/or Hindi as provided by the Ministry of Tourism. The documents will be provided in English, Marathi and/or Hindi language in Word Document or PDF format.
2. Maintenance & administration of the email and tourist information Database.
3. Hosting and uploading of content in the other specified languages as and when the text for the same is made available by Maharashtra Tourism site.
4. Images / banners / graphics / animated banners creation as per requirement.
5. Creating web pages & integration with the site as and when needed.
6. Maintenance & administration of "Search" functionality.
7. Full support to other vendors for application integration as and when required.
8. Dedicated contact team for daily coordination with the Department of Tourism

3.9. Develop a mobile application for Maharashtra Tourism

As part of the digital initiative by the Directorate of Tourism, Government of Maharashtra, the bidder selected under this RFP shall design, develop, operate and maintain a unified mobile application for Maharashtra Tourism. The application shall have synchronized all the features with the websites developed for Maharashtra Tourism and shall be user friendly, lightweight & informative. The following provides the detail scope for the development of a unified mobile application:

- a. Objectives
 - DOT needs to get a Mobile Application developed for the websites mentioned in this RFP with the following main objectives:
 - i. To integrate easy to use content management system for easily managing overall content of the website
 - ii. To make Mobile App accessible on all platforms like windows, Android, Blackberry & Mac iOS etc.
 - iii. To provide information to users with minimum number of clicks
 - iv. To get security certificate from certified vendor
 - v. Development of consistent visual elements and Mobile Apps architecture that is scalable and expandable
 - vi. Enhance the presentation of the content
- b. General Requirements
 - i. Should use the content available on the websites

- ii. User feedback and reviews mechanism
 - iii. Analytics mechanism to track and identify user experience and actions
 - iv. App should be able to accommodate the future scalability requirements
 - v. App Admin should be easy in terms of usability and changes in design & content
 - vi. Network level security, traffic to be encrypted using secured connectivity
 - vii. Continuity Measures, risk management plan for the continuity of services, data backup policy, business continuity plan
 - viii. Functional Requirement Documentation, App Design Documentation, App Installation guide, App Administration guide and App User Operation document to be provided.
 - ix. Identification of App limitations
 - x. Storage disk space and memory required for the proposed App
 - xi. List out the assumptions related to load & infrastructure (such as mobile specifications, internet bandwidth etc.) so that response time is always < 20 seconds
 - xii. Delivery should be in the form of a published app in the respective marketplace and will be the property of DOT
 - xiii. Performance Testing, Security Testing & Usability Testing certification from certified vendor
 - xiv. Overall Integration, User acceptance testing & Go-Live
 - xv. Real time information via GPS availability
 - xvi. Mobile Apps download based on phone OS and services
 - xvii. Feature for update application with permission to download
 - xviii. One-time download & freely available at Google Playstore, Apple Appstore or at other app stores. No running cost for user
 - xix. Provision shall be made to include all future upgrades, patches, OS version upgrades and maintenance of the application
 - xx. Provision shall be made to include the requirements of Plugins such as Flash player to run videos
 - xxi. Responsible for integration of payment gateway with the mobile application. The payment gateway service provider shall provide payment gateway service with acceptance of Credit cards (Visa, Master, Discover, Maestro, Amex etc.), internet banking, UPI and debit cards etc. The payment gateway and its services shall be available to users 24X7.
 - xxii. Handover, guidance and training to staff to make design changes, to update content and to maintain the proposed solution
- c. Accessibility of Mobile Apps Structure
- i. Develop user friendly Mobile Apps
 - ii. Structure overall content with proper tagging to make it reader friendly
 - iii. Ensure Compatibility with all platforms such as windows, Android, Blackberry & Mac iOS etc.
 - iv. Develop Resolution independent design structure
- d. Resolution Independent Mobile App structure: Mobile Apps must adjust itself automatically as per the screen resolution of the Mobile i.e. 1024*768, 1200*800 etc. Resolution independent Mobile App will automatically expand/compress itself as per the screen resolution and hence there should not be any vertical scroll in the Mobile Apps structure. There should be minimum use of flash.
- e. Dynamic Content Management System (CMS) features:
- i. Dynamic menus: Menus and submenus should be created based on the page-tree as pages are added and subtracted. These should be styled entirely through Cascading Style Sheets (CSS) and stored in database.

- ii. Audit Trail: Administrators should have access to one log in the backend or individual logs of each page where user can view from which ever place the Mobile App is viewed with daily reports.
 - iii. User Privileges: An administrator can grant as little or as much control to content editors or groups as needed to other controlling accounts to the Mobile App, which means if a user has to update any section in Mobile Apps, for example Reports section, then user can modify only Reports section. All other sections should appear disabled to that user.
 - iv. CSS Styled Content: All aspects of the core functionality should be styled on the Mobile Apps. Most extensions should be styled through CSS
 - v. Minimal Training Required: Editing content should be as easy as editing the Microsoft word.
 - vi. Each element on the Mobile App can be modified easily.
- f. Feedback Management:
- i. This shall help user department in collecting feedback from Mobile Apps users.
 - ii. To develop an online form for collecting feedback from Mobile App users.
 - iii. All the feedback data should be emailed to the designated officer's email ID.
 - iv. A copy of all the feedbacks received should be stored in Database on the server for subsequent review by the administrator
- g. Mobile App statistics:
- i. To help user department in analysing the popularity of the Mobile App and visitors behaviour pattern on the Mobile App
 - ii. To facilitate the administrator to view Mobile App hits
- h. Search Engine Optimization
- This feature should ensure that Mobile App is indexed with all popular Search Engines (Google, Yahoo, Bing & Live) using top keywords and meta description
- i. Security Auditing
- Security clearance certificate should be obtained before hosting Mobile App. Security clearance certificate should be provided from certified auditor to address this requirement.
- j. Onsite Training
- Onsite training to staff on overall workflow of the developed solution and backend administration functions at office.
- k. Development & Hosting Environment
- Front-end Mobile Apps shall be designed and developed in a visually rich and appealing format.
- Web development/Hosing services should be supported on Windows & Linux platform using the state-of-the-art technologies.

3.10. Project Planning and Management: Initial Phase

In this phase, Bidder shall do the following activities:

A) Requirement Gathering & Designing of proposed websites and mobile application

The bidder shall adopt the existing domain of www.maharashtratourism.gov.in for the Directorate of Tourism. The bidder is also required to develop a unified mobile application for Maharashtra Tourism. The bidder is required to perform a detailed requirement gathering for the websites and the mobile application. For this purpose, department will arrange discussion session with relevant employee(s). Post understanding the requirements, the Bidder is required to prepare inception report including proposed architecture design with best available solution to develop a more attractive, user-friendly, interactive & informative website.

B) Development Tools

The Bidders shall use the tools and technologies (preferably Licensed or proprietary development tools) which fulfils are the requirements mentioned in the RFP document for Websites and Mobile application development. The development tools shall be discussed with relevant DOT authority for the final approval.

C) Prototype of New Web Portal and Mobile Application

After a final go-ahead is provided by DOT, the Bidder is required to present wireframes followed by Min. 5 browser enabled prototype of design of the website along with the migration strategy for portal and template of the mobile application of existing feature as mentioned in 3.9 above and design templates for the mobile application. The Bidder is also required /to provide site map. Once the prototype is approved by relevant DOT authority, Bidder shall start work on development.

3.11. Development Phase

In this phase, Bidder shall develop the websites as per report & prototype. The bidder shall include but not limit to the following elements and/or as decided in initial phase.

i. Look & Feel

The websites should be designed by using some strategy of themes so that each section has symmetry in look & feel based on DOT objectives and logo.

ii. Design Interface

- The content should be a mixture of text, images, downloads & videos (where needed) and have symmetry in look & feel based on Themes & Navigation strategy. The successful bidder may take inspiration from the following websites (but not limited to):
 - ✓ <https://www.newzealand.com/in> (Website of New Zealand Tourism)
 - ✓ <https://www.nycgo.com/> (Website of New York city)
 - ✓ <https://www.myswitzerland.com> (Website of Switzerland)
 - ✓ <https://www.incredibleindia.org> (Website of Tourism of India)
 - ✓ <https://www.keralatourism.org/> (Website and Mobile Application of Kerala Tourism,)

iii. Sections Wise Distribution of Contents

All content in website should be distributed in sections and sub-sections. Each section and sub-section should carry specific content type and should have easy navigation within that section and other related sections.

iv. Dynamic Updates of Contents

The content in each section of the website should be able to dynamically update without updating the entire page.

v. Content Management System

- a. The proposed websites shall comprise both static and dynamic components and shall be developed with various features and dynamic modules.
- b. The new website must be developed on the concept of Web Content Management System (WCMS) keeping in consideration so that each section, page & content of the website is preferably managed through Admin Panel
- c. It should simplify the publication of content on website so that creators/publishers of the web content can create, submit & manage the content without knowing any technical knowledge of web programming
- d. Creation and Maintenance of a comprehensive Content Management System as a single repository for storage of all types of Website and mobile application content such as video and images along with controlling placement of content
- e. The CMS shall provide multi-domain support and shall be compatible with mobile application platforms
- f. The CMS shall support optimized presentation of assets based on device form-factors, network speed, etc. for optimal page load times
- g. The CMS shall support for content aggregation & syndication (such as RSS feeds)
- h. The CMS should have Centralized template management for consistency within the portal
- i. The CMS should be flexible and user friendly to allow extensive use by users of varying levels of technical knowledge
- j. Ease of modification of presentation of the site and application without changing the content
- k. Ease to use administration facility with well-defined workflows for easier updating of content
- l. Automatic versioning of pages & capability to view the changes in the pages using GUI so as to know how the pages have changed over the time.
- m. Support for check-in, check-out and locking of pages. Support for scheduled publishing and expiry dates.
- n. Roll-back a page and or content to a specific version.
- o. Automated metadata extraction & population from images and documents uploaded
- p. Support for annotation of pages & images and comments with audit trail. Project workspaces & dashboards. Integrated Digital Asset Management system with support for Rich Media Content including videos, documents and support for different image formats including JPEG, GIF, PNG. Support for content architecture/models (including basic structure of assets, campaigns, content etc.), tag management & custom metadata schema definitions
- q. The website and the mobile application should support multi-lingual assets. Support menus driven by statically defined role-based access control. Support dynamic menus driven by personalization and complex business rules
- r. Support for Machine Translation as well as Manual translation of content. Workflow dashboards & Reports. Search (author search) implementation including support for full text & meta-data based search; ability to save search criteria for ready access
- s. The solution must be capable of creating multiple users credentials with the privilege to modify/update contents
- t. The CMS shall provide multi-domain support and shall be compactible with mobile application platforms

- u. The CMS shall support optimized presentation of assets based on device form-factors, network speed etc. for optimal page load times support for Content aggregation & syndication (such as RSS feeds)
- v. The CMS shall have a centralized template management for consistency within portal

Web Content Management System Module – Authorized DOT users shall be able to upload the content such as Photos, News, Project Information, Contact details etc. on website. It should facilitate rich text editors for content uploading. The contents must be in Unicode format. The Content Management System (CMS) should have the 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
- Centralized template management for consistency within portal. Content repurposing for different audiences and different interfaces
- Facilitated metadata generation and management which enables effective content discovery
- Content storage management of all types of content; text graphic, audio, video etc. In context contribution, preview, updates and approvals
- Email notifications for automated content edits and reviews. Native content conversion to web formats
- Both dynamic and scheduled publishing models. WCMS should be able to generate content feeds
- WCMS should be able to be integrated with any workflow systems, which supports e-forms.

vi. Easy Navigation

The website and the mobile application should be designed in such a way so that user level navigation is easier. Links & sub-links should be grouped in two or three layers (as required) of Navigation on top or/and left side of the web pages. The navigation and landing page should meet the international web standards.

The website should allow the visitors to find what they are looking for without confusion or unnecessary clicks. However, the web site should have the following feature for better navigation and hold the visitors to go through the information sought:

- Clutter-free navigation
- Good internal linking
- Informative header and footer
- The home page & key section landing pages should load in 3 seconds or less and all other pages in 5 seconds or less
- The website shall help both users and search engines navigate the site easily by mapping hierarchical list of pages (with links) organized by topic
- Website should support Omni Channel form factor and should do auto sizing while streaming of images and videos based on available network.
- CMS shall support creation of navigation, breadcrumb and sitemap that will be published and rendered on Portal.

- The content in all sections or information modules of respective websites shall be published with vertical scroll navigation only
- There shall be provision of the print, save functionality for the individual web-pages in the information modules of websites

vii. Administrator's Control Panel

A web-based control panel is required to centrally administer the content, theme, navigation, design, sections, pages, users and database(s) of the website. The Administrator's control should have following features:

- Reports for management to check website traffic details such as unique visitors, return visitors, cohort analysis, country/origin, pages visited, bounce off reports, most visited destinations, attractions, content consumption patterns, device/OS reports, most searched destination, campaign metrics, path flow etc.
- The reports must be updated real-time without any time lag
- The panel should enable easy to do ad-hoc analysis with the ability to create individual workspaces & dashboards for each analytics user
- The panel should support collaboration with easy sharing of reports
- The panel should be able to support analysis for different segments, comparison of segments, generate reports for different time periods, metric comparison for two-time periods etc.
- The panel should have the ability to create virtual reports/dashboards
- The panel should have the ability to share audience segments real-time with other delivery platforms such as CMS, Optimization engines, Campaign Management systems etc.
- The panel should have the ability to easily discover & create new audience segments at the click of a button
- The panel should provide detailed link analysis for a page to understand the most useful/accessed links on a given page; including real time analysis & updates.
- The system should be able to use AI/ML to identify anomalies for any metric and report it.

viii. Social Content Creation

- Facilitate integration with social networking sites and provide options to the users to add links to the pages of their favorite social networking sites
- Provide the ability to search Social Media such as Instagram, YouTube, Facebook etc. for content useful to market State tourism.
- Provide the ability to post blogs, images, stories, etc. promoting various avenues of Maharashtra Tourism
- System should allow the user to download specific images into different folders (based on a custom content model)
- System should provide the ability to request permission from the owner for use of their images on State Tourism site. The procured approvals must be maintained for audit purposes.
- System should provide the ability to put these assets through a moderation flow.
- System should have the ability to screen images and text (using profanity filters etc.) to eliminate undesirable content from Social Media.
- System should have the ability quickly add the curated content to various types of applications or page components for easy publication on the site.
- Integration with the CMS for authoring ease of use.
- System should support delivering content to web sites, mobile apps, Digital screens & displays (say at Airports, events etc.) at the click of a button.

- System should support streaming capabilities so that certain types of social media content can be fetched and published automatically.
- The portals shall facilitate integration with social networking sites and options should be provided to users to add links to pages to their favourite social networking sites

3.12. Testing

A) Stress and Performance Testing

1. The Bidder shall set up the performance environment and deploy the applications on this environment for testing.
2. The Bidder shall load test the websites and portals to enable understanding of performance and behavior of the websites and portals simulating large number of users and high-load conditions.
3. Appropriate reports indicating the performance results done using performance testing tools to be made available to the satisfaction of DOT.

B) Security Testing

1. The websites and portals should comply with the security guidelines published by OWASP (Open Web Application Security Project).
2. Appropriate reports indicating security testing results done using web security and penetration testing tools to be made available to the satisfaction of DOT.
3. Modules being developed for the websites and portals must go through mandatory Quality Control and QA testing. Security audit be cert-in empaneled agencies

C) System Integration and Unit Testing

1. Each module or Component Web portals should be fully tested independently before integration.
2. All specified functionality should exist. This testing verifies the as-built program's functionality and performance with respect to the requirements for the solution provided.
3. All System functions that are accessed through menus will be tested
4. The bidder shall perform testing of Components and Component Integration
5. The bidder shall perform testing of System Interfaces and parameter interfaces
6. The bidder shall perform testing of response time, throughput and availability etc

D) User Acceptance Testing (UAT)

As part of the User Acceptance Testing, the DOT expects the following from bidder:

1. Share the project plan well in advance with DOT and accordingly the team should work to complete the UAT on time.
2. The successful bidder is expected to assist DOT in performing UAT of the solution as part of deployment and subsequent changes. The successful bidder will prepare test cases and shall be responsible for securing necessary approval from stakeholders on acceptance of the test cases.
3. The successful bidder would also be responsible to independently test the CMS, new developed websites and portals for its working and also assist DOT's core team in the testing post the installation on the new hardware.
4. Bidder to provide dedicated team for UAT.
5. UAT to be done at DOT's premises. However, DOT will not provide any infrastructure to

- conduct UAT and bidder will be responsible for arranging necessary infrastructure for UAT.
6. Customization of the application software, if required has to be done by the bidder at no additional cost to the DOT based on the UAT observations and GIGW guidelines to meet the functional requirement mentioned in section 6.4.2.
 7. The team should report daily status to the DOT's IT head or the person responsible for the rollout at DOT end.
 8. Any deviation in the scheduled UAT plan has to be immediately communicated to the DOT.
 9. The successful bidder should co-ordinate with the DOT IT team whenever required for any input from the DOT in regard to UAT, DOT will designate resources from IT team for the same.

3.13. Delivery Phase

1. In delivery phase, the solution provider shall be responsible to publish the website and the mobile application and all of its content.
2. In delivery phase, the solution Provider shall also be responsible to hand over in writing all development components like source code, passwords, databases, text, graphics or any other relevant material to DOT.
3. At the time of handing over, the development components shall become the sole property of the DOT.
4. At the time of the delivery phase, a Service Level Agreement (SLA) would be signed by both parties. The duration of SLA would be of initially three (03) years after handing over the said project.
5. The solution provider shall provide one (01) month free technical support (Stabilization period) after the delivery of the website. The SLA will become active after the completion of one (01) month period of free technical support.
6. Technical support includes but not limited to the following:
 - i. Source code and database update and support
 - ii. Bugs Fixture
 - iii. Malfunction Errors

3.14. General Requirements: Website Design

DOT envisages providing multiple services to the stakeholders through the portal. These will include:

3.14.1. Complaint Management Services:

1. Should have options for registering complaints online.
2. Citizen Complaint – it should be multilingual. (English, Hindi and Marathi)
3. Tracking of Complaint
 - i. User shall be able to post/submit complaints by selecting/providing subject, complaint description, Name, Email Id, contact number, upload files (image, text file) as per pre-defined size etc.
 - ii. Post submission of the complaint, the system shall generate auto acknowledgement with tracking number, date & time stamp and same shall be shared with user via email and SMS gateway integration
 - iii. The proposed solution shall have flexible workflow to allow administrator to divert the complainants to concerned stakeholders and take necessary action

- iv. All the received complaint shall be resolved by the agency's support team under the guidance of department within specified time period
 - v. The proposed solution shall allow tracking feature, auto escalation feature for each complaint, Grievances for Directorate of Tourism users as well as Citizens
 - vi. User shall be able to Track the Complaint by using complaint tracking number
 - vii. For users, there shall be provision to generate the report of complaint status with Logo & name of the department in header. Also, there shall be provision to print, download & save the report generated
4. Printable with Logo & as a letter head, e-mail facility, Report generated.
 5. Generation of acknowledgement number, pendency report and workflow based movement of complaint

3.14.2. Search:

1. Citizen/ website users should be able to search within website.
2. The website should provide metadata and 'full text search' based on elastic search functionality.
3. For providing search functionality the website should comply within defined processes for defining metadata, managing metadata schema changes and master data changes.
4. Search must allow the archived content to be included (or excluded). Advanced search facility based on multiple filters should be provided.
5. Advanced search facility based on multiple filters should be provided.

3.14.3. Portal front:

1. Social Networking & Collaboration Module:
 - i. Do: - Where citizens can do/submit various tasks like "Design a logo" for an upcoming competition etc. Portal should be compatible with various media forms like image, video, documents etc.
 - ii. Polls: - Polls are a great way to boost engagement. Portal should allow hosting polls pertaining to various topics, it can be attached to any page or article as well. Administrator should be able to view results of archived as well as current poll.
 - iii. Forms: - The solution should easily create and publish online forms.
 - iv. Controlled Bulletin Board: - Key Information related to number of Tourist Centers, Newly added Tourist Locations and services, Tour Plans etc.

3.14.4. Integration with email, SMS and payment Gateway

The solution should be integrated with the email, SMS and payment gateways. SMS gateway subscription and payment gateway will be provided by the bidder. Payment module shall have been integrated with payment gateways and shall be PCI-DSS (Payment Card Industry Data Security Standard) compliant.

1. There shall be provision to send secure bulk SMS/Emails. The integration required for bulk email/SMS service should be done by bidder
2. The DOT will appoint the Payment gateway services provider and selected bidder will have to coordinate with payment gateway service provider to integrate same with the proposed solution.

3. Bidder is expected to enable Payment Gateway including a Secure Site Page using industry standard encryption technologies like secure socket layers to handle backend communications and transactions, contacting bank and reporting back on results

3.14.5. Integration with existing services and Open API's

The proposed portal/ solution must be able to integrate with existing as well as envisaged e-governance applications, Mobile Applications, Web Applications etc. The system should expose API's to interact with the third-party systems to enable seamless integration with the third parties. This would enable to be future proof allowing for integrations with solutions that are not currently available with the department. It should have ability to integrate with legacy databases. It should support for both native and hybrid mobile apps and other front-ends connecting through APIs.

3.14.6. User Administration

Provide web-based administration interface. Allow portal administrator to delegate the administration function. Reduced server-side coding so that the focus can be more on front-end development and faster roll-outs.

3.14.7. Development of any new functional application module / services as required by DOT in future.

The bidder should have to Design, Develop, Customize, Configure, and Integrate & deploy envisaged modules as per the requirements proposed by of DOT time to time in future. It would become a part of change request management.

3.14.8. Security Audits

Website to be security audited by the Cert-In empaneled Security Auditors or Government of Maharashtra empaneled Security Auditors. Cost for Security Audit of website should be part of the proposal as cost of the same will be borne by bidder.

The service provider needs to update the system in response to any adverse findings in the report, without any additional cost to DOT ensure complete security audit done successfully. DOT may also depute auditors to conduct security check/ vulnerability test/penetration test.

The portal must have necessary security measures in place and should not have any loopholes that can be exploited. Portal should also support latest security certificates like SSL 3.0. If required, portal should have the ability for integration with any active directory server (supporting LDAP).

3.14.9. Compliances for Standards

The website/Portal shall be fully compliant as per the following Guidelines:

1. e-Governance Standards of GoI
2. e-Governance Policies of GoI and GoM / DIT
3. GoI Guidelines of Websites
4. W3C Standards
5. WCAG standards like 2.0 AA, xHTML1.0
6. Website Guidelines by DIT, GOM
7. Unicode compliance

8. Guidelines for Indian Government Websites (GIGW)
9. Web Content Accessibility Guidelines (WCAG)

3.14.10. Site Logs

The Solution Provider shall be responsible to provide following features (not limited to) in website for tracking & logging. Data under these features shall be captured through any analytical tool which should have capability to produce both graphical & text-based reports & must have export capabilities in spreadsheet.

1. Web Traffic (Hourly, Daily, Weekly, Monthly & Yearly)
2. Page wise web traffic
3. Browser Identification
4. Top most visited pages
5. Least most visited pages
6. Length of stay on each page
7. Site counter
8. User Installation Analytics
9. Bandwidth usage
10. Disk space usage of web hosting

3.14.11. Access to Visually Impaired

The contents of the Website should be readable using any Screen access Reader software to the visually impaired users.

3.14.12. Technical Documentation

The Bidder must deliver, at the minimum, documentation on the following for each solution implementation:

1. Business Requirements Document
2. System Requirement Specification Document
3. Detailed functional and technical scope document
4. Detailed Logical Design Document and Data Dictionary
5. Strategy for Data Migration
6. Source code and customization documentation
7. Unit, Integration, Security Testing Plan
8. User Manuals
9. Security policy and procedure for Portal

3.14.13. Scalability & Extendibility

1. The Solution shall provide a scalable architecture. It should be compactible for integration of existing as well envisaged modules.
2. The Solution shall support both horizontal and vertical scaling.
3. The Solution shall provide for expansion of data storage as needed to accommodate increased volume of database on approved Capacity Plans by DOT.
4. The Solution should also make use of a distributed cache to enhance the scalability of the system.

5. Portal should be able to expose its services to third party
6. Systems/applications with REST/SOAP services or APIs. Portal applications should be able to integrate seamlessly with any other application.
7. Portal should extend its capability to easily integrate with existing DOT and DOT Citizen Services.
8. The CMS/ Portal shall have a well-defined framework for extending the functionality of the core product, by adding more modules. This will enable DOT to request an additional module or set of modules without impacting either the core CMS application or other modules already in service.

3.14.14. Design

1. The bidder is required to meet all the requirements of the signed off SRS and the activities listed, timelines and deliverables mentioned in this RFP.
2. The bidder should submit the solution design document to DOT officials prior to the submission of the product for the UAT.
3. The bidder should also submit a high-level design document for the entire solution consisting of deployment design, Coding standards, architectural requirements etc.

3.14.15. Training

1. The successful bidder will be responsible for training the designated DOT employees in the areas of parameterization, operations, management, error handling, system administration, etc. with respect to Web Content Management System (WCMS). End users would be trained through the train the trainer model.
2. The core team training will include functional as well as technical training and shall be considered within the scope of the bidder. The core team is expected to include 1 batch of 5 personnel from the DOT. These personnel would include core technical team, core functional team and the trainers for the proposed solution landscape.
3. The initial training should be conducted over a period of 15 days and the bidder is required to submit the training plan as part of their technical proposal. The bidder is also required to factor in the additional training requirements and suggest how they are going to address the same in their technical proposal.
4. With regard to activities under the scope of the bidder in this Tender; the bidder needs to provide a comprehensive training methodology document and the training should cover at least the following areas:
 - i. Functionality available in the solution
 - ii. Parameterization
 - iii. Data Migration
 - iv. Impact analysis
 - v. Advanced user training
 - vi. Advanced trouble shooting techniques
 - vii. Deployment of various products/ packages as part of the solution
 - viii. Techniques of generating various MIS reports from the solution provided
 - ix. Development and deployment of new products using the proposed solution
 - x. Data replication

- xi. Advanced training on the operating system, database systems and network systems to be used by the proposed solution
 - xii. Log analysis and monitoring
 - xiii. Incidence analysis and reporting
 - xiv. Training for report writer facility to create new reports and modify existing reports
 - xv. System and Solution administration at branches
 - xvi. WCMS operations & handling
 - xvii. Role management
5. The bidder needs to provide the minimum qualifications, experience and time frame for which the people will be required from the DOT and the DOT will be responsible for identifying the appropriate personnel for all the training requirements.
 6. The training will be held at DOT's training centers.
 7. The successful bidder can use the training infrastructure and IT infrastructure available at the DOT's training centers. The bidder is expected to set up the required infrastructure (including the client desktops) at the various training centers of the DOT for the purpose of training. DOT shall not pay any additional amounts to the bidder for the same.
 8. The successful bidder will be responsible for providing the users with the requisite training material (for functional training, technical training, and end user training material, job card and other relevant material) in both hard and soft copies at least for the core team and to train the trainers. The onus of preparing the training material will be on the Bidder. The training material shall be prepared in English, Hindi and Marathi.
 9. The successful bidder will be responsible for preparing, circulating and collecting training feedback forms from the participants.
 10. The feedback forms will be prepared by the bidders, reviewed and given to the DOT. The changes, if any, suggested by DOT or its consultants, should be incorporated and implemented by the bidder.
 11. The successful bidder will provide a detailed training methodology & schedule to the DOT for review and sign – off prior to commencement of the training.
 12. The successful bidder will be responsible for providing ongoing training at defined intervals to the identified DOT personnel.

3.14.16. Data Migration

Data Migration in the context of this RFP shall be to entail migration of existing content and data. These are pertaining to the various internal department existing application software's which are being used currently.

Successful Bidder is expected to provide following services, but not limited to:

1. Carry out the data migration from existing system(s) to proposed solution wherever applicable.
2. Develop a data migration strategy which explains the sanitization, enrichment, migration and testing strategy.
3. Liaise with current system vendor and design data extraction tools. The bidder shall be entirely responsible for data migration, validation and integrity check.

4. In cases the data is not available and has to be digitized from the existing records, the data entry and validation exercise needs to be carried out. The bidder will:
 - Create Data Entry Templates based on the requirements
 - Creation of data entry forms/templates
 - Train the end users in data entry
 - Migrate the data from data entry templates
 - Data Validation of entered data by running scripts
 - In such cases, the DOT Officials will be responsible for data entry and validating the data and give a sign off on the validated data.
5. Bidder will have to import the data from the existing websites to the CMS system. The bidder will have to collaborate with the DOT to get the missing information and validation of the information.
6. Bidder will provide Data entry screens; reports for validation; provide training for data entry for existing modules (if any) etc.

3.14.17. Tendering

The system shall have space for accommodating various tenders published by DOT. The bidders should be able to download all the necessary tender documents from the website and a corresponding link to www.mahatenders.gov.in shall be indicated. The online tender process shall be carried out at www.mahatenders.gov.in.

3.15. Operations and Maintenance

The Successful bidder shall maintain and Support the website and the mobile application for a period of 3 years (extendable upto 2 years) on an offshore support Model after the successful operational acceptance which would start after Go-Live and stabilization period of 1 month.

Stabilization period: The Bidder shall provide User adoption support, by deputing necessary resources at the client site after Go-Live at that site for 1 month as stabilization period. The bidder shall deploy resources as deemed necessary to maintain the application SLA's during the O&M period.

The team shall perform but not limited to the following activities during O&M period;

1. Upgrades, which would include version releases made by the Bidder to incorporate technological changes, consolidating all bug fixes, consolidating all enhancement requests made by DOT
2. Modifications would include minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the websites and portals. Any UI / UX change shall be considered as part of the maintenance activity.
3. Enhancements would include changes in the software due to Statutory and Regulatory changes and changes required due to changes in industry and other Governance practices in India. It will also include all the functionalities mentioned in section 6.4.2. Any change request would be mutually agreed between the selected bidder and DOT as per the manpower rates mentioned in the RFP.
4. Provide handholding support and training services as part of the post implementation services, on a scheduled basis as well as on a need basis.
5. All incidents that occur as part of ongoing operations must be addressed and resolved within a reasonable time frame as per the SLAs described in this RFP.
6. Changes to website and the CMS portals will go through all phases of testing by the Bidder.

- The test results must be documented and provided to DOT for approval before a decision is made to put the new release into Production. All relevant system documentation should be updated and provided to DOT at the conclusion of any system changes.
7. Perform system administration tasks such as managing the user access, creating and managing users, preparing MIS reports etc.
 8. Performance tuning of the websites and portals to ensure adherence to SLAs and performance requirements as indicated in the RFP.
 9. User support in case of technical difficulties in use of the software solution, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental.
 10. Prompt receipt, analysis and reporting of reported deficiencies in the operation of the software solution and supply of information and advice on such deficiencies.
 11. Installing/commissioning the software solution at the designated locations/changed designated location at no additional cost or fees or expenses to DOT. Installing/commissioning the upgrades / new versions/ new releases of software at the designated locations/changed designated location at no additional cost or fees or expenses to DOT.
 12. Unscheduled, on call, corrective and remedial maintenance and support services.
 13. Integration of existing and envisaged 3rd party, software modules, API's, web-views as per the requirement of DOT.
 14. In case DOT requires any enhancement or a new module development which was not a part of scope, DOT may ask for the services of the bidder's staff as per the requirement of the Change. This change would form the part of change request management process. Bidder will be asked to submit a formal change request note along with the man-month effort estimation and schedule of deployment of resources. Commercial rates specified by the bidder for various categories of resources will be taken as base for reviewing the change request submitted by the bidder. Post the approval of DOT the Change request will be processed and the activity can be completed.
 15. Any change request would be mutually agreed between the selected bidder and DOT as per the manpower rates mentioned in the RFP.
 16. At the end of the initial term of 3 years, DOT may continue the services and extend the term of the contract for another 2 years depending upon the performance of the Bidder and approval from competent authority. However, in case the DOT wishes to engage a new Agency for support/maintenance or any other enhancements, the Bidder should give the handover to the new Agency appointed by DOT within a period of 2 months with all necessary documentation and project understanding.

a. Back up and Preventive Maintenance

The selected bidder shall provide for backup management services (conduct regular backups and restoration (if required), of critical data and systems. The activities shall include:

1. Backup of operating system, database and application as per stipulated policies.
2. Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
3. Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by DOT Department or in case of upgrades and configuration changes to the system.
4. Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
5. On-going support for file and Folder restoration requests.

The Selected Agency should define and indicate the preventive maintenance schedule and procedure. Any special tools/ instruments/ equipment's required carrying out the preventive and break down maintenance of the system offered should be clearly indicated and offered to department by the selected bidder at no extra cost.

3.16. Hosting

1. DOT will provide IT Hardware for hosting the live portal through the CSP empanelment done by DIT, GoM. However, hosting arrangements for production activities, performance testing, security testing, load testing, stress testing, UAT, etc. shall have to be made by the bidder.
2. All the data created/captured for the portal shall also be hosted at the CSP's Data Centre.
3. The bidder should adhere and comply with all related Government policies with regards to cloud hosting, released from time to time.
4. It is the responsibility of the bidders to provide sizing of all the infrastructure & applications including cloud hosting (for DC & DR site), for meeting all the requirements and SLAs of the RFP. In case it is found that additional infrastructure & applications are required for meeting the RFP requirement and the same has not been considered in sizing, the bidder shall provide/host all such additional infrastructure/ applications at no additional cost to department.
5. The Bidder should share the expected sizing requirements for a period of 5 years during submission.
6. The hosting shall include the following:
 - All compute infrastructure like web servers, application servers, database servers, etc.
 - Software Licenses (Database, Application, etc.)
 - SAN storage space
 - Backup Services (including file-system and database)
 - Networking components like high availability switches, routers, firewalls, etc.
 - Load Balancers
 - Any other components required for functioning of the proposed solution

3.17. 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. Operational Acceptance will only be provided after Go – Live of developed website and the mobile application provisioned and after the switchover testing (as applicable) has been completed.
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 DOT and validated by DOT.
4. It is the responsibility of the Bidder to provide for UAT environment. The service provider will have to facilitate the operational acceptance tests. Operational acceptance tests will be performed by DOT; however bidder will have to facilitate operation acceptance during commissioning of the system (or subsystem[s]), to ascertain whether the system (or major

component or Subsystem[s]) conforms to the scope of work, including, but not restricted to, the functional requirements. The service provider will have to facilitate the testing of all applications from DOT users during the operational acceptance.

5. After the Operational Acceptance has occurred, the Service provider may give a notice to DOT's Project Manager requesting the issue of an Operational Acceptance Certificate. Within fourteen (14) days after receipt of the Service provider's notice, the Project Manager shall:
 - a. issue an Operational Acceptance Certificate; or
 - b. notify the Service provider in writing of any deficiencies or other reason for the failure of the Operational Acceptance Tests;
6. Once deficiencies have been addressed, the service provider shall notify DOT, and DOT, with the full cooperation of the service provider, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Service provider shall notify DOT of its request for Operational Acceptance Certification; DOT shall then issue to the service provider the Operational Acceptance Certification, or shall notify the Service provider of further deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this clause shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
7. If the System or Subsystem fails to pass the Operational Acceptance Test(s), then either:
 - a. DOT may consider terminating the Contract, or
 - b. If the failure to achieve Operational Acceptance within the specified time period is a result of the failure of DOT to fulfill its obligations under the Contract, then the Service provider shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.
8. If within fourteen (14) days after receipt of the Service provider's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Service provider in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Service provider's said notice.
9. Based on the test results, required changes will be carried out and tested. Post this, DOT website will officially launch and operational acceptance will be complete.

3.18. Project Timelines

A. Website of Maharashtra Tourism

The rollout of newly designed DOT's Web site/portal shall be 22 (Twenty-Two) weeks for Go Live.

T=Acceptance of WO/LOI

Sr. No.	Milestone	Timelines
1.	Submission of Inception report and detailed project plan including detailed list of activities, scope and duration of each of the activity	T+2 weeks
2.	Submission of 5 template designs and prototypes for Websites. Each design shall have a home page and two inner pages.	T+3 weeks
3.	Submission of SRS/FRS , As-Is & To-be reports for Website	T+5 weeks
4.	Submission of Final website Templates	T+6 weeks

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

Sr. No.	Milestone	Timelines
5.	Approval of Final website Templates	T+7 weeks
6.	Design, Development, Testing and Presentation of the Beta version incorporating above feedback (Web Content Management System, Content Migration, System Testing, Load Testing) for Website- Standard Features	T+12 weeks
7.	Demo of Website - Standard Features	T+13 weeks
8.	Approval for Website - Standard Features	T+14 weeks
9.	Demo of Website - Advance Features	T+16 weeks
10.	Approval for Website - Advance Features	T+17 weeks
11.	Training and UAT of Website – Advance Features	T+19 weeks
12.	Security Audit and Compliance to GIGW, WCAG guidelines	T+20 weeks
13.	Go-Live Website/Portal - Advance Features	T+22 weeks
14.	Stabilization period	1 month
15.	Maintenance & Support	Post Go-Live support for a period of 3 years (extendable up to 2 years)

Note: The content creation is recommended to be a concurrent process.

B. Mobile Application

Sr. No.	Milestone	Timelines
1.	Submission of Inception report and detailed project plan including detailed list of activities, scope and duration of each of the activity	T+2 weeks
2.	Submission of 5 template designs and prototypes for the unified mobile application.	T+3 weeks
3.	Submission of SRS/FRS , As-Is & To-be reports for the mobile application	T+5 weeks
4.	Submission of Final Templates	T+6 weeks
5.	Approval of Final Templates	T+7 weeks
6.	Design, Development, Testing and Presentation of the Beta version incorporating above feedback	T+12 weeks
7.	Demo of the mobile application - Standard Features	T+13 weeks
8.	Approval for Mobile Application - Standard Features	T+14 weeks
9.	Demo of Mobile Application - Advance Features	T+16 weeks
10.	Approval for Mobile Application - Advance Features	T+17 weeks
11.	Training and UAT of Mobile Application – Advance Features	T+19 weeks
12.	Security Audit and Compliance to GIGW, WCAG guidelines	T+20 weeks
13.	Go-Live Mobile Application/Portal - Advance Features	T+22 weeks
14.	Stabilization period	1 month
15.	Maintenance & Support	Post Go-Live support for a period of 3 years (extendable upto 2 years)

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

Standard Features (Website/Portal) - Standard Features which includes but not limited to Sections like Homepage, About Us, Project report, Gallery, news, notices, reports etc. and Basic functionalities like feedback forms, online forms, mail/SMS gateway integration etc.

Advance Features (Website/Portal) which includes but not limited to Integration with citizen services, RTS services, GIS integration, e-payment gateway etc.

3.19. Payment Milestone

T= Date of Acceptance of WO/LOI

Sr. No.	Milestone	Time line	Payment	Penalty /Remarks
1.	Approval for Website/Mobile Application - Advance Features	T+17 weeks	30% of Total Project Cost as quoted in Section 7.2	INR 1000 for delay per week or part thereof subject to maximum of 10% of corresponding milestone value
2.	Go-Live Website/Portal/Mobile Application - Advance Features	T+22 weeks	25% of Total Project Cost as quoted in Section 7.2	INR 1000 for delay per week or part thereof subject to maximum of 10% of corresponding milestone value
3.	Operation, Maintenance & Support	3 years post Go-Live (extendable upto 2 years)	45% of total project Cost as quoted in Section 7.2 to be paid across 3 years of O&M period (15% of total project cost every year).	The invoices need to be raised in 4 Equated Quarterly instalments each year. Invoice can be raised only after satisfactory certification by DOT's representative

Note:

1. Delay of every week would also account in increase of additional 2 weeks in the maintenance period which will be over and above the maintenance period of 3 years (extendable upto 2 years). This duration would be accounted without incurring any charges to DOT.
2. In case there are delays in any timelines under section 3.18, which are due to reasons beyond the Bidder's control, the Bidder is required to immediately submit a formal communication to DOT with regards to the reasons of the delay as well as the ways to mitigate the circumstances. DOT at its discretion may grant additional time to complete the contract. The penalty or its waiver will be decided at the sole discretion of DOT.

3.2. Payment Terms

1. No advance payment shall be made.
2. The Bidder's request(s) for payment shall be made to the DOT in writing, accompanied by an invoice describing, as appropriate, the Goods/Products/Services/Solutions delivered and the Services performed, and upon fulfilment of other obligations stipulated in the contract.

3. Payment shall be made only after the positive satisfactory testing report by the DOT's Official at every stage that is
 - Conforming the Quality of delivered Data
 - User Acceptance Testing after successful Deployment & Commissioning
4. Payments shall be made promptly by the DOT within forty-five (45) days after submission of the invoice or claim by the Bidder, only after quality inspection and verification by the DOT's Official of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications.
5. The Bidder has to submit fortnightly status reports for all the resources deployed on the project in addition to progress status report for planned vs actual progress at the end of every month.
6. Payment shall be made in Indian Rupees by Cheque drawn on nationalized Bank in the name of bidder.
7. The price quoted by the bidder shall be fixed and inclusive of all taxes, duties, levies etc. (but exclusive of GST), during the bidder's performance of contract. The GST shall be paid at the prevalent rates.
8. The penalty shall be calculated and deducted from the immediate payment due.
9. It is the responsibility of the bidders to quote for and provide all the resources (software/manpower etc.) for meeting all the requirements of the RFP. Additionally, if after the award of contract, it is felt that additional resources are required for meeting the RFP requirement and the same has not been quoted by the bidder, the bidder shall provide all such additional hardware/software at no additional cost.
10. The Bidder, in the event of DOT deciding to discontinue with the services of the Bidder, either during or after the Maintenance Period will do the knowledge and data transfer to the other Bidder chosen by DOT and will provide all necessary help to both DOT and the new Bidder in doing the same.
11. Number of resources may vary based on project requirements by DOT. Payment will be made on actual deployment of resources as per the quotations submitted by the bidder.

3.20. Change Request Management

The DOT may at any time, give written order to the selected Bidder to make changes for additional functionalities or develop new modules specifically required, but not falling within the general scope of this document. The change order/management procedure will follow the following steps:

- Any change request proposed by the bidder shall be considered by DOT only when the efforts involved are greater than 10% and less than 25% of the total project cost/ corresponding stage as applicable.
- Identification and documentation of the requirement for the change - The information related to the initiator, initiation date, Priority of the change will be documented by DOT.
- Analysis and evaluation of the Change Request : The impact of the change in terms of the estimated effort changed schedule, cost based on the financial Bid and the items impacted will be analyzed and documented by the bidder
- Approval or Disapproval of the change request: DOT shall approve or disapprove the change requested after discussion with bidder on the impact of the change.
- Implementation of the change: The change will be implemented in accordance to the agreed cost, effort, and schedule.
- Verification of the change – The change will be verified by DOT on the implementation of the change request.

Within maximum of 10 working days of the receipt of such written order, Bidder shall communicate in writing to the DOT the changes if any which may be caused to the delivery schedule, costs, technology, etc. and the parties shall mutually agree on the same before giving effect to such changes, if the changes requested are outside the scope of Bidder agreed to herein. Again, if the efforts are greater than 25%, DOT reserves the right to either approve the request or go to market for price discovery and award.

All changes which may have likely financial implications in terms of the overall cost/time of the project shall be undertaken by the bidder only after securing the express consent of DOT. In the event the consent of DOT is not received within a period of 15 working days from the date of communication of bidder, then the change will not be carried out and same shall be communicated to DOT. The impact of the change in terms of the cost and schedule will be re-estimated and such approval on the new cost and schedule will be taken, if the change is approved after the 15 days.

If any of such change causes an increase or decrease in cost of or the time required for bidder's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both and the Agreement shall accordingly be amended. Any claims by bidder for adjustment under this must be asserted within 30 (thirty) days from the date of bidder receiving the DOT change order.

Any changes in the scope of work shall be finalized with the DOT's approval. The bidder shall detail out and discuss specific changes in the scope of work with the DOT before incorporating them in the plan of action. Any deviations from the scope of work shall be highlighted at the earliest.

3.21. Regulation, Licensing and Domain

The Bidder shall arrange for all the necessary legal, regulatory and licensing clearances for the trouble free/hassle free operations if any required to DOT.

3.22. MIS Reports

Bidder shall submit the reports on a regular basis in a mutually decided format. The bidder shall workout the formats for the MIS reports and gets these approved by the DOT within a month of being awarded the contract. The following is only an indicative list of MIS reports that may be submitted to the DOT:

a. Monthly reports

- Component wise server as well as web/functionality availability and
- Resource utilization
- Consolidated SLA / (non)- conformance report.
- Summary of component wise uptime.
- Log of preventive / scheduled maintenance undertaken
- Log of break-fix maintenance undertaken
- All relevant reports required for calculation of SLAs

b. Quarterly Reports

- Consolidated component-wise availability and resource utilization.
- All relevant reports required for calculation of SLAs

- The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by the DOT.

The service provider will also provide any other report requested by the DOT or any other agency approved and authorized by DOT.

3.23. Coordination, Cooperation and Support to website vendor of DOT

During all phases of the project, the bidder shall have coordination and full cooperation with the website server provider of DOT. Since the application has to be fully integrated with the DOT IT Environment, the bidder will require support and from website server provider and vice versa.

DOT shall ensure that website service provider shall cooperate with the bidder and provide all necessary support, configuration settings, access to requisite and necessary IT assets for the following activities:

1. Co-coordinating issues for timely resolution.
2. Knowledge Transfer of all activities performed by the service provider as part of installation, configuration, setup, operate and maintain.

3.24. General Conditions

It is the responsibility of the bidders to quote for and provide all the hardware and software for meeting all the requirements of the RFP. In case during evaluation it is found that certain hardware/software which is critical for meeting the requirement of this RFP has not been quoted as part of Bill of material (BoM), the bid can be rejected as non-responsive. Additionally, if after the award of contract, it is felt that additional hardware and software are required for meeting the RFP requirement and the same has not been quoted by the bidder, the bidder shall provide all such additional hardware/software at no additional cost

The bidder, in the event of DOT deciding to discontinue with the services of the bidder, either during or after the Maintenance Period will transfer the data to the server of the other bidder or any other location chosen by DOT and will provide all necessary help to both DOT and the new bidder in doing the same. The bidder will erase the data after transferring the same.

3.25. Service Level Agreement

1. The purpose of this section is to clearly define the service levels which shall be provided by the elected bidder to DOT, for the duration of this contract i.e. 3 years from the date of Go-Live of the Solution. The SLA are the measures of addressing the requirements needed to be met without expectations and benefits DOT in following ways:
 - a. Increasing satisfaction of the services provided by the bidder
 - b. Reducing the risk of not meeting business requirements
 - c. Better communication and information flows between bidders IT staff and DOT
 - d. Standards and guidance for bidders staff
 - e. Greater productivity and better use of skills and experience
2. The service levels to be established for the Services offered by the Successful Bidder to the DOT. The Successful Bidder shall monitor and maintain the stated service levels to provide quality service to the DOT.

3. The Post Implementation SLAs shall prevail from the start of the Operations and Maintenance Phase. However, SLAs shall be subject to being redefined, to the extent necessitated by field experience at the DOT office and the developments of technology practices globally.
4. The SLAs may be reviewed on quarterly basis as the DOT decides after taking the advice of the Successful Bidder and other agencies. All the changes shall be made by the DOT in consultation with the Successful Bidder.
5. For any delay in installation and commissioning of the License/Hardware/Software or any milestone post signoff's, DOT shall charge penalty @ 0.5% of the corresponding milestone value per week or part thereof, subject to a maximum of 10%.

3.25.1. Standard Definition used in SLA

The definitions and terms as specified in this RFP with the following terms shall have the meaning as mentioned below:

1. "Availability" shall mean the time for which the services and facilities are available for conducting operations from the equipment hosted at DOT.
2. "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards are not available and excludes the scheduled outages planned in advance for the DOT and the link failures that are service provider's responsibility.
3. "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available. Uptime, in percentage, of any component (Non IT & IT) can be calculated as:
$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Scheduled Maintenance Time})]\} * 100$$
4. "Helpdesk Support" shall mean the 24x7 which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
5. "Incident" refers to any event / abnormalities in the functioning of the DOT Equipment / Services that may lead to disruption in normal operations of the department services.
6. "Service Window" shall mean the duration for which the facilities and services shall be available at the DOT. Service window in this case shall be 16x7.
7. "Resolution Time" shall mean the time taken in resolving (diagnosing, troubleshooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the severity of the incident reported at the help desk.
8. "QP" shall mean Quarterly Price or Quarterly Payment

3.25.2. Scheduled downtime

Scheduled downtime means any time when the department services are unavailable because of urgent maintenance activities (viz. maintenance activities required by application or systems that cannot be postponed until the next available or convenient maintenance window, and may include but not limited to restarting applications, rebooting servers, applying patches or fixes, reconfiguring storage allocation, reloading data and making DNS & firewall changes to close security holes) and any other scheduled maintenance or update activities that may or may not be periodic, and that may be notified to department minimum 24 hrs.in advance.

The bidders have to note that:

- a. For redundant power supplies, if any of the power supply fails and a redundant power supply is available and equipment's are providing services, the down time at the criticality level-3 will be calculated instead of criticality level-1&2.
- b. In case, an equipment remains non-functional for more than allowed minutes of the criticality level, the criticality level will go up for the device to the next higher level (i.e. If an equipment of criticality level-3 is non-functional for more than 480 minutes the 481th minute onwards the

criticality level for the equipment will be calculated based on the Criticality level-2) and will keep on escalating to further level if it still remains non-functional

- c. In case, maximum response time is violated after problem is reported to the selected bidder, then criticality level of the reported call would change to next higher criticality level and downtime would be factored accordingly to the new criticality level. (E.g. if problem reported under criticality level 3 is not responded within its defined maximum response time, criticality level would change to 2 and downtime would be factored according to level 2. Further, if the call is still not responded within maximum response time of criticality level 2, call would get escalated to criticality level 1 and the SLA shall be impacted accordingly)

3.25.3. SLA tracking and the categories defined

This section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the bidder shall be reviewed by the DOT that shall:

Regularly check performance of the bidder against this SLA.

Discuss escalated problems, new issues and matters still outstanding for resolution.

Review of statistics related to rectification of outstanding faults and agreed changes.

Obtain suggestions for changes to improve the service levels.

For the ease of monitoring, the SLA has been logically segregated in the following categories:

1. SLA 1: System Availability service levels
2. SLA 2: Project Development service levels
3. SLA 3: Performance Management service levels
4. SLA 4: Content Updating service levels

The following measurements and targets shall be used to track and report performance on a regular basis. Based on SLA performance, QGR would be released on Quarterly basis against performance and subject to verification and clearance from the DOT. The penalty is shown in the following table and the maximum cap of total deduction is 10% of the total contract value.

SLA 1: System Availability

Sr. No.	Measurement	Target	Severity	Penalty
1	If the websites is not available	< 4 min	Critical	Nil
		4 - 8 min		0.5% of QP
		> 8 min		1% of QP
2	If some of the features are not available and operation continues in restricted fashion which affects productivity in long term	< 12 Hr	Medium	Nil
		12 Hr - 24 Hr		0.1 % of QP
		> 24 Hr		0.5 % of QP
3	Partial or non-critical loss of feature or functionality	< 24 Hr	Medium	Nil
		24 Hr - 36 Hr		0.1 % of QP
		> 36 Hr		0.5% of QP

SLA 2: Project Development SLA

The deliverables shall be completed as per the timelines mentioned in the Section 3.18 Following shall be the penalty for non-achievement of the SLA.

1. Delay of every week would account to a penalty of INR 5,000.
2. The penalty during the implementation and Go Live would be deducted from the payment to be made from the respective deliverables.
3. The penalty would be limited to 10% of the total value of the respective deliverables. Once the maximum penalty limit has reached against respective deliverables, DOT has the right to call for annulment of the contract after due intimation to the bidder.
4. Delay of every week would also account in increase of additional 2 weeks in the maintenance period which will be over and above the maintenance period of 3 years. This duration would be accounted without incurring any charges to DOT.

SLA 3: Performance Management

Sr. No.	User Activity	Maximum permissible time	
		LAN	WAN
1.	Menu Navigation - To display the menu as per the defined user role and profile	<1 sec	<3 sec
2.	Screen Opening - To display the selected data entry screen from the menu chosen	<1 sec	<2 sec
3.	Field Navigation - To navigate between the data entry fields in the screen	<1 sec	<2 sec
4.	Look-up response time - To display items from list of values	<1 sec	<2 sec
5.	Look-up response time - To display items from table	<5 sec	<8 sec
6.	Screen navigation - Time taken to navigate from one screen (tab page) to another which does not involve processing in earlier screen	<1 sec	<2 sec
7.	Transaction commit - Response time taken to commit a simple transaction like Store Issue Indent, Stores Receipt Indent etc.	<2 sec	<3 sec
8.	Query Retrieval Response Time - Simple query	<5 sec	<10 sec
9.	Query Retrieval Response Time - medium complexity query	<8 sec	<12 sec
10.	Query Retrieval Response Time - High complexity query	<15 sec	<20 sec
11.	Reports Generation Response Time - Simple report	<5 sec	<10 sec
12.	Reports Generation Response Time - Medium complexity report	<30 sec	<50 sec
13.	Reports Generation Response Time - High complexity report	<1 min	<3 min

SLA 4: Content Updating

Sr. No.	Level	Function/Technology	Service Level	Penalty
1.	Critical	Content Uploading and Content Removal	During business Hours – **For Critical Requests - Within 30 mins. from receipt of request (after	During Business hours: ** For Critical Requests - Within 30 mins.: 0% of QP

Sr. No.	Level	Function/Technology	Service Level	Penalty
			due approval from the department)**	- Above 30 mins. within 1 hour: 1% of QP - Above 1 hour within 2 hours:3% of QP - Above 2 hours: 5% of QP
			During business Hours – **For Regular Requests - Within 2 hours from the requested time	During Business hours: ** For Regular Requests - Within 4 hours : 0% of QP - Above 4 hours within 8 hours:1% of QP - Above 8 hours: 5% of QP
			Non - business hours Within 4 hours or earlier from the start of the next business day	During Non - Business hours: - Within 4 hours : 0% of QP - Above 4 hours within 8 hours:1% of QP - Above 8 hours: 5% of QP
2.	Minor	Content Updating – Others	To be mutually agreed	To be mutually agreed

3.25.4. SLA Review Process and Penalty

- a. Either the department or bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b. A meeting will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- c. The department and the bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The bidder will then communicate the resolution to all interested parties.
- d. In case the issue is still unresolved, the arbitration procedures described in the Terms &
- e. Conditions section will be applicable.
- f. The total deduction should not exceed 10% of the QP.
- g. Three consecutive quarterly deductions of more than 10% of the applicable fee on account of any reasons will be deemed to be an event of default and termination.
- h. The certifications would be obtained by the bidder latest by end of third Quarter of the Operations phase failing which the subsequent QPs will deferred till the certifications is obtained.

3.25.5. Term of the Contract Agreement

1. The term of this CA shall be for a period of 3 years extendable for further period of 2 years, depending on the satisfactory performance of the bidder and sole discretion of DOT, from the

date of issuance of Letter of Acceptance/ Purchase Order. This includes the time required for managed cloud service provisioning, including co-location.

2. In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Successful Bidder, DOT reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract from the date of operational acceptance.

3.25.6. Indicative Deliverables

1. System Requirement Specification
2. Development of prototypes - Based on the approved solution architecture bidder would demonstrate the application prototype for approval
3. Solution development – upon approval of the prototypes
4. Project Plan
5. Source code, Database scripts, Project status reports and code review Checklists
6. All releases to be accompanied by their corresponding test report, including Test plan, test cases test results and known defect list
7. Documentation- SRS, HLD, LLD, Data Dictionary, DFD, Test Plan, Test cases, Test results Project Schedule, Training Manuals, user guide, Configuration Guide, Installation guide, Admin Manual ,Work Flow.
8. Acceptance – UAT would be conducted by DOT and provide acceptance based on agreed acceptance criteria(environment shall be provided by the bidder)
9. Beta testing at DOT site and UAT test cases with issue analysis report
10. Project hand-over and sign-off
11. Risk and security management
12. Backup and restoration policies and procedures
13. Migration of data & data cleaning from legacy system to new system

3.25.7. Fees

The fees shall be inclusive Goods and Service Tax under the relevant Laws of India. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

3.25.8. Security and safety

1. The Successful Bidder will comply with the directions issued from time to time by DOT and the standards related to the security and safety in so far as it applies to the provision of the Services. Adherence to basic e-Governance Guidelines and Standards for data structure (if any) shall be adhered to.
2. Bidder shall also comply with DOT / Government of Maharashtra's / Government of India's information technology security and standard policies in force from time to time as applicable. DOT shall share the relevant guidelines and standards to the Successful Bidder upon signing of the CA.
3. Bidder shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access

(including unauthorized persons who are employees of any Party) or interference with Department's data, facilities or Confidential Information.

4. The bidder shall upon reasonable request by DOT or his / her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
5. Bidder shall promptly report in writing to DOT any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at DOT.

3.25.9. Warranties

1. The Successful Bidder warrants and represents to DOT that:
 - a. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - b. This Agreement is executed by a duly authorized representative of the Successful Bidder;
 - c. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
2. In the case of the SLAs, the Successful Bidder warrants and represents to DOT, that:
 - a. The Successful Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - b. The SLAs shall be executed by a duly authorized representative of the Successful Bidder;
 - c. The Services will be provided and rendered by appropriately qualified, trained
 - d. Successful Bidder has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
 - e. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
 - f. Successful Bidder will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
 - g. The Successful Bidder shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire contract period the Successful Bidder shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall be paid separately for the warranty other than what are the costs quoted by the Successful Bidder and as specified in the contract.
 - h. If the Successful Bidder uses in the course of the provision of the services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.
3. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Successful Bidder is unable to meet the obligations pursuant to the Implementation of the IT Infrastructure Solution, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, DOT will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the Successful Bidder.

4. The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Successful Bidder to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

Section: 4

General Conditions of Contract

3 General Conditions of Contract (GCC)

4.1. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

4.2. Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 4.2 (2) shall become applicable.

2. Dispute Resolution

In the case of dispute arising, upon or in relation to, or in connection with the contract between DOT and the Successful bidder, which has not been settled amicably, first appeal shall be made to the Director, Directorate of Tourism, Government of Maharashtra. As the case may be, if not resolved the second appeal can be made to the Principal Secretary (Tourism), Govt. of Maharashtra and if then also not resolved the matter shall be referred to the Hon'ble High Court, Mumbai Bench.

4.3. Taxes and Duties

The successful bidder shall be entirely responsible for all taxes (excluding Goods and Service Tax), stamp duties, license fees, and other such levies imposed etc.

4.4. Performance Bank Guarantee

1. The Successful Bidder shall at his own expense deposit with DOT within fifteen (15) days of the date of letter of acceptance or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank, payable on demand, for the due performance and fulfilment of the contract by the bidder.
2. The performance guarantee shall be denominated in the currency of the contract and shall be in the form of bank guarantee.
3. This performance bank guarantee will be for an amount equivalent to 3% of the total contract value i.e., Rs.15 Lakhs (Rupees Fifteen Lakhs only). All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
4. The performance Bank Guarantee shall be valid until the end of six months after the completion of the contract with successful bidder. Subject to the terms and condition in the Performance Bank Guarantee, six months after the contract completion, the performance Bank Guarantee will lapse automatically.
5. The Performance Bank Guarantee may be discharged/ returned by DOT 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. The Format for Performance Bank Guarantee is provided in ANNEXURE I.

6. In the event of the Bidder being unable to service the contract for whatever reason DOT would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of DOT under the contract in the matter, the proceeds of the PBG shall be payable to DOT as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. DOT shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
7. DOT 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, misconstruction or misstatement.

4.5. Confidential Information

1. DOT and the successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
2. The Successful Bidder shall not use the documents, data, and other information received from DOT for any purpose other than the services required for the performance of the Contract.

4.6. Software Rights

Bidder hereby grants DOT license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall be:

- I. Nonexclusive.
- II. Perpetual, fully paid up and irrevocable.
- III. Valid throughout India.

4.7. Service Warranty

1. The Successful Bidder warrants and represents to DOT that:
 - a. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - b. This Agreement is executed by a duly authorized representative of the Successful Bidder;
 - c. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
2. In the case of the SLAs, the Successful Bidder warrants and represents to DOT, that:
 - a. The Successful Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - b. The SLAs shall be executed by a duly authorized representative of the Successful Bidder;
 - c. The Services will be provided and rendered by appropriately qualified, trained
 - d. Successful Bidder has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;

- e. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
 - f. Successful Bidder will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
 - g. The Successful Bidder shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire contract period the Successful Bidder shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall be paid separately for the warranty other than what are the costs quoted by the Successful Bidder and as specified in the contract.
 - h. If the Successful Bidder uses in the course of the provision of the services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.
3. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Successful Bidder is unable to meet the obligations pursuant to the Implementation of the IT Infrastructure Solution, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, DOT will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the Successful Bidder.
 4. The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Successful Bidder to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

4.8. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

4.9. Force Majeure

1. The successful bidder shall not be liable for 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.
2. For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of DOT in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the successful Bidder shall promptly notify DOT in writing of such condition and the cause thereof. Unless otherwise directed by DOT in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.10. Change Orders and Contract Amendments

1. DOT may at any time order the successful bidder to make changes within the general scope of the contract,
2. If any such change causes major deviation in the cost of, or the time required for, the successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within 30 days from the date of the successful bidder's receipt of DOT's change order.
3. Prices to be charged by the successful bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties, and shall not exceed the prevailing rates charged to other parties by the successful Bidder for similar services.

4.11. Extensions of Time

1. If at any time during performance of the Contract, the successful bidder should encounter conditions impeding timely delivery of the Services, the successful bidder shall promptly notify DOT in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder's notice, DOT shall evaluate the situation and may at its discretion extend the successful bidder's time for performance in writing.
2. Delay by the successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in DOT, unless an extension of time is agreed mutually.

4.12. Termination

4.12.1 Termination by Directorate of Tourism

1. DOT may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (10) of this GCC Clause 4.12.1. In such an occurrence, DOT shall give a not less than 30 days' written notice of termination to the successful bidder.
2. If the successful bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as DOT may have subsequently approved in writing.
3. If the successful bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If the successful bidder, in the judgment of DOT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
6. If the successful bidder submits to the DOT a false statement which has a material effect on the rights, obligations or interests of DOT.
7. If the successful bidder places itself in a position of conflict of interest¹ or fails to disclose promptly any conflict of interest to DOT.

¹ a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

8. If the successful bidder fails to provide the quality services as envisaged under this Contract, DOT may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. DOT may decide to give one chance to the successful Bidder to improve the quality of the services.
9. If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
10. In the event DOT terminates the Contract in whole or in part, pursuant to GCC Clause 4.12.1, DOT may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to DOT for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

4.12.2 Termination by Bidder

The successful bidder may terminate this Contract, by not less than 30 days' written notice to DOT, such notice to be given after the occurrence of any of the events specified in paragraphs (1) through (4) of this GCC Clause 4.12.2:

1. If DOT fails to pay any money due to the Successful bidder pursuant to this Contract and not subject to dispute pursuant to GCC Clause 4.2 hereof, within 30 days after receiving written notice from the successful bidder that such payment is overdue.
2. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
3. If DOT fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 4.2 hereof.
4. If DOT is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the successful bidder may have subsequently approved in writing) following the receipt by DOT of the Successful bidder's notice specifying such breach.

4.13. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 4.12.1 or 4.12.2, the DOT shall make the following payments to the Successful bidder:

1. If the Contract is terminated pursuant to GCC Clause 4.12.1 (10) or 4.12.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
2. If the agreement is terminated pursuant of GCC Clause 4.12.1. (1) to (3), (4), (5), (6), (7), (8) and (9). The successful bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the DOT may consider making a payment for the part

a) the Bidder (or its members) have common controlling shareholders or other ownership interest; However, this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder (or its members) is only a minor shareholding of less than 5%; OR

(b) a holding company/subsidiary company of the Bidder is also has a subsidiary/holding relationship with another Bidder; OR

(c) such Bidder (or its members) receives or provides any direct or indirect subsidy, grant, Concessional loan or subordinated debt from any other Bidder (or its members); OR

(d) any two Bidders have the same legal representative for purposes of this Tender; OR

(e) there is access of information or influence between any two Bidders of this Tender by virtue of a relationship, directly or through common third party/ parties; OR

(f) any Bidder (or its members) has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the DOT. Applicable under such circumstances, upon termination, the DOT may also impose liquidated damages. The successful bidder will be required to pay any such liquidated damages to DOT within 30 days of termination date.

4.14. Assignment

The successful Bidder shall not assign, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the other party."

4.15. Indemnity

Bidder shall indemnify, protect and save DOT against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware / software supplied by him.

4.16. Publicity

Any publicity by the Bidder in which the name of DOT is to be used should be done only with the explicit written permission of the Director, Directorate of Tourism, Government of Maharashtra.

4.17. Acceptance Criteria

The primary goal of Testing & Acceptance would be to ensure that the project meets requirements, standards, specifications and performance prescribed by the RFP by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Functional Requirements
- Availability
- Performance
- Security
- Manageability
- Project Documentation
- Data Quality

The project is to be designed to meet all functional, non-functional and management requirements as mentioned in the RFP

DOT will accept the commissioning and project Go-Live only after successful User Acceptance Testing confirmation from all respective departments.

The departments will assess the functionality of the system along with the required outputs and MIS reports based on requirements/solution proposed in FRS, RFP, SRS and SDD documents to give final acceptance to the system.

A team comprising of representatives from DOT, Bidder and respective departments will verify satisfactory performance of all the components of the solution with reference to requirements/solution in the FRS, RFP, SRS and SDD documents.

Any delay on account of Government side procedures such as issuance of Government orders, logistics arrangement at site offices, personnel deployment, power supply, network connectivity and bandwidth etc. should not be considered for acceptance.

In case such a delay occurs, the acceptance should be completed for those modules where these procedures are not impacting.

The prorated payment for the delayed modules, if any may be made later at the discretion of Managing Director, DOT.

STQC/CERT-IN certification for the services on application, web-portal and other modules has to be taken before the Go-Live of the project.

The Acceptance Test shall include unit test of each and every function and facility of the Web portal, customized application modules, Integration points and other functionalities of the solution. The functional requirement for the solution has been shared in the RFP. The system developed/customized by Bidder/SI shall be reviewed and verified by the third party agency against the Functional Requirements signed-off between Bidder and DOT. Any gaps, identified as a severe or critical in nature, shall be addressed by Bidder/SI immediately prior to Go-live of the system.

Final Acceptance Testing – Pre- requisites of Final Acceptance shall have the following:

- Installation & commissioning of all software supplied under this RFP
- All documentation and relevant acceptance test document (including IT Components, non IT components).
- For both IT & Non-IT equipment / software manuals / brochures / Data Sheets / CD / DVD / media for all the supplied components
- Availability of all the defined services shall be verified and mutually agreed between DOT and the successful bidder

Bidder shall be required to demonstrate all the features / facilities / functionalities as mentioned in the RFP

Acceptance by DOT is subject to satisfactory response from respective departments for all Modules and core application. Only after the satisfactory response from the entire stakeholder department, UAT report will be accepted by DOT and the UAT phase will be considered completed.

4.18. Data Security

Selected Bidder and its team have to maintain the confidentiality and security of data in true spirit. In no case, breach in security of data will be acceptable. Violation of this clause may lead to severe penalties, maximum up to termination of involved agency as decided by tender issuing authority.

In this regard, the selected bidder has comply with the following:

i. Non-Disclosure Agreement

The selected Bidder has to sign Non-Disclosure Agreement with DOT. It will be selected bidder responsibility to get this agreement signed along with contract agreement. Format of Draft NDA is attached in Annexure III.

ii. Audit Trails

Website and CMS developed by selected bidder should maintain audit trail of all the work done. CMS should have separate login for all the users and administrator

iii. Confinement of data

Any data or related document (both in physical and electronic format) being used for Web Application/System implementation will not be allowed to be taken outside without the permission of Head of the ward/Department.

iv. Use of data storage devices

Before the start of the work, selected bidder may proactively take permission from DOT regarding use of following electronic gadgets

- Pen Drive
- Hard Disk
- CD/DVD
- Internet dongles
- Camera/Camcorder
- Mobile phones having camera or storage facility

Bidder has to give details and request for any access to any other device capable of storing or capturing data in any format by its staff in following draft format

- Name of Staff members to be given access:
- Type of device to be allowed:
- Company/Make/Model of device:
- Any other information required to identify device:
- Reason for permission:

DOT may also ask selected bidder to take such permissions specifically for any project.

4.19. Risk Purchase Clause

In case the selected Bidder fails to execute the project as stipulated in the delivery schedule, Contact Person, DOT, reserves the right to procure similar services from alternate sources at the risk, cost and responsibility of the Bidder. Before taking such a decision, DOT would give a notice period of 1 month.

4.20. Data Ownership

All the data created as the part of the project would be owned by DOT. Successful Bidder shall take utmost care in maintaining security, confidentiality and backup of this data.

4.21. Intellectual Property Rights

“During and after the end of the contract period or on surrendering or termination of contract, for all data /information/content generated during this period, the DOT department shall own exclusive Intellectual Property Rights of the same, the bidder cannot claim for any rights on the same.

1. In case of Bespoke development of the application: The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Department and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the Department. Once transferred, the Department shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to program source codes, all processes,

- products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.
2. In case of deployment of COTS products: Department shall own perpetual and unlimited user licenses and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all program source codes, processes, products, specifications, reports and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Bidder shall be property of the Department. The Bidder should create a repository of such resources and provide access to Department. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Department and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Department
 - Bidder shall not only support Department with the proposed COTS during the contract period, but also, confirm that after the expiration / termination of the initial contract, continued support will be provided by the Bidder to the Department, in case Department chooses to maintain / upgrade the COTS proposed, either directly or through third party agency(ies)
 - Continued support to the Department will be subject to the purchase of support by the Department post termination / expiry of contract
 - The customized source code with its full rights shall be handed over to the Department
 3. If Department desires, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Bidder, and which may be assigned by the Department to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract, shall be acquired in the name of the Department, prior to termination of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Department.
 4. The Bidder / Bidder's Team shall ensure that while it uses any software, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Department indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or the Bidder's Team during the course of performance of the Services. In case of any infringement by the Bidder / Bidder's Team, Bidder shall have sole control of the defense and all related settlement negotiations.
 5. The Successful Bidder(s) shall not use, share this information, any other data derived from this application, customized software etc. anywhere, without taking permission, in writing, from the department and department also reserves the right to grant or deny any such request. The software application will not be allowed to be misused by quoting same software at other places.

4.22. Change in Tax Rates

Current taxes rates have been used in arriving at the final prices. However any change in the statutory taxes during the term of the contract/agreement shall be passed on to the customer and the prices shall be adjusted accordingly.

4.23. Exit Management

i. Exit Management Purpose

This Schedule sets out the provisions, which will apply on expiry or termination of the contract. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

ii. Transfer of Assets

Successful Bidder shall be entitled to use the Assets for the duration of the exit management period, which shall be the four month period from the date of expiry of contract, or termination of the contract.

iii. Confidential Information, Security and Data

- Successful Bidder will promptly on the commencement of the exit management period, supply to the DOT or its nominated agencies the following:
- Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to E- Governance Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the DOT and its nominated agencies, or its Replacing Bidder/SI to carry out due diligence in order to transition the provision of the Services to DOT or its nominated agencies, or its Replacing Bidder/SI (as the case may be).

iv. Hand holding and knowledge transfer support

- In case of project contract expiry (end of 3/5 years of O&M period), Bidder shall ensure that the identified officials of DOT (IT Cadre) are given proper handover and knowledge transfer at least 3 months prior to the completion of contract period and only on acceptance of the role by the identified officials of DOT, the contract completion certificate along with the last payment to the bidder will be released.
- As part of handholding support the bidder will provide one qualified and trained person exclusively per Department for a specific period to handhold the DOT staff and ensure that the staffs in that Department are able to use the newly developed solution on their own by the end of the handholding period. Handholding support would be required only after the successful commissioning of Application and the necessary infrastructure and completion of capacity building and change management initiatives in respective offices. The deployed qualified trained person would support the office during the office hours on all weekdays and may remain off from duty on Sundays. However, if situation demands the trained person shall remain present late during the day or on the holidays (including Sundays).
- As part of handholding the Bidder will be required to provide comprehensive training to the concerned staff members (IT Cadre) of DOT and other concerned officers regarding implemented solution on continuous basis for a specific period and help them to resolve their issues with the newly developed system on a day to day basis to meet the Service Levels mentioned for Handholding supporting in the annexure to this RFP document. The training should be focused on providing knowledge transfer to the staff

members of the DOT so as to increase their awareness and acceptability of the application and the new computerized system as a whole.

- The Bidder would bear the cost of providing the training; supply of course material, any consumables, and IT infrastructure required for training etc. along with the training premises.
- Along with the hand holding support to the DOT cadre, Bidder has to ensure proper and complete handover to the new vendor (in case of selection of new vendor at end of the project timelines).
- All the required functional training and handover along with required Knowledge transfer and required documentation should be completed by the bidder within 3 months timeframe prior to the completion of the contract.
- A formal handover report has to be submitted by the bidder duly signed by the new bidder.

v. Continuity of operations:

- As and when newer versions of system or application software are introduced within the currency of handholding support, Bidder/SI would provide required training documentation along with each release of patch / upgrade and would provide training to the concerned officers.
- In case of new additions to the staff members in DOT, the Bidder would be required to provide the aforementioned training to them as well, during the currency of handholding support for the project duration of 3/5 years.

vi. Employees

- Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to DOT a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period;
- To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, DOT or Replacing Bidder/SI may make an offer of employment or contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the DOT or any Replacing Bidder/SI.

vii. Rights of Access to Information

- At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to DOT and / or any Replacing Bidder/SI in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to the web Application Software.

viii. Exit Management Plan

- Successful Bidder shall provide DOT with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.
- A detailed program of the transfer process that could be used in conjunction with a Replacement Bidder/SI including details of the means to be used to ensure

continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

- Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on website as a result of undertaking the transfer;
- Plans for provision of contingent support to website and Replacement Bidder/SI for a reasonable period (minimum one month) after transfer.
 - i. Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - ii. Each Exit Management Plan shall be presented by the Successful Bidder to and approved by DOT or its nominated agencies.
 - iii. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.
 - iv. During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
 - v. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

This Exit Management plan shall be furnished in writing to Successful Bidder or its nominated agencies within 7 days from the receipt of notice of termination or three months prior to the expiry of Agreement.

Section: 5

Guidelines for Pre-qualification Bid

5. Guidelines for Pre-Qualification Bid

5.1. Check-list for the documents to be included in the Pre-Qualification Envelope

Sr. No.	PQ Criteria	List of Documents	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Part of Pre-Qualification Bid	Bid Covering Letter		
2.		Scanned copy of EMD of Rs. 5,00,000 (Rupees Five Lakh Only) & Online payment of Document Fee receipt of Rs. 25,000 (Rupees Twenty Five Thousand Only)		
3.		Power of Attorney in favor of Authorized signatory as per the format prescribed in Annexure IV		
4.	PQ1	Valid documentary proof of Certificate of Incorporation/ Registration, GST registration number, and the details of income tax registration (PAN)		
5.	PQ2 & PQ 3	Copy of the audited Balance Sheet and Profit & Loss Statement of the company, certificate from the Chartered Accountant clearly stating the turnover and net worth as per the format prescribed in clause 5.3		
6.	PQ4 & PQ5	Work order and completion certificates from the clients along with the format prescribed in clause 6.2		
7.	PQ6	Copy of the required valid certificates as on date of submission of the bid		
8.	PQ7	Self-certified letter in the format prescribed in clause 5.5 by the bidder that the bidder has not been debarred/blacklisted by any Government / Semi-Government organization		
9.	PQ8	Self-certified letter & relevant Reports of Gartner/Forrester/IDC		

5.2. Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place

Date

To

The Director (Tourism)
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

Subject: Submission of proposal in response to the RFP for Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

Ref: RFP Notification number

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Appointment of IT Agency for the Project "Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism".

We attach hereto our responses to Pre-qualification requirements and technical & financial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to DOT, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the DOT in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date of submission of Bid. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

5.3. Format to share Financial Details

(To be submitted duly signed by Statutory Auditor of the bidder on its letter head)

1. Annual Turnover of the bidder

Sr. No.	Years	Turnover Details in Rs.
A	2018 – 19	
B	2017 – 18	
C	2016 – 17	
Average Annual Turnover (A+B+C)/3		

Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 16-17, FY 17-18 and FY 18-19 shall submitted as supporting evidence

5.4. Format to share Bidder’s Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

Sr. No.	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Area of Business/Services of the Firm/Company	
6.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
7.	Company’s Goods and Service Tax Registration No.	
8.	Company’s Permanent Account Number (PAN)	
9.	Company’s Revenue for the last 3 years (Year wise)	
10.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
11.	Telephone number of contact person:	
12.	Mobile number of contact person:	
13.	Fax number of contact person:	
14.	E-mail address of contact person:	

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

Sincerely,

Date:

(Signature)

Name

In the capacity of

[Seal / Stamp of bidder]

5.5. Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

To

The Director (Tourism)
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

Sub: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

Ref: RFP Notification number

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not banned by the Government of Maharashtra/ Any other state government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, DOT, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

5.6. Format for Pre-Bid Queries

Sl. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification Required

Section: 6

Guidelines for Technical Proposal

6. Guidelines for Technical Proposal

6.1. Technical Bid Cover Letter (Envelope-B Technical Bid)

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

The Director (Tourism)
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

Sub: Selection of Bidder for the Project "Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism"

Ref: RFP Notification number -

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in "Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism ", put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and DOT or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 3% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and DOT.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to DOT is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead DOT as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

6.2. Format to Project Citation

Using the format below, provide information on each reference assignment for which your firm/entity was legally contracted.

Sr. No.	Item	Details	Attachment Ref. No /Page No
1.	Project Name		
2.	Client Name		
3.	Date of Work Order		
4.	Project Duration (In Months)		
5.	Completed/ On going		
6.	Start Date(month/year)		
7.	Completion Date (month/year)		
8.	Brief Scope of Work		
9.	Contract Value		
10.	Project executed as Single Bidder/Consortium Member/ Sub Contractor		
11.	Actual Description of the services provided.		
12.	Proof Enclosed: Completion certificate/Work order/Agreement:		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification and technical bid evaluation. Each work experience shall be enclosed with work order/completion certificate /Substantial completion certificate. Each citation along with work orders would be evaluated for necessary compliance to meet the eligibility criteria

(To be submitted duly signed by Statutory Auditor of the bidder on its letter head)

6.3. Project Implementation Methodology

The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

- a) The Overall approach to the Project
- b) Details of wireframes.
- c) A detailed description of the solution and solution approach
- d) Implementation Methodology and Deployment Architecture
- e) Strength of the Bidder to provide services including examples or case-studies of similar work
- f) Project Organization and Management Plan
- g) Extent of compliance with the specifications mentioned in the scope of work in the section 3.0
- h) Project Monitoring and Communication Plan– Bidder's approach to project monitoring and communications among stakeholders.
- i) Change management methodology
- j) The performance benchmark for the offered solution & services

- k) The constraints, essentials and necessities if any for installation & commissioning of system
- l) Implementation plan– Bidder’s approach to implement the project
- m) Risk Management Plan – Bidder’s approach to identify, respond / manage and mitigate risks
- n) Quality Control plan - Bidder’s approach to ensure quality of work and deliverables
- o) Escalation matrix during contract period
- p) Migration of extant features from www.maharashtratourism.gov.in to the new website

Note:

- a. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.
- b. Inadequate information shall lead to disqualification of the bid.

6.4. Requirements Compliance for website Designing & Development

6.4.1. Technical Requirements: Website Designing & Development

#	Technical Requirements
1	Architectural and Design aspects
1.1	The websites and portals should have support for AJAX, JavaScript, JQuery, CSS3. It Should support broad range of standards for example DOM 1.0, HTML 5, HTTP, HTTPS, MathML, ODBC , ODF (IS26300) , Open XML (IS29500), OpenSearch, OpenType, PDF 1.7, PDF/A, RTF, RSS, ATOM, SOAP, SVG, REST, UDDI, Unicode, URI/URN XML Schema, WebDAV, WSDL, WSRP, XHTML, XML, XML Web Services, XMLDsig, XPATH, XPS, XSLT.
1.2	The websites and portals shall have image and graphic components in jpeg, png and gif formats and the same shall be compressed without losing on visual quality as far as possible to allow faster downloads.
1.3	A consistent page layout should be maintained throughout the site. This means that the placement of navigation and text elements should be uniform across the websites and portals.
1.4	Graphics, Buttons and icons should be properly presented so that it can hold the user’s attention, add interest to the websites and portals and clearly convey the meaning.
1.5	The descriptive content shall be primarily derived from the department stakeholders and associated website of department; however, the bidder shall be responsible for the migration of overall content, including setting up of new content that may be desired. Content and data migration from the associated websites and portals into the new websites and portals shall be carried out by the bidder.
1.6	Graphics used in modernizing the websites and portals shall not be very large in size and the bidder shall ensure that the graphics do not slowdown the page load time. The bidder shall also ensure that the websites and portals shall have an acceptable performance on different type of internet connection such as, <ul style="list-style-type: none"> • Dial-up • Broadband • High speed internet • GPRS
1.7	The websites and portals should be compliant to the latest versions of W3C standards on 'Web Design and Applications' standards available at

	http://www.w3.org/standards/webdesign/
1.8	Be able to operate in Windows or UNIX or LINUX operating system.
2	Accessibility
2.1	The websites and portals designed shall be in compliance with WCAG (Web Content Accessibility Guidelines) 2.0. http://www.w3.org/TR/WCAG20/
2.2	The websites and portals designed shall be in compliance with GIGW (Guidelines for Indian Government website) guidelines. - http://web.guidelines.gov.in/
2.3	The websites and portals must be in compliance to all guidelines given by statutory/vigilance authorities during the contract period.
2.4	The websites and portals should be compatible with all major Internet browsers like Internet Explorer, Google Chrome, Mozilla Firefox, Safari. Should support IE 7.0 and above and the latest versions for the other mentioned browsers.
2.5	Page load time must be optimized and the bidder ensures that the websites and portals adjust automatically as per the screen resolution of the website visitors from multiple devices (responsive design). The websites and portals shall automatically expand/compress itself as per the screen resolution. There shall be no horizontal scroll in the website/portal structure.
2.6	The websites and portals shall be accessible through multiple devices such as desktops, laptops, mobile phones, smart phones, smart devices and kiosks. This shall be operable through mouse, keyboard, stylus and touch-screen.
3	Interoperability
3.1	The solution should be flexible that exposes integration points at many levels, including presentation, proxy, web services.
4	Deployment
4.1	The Bidder is expected to host the website at their premises during the period of development and security audit and thereafter it has to be transferred to Data Center provided by the Directorate or Information Technology, GoM or any other place as directed by DOT / DOT.
4.2	The hardware infrastructure provided by DOT will be as per the sizing recommendations given by bidder and High-Availability architecture as given in the design document by the bidder.
4.3	The websites and portals may be deployed on High-Availability architecture, for example, by means of clustering techniques; thus the bidder shall ensure that websites and portals work on such High-Availability architecture.
4.4	The bidder shall provide a design document describing the High-Availability architecture.
4.5	It should be possible to deploy the solution to the cloud if need be.
4.6	The solution should adhere to standards and guidelines that will allow the content to be migrated to an alternate platform with minimal efforts.
4.7	The solution should support popular databases like Oracle, MySQL, SQL Server & IBM DB2
5	Availability
5.1	The Solution shall be highly available via various mechanisms, e.g. data replication, clustering and backup configuration.
5.2	The Solution shall up porter organization of databases, indexes and configurations online without the need for any downtime.
5.3	The bidder shall release upgrades and patches that shall be applied with minimal loss of system availability during production hours.
5.4	The Solution shall allow data loading to support 24/7 environments with no window where system is down when loading data.

6	Scalability
6.1	The Solution shall provide a scalable architecture.
6.2	The Solution shall support both horizontal and vertical scaling.
6.3	The Solution shall provide for expansion of data storage as needed to accommodate increased volume of data based on approved Capacity Plans by DOT.
6.4	The Solution should also make use of a distributed cache to enhance the scalability of the system.
7	Performance
7.1	Websites response time during peak agency level operations shall be 2 seconds or less for 95 percent of the search and lookup queries (does not include adhoc queries and analytics). Maximum response time shall not exceed 10 seconds except for agreed to exclusions. Response time is defined as the time elapsed after depressing an ENTER key (or clicking on a button that submits the screen for processing) until a response is received back on the same screen
7.2	The bidder should evaluate the necessity of introducing a Content Delivery Network for faster content delivery.
7.3	To run independent of IP Address i.e. IP Addresses should be not be hard coded in the source code/configuration
7.4	The solution shall have the ability to support session replication and transparent failover using high-availability architectural options.
7.5	The Bidder must build the websites and portals such that expansion of the system can be achieved with a minimum of additional system administration burden and staffing.
7.6	Websites and portals architecture must comply with 99.50% availability.
7.7	Websites and portals administration staffing requirements and workload should be minimally impacted with expanded system usage.
7.8	The websites and portals may lose no more than last 15 minutes of the day data in the event of a major incident. (Recovery Point Objective)
7.9	The websites and portals shall be restored within 1 hr of service in the event of a major incident. (Recovery Time Objective)
7.10	The Solution shall use fully redundant network and hardware.
7.11	The Solution shall support virtualization to expedite disaster recovery.
7.12	The Solution shall have the ability to support either a Production and hot (real time replication) disaster recovery design or a multi host site Production design that would allow one site to seamlessly be offline and the other site would maintain service without interruption.
7.13	The Solution shall include a disaster recovery plan and provide contingency plans for client lookup capabilities and online collaboration in the event of a disaster.
7.14	The Solution shall provide the ability to recover from data loss due to end user error and end application error.
7.15	The Solution shall provide the ability to perform archival/incremental backups and the ability to perform database backups.
7.16	The Solution shall provide tools for managing an environment that supports both high availability and disaster recovery.
7.17	The Solution shall include the capability to maintain all data according to DOT defined records retention guidelines (i.e. record schedule) which is 20 years.
7.18	The Solution shall include the capability to maintain all images and electronic documents according to DOT defined document retention guidelines (i.e. record schedule)

7.19	The Solution shall provide on-line access of the current and previous financial year data for auditing purposes at any point in time.
8	Capacity - Current and Forecasted
8.1	The Solution shall be designed to support the websites and portals and any anticipated expansion in scope of connectivity.
8.2	Bidders should propose hardware according to specifications.
8.3	100-120 MB YOY increase in content (pages and documents)
9	Security
9.1	The websites and portals should comply with the security guidelines published by OWASP (Open Web Application Security Project) - https://www.owasp.org/index.php/Main_Page
9.2	The solution shall adhere to the principle of "Fail Safe" to ensure that a system in a failed state does not reveal any sensitive information or leave any access controls open for attacks.
9.3	The websites and portals shall maintain a level of security that is commensurate with the risk and magnitude of the harm that could result from the loss, misuse, disclosure, or modification of information.
9.4	The Solution shall support security at the object level (e.g. Table, View, and Index).
9.5	The Solution shall support security at the row and column level.
9.6	The Solution shall support auditing at the object level (i.e. Table, Column).
9.7	The Solution shall provide the ability for concurrent users to simultaneously view the same record, documentation and/or template.
9.8	The Solution shall provide protection to maintain the integrity of data during concurrent access.
9.9	The Solution shall be configurable to prevent corruption or loss of data already accepted in to the Solution in the event of a Solution failure.
9.10	The Solution shall support protection of confidentiality of all content delivered over the Internet or other known open networks via encryption using triple-DES (3DES) or the Advanced Encryption Standard (AES) and an open protocol such as Transport Layer Security (TLS), Secure Sockets Layer (SSL), Internet Protocol Security (IPsec), XML encryptions, or Secure/Multipurpose Internet Mail Extensions (S/MIME) or their successors.
10	Web Application Scalability and Extensibility
10.1	The Solution shall be designed for ease of maintenance and readily allow future functional enhancements. This shall be accomplished through use of modern design principles like applying principles of modularity, interface abstraction, and loose coupling.
10.2	The Solution shall be adequately flexible to keep up with the changing technology.
10.3	The Solution shall be scalable and adaptable to meet future growth and expansion/contraction needs such that the websites and portals can be expanded on demand and be capable of retaining its performance levels when adding additional users, functions, and data.
10.4	The webpages shall be highly re-configurable, providing ability to reposition and rename field labels / data fields, remove or "turn-off" unused fields, maintain data, and allow addition of custom-defined fields.
10.5	The Solution shall provide the ability to create and/or modify edits and business rules which determine the correctness/integrity of data.
11	Reporting

11.1	Reports should be generated and emailed to identified email addresses and should also be available online for viewing
11.2	The Solution shall provide the following reports to monitor adherence to Service Level Criteria (but not limited to); 1. Uptime Report- Daily 2. Transaction Response Report- Daily 3. Monthly Analysis (Summary of Performance)-Monthly 4. Frequent error report (Pareto analysis of all the errors that have occurred)- Monthly 5. Business Impact Analysis Report- Monthly
11.3	The Solution shall support generation of Adhoc reports
11.4	The Solution should also cover reports which the CMS web analytics module provides, by default
12	Auditability and Compliance
12.1	The Solution shall maintain a record (e.g. audit trail) of all additions, changes and deletions made to data in the system. This should be readily searchable by user ID. This must include but is not limited to: • The user ID of the person who made the change • The date and time of the change • The physical, software / hardware and/ or network location of the person while making the change • The information that was changed • The outcome of the event The data before and after it was changed, and which screens were accessed and used
12.2	The Solution shall allow an authorized user to set the inclusion or exclusion of auditable events based on organizational policy & operating requirements /limits.
12.3	The Solution shall support logging to a common audit engine.
12.4	The Solution shall provide authorized staff with the capability to read all audit information from the audit records in the following two ways: The Solution shall provide the audit records in a manner suitable for the user to interpret the information. The Solution shall provide the capability to generate reports based on ranges of Solution date and time that audit records were collected. The Solution shall be able to export logs into text format in such a manner as to allow correlation based on time (e.g. Coordinated Universal Time [UTC] synchronization).
12.5	The Solution shall prohibit all users read access to the audit records, except those users that have been granted explicit read access.
12.6	The Solution shall protect the stored audit records from unauthorized deletion. The Solution shall prevent modify captions to the audit records.
12.7	The proposed Solution must provide logging, reporting and accessing errors and exceptions.
13	Annual Maintenance
13.1	The bidder shall provide comprehensive maintenance for a period of three years from the date of successful commissioning and acceptance of the Solution
13.2	During this period (warranty and maintenance), the Bidder will be responsible for the issue resolution, patch updates, upgrades, bug fixing, replacement and support of all solution

	components supplied under as part of the contract. The Bidder will also be responsible for securing the Annual Technical support (ATS) from the solution providers for the warranty and post warranty period.
14	Environment & Configuration
14.1	The bidder shall submit to DOT as part of their proposal, specifications for all necessary hardware, software and tools for the five (5) environments listed here. The bidder can propose to combine certain environments, where appropriate. The five (5) environments include: Production, Staging, Development, Test/Training/Performance & Disaster Recovery
14.2	Bidder shall submit as a component of proposal specifications for all software, hardware, and tools that would be inclusive of a full SDLC, including environment to support the following needs: Production, QA, Staging, Development, Test, Training, and Disaster Recovery.
14.3	The bidder shall develop a technical infrastructure document which describes all of the hardware, system software and tools necessary for each of the environments proposed.
14.4	The bidder shall develop an environment configuration manual that describes the environment installation and configuration necessary for each of the environments.
14.5	The bidder is responsible for installing and configuring all software and tools purchased under the contract for the proposed environment during the contract duration.
14.6	The bidder is responsible for maintaining all software and tools purchased under the contract until Solution acceptance for all proposed environments.
14.7	The bidder shall provide DOT with readable source code and object (executable) code, documentation for all functionality developed by the bidder, license storable source code and object (executable) code, and documentation for all functionalities.
15	Knowledge Transfer & Training
15.1	The bidder shall develop (in co-operation with DOT) and execute a Knowledge Transfer and Training Plan that describes roles and responsibilities of the DOT users and bidder, and the approach for bringing end users and technical personnel to an appropriate level of understanding of the Solution.
15.2	The bidder shall provide train – the – trainer and end user training documentation (including user manuals, online content etc.).
15.3	The bidder shall provide DOT a training course outline for review and acceptance prior to the beginning of scheduled training.
15.4	The bidder shall provide all training materials developed for the system to DOT in both hard and soft formats. Those materials shall become the property of DOT and may be modified and duplicated by DOT. The onus of preparing the training material will be on the Bidder.
15.5	The bidder shall provide updated training documentation as necessary to incorporate new processes or functionality due to system releases, upgrades, or changes throughout the contract term.
15.6	The bidder shall schedule all training during regular work hours as approved by DOT, unless the bidder receives advance approval from the DOT for specific training at other times.
15.7	The bidder shall develop and perform train-the-trainer training sessions, as appropriate.
15.8	For the duration of the contract, the bidder shall continue to provide training to the technical staff if system upgrades have been installed and there is a change in Solution components functionality.
15.9	The bidder shall provide both end-user classroom training/Train-the-trainer sessions and on-line training as agreed with DOT for all end-users.

15.10	The Bidder will be responsible for preparing, circulating and collecting training feedback forms from the participants to ensure that the users meet the minimum eligibility criteria
15.11	The Bidder has to ensure that there is online help available for each functional area of the Solution
16	Monitoring & Logging
16.1	The Solution shall log all system transactions and keep them easily retrievable and sortable.
16.2	The Solution shall detect major errors related to one or more components including loss of network connectivity, a database server going off line, or the application suffers an out-of-memory situation.
16.3	The Solution shall have safeguards designed to ensure that configuration variables affecting the application and the back end resources remain at some predetermined configuration settings.
16.4	The Solution shall monitor URLs/ pages as finalized by DOT.
16.5	The Solution shall monitor URLs on the bandwidth agreed
16.6	The Solution shall monitor URLs on 24x7 basis
16.7	The Solution shall monitor URLs once in every 15 minutes from agreed location (maximum 5 locations)
16.8	The Solution shall detect and report intrusion attempts by unauthorized system users.
16.9	The Solution shall monitor critical and standard performance parameters such as response time, resource availability, CPU Utilization.
16.10	The Solution shall provide a holistic view of a wide range of application services and network services providing the ability to drill down to a level where the observations provide useful information and both real-time and snapshot views through dashboards.
16.11	The Solution shall send alerts based on the monitored attributes. The Solution must support E-Mail / SMS based alerts. (maximum of 10 E-Mail IDs of DOT personnel)
16.12	The Solution shall provide information on the bottleneck in the system.
16.13	The Solution shall send uptime and response time reports for the URLs being monitored on a daily basis
16.14	The Solution shall allow DOT to perform admin activities through an intuitive user interface. Shall have the ability to create custom dashboards to empower the users.
16.15	The Solution shall allow for Report generation and analysis for application troubleshooting and capacity planning.
16.16	The Solution shall allow for different roles for Users including Operators, Administrators etc. for DOT to monitor the Solution if required
17	Quality Assurance & Acceptance
17.1	The bidder is required to develop and implement quality assurance processes and procedures to ensure that the websites and portals development and operations are performed to meet the quality standards that are relevant to each area in all project phases.
17.2	The bidder is required to use various tools and techniques that can make tests run easily and the results are automatically measured. In this way, testing tools provide a more cost-effective and efficient solution than their manual counterparts. Plus, they minimize the risk of human error during testing
17.3	In order to ensure that such a QA mechanism is effective and acceptance of the website, the following tests are required for acceptance:

	<ul style="list-style-type: none"> • Unit Testing: Basic validation of developed components by developers. Functional / Internal Integration Testing: Validation of developed components against functional requirements and design specifications. • System Testing: Validation of both functional and technical requirements for the integrated Solution. This could include external integration if required or it can be separated into testing phases. • UAT: User Acceptance Testing (UAT) validation of the Website Solution and assurance that it meets both functional and technical requirements • Stress and Performance Testing: Load testing enabling understanding of performance and behavior of Website Solution under large number of users and high-load conditions. Performance testing should also be done on different type of internet connections with variable speeds accessible through various devices such as, <ul style="list-style-type: none"> • Dial-up • Broadband • High speed internet • GPRS • Proxy through LAN <p>Appropriate reports indicating the performance results done using performance testing tools to be made available to the satisfaction of DOT as outlined elsewhere in this RFP.</p>
17.4	Selected bidder is required to describe their QA and testing approaches and procedures as well as testing tools for conducting various tests in support of the acceptance of the Solution. Selected bidder is expected to follow minimum CMMi level 3 processes.
17.5	Selected bidder to describe their documentation standards e.g. Documentation description, documentation identification, content, nomenclature etc. as well. Sample documents to be enclosed as part of the technical proposal.

6.4.2. Functional Requirement Specification of Website

The service provider shall provide web development and WCMS service to DOT meeting following specifications:

#	General Requirements
1	Appearance
1.1	The website design should adhere to the branding guidelines of DOT.
1.2	The bidder is responsible for designing the sitemap. The sitemap shall be designed in a hierarchical visual model. The sitemap should be updated dynamically in case of page addition / removal.
1.3	The site map shall show the user a diagram of the entire site content. It shall help users navigate through the website.
1.4	The bidder shall provide support to the DOT for STQC certification upon the completion of the project and the website designed shall be compliance with WCAG 2.0, GIGW guidelines and OWASP security guidelines.
1.5	The bidder shall provide links to the external governmental and non - governmental sites, other regulatory/statutory authorities, and UIDAI-Aadhaar. The bidder shall incorporate a facility of a disclaimer message which shall be displayed to the visitors when these links are clicked.
1.6	The bidder shall use bullet points and lists wherever possible and avoid the use of long paragraphs of text. The bidder shall also provide headings and sub-headings of any written material and the material written by the bidder shall be professional, avoiding jargon and

	technical terms.
1.7	Bidder shall ensure that the font used across the website shall consistent.
1.8	It is bidder's responsibility to edit, optimize and incorporate content in the form of texts, photographs, images and videos provided by DOT into the website. The texts, photographs, images inserted shall be readable in the print format and print correctly in A4 size paper.
1.9	Bidder to provide alternate text for non-text elements such as images, audio/video clips and multimedia presentation. The bidder shall provide a mechanism to control audio, video, multimedia presentation that starts automatically.
1.10	The bidder shall provide a mechanism to control audio, video, multimedia presentation that starts automatically.
1.12	The bidder shall standardize the buttons and navigation graphics for all the pages, where appropriate for the design.
1.13	The bidder shall understand that the text can be quite longer or smaller in different language and therefore the website designed will need to take this into account.
1.14	The Website shall be readable whether Cascading Style Sheets switched off or not loaded.
2	Web Content Management System
B1	Content Editor
2.1	WYSIWYG rich text editor
2.2	Spell checker in all languages
2.3	Rich Text Editor support for Microsoft Internet Explorer, Mozilla Firefox, Apple Safari, Google Chrome and Opera on all platforms.
2.4	Editing content shall be as easy as editing in Popular Word Editors. Menu links shall be automatically generated/removed as editors add/delete pages.
2.5	Should have preconfigured generic templates and workflows for the content management, Content Storage Management, Content exit and Archival. 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 including Workflow process. Centralised template management for consistency within portal. Content repurposing for different audiences and different interfaces
B2	Content Management
2.6	Menus and sub-menus shall be dynamic and created, based on the page-tree as pages are added and subtracted. The webpages shall be styled entirely through CSS (Cascading Style Sheets), with clear and appropriate graphs. Once the authorized makes any changes, the system shall be able to record those changes including time, date, user details and section of the site modified.
2.7	The system shall support multiple languages and the content in multiple languages shall be managed from the same control panel. Add/Edit/Delete of content for multiple languages from the same page should be allowed. The following languages need to be supported Marathi & English. Marathi and English should be considered as primary languages and given utmost importance. In the initial launch the site will be bilingual with support for Marathi & English languages. The content for the remaining languages will be set up subsequently as and when provided by DOT.
2.8	The system should allow inserting metadata for each page globally and for different languages. Content storage management of all types of content; text graphic, audio, video etc. In context contribution, purview, updates and approvals. Email notifications for automated content edits and reviews. Native content conversion to web formats. Both

	dynamic and scheduled publishing models. CMS should be able to generate content feeds. CMS should be able to be integrated with any workflow systems, which supports e-forms.
2.9	Should provide DHTML, Excel, PDF, MHTML, CVS, XML, Null, and Image rendering extensions
2.10	The system shall provide geo-tagging facility. The system shall display the locations in maps. Co-ordinates of locations will be provided by DOT.
2.11	The system shall trace what content is being published, set a schedule for content to be published, and automatically remove outdated content. The system should allow content to be published and unpublished on specified dates.
2.12	The system shall provide a facility which will reflect changes, when changes are incorporated in the website and if there is any requirement regarding design, development and testing of the website.
2.13	Content Integration: System should support consumption of content from third party websites like videos from YouTube.
2.14	Staging Content: The system should allow staging content locally to keep changes separate from the live site.
2.15	The descriptive content shall be primarily derived from the department stakeholders and associated website of department; however, the bidder shall be responsible for the migration of overall content, including setting up of new content that may be desired. Content and data migration from the associated websites and portals into the new websites and portals shall be carried out by the bidder.
B3	Search
2.16	The system shall provide a full text search for all the content. This shall be able to search in all the links, sub-links, sub sub-links and shall provide links where the searched word or phrase is present. On clicking the link, the content shall be displayed.
2.17	Support for secure search across content and show most relevant search result at the top
B4	Search Engine Optimization
2.18	The system shall re-write the URL's that are search engine friendly. The re-written URL's shall be shorter and more relevant looking links to web pages.
2.19	The website shall be search engine friendly and the bidder shall optimize the website for search engine positioning using keywords relevant to DOT stakeholders including present and prospective clients.
2.20	The system shall submit the website to the top 4 search engines (depending on the geographical location) including Google, Bing, Yahoo and Live. It is the responsibility of the bidder to rank website in the top five results on search engines mentioned when searched with relevant keywords. Facilitated metadata generation and management which enables effective content discovery.
B5	Social Media Integration
2.21	The system shall be capable of integration with social media such as Facebook, Instagram, LinkedIn, Twitter, Google+ and YouTube etc...
2.22	This system shall also include the capability to "Like", "Share", "Print" and "E-mail" the relevant page.
2.23	The system should be capable of providing a platform to display industry and site blogs on the website.
B6	Security
2.24	The CMS system shall be integrated with Active Directory for authentication and roles based editing. Audit trails of edits, content approval, and session management are necessary.

2.25	The permission system shall be divided into both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added. Provide security options so users may only work on permitted pages.
2.26	Provide virus scanning on all uploaded content.
3	Web Analytics
3.1	The system shall provide DOT in analyzing the popularity of the website and visitors behavior pattern on the website.
3.2	The system should facilitate the view of hits separately for Multi-lingual website. Analysis of visitor hits on the website should be possible by filtering the data based on certain parameters such as date range, specific page hit. The administrator shall be able to login once to view the number of hits, traffic coming from a specific search engine, keywords used on search engine, repeat and unique visitors and visitor's state and countries. It shall also generate analytics on peak usage time during a particular day/week/month/year.
3.3	The system shall also provide a facility to generate dashboards on the website visitor's behavior on a weekly, monthly, quarterly and annual basis. It shall also be capable of generating detailed reports which shall be downloadable in multiple formats. The formats in which the reports shall generate shall be in the formats mentioned below but not limited to these:- .xls .pdf .html .csv with option
4	Marquee
4.1	The system should support configuring a scrolling marquee. The marquee speed, direction and behavior should be configurable.
4.2	The website shall have a marquee and the ability to turn it on/off.
5	Workflow
5.1	The system should allow creating predefined workflows that can be associated with content of the website.
5.2	The system shall provide a trigger facility to send a reminder notifying about the expiry date of the content and once the notification is sent, it shall be ensured that either the content is placed in the archive section or the expiry date is extended.
6	Document Viewer
6.1	Out of box content components like document viewer /catalog to be available that helps in previewing content without downloading content.
7	Mobile / Tablet Support
7.1	Should support Adaptive page templates - shows content that is device agnostic

7.2	Should support responsive page templates
7.3	Mobile Device Preview
8	Moderation
8.1	System should provide a way to moderate the user generated comments, ratings, reviews.
8.2	Ability to define lists of keywords which should be blocked or allowed.
9	Segmentation and Targeting
9.1	System should be capable of supporting English based rules engine for segmentation and targeting
10	Other Requirements
10.1	The system should provide web crawler search capabilities that are configurable to collect specific content from the internet to be displayed on the website.
10.2	The system should allow rating of content by the user. The rating can then be used to display content on the website as per its popularity or to best plan for future content that best meets the needs of the user.
10.3	The feedback provided from website visitors shall be emailed to the designated officer mail id. The system shall be designed in such a way that the designated officer or user department shall be able to respond to the visitor in a timely manner on the e-mail id provided. The feedback given by the customer and the response given by the DOT user to be time stamped.
10.4	The bidder shall style all the aspects of the core functionality on the website and all the extensions shall be styled through Cascading Style Sheets. The website design shall comply with the web standards i.e. HTML5 and CSS3 and this shall be flexible keeping future development in technology.
11	Live Support Software / Live Chat
11.1	<p>The bidder should provide insight and advice on a live chat to provide online assistance to users, get feedback and increase conversion. The bidder will also be responsible to integrate the live chat software with the website. The chat will take place between current/potential user, and the department. It would be a one to one chat. The live chat software should support the following types of chat:</p> <p>Pro-active chat - In this case, the chat window pop-ups on its own and shows a message to the website visitor. This message is shown based on different criteria like the amount of time spent on the website, the pages visited etc. The visitor can then choose to respond to the message displayed.</p> <p>Broadcast - This is a chat initiated by the website visitor. Leads will have to be generated as a part of the Chat feature depending on whether it is chat for support.</p>
11.2	The solution shall be reliable, scalable and operationally efficient with continuous improvement by learning from regular sessions
11.3	The solution shall be fully customizable and seamlessly integrated with the website
11.4	No additional software. - No special plug-ins, Java Applets, DLL's or ActiveX Controls need to be installed by the users

11.5	The bidder shall not disclose or use any of the information and data generated during live chat session such as user details, queries, responses, data, and so forth, to any third party
11.6	The solution shall have Fast response time even on a slow connection
11.7	Presence & Status – There shall be provision to view contact's status and presence
11.8	The Solution shall support for conversation logging - History to be stored and made searchable by date range, or for specific user or customer
11.9	Moderated Chat language from being viewed within the chat online harassment from one or more other users. This will prevent from receiving messages from the ignored user(s) even when no moderators is online only selected list of people to join about important events whichever chat room they are in.
11.10	Administrators shall be able to add/Update/delete query and response on the basis of conversation analysis
11.11	FAQ Chat Solution shall be able to interact with user and respond to basic queries raised in English with Natural Language Processing Capabilities to identify users queries and respond accordingly
12	Safe to Host Certificate
12.1	The bidder shall provide security clearance certificate from Cert-in empaneled auditor and all the vulnerabilities must be fixed before hosting the website.
13	Self-audit report for compliance with Guidelines for Indian Government Websites
13.1	The Government of India has launched "Guidelines for Indian Government websites" in February 2009. These guidelines are now part of the Central Secretariat Manual of Office Procedures (CSMOP) and it is advisable that all Indian Government websites are developed in compliance to guidelines defined in this document. This website should be developed keeping this requirement in consideration and the bidder must ensure compliance with the guidelines.
13.2	The website must be audited against these guidelines and detailed audit report along with compliance certificates must be presented.
14	Section 14: OEM
14.1	In case of OEM, the licenses proposed shall be Perpetual along with Maintenance, Upgrades and Updates for Duration of Contract. The Licenses shall not be restricted based on the Location/Hardware and department shall have flexibility to use same for other requirements if required
14.2	There shall be 24 X 7 comprehensive support arrangements over the period of contract for the proposed OEM with respective component
14.3	No OEM solution component or sub-component that is likely to be declared end of sale within 24 Months of Award of Contract shall be suggested
14.4	No OEM solution component or sub-component that is likely to be declared end of support within duration of Contract shall be suggested
14.5	The Bidder must pass on the standard OEM's warranty which comes bundled with proposed or purchased OEM solution. In addition, the bidder has to provide documentary evidence for back-to-back support agreement with proposed OEM, if any
14.6	The OEM Solution (if any) and warranties shall be registered on the name of DOT

Section: 7

Guidelines for Financial Proposal

7. Guidelines for Financial Proposal

7.1. Financial Proposal Cover Letter (Envelop C–Financial Bid)

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

The Director (Tourism)
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

Subject: Submission of proposal in response to the RFP for Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

Ref:

Dear Sir,

We, the undersigned, offer to provide the services for "Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism" in accordance with your Request for Proposal dated [*Insert Date*] and our Pre-qualification. 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 DOT. This amount is exclusive of Taxes.

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 (120 days) from the date of submission of Bid. We undertake not to subcontract the work of more than 25% of the total value of the Contract.

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

7.2. Financial Proposal Format & Instructions

Ref: RFP Notification number

7.2.1. Financial Proposal (Commercial Quote) of the Bidder

The Bidder shall thoroughly examine all the requirement of RFP for Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism. Having examined the Bid document, the bidder shall provide the quotation summarizing their commercial proposal in order to meet RFP requirements and provide service delivery as set out in RFP document

Table 1 – Application Development, Implementation Testing & Maintenance Cost

S.N.	Item Description	Cost (INR)
CAPEX (A)		
1	Total Cost of Design, development, Testing, Audit, training and Implementation cost for Website/Portal for DOT including migration of extant content to new website and development of a mobile application for Maharashtra Tourism	
OPEX (B)		
2	Total cost of Operation and Maintenance of DOT Website/Portal for a period of 3 years post Go-Live	
	Total Cost (in Figure) = A+B	
	Total Cost (in Words) (including all other taxes, excluding GST)	
	GST	
	Grand Total Cost (T) (in Words) (including GST)	

Note:

- The L-1 shall be decided on the basis of Grand Total Cost (T) quoted in the Table 1
- The bidder will have to provide the breakup of resources & rate card (as per below Table 2) on bidder's company letter head duly signed and stamped by authorized signatory, scan and upload PDF copy in financial bid envelop
- The bidders shall have to indicate the number of resources of each type that shall be deployed during the development and O&M period of the project.

7.2.2. Format for Breakup of Resources Man-Month Rate

Table 2: Rate Card & Number of Resources (illustrative: Bidder is expected to fill up the relevant resource details as per the requirement mentioned in Annexure-II)

Role	Design, development, Testing, Audit Training & Implementation		Operation & Maintenance	
	Man Month Rate (INR)	No. of resources	Man Month Rate (INR)	No. of resources
Project Manager				
Business Analyst				

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

Role	Design, development, Testing, Audit Training & Implementation		Operation & Maintenance	
	Man Month Rate (INR)	No. of resources	Man Month Rate (INR)	No. of resources
GUI Designer				
Sr. Software Developer				
Software Developer				
Tester				
Content writer/ designer/researcher				
Solution Architect				
Any other resource (If applicable)				

Note:

1. The Man month rate given in the above table will act as a reference cost for each resource category which would be considered during O&M period in case of Change Requests.
2. Payment will be made as per approved actual no. of resources deployed based on the man month rates mentioned above. The rates shall remain valid for a period of 3/5 years as applicable from the date of award of contract.
3. Please submit & upload the financial proposal along with covering letter as per the above formats (as a PDF File).

7.2.3. Instructions:

- I. The rate quoted shall be inclusive of cost of detailed scope of work mentioned in Section 3.0 of the RFP document.
- II. The quoted rates should be inclusive of all operational costs to render services as per the scope
- III. All the prices are to be entered in Indian Rupees ONLY
- IV. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Traveling, Lodging and other related items.
- V. GST shall be paid as per the prevailing rates at the time of releasing the payments.

Annexures

1 Annexure I - Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref:

Date: _____

Bank Guarantee No.: _____

To

The Director (Tourism)
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Hereinafter, referred to as "Contract") with you for "Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism" in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 3% of the Total Contract Value, i.e., Rs.15,00,000/- (Rupees Fifteen Lakhs Only) and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 3% of the Total Contract Value i.e.,Rs.15,00,000/- (Rs.Fifteen Lakhs Only) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and

the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 180 days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against DOT; and For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 3% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 3% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 2020.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

2 Annexure II – Format for CV of the Proposed Resources

Summary of resources

The following are the key resources expected to be deployed by the Successful bidder:

S.N.	Roles	Role Responsibility	Qualification & Experience (Indicative)
1	Project Manager	<ul style="list-style-type: none"> • Creating and Maintaining Project Plans and Organizing work environment • Manage Project Risk and Client Expectations • Promote Communications and Coordination at all organization level • Help Ensure milestones are met and quality is delivered • Ensure documentation of Project Activities 	<ul style="list-style-type: none"> • Full-Time Graduation Degree in Engineering • Post-Graduation degree in Business Administration and PMP Certification • Minimum 10 Years of Work Experience • Experience of managing turnkey project including software solution and hardware implementation
2	Technical Solution Architect	<ul style="list-style-type: none"> • Developing required Solution Architecture design and Programming architectures for Code • Leverage various Mathematical, Statistical & analytical models to develop business logic • Design microservice architecture with Reusable Components • Prepare designs for Seamless integrations with third party systems 	<ul style="list-style-type: none"> • Full time graduation degree in Engineering (BE/B.Tech) in Computer Science and information Technology • Minimum of 10 Years' Experience in designing architecture frameworks and various design documents
3	Database Administrator	<ul style="list-style-type: none"> • Install and maintain the performance of database servers. • Develop processes for optimizing database security. • Set and maintain database standards. • Manage database access. • Performance tuning of database systems. • Install, upgrade, and manage database applications 	<ul style="list-style-type: none"> • Full time graduation degree in Engineering (BE/B.Tech./MCA) • Minimum of 5 Years' Experience with database software/web applications • Understanding of structured query language • Knowledge of 'relational database management systems' (RDBMS), 'object-oriented database management systems' (OODBMS) and XML database management systems

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

S.N.	Roles	Role Responsibility	Qualification & Experience (Indicative)
4	Database Specialist	<ul style="list-style-type: none"> Plans database upgrades by maintaining, evaluating, and improving a transaction processing model Assesses database performance by developing a protocol for measurement of results and identification of problem areas. Monitoring database performance; evaluating and resolving processing and programming problems; designing database management tools; answering user questions. Secures database by preparing access and control policies and procedures; implementing disaster recovery procedure 	<ul style="list-style-type: none"> Full time graduation degree in Engineering (BE/B.Tech) in IT & EE Minimum of 8 Years' Experience in Monitoring Databases
5	UI Expert	<ul style="list-style-type: none"> Collaborate with development team to define and implement innovative solutions for, visuals and experience Execute all visual design stages from concept to final hand-off to engineering Conceptualize original ideas that bring simplicity and user friendliness to complex design roadblocks Create wireframes, storyboards, user flows, process flows and site maps to effectively communicate interaction and design ideas 	<ul style="list-style-type: none"> Full Time Degree, Diploma or certificate course on graphic designing, Video Editing Minimum of 5 Years' Experience in Designing Graphical User Interface of Website Portal and application form module

Along with the above key resources, the successful bidder shall propose all other resources to carry out the scope envisaged as per this RFP in the following formats:

<List of resources>

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

Role	Qualification	Experience (in years)	Design, development, Testing, Audit Training & Implementation	Operation & Maintenance
			No. of resources	No. of resources

<Format of CV for the proposed resources>

1.	Proposed Position			
2.	Name of Firm:			
3.	Name of Staff:			
4.	Date of Birth			
5.	Nationality			
6.	Education			
	Name of Institution	Degree(s) or Diploma(s) obtained:	Date	
7.	Membership in Professional Associations/ Trainings attended			
8.	Countries of Work Experience:			
	India			
9.	Languages			
	Language	Read	Write	Speak
10.	Employment Record:			
	FROM:		TO:	
	EMPLOYER			
	POSITION/S HELD			

FROM:		TO:	
EMPLOYER			
POSITION/S HELD			
11. Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned			
	Name of assignment or project:		
	Year:		
	Location:		
	Client:		
	Main project features:		
	Position/s held:		
	Activities performed:		
•			
	Name of assignment or project:		
	Year:		
	Location:		
	Client:		
	Main project features:		
	•		
	Position/s held:		
	Activities performed:		
	•		
	Year:		
	Location:		
	Client:		

	Main project features:	
	Position Held:	
	Activities Performed	
12.	Certification	
	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Date: -----</p> <p>Full name & Signature of authorized representative:</p>	

3 Annexure III - Non-Disclosure Agreement

[Company Letterhead]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, Directorate of Tourism, Government of Maharashtra on the one hand, (hereinafter called the "DOT") and, on the other hand, [Name of the Bidder] (hereinafter called the "Bidder") having its registered office at [Address]

WHEREAS

1. The "DOT" has issued a public notice inviting various organizations for provision of for "Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism";
2. The Bidder, having represented to the "DOT" that it is interested to bid for the proposed Project,
3. The DOT and the Bidder agree as follows:
 - a) In connection with the "Project", the DOT agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the DOT operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
 - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advise those persons of their obligations hereunder with respect to such information;
 - iii. use the information only as needed for the purpose of bidding for the Project;
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - v. undertake to document the number of copies it makes
 - vi. on completion of the bidding process and in case unsuccessful, promptly return to the DOT, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
 - a) was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
 - b) is or becomes publicly known through no wrongful act of the Bidder; or
 - c) Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the DOT to the Bidder.
6. DOT will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. DOT reserves the right to share the information received from the bidder under the ambit of RTI Act.

8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the DOT to the Bidder, the DOT shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the DOT is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the DOT on any copy of the information, and shall reproduce any such mark or notice on all copies of such information.

9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.

10. Upon written demand of the DOT, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the DOT forthwith after receipt of notice, and (iii) upon request of the DOT, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.

11. This Agreement constitutes the entire Agreement between the DOT and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

12. Confidential information is provided "As-Is". In no event shall the DOT be liable for the accuracy or completeness of the confidential information.

13. This agreement shall benefit and be binding upon the DOT and the Bidder and their respective subsidiaries, affiliate, successors and assigns.

14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address:

4 Annexure IV - Power of Attorney

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the "Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism", including signing and submission of all documents and providing information / responses to the DOT, representing us in all matters before DOT, and generally dealing with the DOT in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.100/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

5 Annexure V - Declaration of Data Security

< to be signed along with the Agreement >

To

The Director (Tourism)
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020

Sub: Declaration of data security for Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

Dear Sir,

We..... Who are established and reputable bidder having office at..... Do hereby certify that DOT shall have absolute right on the digital data and output products processed / produced by us. We shall be responsible for security / safe custody of data during processing.

We also certify that the data will not be taken out of DOT's premises on any media. The original input data supplied to us by Survey Bidder/ DOT and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of DOT. We shall abide by all security and general instructions issued by DOT from time to time.

We also agree that any data from our computer system will be deleted in the presence of DOT official after completion of the project task.

Thanking you,

Yours faithfully,

Bidders Representative and designation

6 Annexure VI - Agreement Format

<to be entered into with DOT with respect to the scope of work mentioned in section 3 of this RFP)

THIS AGREEMENT made the day of 2017 BETWEEN DIRECTORATE OF TOURISM, GOVERNMENT OF MAHARASHTRA having its office at Apeejay House, 4th Floor, 3 Dinshaw Vacha Road, Churchgate, Mumbai-400020. (hereinafter referred to as "DOT") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

M/s <Name of the Bidder> having its office at <office address of the bidder> which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns of the Second Part.

WHEREAS the contractor has tendered for providing services to DOT (insert as relevant) as per the terms and conditions mentioned in the Request for Proposal (from herein after referred to as "RFP") "Selection of Master System Integrator for providing a "Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism" dated <date of release of RFP> and the all subsequent corrigendum's published document, as per the Commercial Bid submitted in response to the RFP dated <date of release of RFP >. Whereas such tender has been accepted and the contractor has provided Bank Guarantee to DOT (insert as relevant), Mumbai for the sum of Rs. <amount of the bid>.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the RFP No: <Ref no of RFP> issued on <date of issue of RFP> and all subsequent communications through letters / emails and clarifications/corrigendum issued which shall hold good during period of this agreement.

Refund of deposit shall be based on the timelines, terms and conditions as has been specified in the RFP/Lol and shall form a part of the contract. In absence of any timeline specified the deposit shall after the expiration of 180 days from the date of completion of the contract, be returned to the contractor but without interest and after deducting there from any sum due by the contractor to DOT (INSERT AS RELEVANT) under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of <duration of the contract> from the date of entering into the contract, but DOT (INSERT AS RELEVANT) may cancel the contract at any time upon giving 30 days' notice in writing without compensating the contractor.

All terms and conditions as specified in the RFP, clarifications / corrigendum issued in regards to the RFP <ref no RFP> as has been mentioned above in the document shall stand enforce unless has been expressly agreed to in writing by both the parties.

Selection of a solution provider for the implementation of a website for the Directorate of Tourism, Government of Maharashtra, and development of a mobile application for Maharashtra Tourism

The Contractor shall be responsible to abide and shall be liable to deliver the requirements/deliverables as has been specified to in the RFP, clarifications / corrigendum issued in regards to the RFP. No. *<ref no RFP>* and Letter of Acceptance No: *<LoI number>* dated *<date>*

IN WITNESS whereof the said Contractor hath set his hand hereto and DOT (INSERT AS RELEVANT) has affixed his hand and seal thereto the day and year first above written.

Signed, sealed and delivered
By

Contact Person
For and on behalf of
Directorate of Tourism– Maharashtra

Witnesses:

(1)

(2)

Signed, sealed and delivered
By

For and on behalf of
M/s *<Name of Bidder>*

Witnesses:

(1)

(2)