Maharashtra Tourism Development Corporation Ltd.

(A Government of Maharashtra Undertaking)
Head Office: Apeejay House, 4th Floor, 3 Dinshaw Wachha Road, Churchgate, Mumbai-400020.
Tel: 022-22044040 Fax: 022-22024521
CIN – U99999MH1975SGC018086

MTDC/IT/Website Maintenance Agency/2019.

TENDER DOCUMENT

For appointment of IT Agency for maintenance of an end to end Portal along with Centralised Reservation System(CRS), Tour Package system and all other applications running on the MTDC website www.maharashtratourism.gov.in for Maharashtra Tourism Development Corporation Ltd (MTDC Ltd), Mumbai.

For further details please refer on MTDC website www.maharashtratourism.gov.in and https://mahatenders.gov.in

Publish Date: 12.09.2019.

Place: Mumbai.

Sd/-
Managing Director.
MTDC Ltd, Mumbai.

Maharashtra Tourism Development Corporation (MTDC)
Apeejay House, 4th Floor, 3 Dinshaw Vacha Road, Churchgate, Mumbai-400020

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DATE: 12.09.2019.
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E-TENDER NOTICE

E-TENDERS ARE INVITED FROM REPUTED AGENCY FOR MAINTENANCE OF AN END TO END PORTAL ALONG WITH CENTRALISED RESERVATION SYSTEM (CRS), TOUR PACKAGE SYSTEM AND ALL OTHER APPLICATIONS RUNNING ON THE MTDC WEBSITE WWW.MAHARASHTRATOURISM.GOV.IN FOR MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LTD (MTDC LTD), MUMBAI.

Maharashtra Tourism Development Corporation (MTDC) is a registered company under the Companies Act and is fully owned by Government of Maharashtra. MTDC has a clear mandate from government to promote tourism in the state through systematic development of tourism on commercial lines. MTDC has, since its inception, been involved in the development and maintenance of the various tourist locations of Maharashtra.

A firm will be selected via the procedure described in this RFP through E Tendering process

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 **12.09.2019 at 10:00 Hrs.** For detailed tender notice and to download bid document please visit website given below.
https://mahatenders.gov.in

The last date for submitting of Bid form duly filled: **01.10.2019 till 15:00 Hrs**. The department reserves the right to accept/reject any offer, without assigning any reason whatsoever.

1. **Name:** Appointment of agency for maintenance of an End to End portal along with Centralised Reservation System (CRS), tour package system and all other applications running on the MTDC website www.maharashtratourism.gov.in for Maharashtra Tourism Development Corporation Ltd (MTDC LTD), Mumbai.
2. **EMD:** Rs.1,00,000/-
3. **Online Tender Fee:** Rs.5,000/-

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Sd/-

Managing Director,

Maharashtra Tourism Development Corporation Ltd.
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1 Table of Contents

Section: 1
Invitation for Proposal

1. Invitation for Proposal:

1. MTDC hereby invites Proposals from reputed, competent and professional Information Technology (IT) companies, who meet the eligibility criteria as specified in this bidding document for the "For appointment of agency for maintenance of an End to End portal along with Centralised Reservation System (CRS), tour package system and all other applications running on the MTDC website https://www.maharashtratourism.gov.in for Maharashtra Tourism Development Corporation Ltd (MTDC LTD), Mumbai" as detailed in this RFP document.

2. The complete bidding document shall be published on https://mahatenders.gov.in for the 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 or Class III) 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://mahatenders.gov.in/nicgep/app 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. 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.	Particulars	Details
1.	Advertising Date	12.09.2019
2.	Name of the project	For appointment of agency for maintenance of an End to End portal along with Centralised Reservation System (CRS), tour package system and all other applications running on the MTDC website https://www.maharashtratourism.gov.in for Maharashtra Tourism Development Corporation Ltd (MTDC LTD), Mumbai
3	RFP Document Download Start Date & Time	From 12.09.2019 at 10.00am (IST) to 01.10.2019 till 03.00pm(IST)
4	Website for downloading Tender Document, Corrigendum's, Addendums etc.	https://mahatenders.gov.in
5	Last date for Submission of Queries	All the queries should be received on or before **18.09.2019 till 3:00 pm**, through email only with subject line as follows: "Pre-Bid queries - <Agency's Name>". The queries should be submitted as per the format prescribed in Section 2.8. The Pre-Bid queries to be sent to the Email Id: IT@Maharashtratourism.gov.in
6	Pre-bid Meeting	**19.09.2019 – 12.00PM** at Maharashtra Tourism Development Corporation (MTDC) Apeejay House, 4th Floor, 3 Dinshaw Vacha Road, Churchgate, Mumbai- 400020.
7	Last date (deadline) for Submission of bids	**01.10.2019 till 03:00 pm (IST)**
8	Date and time of opening of Technical bids	**07.10.2019 after 03:00 pm (IST)**
9	Date and time for opening of Commercial bids	Will be intimated later to the qualified bidders
10	Detail of the contact person and Address at which sealed bids are to be submitted	ONLINE Maharashtra Tourism Development Corporation Apeejay House, 4th Floor, 3 Dinshaw Vacha Road, Churchgate, Mumbai- 400020. Tel: 022-22044040 Fax: 022-22024521 E-mail: it@Maharashtratourism.gov.in

1.2 Other Important Information Related to Bid

Sr. No.	Item	Description
1	Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One Lakhs Only) in the form of Bank Guarantee or Demand Draft Payable in Mumbai (Annexure E)
2	RFP Document Fee to be paid via Online Payment Gateway mode only	Rs. 5,000/- (Rupees Five Thousand Only)
3	Bid Validity Period	One twenty (180) days from the date of submission of the bids
4	Last date for furnishing Performance Security to MTDC (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 MTDC
5	Performance Security value (Performance Bank Guarantee)	10% of contract value/ Bid value of successful bidder
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 MTDC

Section: 2
Instruction to Bidders

2. Instructions to Bidders (IBT)

1.1 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 wild life sanctuaries and nature parks.The state is also blessed with 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 the department is:

- 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 Department 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.

1.2 Purpose of the RFP

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

- Provide an interactive and engaging experience for all visitors landing on the Maharashtra Tourism portal.
- 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 user insights obtained from users of the portal and feedback from multiple sources and Track & measure each & every visitor on the site to understand intent & behaviour 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 Department of Tourism intends to commission 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.

1.3   Cost of RFP

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.

1.4   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.

1.5   Consortium, Joint Ventures and sub-contracting

Consortium or Joint Ventures is not allowed. Sub-contracting if any can be allowed after the work is awarded, with due permission from MTDC.

1.6   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.

1.7   Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and MTDC 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 MTDC and the Department or MTDC 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 MTDC and no copyright /patent etc. shall be entertained by MTDC, GoM.

1.8 Bidders Inquiries

Bidder shall e-Mail their queries at it@Maharashtratourism.gov.in as prescribed below.
Ref: RFP Notification number

The queries should be sent in PDF and excel.

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1.				
2.				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

The response to the queries will be published on https://mahatenders.gov.in. No telephonic / queries will be entertained thereafter. This response of MTDC shall become integral part of RFP document. MTDC shall not make any warranty as to the accuracy and completeness of responses. Amendments of RFP Document
All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
The bidders are advised to visit the aforementioned websites / portal on regular basis to check for necessary updates. MTDC also reserves the right to amend the dates mentioned in this RFP.

1.9 Supplementary Information to the RFP

If MTDC 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.

1.10 Department of Tourism's right to terminate the process

MTDC may terminate the RFP process at any time and without assigning any reason. MTDC 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.

1.11 Earnest Money Deposit (EMD)

1. Bidders shall submit, EMD of Rs. 1,00,000/- (Rupees One Lakh only) through Bank Guarantee or Demand Draft Payable in Mumbai.
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 10% of Total Contract Value in the format provided in Annexure I of the RFP.
3. No interest will be paid by MTDC 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 MTDC shall reject the bid and, if necessary, initiate action.

1.12 Authentication of Bids

1. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with 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.

1.13 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 summited with the bid, and English translation shall be validated at MTDC's discretion.

1.14 Data/Documents Prepared by the Successful Bidder to be the Property of the MTDC

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

1.15 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.

1.16 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	Instruction
Envelope A:	The Bidder shall require to upload Pre-Qualification Response and related Documents including Document Fee and EMD Payment Proof
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 Annexure IV of this RFP Technical Proposal should be submitted through online bid submission process only.
Envelope B/C: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Annexure V of the RFP. Financial Proposal should be submitted through online bid submission process only.

The following points shall be kept in mind for submission of bids:
1. MTDC 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. MTDC may seek clarifications from the Bidder on the filter criteria. Any of the clarifications by the Bidder on the initial filter proposal should not have any commercial implications. The financial proposal submitted by the Bidder should be inclusive of all the items in the initial filter criteria and should incorporate all the clarifications provided by the Bidder on the initial filter proposal during the evaluation of the offer.
4. Financial Proposal shall not contain any technical information.
5. If any Bidder does not qualify the Pre-qualification criteria stated in 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 initial filter 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 MTDC reserves the right to reject the proposal.
7. Proposals sent by fax/ post/ courier shall be rejected.

1.17 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 180 days from the date of submission of the proposal.

1.18 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.

1.19 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 MTDC.

1.20 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.

1.21 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids
2. MTDC 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, Envelope A of proposals shall be opened and evaluated as per the criteria mentioned in Pre-Qualification Section of the RFP.
5. In the second stage, Technical Proposals of those Bidders, whose match qualification criteria 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 MTDC, 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, MTDC 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. MTDC has the right to reject the bid after due diligence is done.

1.22 Evaluation Process

1. The Tender Evaluation Committee constituted by the MTDC 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 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 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.

1.23 Award of Contract

The work shall be awarded to the bidder has the highest composite score (F) as per the scoring scheme mentioned in the section 6.5.

Section: 3
General condition of contract

3. General Conditions of Contract (GCC)

3.1 Governing Law

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

3.2 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 3.2 (2) & (3) shall become applicable.

2. **Dispute Resolution**

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

3. **Arbitration:**

   If any difference or dispute arises between the Department and the successful bidder in connection with the validity, interpretation, implementation or alleged breach of any provision of this contract, any such dispute shall be referred to a single arbitrator chosen with the mutual agreement of both Parties.

   a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
   b. The place of arbitration shall be Mumbai
   c. The proceedings of arbitration shall be conducted in English language
   d. The arbitrator's award shall be substantiated in writing and binding on the parties

3.3 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. Bidder's quote should include all taxes and duties. In case there is any change in the same, Taxes and duties as applicable at the time of invoicing would be applicable and payable by MTDC.

3.4 Performance Bank Guarantee

1. The Successful Bidder shall at his own expense deposit with MTDC within fifteen (14) 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 or Scheduled 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 10% of the total contract value. 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 MTDC 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 MTDC would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MTDC under the contract in the matter, the proceeds of the PBG shall be payable to MTDC as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. MTDC 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. MTDC 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.

3.5 Confidential Information

1. MTDC 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 MTDC for any purpose other than the services required for the performance of the Contract.

3.6 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.

3.7 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 MTDC 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 MTDC in writing of such condition and the cause thereof. Unless otherwise directed by MTDC 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.

3.8 Change Orders and Contract Amendments

1. MTDC 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 MTDC'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.

3.9 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 MTDC in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder's notice, MTDC 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 MTDC, unless an extension of time is agreed mutually.

3.10 Termination

1.10.1 Termination by Department of Tourism

1. MTDC 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 (11) of this GCC Clause 3.10.1. In such an occurrence, MTDC 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 MTDC 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 MTDC 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 MTDC a false statement which has a material effect on the rights, obligations or interests of MTDC.

7. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MTDC.

8. If the successful bidder fails to provide the quality services as envisaged under this Contract, MTDC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MTDC 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.

1.10.2 Termination by Bidder

The successful bidder may terminate this Contract, by not less than 30 days' written notice to MTDC, such notice to be given after the occurrence of any of the events specified in paragraphs (1) through (4) of this GCC Clause 3.10.2:

1. If MTDC fails to pay any money due to the Successful bidder pursuant to this Contract and not subject to dispute pursuant to GCC Clause 3.2 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 MTDC fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 3.2 hereof.

4. If MTDC is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30days (or such longer period as the successful bidder may have subsequently approved in writing) following the receipt by MTDC of the Successful bidder's notice specifying such breach.

3.11 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 3.10.1 or 3.10.2, the MTDC shall make the following payments to the Successful bidder:

1. If the Contract is terminated pursuant to GCC Clause 3.10.2, remuneration for Services satisfactorily performed prior to the effective date of termination.

3.12 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."

3.13 Indemnity

Bidder shall indemnify, protect and save MTDC 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.

3.14 Publicity

Any publicity by the Bidder in which the name of MTDC is to be used should be done only with the explicit written permission of the Managing Director, MTDC.

3.15 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 functional requirements are associated with clear, quantifiable metrics for accountability. The project is to be designed to meet all functional, non-functional and management requirements as mentioned in the RFP.

MTDC will accept the commissioning and project Go-Live only after successful User Acceptance Testing confirmation from project owner.

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

A team comprising of representatives from MTDC and Bidder will verify satisfactory performance of all the components of the solution with reference to requirements/solution in the FRS, RFP and SRS 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 above mentioned procedures are not impacting.

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

STQC/CERT-IN certification for the services on application, web-portal and other modules if any has to be taken before the Go-Live of the project. MTDC shall appoint CERT-IN empanelled agency for STQC certification if need arises.

The Acceptance Test shall include unit test of each and every function and facility of the Web portal, , Integration points and other functionalities of the as mentioned in this scope. The functional requirement for the solution has been shared in the RFP.

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

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

3.16 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.

In this regard, selected bidder has comply with the following

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

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.

Use of data storage devices
Before the start of the work, selected bidder may proactively take permission from MTDC regarding use of following electronic gadgets

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

3.17 Data Ownership

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

3.18 Intellectual Property Rights

The Successful Bidder shall indemnify MTDC against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

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 in India the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and MTDC is required to pay compensation to a third party resulting from such infringement, the SI shall be responsible for the compensation including all expenses, court costs and lawyer fees. MTDC will give notice to the service provider of such claim, if it is made, without delay

3.19 Change in Tax Rates

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

3.20 Exit Management

- **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.

- **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.

- **Confidential Information, Security and Data**

  o Successful Bidder will promptly on the commencement of the exit management period, supply to the MTDC or its nominated agencies the following:
  o 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;
  o 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.
  o All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the MTDC and its nominated agencies, or its Replacing Bidder/SI to carry out due diligence in order to transition the provision of the Services to MTDC or its nominated agencies, or its Replacing Bidder/SI (as the case may be).

- **Exit Management Plan**

  o Successful Bidder shall provide MTDC 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.
  o 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;

- o 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;
- o Plans for provision of contingent support to website and Replacement Bidder/SI for a reasonable period (minimum one month) after transfer.

  - Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
  - Each Exit Management Plan shall be presented by the Successful Bidder to and approved by MTDC or its nominated agencies.
  - 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.
  - During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
  - 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 30 days from the receipt of notice of termination or three months prior to the expiry of Agreement.

Section 4:
Scope of work

4. Scope of Work

4.1 Scope of Work for Website Maintenance agency:

a) The service provider shall maintain the official website of MTDC (www.maharashtratourism.gov.in) on 24 x 7 basis which also includes maintenance of web enabled Resort Reservation System and Deccan Odyssey Reservation System / Packages systems and Web portal and Mobile apps or any other systems included from time to time by MTDC in his Portal.

b) The bidder should be open to improvise the look & feel and usability of MTDC portal as per requirements on time to time basis.

c) MTDC shall re-evaluate the portal design after every 06 months and may decide to implement a new template at such time. The solution provider shall update the portal to utilise the newly chosen template within 02 weeks of the receipt of request. This activity pertains only to the design of portal and the content of the portal may remain the ame.

d) The solution provider, led by project Manager, shall deploy web designer, web developer and technical resource for the duration of management of the portal at MTDC. The resources deployed shall be able to make any changes / Modifications to the portal / Central reservation systems and package system including mobile app in terms of content updation, design changes and any developments ,handle any technical issues that arise related to MTDC portal, CRS

e) The bidder must modify/change content on the portal both proactively or as directed by MTDC on regular basis. The bidder is required to create new modules/pages as per requirement. This would include uploading of new web-pages, developing of database and necessary configuration on servers for successful functioning of such new modules.

4.2 MTDC Centralized Reservation System:

Background

A Reservation Admin module has developed for the Portal which provide access to all the features of the reservation system . In effect, this module act as the frontend for the reservation system and provide at least the following features (MTDC owned resorts, MTDC leased resorts, Maharashtra's luxury train – Deccan Odyssey, other public/private resorts/hotels, Bed & Breakfast houses, Mahabraman etc.).

MTDC Reservation Administration Module:

- Resorts Booking User Component - Allow you to manage all Resort administer for and Super administrator accounts.
- Resort Management including adding/removing resorts, Bed & Breakfast, room types, rooms, pricing, discounts, offers, etc.

- Role based User Management including super administrator account, adding/deleting administrator and other users, assigning/changing privileges, roles, etc.

- Tourism Package Management including creating packages, bookings, rates, discounts, offers, etc.
- Resort booking Room availability and closeout component - Resort admin can define each single room availability and closeout date.
- Edit Resort Descriptions Component - Resort admin information using this component.
- Booking List Component - Site admin can complete list and details of booking.
- Manage Locations (Cities) Component - Allow you to use resort booking system for any city/location in Maharashtra.
- Resort or Property Registration Component - Allow anybody to add resorts and properties in the portal after MTDC approval.
- Resorts and Room Facility Component –Ability to add unlimited resorts and rooms facility
- Rates and Occupant Types Component - Resort admin can add rates with a variety of features including ability to create new price/rate cards on the go.
- Room Type Component - Allow you to add room types for resorts booking system.
- Super Resort Admin Component –Ability to create unlimited super admin account and manage every single resort.
- Resort Admin Menu Module - Resort admin can control everything from resort admin account.
- Booking Discount Coupon Component - Allow you to provide discount offer or Manage Agent booking at special rate.
- Agent/Vendor Integration
  - Agent/Vendor User Component - Allow you agent/vendor admin accounts
  - Manage Agent/Vendor commissions and schedules
- Tourism Package Management
  - Addition of Package including pricing estimation during package creation
  - Allow you to provide discount offer or Manage Agent booking for special rate.
- Reporting Component
  - All necessary financial and operations reports as per the user role.
- User management (Role based security) - User-levels to control user-access to different features, in order to restrict the ability of individual users to create or modify content in portal, by changing their user-level.
- Reconciliation failed booking for HDFC and ICICI Payment getaway.
- End to end Integration of Gateway payment of any banks with MTDC web-portal decided by MTDC from time to time.
- API integrations with various vendors for booking of their inventory and packages required from time to time by MTDC.
- Web Services should be developed as per MTDC requirements.

4.3 Development of AI based Dynamic pricing Module for MTDC Reservation system

Dynamic pricing will do automated continual adjustment of prices offered to guests depending upon the value these guests attribute to your products or services. This involves real-time tweaking of prices of rooms and/ or services on the basis of their demand and supply.

The AI algorithm has to do real time checks on the demand and availability of rooms, the prices will be adjusted and changed immediately to maximize sales and earn better revenue.

The AI Algorithm will be provided by MTDC for the various properties.

MTDC has various properties at different price points and have individual peaks and troughs depending on the season or attractions at that point. This demands individualized logic for the various properties.

The Dynamic Pricing Module should also have the ability to override the AI algorithm as and when required.

At low demand levels, low rates can aid in attracting guests and as the demand increases, so can the prices. Customer segments can be categorized on the basis of their preferences, types of rooms and time of arrival. But the prices for each category will be dictated by the forces of supply and demand. And, pricing managers can do all this manually with just a mouse-click and a or can be automated.

The Dynamic pricing engine has to match price to demand. The pricing can change based on seasons, monthly and weekly fluctuations as well as daily or hourly changes. Change room rates daily or hourly or even up-to-the-minute with dynamic pricing model. The Dynamic pricing engine will also need to observe competitor pricing and configure to match the ever-changing price trends in minutes. The dynamic pricing engine has to demonstrate maximizing profits with each customer and recreate the AI pricing model that best works for any property type.

This Dynamic Pricing Engine should have

- The ability to deploy as a REST API.

- The API can be callable from a web application/portal as part of a web reservation/booking system.

4.4 Real time AI Model monitoring capabilities that track the performance of the pricing model. Report Generation

- Total Transaction per Day
- Total Payments received
- Total Booking Made
- Cancellations
- Location wise Reservation Reports, etc.
- Average time spent on portal
- Incentives/Commissions for authorized users (agents/tour operators etc.)
- Any other reports required by MTDC from time to time.
- Simple Report
- Report with medium complexity
- Complex Report
- Simple Master
- Complex Master

4.5 Web Portal

- Website Front End Development
- Portal Administrative Panel Development / Design
- Create new modules/pages/forms as per requirement- This would include uploading of new web-pages, developing of database and necessary configuration on server for the successful functioning of such new modules.
- Changes on Static Information pages like About Us / History / Places/ Contact Us / Feedback etc.
- Site Development - Each module page with unique design as per content. vi. Website / Sitemap Analysis
- End to end Integration of Gateway payment of any banks with MTDC web-portal decided by MTDC from time to time.
- API integrations with various vendors for booking of their inventory and packages required from time to time by MTDC.
- Web Services should be developed as per MTDC requirements.
- Creation of Form with medium and complex complexity.

4.6 Content Management System

- Multilingual Content Writing.
- Auto generated Menus with Unlimited Pages.
- Add, Update, Delete Pages.
- File/Picture uploading
- Previewing Pages - Before you press the "Publish" button, a user should be able to preview the article to check if everything is the way it should be.
- Custom Page URL.
- SEO friendly Tags
- Display options based on different site Template (Sidebar, Header, Footer etc)
- Printer Friendly pages.
- Google Analytics code Integration.
- Updating meta-tags, Updating Page titles, placing analytics tracking codes etc.

4.7 Technical Bug Fixes + Error Resolution:-

- Removal of all calculation errors, work-flow errors, technical errors, incorrect data, incorrect calculations, broken links, non-functional pages, repairing work product which may hinder the smooth and accurate functioning of the proposed solution.
- Issue troubleshooting and remediation.
- Host vulnerability scans rectifications wherever possible.
- Rectifications towards Vulnerability Scans for ports like SMTP, HTTP, SQL etc wherever possible.

4.8 Web Server Management:

Task Classification	Category	Task	Periodicity
Web Server installation and configuration	Level 2	Installation of Web server Configuration of Web server based on requirements	As needed
Web Site / web application creation /configuration/ Development	Level 2	Creation/ configuration of web sites /web applications and any required developments.	As needed
Web site / application deployment	Level 2	Regular Deployment of code / patches	As needed
Web site / web application management	Level 2	Troubleshooting of the Web site / web application	As needed
Log management	Level 1	Monitor application / Web server logs to report and provide fixes to errors	Daily checks
Backup management	Level 1	Monitor and fix application backup errors Re-run failed backups	Daily checks
Scheduled task management	Level 1	Perform scheduled administrative tasks for applications	Daily checks
Problem management	Level 2	Monitor, record, classify and resolve application problems Carry out comprehensive problem diagnosis Start/stop application to provide work around	Ongoing
Change management	Level 2	Identify record, classify and implement configuration Changes on applications on a need basis. All changes will be executed based on the change management process	Ongoing

4.9 SQL Database Management:

Task Classification	Category	Task	Periodicity
User management	Level 1	New user creation Assign privileges and password resets Approve, grant and revoke of privileges to the Databases	As per requests
Database server installation	Level 2	Installation of new database server Recommended patch installation	As needed
Log management	Level 1	Monitor DB logs to report & fixes errors Server and error logs Other database specific log files	Daily checks
Space management	Level 1	Carry out de-fragmentation of database Monitor, analyze and fix unchained rows of user tables Archive history database and user tables periodically to save space	On alerts and as needed
Object management	Level 1	Creation of new database instances and tables based on requests Creation of database links for remote database access	On Alerts and as Needed
DB privilege management	Level 1	Approve, grant and revoke of privileges to the Databases	Daily checks
Backup and recovery management	Level 1	Monitor and fix database backup errors Re-run failed backups Carry out periodic recoveries	Daily checks
Scheduled task management	Level 1	Monitor scheduled, automated scripts and process, includes Monitor database replication processes	Daily checks
Patch management	Level 1	Install patches and service packs Perform regular patch updates and hot fixes based on approvals from customer	As needed

Problem management	Level 2	Monitor, record, classify and resolve Database problems Carry out comprehensive problem diagnosis and provide root cause reports	Ongoing
Change management	Level 2	Identify record, classify and implement changes on the database on a need basis. All changes will be executed based on approval from customer	Ongoing
Performance management	Level 2	Monitor / analyze and fix performance Problems. High i/o wait, excess swap and physical memory utilization and CPU utilization	Daily checks
Automation and procedures	Level 2	Write scripts / batch files to automate database admin tasks Review procedures and triggers for efficiency	As needed
Database Audit	Level 2	Auditing of Data base logs Security - DBA audit Security - User audit	Ongoing
Long held Sessions	Level 2	Long held Sessions / DML (only for Oracle)	As needed
Database Tuning and Analysis	Level 2	Database tuning for effective performance	As needed

4.10 Security Requirements for MTDC

The Bidders would also be responsible for the creation & maintenance of the directory integrated with security modules like Authentication, Authorization & Auditing capabilities, Web single sign on, OTP management for critical components and the usage of Digital signature to ensure web-based signage of documents. The Bidder would also ensure adequate data security mechanism in place by the usage of the database encryption and secured data back-up practice where in the data being backed up would be encrypted and password protected.

- **Secure Access Requirements**

Bidder should provide Zero Trust Software Defined Perimeter (SDP) solution to provide Identity driven network access control, Network micro segmentation, securing access to sensitive applications.

The software-based solution can work via Open Internet and the Solution, should protect business continuity with Multi-WAN connectivity.

Major requirements of the solution include:

- All authentication and authorization must happen over an encrypted channel and use mutual TLS.

- Access to applications / services must only be allowed from pre-authenticated and pre-authorized devices and users

- Devices must be verified on various factors to arrive at a set trust level (e.g. between 0 to 10). Factors to arrive at a trust level will include the device holding a valid client certificate, belong to the organisation domain, is assigned to a particular user, has updated AV signatures, has run AV scan in the last 1 day, has the latest OS patches installed and any other specific criteria required by organisation

- IP address of application not to be revealed to end-user

- Solution must provide 2factor authentication (FA) which shall be able to support self- provisioning system.

- Solution must provide 2FA which shall log all transactions & logs and shall support standard reporting packages for generating reports

- The 2FA Solution should be a tightly inbuilt feature with SDP Principles (Software based Defined Perimeter) to provide encrypted communication to the applications hosted on the Datacentres which are invisible to outside world & 2FA should be on the Single Console for Ease of Administration

- Solution should be built on open source platform (Software defined perimeter) framework.

Secure Access - Technical Specifications

1. Security Features	
1.1	Authentication and authorization must happen on a separate channel before allowing user to connect to any service / applications - i.e. only authentication and authorization controls to communicate via a specific port or control channel.
1.2	All authentication and authorization must happen over an encrypted channel and use mutual TLS.
1.3	Access to applications / services must only be allowed from pre-authenticated and pre-authorized devices and users
1.4	Devices must be verified on various factors to arrive at a set trust level (e.g. between 0 to 10). Factors to arrive at a trust level will include the device holding a valid client certificate, belong to the organisation domain, is assigned to a particular user, has updated AV signatures, has run AV scan in the last 1 day, has the latest OS patches installed and any other specific criteria required by organisation
1.5	IP address of application not to be revealed to end-user

1.6	The Gateway must employ Single Packet Authorization protocol (RFC 4226) with additional controls, like packets being signed using HMAC or certificates.
1.7	The Controller must employ Single Packet Authorization protocol with HMAC or certificates.
1.8	The client to connect to the Controller using SPA protocol followed by mutual TLS protocol to begin the device verification process followed by the user authentication process.
1.9	All users must be authenticated either locally by the Controller or via a 3rdparty authentication system such as AD, LDAP, RADIUS, SAML, 2FA providers etc.
1.1	Based on the authentication of the user and the trust level of the device, a final trust score must be assigned by the Controller
1.11	The Controller must check the available services to the user based on the final trust score and inform the endpoint / client on the available services.
1.12	When a client initiates an access to the available service, the Controller to be notified first, and the Controller in turn to notify the Gateway to accept the connection from the client.
1.13	The client to connect to the Gateway using SPA protocol followed by mutual TLS protocol and if both SPA and mutual TLS are successful, the Gateway accepts the connection and provides access to the application / service.
1.14	Any endpoint device without the client software should not be able to connect to the Controller or the Gateway nor discover/scan the services/applications running behind the Gateway as the SPA will fail. Hence Gateway is invisible, without a valid client software and valid client certificate. These will protect against network attacks such as Denial of Service (DoS), MITM and others.
1.15	Security against password-based attacks
1.16	Solution should provide protection against Eavesdropping
1.17	Solution Should Protect against Application-Layer Attack
1.18	Solution Should protect against Identity Spoofing
1.19	Solution Should Protect against Web based attacks like SQL injection, broken authentication and session management
1.20	Solution should Prevent Attacks from DDOS & DOS Attacks
1.21	Solution Should Prevent Web based attack :Insecure Direct Object References
1.22	Solution Should prevent Web based attack :Sensitive Data Exposure
1.23	Solution Should Prevent Web based attack :Cross Site Request Forgery (CSRF)

1.24	Solution should be able to detect Bad Packet detection ,there by detecting External network and cross domain attacks
1.25	Solution Should Prevent Web based attack :Using known Vulnerable Components

2. Scalability

2.1	It must be possible to install / deploy the Gateway in any location to protect applications located in that location or in any other location. Essentially, the Gateway must be able to secure/protect applications / services irrespective of where the application is located. E.g. application may be located on-premises, in a private hosted data center, in a Public Cloud / IaaS platform (e.g. AWS, Azure etc.)
2.2	There must not be any limitation on the number of Gateways that can be deployed as part of the solution
2.3	The Gateway must be able to serve tens of thousands of requests per second – Specific performance requirements may require 3rdparty traffic management tools (e.g. Load balancers).
2.4	The Gateways being critical in enforcing access control must not be a SPOF. Hence, the Gateways must support full HA functionality to ensure continuous availability of services to users.
2.5	Endpoint agents should support Linux mint, RedHat, Ubuntu, Windows (Win Xp, Win7, Win8, and Win10), Centos, Unix, Mac, Android, iOS.
2.6	The solution should be software based and gateway can be deployable on Open Source platform (Ubuntu. Centos) Or windows. The Platform should be scalable to 50000 concurrent users and Cloud ready software from day one
2.7	Solution should be based on Open standards
2.8	The solution should have inbuilt multi factor authentication, Mail, SMS (OTP), Smartphone tokens. Also it should support google authenticator as additional layer of security for the application access
2.9	The Gateways must continuously monitor the availability of the applications / services and provide alerts or notify Controller to redirect traffic to other locations as per configuration

3. Manageability

3.1	The solution must support deployment of Gateways in multiple locations with minimum human interaction.
3.2	Gateways must support silent deployment methods using popular software distribution systems

3.3	Gateways must support simple and silent deployment into IaaS environments using popular tools such as Chef, Puppet etc.
3.4	The client agents must be lightweight and support silent deployment using popular software distribution systems
3.5	The solution must allow simple self-service style with user sign-up and activation method of deployment
3.6	The client agent must not require Administrator privileges to be installed
3.7	The solution must provide a single web based management console to manage user provisioning, device provisioning and policy management across all Gateways deployed in the enterprise
3.8	The solution must support access policies to be configured centrally irrespective of the location of the applications / services or the location of the Gateways.
3.9	The solution must NOT require solution administrator to configure individual access policies per Gateway
3.1	The solution must support bulk import of different objects such as users, groups, devices, ACLs etc.
3.11	The solution must support bulk management of various configuration details.
3.12	The solution must support role based administration. This will ensure that different administration tasks can be delegated to different administrators / teams.
3.13	The solution must support multi-tenant architecture
3.14	The solution must support local data center
3.15	The software agent must be capable to run as service
3.16	The solution must: 1. support both on-premises (LAN) and remote connectivity Worldwide; 2. Day Zero to support and provide the ACL service to cloud assets hosted in major Cloud Providers (AWS, Google, Azure); 3. Support at least TCP/UDP protocols, have a detailed logging system (including but not limited to: access, audit, asset status, authorization, IP Sources, etc.). The logs must be available and accessible in case of need and for debugging purposes, , solution must also be able to forward named logs to a given endpoint (e.g. Log Collector) over a standard encrypted protocol; 4. have a console reporting statistics and metrics about the agents;
3.17	The solution must be periodically IT Security Assessed and Pentested by independent recognized company third parties

3.16	The software solution must have load balancing capabilities

4. Reporting, Monitoring, Logging and Alerting

4.1	The solution must support live monitoring of all user activities including failed logins, invalid access attempts etc.
4.2	The solution must provide alerts for specific incidents over Email, SMS and/or SNMP
4.3	The solution must provide detailed logs for all solution administrator activities including login details, configuration changes, etc.
4.4	The solution must provide detailed logs for all user activities including application / services accessed, bandwidth consumption etc.
4.5	The solution must support forwarding of all logs to Syslog and popular SIEM solutions
4.6	The solution must provide customizable Dashboards to allow continuous monitoring of the health of the solution
4.7	The solution must provide multiple reporting templates (especially compliance related templates) with support for charts and graphs as well as the ability to drill down into the detailed logs
4.8	The solution must allow creation of custom reports using combination of different log tables through an intuitive wizard

5. Two Factor Authentication

5.1	Solution must provide 2FA which shall have provision to assign single & multiple type of tokens to a particular user. (SMS, Email, Google Authenticator)
5.2	Solution must provide 2FA which shall be able to support self-provisioning system.
5.3	Solution must provide 2FA which shall log all transactions & logs and shall support standard reporting packages for generating reports
5.4	The 2FA Solution Should be tightly inbuilt feature with SDP Principles (Software based Defined Perimeter) to provide Encrypted communication to the applications hosted on the Datacentres which are invisible to outside world & 2FA Should be on the Single Console for Ease of Administration
5.5	Soft token of 2FA Solution shall have following features:
5.6	Token shall generate password dynamically within every two minutes or less.
5.7	Token Application that generates the password shall be PIN protected.
5.8	Token shall have atleast six digit numerical passwords.

5.9	Token shall be available as a software form factor. Mobile token shall be able to install on mobiles with iOS, Android.
5.1	Every token shall have unique identity & shall be unique to user.
5.11	Token shall be time synced with authentication server.
5.12	Token shall be time synced with authentication server.
5.13	Solution should be built on open source platform
6. Others	
6.1	The solution must support automated and encrypted backup of configuration using a configurable schedule.
6.2	The solution must support backup of configuration to local disk or network location using SFTP or HTTPS or a mapped network drive.
6.3	The solution Database must be automatically backed up regularly as per configurable schedule without any downtime.
6.4	The user agents must be simple to install & reinstall , The Soft agents on the Endpoints should be light or less than (1.7MB) , requiring almost zero resource consumption
6.5	Application performance after installing the agent should not hinder the performance & Should work on the Broadband internet based access
6.6	Solution should be built on open source platform (Software defined perimeter)framework, cyber security framework
6.7	The solution must provide the access to user in High Availability (uptime guarantee 99,99%).

4.11 Change Request Management

The MTDC 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 MTDC 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 MTDC.
- 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: MTDC 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 MTDC 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 MTDC 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%, MTDC 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 MTDC. In the event the consent of MTDC 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 MTDC. 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 MTDC change order.

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

Section 5
Service Level Agreement

5. Service Level Agreement

5.1 Service Level Agreement:

The Service Level Agreements below are indicative in nature and need to be finalized during contract negotiation stage. The severity of the individual issues will be mutually determined by the MTDC and Bidder This service level will be monitored on a quarterly basis.

Categories of SLA:

Severity	Definition of Defects	Response time
Level 1 Issue (High severity)	The failure to fix has an immediate impact on the website, centralised Reservation System (CRS), tour package system and all other applications running on the MTDC website.	The response time for each Level 1 issue is **12 hours**.
Level 2 Issue (Medium severity)	The failure to fix has an impact on the website, centralised Reservation System (CRS), tour package system and all other applications running on the MTDC website and ability to service its user that while not immediate, can cause service to degrade if not resolved within reasonable time frames.	The response time for each Level 2 issue is **36 hours**.
Level 3 Issue (Low severity)	The failure to fix has no direct impact on the website, centralised Reservation System (CRS), tour package system and all other applications running on the MTDC website.	The response time for each Level 3 issue is **72 hours**.

Applicable SLAs for Website Maintenance:

Support Task Description	Indicative SLA Levels based on Severity/Priority
Web Interface Changes	Level 3
Page Loading Errors	Level 1
Image Cleaning	Level 2
Website Content Update	Level 3
Broken Link Update	Level 1

Applicable SLAs for Reservation System:

Support Task Description	Indicative SLA Levels based on Severity/Priority
Critical Bug Fixes	Level 1
Reservation Workflow Errors	Level 2
Billing Errors	Level 1
Any other Technical Issues	Level 3

Section 6: Eligibility Criteria and Evaluation Clauses

6. Eligibility Criteria and Evaluation Clauses

6.1 Evaluation and comparison of Bids

Bid will be evaluated 3 phases as per following
- Technical Bid + presentation - 70 %
- Financial Bid - 30%

1. All the bids, which are opened, will be checked for qualification requirements in respect of technical and commercial aspects. Bids which do not meet the technical qualification requirements will not be evaluated further. The bid is to be checked for its conformity to the technical specification. If it does not meet the technical specification or technically quality, the bid price will not be considered.
2. Bid qualifying process will be executed in two phase Technical Bid + presentation and Financial Bid with weight 70 %, 30% respectively. Qualifying bidder has to show presentation before management depicting understanding of scope of work, project experience, similar project done etc .
3. Post presentation final decision will be made considering all the phases

6.2 Pre-Qualification and eligibility Criteria

Sr. No.	Eligibility Criteria	Supporting Document
1	Earnest Money Deposit (EMD)	Demand Draft / BG
2	The Bidder must be an individual Company/ Firm / Corporation registered under Indian Company Act, 1956 / The Partnership Act 1932	Company Registration Certificate
3	The bidding firm should have been in existence for at-least the last five financial years and should have office in Mumbai.	GST Registration proof Income Tax Registration/ PAN Number
4	The Bidder must be a profit making company in each of the last three financial years and should have a positive net-worth as of March 31, 2019.	Financial Statements including Profit & Loss statements and Balance sheets for the last 3 Financial years.
5	The Bidder must have an average annual turnover of at least INR 10 crores in last three financial years, turnover from IT software development & services in India will only be considered.	Financial Statements including Profit & Loss statements and Balance sheets for the last 3 Financial years. CA Certificate stating minimum average 10 core turnover from IT Software Solutions & Services

6	The Bidder should have experience of providing post implementation support/ maintenance for software application in past 3 years. This order value of such support contract should be at least 2 Crore	Copy of Work Order / Contract from client. AND Testimonial from the client
7	The bidder must have at least 100 graduate or above full time technical employees based in Mumbai on it's payroll at the time of bidding, performing software design/development/testing/maintenance activities	Certificate from HR head of bidder & Registration certificate of EFP, ESIC. The bidder should have Registration under Employees Provident Fund & Misc. Provision Act 1952 and EPF code.
8	The bidder should not have been blacklisted by Central / State Government in India/ Public Sector Companies at the time of submission of the Bid	Declaration letter by bidder as per format given in the Bid Document
9	The bidder should have presence and support infrastructure in Maharashtra.	GST Registration

6.3 Technical Qualification Criteria and marking

Sr. No.	Criteria/Sub Criteria	Description	Point System	Max Criteria/Sub Criteria system
1)	Experience of implementation/ Maintenance of Web Portal for Govt./ Semi-Government/ PSUs	Single order of 1 crore from client	1 order above 1 Cr = 5 Marks 2 orders above 1 Cr = 7 Marks 3 or more orders above 1 Cr = 10 Marks	10
2)	Experience of supporting the software developed by other vendor or supporting internationally recognized COTS products for Government/ ULBs/ Public Sector Undertaking	Support such software wherein the single work order value is minimum Rs. 5 Cr.	1 order above 5 Cr = 5 Marks 2 orders above 10 Cr = 10 Marks If one of the orders is for 3 or more years support additional 5 Marks	15
3)	Experience of implementation and support for State Tourism	The bidder should have experience of implementing and supporting Central Reservation System for State Tourism in India where the project value in more than 1 Cr	1 Project = 4 marks If the Project is live since 2 years then additional 2 marks If project has hotel reservation system with minimum 10 different properties available for booking then additional 4 marks Transactions >= 35000= 5 marks	15
4)	Total Manpower	Full time employee on the payroll of the bidder	Upto 100 employees = 5 Marks >100 and <=300 employees = 7 Marks Above 300 Employees = 10 Marks	10

5)	Technical Manpower of the bidder agency / Company.	Technical Manpower of the bidder, viz. Sitefinity certified developers and professionals ,cloud developer, Microsoft certified technology specialist (Sql server, database developer) MS certified solution associates also .net framework, ASP.net application developer	2 resources with sitefinity certification = 5 marks. 2 resources certified on MS SQL Server or .Net = 5 marks	10
6)	Approach & Methodology	Assessment of whether the proposed methodology is in line with the requirements. - Understanding of the objectives of the assignment: - Completeness And responsiveness of the proposal - Methodology for meeting the SLA requirements	In this section, the responding firm should address the following: – Explain the understanding of the project requirements, highlight the expected support from MTDC, approach to the project, methodology for carrying out the activities for expected output – Highlight the associated risks / problems and plans for mitigation and explain the technical approach it would adopt to address them The firm would have to submit a presentation (PPT) to this effect along with the other Bid document.	40
				100

1) **Submission of Proposal:**

Bidder need to submit their proposal through E-tendering portal https://mahatenders.gov.in in respective tender section. No physical copy of financial bid will be accepted. Financial proposal shall be submitted as per annexure"B"

a. The EMD in case of successful bidder shall be retained as an additional security deposit towards contract in addition to performance guarantee as 3% of total cost of the contract if the EMD amount falls short as of performance guarantee ie 3% bidder shall submit the balance amount to fulfil the performance guarantee criteria for defined in point . Such EMD/ performance guarantee shall be released only on expiry of contract and settlement of account. The EMD shall be forfeited if it is found at any stage during the operation of the contract period that any of the information furnished by the successful bidder was falls or misleading.

b. Performance guarantee of 3% in the form of bank guarantee shall be submitted.

c. Performance Guarantee shall be forfeited/seized in case the selected party fails to provide service as per the terms and conditions of the tender.

d. The price quoted should indicate clearly all Taxes separately as applicable along with the TOTAL AMOUNT.

e. The contract would be awarded for initial period of 2 years.

f. The MTDC reserves the right to terminate the contract by giving one month's written notice, in the event of unsatisfactory performance of work or for any other reason whatsoever. In an event of premature termination of contract the amount payable to the Vendor would be calculated on pro-rata basis for the period for which actual services are provided. However the successful bidder/firm should continue to provide the services till the end of the notice given by MTDC

g. Bidders furnishing incomplete/incorrect information will be disqualified.

h. Any effort by a Bidder to influence MTDC officials in the process of decision making or tender evaluation, tender comparison or purchase order may result in rejection of his offer.

i. The Bidder is expected to examine and read carefully all the instructions, forms, term and conditions, specifications stipulated in the Tender documents. Failure to furnish all information as explicitly required in Tender documents will be liable for rejection of its tender

j. All the conditions stipulated in the tender document will be binding on the bidder. No addition/deviation/relaxation in any of the terms and conditions is permissible once the tender is published.

k. MTDC may at its discretion extend the timeline for the submission of bids. In such case if the bidders have already submitted tender documents they are at liberty to deposit the same tender document or resubmit the tender as per the revised timeline.

l. The Technical Bids will be opened at MTDC in the presence of representatives of the bidder **at 3.00 PM on 07.10.2019.** Only one representative per bidder will be permitted to remain present at the time of opening the tender along with duly authorized letter of the firm. In case due to some Administrative reasons the Bids are not opened on same day the next date and time for opening of Bid will be intimated accordingly.

m. MTDC reserves the right to reject anyone or all of the offers without assigning any reason and in any case the cost of Tender Document will not be refunded.

n. The decision of the MTDC in selection process is final and will be binding on vendors.

o. During evaluation process of the bids, MTDC may at its discretion, ask the Bidder for a clarification, additional information, and verification calls etc. on the bid submitted by the vendor.

6.4 Financial Bid Evaluation

a) The Financial Bids of only technically qualified bidders (technical scores greater than 60%) will be opened on the prescribed date in the presence of bidder representatives.

b) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders who have qualified from Technical evaluation).
Financial Scores for other than L1 bidders will be evaluated using the following formula:
Financial Score of a Bidder (Fn) = {(Financial Bid of L1/Financial Bid of the Bidder) X 100} % (Adjusted to two decimal places)

c) Only fixed price financial bids indicating total price for all costs for technology solution and services specified will be considered.
d) The bid price will include all taxes and levies and shall be in Indian Rupees.
e) Any conditional bid would be rejected

Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures the amount in words will prevail".

6.5 QCBS evaluation

a) The technical and financial scores secured by each bidder will be added using weightage of <70%> and <30%> respectively to compute a Composite Bid Score.

b) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-
Bn = 0.70 * Tn + 0.30* Fn wherein = Technical score and Fn = Normalized Financial score

Bidder	Technical Score (X)	Relative Financial Score (Y)	Weighted Technical Score (70% of X)	Weighted Financial Score (30% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

c) In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

ANNEXURE D:

Project Experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (Number of Years or Months and current status)	
Duration of Post Implementation Support (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

OEM's AUTHORIZATION FORM

Date:

To

Managing Director

Maharashtra Tourism Development Corporation

Dear Sir,

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize _____, having office at _____ (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for following Products produced by us.

-
-
-

Name (In the capacity of)

Signed

Note: This letter of authority should be on the letterhead of the manufacturer with full address, phone number, email, and website address, and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

Annexure E

Format for Bank Guarantee for Earnest Money Deposit

To,

Managing Director

Maharashtra Tourism Development Corporation

<Address> <Phone Nos.> <Fax Nos.> <Email id>

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Department>>.

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << Department >> (hereinafter called "the Department") in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Department, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Department during the period of validity of bid

(a) Withdraws his participation from the bid during the period of validity of bid document; or
(b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Department up to the above amount upon receipt of its first written demand, without the Department having to substantiate its demand, provided that in its demand the Department will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to *<<insert date>>*)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

Annexure I : Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref:

Date: _____

Bank Guarantee No.: _____

To

The Managing Director
Maharashtra Tourism Development Corporation
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 "**For appointment of agency for maintenance of an End to End portal along with Centralised Reservation System (CRS), tour package system and all other applications running on the MTDC website https://www.maharashtratourism.gov.in for Maharashtra Tourism Development Corporation Ltd (MTDC LTD), Mumbai"** 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 10% of the Total Contract Value, 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 10% of the Total Contract Value i.e.,……………<in words> 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 MTDC; 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 10% 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.

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 10% 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 count.

Dated …………………….. this ……….. Day …………. 2024.
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 : Non-Disclosure Agreement

[Company Letterhead]

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

WHEREAS

1. The "MTDC" has issued a public notice inviting various organizations for provision of for "Selection of Solution Provider for implementation of Digital Initiative for Department of Tourism, Government of Maharashtra";

2. The Bidder, having represented to the "MTDC" that it is interested to bid for the proposed Project,

3. The MTDC and the Bidder agree as follows:

   a) In connection with the "Project", the MTDC 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 MTDC 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 advice 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 MTDC, 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 MTDC to the

Bidder.

6. MTDC 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. MTDC 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 MTDC to the Bidder, the MTDC 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 MTDC 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 MTDC 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 MTDC, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the MTDC forthwith after receipt of notice, and (iii) upon request of the MTDC, 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 MTDC 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 MTDC be liable for the accuracy or completeness of the confidential information.

13. This agreement shall benefit and be binding upon the MTDC 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:

3 Annexure III: Pro-forma of Letter of Submission

(Print on Company's Letter Head)

Tenderer's Name and Address

_____

_____

_____

To,
Managing Director
Maharashtra Tourism Development Corporation Ltd.,
Mumbai

Dear Sir,

Sub: Proposal for the" "For appointment of IT agency for maintenance of an end to end Portal along with Centralised Reservation system(CRS),Tour Package system and all other applications running on the MTDC website www.Maharashtratourism.gov.in for Maharashtra tourism development corporation ltd (MTDC Ltd), Mumbai.

I/We, the undersigned, wish to participate for the referenced contract and declare the following:

i. With reference to your EOI, I/We, having examined the Document and understood its contents, hereby submit my/our submission for the aforesaid Project.
ii. We acknowledge that all statements made and information supplied in enclosed here in with is true and correct.
iii. We acknowledge that we have submitted all information and details necessary for this EOI and have no further pertinent information to submit.
iv. Managing Director, MTDC, Mumbai and/or its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this Application, and to seek clarification from our bankers and clients. This Letter will also serve as authorization for any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by the Managing Director, MTDC, and Mumbai.
v. We hereby state that we have read and understood the terms and conditions of the bid documents and agree to abide by them. We further agree to undertake the said project / work to the satisfaction of the Managing Director, MTDC, and Mumbai and as per the terms and conditions of the EOI. We have uploaded the *Original Bid Documents* duly initialled on all pages as a token of our acceptance of the terms and conditions of the bid documents.

The required information relating to my/our/establishment is furnished as below:

	Name of the Tenderer	
1	Address of Organisation	

2	Type of Company/Firm/any other a).Details of Registration b).Business / Office Address c)Name of the Proprietor/Owner/Manager			
3	Correspondence Address a).Telephone No: b).Fax No. c).Website d) Email-Id			
4	i) Shop & Establishment Certificate attached ii)Copy of Documentary evidence of the company/firm/partnership registration (specify) attached	YES/NO YES/NO		
5	Tender Fee	YES/NO		
6	EMD	YES/NO		
7	i) GST Registration No. (ii) Details of the GST paid for the year 2018-2019.			
8	Copy of Pan Card attached	YES/NO		
9	Copy of Income Tax Returns for last three years i.e., <table><tr><td>Financial Year</td><td>Attached</td></tr><tr><td>2016-17</td><td>Yes/No</td></tr><tr><td>2017-18</td><td>Yes/No</td></tr><tr><td>2018-19</td><td>Yes/No</td></tr></table>			
10	Turnover for last Three Years (Audited Balance Sheet) along with **Chartered Accountant Certificate.**	2016-2017	2017-2018	2018-2019

11	Experience in years (Details attached in Annexure D)	No of Yrs
12	Registration with RBI (Registration Number)	YES/NO
13	Certificate for IEC Code	YES/NO
14	Other Relevant Documents, if any	

I have read and agreed to all terms and conditions mentioned in tender notice

<div align="center">Yours faithfully,
(Signature)</div>

Place: Signature of Tenderer with
Date: Name and Designation where applicable

4   Annexure IV: Format for Technical Proposal

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

dd/mm/yyyy

To

The Managing Director
Maharashtra Tourism Development Corporation

Apeejay House, 4th Floor,
3 Dinshaw Vacha Road, Churchgate, Mumbai-400020.

Sub: Selection of Bidder for the Project "For appointment of agency for maintenance of an End to End portal along with Centralised Reservation System (CRS), tour package system and all other applications running on the MTDC website https://www.maharashtratourism.gov.in
for Maharashtra Tourism Development Corporation Ltd (MTDC LTD), Mumbai"

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 Solution Provider for implementation of Digital Initiative for Department of Tourism, Government of Maharashtra.

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 Solution Provider for implementation of Digital Initiative for Department of Tourism, Government of Maharashtra", put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MTDC 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 10% 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 MTDC.

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 MTDC 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 MTDC 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.

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:

5 ANNEXURE V: Format for Financial Proposal
(To be submitted online only in MS Excel Sheet provided in Financial Envelope)

Date:

To,

Managing Director
Maharashtra Tourism Development Corporation Ltd.,
Mumbai

Dear Sir,

Sub: Financial Proposal "For appointment of agency for maintenance of an End to End portal along with Centralised Reservation System (CRS), tour package system and all other applications running on the MTDC website https://www.maharashtratourism.gov.in
for Maharashtra Tourism Development Corporation Ltd (MTDC LTD), Mumbai.

I/We offer to complete the project as per scope of work specified in the RFP and on the stipulated terms and conditions and other particulars therein and I/We hereby submit the offer as follows:

SI. No.	Item Description	Quantity	Units	BASIC RATE Rs. P	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Annual charges for maintenance of an End to End portal along with Centralised Reservation System (CRS), tour package system and all other applications running on the MTDC website https://www.maharashtratourism.gov.in for Maharashtra Tourism Development Corporation Ltd (MTDC LTD), Mumbai. For all the deliverables as mentioned in Section 4: Scope of work of the RFP.	1.000	Per Year			
2	MTDC Website Security as detailed in clause 4.10 of the RFP	1.000	Per Year			
	Total in Figures					
	Total in Words					

Note:
1) The above Total cost will be considered for financial Bid evaluation.
2) The above total cost is for Per annum for all the resources provided and all the scope of work given in tender documents inclusive of all the taxes, duties, etc. excluding GST. GST will be payable by MTDC on bill amount approved / passed by MTDC at the prevailing rates.
3) Billing will be done quarterly.
4) Bidders shall also note that financial proposal shall be submitted online only.