

**Maharashtra Tourism Development Corporation,
A Government of Maharashtra undertaking**



Request for Proposal

For

Selection of a solution provider for the implementation
of a Website and Booking Platform for Maharashtra
Tourism Development Corporation

**Managing Director
Maharashtra Tourism Development Corporation Ltd.,
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road, Churchgate, Mumbai-400020
E-mail: md@maharashtratourism.gov.in**

DATE: 16th October 2020

E-TENDER NOTICE

No.MTDC/IT/Website/01/2020

INVITATION OF TENDER FOR SELECTION OF A SOLUTION PROVIDER FOR THE IMPLEMENTATION OF A WEBSITE AND BOOKING PLATFORM FOR MAHARASHTRA TOURISM DEVELOPMENT CORPORATION.

The Maharashtra Tourism Development Corporation(MTDC) intends to design & develop their official website so as to have a platform for the online booking of all the resorts/hotels that MTDC operates along with other activities/experiences that MTDC offers.

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

Through this RFP, MTDC intends to select a solution provider by following competitive bidding process to design, develop, implement, operate and maintain a responsive mobile friendly, lightweight, interactive, stakeholder friendly and dynamic website.

Bid Documents can be downloaded online from **16th October 2020**. For detailed tender notice and to download bid document please visit Website given below.

<http://mahatenders.gov.in>

The last date for submitting of Bid form duly filled: **2nd November 2020** till 13:00 Hrs. The Department reserves the right to accept/reject any offer, without assigning any reason whatsoever.

1. **Name:** Selection of a solution provider for the implementation of a Website and Booking Platform for the Maharashtra Tourism Development Corporation
2. **EMD:** Rs. 5,00,000/- (Five Lakhs Rupees Only)
3. **Online Tender Form Fee:** Rs. 5,000/- (Five Thousand Only) Non Refundable

**Managing Director
& Authorized Officer**

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N/A

DISCLAIMER

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

Glossary

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

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 "Selection of a solution provider for the implementation of a website and booking platform for the Maharashtra Tourism Development Corporation" as detailed in Section 2.25 of this RFP document.
2. The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode only.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. Bidders are also advised to refer "e-tendering tool kit for bidder" available at <https://udd.maharashtra.etenders.in> for further details about the e-tendering process.
5. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
6. Prospective bidders are advised to check the minimum qualification criteria before participating in the bidding process. This RFP document is not transferable and the name of the bidder who purchases and submits the same bid shall be unchanged.

1.1 Key Events and Dates

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

Sr. No.	Particular	Details
1.	Advertising Date	16th October 2020
2.	Name of the project	RFP for "Selection of a solution provider for the implementation of a website and booking platform for the Maharashtra Tourism Development Corporation"
3.	Project Period	Implementation period and Three Years post Go-live and stabilization period
4.	Bid Procedure	Two Part (Technical & Financial), QCBS Bid
5.	RFP Document Download Start Date & Time (Website to download Tender, Corrigendums, Addendums - https://mahatenders.gov.in)	From 16th October 2020 at 13:00 HRS (IST) to 2nd November 2020 till 13:00 HRS
6.	Pre-Bid Meeting	23 rd October 2020 (Tentative)
7.	Last Date for submitting pre-bid queries as per the format given in section 5.6. Pre-bid queries to be submitted only over email to "it@maharashtratourism.gov.in"	24th October 2020 till 18:00 HRS
8.	Last date (deadline) for Submission of bids	2nd November 2020 till 13:00 HRS
9.	Date and time of opening of Technical bids	3rd November 2020 after 15:00 HRS
10.	Date and time for opening of Commercial bids	Will be intimated later to the qualified bidders

Selection of a solution provider for the implementation of a Website and Booking Platform for Maharashtra Tourism Development Corporation

Sr. No.	Particular	Details
11.	Declaration of Successful bidder and release of work order	To be informed later.
12.	Detail of the contact person and Address at which sealed bids are to be submitted	Office of The Managing Director Maharashtra Tourism Development Corporation, Apeejay House, 4 th 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) - Online	Rs. 5,00,000/- (Rupees Five Lakhs Only)
2.	RFP Document Fee to be paid via Online Payment Gateway mode only.	Rs. 5,000/- (Rupees Five Thousand Only) Non Refundable
3.	Bid Validity Period	One twenty (120) days from the date of submission of the bids
4.	Last date for furnishing Performance Security to 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)	4% of 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

Instructions to Bidders

2 Instructions to Bidders (ITB)

2.1 Introduction of MTDC

Maharashtra – Nation within a Nation is the third largest state in the country, both in terms of population and area. The states capital 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 India 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, with its dense forests, is home to several wildlife sanctuaries and nature parks.

The state is also blessed with a rich history, tradition and culture, which is evident through its world class ancient forts and monuments, ancient cave temples and pilgrimage centers. MTDC, a government of Maharashtra undertaking, holds a plethora of properties and land parcels in some of these most premium locations, has built hotels/resorts at these locations and is running them to generate revenue. MTDC has around 27 self-run properties and many leased properties. It also runs some adventure sports activities, acts as license providers for some schemes and other tourism related ancillary activities in the state.

The primary mission of MTDC is to:

- Run the hotel chains/resorts and promote itself as one of the trusted tourists-stay providers
- Employee the local population, up skill them and generate jobs for them
- Indirectly generate income for the locals by promoting its own resorts/hotels and attract more tourists
- Compete with the market leaders in the hotel industry and provide affordable stays to the tourists with the best of services

Information technology has emerged as the biggest driver of business in the hotel industry in recent times with specific focus on customer booking experience. MTDC plans to leverage this and expand its customer base. In order to harness the potential of tech in tourism, MTDC proposes to develop a “State of the Art” website and booking platform to achieve a better conversion ratio of customers that land on its website.

2.2 Purpose of RFP

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

- Provide an interactive and engaging experience for all visitors landing on the website
- Make the MTDC portal a one-stop-shop for tourists planning to stay at MTDC’s hotels/resorts 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 the best booking experience to the visitors
- To provide an interactive & responsive user centric design & content strategy that presents the hotels/resorts in a strategic manner
- Enrich the website content by enabling users to share their experiences and information

- Digital Media initiatives for Branding and promotion of MTDC's resorts/hotels to showcase them as one of the most preferred tourist destinations and to place it prominently on the domestic & international tourism map.

Towards achieving the above objectives, MTDC intends to engage a professional IT Agency having in house capabilities and capacity to provide services including website and booking engine development, channel manager, content, etc. Interested professional IT agencies may submit bids as per details given below.

2.3 Cost of RFP (Tender Fee)

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

2.4 Transfer of RFP

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

2.5 Consortium, Joint Ventures and Subcontracting

Consortium, Joint Ventures and Sub Contracting is not allowed. However, the bidders are free to engage with any reputed entity for providing Booking Engine, Channel manager, Bulk-Mailing, etc. The cost of all such services will be borne by the bidder. MTDC will not be interacting or engaging with any of these entities in any manner. The main bidder has to ensure that all the SLAs are met.

2.6 Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all aspects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

2.7 Proposal Preparation Costs

1. The bidder shall submit the bid at its own cost and 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 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.

2.8 Bidder Inquiries

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

2.9 Amendment of RFP Document

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

2.10 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.

2.11 MTDC'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.

2.12 Earnest Money Deposit (EMD)

1. Bidders shall submit, EMD of Rs. 5,00,000 (Rupees Five Lakhs only) through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder's EMD will be returned within 90 days from the date of opening of the financial bid. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 4% 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 all the 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, and may initiate an action.

2.13 Authentication of Bid

1. The original copy (hard copy) of the Bid Document shall be signed, stamped and submitted along with the bid. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
2. Registered Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted. The person accountable for the bid shall remain the full-time employee of the bidder till the end of contract period.

2.14 Language of Bids

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

2.15 Patent Claim

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

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

2.17 Bid Submission Format

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

2.18 Submission of Bids

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

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

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

1. 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 eligibility proposal should not have any commercial implications. The financial proposal submitted by the Bidder should be inclusive of all the items in the eligibility proposal and should incorporate all the clarifications provided by the Bidder on the eligibility proposal during the evaluation of the offer.
4. Financial Proposal shall not contain any technical information, and vice versa.
5. If any Bidder is found not eligible as per the eligibility criteria stated in Section 2.25 of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system.
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.

2.19 Late Bids and Bid Validity Period

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

2.20 Modification and Withdrawal of Proposals

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

2.21 Non-conforming Proposals

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

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

2.22 Acknowledgement of Understanding of Terms

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

2.23 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids
2. 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, Eligibility proposals shall be opened and evaluated as per the criteria mentioned in Section 2.25 of the RFP.
5. In the second stage, Technical Proposals of the eligible bidders 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.

2.24 Evaluation Process

1. The Tender Evaluation Committee constituted by the MTDC shall evaluate the bids.
2. The Tender Evaluation Committee shall review the eligibility proposal of the Bidders to determine whether the requirements as mentioned in Section 2.25 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose Eligibility 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 eligible 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 i.e. 70 marks shall technically qualify for the commercial evaluation stage.
5. The financial proposals of the technically qualified Bidders shall be opened and reviewed in the financial evaluation stage in a QCBS manner with 80% weightage to the Technical score and 20% weightage to the financial score.
6. Please note that the Tender Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process.

2.25 Eligibility Criteria

S No	Basic Requirements	Eligibility Criteria	Document to be submitted
PQ1	Legal Entity	The Bidder should be a company registered under the Companies Act, 1956 and should be in existence in India for at least the last 5 years as on date of submission of the bid.	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration • Copy of GST registration number. • Copy of PAN Card
PQ2	Turnover of the company	The bidder should have minimum annual turnover of at least INR 20 Crores in all last three financial years (FY 17-18, FY 18-19, FY 19-20) *	<ul style="list-style-type: none"> • Copy of the audited Balance Sheet and Profit & Loss Statement of the company • Certificate from the Chartered Accountant clearly stating the turnover
PQ3	Net worth	The bidder should have a positive net worth for the last 3 financial years (FY 17-18, FY 18-19, FY 19-20) *	<ul style="list-style-type: none"> • Certificate from the Chartered Accountant clearly stating the net worth
PQ4	Technical Capability	<p>The Bidder must have built at least 25 websites in the past 5 years</p> <p>Note: All 25 should be on different domains. Only websites that have gone-live will be considered.</p>	<p>Work order + Completion Certificates from the client</p> <p>Note: Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value.</p>

S No	Basic Requirements	Eligibility Criteria	Document to be submitted
PQ5	Bidder Experience	The Bidder should have at least 10 websites with a load time of 4 seconds or lower (Test done after the publication of this bid)	Proof of load time from Google Test My Site or GtMetrix Note: Document of the same with company seal and signature of a competent authority.
PQ6	Page Speed Score	The Bidder should have at least 5 websites with Google Page Speed Insight scores of 50 & above for both Mobile & Desktop (Test done after the publication of this bid)	Proof of load time from Google Page Speed Insights (Document of the same with company seal and signature of a competent authority)
PQ7	Technical capabilities for Booking Engine and Channel Manager	The bidder should have its own Booking platform (booking engine and a channel manager) or should have onboarded a reputed entity having its own Booking engine and Channel manager	A self-certified letter stating about the availability of its own Booking engine and channel manager or a letter from an entity to the bidder agreeing for collaboration for Booking Engine and Channel Manager services for this project
PQ8	Blacklisting	The Bidder should not be debarred/blacklisted by any Government/PSU in India for failure to perform or deliver services as on date of submission of the Bid.	A self-certified letter in the format provided in section 5.5, signed by the Authorized Signatory of the Bidder.

*** If Annual turnover and net worth statement of FY 19-20 is not available, the bidder may submit for FY 16-17**

2.26 Evaluation of Eligibility Proposals

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

2.27 Evaluation of Technical Proposals

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

1. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for Technical evaluation.

2. At any time during the Bid evaluation process, the Tender Evaluation Committee may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
3. MTDC reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the Eligibility check process.

2.28 Technical Evaluation Methodology

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

2.29 Technical Evaluation Criteria

Sr. No.	Criteria	Evaluation parameters	Max. Marks	Documents Required
Relevant Experience (70 Marks)				
TQ1	The bidder should have executed at least 2 projects* of value above Rs. 50 lakhs each	2 projects – 5 marks 3 projects – 10 marks 4 projects – 15 marks 5 projects – 20 marks >=6 projects – 25 marks	25	Work order + Completion Certificates from the client Note: Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value.
TQ2	Bidder must have built at least 25 websites** in the past 5 years	25 websites: 5 marks 26-30 websites: 6 marks 31-35 websites: 7 marks 36-40 websites: 8 marks 41-45 websites: 9 marks > 45 websites: 10 marks	10	Work order + Completion Certificates from the client Note: Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value.
TQ3	Bidder must have at least 10 websites** with load time under 4 seconds with a Page speed score of 50 & above for both mobile & desktop (Test done after the publication of this bid)	10 websites: 5 marks 11-15 websites: 10 marks >15 websites: 15 marks	15	Proof of load time from Google Test My Site or GtMetrix Note: Document of the same with company seal and signature of a competent authority Google Test My site/ GTmetrix proof of speed & Page Speed insight of score
TQ4	The Bidder should have at least 5 websites** with Google Page Speed Insight scores of 50 & above for both Mobile & Desktop (Test done after the publication of this bid)	5 websites: 5 marks 6-9 websites: 7 marks >10 websites: 10 marks	10	Proof of load time from Google Page Speed Insights (Document of the same with company seal and signature of a competent authority)
TQ5	Experience in developing and updating web	3 language: 5 marks 4 languages: 7 marks	10	Work order + Completion Certificates from the client Note:

Selection of a solution provider for the implementation of a Website and Booking Platform for Maharashtra Tourism Development Corporation

Sr. No.	Criteria	Evaluation parameters	Max. Marks	Documents Required
	contents in minimum 3 Indian languages	>=5 languages: 10 marks		Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value and the languages.
Presentation & Demo (30 Marks) - To be conducted by Evaluation Committee				
TQ6	Understanding of Scope of Work and Proposed solution	-	5	-
TQ7	Approach, Methodology, and Project Roll-out Plan	-	5	-
TQ8	Operation and Maintenance Plan	-	5	-
TQ9	Scalability of proposed solution to handle increased no of users	-	5	-
TQ10	Website concept and Illustrative User Interfaces	-	5	-
TQ11	Booking Engine and Channel Manager capabilities		5	
		Total	100	

* Project is basically an end to end Website development/Software development/App development

** Websites to have different domains so as to be counted as separate

2.30 Financial and Final Bid Evaluation

1. The financial proposal of only the technically qualified Bidders who have scored 70 or above shall be opened for the evaluation.
2. For financial evaluation, the total Lump-sum cost indicated in the Financial Proposal, excluding GST, shall be considered.
3. MTDC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the selected agency to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the selected agency. The lowest Financial Quote (FM) will be given a financial score (SF_x) of 100 points and the bidder would be known as L1 bidder. The financial scores of other proposals (SF_x) will be computed as follows:

$SF_x = 100 \times (FM/FX)$, where

- FM is the least Financial Quote
 - FX is the quote by the particular company for which the Score is being calculated
4. Proposals will finally be ranked according to their combined technical (ST_x) and financial (SF_x) scores as follows:
Combined Score (S_x) = $ST_x \times 0.8 + SF_x \times 0.2$
 5. The Selected Agency shall be the Bidder with the highest combined score and will be known as Q1. The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified.
 6. The sole criterion for selection of the consultant is the highest combined technical and financial scores in the ratio of 80:20 respectively (80% technical score and 20% financial score). In the event of more than one bidder scoring the same highest marks, the bidder with the highest Technical Score will be chosen. If still there is a tie, MTDC may call those bidders (limited to only such bidders) for resubmission of the financial proposal. In such a case, bidder that offers the lowest price quote will be the selected agency.
 7. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected. However, the decision of the MD, MTDC, in such cases shall be final and binding on all the Bidders.

2.31 Negotiations

MTDC reserves the right to carry out negotiations with the Q1 Bidder or the selected agency on the technical and financial proposal. MTDC may further discuss the details of the approach and methodology to be adopted by the selected agency on the Project over and above the minimum requirements of the RFP keeping in mind the interest of the Project.

2.32 Award of Contract

2.33.1 Award Criteria

1. The work shall be awarded to the bidder whose scores the maximum combined marks in the QCBS process.
2. However, the Managing Director, MTDC reserves the right to further negotiate the prices quoted by the Q1 bidder while awarding the contract.

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

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

2.33.3 Letter of Intent

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

2.33.4 Signing of Contract

MTDC shall notify the selected agency that its bid has been accepted. The selected agency shall enter into contract agreement with MTDC within the time frame mentioned in the Letter of acceptance to be issued to the selected agency by MTDC.

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

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

2.33 Performance Bank Guarantee

1. This Performance Bank Guarantee (hereinafter referred to as "PBG") will be for an amount equivalent to 4% of the total Bid Value contract value "PBG" should be of a Nationalized Bank.
2. PBG amount will be refunded after completion of the project.
3. PBG would be discharged/ returned by MTDC upon being satisfied that there has been due performance of the obligations of the selected agency under the contract at the end of the contract/completion of the project. However, no interest shall be payable on PBG.
4. In the event of the selected agency being unable to service the contract for whatever reason MTDC would forfeit 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 selected agency's failure to complete its obligations under the Contract. MTDC shall notify the selected agency in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
5. MTDC shall also be entitled to make recoveries from the selected agency's bills, PBG, or from any other amount due to them, the equivalent value of any payment made to them due to inadvertence, error, collusion, and misstatement.

2.34 Non-Disclosure Agreement (NDA)

Selected agency has to sign the Non- Disclosure Agreement (ANNEXURE III) with MTDC.

Section: 3

Scope of Work

3 Scope of Work

MTDC wishes to engage a vendor (hereafter referred to as "Service Provider", "Selected Agency", "Vendor" or "Successful Bidder") for Selection of Solution Provider for the following:

- A. Design, development, operation and maintenance of website for MTDC
- B. Integration, operation and maintenance of a Booking Platform (Booking Engine and Channel Manager)

3.1. Detailed Scope of Work

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

The Selected agency shall take over the new domain of MTDC and design the new website by using state-of-the-art technology in consultation with various stakeholders.

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

1. Designing the website to make the site responsive & get the user that comes on the website to book resorts or ancillary services on the portal
2. Adopt the existing MTDC content from the domain of www.maharashtratourism.gov.in
3. Design & Development of a new website which is compliant to GIGW and other international guidelines, rich in content including easily downloadable high-resolution images, e-brochures, videos and other multi-media content and compatible on all digital platforms
4. Updating of information available on site and constant monitoring and uploading of information. Also the curation of the content to be uploaded.
5. Customer Relationship Management functionality to keep users informed about latest events, festivals, packages, delights etc., with the help of newsletters, Electronic Mailers etc. as well as maintaining easy to use and comprehensive database of service providers in the tourism sector (viz. approved tour operators, hotels, etc.) with search functionality
6. Calendar of Events: The Web site should include a robust, intuitive Calendar of Events that is searchable and sort-able by the user.
7. Live and dynamic maps with active content display and synchronization with the information pages. Ability to connect to Google and Yahoo maps
8. Facility to have a favorites tab and easy navigability between pages
9. Provision for User Access and Registration and login to be supported via, Facebook, Twitter, Gmail etc. Registered user details submitted at time of registration will be stored in system and their home pages will be personalized to each visitor. The website should insist on user login but should also work with the need to do so
10. Maintenance & Support of the website for a period of 3 years (extendable up to 2 years), post accomplishing go-live and stabilization of the website
11. Integration of various existing & envisaged modules, APIs, and web views with the website
12. Training and Capacity building for various officials for updating the content on the website
13. Integrate an existing Channel Manager and Booking engine that was built from scratch by the bidder or partner with any reputed company for Channel manager & Booking Engine and also provides the necessary features to exercise total control of the inventory
14. Supply of open-source and licenses/, clustering tools, integration tools, other tools or any other software to make the ERP Solutions work as per the requirements of the Client (MTDC intends to onboard an ERP solution provider in the future and the new website, booking engine, etc should be compatible/integrable with it).

The selected agency shall ensure translation of website into various national languages and upload these mirror websites. The site shall display the contents in Marathi, Hindi and English. The participating bidder shall have to study in detail the existing website, functional organization and accordingly design the new application portal as per requirement of this RFP.

3.2. Booking engine and Channel Manager

a. Deployment/Third Party Integration

The selected agency shall integrate a booking system and channel manager (both already developed by the selected agency) that helps the users to proceed & book resorts of their choice along with ancillary services. In case the vendor partners with a third-party booking engine provider and channel manager, it has to ensure that it has a good track record of working in the hotel industry and the system has all the latest features (mentioned in 3.2.b but not limiting to those) that would help MTDC exercise total control over the inventory.

b. Suggested Features:

- a. Dashboard to manage Price, Inventory
- b. Manage Bookings across OTAs
- c. Formula driven Pricing to dynamically update pricing across all channels
- d. Block/unblock channels, set sold out dates
- e. Dependent Rooms & Meals
- f. Easy Tax Setup
- g. In-depth Reports
- h. Promotions and Deals
- i. Multiple payment options

3.3. Scope of Content

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

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

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

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

- Travel guidelines
- Holiday list
- MTDC Destinations in Maharashtra
- Festivals and events
- Things to do
- Travel/Access to Maharashtra
- Trip Planning and Recommended trips
 - Website should provide a guided search for visitors to search various destinations, attractions, events etc. based on a variety of choices.

- Additional information of place in form of how to reach, location on map, places nearby, local events and festivals, best time to visit, weather information, what to buy, things to do, important contacts.
- The tourism offerings presented to a visitor should be personalized based on their profile, navigation history, traffic source and other parameters based on real-time analytics.
- Promotions
 - Display promotions in form of text, pictures and videos, video tours.
 - Link to promotions on other websites.
 - Promotions based on best places to visit in the preferred month
 - The promotions should be personalized for every visitor based on visitor history, navigation & other behavior traits, campaign, temporal & other profile attributes etc.
 - The system should provide the ability to test different promotion variations for different audiences to ascertain what works best for each promotion & audience.
- Blogs and Experiences
- Travel Care
- Links to social media pages
- FAQs
- Links to important websites – airlines, railways, bus services, car rental, Tourism offices etc.
- Integration of payment gateway with the website
- Home/Second level/Third level Page/s design for website
- Content development in all the languages as agreed with MTDC (All language translations require certificate of authentication from a recognized institution)
- Facility for Mass mailing to various customers/stakeholders / industry players as and when required
- Adding new content supplied in digital format or hard copy by MTDC Content can be in the form of data, creatives, photo, audio, video, etc.
- Developing online page/s for registration of applicants under various department schemes/events
- Any other feature which would portray the potential and excellence of MTDC

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

i. Website Design and Development

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

The following should be accounted for in the website:

1. About Us - All information about MTDC, useful for the interested tourists and other stakeholders, is present in the "About Us" section and mechanism is in place to keep the information up to date
2. All content shall be displayed in at least the Marathi, Hindi and English.
3. MTDC's profile with respect to:
 - Category wise detail of MTDC resorts/hotels with the display of how to reach there
 - Experiences
 - Services
 - Plan – collecting user preferences and mapping to the relevant destinations
 - Trip Planner
4. Bookings

5. Circular/Notifications
6. Recruitment and Tenders
7. News and Press Releases
8. Contact details

Secondary content is generated from the assortment, packaging of primary content to suit the requirement of different audience, festivals, events and occasions examples of such content are advertisements/banners/spotlight/media gallery/related sites. Along with all this, mechanism should be in place to ensure that all outdated announcements are removed from the website or moved to archive.

ii. Development of new modules as required

In case MTDC requires to develop a new module which is not under the scope, MTDC may ask for the services of the selected agency's staff as per the requirement of the change. This change would form part of change request management process. Bidder will be asked to submit a formal change request note along with the man-month effort estimation, commercial cost and schedule of deployment of resources. MTDC will review the change request submitted by the selected agency and will take a decision. Post the approval of MTDC the change request will be processed and the activity can be completed.

3.4. Government empaneled 3rd party vendors

The following are some of the MEITY empaneled cloud service providers.

- a. Amazon Internet Services Pvt Ltd
- b. Bharat Sanchar Nigam Limited (BSNL)
- c. Ctrls Data Centers Limited
- d. Cyfuture India Private Limited
- e. ESDS Software Solutions Private Limited
- f. IBM India Private Limited
- g. Microsoft Corporation (India) Private Limited
- h. Net Magic IT Services Private Limited
- i. Nextra Data Ltd
- j. Sify Technologies Ltd
- k. Tata Communications Ltd
- l. Web Werks India Private Limited
- m. E2e Networks
- n. Sucuri
- o. Cloudflare
- p. Kinsta

3.5. Design and Implementation of the System Architecture

The Agency shall be entirely responsible for the architecture of the system to be implemented to satisfy all features, RFP for Supply, Installation, Commissioning, Implementation and Support Services for the website. All designs for the forms/screens shall be designed and used in the website for enhanced performance over low bandwidth communication connectivity.

3.6. Feedback Management

1. Facility for analyzing feedback on monthly basis to provide insights to achieve website goals and objectives.
2. Provision of a FAQ (Frequently Asked Questions) page to address common user queries.
3. Feedback management by addressing queries and integration with MTDC's resort operations feedback system

3.7. Search Functionalities and SEO

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

3.8. Others

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

3.9. Annual Maintenance Services

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

3.10. Project Planning and Management: Initial Phase

In this phase, selected agency shall do the following activities:

A) Requirement Gathering & Designing of proposed websites and booking platform

The selected agency shall adopt the new domain for the MTDC. The selected agency is required to perform a detailed requirement gathering for the websites. For this purpose, department will arrange discussion session with relevant employee(s). Post understanding the requirements, the selected agency is required to prepare inception report including proposed architecture design with best available solution to develop a more attractive, user-friendly, interactive & informative website.

B) Prototype of New Web Portal

With inputs received from MTDC, the selected agency is required to present wireframes followed by Min. 5 browser enabled prototype of design of the website along with the migration strategy for portal. The selected agency is also required /to provide site map. Once the prototype is approved by relevant MTDC authority, selected agency shall start work on development.

3.11. Development Phase

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

i. Look & Feel

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

ii. Design Interface

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

iii. Sections Wise Distribution of Contents

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

iv. Dynamic Updates of Contents

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

v. Content Management System

- a. The proposed websites shall comprise both static and dynamic components and shall be developed with various features and dynamic modules.
- b. The new website must be developed on the concept of Web Content Management System (WCMS) keeping in consideration so that each section, page & content of the website is easily managed through Admin Panel

- c. Creation and Maintenance of a comprehensive Content Management System as a single repository for storage of all types of Website content such as video and images along with controlling placement of content
- d. The CMS shall support optimized presentation of assets based on device form-factors, network speed, etc. for optimal page load times
- e. The CMS should have Centralized template management for consistency within the portal
- f. The CMS should be flexible and user friendly to allow extensive use by users of varying levels of technical knowledge
- g. Other features that can help make the system better, user friendly and gain the maximum advantage of such a system

Web Content Management System Module – Authorized MTDC users shall be able to upload the content such as Photos, News, Project Information, Contact details etc. on website. It should facilitate rich text editors for content uploading. The contents must be in Unicode format. The Content Management System (CMS) should have the following features or capabilities:

- Content Authoring, Publishing, Delivery, Content Storage Management, Content Exit and Archival
- Should have preconfigured generic templates and workflows for the content management Distributed authorship of portal content across divisions
- Centralized template management for consistency within portal. Content repurposing for different audiences and different interfaces
- Facilitated metadata generation and management which enables effective content discovery
- WCMS should be able to be integrated with any workflow systems, which supports e-forms.

vi. Easy Navigation

The website should be designed in such a way so that user level navigation is easier. The web site should have the best features for better navigation and hold the visitors to go through the information sought.

vii. Administrator's Control Panel

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

- Real time reports/dashboard for management to check website traffic details such as unique visitors, return visitors, cohort analysis, country/origin, pages visited, bounce off reports, most visited destinations, attractions, content consumption patterns, device/OS reports, most searched resorts, search wise rankings, campaign metrics, path flow etc.
- The panel should enable easy to do ad-hoc analysis with the ability to create individual workspaces & dashboards for each analytics user
- The panel should be able to support analysis for different segments, comparison of segments, generate reports for different time periods, metric comparison for two-time periods etc.
- The system should be able to identify anomalies for any metric and report it.

3.12. Testing

A) Stress and Performance Testing

1. The Selected agency shall load test the website and portal and simulate large number of users and high-load conditions.
2. Appropriate reports indicating the performance results done using performance testing tools to be made available to the satisfaction of MTDC.

B) Security Testing

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

C) System Integration and Unit Testing

1. Each module or Component of Web portals should be fully tested independently before and after integration.
2. The selected agency shall perform testing of response time, throughput and availability, etc.

D) User Acceptance Testing (UAT)

As part of the User Acceptance Testing, the MTDC expects the following from selected agency :

1. Share the project plan well in advance with MTDC and accordingly the team should work to complete the UAT on time.
2. The selected agency is expected to assist MTDC in performing UAT of the solution as part of deployment and subsequent changes. The selected agency will prepare test cases and shall be responsible for securing necessary approval from stakeholders on acceptance of the test cases.
3. Selected agency to provide dedicated team for UAT and it has to be done at MTDC's premises.
4. The team should report status to the MTDC's IT head or the person responsible for the rollout at MTDC end.
5. Any deviation in the scheduled UAT plan has to be immediately communicated to the MTDC.
6. The selected agency should co-ordinate with the MTDC IT team whenever required for any input from the MTDC in regard to UAT, MTDC will designate resources from IT team for the same.

3.13. Delivery Phase

1. In delivery phase, the solution provider shall be responsible to publish the website and all of its content.
2. In delivery phase, the solution Provider shall also be responsible to hand over in writing all development components like source code (excluding licensed components), passwords, databases, text, graphics or any other relevant material to MTDC.
3. At the time of handing over, the development components shall become the sole property of the MTDC.
4. At the time of the delivery phase, a Service Level Agreement (SLA) would be signed by both parties. The duration of SLA would be of initially three (03) years after handing over the said

project.

5. The solution provider shall provide one (01) month free technical support (Stabilization period) after the delivery of the website. The SLA will become active after the completion of one (01) month period of free technical support.
6. Technical support includes but not limited to the following:
 - i. Source code and database update and support
 - ii. Bugs Fixture
 - iii. Malfunction Errors

3.14. General Requirements: Website Design

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

3.14.1. Complaint Management Services:

1. Should have options for registering complaints online with autogenerated acknowledgement with tracking number, timestamp and be shared with the user via SMS and Email.
2. Customer Complaint – it should be multilingual. (English, Hindi and Marathi)
3. Tracking of Complaint
 - i. User shall be able to post/submit complaints by selecting/providing subject, complaint description, Name, Email Id, contact number, upload files (image, text file) as per pre-defined size etc.
 - ii. The proposed solution shall have flexible workflow to allow administrator to divert the complainants to concerned stakeholders and take necessary action
 - iii. All the received complaint pertaining to bookings shall be resolved by the agency's support team under the guidance of department within specified time period
 - iv. For users, there shall be provision to generate the report of complaint status with Logo & name of the department in header. Also, there shall be provision to print, download & save the report generated
4. Generation of acknowledgement number, pendency report and workflow-based movement of complaint

3.14.2. Portal front:

1. Social Networking & Collaboration Module:
 - i. Forms: - The solution should easily create and publish online forms.
 - ii. Controlled Bulletin Board: - Key Information related to number of Tourist Centers, Newly added Tourist Locations and services, Tour Plans etc.

3.14.3. Integration with email, SMS and payment Gateway

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

1. There shall be provision to send secure bulk SMS/Emails. The integration required for bulk email/SMS service should be done by selected agency

2. The MTDC will appoint the Payment gateway services provider and selected agency will have to coordinate with payment gateway service provider to integrate same with the proposed solution.
3. Selected agency is expected to enable Payment Gateway including a Secure Site Page using industry standard encryption technologies like secure socket layers to handle backend communications and transactions, contacting bank and reporting back on results

3.14.4. Integration with existing services and Open API's

The proposed portal/ solution must be able to integrate with existing as well as envisaged e-governance applications, Mobile Applications, Web Applications etc. The system should expose API's to interact with the third-party systems to enable seamless integration with the third parties. This would enable to be future proof allowing for integrations with solutions that are not currently available with the department.

3.14.5. Development of any new functional application module / services as required by MTDC in future.

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

3.14.6. Security Audits

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

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

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

3.14.7. Compliances for Standards

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

1. e-Governance Standards of GoI
2. e-Governance Policies of GoI and GoM / DIT
3. GoI Guidelines of Websites
4. W3C Standards
5. WCAG standards like 2.0 AA, xHTML1.0
6. Website Guidelines by DIT, GOM
7. Unicode compliance
8. Guidelines for Indian Government Websites (GIGW)
9. Web Content Accessibility Guidelines (WCAG)

3.14.8. Site Logs

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

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

3.14.9. Technical Documentation

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

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

3.14.10. Scalability & Extensibility

1. The Solution shall provide a scalable architecture. It should be compatible for integration of existing as well envisaged modules.

3.14.11. Design

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

3.14.11. Training

1. The selected agency will be responsible for training the designated MTDC employees in the areas of parameterization, operations, management, error handling, system administration, etc. with respect to Web Content Management System (WCMS). End users would be trained through the train the trainer model.
2. The core team training will include functional as well as technical training and shall be considered within the scope of the selected agency. The core team is expected to include 1 batch of 5 personnel from the MTDC. These personnel would include core technical team, core functional team and the trainers for the proposed solution landscape.
3. The initial training should be conducted over a period of 15 days. The selected agency is also required to factor in the additional training requirements and suggest how they are going to address the same in their technical proposal.
4. With regard to activities under the scope of the selected agency in this Tender; the selected agency needs to provide a comprehensive training methodology document
5. The selected agency needs to provide the minimum qualifications, experience and time frame for which the people will be required from the MTDC and the MTDC will be responsible for identifying the appropriate personnel for all the training requirements.
6. The training will be held at MTDC's training centers.
7. The selected agency can use the training infrastructure and IT infrastructure available at the MTDC's training centers. MTDC shall not pay any additional amounts to the selected agency for the same.
8. The selected agency will be responsible for providing the users with the requisite training material (for functional training, technical training, and end user training material, job card and other relevant material) in both hard and soft copies at least for the core team and to train the trainers. The onus of preparing the training material will be on the Selected agency. The training material shall be prepared in English, Hindi and Marathi.
9. The selected agency will be responsible for preparing, circulating and collecting training feedback forms from the participants.
10. The feedback forms will be prepared by the selected agencies, reviewed and given to the MTDC. The changes, if any, suggested by MTDC, should be incorporated and implemented by the selected agency.
11. The selected agency will provide a detailed training methodology & schedule to the MTDC for review and sign – off prior to commencement of the training.
12. The selected agency will be responsible for providing ongoing training at defined intervals to the identified MTDC personnel.

3.14.12. Data Migration

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

Selected agency is expected to provide following services, but not limited to:

1. Carry out the data migration from existing system(s) to proposed solution wherever applicable.
2. Develop a data migration strategy which explains the sanitization, enrichment, migration and testing strategy.
3. Liaise with current system vendor and design data extraction tools. The selected agency shall be entirely responsible for data migration, validation and integrity check.
4. In cases the data is not available and has to be digitized from the existing records, the data entry and validation exercise needs to be carried out. The selected agency will:
 - Create Data Entry Templates based on the requirements
 - Creation of data entry forms/templates
 - Train the end users in data entry
 - Migrate the data from data entry templates
 - In such cases, the MTDC Officials will be responsible for data entry and validating the data and give a sign off on the validated data.
5. Selected agency will provide Data entry screens; reports for validation; provide training for data entry for existing modules (if any) etc.

3.14.17. Tendering

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

3.15. Operations and Maintenance

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

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

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

1. Upgrades, which would include version releases made by the Selected agency to incorporate technological changes, consolidating all bug fixes, consolidating all enhancement requests made by MTDC
2. Modifications would include minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the websites and portals. Any UI / UX change shall be considered as part of the maintenance activity.

3. Enhancements would include changes in the software due to Statutory and Regulatory changes and changes required due to changes in industry and other Governance practices in India. It will also include all the functionalities mentioned in section 6.4.2. Any change request would be mutually agreed between the selected agency and MTDC as per the man-month rates finalized after discussion with MTDC.
4. Provide handholding support and training services as part of the post implementation services, on a scheduled basis as well as on a need basis.
5. All incidents that occur as part of ongoing operations must be addressed and resolved within a reasonable time frame as per the SLAs described in this RFP.
6. Perform system administration tasks such as managing the user access, creating and managing users, preparing MIS reports etc.
7. Performance tuning of the websites and portals to ensure adherence to SLAs and performance requirements as indicated in the RFP.
8. User support in case of technical difficulties in use of the solution, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental.
9. Prompt receipt, analysis and reporting of reported deficiencies in the operation of the software solution and supply of information and advice on such deficiencies.
10. Unscheduled, on call, corrective and remedial maintenance and support services.
11. Integration of existing and envisaged 3rd party, software modules, API's, web-views as per the requirement of MTDC.

a. Back up and Preventive Maintenance

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

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

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

3.16. Hosting

1. MTDC will not provide IT Hardware for hosting, hosting arrangements for live website, production activities, performance testing, security testing, load testing, stress testing, UAT, etc. shall have to be made by the selected agency.
2. The selected agency should adhere and comply with all related Government policies with regards to cloud hosting, released from time to time.
3. It is the responsibility of the selected agency's to provide sizing of all the infrastructure & applications including cloud hosting (for DC & DR site), for meeting all the requirements and SLAs of the RFP. In case it is found that additional infrastructure & applications are

required for meeting the RFP requirement and the same has not been considered in sizing, the selected agency shall provide/host all such additional infrastructure/ applications at no additional cost to MTDC.

4. The hosting shall include the following:
 - All compute infrastructure like web servers, application servers, database servers, etc.
 - Software Licenses (Database, Application, etc.)
 - SAN storage space
 - Backup Services (including file-system and database)
 - Networking components like high availability switches, routers, firewalls, etc.
 - Load Balancers
 - Any other components required for functioning of the proposed solution

3.17. Operational Acceptance

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

1. Operational Acceptance will only be provided after Go – Live of developed website.
2. The integrations should be completed before the official launch of the website.
3. In the go-live phase, Selected agency will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Selected agency in consultation with MTDC and validated by MTDC.
4. It is the responsibility of the Selected agency to provide for UAT environment. The service provider will have to facilitate the operational acceptance tests. Operational acceptance tests will be performed by MTDC; however, selected agency will have to facilitate operation acceptance during commissioning of the system (or subsystem[s]), to ascertain whether the system (or major component or Subsystem[s]) conforms to the scope of work, including, but not restricted to, the functional requirements. The service provider will have to facilitate the testing of all applications from MTDC users during the operational acceptance.
5. After the Operational Acceptance has occurred, the Service provider may give a notice to MTDC's Project Manager requesting the issue of an Operational Acceptance Certificate. Within fourteen (14) days after receipt of the Service provider's notice, the Project Manager shall:
 - a. issue an Operational Acceptance Certificate; or
 - b. notify the Service provider in writing of any deficiencies or other reason for the failure of the Operational Acceptance Tests;
6. Once deficiencies have been addressed, the selected agency shall notify MTDC, and MTDC, with the full cooperation of the selected agency, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the selected agency shall notify MTDC of its request for Operational Acceptance Certification; MTDC shall then issue to the selected agency the Operational Acceptance Certification, or shall notify them of further deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this clause shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
7. If the System or Subsystem fails to pass the Operational Acceptance Test(s), then either:

- a. MTDC may consider terminating the Contract, or
 - b. If the failure to achieve Operational Acceptance within the specified time period is a result of the failure of MTDC to fulfill its obligations under the Contract, then the Service provider shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.
8. If within fourteen (14) days after receipt of the selected agency's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the selected agency in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the selected agency's said notice.
 9. Based on the test results, required changes will be carried out and tested. Post this, MTDC website will officially launch and operational acceptance will be complete.

3.18. Project Timelines

Implementation Approach and Project Timelines The overall implementation of the system is envisaged to be completed within 6 Months from the date of signing of contract with the Agency.

A. Website

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

T=Acceptance of WO/LOI

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

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

3.19. Payment Milestone

T= Date of Acceptance of WO/LOI

Sr. No.	Milestone	Time line	Payment	Penalty /Remarks
1.	Approval for Website - Advance Features	T+17 weeks	30% of Total Project Cost as quoted in Section 7.2.1 CAPEX (A)	INR 1000 for delay per week or part thereof subject to maximum of 10% of corresponding milestone value
2.	Go-Live Website - Advance Features	T+22 weeks	25% of Total Project Cost as quoted in Section 7.2.1 CAPEX (A)	INR 1000 for delay per week or part thereof subject to maximum of 10% of corresponding milestone value
3.	Website Completion - Post one month of stabilization	1 month post stabilization	45% of total project Cost as quoted in Section 7.2.1 CAPEX (A) to be paid	INR 1000 for delay per week or part thereof subject to maximum of 10% of corresponding milestone value
4.	Website Maintenance fee	At the end of every quarter	100% of the quarter fee (OPEX(B))	The invoices need to be raised in 4 Equated Quarterly instalments each year. Invoice can be raised only after satisfactory certification by MTDC's representative

Note:

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

complete the contract. The penalty or its waiver will be decided at the sole discretion of MTDC.

3.2. Payment Terms

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

3.20. Change Request Management

The MTDC may at any time, give written order to the selected agency 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 selected agency 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 selected agency
- Approval or Disapproval of the change request: MTDC shall approve or disapprove the change requested after discussion with selected agency 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, Selected agency 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 Selected agency 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 selected agency 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 selected agency, 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 selected agency'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 selected agency for adjustment under this must be asserted within 30 (thirty) days from the date of selected agency receiving the MTDC change order.

Any changes in the scope of work shall be finalized with the MTDC's approval. The selected agency 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.

3.21. Regulation, Licensing and Domain

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

3.22. MIS Reports

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

a. Monthly reports

- Component wise server as well as web/functionality availability and
- Resource utilization

- Consolidated SLA / (non)- conformance report.
- Summary of component wise uptime.
- Log of preventive / scheduled maintenance undertaken
- Log of break-fix maintenance undertaken
- All relevant reports required for calculation of SLAs

b. Quarterly Reports

- Consolidated component-wise availability and resource utilization.
- All relevant reports required for calculation of SLAs
- The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by the MTDC.

The selected agency will also provide any other report requested by the MTDC or any other agency approved and authorized by MTDC.

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

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

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

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

3.24. General Conditions

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

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

3.25. Service Level Agreement

1. The purpose of this section is to clearly define the service levels which shall be provided by the selected agency to MTDC, for the duration of this contract i.e. 3 years from the date of Go-Live of the Solution. The SLA are the measures of addressing the requirements needed to be met without expectations and benefits MTDC in following ways:
 - a. Increasing satisfaction of the services provided by the selected agency
 - b. Reducing the risk of not meeting business requirements

- c. Better communication and information flows between selected agency's IT staff and MTDC
 - d. Standards and guidance for selected agency's staff
 - e. Greater productivity and better use of skills and experience
2. The service levels to be established for the Services offered by the selected agency to the MTDC. The Selected agency shall monitor and maintain the stated service levels to provide quality service to the MTDC.
 3. The Post Implementation SLAs shall prevail from the start of the Operations and Maintenance Phase. However, SLAs shall be subject to being redefined, to the extent necessitated by field experience at the MTDC office and the developments of technology practices globally.
 4. The SLAs may be reviewed on quarterly basis as the MTDC decides after taking the advice of the selected agency and other agencies. All the changes shall be made by the MTDC in consultation with the selected agency.
 5. For any delay in installation and commissioning of the License/Hardware/Software or any milestone post signoff's, MTDC shall charge penalty @ 0.5% of the corresponding milestone value per week or part thereof, subject to a maximum of 10%.

3.25.1. Standard Definition used in SLA

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

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

3.25.2. Scheduled downtime

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

The selected agencies have to note that:

- a. For redundant power supplies, if any of the power supply fails and a redundant power supply is available and equipment's are providing services, the down time at the criticality level-3 will be calculated instead of criticality level-1&2.
- b. In case, an equipment remains non-functional for more than allowed minutes of the criticality level, the criticality level will go up for the device to the next higher level (i.e. If an equipment of criticality level-3 is non-functional for more than 480 minutes the 481th minute onwards the criticality level for the equipment will be calculated based on the Criticality level-2) and will keep on escalating to further level if it still remains non-functional
- c. In case, maximum response time is violated after problem is reported to the selected agency, then criticality level of the reported call would change to next higher criticality level and downtime would be factored accordingly to the new criticality level. (E.g. if problem reported under criticality level 3 is not responded within its defined maximum response time, criticality level would change to 2 and downtime would be factored according to level 2. Further, if the call is still not responded within maximum response time of criticality level 2, call would get escalated to criticality level 1 and the SLA shall be impacted accordingly)

3.25.3. SLA tracking and the categories defined

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

Regularly check performance of the selected agency against this SLA.

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

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

Obtain suggestions for changes to improve the service levels.

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

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

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

SLA 1: System Availability

Sr. No.	Measurement	Target	Severity	Penalty
1	If the website is not available	< 4 min	Critical	Nil
		4 - 8 min		0.5% of QP
		> 8 min		1% of QP
2	If some of the features are not available and operation continues in	< 12 Hr	Medium	Nil
		12 Hr - 24 Hr		0.1 % of QP

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	restricted fashion which affects productivity in long term	> 24 Hr		0.5 % of QP
3	Partial or non-critical loss of feature or functionality	< 24 Hr	Medium	Nil
		24 Hr - 36 Hr		0.1 % of QP
		> 36 Hr		0.5% of QP

The availability of the system can be ensured if the recommendations given by the selected agency is taken into account & implemented.

SLA 2: Project Development SLA

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

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

SLA 3: Performance Management

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

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11.	Reports Generation Response Time - Simple report	<5 sec	<10 sec
12.	Reports Generation Response Time - Medium complexity report	<30 sec	<50 sec
13.	Reports Generation Response Time - High complexity report	<1 min	<3 min

The selected agency can be accounted for the performance metrics post 1 months of stabilization period of the website

SLA 4: Content Updating

Sr. No.	Level	Function/Technology	Service Level	Penalty
1.	Critical	Content Uploading and Content Removal	During business Hours – **For Critical Requests - Within 2 hours. from receipt of request (after due approval from the department)**	During Business hours: ** For Critical Requests - Within 2 hours.: 0% of QP - Above 2 hours. within 3 hours: 0.5% of QP - Above 3 hours within 4 hours:0.75% of QP - Above 4 hours: 1% of QP
			During business Hours – **For Regular Requests - Within 4 hours from the requested time	During Business hours: ** For Regular Requests - Within 6 hours: 0% of QP - Above 6 hours within 10 hours:0.5% of QP - Above 10 hours: 0.75% of QP
			Non - business hours Within 8 hours or earlier from the start of the next business day	During Non - Business hours: - Within 8 hours : 0% of QP - Above 8 hours within 12 hours: 0.5% of QP - Above 12 hours: 0.75% of QP
2.	Minor	Content Updating – Others	To be mutually agreed	To be mutually agreed

3.25.4. SLA Review Process and Penalty

- a. Either the department or selected agency may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b. A meeting will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

- c. The department and the selected agency shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The selected agency will then communicate the resolution to all interested parties.
- d. In case the issue is still unresolved, the arbitration procedures described in the Terms &
- e. Conditions section will be applicable.
- f. The total deduction should not exceed 10% of the QP.
- g. Three consecutive quarterly deductions of more than 10% of the applicable fee on account of any reasons will be deemed to be an event of default and termination.
- h. The certifications would be obtained by the selected agency latest by end of third Quarter of the Operations phase failing which the subsequent QPs will be deferred till the certifications are obtained.

3.25.5. Term of the Contract Agreement

1. The term of this CA shall be for a period of 3 years extendable for further period of 2 years, depending on the satisfactory performance of the selected agency and sole discretion of MTDC, from the date of issuance of Letter of Acceptance/ Purchase Order. This includes the time required for managed cloud service provisioning, including co-location.
2. In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Selected agency, MTDC reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract from the date of operational acceptance.

3.25.6. Indicative Deliverables

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

3.25.7. Fees

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

3.25.8. Security and safety

1. The selected agency will comply with the directions issued from time to time by MTDC and the standards related to the security and safety in so far as it applies to the provision of the Services. Adherence to basic e-Governance Guidelines and Standards for data structure (if any) shall be adhered to.
2. Selected agency shall also comply with MTDC / Government of Maharashtra's / Government of India's information technology security and standard policies in force from time to time as applicable. MTDC shall share the relevant guidelines and standards to the selected agency upon signing of the CA.
3. Selected agency shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with Department's data, facilities or Confidential Information.
4. The selected agency shall upon reasonable request by MTDC or his / her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
5. Selected agency shall promptly report in writing to MTDC any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at MTDC.

3.25.9. Warranties

1. The selected agency warrants and represents to MTDC that:
 - a. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - b. This Agreement is executed by a duly authorized representative of the selected agency;
 - c. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
2. In the case of the SLAs, the selected agency warrants and represents to MTDC, that:
 - a. The selected agency has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - b. The SLAs shall be executed by a duly authorized representative of the selected agency;
 - c. The Services will be provided and rendered by appropriately qualified, trained
 - d. Selected agency has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
 - e. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
 - f. Selected agency will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
 - g. The selected agency shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire contract period the selected agency shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall

be paid separately for the warranty other than what are the costs quoted by the selected agency and as specified in the contract.

- h. If the selected agency uses in the course of the provision of the services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through 3rd party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.
3. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the selected agency is unable to meet the obligations pursuant to the Implementation of the IT Infrastructure Solution, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, MTDC will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the selected agency.
4. The 30 day notice period shall be considered as the 'Cure Period' to facilitate the selected agency to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the selected agency and the selected agency fails to rectify the breach within the 'Cure Period'.

Section: 4

General Conditions of Contract

3 General Conditions of Contract (GCC)

4.1. Governing Law

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

4.2. Settlement of Disputes

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

2. Dispute Resolution

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

4.3. Taxes and Duties

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

4.4. Performance Bank Guarantee

1. The Selected agency shall at his own expense deposit with MTDC within fifteen (15) days of the date of letter of acceptance or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank, payable on demand, for the due performance and fulfilment of the contract by the selected agency.
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 4% of the total quote value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the selected agency.
4. The performance Bank Guarantee shall be valid until the end of six months after the completion of the contract with selected agency. 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 selected agency 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 selected agency 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 selected agency's failure to complete its obligations under the Contract. MTDC shall notify the selected agency in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Selected agency is in default.

7. MTDC shall also be entitled to make recoveries from the selected agency's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

4.5. Confidential Information

1. MTDC and the selected agency 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 selected agency 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.

4.6. Software Rights

Selected agency hereby grants MTDC license to access and use the Website/software/services, including all inventions, designs, and developments.

Such license to access and use shall be:

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

4.7. Service Warranty

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

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

4.8. Change in Laws and Regulations

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

4.9. Force Majeure

1. The selected agency shall not be liable for termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this Clause, Force Majeure means an event or situation beyond the control of the selected agency that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected agency. 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 selected agency shall promptly notify MTDC in writing of such condition and the cause thereof. Unless otherwise directed by MTDC in writing, the selected agency shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.10. Change Orders and Contract Amendments

1. MTDC may at any time order the selected agency 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 selected agency'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 selected agency for adjustment under this Clause must be asserted within 30 days from the date of the selected agency's receipt of MTDC's change order.
3. Prices to be charged by the selected agency 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 selected agency for similar services.

4.11. Extensions of Time

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

4.12. Termination

4.12.1 Termination by Maharashtra Tourism Development Corporation

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 (10) of this GCC Clause 4.12.1. In such an occurrence, MTDC shall give a not less than 30 days' written notice of termination to the selected agency.
2. If the selected agency 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 selected agency becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If the selected agency, 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 selected agency is unable to perform a material portion of the Services for a period of not less than 60 days.
6. If the selected agency submits to the MTDC a false statement which has a material effect on the rights, obligations or interests of MTDC.
7. If the selected agency places itself in a position of conflict of interest¹ or fails to disclose promptly any conflict of interest to MTDC.
8. If the selected agency 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 selected agency to improve the quality of the services.

9. If the selected agency fails to comply with any final decision reached as a result of arbitration proceedings.
10. In the event MTDC terminates the Contract in whole or in part, pursuant to GCC Clause 4.12.1, MTDC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the selected agency shall be liable to MTDC for any additional costs for such similar services. However, the selected agency shall continue performance of the Contract to the extent not terminated.

4.12.2 Termination by Selected agency

The selected agency 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 4.12.2:

1. If MTDC fails to pay any money due to the Selected agency pursuant to this Contract and not subject to dispute pursuant to GCC Clause 4.2 hereof, within 30 days after receiving written notice from the selected agency that such payment is overdue.
2. If, as the result of Force Majeure, the selected agency 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 4.2 hereof.
4. If MTDC is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the selected agency may have subsequently approved in writing) following the receipt by MTDC of the Selected agency's notice specifying such breach.

4.13. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 4.12.1 or 4.12.2, the MTDC shall make the following payments to the Selected agency:

1. If the Contract is terminated pursuant to GCC Clause 4.12.1 (10) or 4.12.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
2. If the agreement is terminated pursuant of GCC Clause 4.12.1. (1) to (3), (4), (5), (6), (7), (8) and (9). The selected agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the MTDC may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the MTDC. Applicable under such circumstances, upon termination, the MTDC may also impose liquidated damages. The selected agency will be required to pay any such liquidated damages to MTDC within 30 days of termination date.

4.14. Assignment

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

4.15. Indemnity

Selected agency 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.

4.16. Publicity

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

4.17. Acceptance Criteria

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.18. Data Security

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

In this regard, the selected agency has to comply with the following:

i. Non-Disclosure Agreement

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

ii. Audit Trails

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

iii. Confinement of data

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

iv. Use of data storage devices

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

- Pen Drive
- Hard Disk
- CD/DVD

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- Internet dongles
- Camera/Camcorder
- Mobile phones having camera or storage facility

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

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

MTDC may also ask selected agency to take such permissions specifically for any project.

4.19. Risk Purchase Clause

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

4.20. Data Ownership

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

4.21. Intellectual Property Rights

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

1. In case of Bespoke development of the application: The selected agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Department and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the Department. Once transferred, the Department shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to program source codes, all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the selected agency solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.
2. In case of deployment of COTS products: Department shall own perpetual and unlimited user licenses and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all program source codes, processes, products, specifications, reports and other documents which have been newly created and developed by the selected agency solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the selected agency shall be property of the Department. The selected agency should create a

repository of such resources and provide access to Department. The selected agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Department and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Department

- Selected agency shall not only support Department with the proposed COTS during the contract period, but also, confirm that after the expiration / termination of the initial contract, continued support will be provided by the Selected agency to the Department, in case Department chooses to maintain / upgrade the COTS proposed, either directly or through third party agency(ies)
 - Continued support to the Department will be subject to the purchase of support by the Department post termination / expiry of contract
 - The customized source code with its full rights shall be handed over to the Department
3. If Department desires, the selected agency shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the selected agency, and which may be assigned by the Department to the selected agency for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract, shall be acquired in the name of the Department, prior to termination of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Department.
 4. The selected agency / selected agency's Team shall ensure that while it uses any software, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Selected agency shall keep the Department indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the selected agency or the selected agency's during the course of performance of the Services. In case of any infringement by the selected agency / or their Team, selected agency shall have sole control of the defense and all related settlement negotiations.
 5. The selected agency shall not use, share this information, any other data derived from this application, customized software etc. anywhere, without taking permission, in writing, from the department and department also reserves the right to grant or deny any such request. The software application will not be allowed to be misused by quoting same software at other places.

4.22. Change in Tax Rates

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

4.23. Exit Management

i. Exit Management Purpose

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

ii. Transfer of Assets

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

iii. Confidential Information, Security and Data

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

iv. Hand holding and knowledge transfer support

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

- All the required functional training and handover along with required Knowledge transfer and required documentation should be completed by the selected agency within 3 months timeframe prior to the completion of the contract.
- A formal handover report has to be submitted by the selected agency duly signed by the new agency.

v. Continuity of operations:

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

vi. Employees

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

vii. Rights of Access to Information

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

viii. Exit Management Plan

- Selected agency 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.
- A detailed program of the transfer process that could be used in conjunction with a Replacement Selected agency/SI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- Plans for the communication with such of the selected agency, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on website as a result of undertaking the transfer;
- Plans for provision of contingent support to website and Replacement selected agency/SI for a reasonable period (minimum one month) after transfer.

- i. Selected agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- ii. Each Exit Management Plan shall be presented by the Selected agency to and approved by MTDC or its nominated agencies.
- iii. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Selected agency complying with its obligations under this Schedule.
- iv. During the exit management period, the Selected agency shall use its best efforts to deliver the services.
- v. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

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

Section: 5

Guidelines for Eligibility Criteria

5. Guidelines for Eligibility Criteria

5.1. Check-list for the documents to be included in the Eligibility proposal

Sr No.	PQ Criteria	List of Documents	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Part of Pre-Qualification Bid	Bid Covering Letter		
2.		Scanned copy of EMD of Rs. 5,00,000 (Rupees Five Lakh Only) & Online payment of Document Fee receipt of Rs. 5,000 (Five Thousand Only)		
3.		Power of Attorney in favor of Authorized signatory as per the format prescribed in Annexure IV		
4.	PQ1	Valid documentary proof of Certificate of Incorporation/ Registration, GST registration number, and the details of income tax registration (PAN)		
5.	PQ2 & PQ 3	Copy of the audited Balance Sheet and Profit & Loss Statement of the company, certificate from the Chartered Accountant clearly stating the turnover and net worth as per the format prescribed in the RFP		
6.	PQ4	Work order and completion certificates from the clients along with the format prescribed in the RFP		
7.	PQ5	Signed Copy of Document/certificate issued by Google Test My Site or GtMetrix with the company seal		
8.	PQ6	Signed Copy of Document/certificate issued by Google Page Speed Insights with the company seal		
9.	PQ7	A self-certified letter stating about the availability of its own Booking engine and channel manager or a letter from a reputed entity to the bidder for collaboration for providing booking engine and channel manager services for the project		
10.	PQ8	Self-certified letter in the format prescribed in clause 5.5 of the RFP by the bidder that the bidder has not been debarred/blacklisted by any Government / Semi-Government organization		

5.2. Eligibility Cover Letter

(To be submitted on the letterhead of the bidder)

Place Mumbai

Date

To,

The Managing Director
Maharashtra Tourism Development Corporation,
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

Subject: Submission of proposal in response to the RFP for Selection of a solution provider for the implementation of a website and booking platform for the Maharashtra Tourism Development Corporation

Ref: RFP Notification number

Dear Sir,

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

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

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

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

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

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

Signature of Authorized Signatory (with official seal)

Selection of a solution provider for the implementation of a Website and Booking Platform for Maharashtra Tourism Development Corporation

Name:

Designation:

Address:

5.3. Format to share Financial Details

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

1. Annual Turnover of the bidder

Sr. No.	Years	Turnover Details in Rs.	Net worth Details in Rs.
A	2019 – 20		
B	2018 – 19		
C	2017 – 18		

Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years* FY 17-18, FY 18-19 and FY 19-20 shall submit as supporting evidence
(* Bidder may submit for FY 16-17 if FY 19-20 is not available)

5.4. Format to share Bidder's Firms Particulars

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

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

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

Sincerely,

Date:

(Signature)

Name:

In the capacity of

[Seal / Stamp of bidder]

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

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

Date:

To

The Managing Director
Maharashtra Tourism Development Corporation,
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

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

Ref: RFP Notification number

Dear Sir,

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

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

5.6. Format for Pre-Bid Queries

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

Note:

Bidders have to share the excel version of the queries along with the signed PDF copy. Bidders are also requested not to merge any of the cells in excel and maintain 1 row per query.

Section: 6

Guidelines for Technical Proposal

6. Guidelines for Technical Proposal

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

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

Date:

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 "Selection of a solution provider for the implementation of a website and booking platform for the Maharashtra Tourism Development Corporation"

Ref: RFP Notification number -

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for Selection of a solution provider for the implementation of a website and booking platform for the Maharashtra Tourism Development Corporation.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in "Selection of a solution provider for the implementation of a website and booking platform for the Maharashtra Tourism Development Corporation", 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 4% 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.

Selection of a solution provider for the implementation of a Website and Booking Platform for Maharashtra Tourism Development Corporation

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:

Signature:

(Company Seal) (Name)

6.2. Format to Project Citation

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

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

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

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

6.3. Project Implementation Methodology

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

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

Selection of a solution provider for the implementation of a Website and Booking Platform for Maharashtra Tourism Development Corporation

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

Note:

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

Section: 7

Guidelines for Financial Proposal

7. Guidelines for Financial Proposal

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

(To be submitted on the Letterhead of the bidder)

Date:

To

The Managing Director
Maharashtra Tourism Development Corporation,
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

Subject: Submission of proposal in response to the RFP for Selection of a solution provider for the implementation of a website and booking platform for Maharashtra Tourism Development Corporation

Ref:

Dear Sir,

We, the undersigned, offer to provide the services for "Selection of a solution provider for the implementation of a website and booking platform for Maharashtra Tourism Development Corporation" in accordance with your Request for Proposal dated **[Insert Date]** and our Pre-qualification. Our attached Financial Proposal for is for the sum of **[Insert amount(s) in words and figures]**. We are aware that any conditional financial offer will be outright rejected by MTDC. This amount is exclusive of Taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (120 days) from the date of submission of Bid.

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Date and Stamp of the signatory:

Name of Firm:

7.2. Financial Proposal Format & Instructions

Ref: RFP Notification number

7.2.1. Financial Proposal (Commercial Quote) of the Bidder

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

Table 1 – Application Development, Implementation Testing & Maintenance Cost

S.N.	Item Description	Cost (INR)
CAPEX (A)		
1	Total Cost of Design, development, Testing, Audit, training and Implementation cost for Website/Portal for MTDC including migration of extant content to new website	To be submitted online
2	Custom Booking platform (Booking engine and channel manager) & training (Including all licenses if needed)	To be submitted online
3	Cloud based Server for 3 years, management & Maintenance of server	To be submitted online
OPEX (B)		
4	Total cost of Operation and Maintenance of MTDC Website/Portal for a period of 3 years post Go-Live	To be submitted online
	Total Cost (in Figure) = A+B	To be submitted online
	Total Cost (in Words)	To be submitted online

Note:

- The L-1 for financial score shall be decided on the basis of Grand Total Cost (T) quoted in the Table 1
- Bidders shall quote amounts considering all taxes & duties except GST. GST will be paid as per prevailing GST rates.

7.2.2. Instructions:

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

Annexures

1 Annexure I - Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref:

Date: _____

Bank Guarantee No.: _____

To

The 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 "Selection of a solution provider for the implementation of a website and booking platform for the Maharashtra Tourism Development Corporation" 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 4% of the Total Bid 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 4% of the Total Bid Value 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 4% of the Bid 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

Selection of a solution provider for the implementation of a Website and Booking Platform for Maharashtra Tourism Development Corporation

obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

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

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

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

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

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

Dated this Day 2020.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

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

2 Annexure II - 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 Pvt. Ltd 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 a solution provider for the implementation of a website and booking platform for the Maharashtra Tourism Development Corporation";

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 advise those persons of their obligations hereunder with respect to such information;
 - iii. use the information only as needed for the purpose of bidding for the Project;
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - v. undertake to document the number of copies it makes
 - vi. on completion of the bidding process and in case unsuccessful, promptly return to the 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 - Power of Attorney

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

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

For _____
Name:
Designation:
Date:
Time:
Seal:
Business Address:

Accepted,

(Name, Title and Address of the Attorney)

Note:

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

4 Annexure IV - Declaration of Data Security

< to be signed along with the Agreement >

To

The Managing Director
Maharashtra Tourism Development Corporation,
Apeejay House, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020

Sub: Declaration of data security for Selection of a solution provider for the implementation of a website and booking platform for the Maharashtra Tourism Development Corporation

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

Bidders Representative and designation