



Request for Proposal

for

Selection of System Integrator for Development and Maintenance of Marathi

e-Market Portal for MFSCDC

Tender Notice No.: Filmcity/admin/06/2023-24 Date of Issue: 20/09/2023 Tender Fee: INR 11,800 (Inclusive of GST)

Issued by: Maharashtra Film, Stage & Cultural Development Corporation Ltd. Address- Dadasaheb Phalke Chitranagari, Goregoan East – 400065 Tel No – 9702270821 Website- https://www.filmcitymumbai.org/Filmcity/home Email: promfscdc@gmail.com



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1. Invitation for Proposal

1.1. Disclaimer

This Request for Proposal (RFP) for "Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC" is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MFSCDC Ltd.., nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed RFP or make any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MFSCDC Ltd. It does not purport to contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MFSCDC Ltd. Project, the regulatory regime which applies thereto and by and all matters pertinent to the MFSCDC Ltd. Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the MFSCDC Ltd. Project. MFSCDC Ltd. shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

MFSCDC Ltd. shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MFSCDC Ltd. in selecting the Bidder who qualifies through this RFP shall be final and MFSCDC Ltd. reserves the right to reject any or all the bids without assigning any reason thereof. MFSCDC Ltd. further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

MFSCDC Ltd. may terminate the RFP process at any time without assigning any reason and upon such termination MFSCDC Ltd. shall not be responsible for any direct or indirect loss or damage arising out of such a termination.



1.2. Abbreviations

Abbreviation	Description	
DSC	Digital Signature Certificate	
EMD	Earnest Money Deposit	
GCC	General Contract Conditions	
GoM	Government of Maharashtra	
ITB	Instructions to bidder	
LOA	Letter of Award	
MFSCDC Ltd.	Maharashtra Film, Stage & Cultural Development Corporation Ltd.	
NDA	Non-Disclosure Agreement	
BG	Bank Guarantee	
PDF	Portable Document Format	
RFP	Request for Proposal	
SD	Security Deposit	
SLA	Service Level Agreement	
ТЕС	Tender Evaluation Committee	
TCV	Total Contract Value	
PS	Performance Security	
SI	System Integrator	
SLA	Service Level Agreement	
ТЕС	Tender Evaluation Committee	
MAF	Manufacturer Authorization Form	
ULB	Urban Local Body	
DC	Data Centre	
СММІ	Capability Maturity Model Integration	



1.3. Key Terms & Definitions

Term	Definition		
Bid / Proposal	This means the documents in their entirety comprising of the Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MFSCDC Ltd .		
Bidder(s)/Agency	Business Organization/Firm who shall provide Development and Maintenance of Portal/Website		
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project.		
Authority/ Corporation	This means Maharashtra Film, Stage & Cultural Development Corporation Ltd. (MFSCDC Ltd).		
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).		
Contract Period	3 Years (which can be extended in mutual consent)		
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.		
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in MFSCDC Ltd, as defined in the RFP.		
EMD/ Bid Security This refers to the amount to be deposited by the Bidders to MFSCDC demonstrate commitment and intention to complete the process of sele Bidder for implementation in MFSCDC Ltd.			
End of Contract	This refers to the time when the Contract Period has ended.		
RFP/ Tender	This means the Request for Proposal released, containing the technical, functional, commercial and operational specification.		
Contract This shall mean the deed to contract, together with its original accompanime those latter incorporated in it by mutual consent.			
Selected Bidder/Successful Bidder/Shortlisted Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work.		



1.4. Tender Notice

TENDER NOTICE

Tender Reference No: Filmcity/admin/06/2023-24

Date: - 20.09.2023

MFSCDC Ltd., invites sealed tenders in two bid system (Technical bid and Financial bid) from reputed experienced professional organizations for "Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC". MFSCDC Ltd. intends to solicit technical and commercial bid from prospective Bidders. The prospective firms may download the tender document from website https://mahatenders.gov.in from 20.09.2023 17:00 PM. For complete details & formats of e-tender can also be obtained from website https://mahatenders.gov.in / www.filmcitymumbai.org .

Tender form fee payment of **INR 10,000 + GST (non-refundable)** by payment gateway online. No brokers/intermediaries shall be entertained. The MFSCDC Ltd. reserves the right to reject any/all applications without assigning any reasons whatsoever.

DISCLAIMER

- 1. Detailed timetable for the various activities to be performed in e-tendering process by the tenderer for quoting their offer is given in these tender documents under "TENDER SCHEDULE". Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity. Bidder is advised to check website <u>https://mahatenders.gov.in/</u> <u>www.filmcitymumbai.org</u> for updates in schedule.
- 2. Every effort being made to keep the website up to date and running smoothly 24 x 7 by the MFSCDC Ltd. and the service provider. However, MFSCDC Ltd. takes no responsibility, and will not liable for the website being temporarily unavailable due to any technical issue at any point of time.
- 3. In the event MFSCDC Ltd. will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
- 4. The tenderers must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance to avoid any inconvenience due to unforeseen technical problems, if any.
- 5. MFSCDC Ltd. will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
- 6. Bidder must get done all the e-tendering activities well in advance.



1.5. Tender Schedule

Sr. No	Particulars	Start Date	End Date
1	Tender Publish	20.09.2023 05:00 PM	12.10.2023 05:00 PM
2	RFP Document Download	20.09.2023 05:00 PM	12.10.2023 05:00 PM
3	Last date of submission of Pre- Bid Queries	28.09.2023 05:00 PM	
4	Pre-Bid Meeting	29.09.202	3 02:00 PM
5	Last date of Bid Submission	12.10.2023 05:00 PM	
6	Pre-Qualification Opening	16.10.2023 02:00 PM	
7	Technical qualification Opening	Will be informed later	
7	Commercial Bid Opening	Will be informed later	

Note:

- 1) Earnest Money Deposit: Rs. 1,00,000/- (Rupees One Lakhs only) through online payment gateway mode available on https://mahatenders.gov.in
- 2) All MSEs notified as per GFR 2017 clause no. 1.10.4 shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit.
- 3) All eligible/interested Bidders are required to be enrolled on portal <u>https://mahatenders.gov.in</u> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone number in case of any doubts/ information/difficulty regarding online enrolment or obtaining digital certificate 0120-4001 002 || 0120-4200 462 || 0120-4001 005 || 0120-6277 787
- 4) Bidders should submit tender related document online only.
- 5) Other instructions can be seen in the tender document. All rights to accept/reject any/all bids is reserved by MFSCDC Ltd. only.
- 6) The electronic tendering system for MFSCDC Ltd. will be available on separate sub-portal with URL <u>https://mahatenders.gov.in</u> as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <u>https://mahatenders.gov.in</u>



1.6. Invitation for Bids

- 1) MFSCDC Ltd. hereby invites proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document RFP for the "Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC" as detailed in Section 2.22 of this RFP document.
- 2) The complete bidding document shall be published on <u>https://mahatenders.gov.in</u> 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 which is available on <u>https://mahatenders.gov.in</u>.
- 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 Master System Integrator (MSI) such as 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 "Bidders Manual Kit" available on <u>https://mahatenders.gov.in</u> for further details about the e-tendering process.
- 5) Bidders are advised to study this bidding document carefully before submitting their proposals in response to this 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.

S No	Items	Description	
1.	Tender Reference No.	Filmcity/admin/06/2023-24	
2.	Name of the Project	Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC	
3.	RFP Document Download Start / End Date & Time	Start Date: 20.09.2023 05:00 PM End Date: 12.10.2023 05:00 PM Please visit the below mentioned e-Tendering website https://mahatenders.gov.in	
4.	Last date to send in requests for clarifications	https://mahatenders.gov.in 28.09.2023 05:00 PM All the queries should be received on or before through email only with subject line as follows: "Pre-Bid queries - <agency's name="">". The queries should be submitted as per the format in Excel prescribed in <u>Annexure A</u> The Pre-Bid queries to be sent to the Email Id : promfscdcl@gmail.com</agency's>	

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



S No	Items	Description	
5.	Pre-Bid Meeting Address	29.09.2023 02:00 PM Officer: Chief Administrative officer (MFSCDC Ltd.) Email Id: promfscdcl@gmail.com Mobile no: 9702270821 Address: Dadasaheb Phalke Chitranagari, Goregoan East – 400065	
6.	Tender Fee to be paid via Online Payment Gateway mode only.	INR 10,000/- + GST (INR 11,800/-) via Online payment mode only	
7.	Date Time and Place of opening of Pre-Qualification Proposals	16.10.2023 02:00 PM	
8.	Date Time and Place of opening of Technical Proposals	Will be informed later	
9.	Date Time and Place of opening of Financial / Commercial Proposals	Will be intimated later to the technically qualified bidders	
10.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only.	Earnest Money Deposit will be INR 1,00,000/- (Rupees One Lakh only) will be paid through Online e-Tendering Payment Gateway mode.	
11.	Security Deposit	 5% of Total Contract Value (TCV) of for the contract period in form of Bank Guarantee from Nationalized or Schedule commercial bank payable in Mumbai. The security deposit shall be valid for a period of 06 months beyond contract period. It should be submitted within 5 (five) working days from the receipt of Letter of Intent towards award of the contract for due and proper fulfilment of bid document conditions. (Format is enclosed at Annexure C) 	
12.	Last date for signing contract	As intimated in work order of MFSCDC Ltd.	
13.	Bid Validity Period	180 days from the date of opening of commercial bid.	
14.	Contract Period	3 Years (which can be extended to 1 year in mutual consent)	
	Contact Person Officer: Chief Administrative Officer (MFSCDC Ltd.) Email Id: <u>promfscdcl@gmail.com</u> Mobile no: 9702270821 Address: Dadasaheb Phalke Chitranagari, Goregoan East – 400065 Website: <u>https://www.filmcell.maharashtra.gov.in/</u>		

Note: Prospective Bidders may visit MFSCDC Ltd. Administrative Office for any further information / clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.



2. Instructions to Bidders

2.1. Introduction of MFSCDC Ltd.

MFSCDC Ltd. was Conceptualized in 1977, one of India's leading-edge film studio complexes, with blockbusters and super-mega-blockbuster films in its dossier, Film City spans over 520 acres of scenic delight.

From small-scale production activities to larger-than-life cinematic wonders, to hosting international award ceremonies, Film City makes for a resourceful proprietor.

Located in the lush-green heart of Mumbai, easy-access, we offer an exclusive combination - no matter the scale of your production well-organized support staff, and pretty much everything to make movie-making seamless. It has natural sites such as mountains, lakes, in addition to 15 studios & more than 50 outdoor locations and new locations within its boundaries.

Particulars	Numbers (approx)
Acre in Mumbai Space for Shooting	500
Highend Studios	16
LOT Space	100
Ready To Use Sets	40
Per Day Shooting Capacity	55
Clients	25750

MFSCDC Ltd. organization setup is as under:

For over 40 years, the iconic Mumbai Filmcity is a home to over 2000+ feature films, 6000+ television series, and countless commercials. Our beloved production lot was 'revived' with the vision of celebrating its iconic history while modernizing its soundstages and production facilities for the future.

2.2. Purpose

MFSCDC Ltd. hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the "Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC" This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in Section 3 of this RFP document.

2.3. Consortium, Sub-Contracting or Joint Ventures

- 1. The Bidder for participation in the Selection Process, is for a single entity only.
- 2. No Consortium or Joint ventures or Sub-contracting will be allowed.

2.4. Completeness of Response

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

2.5. Proposal Preparation Costs

- 1. The bidder shall submit the bid at its cost and MFSCDC Ltd. 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 MFSCDC Ltd. and MFSCDC Ltd. 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 MFSCDC Ltd. and no copyright/patent etc. shall be entertained by MFSCDC Ltd.

2.6. 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 e-Tendering Portal on regular basis to check for necessary updates. The MFSCDC Ltd. also reserves the right to amend the dates mentioned in this RFP.

2.7. Supplementary Information to the RFP

If MFSCDC Ltd. 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.

2.8. MFSCDC LTD.'s right to terminate the process

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

2.9. Earnest Money Deposit (EMD)

- 1. Bidders shall submit Earnest Money Deposit of be **INR 1,00,000/- (Rupees One Lakh only)**. This deposit amount should be paid through Online Payment Gateway mode only.
- 2. All MSEs notified as per GFR 2017 clause no. 1.10.4 shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit.
- 3. The tender without payment of Earnest Money Deposit will be rejected. There shall be no exemption in payment of EMD.
- 4. No interest shall be paid on Earnest Money Deposit.
- 5. The Earnest Money will be forfeited:
 - a. If the bid is withdrawn by the tenderer(s) before the opening of the tender or
 - b. If the successful tenderer(s), fails to pay performance security or to execute agreement within the stipulated time.
- 6. The Earnest Money Deposit of the unsuccessful tenders(s) will be refunded as soon as possible after the successful bidder is declared.
- 7. The Earnest Money Deposit of the successful tender(s) will be refunded upon submission of performance security
- 8. If any time, it is discovered that Tenderer has submitted more than one tender under different name, all such tender (s) will be rejected / agreement cancelled / Earnest Money Deposit or Security Deposit will be forfeited. The tenderer would also be blacklisted and debarred from participating in future tenders.



2.10. Authentication of 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.

2.11. Language of Bids

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

2.12. Bid Submission Format

The entire bid/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.

2.13. Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in 2 (Two) envelope system. Submission of bids shall be in accordance to the instructions given in the following table:

Particulars	Instructions
Envelope A: Tender Fee, EMD, Pre- Qualification and Technical Proposal	Scanned copy of Receipt of the e-Tender Fees and Earnest Money Deposit (EMD) The Pre-qualification & Technical documents shall be prepared in accordance with the requirements specified in this e-Tender and the formats are prescribed in this e-Tender. Bidders shall submit accurately filled Checklist for Pre- qualification and Technical qualification documents as per format mentioned in this e-Tender Each page of the Pre-qualification and Technical qualification Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Pre- qualification Proposal should be submitted through online bid submission process only.
Envelope B: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this e-Tender 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.

2. The following points shall be kept in mind for submission of bids;

a. MFSCDC Ltd. 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.



- b. 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.
- c. MFSCDC Ltd. may seek clarifications from the Bidder on the Pre-qualification and Technical proposal. Any of the clarifications by the Bidder on the Pre-qualification and Technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the Pre-qualification as well as Technical proposal and should incorporate all the clarifications provided by the Bidder on the Pre-qualification as well as Technical proposal during the evaluation of the same.
- d. Financial Proposal shall not contain any technical information.
- e. If any Bidder does not qualify the technical criteria stated in Section 2.21 of this RFP, the commercial proposals of the Bidder shall not be opened in the e-Tendering system.
- f. All documents submitted by the Bidder for technical criteria should be signed and attested by one single authorized personnel from the respective company
- g. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MFSCDC Ltd. reserves the right to reject the proposal.
- h. Any proposal sent by fax/post/courier or any other medium except e-Tendering system shall be rejected.

2.14. Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 180 days from the date of opening of subsequent bid.

2.15. 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/bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal/bid during the validity period.

2.16. Non-conforming Proposals

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

- 1. If it does not comply with the requirements of this RFP
- 2. If the Proposal does not follow the format requested in this RFP or does not appear to address the requirements of the MFSCDC Ltd.

2.17. 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.

2.18. Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the



specified date, time and address.

- 2. MFSCDC Ltd. reserves all the rights to postpone or cancel a scheduled bid opening.
- 3. Bid opening shall be conducted in three stages.
- 4. In the first stage, tender fees, EMD and pre-qualification of those Bidders, whose Tender fees and EMD are as per the tender, shall be opened shall be opened and evaluated.
- 5. In the second stage, technical proposals of those Bidders, who qualifies pre-qualification, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- 6. In the third stage, Financial Proposal of those Bidders, whose all pre-proposals (Pre-qualification and technical qualification) qualify, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address
- 7. The Bidder's 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 MFSCDC Ltd., the bids shall be opened at the same time and location on the next working day. In addition to that, if their representative of the Bidder remains absent, MFSCDC Ltd. will continue process and open the bids of the all bidders.
- 8. 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. MFSCDC Ltd. has the right to reject the bid after due diligence is done.

2.19. Evaluation Process

- 1. MFSCDC Ltd. shall form a Technical Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.
- 2. TEC shall review all Qualification proposals of the bidders to determine whether the proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
- 3. The financial proposals of the qualified Bidders (whose all-technical qualifications criteria are qualified) shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
- 4. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
- 5. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.



2.20. Pre-Qualification Criteria

PQ	Pre -qualification Criteria	Documents
PQ1- Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932. A Micro, Small & Medium Enterprises (MSEs) registered with (a) District Industries Centers; or (b) Khadi and Village Industries Commission; or (c) Khadi and Village Industries Board; (d) Coir Board; or (e) National Small Industries Corporation; or (f) Directorate of Handicraft and Handloom; or (g) Udyam Registration issued by Ministry of MSE; or (h) Any other body specified by the Ministry of MSME. and vendors registered with NSIC under a single point vendor registration scheme in India since last 3 years as on the date of bid submission.	 Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. Copy of the list of properly constituted management or governing body of the Organization Memorandum of Association (MOA) and Articles of Association (MOA) Copy of Partnership deed and Copy of Registers of Firm Certificate or Copy of Certificate of LLP registration MSME/NSIC/SSI/DIC equivalent certificates, List of machinery, production capacity and other related documents of the manufacturer Copy of GST Registration of the Bidder.
PQ2 - Turnover	The Bidder shall have minimum average annual turnover of Rs. 3 Cr. in last 3 financial years (FY 20-21, FY 21-22, FY 22-23).	 Certificate from the Statutory Auditor / Chartered Accountant clearly stating the Turnover (Annexure F) Bidder has to submit copies of audited Balance Sheets for last 3 Years (i.e. 2019-20, 2020-21 and 2021-22).
PQ3 - Net Worth	The Bidder should have positive net worth for each of 3 financial years (FY 20-21, FY 21-22, FY 22-23).	• Certificate from the Statutory Auditor / Chartered Accountant clearly stating the positive net worth. (Annexure F)
PQ4- Capability 1	The Bidder should have experience of development, implementation, maintenance, and hosting of a dynamic website/portal for any Central/State Govt. /PSU/Private organisation on the date of bid submission as per below 1 Project of similar nature having value not less than INR 36 lakhs or 2 Projects of similar nature having value not less than	• Copy of Work order / LoA / Contract Agreement + Completion Certificates from the client on its letterhead.



PQ	Pre -qualification Criteria	Documents
	INR 27 Lakhs each or 3 Projects of similar nature having value not less than INR 23 lakhs each.	
PQ5- Capability 2	The bidder must have at least 2 Projects for providing similar type of services to Central/State Public Sector Undertakings/Public Sector Banks or autonomous government organizations/Private organization for at least (3) three years (FY 20-21, FY 21-22, FY 22-23) as on the date of bid submission.	Copy of work order/Agreement along with completion/ continuity certificate from the client. (Details to be as per format mentioned in Section 5.3 Project Citation for each project.)
	Similar Services: Projects which involves Development and Maintenance of Website/Portal/Web based Application.	
PQ 6 - Manpower	The bidder should have 15 IT employees with either permanent PF account or professional tax account on bidder's payroll and should have relevant experience in website/portal development and maintenance, as on date of bid submission.	Certificate from Bidder's HR authorized representative(s) on original letter head of bidders' organizations.
PQ 7 - Certification	The bidder must possess a valid certification from ISO 9001 or ISO 27000 and CMMI level III and above as on the date of bid submission.	• Relevant copy of valid Certificate as on date of the submission of bid.
PQ 8- Blacklisting/ Debarment	The Bidder should not be blacklisted for unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct by any Central/State Public Sector Undertakings/Semi-Govt. undertaking/ Corporation/ ULBs/ Public Sector Banks or autonomous government organizations as on date of bid submission.	• A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure

2.21. Technical Qualification Criteria

TQ	Technical Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted
TQ 1	Company Profile		30	
A	The Bidder shall have minimum average annual turnover of Rs. 3 Cr. in last 3 financial years (FY 20-21, FY 21-22, FY 22-23).	Avg. Turnover (Cr.) 1. >=03 Cr and < 05 Cr: 10 marks 2. >=05 Cr and <07 Cr: 15 marks 3. >=07 Cr: 20 marks	20	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure
В	The bidder should have 15 IT employees with either permanent PF account or professional tax account on bidder's payroll and should have relevant	1. >=15 and < 25: 05 marks	10	Work Orders / Purchase Orders /Agreement + Completion/Ongoing Certificate in similar services in any organization, Central/State Govt. /



TQ	Technical Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted
	experience in website/portal development and maintenance, as on date of bid submission.	marks 3. >=50: 10 marks		PSU / private organization.
TQ 2	Relevant Experience of the Bidder		55	
A	The bidder must have at least 2 Projects for providing similar type of services to Central/State Public Sector Undertakings/Public Sector Banks or autonomous government organizations/Private organization for at least (3) three years (FY 20-21, FY 21- 22, FY 22-23) as on the date of bid submission.	No. of Projects 1. >=2 and < 4 Projects: 07 marks 2. >=4 and < 6 Projects: 10 marks 3. >=6 Projects: 15 marks	15	Copy of work order/Agreement along with completion/ continuity certificate from the client.
	Similar Services: Projects which involves Development and Maintenance of Website/Portal/Web based Application			
В	The Bidder should have experience of development, implementation, maintenance, and hosting of a dynamic website/portal for any Central/State Govt. /PSU/ Private organization on the date of bid submission as per below	 Three (03) projects of minimum value of INR 24 Lakhs each or more: 10 marks Two (02) projects of minimum value of INR 27 Lakhs each or more: 15 marks One (1) project of minimum value of Rs. INR 37 Lakhs: 20 marks 	20	Copy of work order/Agreement along with completion/ continuity certificate from the client. Completed Section 6.3 Project Citation for each project
С	The bidder must possess a valid certification from ISO 9001 or ISO 27000 and CMMI level III and above as on the date of bid submission.	 1 Certification: 10 marks 2 Certifications: 15 marks 3 Certifications: 20 marks 	20	Self-attached copy of valid certificates
TQ 3	Product Fitment and Approach & Methodology (15 Marks)			
D	Approach Methodology, Solution, O&M Plan, Security, Training and Handholding plan, Product Fitment. Essential features a) Cross browser and OS functionality b) Open-Source Enterprise Database	Approach and Implementation Methodology, and Product fitment plan and document	05	Self-declaration from the bidder and necessary proof to showcase the same. (Approach and Methodology document to be submitted in Technical Qualification envelope)



TQ	Technical Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted
	c) Multilingual User Interface Bidders shall be called for demonstration of their solutions targeted to MFSCDC's requirement. Evaluation shall be based on solution features, robustness and suitability to the scope mentioned in the RFP			
Е	Bidders shall be called for demonstration of their solutions targeted to MFSCDC's requirement.Evaluation shall be based on solution features, robustness and suitability to the scope mentioned in the RFP		10	Bidder will be called to give a presentation & Demonstration on approach and methodology to Tender Evaluation Committee for which the Bidders will be notified via email or any other means of communication
	Total Marks		100	

Bidders who meets the pre-qualification criteria shall be called for technical presentation (maximum duration of one hour) with respect to above technical evaluation criteria during Technical Bid Evaluation. Date, Time and Venue for the Technical Presentation will be informed later to qualified bidders. MFSCDC reserves the right to visit bidder's customer or take consent on work done, where such a similar project implementation has taken place.

2.22. Evaluation of Proposal

- 1. Prior to evaluation of Eligibility and Qualification Submissions/ Technical Bid, the Bid Evaluation Committee shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - The Pre- Qualification, Technical and Financial Bids are submitted online properly.
 - Technical Bid is accompanied with RFP Fee and EMD amount as specified in RFP.
 - The Bid is received by Bid Due Date including any extension thereof pursuant hereto;
 - It contains all the information (completed in all aspects as requested in this RFP and/or Bid documents (in formats same as those specified in the RFP)
 - It does not contain any conditionality; and
 - It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2. The Bid Evaluation Committee reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 3. Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out who's Bids determined to be responsive.
- 4. Any clarification if sought, shall be only in case of documents which pre-existed at the time of bid submission, and which have not undergone change since then. These should be called only on basis of



the recommendations of the bid evaluation committee. The clarification documents to be submitted within 3 working days by the bidder as directed by authority.

5. Any discrepancy noticed by bidder in respective other bidder must be communicated within 7 days from the date of opening of Technical Bid. If not notified by bidder about discrepancies related to other bidder within 7 days from the date of opening of Technical Bid any notification by the bidder will not be considered.

2.23. Evaluation of Technical Proposals

- 1. Bidders, who qualify the pre-qualification criteria, shall be considered for Technical Qualification criteria evaluation.
- 2. Bidder shall be evaluated as per Technical Qualification criteria mentioned at Section 2.21.
- 3. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 marks. (Refer Section 2.21).
- 4. The bidders shall be required to obtain at least 70% marks in the Technical criteria as per clause 2.23
- 5. The bid with technical score less than 70 shall be rejected.
- 6. 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.
- 7. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- 8. MFSCDC Ltd. 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 considered during the technical evaluation process.

2.24. Commercial Evaluation

- 1. Bidders who have scored minimum 70 marks in Technical Evaluation will be considered for Financial Bid Evaluation.
- 2. The bidders will be ranked based on their bids for providing least quotations as per Financial Format. Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) shall be considered eligible for award of contract. The financial format should be submitted as per Section 7.3
- 3. In the event of two or more Bidders quoting exactly the same value, then MFSCDC LTD. reserves the right to:
 - Declare the bidder whose technical score is highest, among the bidders who have secured the same composite score as preferred bidder
- 4. MFSCDC LTD. reserves the right to confirm the preferred bidder as successful bidder subject to negotiations and approval of competent authority.

2.25. Award of Contract

2.25.1. Award Criteria

1. The bidder quoting the least quotation commercials stands L1 and would be considered for the award of contract.



2. If L1 bidder shows his incapability to go forward with the bid/project, then MFSCDC Ltd. reserves the right to further negotiate the quotations by the next responsive bidder as per the commercials submitted.

2.25.2. MFSCDC LTD.'s Right to accept any Bid and to reject any or all Bids

MFSCDC Ltd. 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 MFSCDC Ltd.'s action.

2.25.3. Letter of Intent

MFSCDC Ltd. will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. MFSCDC Ltd. will promptly notify each unsuccessful bidder.

2.25.4. Letter of Acceptance

The Successful Bidder shall, within 5 (Five) working days of the receipt of the LOI, sign and return the LOA in acknowledgement thereof. In the event of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the MFSCDC Ltd. may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered. With LoA , a security deposit (which is 5% of the TCV) to be submitted as per LoI by the successful Bidder within the stipulated time mentioned in LoI, failing to do so MFSCDC Ltd. may take necessary actions.

2.25.5. Issuance of Work Order

Post submission of security deposit by the successful Bidder, MFSCDC Ltd. shall issue Work Order which will constitute the formation of contract.

2.25.6. Signing of Contract

- The Successful Bidder shall enter into contract agreement with MFSCDC LTD. within the time frame mentioned in the work order to be issued to the Successful Bidder by MFSCDC LTD.
- If the signing of contract is not completed within the stipulated time period as mentioned in Work Order, then the offer made to the selected bidder shall stand annulled.
- Any expenses related to registration of Agreement shall be Borne by Successful Bidder(s).

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

Failure of the Successful Bidder to agree with the Terms & Conditions of RFP, LOI, Work order & Agreement shall constitute sufficient grounds for the annulment of the award, in such a case, MFSCDC Ltd. will forfeit the security deposit of the Successful bidder.

2.26. Contract Period

The period of contract will be of 3 Years (which can be extended to 1 year in mutual consent)

2.27. Security Deposit

The successful bidder has to deposit/submit a security deposit equal to 5 % of Total Contract Value (TCV) as Bank Guarantee from commercial/nationalized bank only. The security deposit shall be valid for 6 months post contract period. It should be submitted as notified in the letter towards award of the



contract for due and proper fulfilment of bid document conditions.

- 2. The security deposit should be submitted within the period specified above, failing which MFSCDC Ltd. may cancel the offer made to the bidder.
- 3. In case of extension in contract period the Successful Bidder shall furnish new Security Deposited, which shall have validity 6 months beyond the extension period, failing which the extension may be terminated.
- 4. The security deposit will be forfeited if successful bidder has not fulfilled the terms and conditions as per bid document.
- 5. MFSCDC Ltd. shall also be entitled to make any recoveries due from the bidder from security deposit submitted against this bid document.
- 6. No interest will be payable by the MFSCDC Ltd. on the amount of the security deposit.

2.28. Bid Prices

The bidder must quote for "Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC", in the format given for financial bid. Validity of Bid shall be of 180 days from the date of opening of subsequent bids.

2.29. Bid Currency

The rates quoted shall be in Indian Rupees only.

2.30. Signature

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the bid, including the tender/bid document. All obligations committed by such signatories must be fulfilled.

2.31. Correction of errors

The Bidder is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document should be initialed by person signing the Bid form.

2.32. Corrections to Arithmetic errors

In case of discrepancy between the amount mentioned in figures and in words, the amount whichever is less shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

2.33. Site Visit

The bidders may visit the site and obtain additional information at their own cost and responsibility. However, a prior appointment needs to be fixed by the bidder for the same.

2.34. Disqualification

The Bid from the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.



- 2. The bidder qualifies the bid with his own conditions.
- 3. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
- 4. Bid is received in incomplete form.
- 5. Bid is received after due date and time.
- 6. Bid is not accompanied by all requisite supporting documents.
- 7. Information submitted in Technical Qualification Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- 8. The successful bidder fails to enter into a contract, as fixed by MFSCDC LTD.
- 9. Non-fulfilling of any condition/term by bidder.

3. Scope of Work

MFSCDCL envisions a web-based portal, which would serve as an e-market place for Marathi film industry. The portal would cater to various stakeholders of the Marathi film industry including, story writers/screenwriters/dialogue writers, etc. who may use the portal for sharing or uploading of their creative content (in form of stories and scripts, dialogues, etc.) online, which can be further accessed by other stakeholders of film industry including producers, directors, financiers, distributors among others.

This portal shall for all sort of writers (screenplay/dialogue/story) and shall be for all mediums (serials/web series/movies etc.) for Marathi content.

The objective of the portal is to serve as an eMarket place for all sort of writers (screenplay/dialogue/story) for all mediums (serials/web series/movies etc.) for Marathi content, who would get a platform to showcase and reach out to prospective producers, directors, financiers, etc.

The web portal would especially help new generation screenwriters, directors, who might not have access to traditional network or sources of financing. It will enable them to collaborate, and garner required support online quickly and complete their projects successfully. The web portal to be developed should be interactive, which should allow the users to message, express interests and resolve queries in between them.

In addition to the catalogue of creative content uploaded by users, there should be an FAQs section which would address the common myths and queries faced by the users of the portal. The web portal should also have links to other related useful websites or portals including Film city website, single window system portal, and other useful film related online resources.

In order to avoid frauds and infringement of copy rights the web portal should restrict viewing of contents to only registered users, while maintaining a record of the users viewing the content with an option to notify the owner of the content.

It is to be noted that IP rights will belong to MFSCDCL from day one of the web portal deployment. The source code of the portal is to be handed over to MFSCDCL within 3 years of beginning the work on the web portal.

The deliverables expected are:

- Requirement Gathering
- SRS/FRS document
- Web portal with Robust Search Feature and Dashboard for all intended users
 - Finalisation of No. of administrative users and assign specific roles to each user defined to provide access accordingly to the portal
 - Defining categories in the system for different facility types
- Source code and IP rights (Shall be owned by MFSCDCL)

MFSCDCL, seeks the services of a qualified bidder for developing a web-based portal, the bidder would provide end to end managed services for development and maintenance of this web portal and other components as described in sections below. The entire project is broadly comprised of the following 5 parts as given

1 Design and Development



- 2 Providing Licenses, Security Certificate etc.
- 3 Security Audit, Testing and Go-Live
- 4 Hosting, Operations and Maintenance including all Licenses required for a period of 3 years
- 5 Onsite dedicated resource support for a period of 3 years

3.1. Overview of scope of work

Sr. No.	Broad Scope of work	Deliverables
1	Design and Development of Standard Portal with Advanced features	Requirement study and documents like SRS, FRS, layouts and diagrams, Go-Live etc.
2	Providing Licenses, Security Certificate etc.	Procurement of licenses
3	Conducting Security Audit, UAT and Go-Live of web-Portal	Security Audit Certificate, Training manuals, Testing Plans, Test Cases
4	Managed Hosting Services: Hosting (on Cloud), Operations and Maintenance for a period of 3 years which includes development cost, software cost etc.	
5	Deployment of Onsite Dedicated Manpower for Support and Content Management for the period of 3 years post successful Go-Live	

The detailed scope of work is mentioned in sections below:

3.2. Requirement study and preparation of SRS document

The functionality requirement mentioned below is the representation of the overall requirement at MFSCDCL. Successful Bidder may visit MFSCDCL officials (On prior approval of respective MFSCDCL officials) and understand these requirements in detail.

Successful bidder shall prepare System Requirement Specification (SRS) document to freeze the exact scope for the project. The successful bidder shall seek approval from MFSCDCL officials for SRS created by them. Once SRS has been approved, successful bidder shall commence implementation. The SRS approved will form the baseline for all subsequent phases of web portal development and deployment from a portal requirements perspective (e.g. for testing, identifying "change" to requirements etc.)

It is proposed by MFSCDCL that design and development stage should be divided into 2 phases.

A. Features/Modules: Phase 1

Standard Features which include but not limited to Sections like Homepage, About Us, Gallery, news, notices, etc. and basic functionalities like catalogue of Marathi film related content, feedback forms and forums, mail/SMS/Payment gateway integration for feedback form.

B. Features/Modules: Phase 2

Advanced Features which include but not limited to Integration with services like tutorials, robust search function, grievance redressal system, and other related applications which would be mutually decided during the SRS phase.

3.3. Scope of work for Development of new web portal at MFSCDCL

The portal shall be developed using state-of-the-art technology, to deliver content rich, customizable, themeable, high-performance secure web portal. It includes, but is not limited to, the following design considerations:

- 1. Use of Web Application Framework, Web Content Management System or Application Server Software, backed by a database, to deliver the site contents.
- 2. Use of themes to quickly and effortlessly change the presentation layer of the site without impacting the content or the structure of the site without IT Intervention
- 3. Provides rich user interface by use of latest technology tools/Applications.
- 4. Creation of rich artwork and photo/video processing to augment the content and overall branding
- 5. Should have the ability to showcase web portal in Marathi & English (bi-lingual) with regional & localization and Unicode support.
- 6. Provides an easy to use administration interface to update the content with at least 2 defined users. Should preferably provide users with content updating rights.
- 7. Use of Search Engine Optimization (SEO) friendly clean permalink structure and SEO Best Practices for web portal design, structure and content.
- 8. Provides accurate and fast Search through the web portal pages and data uploaded without having to tag metadata manually. Should provide search filters for search results generated.
- 9. The web portal should provide access for registered users as well as external users allowing registered users different rights than external users. The Fees for registration will be decided at SRS/FRS stage with MFSCDCL.
- 10. In order to facilitate online payment, the system will be integrated with payment gateway to accept payments through various modes such as credit cards, debit cards, Unified Payment Interface (UPI) and net banking.
- 11. The web portal shall allow choice of themes, skins, pages and page layout.
- 12. The web portal may allow choice of regular/lite version and light and dark modes.
- 13. The bidder shall pre-configure the portlets/ Widgets/ webparts/ apps like Film city website, Single window system portal, booking website, and social media handles of film city to integrate with the back-end systems.
- 14. The web portal should be capable of presenting personalized content based on individual user's profile or role.

- 15. Role Based Access (Admin, Creative content creators (including story/screen/dialogue writers, etc.), and other users including Producers, financiers, and other general users (can be anyone from Film Industry).
- 16. Should support and have valid SSL certificate.
- 17. The new web portal shall be a cross platform with any one of the following Web Application Frameworks / Web Content Management Systems / Application Server Software (at the latest stable version) such as: PHP: Drupal, Joomla; Java: Tomcat, JBoss; Microsoft SharePoint; LifeRay; WebSphere or any other framework.
- 18. The bidder shall be responsible for procurement, deployment, commissioning, operations and maintenance for above mentioned Web Application Framework / Web Content Management System / Application Server software (PHP/ Drupal/ Joomla/ Tomcat/ JBoss/ SharePoint/ WebSphere etc.), at its own cost for all server and end user licenses throughout the entire project period.
- 19. The solution provider shall carry out the web portal development work on turnkey basis, i.e., procure, deploy, commission and support etc. the entire software stack required for the Portal at its own cost, including its comprehensive operations & maintenance (bug fixes, updates etc.) during the entire project period.
- 20. The Bidder shall maintain and support the web portal for the period of 3 years after successful post go-live. The period of operation and maintenance may be extended based on mutual consent upto 2 years.
- 21. Resolution of error / bugs (if any), updates and changes in Software that may be necessary due to legal / statutory changes etc. Provide all software updates and patches.

3.4. Content management

The web portal would have following types of contents:

- I. Primary Content: Primary content shall be original content that is sought by General users of the web portal. This will include information about the MFSCDCL/Film city, various schemes & subsidies available for Marathi cinema, History and accolades of Marathi cinema industry, however not limited to these only. The section will include:
 - About Us
 - Schemes and subsidies (if any)
 - History and accolades
 - Profiles of eminent personalities (if any)
 - Photos & Video Gallery with embedded Photo viewer and Video Player (as per requirement)
 - News and Press Releases
 - Contact details
 - Message from the Leadership



- II. Secondary Content: Secondary content is generated from the assortment, packaging of primary content to suit the requirement of different audience, events and occasions examples of such content are advertisements/banners/spotlight/media gallery/related sites.
 - Search catalogues (as per genre/category, name of screenwriter, etc.)
 - Tutorial videos
 - Events and Announcement
 - Discussion forums
 - Usage Policy
 - Related links
 - Community Spotlight/Highlight
 - Timeline Feature- To showcase Anniversaries / Milestones / Years of operations
 - Advertisements
- III. Tertiary content: Information about the 'primary' and 'secondary' content forms a part of the tertiary content. This includes:
 - About the site
 - Navigation aids sections such as online help, Site map, Search
 - Terms and Conditions with respect to usage of content on the site
 - FAQs
 - User Feedback
 - Other important/useful links
 - Help
 - Bookmarked Content
 - Email This Page
 - Social media tab
- IV. Online Forms/ Modules: Online forms application will have following functionalities
 - Front end on the web portal with forms including field level validation along with the provision of uploading the attachments to the application, if any. The forms should be preferably zero code and made from standardized applications like Adobe forms, Microsoft InfoPath or equivalent. (The form should have option of copying or uploading the script in the given field).
 - Login for all the applicants with the facility to see all the applications/submissions made and tracking their status.
 - Providing automatic acknowledgement with automated date and time stamping.
 - Acknowledgement and status update to be sent on email.
 - Detail description (pictorial as well as document) of workflow along with the prerequisites. Making the status of projects available on web portal with a provision of updating of status through backend utility provided to concerned officials.
 - The list of online services to be implemented is given below. The list is not exhaustive and other services may be added after discussion with the Agency/System Integrator during the SRS stage.
 - Creation of Login and its Management
 - o Grievances Redressal Module
 - Forms to be downloaded
 - Notices and Circulares
 - Accountability Centre
 - o Help



o Picture/Videos gallery (Optional)

3.5. Workflow Management

The workflow management with administrative controls for Online Forms, hierarchical login, compatibility of data transfer and future integration with applications must be mapped and implement the same when required.

3.6. Discussion Forum

Provision of discussion forum shall be made available where stakeholders of Marathi film industry can initiate a discussion on any topic related to film industry for taking opinion and viewpoints of other users. There should be a provision of moderation of discussion forum and publishing an action taken report if so desired by MFSCDCL.

3.7. Grievances Redressal / Complaint Management

- Grievance System / Logger
- Should have options for registering complaints Grievances online.
- System shall provide drop down menu
 - For selecting category of complaint
 - Various possible nature of complaints under each category
- Should give the stakeholder, the complaint number upon registering the complaint.
- System shall flexible workflow to allow administrator to divert the complainants to concerned officers and take necessary action
- Masters & Initial Setup:
 - Complaint Type, Sub-types.
 - Mapping of Designation / Roles to Complaint Sub-type.
 - Citizen Charter for each Complaint Type (Define duration of complaint redressal & escalation path in case of non-redressal).
- System shall allow complaint the status of action on his/her complaint.
- The system shall allow tracking feature for Grievances for stakeholders.

3.8. Search

- Web portal users should be able to search within the portal. The search results should be based on access rights (hence may differ for internal and external results).
- The web portal should provide metadata and 'full text search' based on search functionality and support indexing and rendering of content from standardized formats like MS Office, PDF, HTML etc. This search should be available bilingually (Marathi and English).
- For providing search functionality the web portal should comply within defined processes for defining metadata, managing metadata schema changes and master data changes.

3.9. Content Management

Content Management System should have following features or capabilities:

• Content Authoring



- Content Publishing including versioning and WYSWYG interface
- Content Delivery
- Error free count of web portal visitors (visitor counter)
- Content Storage Management
- Content exit and Archival
- Should have preconfigured generic templates and workflows for the content management
- Distributed authorship of web portal content across divisions.
- Support Podcast Publishing, Rich media streaming and transcoding, Rich media search and organization
- Separation of content from presentation, which allows authors to focus on content rather than web design.
- Management of revision, approval, publishing and archiving processes in an easy and automated manner including Workflow process.
- Centralized template management for consistency within web portal.
- Content repurposing for different audiences and different interfaces.
- Facilitated metadata generation and management which enables effective content discovery
- Content storage management of all types of content; text graphic, audio, video etc.
- In context contribution, purview, updates and approvals
- Email notifications for automated content edits and reviews
- Native content conversion to web formats
- Both dynamic and scheduled publishing models
- CMS should be able to generate content feeds
- CMS should be able to be integrated with any workflow systems, which supports e-forms
- Should provide DHTML, Excel, PDF, MHTML, CVS, XML, Null, and Image rendering extensions

3.10. Access and Personalization

- Allow website administrator to create and assign users to groups; group memberships will in turn define the content and layout of the website.
- Bi-lingual support (Marathi and English). The website systems shall also allow users to select their language preference and automatically convert web portal user interface to the language preference.

3.11. User Administration

- Provide web-based administration interface.
- Allow web portal administrator to delegate the administration function.

3.12. Security

- The Successful Bidder must comply to all data security standards and must provide a data security form given in Annexure E.
- The web portal shall provide role-based security features.

- The vendor shall implement SSL and the web web portal shall support encryption such as SSL.
- The vendor shall conduct security audit of the web portal from Govt. approved agencies like CERT-In/ STQC.
- Provide audit, analysis and reporting tools to track the web portal system usage. Be able to track, analyses and generate reports on areas like web portal pages hit, web portal usage, security violations etc.
- All the security threats/vulnerabilities should be resolved by vendor team as an when required at no extra cost billable to MFSCDCL.

3.13. Technical Requirements

- Be able to operate in Windows or UNIX or LINUX operating system.
- Each User shall be allotted indicative (100mb) amount of storage, the data will be compressed and shall include auto scaling. The final storage required for each user shall be finalised in SRS/FRS stage.
- Be capable of utilizing the Active Directory OR LDAP v3 based directory for security and personalization.
- Support fail-over and load balancing to facilitate future scalability.
- Support all industry standard web browsers latest versions (e.g. Internet Explorer or EDGE, Mozilla, Chrome, Safari etc.)
- Should support web traffic reports for administrators and community managers
- Support industry standards communication protocol and data formats latest versions such as HTTP, HTTPS, SSL, XML and HTML for query and retrieval purposes.
- Should support broad range of standards including Audio and Video for example DOM 1.0, HTML 5, HTTP, HTTPS, MathML, ODBC, ODF (IS26300), Open XML (IS29500), OpenSearch, OpenType, PDF 1.7, PDF/A, RTF, RSS, ATOM, SOAP, SVG, REST, UDDI, Unicode, URI/URN, W3C XML Schema, WCAG 2.0, WebDAV, WSDL, WSRP, XHTML, XML, XML Web Services, XML Dsig, XPATH, XPS, XSLT.
- Web portal shall support Web 2.0 capabilities
- Web portal shall facilitate integration with social networking sites and the option should be provided to the user to add the link to the pages to their favourite social networking site.
- Feature for Blog Updates (from Management and PR Agencies)
- The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user
- The web portal shall be accessible through mobile and other handheld devices like iPad; tablets etc. and the pages shall adjust suitably as per the device without having to transcode for specific devices.
- To run independent of IP Address i.e. IP Addresses should be not be hard coded in the source code/configuration.
- To be IPv6 compliant
- Web portal should be running on SSL i.e. http request should automatically get redirected to https
- To have the flexibility to be linked to any existing/ future applications
- CAPTCHA should be present for web pages with form field such as feedback form, registration form etc.



- Email gateway Integration
- SMS gateway Integration for future purpose
- Password should not be hardcoded in any web portal configuration files or stored in plain text
- Should support web services APIs, BLOB Storage, custom code solutions, REST, WSRP
- Should integrate with instant messaging services for chat bot support, and support products and protocols like SIP/XMPP
- Should integrate with any other web portal products through open standards such as HTML, XML, RSS, web services, and WSRP

3.14. Functional Requirements

The below requirement are indicative and may change during SRS/FRS Stage

#	Requirement				
1	The portal will primarily have two user types/roles.				
2	The user category will be of Marathi scriptwriters (Storywriter, Dialogue writer etc.).who would				
	register on the portal and would be able to upload their scripts online (the scripts would be in the form				
	of a synopsis.)				
3	After registration, a profile page of the scriptwriter will be created with required fields including				
	photo, contact details, previous works, awards & recognitions, among others.				
4	The scriptwriter would be able to edit/modify the profile at a later stage and would be able to upload				
	multiple files/scripts on their profile page.				
5	The scripts uploaded will have tags as per the genre of the script, the date of upload, name of				
	scriptwriter, etc.				
6	The scriptwriters would be able to edit/delete the uploaded scripts online on their profile page.				
7	The other category of users would be the producers/production house/directors/financiers who would				
	be able to use the portal to search and view the scripts uploaded by scriptwriters. The scripts shown				
	would be in form of a synopsis.				
8	During registration, the user registering will get a drop down to select the user category (Storywriter				
	Script writer, Dialogue writer etc.). Also, there will a registration fee for respective categories of				
	users.				
9	The search option will have choices to search on basis of tags/genre, name of scriptwriters, date of				
	upload, etc. These options would be finalized during SRS stage.				
10	These users can then contact the scriptwriters whose scripts they might be interested in. The options of				
	contacting will be through portal itself. The respective scriptwriter would get a notification if someone				
	expresses interest/messages. After initial contact, both users would have the option to contact offline.				
11	There will also be an option to rate the scripts, by the producers/production house/ directors, etc.				
12	Basis the rating of scripts, a cumulative rating of profile of scriptwriter would also appear.				

3.15. Compliances for Standards

- The web portal shall be fully compliant as per the following Guidelines:
- e-Governance Standards of GoI
- Framework for Mobile governance issued by GOI- Jan 2012
- e-Governance Policies of GoI and GoM / DIT
- GoI Guidelines of Websites
- W3C Standards



- WCAG standards like 2.0 AA, xHTML1.0
- Website Guidelines by DIT, GOM
- All Guidelines of Indian Government Website (GIGW)

3.16. Copyright

Any software related data excluding the scripts etc. shall be absolute property of MFSCDC. The Agency will transfer all Intellectual Property Rights of the developed web portal to the MFSCDC. The agency shall relinquish the source code, to the department, of the developed web portal within fifteen (15) days from the date of acceptance of the system. The source code supplied to the MFSCDC shall always be a complete, accurate, and up-to-date copy corresponding exactly to the current production release of the website.

3.17. Cloud Services & Hosting

- The Bidder should give hosting space to accommodate the given specification in the technical specification of the section 3.13.
- Website hosting shall be done on cloud (DC/DR). The bidder shall provide details for computing, storage, security, network infrastructure based on scope of work defined.
- The vendor shall procure the Cloud through government empanelled CSPs/MSPs as per DIT GR or Miety.
- All the Application/software related data created/captured under this project shall also be the property of the MFSCDC.
- The Bidder shall be responsible for end-to-end implementation and shall quote and provide/supply any items not included in the bill of material but required for commissioning of the website/application and the network and meet the requirements of the RFP/Contract.
- MFSCDC shall not pay for any of the equipment not quoted in the bid but are required for successful completion of the project. However, the same must be supplied by the Bidder without any additional fees.

3.18. Indemnity

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

3.19. Project Timeline

- 1. Selected bidder/agency should ensure the implementation as per timeline, inability to follow will attract the penalty as mentioned below in the SLA's defined.
- 2. The term of contract period will be for 3 years from the date of the work order and acceptance of same by the successful tenderer.
- 3. Go-Live refers the commissioning of the Services and shall be accomplished when all Activities including: Hiring, training and floor-readiness of Staff and Manager.
- 4. The Contract shall become legally binding and in force only upon:
 - Submission of Security Deposit



- Signing of agreement.
- 5. The Service Provider commences services in Film city premises within 30 days from the date of acceptance of work order.

Project Timelines (T) referred below, is the date of issuance of work order or signing of contract between selected bidder and MFSCDC or the meeting conducted by MFSCDC to start the project (kick off meeting) – whichever happens earlier.

Sr. No.	Description	Deliverables	Timelines (T)
1.	Project Initiation and Solution Design	 Capturing the requirements of the project for the development/ of new web portal for MFSCDC, System Requirement Study, SRS and Solution Design & Analysis. Documentation- Preparation of SRS, FRS and all other supporting Design Documents, training plan etc. Preparation of cloud requirements for webportal hosting. 	T+ 2 weeks
2.	Development and Implementation of the website of MFSCDC	 Development / customization/ configuration and implementation of the web portal. Software testing, modification and deployment of the support software applications. 	T+ 5 weeks
3.	Acceptance, UAT and Testing	 Quality Assurance Plan Testing Strategy including Test types, plans and Test cases Reports including various Test performed, Test results and resolution reports for the issues identified during the testing 	T+ 08 weeks
4.	Audit	Audit of the Website/portal after incorporating issues after Pilot (comprising of Functional testing of website, security audit of the website including Vulnerability Assessment & Penetration Testing (VA & PT) test) from government empanelled agencies. Successful sign off from government empanelled agency like STQC/CERT- In.	T+ 09 weeks



Sr. No.	Description	Deliverables	Timelines (T)
5.	Pilot Rollout	 Pilot Rollout will be carried out for all functionalities mentioned in the scope Pilot website should be deployed as test website on IP address or domain name. 	T+ 11 weeks
6.	Training and sign off	 Training to MFSCDC staff as per training plan submitted by bidder. Sign off by MFSCDC officials post successful training. Note: Refresher training may be required by MFSCDC staff. The Successful bidder must provide the same as and when required. 	T+ 11 weeks
7.	Final Go-Live and Successful Sign off	 Successful Go-Live and implementation of website over cloud Sign off by MFSCDC officials 	T+ 12 weeks
8.	Operations and Maintenance	• Operational and Maintenance support for web portal	Will start post Go-Live, and successful Sign off till end of contract period i.e. till 3 years.

3.20. Technical Documentation

The selected agency shall provide the following documentations in hard as well as soft copies:

- Detail Project Plan
- Design and Development plan
- Pre-commissioning, Operational and User Acceptance Testing Plan
- Monthly Progress Report
- System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, website security requirements.
- Complete Source Code with documentation
- Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan, VA-PT)
- Training Plan
- Hosting requirements and documentation
- User manuals
- Security policy and procedure for website/portal including Password security, logical access security, operating system security, data classification and website security and data backups

3.21. Service Level Agreement

- SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by MFSCDC in the Service Level Agreement with Successful bidder. The successful bidder must comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services.
- MFSCDC reserves the right to change the SLAs before Go Live, after the successful appointment of Bidder for developing website. MFSCDC C will make changes in SLA in consultation with the successful bidder.

Development SLA

- Penalty of 0.1% of the Total Contract Value will be levied on to the bidder on daily basis for non-adherence to the timeline till go live of the project. Once the maximum penalty limit of 5% has reached against any of the parameter, MFSCDC has the right to call for annulment of the contract based on MFSCDC discretion.
- Service Level will not be applicable to SI for the events beyond its scope of work. For e.g. Delay in approval, etc.

Post Implementation SLA

• This SLA will start post go live of the project

#	Service Level Objective	Measurement	Service Level	Penalty
Website Uptin	ne			
1	Availability / Uptime of web portal / services resources for website functioning	Uptime calculation of website ranging due to application issues = (Uptime (in hours) for month / Total time (in hours) of month) *100	Monitoring	Availability / Uptime will attract penalty as indicated below. <99.7% (5% of the total quarterly payment)
Website Suppo	ort Performance			
2	Resolution of Level 2 (Minor) Defects: Basic Code related, uploading file related, access & account related, etc.	Number of defects resolved	95% of the reported Level 2 defects shall be resolved within 2 days * from the time of reporting the issue.	Delay of every subsequent hour will invite penalty of INR 50 for maximum of 48 hours from time of reporting he defect. Post that INR 100 for every subsequent hour's delay.
3	Resolution of Level 1(Major)Defects:	Number of defects resolved	99% of the reported Level	Delay of every subsequent hour will



#	Service Level	Measurement	Service Level	Penalty
	Objective			
	Database level, Errors over webpage(s), security threats, page not found, etc.		1 defects shall be resolved within 1 day* from the time of reporting the issue.	invite penalty of INR 100 for maximum of 24 hours from time of reporting the defect. Post that INR 200 for every subsequent hour's delay.
Support of 1 M	/anpower Availability du	uring AMC	I	
4	Attendance during Annual Maintenance Contract duration	Number of days present physically at MFSCDC office	More than 2 days of leaves in a month by personnel.	Personnel shall be allowed 2 leaves in a month. Post 2 days leaves in a month, Rs. 600/- will be deducted per day from quarterly bills payable to the bidder. In case of extended leaves by resource, a temporary resource shall be deployed by bidder on immediate basis.
5	Unsatisfactory Performance of resource	Performance of resource	Monitoring shall be on daily basis.	In case of Unsatisfactory Performance of resource, MFSCDC may request bidder to replace and change resource
6	Change of resource	Not more than 2 in a year	In case of resource being changed, bidder shall provide 1- month prior notice to MFSCDC and arrange for complete knowledge transfer of new resource. Bidder should make sure that the new resource should be compatible enough to handle the work	INR 10,000/- for every resource beyond 2 changes in a year.



#	Service Level Objective	Measurement	Service Level	Penalty
			immediately.	

*1 Day comprises of 24 hours.

3.22. Audit

- It is the responsibility of the agency to get the Security audit, Functional Audit, Application Audit & Vulnerability Audit of the web application/website/ Portal done with a Govt. approved agency like CERT-In/STQC. The agency would be required to share the complete details of the audits with the along with copies of all communication and bug reports / removal, written or otherwise. The system must mandatorily use Secure Socket Layer (SSL) certificates for the proposed system throughout the project period.
- It shall have a provision to store audit trail of user activities performed on the Website. It shall have Audit reports, video logs, biometric logs, access control, digital signature logs, etc. and should be extracted through the detailed reporting tool. These reports should be valid and supported in court of law.
- It is the responsibility of the agency to get the all types of audit (Security audit, Functional Audit, Application Audit & Vulnerability Audit, etc.) of the web application/website/ Portal done with a Govt. approved agency like CERT-In/STQC after every major change in design, source code or the database.
- All the cost for all audits (above stated and future audits) will be borne by bidder only.

3.23. Training

The agency shall provide the following training:

- A detailed technical as well as functional demonstration to the MFSCDC team at various levels to central office.
- A user manual should be provided in editable format (MS Word) as well as a colored hard-bound copy with clear pictures showing website layouts for content managers. The bidder shall provide website training and handholding to new users or refresher training to old users.
- Training material/kits to be used in trainings should be arranged by the bidder during training provision.
- Training delivery will be conducted at offices/sites as per the convenience of MFSCDC. This will happen in logically made groups of attendees and will be finalized by the agency in consultation with the MFSCDC.
- All the cost for all training (above stated and future trainings) will be borne by bidder only.

3.24. Payment Terms

- No advance payment against purchase/work order.
- Payment will be released only after successful completion of key milestone of the project and acceptance of the deliverable associated with the key milestone by MFSCDCL.



• Payment will be made on the following milestone.

Sr. No	Deliverables/Key Milestones	Payment Terms
1.	Payment will be released after successful completion of UAT testing.	15% of the CAPEX
2.	Payment will be released after successful pilot rollout.	15% of the CAPEX
3.	Payment will be released after successful go live and sign-off of web portal.	40% of the CAPEX
4.	Payment will be released after successful completing at the end of 6 months from Successful go live and sign-off of web portal.	30% of the CAPEX
5.	Maintenance and Support (AMC) charges will be released every quarter on satisfactory support. The AMC period will start after Successful go live and sign-off of web portal.	Total OPEX cost will be paid quarterly per year till end of contract period.

- Account Department will release all CAPEX related payments after duly certification received by the concerned departments.
- Accounts Department will release all OPEX related payments, based on performance of bidder, as per aforesaid schedule.
- Bills / Invoice shall be accepted only after submission of security deposit of 10% of Total Contract Value (TCV).
- The agency will only be paid amount according to the rate finalized in tender, MFSCDCL shall be final authority to decide the amount to be charged.
- In case project milestone is not delivered by bidder successfully, MFSCDCL reserves right to recover payment made to bidder in presiding milestones by deducting the same from security deposit or any bill payable to bidder.

3.25. Exit Management

The exit management period starts, in case of expiry of contract, at least 2 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Implementation Agency. The exit management period ends on the date agreed upon by MFSCDCL or Two months after the beginning of the exit management period, whichever is earlier.



4. General Conditions of Contract

4.1. Governing Law

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

4.2. Confidential Information

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

4.3. Change in Laws and Regulations

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

4.4. Force Majeure

- The Successful Bidder shall not be liable for termination for default if and to the extent that it's delay(s) in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of MFSCDC Ltd in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the Successful Bidder shall promptly notify MFSCDC Ltd in writing of such condition and the cause thereof. Unless otherwise directed by MFSCDC Ltd in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.5. Change Orders and Contract Amendments

- MFSCDC Ltd may at any time order the Successful Bidder to make changes within the general scope of the contract.
- If any such change causes major deviation in the cost of, or the time required for, the Successful Bidder performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Successful Bidder for adjustment under this Clause must be asserted within 30 days from the date of the Successful Bidder receipt of MFSCDC Ltd 's change order.



• Prices to be charged by the Successful Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Successful Bidder for similar services.

4.6. Settlement of Disputes

i. Performance of the contract

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. MFSCDC Ltd and the Successful Bidder shall make every effort to resolve disputes amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract will be settled first at the level of Vice Chairman and Managing Director of MFSCDC Ltd .

ii. Arbitration

For any dispute in the matter the same will be settled at the level of Hon. Managing Director, MFSCDC Ltd will be final and binding upon both parties.

iii. Extensions of Time

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

4.7. Termination

4.7.1. Termination by MFSCDC Ltd

- 1. MFSCDC Ltd 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 4.7.1. In such an occurrence, MFSCDC Ltd shall give a not less than 30 days' written notice of termination to the Successful Bidder.
- 2. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as MFSCDC Ltd may have subsequently approved in writing.
- 3. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- 4. If, in the judgment of MFSCDC Ltd has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 5. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.



- 6. If the Successful Bidder submits to the MFSCDC Ltd a false statement which has a material effect on the rights, obligations or interests of MFSCDC Ltd .
- 7. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MFSCDC Ltd.
- 8. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, MFSCDC Ltd may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MFSCDC Ltd may decide to give one chance to the Successful Bidder to improve the quality of the services.
- 9. If MFSCDC Ltd, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 10. In the event MFSCDC Ltd terminates the Contract in whole or in part, pursuant to GCC Clause 4.7.1, MFSCDC Ltd may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to MFSCDC Ltd for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent notterminated.

4.7.2. Termination by Bidder

The Successful Bidder may terminate this Contract, by not less than 30 days' written notice to MFSCDC Ltd, such notice to be given after the occurrence of any of the events specified in paragraphs (1) through 2) of this GCC Clause 4.7.2:

- 1. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
- 2. If MFSCDC Ltd is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the Successful Bidder may have subsequently approved in writing) following the receipt by MFSCDC Ltd of the Successful Bidder notice specifying such breach.

4.7.3. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 4.7.1 or 4.7.2, the MFSCDC Ltd shall make the following payments to the Successful Bidder:

- If the Contract is terminated pursuant to GCC Clause 4.7.1 (10) or 4.7.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
- If the agreement is terminated pursuant of GCC Clause 4.7.1 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the MFSCDC Ltd 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 MFSCDC Ltd. Applicable under such circumstances, upon termination, the MFSCDC Ltd may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to MFSCDC Ltd within 30 days of termination date.

4.8. Assignment

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, MFSCDC Ltd, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of



work or procure/board any other similar Bidder to render similar services to complete project in stipulated timeframe.

4.9. Other Conditions

- The Successful Bidder should be complying with all applicable laws and rules of GoI/GoM/ULB.
- Employees of the Successful Bidder shall not have right to demand for any type of permanent employment with MFSCDC Ltd or its allied Offices.

4.10. Delays in Bidder's Performance

- 1. If at any time during performance of the contract, the bidder may encounter conditions impeding performance of the services, the bidder shall promptly notify MFSCDC Ltd in writing of the facts of the delay, it's likely duration and its causes.
- 2. As soon as after receipt of bidder's notice, MFSCDC Ltd shall evaluate the situation and may at its discretion, extend the bidders time for performance with or without penalty in which case the extension shall be ratified by the bidders by amendment of the contract but in no case, extension shall be given more than one time. For avoidance of doubt, delay in performance for reasons beyond control of the bidder or for reasons not attributable to the bidder or for reasons attributable to MFSCDC Ltd, shall not attract any penalty.

4.11. Bidder's Integrity

The bidder is responsible for oblige to conduct all contracted activities as defined in the scope of work in accordance with contract.

4.12. Bidder's Obligation

- 1. The bidder is obliged to work closely with MFSCDC Ltd 's staff, act within its own authority and abide by directives issued by MFSCDC Ltd.
- 2. The bidder will abide by the job safety measures prevalent in India and will free MFSCDC Ltd from all demand or responsibilities arising from accidents or loss of life the calls of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold MFSCDC Ltd responsible or obligated.
- 3. The bidder is responsible for managing the activities of its personnel will hold itself responsible for any misdemeanour.
- 4. The bidder will treat as confidential all data and information about MFSCDC Ltd, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party. MFSCDC Ltd will treat as confidential all data and information about bidder, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party.

4.13. Corrupt or Fraudulent Practices

The MFSCDC Ltd requires that the bidder under this bid document, observe the highest standards of ethics during the execution of this contract.

4.14. Interpretation of The Clauses in The Bid Document / Contract Document

In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the MFSCDC Ltd 's interpretation of the clauses shall be final and binding on all parties.



5. Guidelines for Pre-Qualification

5.1. Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place: Date:

То

Chief Administrative Officer,

Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Dadasaheb Phalke Chitranagari,

Goregoan East – 400065

Subject: Submission of Pre-qualification proposal in response to the Request for Proposal for Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC" is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd..

Tender Reference No: ST/

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 System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC.".

We attach hereto our responses to pre-qualification 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 MFSCDC LTD., 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 MFSCDC LTD. 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 agree to abide by this tender response for a period of 180 days from the date of submission of Bid and ready to extend the validity of the bid for further period as informed by MFSCDC LTD.. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit 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)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Mandatory Enclosure:

- 1. Format to share Bidder's and Bidding Firm's Particulars with <u>Annexure F</u>.
- 2. Checklist for the documents to be included in the Pre-Qualification with appropriate page numbers.
- 3. Format of Project Citation.



5.2.						
PQ	Pre -qualification Criteria	Documents	Pg. No.	Document Submitted (Yes/No)		
PQ1- Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 A Micro, Small & Medium Enterprises (MSEs) registered with (a) District Industries Centers; or (b) Khadi and Village Industries Commission; or (c) Khadi and Village Industries Board; (d) Coir Board; or (e) National Small Industries Corporation; or (f) Directorate of Handicraft and Handloom; or (g) Udyam Registration issued by Ministry of MSE; or (h) Any other body specified by the Ministry of MSME. and vendors registered with NSIC under a single point vendor registration scheme in India since last 3 years as on the date of bid submission.	 Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. Copy of the list of properly constituted management or governing body of the Organization Memorandum of Association (MOA) and Articles of Association (AOA) Copy of Partnership deed and Copy of Registers of Firm Certificate or Copy of Certificate of LLP registration MSME/NSIC/SSI/DIC equivalent certificates, List of machinery, production capacity and other related documents of the manufacturer Copy of PAN Card Copy of GST Registration of the Bidder. 				
PQ2 - Turnover	The Bidder shall have minimum average annual turnover of Rs. 3 Cr. in last 3 financial years (FY 20-21, FY	Certificate from the Statutory Auditor / Chartered Accountant	•	•		
	21-22, FY 22-23).	Chartered Accountant clearly stating the				

5.2. Checklist for the documents to be included in the pre-qualification qualification envelope



PQ	Pre -qualification Criteria	Documents	Pg. No.	Document Submitted (Yes/No)	
		 Turnover (Annexure F) Bidder has to submit copies of audited Balance Sheets for last 3 Years (i.e. 2019-20, 2020-21 and 2021-22). 			
PQ3 - Net Worth	The Bidder should have positive net worth for each of 3 financial years (FY 20-21, FY 21-22, FY 22-23).	Certificate from the Statutory Auditor / Chartered Accountant clearly stating the positive net worth. (Annexure F)	•	•	
PQ4- Capability 1	The Bidder should have experience of development, implementation, maintenance, and hosting of a dynamic website/portal for any Central/State Govt. /PSU/Private oraganisations on the date of bid submission as per below 1 Project of similar nature having value not less than INR 36 lakhs each or 2 Projects of similar nature having value not less than INR 27 Lakhs each or 3 Projects of similar nature having value not less than INR 23 Lakhs each	• Copy of Work order / LoA / Contract Agreement + Completion Certificates from the client on its letterhead.	•	•	
PQ5- Capability 2	The bidder must have at least 2 Projects for providing similar type of services to Central/State Public Sector Undertakings/Public Sector Banks or autonomous government organizations/Private organization for at least (3) three years (FY 20-21, FY 21-22, FY 22-23) as on the date of bid submission. Similar Services: Projects which involves Development and Maintenance of Website/Portal/Web based Application.	Copy of work order/Agreement along with completion/ continuity certificate from the client. Completed Section 5.3 Project Citation for each project.			



PQ	Pre -qualification Criteria	Documents	Pg. No.	Document Submitted (Yes/No)
PQ 6 - Manpower	The bidder should have 15 IT employees with either permanent PF account or professional tax account on bidder's payroll and should have relevant experience in website/portal development and maintenance, as on date of bid submission.	Certificate from Bidder's HR authorized representative(s) on original letter head of bidders' organizations.		
PQ 7 - Certification	The bidder must possess a valid certification from ISO 9001 or ISO 27000 and CMMI level III and above as on the date of bid submission.	• Relevant copy of valid Certificate as on date of the submission of bid.		
PQ 8- Blacklisting/ Debarment	The Bidder should not be blacklisted for unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct by any Central/State Public Sector Undertakings/Semi-Govt. undertaking/ Corporation/ ULBs/ Public Sector Banks or autonomous government organizations as on date of bid submission.	• A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure	•	•



5.3. Format for Project Citation (Pre-Qualification)

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

List of Projects

S No	Name of Project	Client Name	Page Nos (From-To)
1			
2			
3			

Sr. No.	Item	Details	Attachment
			Pg. No.
1	Name of The Project		
2	Date of Work Order		
3	Client Details with Address and Contact		
	Numbers		
4	Client Type (E.g., any Govt./ Municipal		
	Corporations/ PSU/ Corporation/ Local		
5	Scope of Work		
6	Contract Value		
7	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the prequalification criteria.



6. Guidelines for Technical Proposal

6.1. Technical Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place: Date:

То

Chief Administrative Officer,

Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Dadasaheb Phalke Chitranagari,

Goregoan East – 400065

Subject: Submission of Technical qualification proposal in response to the Request for Proposal for Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC" is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd..

Tender Reference No: /

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 System Integrator for Development and Maintenance of Marathi Films e-Market Portal for MFSCDC".

We attach hereto our responses to Technical qualification proposal 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 MFSCDC Ltd., 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 MFSCDC Ltd 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 agree to abide by this tender response for a period of 180 days from the date of submission of Bid and ready to extend the validity of the bid for further period as informed by MFSCDC Ltd. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit 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)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Mandatory Enclosure:

- 4. Format to share Bidder's and Bidding Firm's Particulars as per Section 5.2
- 5. Checklist for the documents to be included in the Technical qualification with appropriate page numbers.
- 6. Format of Project Citation

6.2.	6.2. Checklist for the documents to be included in the technical qualification envelope						
TQ	Technical Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted	Pg. No.	Document Submitted (Yes/No)	
TQ 1	Company Profile		30				
A	The Bidder shall have minimum average annual turnover of Rs. 3 Cr. in last 3 financial years (FY 20-21, FY 21-22, FY 22-23).	Avg. Turnover (Cr.) 1. >=03 Cr and < 05 Cr: 10 marks 2. >=05 Cr and <07 Cr: 15 marks 3. >=07 Cr: 20 marks	20	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure			
В	The bidder should have 15 IT employees with either permanent PF account or professional tax account on bidder's payroll and should have relevant experience in website/portal development and maintenance, as on date of bid submission.	deployed 1. >=15 and < 25: 05 marks 2. >=25 and < 50: 07 marks	10	Work Orders / Purchase Orders /Agreement + Completion/Ongoing Certificate in similar services in any organization, Central/State Govt. / PSU / private organization.			
TQ 2	Relevant Experience	of the Bidder	55				
A	The bidder must have at least 2 Projects for providing similar type of services to Central/State Public Sector Undertakings/Public Sector Banks or autonomous government organizations/Private organization for at least (3) three years (FY 20-21, FY 21- 22, FY 22-23) as on	Projects: 07 marks 2. >=4 and < 6 Projects: 10 marks 3. >=6 Projects:	15	Copy of work order/Agreement along with completion/ continuity certificate from the client.			

6.2. Checklist for the documents to be included in the technical qualification envelope

महत्तम् विपादः तभ्यी अधिम सांस्युतीयः विकास सांस्युज्ज (१३)

Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC

ΤQ	Technical Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted	Pg. No.	Document Submitted (Yes/No)
	the date of bid submission. Similar Services: Projects which involves					
	Development and Maintenance of Website/Portal/Web based Application					
B	The Bidder should have experience of development, implementation, maintenance, and hosting of a dynamic website/portal for any Central/State Govt. /PSU/ Private organization on the date of bid submission as per below	 4) Three (03) projects of minimum value of INR 36 Crores each or more: 10 marks 5) Two (02) projects of minimum value of INR 27 Crores each or more: 15 marks 6) One (1) project of minimum value of Rs. INR 23 Crore: 20 marks 	20	Copy of work order/Agreement along with completion/ continuity certificate from the client. Completed Section 6.3 Project Citation for each project		
С	The bidder must possess a valid certification from ISO 9001 or ISO 27000 and CMMI level III and above as on the date of bid submission.	Certifications 1. 1 Certification: 10 marks 2. 2 Certifications: 15 marks 3. 3 Certifications: 20 marks	20	Self-attached copy of valid certificates		
TQ 3	Product Fitment and Methodology (15 Ma					
D	Approach Methodology,	Approach and Implementation	05	Self-declaration from the bidder and		



TQ	Technical Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted	Pg. No.	Document Submitted (Yes/No)
	Solution, O&M Plan, Security, Training and Handholding plan, Product Fitment. Essential features a) Cross browser and OS functionality b) Open-Source Enterprise Database c) Multilingual User Interface Bidders shall be called for demonstration of their solutions targeted to MFSCDC's requirement. Evaluation shall be based on solution features, robustness and suitability to the scope mentioned in the RFP	Methodology, and Product fitment plan and document		necessary proof to showcase the same. (Approach and Methodology document to be submitted in Technical Qualification envelope)		
E	Bidders shall be called for demonstration of their solutions targeted to MFSCDC's requirement. Evaluation shall be based on solution features, robustness and suitability to the scope mentioned in the RFP		10	Bidder will be called to give a presentation & Demonstration on approach and methodology to Tender Evaluation Committee for which the Bidders will be notified via email or any other means of communication		
	Total Marks		100			



6.3. Format for Project Citation (Technical Qualification)

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

List of Projects

S No	Name of Project	Client Name	Page Nos (From-To)
1			
2			
3			

Sr. No.	Item	Details	Attachment Pg. No.
1	Name of The Project		
2	Date of Work Order		
3	Client Details with Address and Contact		
	Numbers		
4	Client Type (E.g., any Govt./ Municipal		
	Corporations/ PSU/ Corporation/ Local		
5	Scope of Work		
6	Contract Value		
7	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the technical-qualification criteria.



6.4. Project Implementation Methodology

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

- 1. The Overall approach to the Project.
- 2. Implementation Methodology and Strategy.
- 3. Strength of the Bidder to provide services including examples or case-studies of similar work.
- 4. Project Organization and Management Plan.
- 5. Project Monitoring and Communication Plan– Bidder's approach to project monitoring and communications among stakeholders.
- 6. Implementation plan-Bidder's approach to implement the project.
- 7. Risk Management Plan Bidder's approach to identify, respond / manage and mitigate risks.
- 8. Quality Control plan Bidder's approach to ensure quality of work and deliverables.
- 9. Escalation matrix during contract period.
- 10. Cloud Hosting Requirements and hardware and software components.

Note:

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



7. Guidelines for Financial Proposal

7.1. Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

То

Chief Administrative Officer,

Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Dadasaheb Phalke Chitranagari,

Goregoan East - 400065

Subject: Submission of Financial proposal in response to the Request for Proposal for Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC" is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Tender Reference No: /

Dear Sir,

We, the undersigned, offer to provide the services for "Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC" is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd..." in accordance with your Request for Proposal dated [Insert Date] and our Technical qualification Proposal dated [Insert Date]. 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 MFSCDC Ltd . 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 (180 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 qualification 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 Instructions

- 1. MFSCDC Ltd may award entire scope or part of scope, mentioned in **section 3**, as MFSCDC Ltd deems fit.
- 2. MFSCDC Ltd does not guarantee the volume for the line items. The actual volume for the given items may be more or less. The payment shall be made based on unit cost quoted for the item on actual work is undertaken.
- 3. All the prices are to be entered in Indian Rupees only.
- 4. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Traveling, Lodging and other related items.



7.3. Format for Financial Bid

(To be submitted on the Letterhead of the bidder)

(FINANCIAL BID OR PRICE BID)

Date: DD/MM/YYYY

То

Chief Administrative Officer,

Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Dadasaheb Phalke Chitranagari,

Goregoan East – 400065

Subject: Submission of Financial proposal in response to the Request for Proposal for Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC" is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd..

Ref.:

Sir,

As per Terms & Conditions of tender documents,

I/We_____Address_____

Furnish the following rates for Request for Proposal for Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC" is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd..

- 1. **Price and Validity:** All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this bid are valid for a period of 180 days from the date of opening of bids.
- 2. **Taxes:** We have studied the clause relating to Indian Income Tax and hereby declare that if any applicable direct or indirect taxes (Foreign, Central or State or Local), rates, duties, charges and levies (Foreign, Central or State or Local), is altered under the law, we shall pay the same. If applicable, all taxes, duties, levies and charges which are to be paid for the delivery of services have been paid by the Bidders in their respective countries.
- 3. **Deviations:** We hereby declare that all terms and conditions mentioned in RFP (all volumes, Annexures and Corrigendum) are acceptable to us without any deviation and all the services shall



be performed strictly in accordance with the bid documents.

- 4. Unit Rates: We have indicated in the relevant schedules enclosed, the unit rates, wherever requested, for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.
- 5. **Qualifying Data:** We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
- 6. **Security Deposit:** We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed in RFP.
- 7. **Scope of Work:** We hereby agree that MFSCDC Ltd reserves the right to award entire scope or part of scope, mentioned in section 3, as MFSCDC Ltd deems fit. We agree to abide to the Scope of work, Project Payment Model and Engagement Model as prescribed in the RFP

Table: Commercial Bid Format

Table: Consolidated Cost Summary

Sr. No.	Parameter	Amount (in INR)			
Implem	entation Cost (CAPEX)				
Α	Design, Development, and Implementation Cost				
AMC C	ost (OPEX)				
В	AMC for web portal including 1 onsite Support Manpower Cost for the period of 3 years				
С	Cloud Hosting for the period of 3 years				
Grand T	Grand Total 'GT' = (A + B + C)				
18 % GST					
Grand Total (A + B + C) including 18 % GST					
Grand 7	Fotal (D + 18 % GST) in words				

A: - Supply, Design, Customization & Implementation Cost

#	Parameter	Total Amount (Excluding Taxes)		
А	Design, Development, and Implementation Cost			
Total (A)				

B: - Cost of AMC of website Including 1 onsite manpower for the period of 3 Years

# Parameter Amount (Excluding Taxes)	#	Parameter	Amount (Excluding Taxes)
--------------------------------------	---	-----------	--------------------------



		Y1	Y2	¥3
В	Cost of AMC of web portal Including 1 onsite manpower			
Tota	$(B = Y1 + Y2 \dots + Y5)$			

C: - Cloud Hosting for 3 years

#	Parameter	Total Amount (Excluding Taxes)
С	Cloud Hosting for 3 Years	
Tota	l (C)	

Note:

- Grand Total would be used for financial evaluation purposes.
- All amount in digits format and in INR only.
- MFSCDC will seek detailed component wise cost bifurcation about all the components of CAPEX and OPEX.
- Support Manpower (1 person) will be deployed dedicatedly at MFSCDC Office, Goregaon
- The quoted price should be valid for a period of 180 days from the closing for submission of bids

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of the Firm



8. ANNEXURES

Annexure A: Format for "Request for Clarification"

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy to submitted in excel format and hard copy) as mentioned in "Key Events and Dates" clause

Bidders request fo	or clarification	
Content of tender document requiring clarification	Points of required	clarification
	Content of tender document requiring	document requiring required

Place:

Signature:

Date:

Company Seal:



Annexure B: Format for Declaration by the bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the bidder's company)

Date: DD/MM/YYYY

То

Chief Administrative Officer, Maharashtra Film, Stage & Cultural Development Corporation Ltd. Dadasaheb Phalke Chitranagari, Goregoan East – 400065

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

Tender Reference No:

Dear Sir,

I, authorized representative of ______, hereby solemnly confirm that the Company

_______is not debarred /blacklisted 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, MFSCDC Ltd , Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Security Deposit

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

of

Name:

Designation:

Address:

Telephone & Fax: E-mail address:

Seal

the

Organization:



Annexure C: Format for Security Deposit

(On Rs. 100/- Stamp Paper or appropriate amount of value)

То

Chief Administrative Officer, Maharashtra Film, Stage & Cultural Development Corporation Ltd. Dadasaheb Phalke Chitranagari, Goregoan East – 400065

WHERE AS...... (Name of Bidder) hereinafter called "The Bidder" has decided to participate in the tender number, hereinafter called "Tender" published by MFSCDC Ltd , hereinafter called "MFSCDC Ltd ".

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you a Bank Guarantee (of Nationalized Bank/scheduled bank) for the sum specified therein as Security Deposit for compliance with the Bidder's obligations in accordance with the Tender.

AND WHEREAS we have agreed to give the Bidder a guarantee THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to 5% of contract value and we undertake to pay you, upon your first written demand declaring the Bidder to be in default of the tender conditions and without cavil or argument any sums within the limit of 5% of contract value as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.20.....

	(Signature and Seal of Bank) Date: A	ddress:	Witness:	
--	-----------------------------	-----------	---------	----------	--



Annexure D: Non-Disclosure Agreement

(To be submitted on the Letterhead of the bidder's company)

This AGREEMENT (here in after called the "Agreement") is made on the [day] day of the month of [month], [year], between, MFSCDC Ltd on the one hand, (here in after called the "MFSCDC Ltd ") and, on the other hand, [Name of the Bidder] (hereinafter called the "Bidder") having its registered office at [Address]

WHEREAS

- 1. The "MFSCDC Ltd" has issued a public notice inviting various organizations for "Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC" is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd.;
- 2. The Bidder, having represented to the "MFSCDC Ltd" that it is interested to bid for the proposed Project,
- 3. The MFSCDC Ltd and the Bidder agree as follows:
 - a) In connection with the "Project", the MFSCDC Ltd 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 MFSCDC Ltd operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall
 - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information.
 - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
 - iii. use the information only as needed for the purpose of bidding for the Project;
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - v. undertake to document the number of copies it makes
 - vi. on completion of the bidding process and in case unsuccessful, promptly return to the MFSCDC Ltd, 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 MFSCDC Ltd to the Bidder.

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

13. This agreement shall benefit and be binding upon the MFSCDC Ltd. 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

•



Annexure E: Manpower

<<On the letterhead of the Bidding Organization>>

Date: dd/mm/yyyy

То

Chief Administrative Officer, Maharashtra Film, Stage & Cultural Development Corporation Ltd. Dadasaheb Phalke Chitranagari, Goregoan East – 400065

Reference: Response to the Request for Proposal (RFP) Selection of System Integrator for Development and Maintenance of Marathi e-Market Portal for MFSCDC <TENDER REFERENCE NUMBER> Dated <DD/MM/YYY>

Sir/ Madam,

This is to certify that the number of full time employees having experience in implementing all the major modules/solution components of the proposed solution in <<Organization Name>> is greater than <<<Number>>> as on date of submission of the bid.

For <Organization Name>

HR Signature (with Organization Stamp) HR Name



Details of Employees on the Organisation Payroll (Bidder shall give details of all employees as per section 2.20 & 2.21)

Sr. No.	Name	Employee	Qualification	Experience	Year with Organisation	Remarks (if any)

Authorized Signatory

(Name, Designation)

Seal

Note: MFSCDC Ltd. may seek any additional detailed employment.



Annexure F: Financial Declaration of Bidder

(To be submitted on Letterhead of Statutory Auditor of respective Bidders)

1. Financial Declaration of Bidder

Description	Financial Year			
(All Currency in INR	2019-2020	2020-2021	2021-2022	
and Crores)	А	В	С	
Annual Turnover				
Net Worth				
Current Assets				
Current Liabilities				
Total Revenues				
Profit Before Taxes				
Profit After Taxes				
Average Annual Turnover				

The Average Annual Turnover for(Name of the Company) is INR <Insert Value> (Rupees <Insert Value in Words> and the(Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (F.Y19-20,20-21,21-22)

It is further certified that based on our review of financial statements together with the book of accounts, records and documents for the aforesaid financial years, the above-mentioned figures are true and correct to the best of our knowledge and as per information and explanations provided to our satisfaction by the(Name of the Company).



Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Notes:

- Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.)
- The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
- Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member) for each of the last 3 audited financial years (F.Y19-20,20-21,21-22) shall submitted as supporting evidence.



Annexure G: Format to share Bidder's and Bidding Firms Particulars

Bidders Profile

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

Sr. No	Description	Details/Information			
1	Name of the firm				
2	Firm No. allotted by ICAI*				
3	Address				
4	Email				
5	Contact number/s (Tel / Mobile)				
6	Office address of Mumbai (if different from 3 above)				
7	Presence in how many towns in Maharashtra/India. (Provide				
	Address)				
8	Year of establishment				
9	No. of completed years for practicing in India as on bid				
	submission date				
10	Name/s of partners *				
	(membership certificates issued by ICAI should be enclosed)				
12	Person(s) proposed to be assigned for the services and his $/$				
	their profiles				
13	Name, address and account number of the firm's banker(s)				
14	PAN of the firm *				
15	GST registration number of the firm *				
16	Number of Employees				
17	Number of C.A. Employees in the firm (out of above)				
19	Net worth as on bid submission date				
20	Turnover during last three financial years (F.Y19-20,20-				
	21,21-22)				
21	Details of major assignments.				
22	Any other information considered relevant.				

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory



Annexure E: Declaration of Data Security

(To be submitted on the Letterhead of the bidder's company)

То

Chief Administrative Officer, Maharashtra Film, Stage & Cultural Development Corporation Ltd. Dadasaheb Phalke Chitranagari, Goregoan East – 400065

Dear Sir,

We...... Who are established and reputable bidder having office at...... Do hereby certify that MFSCDC 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 the MFSCDC's premises on any media. The original input data supplied to us by MFSCDC, and output products processed / produced from input data will not be passed on to any other System Integrator or individual other than the authorized person of MFSCDC. We shall abide by all security and general instructions issued by MFSCDC from time to time.

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

Thanking you,

Yours Faithfully,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax: E-mail address:

Seal of the Organization



