

Tender Notice

Tender Reference Number	MahaIT/TC500/001/063
--------------------------------	-----------------------------

The Maharashtra Information Technology Corporation Limited invites tender offers for “Request for Proposal (RFP) for Selection of Service Provider for Conducting Vulnerability Assessment and Penetration Testing (VAPT, GIGW) of Software Applications and Infrastructure Audit.

The RFP document is available on website www.mahatenders.gov.in. The Last date of submission of the tender is 06/09/2024 up to 5.00 PM.

The Managing Director, MahaIT reserves the right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason thereof.

Dated: 14/08/2024

-Sd-
Managing Director
Maharashtra Information Technology Corporation Limited

Summary of Tender Notice as follows:-

Tender Reference Number	MahaIT/
Tender fee (Non-refundable)	INR. 10,000/- (Ten thousand only) – for all Categories Online Mode Only; Non-refundable
Bid Security (Earnest Money Deposit)	INR 2,50,000/- Earnest Money Deposit (EMD) to be paid offline – via Bank guarantee – Only Nationalised Bank- Validity 180 days from last date of bid submission
PBG (Performance Bank Guarantee)	3%
Address of Communication	The Managing Director Maharashtra Information Technology Corporation Ltd. 3 rd Floor, Apeejay House, Dinshaw Vacha Rd, Churchgate, Mumbai, Maharashtra 400020
Publish Date	14.08.2024 17.00 hrs
Last date for submitting pre-bid queries	20-08-2024 16.00 Hrs
Pre-bid meeting	21-08-2024 15.00 Hrs
Submission Start Date	14-08-2024 17.00 Hrs
Last Date of Submission	06-09-2024 17.00 Hrs
Opening of Technical Bid	Will be informed
Commercial bid opening	Will be informed
Telephone Numbers and email IDs for contact	Phone:-022-45121910 Email ID: tender@mahait.org

Tender Reference No: MahaIT/TC500/001/063

**Request for Proposal (RFP) for Selection of Service Provider for
Conducting Vulnerability Assessment and Penetration Testing (VAPT
& GIGW) of Software Applications and Infrastructure Audit**

Date: - 14/08/2024

Issued By

**Maharashtra Information Technology Corporation Limited (A
Government of Maharashtra Enterprise) 514, 5th Floor, Annex
Building, Mantralaya Mumbai 400 032**

MahaIT
IMAGINE. INVENT. INSPIRE

Contents

Disclaimer	3
Glossary	5
Definitions	7
1. Invitation for Proposal.....	8
2. Project Background	9
3. Instruction to Bidders.....	12
4 Evaluation Process.....	22
5. Detailed Scope of Work for Security Audit	33
5.3 Project Deliverables	38
6 Payment Terms and Schedule	41
7. Roles and Responsibilities of Stakeholders	42
8 ANNEXURE I - Pre-bid queries format	42
9 Annexure II: Instructions for Pre-Qualification Bid	43
9.5 Format for Statement of Deviation from the RFP Requirements	48
10 Annexure III: Formats for Technical Bid	49
11 Annexure IV: Commercial Proposal Formats	52
12 ANNEXURE V - Performance Bank Guarantee Format	55
13 Annexure VII: Draft Master Service Agreement (MSA)	57

Disclaimer

- The information contained in this Request for Proposal document ("RFP") whether subsequently provided to the bidders, ("Bidder/s") verbally or in documentary form by MahaIT or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.
- This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their technical & financial offers ("Bid"). This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the MahaIT and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.
- Information provided in this Tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MahaIT accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.
- MahaIT and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- MahaIT also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. MahaIT may in its absolute discretion can amend or supplement the information in this RFP.
- MahaIT or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.

- The issue of this Tender document does not imply that MahaIT is bound to appoint the Bidder (as defined hereinafter), for execution of the project and MahaIT reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- The RFP does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. The tender Document is not intended to provide the basis for any investment decision and each Bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the Project. No person has been authorized by MahaIT to give any information or to make any representation not contained in the tender Document.
- The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MahaIT or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and MahaIT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

Glossary

BoM / BoQ	Bill of Material / Quantity
BSF	Bid Security Form
Cert-In	Computer Emergency Response Team - India
CISA	Certified Information Systems Auditor
CISM	Certified Information Security Manage
CISSP	Certified Information Systems Security Professional
CREST	Council of Registered Ethical Security Testers
CRISC	Certified in Risk & Information Systems Control
CSITE	Cyber Security Information Technology Examination
DDOS	Distributed Denial of Service
DMZ	Demilitarized Zone
ECSS	EC-Council Certified Security Specialist
EMD	Earnest Money Deposit
GoI	Government of India
GoM	Government of Maharashtra
HO	Head Office
ISMS	Information Security Management System
IT	Information Technology
LLP	Limited Liability Partnership
LOI	Letter of Intent
LPT	Licensed Penetration Tester
MahaIT	Maharashtra IT Corporation
MoU	Memorandum of Understanding
NCIIPC	National Critical Information Infrastructure Protection Centre
NDA	Non-Disclosure Agreement
NPCI	National Payments Corporation of India
OWASP	Open Web Application Security Project
PQ	Pre-Qualification

PoA	Power of Attorney
PBG	Performance Bank Guarantee
PPP	Public Private Partnership
PSE	Public Sector Enterprise
PSU	Public Sector Unit
QC	Quality Check
RBI	Reserve Bank of India
RFP	Request for Proposal
SAN	Storage Area Network
SLA	Service Level Agreement
SOP	Standard Operating Procedure
Sow	Scope of Work
SP	Service Provider
TEC	Tender Evaluation Committee

Definitions

Terms	Meaning
Client/ Purchaser	It refers to Maharashtra IT Corporation or MahaIT or any of their designated authorities. References to “Client”, “MahaIT”, “Purchaser”, “Buyer”, “Customer”, etc. in this RFP document shall be construed to refer to MahaIT (i.e. Maharashtra IT Corporation, Government of Maharashtra), as the case may be.
Service Provider/Agency	A firm / entity who will provide vulnerability assessment and penetration testing services as defined in this RFP References to “Service Provider”, “Vendor” “Bidder”, “SP” etc. in this RFP document shall be construed to refer to the Service Provider itself.
Selected Bidder/Agency	A firm /entity selected by MahaIT as per the bidding process as defined in this RFP
RFP / Tender	It shall mean this RFP document which comprises of the following sections: Disclaimer, Glossary, Invitation for Proposal, Project Background, Scope of Work (Summary and Detailed), Evaluation Process, Roles and Responsibilities of Stakeholders, Sample Service Level Agreement, Forms of Bid which include any applicable Annexure thereto
Purchase Order/ Work Order/Letter of Award	Purchase or Work Order refers to a commercial document and first official offer issued by Purchaser to Successful bidder indicating types, quantities and agreed prices for products and services as envisaged in the Scope of work
Last 3 financial years / Income tax assessment year	The last three financial years are 2021-22, 2022-23 and 2023-24

1. Invitation for Proposal

1.1 RFP Notice

This RFP Document is being published by the MahaIT for “Selection of Service Provider for Conducting Vulnerability Assessment and Penetration Testing of Software Applications”. Bidder agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. This RFP document is not transferable.

1.2 Tender Schedule

Tender Reference	MahaIT/
Tender fee (Non-refundable)	INR. 10,000/-
Bid Security (Earnest Money Deposit)	INR 2,50,000/-
PBG	3%
Address of Communication	The Managing Director Maharashtra Information Technology Corporation Ltd. 3 rd Floor, Apeejay House, Dinshaw Vacha Rd, Churchgate, Mumbai, Maharashtra 400020
Publish Date	14-08-2024 18.00 Hrs
Document Download Start Date	14-08-2024 18.00 Hrs
Last date for submitting pre-bid queries	20-08-2024 16.00 Hrs
Pre-bid meeting	21-08-2024 15.00 Hrs
Submission Start Date	14-08-2024 18.00 Hrs
Last Date of Submission	06-09-2024 17.00 Hrs
Opening of Technical Bid	09-09-2024 17.00 Hrs
Commercial bid opening	Will be informed
Bid Validity Period	180 Days
RFP available at	www.mahatenders.gov.in
Telephone Numbers and email IDs for contact	Phone:-022-45121910 Email ID: tender@mahait.org
Pre-bid meeting Venue	Online Meeting Bidders should submit only one representative Name, Contact No , Email ID and Photo ID of the representative who would be attending the pre-bid meeting on Email ID: tender@mahait.org

The Managing Director, MahaIT reserves the right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason thereof

Dated: 30/06/2024

Managing Director (MahaIT)

2. Project Background

2.1 Project Overview

Maharashtra Information Technology Corporation Ltd. (MahaIT) has been set up as an independent government corporation wholly owned by the State Government of Maharashtra. It has been given mandate to act as the nodal agency of Government of Maharashtra to bolster efficient and effective implementation of ICT initiatives and to establish a robust e-Governance eco-system framework. In order to set up a robust and secure environment, MahaIT wishes to appoint an CERT-In empanelled agency to provide its expertise in ensuring that software applications related to MahaIT have enhanced data and information security. Such software applications include applications that are:

- Used by MahaIT
- Developed by MahaIT
- Any other software application for which MahaIT may want to conduct VAPT & GIGW
- Infrastructure Audit

In this regard, MahaIT hereby invites Proposals through this RFP from reputed firms to conduct Vulnerability Assessment and Penetration Testing of its Software Applications. The bidders are advised to study this RFP document carefully, before submitting their proposals in response to the RFP Notice. The 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.

2.2 Project Objective

The main objective of this initiative is to:

- Maintain detailed records of potential threats faced by an application
 - Identify, log and maintain programming errors that leads to cyber attacks
 - Ensure risk management
 - Safeguard the business from loss of reputation and money
 - Securing applications from internal and external attacks
 - Protect organization data from malicious attacks
- In this regard, MahaIT expresses the interest to select a reputed **agency with professional expertise Selection of Service Provider for Conducting Vulnerability Assessment and Penetration Testing of Software Applications, GIGW and Infrastructure Audit of MahaIT, Government of Maharashtra.**

MahaIT wishes to appoint competent agency/ Service Provider (SP) for carrying Vulnerability Assessment and Penetration Testing of Software Application at Maharashtra IT Corporation Ltd. The agency/ Service Provider will be responsible for carrying out the activities as mentioned in the Scope of Work. The agency/ Service Provider will deploy resources as mentioned in this RFP at MahaIT's location.

Based on the contents of the RFP, the selected agency shall be required to independently arrive at approach and methodology, based on CERT-In guidelines and practices, industry best practices and OWASP Standards, suitable for MahaIT, after taking into consideration the effort estimate for completion of the same and the resource and the equipment requirements. The approach and methodology will be approved by the MahaIT.

MahaIT expressly stipulates that the agency's selection under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The selected bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to the MahaIT.

For detailed Scope of Work, Refer Section -Scope of Work (Detailed)

2.3 Project Scope (Summary)

- MahaIT through this proposal, desires to select a service provider that have the technical capability to conduct VAPT & GIGW of software applications of MahaIT. The selected agency shall be responsible to conduct VAPT & GIGW ,of identify the vulnerabilities in the software applications, Audit of Infrastructure recommend the corrective actions and ensure that software applications have enhanced data security. In order to achieve this, the selected agency shall perform VAPT & GIGW for software application types:
 - Web Based Applications
 - Desktop Based Applications
 - Mobile Applications
 - Applications used by MahaIT
 - Applications developed by MahaIT
 - Any other software application for which MahaIT may want to conduct VAPT
- Website Testing as per GIGW Compliance
- Review, Testing and Audit activities takes undertaken during review, testing and audit
- First Round (Initial Cycle)
- Review/Test/Audit Planning
- Review/Test Cases/Audit Preparation

- Conduct Review/Test/Audit
- Defect/Non-Conformance Reporting
- Second Round (Final Cycle)
- Verification of Defect/Non-Conformance Closure of First Round
- Regression Testing (Retesting of complete Software Application)
- Preparation & Issue of Final Review/Test/Audit Report and certificate (Deliverable)

➤ Infrastructure Security Audit

- Multi-Factor Authentication (MFA)
- Data in Transit Encryption
- Cloud Logging
- Security Monitoring
- Vulnerability Management
- Logging and Monitoring
- Disaster Recovery and Business Continuity
- Compliance
- Others which are applicable

- MahaIT through this proposal, desires to select a service provider that have the technical capability to conduct GIGW of software applications of MahaIT. The selected agency shall be responsible to conduct VAPT & GIGW, GIGW of identify the vulnerabilities in the software applications, Audit of Infrastructure recommend the corrective actions and ensure that software applications have enhanced data security. In order to achieve this, the selected agency shall perform VAPT & GIGW and GIGW for software application types For detailed Scope of Work, Refer Section: Detailed Scope of Work

2.4 Project Duration

Sr. No	Deliverable	Timelines
1	Work Order/Letter of Award (T)	T
2	Project Duration	T+3 years

Note:

- The Selected Agency is required to sign the contract within 7 days of issuance of Letter of Intent (LoI)/Notification of Award by MahaIT.

- If signing of contract is delayed beyond 7 days of LoI issuance date/Notification of Award on account of the Selected Agency, T+ 7 days will be taken as "T".
- If signing of contract is delayed beyond 30 days of LOI issuance date/ Notification of Award on account of the selected agency, the next eligible bidder participated in this bid shall be considered for contract

3. Instruction to Bidders

Mahait, Govt of Maharashtra, invites reputed bidders to submit their technical proposals and financial offers for the "Request for Proposal (RFP) for Selection of Service Provider for Conducting Vulnerability Assessment and Penetration Testing of Software Applications" in accordance with conditions and manner prescribed in this Request for Proposal (RFP) document.

3.1 Subcontracting and Consortium

For the purposes of this RFP, consortiums are not allowed. The bidders also may not sub-contract part or whole of the work.

3.2 Pre-Bid Meeting:

i) The Company/organization should submit Only 1(one) representative Name, Contact No and Photo ID who would be attending the Online pre-bid meeting on tender@mahait.org

ii) The Email should reach Mahait before the stipulated time as mentioned in the RFP Notice for the online meeting.

iii) Only those representatives will be admitted for the meeting for which the email has been received to Mahait.

iv) The access details of the meeting will be shared on Email ID provided by the organization.

v) The Prebid queries will not be accepted after the date as mentioned in the RFP Notice.

vi) All the Bidders are requested to submit their list of queries / suggestions / clarifications if any, to the RFP and / or the Draft Contract Agreement only via email and in the format prescribed in Annexure I to tender@mahait.org on or before date specified in "Tender Schedule" of this document.

vii). MahaIT will not respond to the queries sent in any other format than prescribed per Annexure -Pre Bid queries format of this RFP or queries sent after the stipulated date.

viii). MahaIT shall consider the queries submitted by prospective bidders and may or may not change the tender document / amend the tender document.

ix) All such changes or amendments if any will be published online on tendering website and shall be treated as inherent part of the tender requirement.

3.3 Amendment to RFP Document

At any time before the deadline for submission of bids, MahaIT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. All the amendments made in the document would be made available on the e-Tender website (www.mahatenders.gov.in). The bidders are advised to visit this website on regular basis for checking necessary updates. The MahaIT also reserves the rights to amend the dates mentioned in this RFP for bid process. To allow prospective Bidders reasonable time to take any such amendments into account in preparing their bids, MahaIT may, at its discretion, extend the last date for the submission of Bids

3.4 Right to Termination of RFP process

The MahaIT may terminate the RFP process at any time in line with relevant provisions prevalent at that time. The MahaIT makes no commitments, express or implied, that this process will result in a business transaction with anyone even after the vendor Selection is done. This RFP does not constitute an offer by the MahaIT.

3.5 Right to Vary Scope of Contract

i) MahaIT may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.

ii) If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment on mutually agreed terms shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the bidder's receipt of the MahaIT's changed order.

3.6 Bidder Registration and Instructions

- i) Bidders have to firstly register into the e-tendering portal- www.mahatenders.gov.in.
- ii) Bidders are advised to study all instructions, forms, terms, requirements and other Information in the Bid Documents carefully.
- iii) Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
- iv) The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
- v) Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by MAHAIT.

3.7 Completeness of the RFP

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

3.8 Proposal Preparation Cost

- i) The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Mahait to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- ii) This RFP does not commit the department to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of the department and may be returned at its sole discretion.

3.9 Tender Fee and Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD as mentioned in the Tender Notice which shall be paid online only on mahatenders.gov.in (ONLINE MODE only)
- ii. The bidders must make the payments towards EMD and Tender fee by taking enough margins for time lags between the online payment and settlement / realization and other Banking Procedures in the pooling account and reflection of the same in the online tend system.
- iii) EMD of disqualified Bidders will be discharged / returned as promptly as possible, but not later than 30 days after Signing of the Contract with the Successful Bidder.
- iv). No interest shall be payable on EMD, whatsoever.
- v). The EMD shall be forfeited
 - if a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time and as per the specified format.
 - During the bid I process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - During the bid process if any information found hidden/ not disclosed in the bid

3.10 Test of responsiveness and disqualification of proposal

Prior to evaluation of Proposals, MahaIT will determine whether each Proposal is responsive to the requirements of the RFP Document.

- A Proposal shall be considered responsive if:
 - It contains the information and documents as requested in the RFP Document.
 - It contains information in formats specified in the RFP Document.
 - There is no conditional bidding
 - It provides the information in reasonable detail. Reasonable Detail means that, the information can be reviewed and evaluated by MahaIT without communication with the Bidder. MahaIT reserves the right to determine whether the information has been provided in reasonable detail.

- There are no inconsistencies between the Bids and the supporting documents. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation.

A material deviation or reservation is one:

- which affects in any substantial way, the scope, quality, performance of the Project, or
 - Which limits in any substantial way, MahaIT's rights or the Bidder's obligations under the resultant Contract Agreement, or
 - which is substantially inconsistent with the RFP Document, or
- Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

Bidders' Bids shall be disqualified if Bidder:- Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements includes and not limited to the incorrect work completion certificates, work orders. In such case, EMD of the bidder shall be forfeited.

- Has failed to provide clarifications related thereto, when sought in prescribed timeline.
- Is found to include commercials in the technical bid.
- MahaIT reserves the right to reject any Bid which in its opinion is non-responsive. No request for modification or withdrawal shall be entertained. In respect of such Bids the Earnest Money Deposit may also be forfeited.
- A Conditional proposal shall not be considered. Any bid found to contain conditions attached, will be rejected and the Earnest Money Deposit shall be forfeited.
- Disqualification of bids or bidder and forfeiting of EMD due to above cited reasons will be at a sole discretion of MahaIT.

3.11 Bid Validity Period

In exceptional conditions, MahaIT may request the Bidder(s) for an extension of the period of validity of the bid. Bidders will be required to extend the validity of the bids for such 180 days period.

3.12 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids shall be written in the English language. In case of any printed literature is being submitted by the Bidder in any other language, it shall accompany an English translation of such document, and in such cases for purposes of interpretation of the bid, the English translation shall govern.

3.13 Submissions of Bids

- I. A complete set of tender documents is available at www.mahatenders.gov.in for viewing and download. All the notification & details, terms and conditions regarding this tender notice hereafter will be published online on e-tendering website <http://mahatenders.gov.in>. The guidelines to download the tender documents and online submission of bids and procedure of tender opening can be downloaded from website <https://mahatenders.gov.in>
- II. The bidder needs to submit their bids online on www.mahatenders.gov.in. The bidders are required to fill the tender online as per the timelines provided and make online payment of the Tender fee and submission of EMD through the portal without which tender will be taken as incomplete and non-responsive and shall not be considered and rejected.
- III. The bidders must make the payments towards tender fee and EMD by taking enough margin for time lags between the online payment and settlement/ realization and other Banking Procedures in the pooling account and reflection of the same in the online tender system. The tender fee shall be non-refundable.
- IV. Bidder may contact helpline support numbers mentioned on the <https://mahatenders.gov.in>.

3.14 Clarifications

To assist in the process of evaluation of Bids, the MahaIT may, at its sole discretion, ask any Bidder for clarification on its Bids. No change in the substance of the Bids would be permitted by way of such clarifications. Any such correspondence shall be in writing by Email only. No verbal clarifications will be entertained.

3.15 Modification or Withdrawal of Bids

The Bidder may modify or withdraw its Bids before last date and time of bid submission on the e-tendering website. No Bids shall be modified or withdrawn by the Bidder after the last date and time of bid submission. Withdrawal of Bids during the intervening period between the last date & time of bid submission date and expiration of the Bid Validity Period shall result in forfeiture of the EMD.

3.16 Compliant proposals/Completeness of response

i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

ii. Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidders must:

- Include all documentation specified in this tender;
- Follow the format of this tender and respond to each element in the order as set out in this tender
- Comply will all requirements as set out within this tender.

3.17 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the tender. No Deviations and Exclusions to the tender are allowed. In the absence of any specific provision in the agreement on any issue, decision by MAHAIT shall be final.

3.18 Authentication of Bids

i. The 'Bidder' as used in the RFP shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he/she shall submit a Certificate of Authority.

ii. All certificates and documents (including any clarifications sought and any subsequent correspondences) received herein, shall be signed by the authorized representative or principal officer.

iii. It is further clarified that the individual signing the RFP or other documents in connection with the RFP must certify whether he/she signs as the Constituted attorney of the firm, or Company.

iv. The authorization shall be indicated clearly by written power-of-attorney accompanying the bid

v. Any change in the authorized signatory shall be intimated to MAHAIT in advance

vi. The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.

3.19 Late Bids

i. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. MAHAIT shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained. MAHAIT reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

ii. Given that the bid submission has to be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last minute hassles, ensuring that the names/ formats of the files to be uploaded are as per the e-tendering portal requirements, using the prescribed browser for upload etc. MAHAIT shall not entertain any bids which could not be uploaded or uploaded properly in the portal for whatsoever reasons.

3.20 Taxes

The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as Goods and Services Tax, value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder needs to find out applicable taxes for the components being proposed)

3.21 Right to vary the scope of the work at the time of award

i) MAHAIT may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.

ii.) If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment on mutually agreed terms shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the bidder's receipt of the MAHAIT's changed order.

3.22 Bid Prices

i.) The Bidder shall indicate in the prescribed Proforma, the total Bid Prices of the equipment/services, it proposes to provide under the Contract.

ii.) If bid is not submitted in the required Commercial Bid Format, the bid shall be liable for rejection.

iii.) The Bidder shall prepare the bid based on the details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and

magnitude of the work and is not in any way exhaustive and guaranteed by the Purchaser. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.

3.23 Firm Prices

i). Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, MAHAIT reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

3.24 Discount

The Bidders are advised not to indicate any separate discount in the Financial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose. However, in the event of such an offer is found to be the lowest without taking into account the discount, the Purchaser shall avail such discount at the time of award of contract.

3.25 Terms and Conditions of the Tender

A contract to be signed between Mahait and the Service provider. Terms and conditions of both the contracts to be adhered by the service providers during the entire contract period.

3.26 Notifications of Award and Signing of Contract

- i. Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by email that its proposal has been accepted.
- ii. The notification of award will constitute the formation of the Contract. Upon the Bidder's executing the contract with Mahait, it will promptly notify each unsuccessful bidder and return their EMDS.

3.27 Mahait's Rights to Accept/Reject any or all Proposals

1. Mahait reserves the right to accept or reject any proposal, and to annul the bidding process and reject 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 Mahait's action.

3.28 Right to Amendment of RFP Document

i). At any time before the deadline for submission of bids, Mahait for any reason whatsoever, may modify any element of the RFP document by issuing a corrigendum which shall be notified to the bidders via the Maha tenders portal only.

ii). For the sake of interpretation, the content of any corrigenda issued by MahalIT shall be read as a part of the original bid. In each instance in which provisions of the Corrigenda contradict or are inconsistent/ inapplicable with the provisions of the RFP, the provisions of the Corrigenda shall prevail and govern, and the contradicted or inconsistent/inapplicable provisions of the RFP shall be deemed amended accordingly.

iii). MahalIT may in its sole discretion consider extension of deadline for submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

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

1. Failure of the Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

2. Any dispute arising out of or in connection with this contract, including any questions regarding its existence, validity or termination, shall be referred to the Managing Director of the Corporation, who shall be the sole arbitrator and in decision in this regards shall be final and binding

3.30 Performance Bank Guarantee (PBG)

i. Within Two (2) weeks of the receipt of Letter of Intent (LoI)/Work Order from MahalIT, the PBG of value as mentioned in the Tender Notice shall be submitted in the form of an irrevocable Bank Guarantee issued by a Nationalized or Scheduled Bank in favor of the Managing Director, Maharashtra Information Technology Corporation Limited, Mumbai, as per the format set out in as per the format in Annexure V.

ii. The PBG shall be from a Nationalized / Scheduled bank having Head Office in India.

iii. The Performance Bank Guarantee should be valid for entire duration of contract and 3 months thereafter. This Guarantee can be made on yearly renewal basis. The Successful Bidder may be asked by the MahalIT to extend the validity of PBG to ensure the Terms and Conditions of the Contract are met with and Successful Bidder is bound to accept the same.

iv. No interest shall be payable on any PBG whatsoever.

v. The Performance Bank Guarantee shall be forfeited and en-cashed either wholly or partly, inter alia, in the following cases:

vi. If the bidder fails to accept the work of a user department by citing any acceptable or non-acceptable reason.

vii. If the Successful Bidder withdraws from the project midway during the project term due to reasons not attributable to user department.

viii. If during the project term, there is any incident of gross professional negligence resulting in delayed service, or adversely affecting the quality of the work.

- ix. Any act or acts of the successful bidder which render the project un-operational and MahaIT establishes enough reasons for the same
- x. Successful Bidder defaults on any conditions(s) laid in this document, or breach SLAs or violated of any provision of the Contract Agreement.
- xi. Successful Bidder is found to have made misleading or false representation in the forms, document submission, statements and attachments submitted or attached to the bid, or, the bidder is found indulging in corrupt or fraudulent practices.

4 Evaluation Process

4.1 Evaluation of Bids

- The proposals submitted by the Bidders will be evaluated by taking the following stages of evaluation into consideration:
 - Pre-Qualification
 - Technical Evaluation: Bidder(s) who will qualify the Pre-Qualification Criteria will eligible for Technical opening and evaluation.
 - Commercial Evaluation: Only Technically qualified Bidders (scoring at least 70% in Technical Evaluation Criteria) will be eligible for commercial opening and evaluation.
- The Selection of the Bidder shall be based on Quality and Cost Based Selection (QCBS), where Technical weightage is 70% and Commercial is 30%.
 - MahaIT shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.
 - The Committee may seek inputs from their professional and technical experts in the evaluation process.
 - MahaIT reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the Technical evaluation process.
 - The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformation on their bids.
 - The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
 - During the bid evaluation, MahaIT may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. MahaIT is entitled to ask for clarifications as many times as possible from the bidders to the satisfaction of the Technical Evaluation committee.

- If the bidder fails to provide the clarification or additional information sought in the stipulated time, the information provided in the technical proposal only will be used for evaluation. It is clearly understood that the additional information or clarification on the technical proposal provided by the bidders will not be the basis for affecting any changes in the Commercial Proposal already submitted by the bidders.

4.2 Opening of Bids

1. The bids that are submitted online successfully shall be opened online as per date and time given in Proposal Bid Control Data Sheet, through e-Tendering procedure on the scheduled date.
2. Bids shall be opened either in the presence of bidders or it's duly authorized representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Two representatives per applicant shall be permitted to be present at the time of opening the tender.
3. Total transparency will be observed and ensured while opening the Proposals/Bids.
4. MahalIT reserves the rights at all times to postpone or cancel a scheduled Bid opening.
5. The steps for evaluation are as follows:

4.3 Stage 1: Pre-Qualification

1. MahalIT will examine the bids to determine whether they are complete, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the tender, will be rejected by MahalIT and shall not be included for further consideration.
2. All eligible bids will be considered for further evaluation by an Evaluation Committee according to the evaluation process defined in this Bidding document
3. Each of the Pre-Qualification condition is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
4. Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.
5. Additional Note for Pre-Qualification Criteria:
 - Any bid failing to meet any of the above eligibility criteria's shall be disqualified and will not be considered for technical evaluation.
 - Change in bidder status during bidding stage: It is bidder's responsibility to bring any change to MahalIT's notice if there is a change in the status of the bidder during bidding stage, with reference to any of the above mentioned criteria for eligibility.
 - Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.

- Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
- The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
- Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by MahaIT.

4.3.1 Pre – Qualification Criteria

The bidder must meet the following pre-qualification requirements to become eligible for the Technical & Commercial Evaluation.

Note for Document submission for PQ Criteria: Documents/Certificate from the CA should mandatorily contain Unique Document Identification Number (UDIN) number. Documents without UDIN number will not be accepted. Bidders are requested to submit the specified number of citations/CVs as required for each of the Criteria according to Maximum Marks. In case, if more than the required numbers of citations/experiences/CVs are submitted by the bidder then in such a situation only the first few required citations/experiences/CVs in sequence shall be evaluated by the TEC and a score shall be assigned to each citation. The rest of the other citations (of that category) shall be declined.

#	Pre-Qualification Criteria	Proof Document Required
1	Bid Fee and EMD	
	The bidder (a) Should have made a payment of Tender Fee (non-refundable) of the amount as mentioned in this RFP. (b) Should have submitted EMD of the amount as mentioned in this RFP. Note: Those Companies having NSIC Certificate, are allowed exemption from payment of EMD and tender fee, on submission of NSIC certificate.	Cost of tender document must be submitted through E-payment only. EMD-Online
2.	Registered Entity	
	The bidder should be: • A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2	Certificate of Incorporation / Registration under companies Act, 1956 or 2013. • PAN card. • GST certificate.

	(20) of the Indian Companies Act 2013 OR Partnerships Firm registered under the Limited Liability Partnerships (registered under LLP Act, 2008) • Registered with the GST Authorities • Company should have a valid PAN number	
3	Registration and Years of Operation	–
3.1	The bidder should be either a Government Organization / PSU / PSE / partnership firm / Pvt.Ltd/ LLP or a limited Company under Indian Laws	• Partnership firm - Certified copy of Partnership Deed. • Limited Company - Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. • Reference of Act/Notification for other eligible entities - Applicable documents
3.2	The bidder should have been in existence in India for 4 years as on 31/03/2024	• Partnership firm - Certified copy of Partnership Deed. • Limited Company - Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. • Reference of Act/Notification For other eligible entities- Applicable documents
3.3	The bidder must be CERT-In empanelled vendor for last 3 financial years and should continue to remain empanelled during the period of contract.	Proof of CERT-In empanelment for last 3 financial years
3.4	The bidder must possess ISO 9001, or ISO 27001, or ISO 20000 certification Bidder should ensure that the validity of the above certification should prevail throughout the contract duration.	Attach relevant certification(s) as proof
4	Financial Strength	
	Organization's average annual turnover in India for the last three financial years - Minimum – INR 4 Crores	Copy of audited Balance Sheet and P&L statement for the last 3 financial years.
5	Net Worth	
	The bidder should have positive net positive worth as on March	Duly certified statement from the auditor for the last 3 financial years

	31, 2024. Note: For the purpose of this criterion, net worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.	
6	Relevant Year of Experience	
6.1	The bidder should have conducted Vulnerability Assessment and Penetration Testing (VAPT & GIGW) for at least five State or Central Government Organizations/PSU/Government Banks in last 4 years.	Copy of purchase orders and Completion Certificates certified by clients.
6	Registered Office	
	The bidder should have Office [Location of Registered office/HO (not Branch office)] with in Mumbai City	If office is present, then Copies of any two of the followings to be furnished: Property Tax / Electricity / Telephone Bill / GST Registration / Lease agreement If office is not present, then self-certified declaration by the authorized signatory of the bidder should be submitted along with the proposal.
7	Government Regulation	
	The bidder should not have been blacklisted for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices during the last three years as on the date of submission of the bid by Central Government or any State Government organization / department in India	Self-declaration on the Company Letter Head by the bidder duly signed by the authorized signatory on Non – judicial stamp paper of INR 500/-
8	Income Tax returns	
	The Bidder should have valid Income Tax returns for the last three assessment years and the Bidder (not individual) should have a PAN Card	Provide documentary proof of Income Tax returns for the last three assessment years.
9	Power of Attorney	

	Power of attorney / board resolution to the authorized Signatory of the Bid
10	No-Deviation
	Self-declaration on the Company Letter Head by the bidder duly signed by the authorized signatory. Refer Format in the RFP.

4.4 Stage 2: Technical Evaluation

1. Technical bid will be evaluated only for the bidders who succeed in Stage 1 (Pre-Qualification Criteria) and will be evaluated as per the evaluation criteria in this clause. The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may invite each Bidder to make a presentation as part of the technical evaluation. The TEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents. TEC shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids. TEC reserves the right to reject any or all bids.

2. MahaIT will review the technical bids of the short-listed bidders to determine whether the technical bids are responsive. Bids that are not responsive are liable to be disqualified.

3. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in subsequent sections.

4. Each Technical Bid will be assigned a technical score (T) out of a maximum of 100 marks.

5. Only the bidders who get an Overall Technical score of 70% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

6. However, the MahaIT reserves the right to lower the minimum required marks if none of the Bidders achieve 70% of the total marks. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.

4.4.1 Technical Evaluation Criteria

Technical Evaluation of the bids would be carried as given below:

Note for Document submission for TQ Criteria: Documents/Certificate from CA should mandatorily contain Unique Document Identification Number (UDIN) number. Documents without UDIN number will not be accepted.

Bidders are requested to submit the specified number of citations/CVs as required for each of the Criteria according to Maximum Marks. In case, if more than the required numbers of citations/experiences/CVs are submitted by the bidder then in such a situation only the first few required citations/experiences/CVs in sequence shall be evaluated by the TEC and a score shall be assigned to each citation. The rest of the other citations (of that category) shall be declined.

The evaluation categories would be divided into various sub-categories, broadly as mentioned below:

Sr. No	Technical qualification Criteria for Category - A	Max Score	Documentary Evidence
1	The Bidder should have an average annual turnover of minimum INR 4 Crores over the last three financial years (FY 2021-2022, 2022-2023 and 2023-2024) from Similar Projects. 1) ≥ 4 Cr and < 5 Cr -10 Marks 2) ≥ 5 Cr and < 7 Cr -15 Marks 3) > 7 Cr and above -20 Marks	20	Audited financial statements for the last three financial years (FY 2021-2022, 2022-2023 and 2023-2024) AND Certificate from the CA/ Statutory Auditor with Unique Document Identification Number (UDIN) number.
2	Manpower & Professionals : 10 resources for Similar Project Experience –15 Marks Additional 1 mark for every additional 2 Similar Project Experience Professional. (Max. 20 Marks)	20	Attach a summary of employee count across different projects or technologies or experience level, duly certified by bidder's HR department & Signatories.

Sr. No	Technical qualification Criteria for Category - A	Max Score	Documentary Evidence
3	A Bidder should have an experience of having successfully completed Similar Projects during the last Four (04) years, ending previous day of the last date of submission of tenders in Government of India / Any State Government / PSU / Banks:- 1) If the Count / Number of Similar Projects are: (Max 20 marks) – Project value cost equal to and above INR 5.00 Lakhs. 2 Projects: 5 Marks 4 Projects: 8 Marks 6 Projects: 10 Marks 8 Project: 12 Marks 10 Project : 15 Marks 12 Project:- 18 Marks 14 Projects & above:- 20 Marks	20	Work order/ Master Service agreement / Contract clearly Highlighting the scope of work, Bill of Material and value of the Contract/order. AND Completion Certificate indicating Scope of work, bill of material and value of the contract/work issued & signed, stamped by the competent authority of the client entity on the entity's letterhead.
4	Organization Certifications:- a. ISO 27001: 2013 – 5 Marks b. ISO 9001:2015 – 5 Marks	10	Copy of the certification, the certification has to be valid as on date of submission of Bid

Sr. No	Technical qualification Criteria for Category - A	Max Score	Documentary Evidence
5	Employee / Resource Profile: (Max 20 Marks) 1. Security Auditor Software (Senior Personnel) - 5 Mark • Between 4 years to 6 years of experience - 3marks • Between 6 years to 8 years' experience -4 Marks • Greater than 10 years of experience -5 Marks 2. Security Auditor Software (Junior Personnel)– 5 Marks Between 2 years to 3 years of experience - 3marks • Between 3 years to 3.5 years' experience -4 Marks • Greater than 3.5 years to 4 years of experience -5 Marks 3. GIGW Auditor Software (Senior Personnel)- 5 Marks • Between 4 years to 6 years of experience - 3marks • Between 6 years to 8 years' experience -4 Marks • Greater than 10 years of experience -5 Marks 4. Infrastructure Auditor (Senior Personnel)- 5 Marks • Between 4 years to 6 years of experience - 3marks • Between 6 years to 8 years' experience -4 Marks • Greater than 10 years of experience -5 Marks	20	Resumes of resources working on company's payroll to be authorized by HR head of the company.

Sr. No	Technical qualification Criteria for Category - A	Max Score	Documentary Evidence
6	Technical Presentation a. Company Profile and Experience- 2 Marks b. Overall Approach and Methodology for software security, GIGW, Infrastructure- 4 Marks c. Hand holding, training and capacity building - 4 Marks	10	Copy of Technical Presentation and Presentation in front of TEC members.

Note

- Evaluation shall be done based on the information provided in the technical proposal (& subsequent clarification, if any) and Clarifications/ Answers given to the TEC during the Presentation by the bidders.
- All the profiles to be shared as part of the technical proposal in the shared formats only.
- Documentary evidence (Copy of completion/ ongoing client certificate and work order/ Contract) will be required for each project citation
 - For qualifying experience or credentials projects where the bidder has executed the project as a sub-contractor will not be considered for evaluation purposes.
- The proposed personnel/ agency may require entering into Non-disclosure agreement with MahaIT.
- The citations provided in pre-qualification criteria can be reused for technical proposal as well.

4.5 Stage 3: Commercial Evaluation

1. The commercial bids shall not be opened by MahaIT until the evaluations of Technical bids have been completed. The technically shortlisted Bidders will be informed of the date and venue of the opening of the Commercial Proposals through email or written communication
2. Prices quoted indicating total price for all the deliverables and services must be fixed and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever.
3. The Bid Prices shall be indicated in Indian Rupees (INR) only and payments shall be made to successful bidders in Indian currency only
4. The individual cost components as detailed later in the tender shall be uploaded as scanned copy in the commercial envelope. The summary of all components shall be uploaded as BOQ format in excel.

5. An adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.
6. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received.
7. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - ii. If there is a discrepancy between words and figures, the amount in words will prevail.
8. Bidder should provide all prices as per the prescribed format provided in the RFP
9. Bidders shall indicate the unit rates and total Bid Prices of the equipment/ services, it proposes to provide under the Contract. Prices should be shown separately for each item as required in the tender.
10. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
11. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
12. MahalIT shall make appropriate assumptions as mentioned below to arrive at a common bid price for all the Bidders. This however shall have no correlation with the Contract value or actual payment to be made to the Bidder.
13. The price quoted in the Commercial Proposal shall be the only payment, payable by MahalIT to the successful Bidder for completion of the contractual obligations by the successful Bidder under the contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between MahalIT and the Bidder after negotiations.
14. It is mandatory to provide break up of all taxes, duties and levies wherever applicable and/or payable. The taxes quoted in the offer should be as per the prevailing tax rates. Any subsequent increase in the tax rates or introduction of new tax will be paid by MahalIT. Similarly, any benefits arising due to downward revision in tax rates, or any exemptions availed by the Bidders organization should be passed on to MahalIT. The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go live, delivery charges and any other charges as applicable. Any other charges as applicable shall be borne by the bidder.
15. Percentage (%) of taxes etc. if any, to be claimed shall be indicated in the Price bid, otherwise it will be presumed that rates are inclusive of all taxes and no plea would be accepted in this regard after opening of the tenders and during the validity of the contract.

4.5.1 Opening of Commercial Bid

1. All bidders scoring more than 70% in the Technical criteria will be eligible for Commercial evaluation
2. MahalIT will open the Commercial Bids of only Technically Qualified Bidders, in the presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by MahalIT

4.5.2 Commercial Evaluation process

1. Any conditional bid would be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
2. Financial Score Formulation: The lowest evaluated absolute Financial quote (Fmin) will be given the maximum financial score (Fn) of 100 points. The financial scores (Fn) of the other Financial quotes will be computed as per the formula for determining the financial scores given below:-
3. $F_n = 100 \times (F_{min} / F_1)$ 4. Where, F_n = Normalized financial score for the bidder under consideration, F_1 = Absolute financial quote for the bidder under consideration, F_{min} = Minimum absolute financial quote obtained from any bidder

4.6 Final Evaluation

1. Proposals will be ranked according to the combined normalised technical (T_n) and financial (F_n) scores using the weights.
2. The combined technical and financial score = $T_n \times T + F_n \times F$ Where: $T = 0.70$, the weight given to the Technical Score; $F = 0.30$, the weight given to the Financial Score; $T + F = 1$
3. The bidder who scores the highest combined technical and financial score as detailed above will be considered for selection and award of the contract.
4. If two or more bidders have same combined technical and financial score, then the bidder with the higher financial score will be selected. Further, if two or more bidders have same financial score, then the bidder with the higher technical score will be selected.

5. Detailed Scope of Work for Security Audit

The Scope of work is mentioned for security/VAPT & GIGW audit where, the selected agency shall cover following tests (Non-exhaustive). For Web Based Application:

1. Application Security Testing
2. Penetration Testing
3. Vulnerability Testing
4. Operating System Server Controls
5. Database Server Controls
6. Network Security Review as part of Application Security
7. One Round of Re-Testing of all the above parameters after the identified risks are mitigated
8. Load Testing Application

For Desktop Based Application:

1. Test User's rights and role-authorized person should allow to login
2. Test Security of data or Information stored in application
3. Role based Security
4. Unauthorized Access
5. Improper error handling

6. Buffer Overflow
7. Denial of Services
8. Insecure Communications and Cryptographic Storage

For Mobile Applications:

1. Improper Platform usage testing
2. Testing for Insecure Data Storage
3. Testing for Insecure communication
4. Testing for Insecure authentication
5. Testing for Insufficient cryptography
6. Testing for Insecure authorization
7. Testing for client code quality
8. Testing for code tampering
9. Testing for reverse engineering
10. Testing for extraneous functionality
11. Black box and grey box testing (related to device rooting, jail breaking, etc.)

Additionally, the selected agency shall perform the testing for:

1) Identify web application security on following application security vulnerabilities (non exhaustive):

- Cross Site Scripting (XSS)
- Injection Flaws
- Malicious File Execution
- Insecure Direct Object Reference
- Cross Site Request Forgery
- Information Leakage and Improper Error Handling
- Broken Authentication and Session Management
- Insecure Cryptographic Storage
- Insecure Communications
- Failure to Restrict URL Access

2) Identify and report following threats (non-exhaustive):

- Spoofing of Identity
- Tampering with Data
- Repudiation
- Information disclosure
- Denial of Service
- Elevation of Privilege

3) Report Threat Rating Criteria (indicative):

- Damage Potential
- Reproducibility

- Exploitability
- Affected Users
- Discoverability

4) Conduct Black Box Testing with following criteria's (non-exhaustive):

- Audit Objectives
- Develop an understanding of the application
- Develop understanding how application reacts to devious input
- Develop understanding whether application contains common vulnerabilities
- Results
- Test Scripts
- Black box test result

The following resources are required to be deployed at MahaIT office/site for performing VAPT & GIGW

#	Level/Category of Resources	Years of experience	Educational Qualification (Minimum)	Deployment
1	Senior Personnel	Between 4 to 10+ years	Bachelor's degree (Relevant Field)/ Graduate (Relevant Field)	Full time deployment/As decided by MahaIT
2	Junior Personnel	Between 2 to 4+ years	Bachelor's degree (Relevant Field)/ Graduate (Relevant Field)	Full time deployment/As decided by MahaIT

5.1 Detailed Scope of Work for GIGW Audit

GIGW stands for Guidelines for Indian Government Websites, which aim to standardize and improve the quality and accessibility of government websites in India. To become a GIGW auditor, typically appointed by the Ministry of Electronics and Information Technology (MeitY) or other relevant government bodies, individuals must meet specific requirements:

Technical Expertise: Auditors should have a strong background and expertise in information Technology, particularly in web technologies, accessibility standards, and cybersecurity.

Understanding of GIGW Guidelines: In-depth knowledge of the GIGW guidelines and their application is essential. This includes familiarity with standards related to content, design, usability, and security of government websites.

Audit Experience: Experience in conducting audits of websites, especially government websites, to ensure compliance with established standards and guidelines.

Certification and Training: Some auditors may need specific certifications or training recognized by the government or relevant authorities to qualify as GIGW auditors.

Ethical Standards: Auditors must uphold high ethical standards and integrity since they handle sensitive information and have access to government systems.

Reporting and Documentation Skills: Ability to prepare detailed audit reports, document findings, and recommend corrective actions to ensure compliance with GIGW guidelines.

Communication Skills: Good communication skills are crucial for interacting with government officials, explaining audit findings, and providing guidance on improvements.

Legal and Regulatory Awareness: Understanding of relevant laws, regulations, and policies related to information technology and cyber security in the context of government websites.

Continuing Education: Keeping up-to-date with the latest developments in web technologies, accessibility standards, and cyber security practices through ongoing education and training.

Government Approval: In many cases, auditors need official approval or appointment from government authorities responsible for overseeing GIGW compliance.

These requirements ensure that GIGW auditors can effectively assess and enhance the quality, accessibility, and security of Indian government websites, contributing to better digital governance and user experience for citizens.

Additionally, the following resources are required to be deployed at MahaIT office/site for performing VAPT & GIGW

#	Level/Category of Resources	Years of experience	Educational Qualification (Minimum)	Deployment
1	Senior Personnel	Between 4 to 10+ years	Bachelor's degree (Relevant Field)/ Graduate (Relevant Field)	Full time deployment/As decided by MahaIT

Note:-

These personnel should be deployed at MahaIT office/ site/ location within 15 days of the award of contract/ LOI to the selected agency.

- All the cost for the licenses/ software/ equipment required for conducting VAPT & GIGW shall be borne by the selected agency. MahaIT will not be liable to pay any additional cost other than that mentioned in commercial format.

5.2 Detailed Scope of Work for Infrastructure Audit

Infrastructure auditors are professionals responsible for evaluating and assessing various aspects of an organization's infrastructure to ensure they meet specific standards, compliance requirements, and operational needs. Here are some key requirements typically expected from infrastructure auditors:

Technical Knowledge: A solid understanding of IT infrastructure components such as networks, servers, databases, and security systems is essential. This includes familiarity with hardware, software, and cloud-based solutions.

Audit Skills: Ability to plan, conduct, and report on audits effectively. This involves assessing risks, identifying vulnerabilities, and recommending improvements in infrastructure design and implementation.

Compliance and Standards: Knowledge of relevant regulatory requirements (e.g., GDPR, HIPAA, CERT-In) and industry standards (e.g., ISO 27001) that govern IT infrastructure security and management.

Analytical Skills: Capable of analysing complex data and information to draw meaningful conclusions regarding the effectiveness and efficiency of infrastructure systems.

Communication Skills: Clear and concise communication is crucial for documenting audit findings, presenting recommendations to stakeholders, and collaborating with IT teams to implement changes.

Problem-Solving Abilities: Being able to identify issues, propose solutions, and troubleshoot problems related to infrastructure configurations and operations.

Documentation and Reporting: Proficiency in preparing detailed audit reports that outline findings, risks, and recommendations for remediation.

Project Management: Skills in managing audit projects, including scheduling, resource allocation, and ensuring timely completion of audit activities.

Continuous Learning: Keeping up-to-date with industry trends, emerging technologies, and evolving security threats to enhance audit methodologies and practices.

Ethical Standards: Adhering to ethical guidelines and maintaining confidentiality throughout the audit process.

These requirements collectively enable infrastructure auditors to assess the resilience, security, and efficiency of an organization's IT infrastructure, thereby contributing to its overall operational integrity and compliance with regulatory standard.

Additionally, the following resources are required to be deployed at MahaIT office/site for performing VAPT & GIGW

#	Level/Category of Resources	Years of experience	Educational Qualification (Minimum)	Deployment
1	Senior Personnel	Between 4 to 10+ years	Bachelor's degree (Relevant Field)/ Graduate (Relevant Field)	Full time deployment/As decided by MahaIT

5.3 Project Deliverables

Sr. No	Deliverable	Description/ Details	Timelines
1	Vulnerability Assessment and Penetration Testing ,GIGW, Infra Activity	• Execution of Vulnerability Assessment and Penetration Testing for the identified network devices, security devices, servers, applications, websites, interfaces (part of application), mobile applications, thick/thin clients etc. as per the Scope mentioned in this RFP and Analysis of the findings and guidance for resolution of the same. • Verification of closure of critical vulnerability. • Perform compliance verification of closure of findings. • Draft VAPT & GIGW Report followed by final report. • Compliance verification (If demanded by MahaIT)	To be decided mutually by MahaIT and the selected agency
2	Vulnerability Assessment and Penetration Testing , GIGW, Infra Activity Report	Draft VAPT & GIGW Report followed by final report. • VAPT & GIGW Report should contain the following ✓ Identification of Audi tee (Address & contact information) ✓ Dates and Locations of VAPT & GIGW ✓ Terms of reference ✓ Standards followed including confirmation of testing as per International Best practices and OWASP Web/Mobile application security guidelines. ✓ Summary of audit findings including identification tests, tools used, and results of tests performed (like vulnerability	To be decided mutually by MahaIT and the selected agency

		assessment, penetration testing, application security assessment, website assessment, etc.) • Tools used and methodology employed • Positive security aspects identified List of vulnerabilities identified • Description of vulnerability • Risk rating or severity of vulnerability • Category of Risk: Very High (Critical) / High / Medium / Low • Test cases used for assessing the vulnerabilities • Illustration of the test cases • Applicable screenshots. Analysis of vulnerabilities and issues of concern ✓ Recommendations for corrective action ✓ Personnel involved in the audit	
	VAPT & GIGW Infra sub-reports	The VAPT & GIGW Report should comprise the following sub reports (non-exhaustive) • VAPT & GIGW Report – Executive Summary: The vendor should submit a report to summarize the Scope, Approach, Findings and recommendations, in a manner suitable for senior management. Selected Bidder will also detail the positive findings (No Gap found) for various tests conducted. • VAPT & GIGW Report – Core Findings along with Risk Analysis: The vendor should submit a report bringing out the core findings of the VAPT & GIGW conducted for network devices, security devices, servers and websites. • VAPT & GIGW Report – Detailed Findings/Checklists: The detailed findings of the VAPT & GIGW would be brought out in this report which will cover in detail all aspects viz. identification of vulnerabilities/threats in the systems (specific to equipment's/resources – indicating name and IP address of the equipment with Office and Department name), identifications of threat sources, identification of Risk, Identification of	To be decided mutually by Mahait and the selected agency

		inherent weaknesses, Servers/Resources affected with IP Addresses etc. Report should classify the observations into Critical /Non Critical category and asses the category of Risk Implication as Very High (Critical) /High/Medium/Low Risk based on the impact. The various checklist formats, designed and used for conducting the VAPT & GIGW activity as per the scope, should also be included in the report separately for Servers (different for different OS), application, Network equipment's, security equipment's etc. , so that they provide minimum domain wise baseline security standard /practices to achieve a reasonably secure IT environment for technologies deployed by the MahaIT. The Reports should be substantiated with the help of snap shots/evidences /documents etc. from where the observations were made. • VAPT & GIGW Report – In Depth Analysis of findings /Corrective Measures & Recommendations along with Risk Analysis: The findings of the entire VAPT & GIGW Process should be critically analysed and controls should be suggested as corrective /preventive measures for strengthening / safeguarding the IT assets of the MahaIT against existing and future threats in the short /long term. Report should contain suggestions/recommendations for improvement in the systems wherever required. If recommendations for Risk Mitigation /Removal could not be implemented as suggested, alternate solutions to be provided. Also, if the formal procedures are not in place for any activity, evaluate the process & the associated risks and give recommendations for improvement as per the best practices	
4	Audit Certificate	Audit certificate post every final VAPT & GIGW report	To be decided mutually by MahaIT and the selected agency

Note:

- The audit report provided by the agency should have details for corrective action and steps to remove identified vulnerabilities.
- The agency should provide any support required to the development team.
- Compliance review should be done after necessary changes done.
- Compliance audit should be done not only to check for removal of threat but also confirm the no vulnerabilities in the application. The Service Provider shall further provide any other required information as per the approach adopted by them and which they feel is relevant to the audit process. All the gaps, deficiencies, vulnerabilities observed shall be thoroughly discussed with respective MahaIT officials before finalization of the report. MahaIT reserves the right to ask additional information related to the VAPT & GIGW conducted and consider such information as a part of project deliverables.

6 Payment Terms and Schedule

Once a Service provider enters into a contract with the department, the payment terms will be as follows:

- All payments shall be made on monthly basis. The bidder needs to submit the monthly invoice to MahaIT.
- The Bidder's request(s) for payment shall be made to MahaIT in writing, accompanied by an invoice describing, as appropriate, services rendered/ completed, and other supporting documents including but not limited to reports. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.
- The invoices shall be submitted by the bidder at the end of every month along with Monthly Progress Reports and satisfaction certificates for that month, duly signed by concerned authorities of MahaIT.
- The invoice will be processed after approval of Monthly Progress Reports. Agency shall submit a Monthly Progress Report well in advance (7 days prior to the submission of monthly invoice)
- The Monthly Progress Report shall also list out deliverables and activities for the subsequent month after discussion with MahaIT and shall report progress on deliverables and activities decided and agreed upon in the previous month.
- All payments will be made in Indian Rupee.
- In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
- Any penalties / liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective monthly invoices.
- For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) And also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the agency.
- In case of early termination of the Contract between the MahaIT and the Selected Agency, the payment shall be made to the Selected Agency as mentioned here with

- Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and Regulations
- The Selected Agency shall provide the charges for Services provided and any Deliverables and/or system (or part thereof) including any reimbursable expenses, during the period from last payment till the date of termination.
- Service Provider incurs through termination. If MAHAIT terminates without cause, MAHAIT also agrees to pay any applicable adjustment expenses Service Provider incurs as a result of such termination (which Service Provider will take reasonable steps to mitigate).
- Mahait reserves the right to with-hold partial or complete payment against the monthly bill raised in case the deliverables (as mentioned in this RFP) are not submitted by the selected agency

7. Roles and Responsibilities of Stakeholders

7.1 Role of Mahait

The role of Mahait includes the following:

- Receive and evaluate proposals / suggestions as part of this RFP for selection of the Service Provider.
- Selection of the Agency as part of this RFP
- Overall responsibility of steering and managing the project
- Review of overall project progress (timelines), adherence to SLAs and calculation of penalties etc.
- Review of Project Deliverables and Project Feedback Report as part of this Project
- Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.

7.2 Service Provider Roles and Responsibilities

As defined in this RFP.

8 ANNEXURE I - Pre-bid queries format

Name of the Bidder: _____ Date: _____

Name of the Person(s) Representing the Bidder

Sr. No.	Name of the Person	Designation	Email ID	Contact No.

Sr. No.	RFP Page Number	Clause (Tender Ref.)	Query / Suggestion / Clarification
1.			

9 Annexure II: Instructions for Pre-Qualification Bid

9.1 Pre-Qualification Cover Letter

Date: dd/mm/yyyy

To Managing Director,
MahaIT Corporation
3rd Floor, APEEJAY House,
Near KC College,
Church gate, Mumbai - 32

Sub: "<Insert RFP Title>"

Ref: Tender No.: Tender No. <Insert Tender No.>Dated<Insert Tender Date in DD/MM/YYYY>

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Appointment of Service Provider for the Project "<Insert RFP Title>".

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MahaIT, Govt. of Maharashtra, 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 department in its short-listing process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 90 days from the date fixed for bid opening.

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)

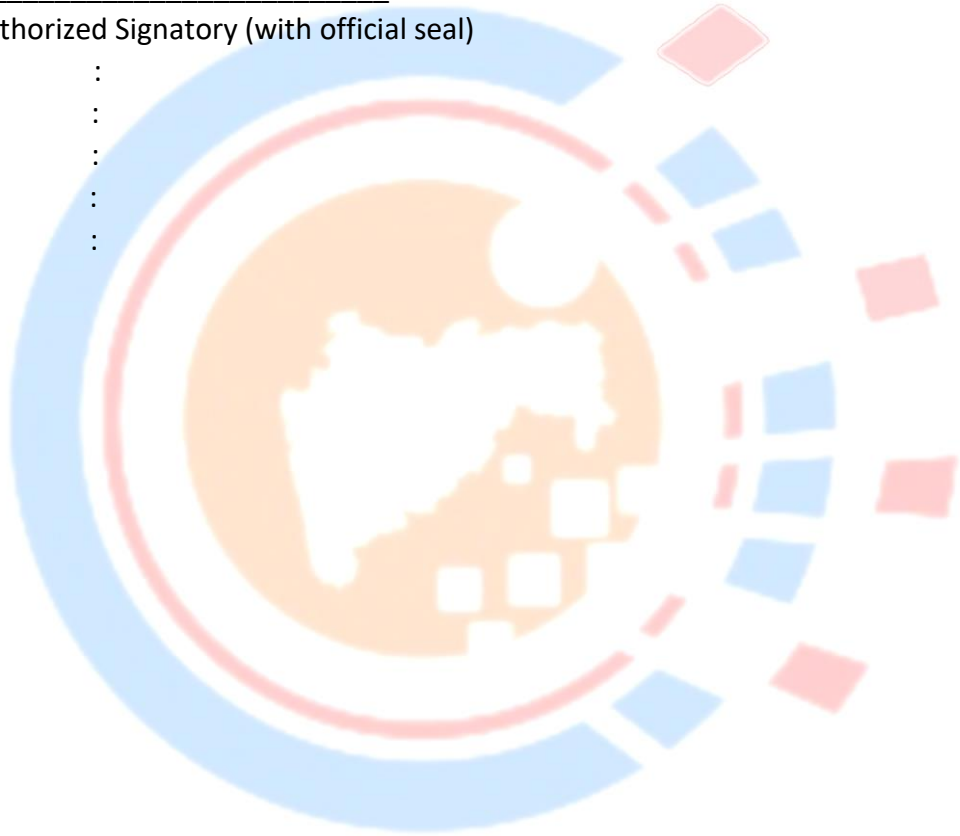
Name :

Designation :

Address :

Telephone :

E-mail address :



MahaIT

IMAGINE. INVENT. INSPIRE

9.2 Format to share Bidder's Particulars

Sr. No.	Particulars	Response from the Applicant
1	Name of the Firm	
2	The bidder should be either a Government Organization / PSU / PSE / partnership firm / LLP or a limited Company under Indian Laws or / and an autonomous Institution approved by GoI / RBI promoted	
3	The bidder must be CERT-In empanelled vendor for last 3 financial years and should continue to remain empanelled during the period of contract	
4	The bidder must possess ISO 9001, or ISO 27001, or ISO 20000 certification	
	GST Registration No	
	Permanent Account Number (PAN)	
5	Telephone/ Cell numbers and E-mail addresses for communication	
6	a. Details of continuous experience of at least 10 years in Projects involving "Vulnerability Assessment and Penetration Testing" for Government (State / Central) / PSUs / Statutory bodies or Authorities State/Central Government, Statutory bodies or authorities. b. The Bidder should have at least 10 company secretary assignments (completed/ongoing) for Maharashtra State Government/Autonomous bodies/ Government institutions or departments / PSUs in the last 5 years as on date of submission of bids	
7	The bidder should have positive net positive worth as on March 31, 2024	
8	No. of full-time employees (having VAPT & GIGW experience of at least 4 years)	
9	Gross Turnover of the firm (from professional services, not investments) in last 3 Financial Years	
10	Whether blacklisted or declared ineligible by any State/Central Govt entity or RBI	

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

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
E-mail		

The format to be used for the Bidder.

9.3 Format to share Project Details for PQ Criteria

<<Insert PQ criteria>>	
<<Indicate the PQ Description>>	
Name of the Project	
Client for which the project was executed	
Name and contact details of the client	
Project Location in India	
Duration of the project (no. of months, start date, completion date, current status)	
Start Date	
End Date	
Total cost of the services provided by the bidder	
Total Project Value realised (in case of ongoing assignments)	
Description of the project	
Scope of work of the Bidder	
Deliverables of the Bidder	
Indicate the Page Number where the Project Value is Mentioned in the Work order / Purchase order / Contract for the project	
Other Details	
Other Relevant Information	
Mandatory Supporting Documents: Work order / Purchase order / Contract for the project Client Certificate giving present status of the project and view of the quality of services by the bidder	

Note: The Bidder is required to use above format for all the projects referenced by the bidder for the pre-qualification criteria and technical bid evaluation.

9.4 Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the 500 rupees stamp paper with notary)

Date: dd/mm/yyyy

To Managing Director,
MahaIT Corporation 3rd Floor,
APEEJAY House, Near KC College,
Church gate, Mumbai – 51

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

Dear Sir, I/We, the undersigned, herewith declare that my/our company (<-- name of the firm -->) has not been debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid.

Thanking you,
Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone :

E-mail address :

9.5 Format for Statement of Deviation from the RFP Requirements

To

Managing Director,

MahaIT Corporation

3rd Floor, APEEJAY House,

Near KC College, Church gate, Mumbai - 51

Sub : "<<Insert RFP Title>>

Ref : Tender No: <<Insert Tender No.> Dated

Dear Sir,

I would like to herewith state that in the proposal submitted by M/s. -----, there are no deviations from the RFP Requirements / Terms & Conditions. The entire work shall be performed as per the project requirements. OR (Strike out whatever is not applicable) I would like to herewith state that in the proposal submitted by M/s. -----, following is the exhaustive list of deviations and variations from the RFP requirement. Except for these deviations and variations, the entire work shall be performed as per your specifications and requirements mentioned in the RFP

Sr. No.	Reference of RFP Clause No.	Reference of RFP Page. No	Deviation in the Bid	Brief Reasons

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

10 Annexure III: Formats for Technical Bid

10.1 Format to share Project Details for TQ Criteria

<<Insert TQ criteria>>	
<<Indicate the TQ Description>>	
Name of the Project	
Client for which the project was executed	
Name and contact details of the client	
Project Location in India	
Duration of the project (no. of months, start date, completion date, current status)	
Start Date	
End Date	
Total cost of the project	
Total Project Value realised (in case of ongoing assignments)	
Description of the project	
Scope of work of the Bidder	
Deliverables of the Bidder	
Indicate the Page Number where the Project Value is Mentioned in the Work order / Purchase order / Contract for the project	
Other Details	
Other Relevant Information	
Mandatory Supporting Documents: Work order / Purchase order / Contract for the project Client Certificate giving present status of the project and view of the quality of services by the bidder	

Note: The Bidder is required to use above format for all the projects referenced by the bidder for the pre-qualification criteria and technical bid evaluation

10.2 Format for sharing Manpower details

10.2.1 Details of Manpower Resources Proposed

#	Name of the Resource	Proposed Role	Highest Qualification	Professional Certifications	Total Experience (in years)	Total Relevant Experience for the proposed position (in years)

10.2.2 CV of the key manpower proposed to be submitted in following format

<Proposed Work>		
1	Name of the Proposed Resource	
2	FCS/CS (Year of Certification)	
3	Current Designation in the Organisation	
4	Years of Association with the Organization	
5	Total No. of Years of Work Experience	
6	Education	Degree / Diploma, College, University, Year of Passing Degree / Diploma, College, University, Year of Passing
7	Summary of Key Training and Certifications	

8	Total Years of Experience in providing company secretary services		
9	Total number of Maharashtra State Experience		
10	Details of Project Experience with	Name of assignment or project:	
11	Government of India (Central/State)	Year:	
		Location	
		Client	
		Main project features	
		Positions held:	
		Activities performed:	
12	Relevant Experience with Government of Maharashtra	Name of assignment or project:	
		Year:	
		Location:	
		Client:	
		Activities performed:	
13	Employment Record (For the total relevant experience)	From / To:	
		Employer:	
		Position Held:	
		From / To:	
		Employer:	
		Position Held:	
		From / To:	
		Employer:	
		Position Held	

11 Annexure IV: Commercial Proposal Formats

11.1 Commercial Proposal Cover Letter

Date: dd/mm/yyyy

To

Managing Director,

MahaIT Corporation

3 rd Floor, APEEJAY House,

Near KC College, Churchgate, Mumbai - 51

Sub:

Ref: Tender No.:

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "do hereby propose to provide services as specified in the RFP referred above.

1. Price and Validity

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders.
- We hereby confirm that our Tender prices include all applicable taxes.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax is altered under the law, we shall pay the same.

2. Unit Rates

We have indicated in the relevant schedules enclosed, the unit rates 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.

3. Deviations

We declare that all the services shall be performed strictly in accordance with the RFP documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid. Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, shall not be given effect to.

4. Qualifying Data

4. 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.

5. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the RFP document. These prices are indicated in the subsequent sub-sections of this Section.

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

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

Yours faithfully,

Signature of the Authorised Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address

11.2 Commercial Proposal Format

The Bidder has to quote the man month rate in the BoQ Excel Sheet available online with this RFP. Details to be filled up for price bid are as follows:

Sr. No	Resources	Manpower Rate/Month (A)	No.of Months (B)	Total Cost (C)=A*B	Taxes (D)	Total X= (C+D)
1	Security Auditor(Senior Personnel) software		36			X1
2	Security Auditor(Junior Personnel) Software		36			X2
3	GIGW Auditor(Senior Personnel) Software		36			X3
4	Infrastructure Auditor(Senior Personnel)		36			X4
Total(X)=X1+X2+X3+X4						

Note:

- For the purpose of commercial bid evaluation, bid value across each line item will be considered. Each line item is mutually exclusive and evaluation will be done for each line item separately.
- The Total Bid Value should be inclusive of all other cost and OPEs. No other expenses will be reimbursed by MahaIT.
- The Total Bid Value should be inclusive of all taxes and GST
- All the prices are to be entered in Indian Rupees only
- BOQ in the macro enabled excel format available on the Maha tenders portal which needs to be filled while submitting the proposal.
- MahaIT shall take into account all Taxes, Duties & Levies for the purpose of Evaluation.
- During the payment stage, department reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated

Place:

Date:

Seal & Signature of the Bidder

12 ANNEXURE V - Performance Bank Guarantee Format

(FOR SECURITY DEPOSIT)

Ref. No.: Date: Bank Guarantee No.:

To: Maharashtra Information Technology Corporation Limited

514, 5th Floor, Annex building, Mantralaya

Madam Cama Marg, Mumbai 400 032

Against Letter of Intent number _____ dated _____ relating to Tender No. << >> for the project "Selection of Agency for Providing Legal Service for Period of 1 Year for Government of Maharashtra." (herein after referred as 'LOI') and the contract to be executed between the Maharashtra Information Technology Corporation Limited, Government of Maharashtra (hereinafter referred as "MahaIT") and _____ (hereinafter called the "Successful Bidder"), this is to certify that at the request of the Successful Bidder we _____ Bank, and having one of the branches at _____ (hereinafter called the "Bank") are holding in trust in favour of MahaIT, the amount of Rs. _____ (write the sum here in words) to indemnify and keep indemnified the MahaIT against any loss or damage that may be caused to or suffered by the MahaIT by reason of any breach by the Successful Bidder of any of the terms and conditions of the contract that will be entered subsequently and / or in the performance thereof. We agree that the decision of MahaIT, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Successful Bidder and the amount of loss or damage that has been caused or suffered by MahaIT shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to MahaIT.

We _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract by the Successful Bidder i.e. till _____ (write a date which is 1 years from the date of singing of contract - hereinafter called the said date) and that if any claim accrues or arises against us _____ Bank, by virtue of this guarantee before the said date, the same shall be enforceable against us _____

Bank, notwithstanding the fact that the notice of any such claim is given to us _____ Bank, by MahaIT either before the said date or within the enforcement period of six months thereafter. Payment under this letter of guarantee shall be made promptly, within one month of our receipt of notice to that effect from MahaIT.

It is fully understood that this guarantee is effective from the date of the said LoI and that we _____ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of MahaIT.

We undertake to pay to MahalIT any money so demanded notwithstanding any dispute or disputes raised by the Successful Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal without any demur, reservation, recourse, contest or protest and without any reference to the Successful Bidder or any other person. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

We _____ Bank, further agree that MahalIT shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Successful Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by MahalIT against the said Successful Bidder and to forebear or enforce any of the terms and conditions relating to the said contract

and we, _____ Bank, shall not be released from liability of MahalIT under this guarantee by reason of any such variation or extension being granted to the said Successful Bidder or for any forbearance by MahalIT to the said Successful Bidder or for any forbearance and or omission on the part of MahalIT or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee. This guarantee will not be discharged due to the change in the constitution of the Bank or the Successful Bidder or any absorption, merger or amalgamation of the Bank or the Successful Bidder with any other person.

Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only). The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signature of Authorized Signatory (with official seal) Date:

Place :

Name :

Designation:

Address:

Telephone & Fax:

E-mail address:

Signature of Witness 1

Signature of Witness 2

Name: _____

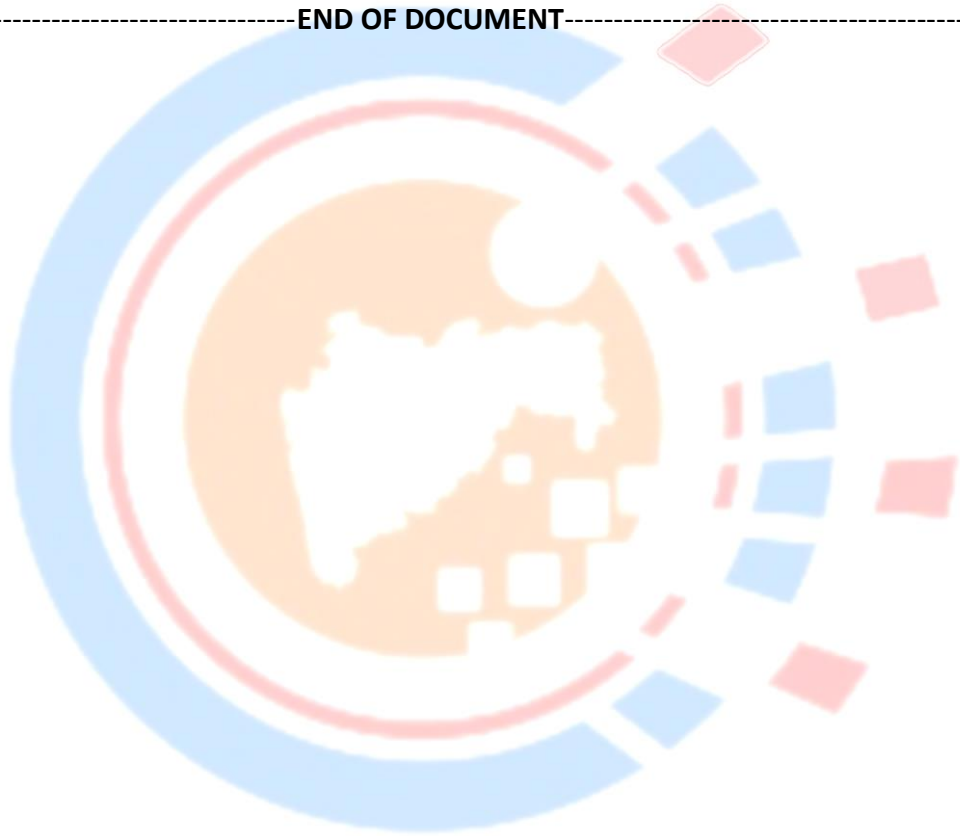
Name: _____

(Bank Seal)

[13 Annexure VII: Draft Master Service Agreement \(MSA\)](#)

The Draft Master Service Agreement will be shared with the Successful Bidders.

-----**END OF DOCUMENT**-----



MahaIT
IMAGINE. INVENT. INSPIRE