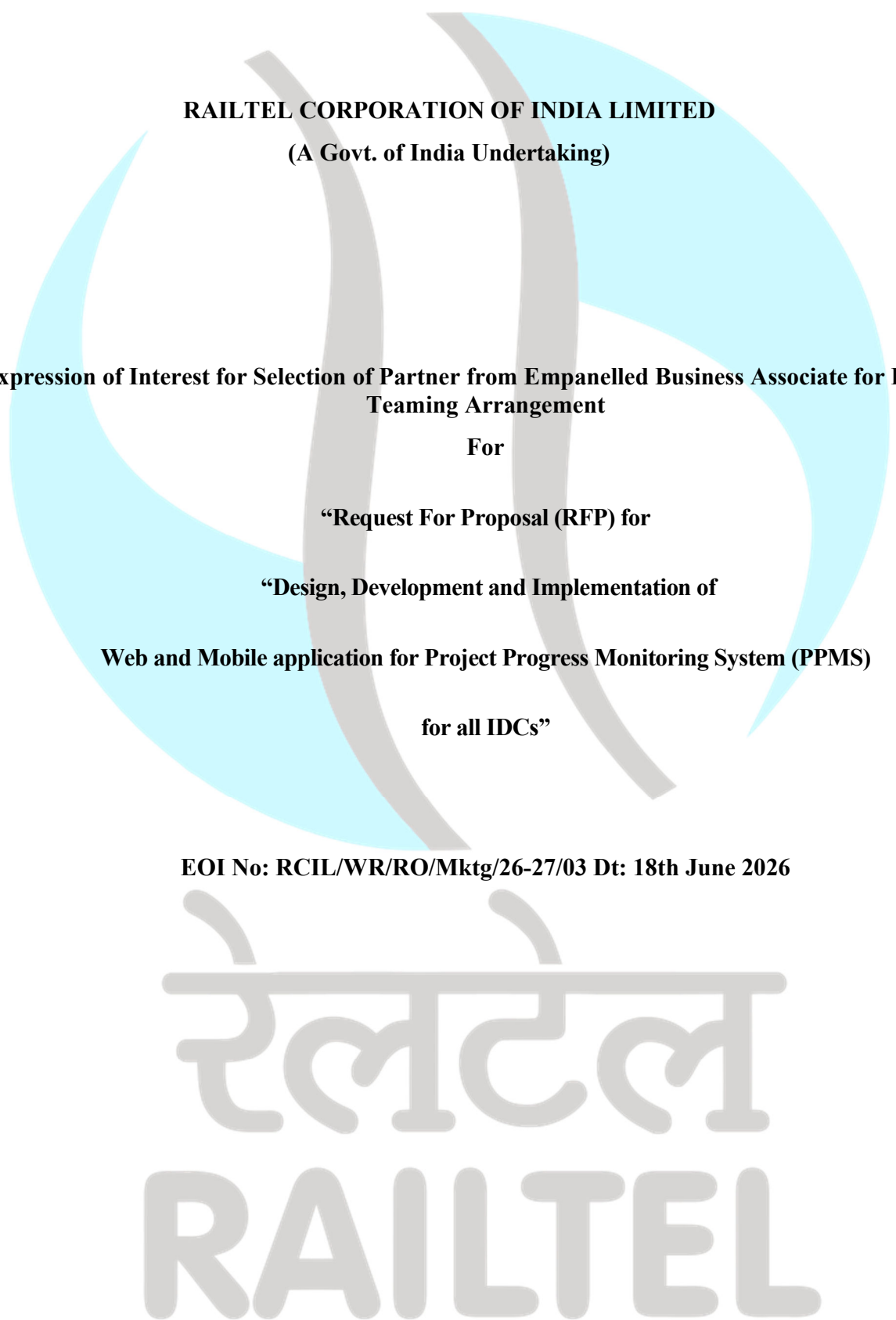




**RAILTEL CORPORATION OF INDIA LIMITED**  
**(A Govt. of India Undertaking)**

**Expression of Interest for Selection of Partner from Empanelled Business Associate for Exclusive  
Teaming Arrangement**  
**For**  
**“Request For Proposal (RFP) for**  
**“Design, Development and Implementation of**  
**Web and Mobile application for Project Progress Monitoring System (PPMS)**  
**for all IDCs”**

**EOI No: RCIL/WR/RO/Mktg/26-27/03 Dt: 18th June 2026**

**रेलटेल**  
**RAILTEL**

**EOI NOTICE**  
**RailTel Corporation of India Ltd,**  
**Western Railway Microwave Complex, Senapati Bapat Marg,**  
**Mahalaxmi, Mumbai – 400013**

**EOI Notice No: RCIL/WR/RO/Mktg/26-27/03 Dt: 18th June 2026**

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners for Exclusive Pre Bid Arrangement For “Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs” **and any other addendums/ corrigendum’s/ documents contained within and related to the same.**

The details are as under:

|    |                                                                      |                                                                                                             |
|----|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1  | Last date for submission of Technical Packet against EOIs by bidders | 23 <sup>rd</sup> June 2026 12:00 hrs                                                                        |
| 2  | Opening of Technical Bid of EOIs                                     | 23 <sup>rd</sup> June 2026 12:00 hrs                                                                        |
| 4  | EOI fees inclusive tax (Non-refundable)                              | Rs. 2,360/- (INR Two Thousand Three Hundred and Sixty only) (Non-Refundable in the form of Online transfer) |
| 5  | EMD for Pre-Bid Arrangement                                          | Rs 23,05,000/- (INR Twenty Three Lakhs and Five Thousand only)                                              |
| 6. | Advertised Value                                                     | Rs. 4.61 Cr (Excluding GST)                                                                                 |
| 7. | No. Of Packets                                                       | 1                                                                                                           |

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer only. Partner needs to share the online payment transfer details like UTR No, date of payment.

RailTel Bank Details: Union Bank of India, Account No. 317801010036605, IFSC Code - UBIN0531782.

Eligible Business Associates are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

**1. Level 1**

**Contact Name:** Mr. Piyush Shinde

**Designation:** Assistant Manager/ Marketing

**E-Mail Address:** [piyush.shinde@railtelindia.com](mailto:piyush.shinde@railtelindia.com)

**Mobile No:** +91- 9730290670

**Level 2**

**Contact Name:** Sh. Viplov Nath Mishra

**Designation:** Senior Deputy General Manager/ Marketing

**E-Mail Address:** [viplovnmishra@railtelindia.com](mailto:viplovnmishra@railtelindia.com)

**Mobile No:** +91- 90044 44124

**Note:**

1. Empanelled partners are required to submit soft copy of technical & price packet through an e-mail at [eoι.wr@railtelindia.com](mailto:eoι.wr@railtelindia.com) duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empanelled Partners of RailTel only. The Empanelled partner has to submit its valid empanelment Letter of Intent along with his Bid.**
3. All the documents must be submitted with **proper indexing** and **page no.**
4. This is an **exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP.** Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
5. Partner has to submit their response as an individual organization.
6. **Transfer and Sub-letting.** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof without the prior written approval from RailTel.
7. All Bidders to sign and stamp RailTel's EOI and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.
8. Any changes made by RailTel's end customer in enquiry up to the last date of submission of the said tender by RailTel will be unquestionably & without any objection accommodated by the Bidders in their Technical & Price offer submitted against this EoI. Changes include all the technical, financial, format changes and any other changes as applicable and deemed applicable by RailTel.

### 1. As Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Navratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

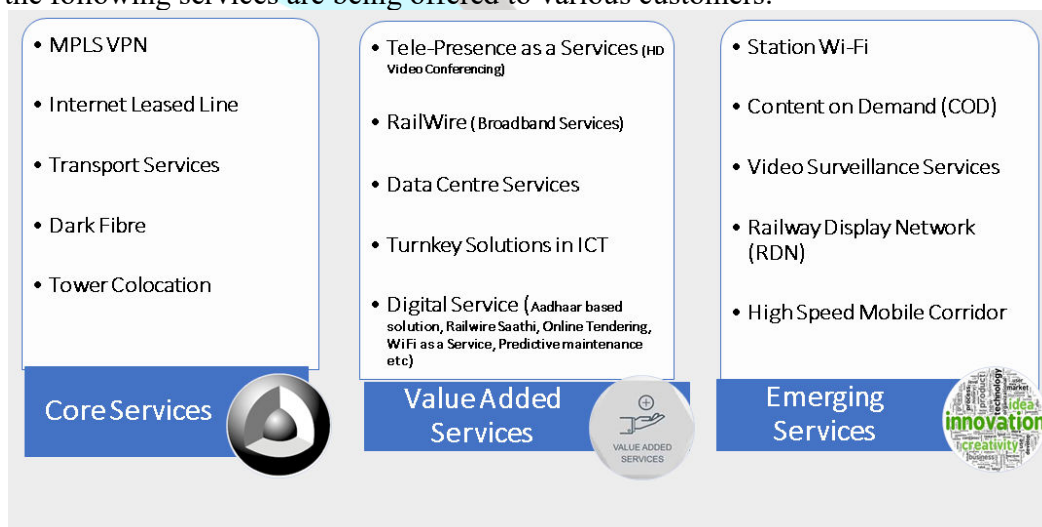
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

#### Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



#### a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India

using state of the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**b) Enterprise Services**

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

**c) DATA CENTER**

- Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications
- Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

**d) National Long Distance:**

Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**e) High-Definition Video Conference:**

RailTel has unique service model of providing high -definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end

seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

**f) Retail Services – RailWire**

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,68,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

**2. Project Background and Objective of EOI**

RailTel intends to submit commercial quotation to its end customer organization for 'Providing Ancillary Security Services during Examinations Conducted by MPSC as per Scope of Work enclosed.

RailTel invites EOIs from RailTel's Empanelled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empanelled partner is expected to have excellent execution capability and good understanding customer local environment.

**3. Scope of Work**

The scope of work will be as mentioned in the end Customer Organization's Request For Proposal (RFP) for "Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs" as per Scope of Work enclosed and any other addendums/ corrigendum's/ documents contained within and related to the same uploaded up to the last date of submission of the aforesaid tender.

The broad scope of work is mentioned in end customer enquiry enclosed along with its latest amendments and clarifications.



In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the tender/RFP and corrigendum/addendum released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum, and corrigendum, associated prime service agreement PSA/MSA/SLA also included.)

Business associates can participate as a sole bidder. Bidder/s must be RailTel's empanelled partner/s and will be responsible for all the conditions mentioned in this and the end customer RFP

**Special Note: RailTel has floated the EOI for rate discovery and identifying the BA to support RailTel for timely execution of the work. RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.**

#### **4. Response to EOI guidelines**

##### **4.1 Language of Proposals**

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

##### **4.2 RailTel's Right to Accept/Reject responses**

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

##### **4.3 EOI response Document**

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

##### **4.4 Period of Validity of bids and Bid Currency**

Bids shall remain valid for a period of 180 days from the date of Bid submission issued by the end Customer organization for which bid is given to be submitted.

##### **4.5 Bid Earnest Money (EMD)**

**4.5.1** The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI/Token EMD.

**4.5.2** Offers not accompanied with valid Token Earnest Money Deposit shall be summarily rejected.

**4.5.3** In case if offer is selected for bidding, the partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid or as per

RailTel policy as applicable) for the bid to RailTel in the form of Online Transfer/BG/combination of both. The selected Business Associate shall have to submit EMD before submission of bid to end customer as applicable.

**4.5.4 Return of EMD for unsuccessful Business Associates:** EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

**4.5.5 Return of EMD for successful Business Associate:** EOI-EMD & Earnest Money Deposit (balance proportionate EMD) and Integrity Pact BG of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the end Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.6) from Business Associate whichever is later.

**4.5.6 Forfeiture of EOI EMD or EOI EMD & balance EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:**

**4.5.6.1** The EOI EMD will be forfeited if the Balance EMD is not paid before RailTel's bid submission in end customers Tender

**4.5.6.2** The 20% of EOI EMD may be forfeited, or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

**4.5.6.3** In case of non-submission of SD/PBG (as per clause no. 4.6) lead to forfeiture of EOI EMD.

**4.5.6.4** Having participated with another party/directly/through consortium apart from RailTel in RailTel's end customer Tender

#### **4.6 Security Deposit / Performance Bank Guarantee (PBG)**

**4.6.1** In case the bid is successful, the PBG will have to be submitted to RailTel on back-to-back basis.

**4.6.2** As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate. (If applicable)

#### **4.7 Last date & time for Submission of EOI response**

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

#### **4.8 Modification and/or Withdrawal of EOI response**

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such

Business Associate shall be deemed as foreclosed.

#### **4.9 Details of Financial bid for the above referred tender**

Business Associate meeting eligibility criteria and lowest price will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

In case if there are Two or more Business Associate meeting eligibility criteria and quoting same price, then negotiation will be conducted within these Sole partner in the second stage for the given scope of the work and Sole bidder with overall lowest (L1) offer will be selected for exclusive pre bid arrangement for optimizing technical and commercial solution.

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

Also it may be noted that RailTel may choose multiple BAs for final bidding depending upon the lowest offer received so that a winning bid can be put forth.

The BA's will have to encompass RailTel margin over all components of the Price in end customer Tender/RFP.

Any Changes in the end customer Tender after the last date of submission of RailTel EoI shall be unquestionably & without any objection accommodated by the BA/BAs in their Technical & Price offer submitted against this EoI.

#### **4.10 Clarification of EOI Response**

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

#### **4.11 Period of Association/Validity of Agreement**

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions.



## 5. Eligibility Criteria for Bidding Business Partner of RailTel

| S No      | Particulars                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Criteria for Tender Package                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | (Mandatory Compliance & Document Submission)                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>A)</b> | <b>Financial Conditions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>1.</b> | Partner must be an empanelled partner of RailTel.<br>Organization should be in existence in India for at least the last 3 years as on date of submission of the bid.                                                                                                                                                                                                                                                                                                                                                                                                                             | (1) Copy of Certificate of Incorporation/Registration under companies act 1956 /2013 OR Partnership Deed duly registered under partnership act OR LLP firm registration certificate, OR Proprietor as applicable/ Udyam Registration<br>(2) Copy of valid GST certificate with GST registration number<br>(3) Copy of valid PAN Card<br>(4) BA Empanelment letter issued by RailTel<br>Note: If the partner has undergone any name change a certificate proving the |
| <b>2.</b> | Partner should have Cumulative turnover of INR 7 Cr during the last 3 years, ending 31st March (FY 2022-23 To FY2024-25) or (FY 2023-24 To FY2025-26)                                                                                                                                                                                                                                                                                                                                                                                                                                            | Copy of the audited Balance Sheet and Profit and Loss Statement of the company. OR Turnover Certificate from the statutory auditor /chartered accountant with valid UDIN No.<br>Note: If the Audited Balance Sheet for FY 2025–26 is not available, the turnover figures for FY 2025–26 may be submitted from the Provisional Audited Balance Sheet, duly supported by a CA Certificate bearing UDIN                                                                |
| <b>3.</b> | Partner should have a positive net worth in the last year (FY2025-26) or (FY2024-25)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Certificate from the statutory auditor /chartered accountant with valid UDIN No.<br>Note: If the Audited Balance Sheet for FY 2025–26 is not available, the Net worth figures for FY 2025–26 may be submitted from the Provisional Audited Balance Sheet, duly supported by a CA Certificate bearing UDIN.                                                                                                                                                          |
| <b>4.</b> | The Partner must have completed/ongoing similar nature of work during last 3 (three) years ending Bid submission date as per following capacity for any Central / State Government Organization / Public Sector Unit (PSU)/Private Entity/organization in India.<br>1. One Similar work, each costing not less than the amount equal to 50% of the advertised value of the EOI.<br>OR<br>2. Two Similar works, each costing not less than the amount equal to 30% of the advertised value of the EOI.<br>OR<br>3. Three Similar works, each costing not less than the amount equal to 25% of the | The Partner shall furnish Work order/ Purchase order /LOA issued by customer.<br><br>Note: In cases where the total project value is not explicitly mentioned in the Work Order and the project is ongoing, the Business Associate shall submit a Chartered Accountant (CA) certified UDIN certificate confirming the project value / Invoice value billed as on the EOI submission due date.                                                                       |

|           |                                                                                                                                                                                                                                                                                                                        |                                                                                                                               |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|           | <p>advertised value of the EOI</p> <p>Similar Work means:<br/>Development/Implementation/Maintenance/<br/>Digital Scanning of any IT/ITES/ICT/E-<br/>governance / Web-based solutions for any<br/>Central / State Government Organization /<br/>Public Sector Unit (PSU)/Private<br/>Entity/Organization in India.</p> |                                                                                                                               |
| <b>5.</b> | <p>The bidder must possess any one of the following valid certifications, which shall have been issued as on day of bidding :</p> <p>(1)ISO 9001<br/>(2)ISO 27001<br/>(3)CMMI 3</p>                                                                                                                                    | Copy of valid certificates as on date of submission of bid and duly Signed and stamped by Authorized Signatory of bidder      |
| <b>6.</b> | <p>The Partner should not be blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.</p>                                                                                                                                                                           | Declaration from the partner on company letter head in the prescribed format provided duly signed by the authorized signatory |

## 6. Bidder's Profile

The bidder shall provide the information in the below table:

| S. No. | ITEM                                                                                                                                                                                        | Details |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Full name of bidder's firm                                                                                                                                                                  |         |
| 2.     | Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office                                                  |         |
| 3.     | Name, designation and full address of the Chief Executive Officer/Director of the bidder's organization as a whole, including contact numbers and email Address                             |         |
| 4.     | Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender                                                                     |         |
| 5.     | Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address |         |
| 6.     | Bank Details (Bank Branch Name, IFSC Code, Account number)                                                                                                                                  |         |
| 7.     | PAN, GST, TAN Registration numbers                                                                                                                                                          |         |

## 7. Evaluation Criteria

**7.1** The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.

**7.2** The Business Associate qualifying the Eligibility criteria will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

**7.3** In case if there are two or more Sole Bidders meeting eligibility criteria then the price bids will be sought from these Sole Bidder in the second stage for the given scope of the work and Sole Bidder with overall lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution.

**7.4** RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.

**7.6** All General requirements mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

## **8. Withdrawal of Bids**

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

## **9 Evaluation Process**

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

## **10 Performance Bank Guarantee**

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG)/Fixed Deposit Receipt (FDR) /Demand Draft (DD) from nationalized banks or scheduled banks excluding Co-operative banks as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 25 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 25 days and up to 50 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 50 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non-submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post

the contract period plus three months (expected PBG validity date) are over after deducting any applicable deductions (e.g.: Poor service, etc).

This Performance Bank Guarantee will be on back to back basis for an amount specified in RailTel's end customers tender. All charges whatsoever such as premium, commission, stamp duties etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the Contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30 days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

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

## **11 Rights to Terminate the Process**

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

## **12. Payment terms**

- 12.1 RailTel shall make payment to selected Business Associate after receiving payment from the End Customer for the agreed scope of work on back to back basis. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

12.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.

12.3 The Payments received from end customer will be disbursed Scope wise to the selected BA.

12.4 Payments to selected BAs will be in Arrears only

### **13 SLA/Penalty/LD**

The selected bidder will be required to adhere to the SLA/Penalty/LD matrix as defined in the end Customer organization tender for his scope of work and the SLA/Penalty/LD breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA/Penalty/LD scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA/Penalty/LD breach which is attributable to Partner and will be passed on to the Partner proportionately based on its scope of work.

### **14 Duration of the Contract Period**

The contract shall remain in force for a minimum period of 1 year from the Commercial Operation Date (COD) which will be back to back as per end customer tender. The effective date will be the day when the Condition Precedents are met. After 1 year, RailTel may extend the agreement as per its end customers' requirements and performance.

#### **Note:**

- 1. Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid**
- 2. All Documents and requirements like EMD, Tender Fees, PBG, Contract Agreement to be shared/executed Back-to-Back as per the end customer RFP/Tender with Tender. In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/ MSA/ SLA also included.)**
- 3. All clauses such as cost involved, payment term, validity, lock in period, etc will be back to back as per customer tender**
- 4. All required MAFs and other OEM related documents along with end customer consortium partner related documents like Integrity pact, Manpower CVs, etc which are mandatory in RailTel's end customer tender is to be arranged by Selected Bidders before RailTel's submission of Bid in end customer tender.**

**Annexure 1: COVERING LETTER (To be submitted on Letter head)**

EoI Reference No: \_\_\_\_\_ Date: \_\_\_\_\_

To  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

**SUB:** Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number \_ Dt. \_\_\_\_\_ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

We hereby Submit EMD amount of Rs. \_\_\_\_\_ issued vide \_\_\_\_\_ from Bank \_\_\_\_\_.

**Authorized Signatory Name:**

**Designation:**

**Contact No:**

**E-Mail Address:**

**Signature:**

**Seal of the Organization:**

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## **Annexure 2: Self-Certificate & Undertaking**

### **Self-Certificate (To be submitted on company letter head)**

EOI Reference No: \_\_\_\_\_ Date: \_\_\_\_\_

To  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

**Sub:** Self Certificate for Tender, Technical, Commercial & other compliances

1. Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
2. We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole bidder fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner bidder.
3. We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
4. We hereby agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.(If Required)
5. We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
6. We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
7. We understand and agree that RailTel is intending to select a sole bidder who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.

8. We hereby agree to submit that in case of being selected by RailTel as sole bidder for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
9. We hereby undertake to sign Pre-Bid Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 500/- in the prescribed Format.
10. We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

**Authorized Signatory Name:**

**Designation:**

**Signature:**

**Seal of the Organization:**



### **Annexure 3: Undertaking for not being Blacklisted/Debarred**

EoI Reference No: \_\_\_\_\_ Date: \_\_\_\_\_

To  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

**Subject:** Undertaking for not being Blacklisted/Debarred

We, <Company Name>, having its registered office at <Address> hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

**Authorized Signatory Name:**

**Designation:**

**Signature:**

**Seal of the Organization:**

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#### **Annexure 4: Format of Affidavit**

##### **FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER ALONGWITH THE EOI DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 500/-. The paper has to be in the name of the BA) \*\*

I..... (Name and designation) \* appointed as the attorney/authorized signatory of the BA (including its constituents),

M/s \_\_\_\_\_ (hereinafter called the BA) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No. \_\_\_\_\_ Dt. \_\_\_\_\_ of (RailTel Corporation of India Ltd), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website [www.railtelindia.com](http://www.railtelindia.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA) \* and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

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DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE ADVOCATE

**Place:**

**Dated:**

**\*\*The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by BA. Attestation before Magistrate/ Notary Public.**

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## **Annexure 5: Draft Non-Disclosure Agreement**

(To be submitted on a Rs. 500 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between \_\_\_\_\_ (“Department”) and \_\_\_\_\_ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_ and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

### **1. Definitions. As used herein:**

- a. The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

### **2. Protection of Confidential Information:** With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
  - c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
  - d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or  
(ii) the request of the other party therefore.
  - f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
- 3. Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
- 4. Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b. After it has become generally available to the public without breach of this Agreement by Company; or
  - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d. Which Department agrees in writing is free of such restrictions.
  - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

- 5. Remedies.** Company acknowledges that
- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
  - (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
  - (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
- 6. Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
- 7. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 8. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 9. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 10. Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
- a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
  - b. The place of arbitration shall be Mumbai.
  - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d. The proceedings of arbitration shall be conducted in English language.
  - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
- 11. Governing Law.** This Agreement shall be interpreted in accordance with and governed by

the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.

- 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
- 19. Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to \_\_\_\_years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

For Company

Name:

Title:

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

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**Annexure 6: Complete EoI Examination & Nil Deviation Certificate--**  
(To be submitted by Bidder)

To  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Complete EoI Examination & Nil Deviation Certificate

**Ref:** EoI Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/ corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone and Fax :  
E-mail address :

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**Annexure 7: Back to Back Compliance Certificate**

(To be submitted by Bidder)

To  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Complete back to back Compliance Certificate

**Ref:** 1) EoI Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back to back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone and Fax :  
E-mail address :

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### **Annexure 8: Performance Bank Guarantee Format**

(For a sum of percentage of the value of the contract as per RailTel's end customer RFP/tender)  
(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)  
(Final Draft to be confirmed by RailTel Legal before BG issuance)

To  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Mahalaxmi  
Mumbai – 400013

WHEREAS:

\_\_\_\_\_ name and address of Applicant] (hereinafter called “the Applicant”) and RailTel (the “Authority”) have entered into an agreement (the “Agreement”) for ‘**Tender Work Details**’ subject to and in accordance with the provisions of the Agreement.

(A) The Agreement requires the Applicant to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Implementation Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs \*\*\*\*\* Cr.

(B) We, ..... Through our branch at (The “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Applicant obligations during the {Implementation period /Defects Liability Period and maintenance period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Applicant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

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2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in RailTel that the Applicant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Applicant is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Applicant is in default shall be final and binding on the Bank, notwithstanding any difference between the Authority and the Applicant, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Applicant for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Applicant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Applicant before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Applicant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Applicant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Applicant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Applicant under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the guaranteed amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on \*\*\*\*\$ unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ..... 20..... at ..... SIGNED, SEALED AND DELIVERED For and on behalf of the Bank by:  
(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

- a. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- b. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch

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### **Annexure 9: Agreement Draft Format**

(As per Customer **Tender** and any of its addendums/ corrigendum's/ clarifications issued by the Tender floating authority. The agreement will be signed with selected Bidder on Back-to-Back basis and will be binding upon the parties)

**Annexure 10: Financial Proposal Format**

**(Back-to-Back as per end customer RFP/Tender referred including all its amendments/  
corrigendum/ clarifications)**

| Sr.                                     | Stage                                                                                                                           | Components                                                                                                                                                                                                                                                                                                             | Net Amount (INR.) | GST (INR.) | Total Amount Including GST (INR) |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|----------------------------------|
| A                                       | B                                                                                                                               | C                                                                                                                                                                                                                                                                                                                      | D                 | E          | F=D+E                            |
| A                                       | Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs | Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs for 12 months (Implementation phase 9 months and Warranty for 3 months).<br><br>Including Security Audit and Certification by CERT-IN empaneled agency & SSL, Domain Name for 6 years. |                   |            |                                  |
| B                                       | AMC for 3 years                                                                                                                 | Annual Maintenance Contract (AMC) for 3 years                                                                                                                                                                                                                                                                          |                   |            |                                  |
| C                                       | AMC for Additional 2 years                                                                                                      | Annual Maintenance Contract (AMC) for Additional 2 years                                                                                                                                                                                                                                                               |                   |            |                                  |
| <b>GRAND TOTAL (A+B+C) (in figures)</b> |                                                                                                                                 |                                                                                                                                                                                                                                                                                                                        |                   |            |                                  |
| <b>GRAND TOTAL (A+B+C) (in words)</b>   |                                                                                                                                 |                                                                                                                                                                                                                                                                                                                        |                   |            |                                  |

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**ANNEXURE – 11: UNDERTAKING REGARDING CONTRACTOR ALL RISK (CAR) INSURANCE**  
***(To be submitted on the Business Associate/Contractor's Letterhead)***

To,  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Mahalaxmi  
Mumbai – 400013

**Subject:** Undertaking for Maintenance of Contractor All Risk (CAR) Insurance Policy.

**Ref:** EOI No: Dt:

I/We, M/s \_\_\_\_\_, hereby solemnly undertake and declare the following in respect of the project " Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs":

1. **Mandatory Insurance Coverage:** I/We shall obtain and maintain a valid Contractor All Risk (CAR) Insurance Policy for the entire scope of work. We acknowledge that this requirement is mandatory and binding, irrespective of whether such insurance is explicitly stipulated in the specific Customer Agreement or Tender.
2. **Period of Effectiveness:** The said insurance policy shall be obtained prior to the commencement of work and shall remain valid and effective until the project is formally and duly handed over to the end customer.
3. **Beneficiary Clause:** I/We shall ensure that RailTel Corporation of India Ltd. is explicitly mentioned as a Beneficiary in the insurance policy document. A copy of the policy shall be submitted to RailTel's Project Coordinator/Manager before the commencement of work.
4. **Compliance for Payment Release:** I/We understand that the validity of the CAR Insurance Policy is a prerequisite for the release of any payments. I/We agree to provide proof of valid insurance/renewal to the RailTel Project Coordinator/Manager prior to the processing of each invoice/payment milestone.
5. **Additional Insurance Requirements:** In the event that the end Customer Agreement/Tender stipulates any additional insurance requirements—including but not limited to coverage during the Warranty Period or Defect Liability Period (DLP)—I/We hereby undertake to ensure full compliance with all such additional stipulations at our own cost.
6. **Indemnity:** I/We shall keep RailTel indemnified against any claims, losses, or liabilities arising due to our failure to maintain the required insurance coverage or any lapse in the policy during the project lifecycle.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**(Signature of Authorized Signatory)**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Firm/Company:**

-  
- END OF DOCUMENT -

## **Water Resources Department**



**Chief Engineer (Civil), Hydrology Project and Quality Control, Pune**  
**Superintending Engineer, Water Resources e-Governance Circle, Pune**  
**Executive Engineer, Governance Computerization Division, Pune**

### **Request For Proposal (RFP) for “Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs”.**

**e-Tender Notice No. 01 /2026-27**

**Tender Reference No.:WRD/e-Tender/ 01 /2026-27**

**Date : 12 /05/2026**



**Name of Work – “Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs”.**

|                                                                                                                                   |                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <p><b>Prepared by</b></p> <p>Assistant Engineer, Grade II<br/>Construction Management Computerization<br/>Division, Pune</p>      | <p><b>Checked by</b></p> <p>Subdivisional Officer<br/>Construction Management Computerization<br/>Division, Pune</p> |
| <p><b>Recommended for Approval</b></p> <p>M/s GT Consultant,<br/>Pune</p>                                                         | <p><b>Recommended for Approval</b></p> <p>Divisional Accountant<br/>Governance Computerization Division, Pune</p>    |
| <p><b>Recommended for Approval</b></p> <p>Executive Engineer,<br/>Construction Management Computerization<br/>Division, Pune</p>  | <p><b>Recommended for Approval</b></p> <p>Executive Engineer,<br/>Governance Computerization Division, Pune</p>      |
| <p><b>Recommended for Approval</b></p> <p><b>Superintending Engineer</b><br/><b>Water Resources e-Governance Circle, Pune</b></p> |                                                                                                                      |
| <p><b>Approved By</b></p> <p><b>Chief Engineer (Civil)</b><br/><b>Hydrology Project and Quality Control, Pune</b></p>             |                                                                                                                      |

**महाराष्ट्र शासन  
जलसंपदा विभाग  
कार्यकारी अभियंता ,  
प्रशासन संगणकीकरण विभाग यांचे कार्यालय**

पत्ता - प्रशासन संगणकीकरण विभाग, जलसंपत्ती भवन, पुणे .जि, कोथरूड ,  
ई मेल— [eeacd.punewrd@maharashtra.gov.in](mailto:eeacd.punewrd@maharashtra.gov.in) , [eeacd.pune@gmail.com](mailto:eeacd.pune@gmail.com)  
दूरध्वनी क्र.- ०२०-२५५४०३८२, ०२०-२५५४०३८३

ई.निविदा सूचना क्र- ०१

सन -२०२६-२७

महाराष्ट्र राज्याच्या राज्यपालांच्या वतीने कार्यकारी अभियंता, प्रशासन संगणकीकरण विभाग, पुणे जलसंपदा विभाग महाराष्ट्र शासन हे सक्षम निविदाकारांकडून खालील कामाकरिता ई-निविदा (ऑनलाईन) मागवीत आहेत. ई-निविदा प्रणालीद्वारे निविदा कागदपत्रे शासनाचे संकेतस्थळ <https://mahatenders.gov.in> येथून डाउनलोड करण्यात यावीत.

निविदा स्वीकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता, प्रशासन संगणकीकरण विभाग, पुणे यांनी राखून ठेवला आहे. सदर निविदा सूचनांमध्ये काही अट असलेली निविदा स्वीकारली जाणार नाही. सदर निविदा सूचनेत काही बदल झाल्यास त्याची माहिती <https://mahatenders.gov.in> या संकेतस्थळावर प्रसिद्ध करण्यात येईल.

**कामाचे नाव:** “Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs”.

जिल्हा: पुणे

निविदा उपलब्ध कालावधी दिनांक : दि.१२/०५/२०२६ ते ०१/०६/२०२६

निविदा उघडण्याचा दिनांक: दि.०२/०६/२०२६

जा. क्र. प्रसंवि/ ५३५ /२०२६

कार्यकारी अभियंता, प्रशासन संगणकीकरण विभाग,

जलसंपत्ती भवन. कोथरूड, पुणे

दि. ०८/०५/२०२६

कार्यकारी अभियंता,

प्रशासन संगणकीकरण विभाग,

पुणे ४११०३८

**Government of Maharashtra  
Water Resources Department  
Executive Engineer  
Governance Computerization Division  
Kothrud, Dist.- Pune Office**

-Address Governance Computerization Division, Pune, Jalsampatti Bhavan, Kothrud, Dist.- Pune.

E-mail- [eeacd.punewrd@maharashtra.gov.in](mailto:eeacd.punewrd@maharashtra.gov.in),  
[eeacd.pune@gmail.com](mailto:eeacd.pune@gmail.com)

Phone No.- 020-25440383, 020-25440382

**E-Tender Notice No. 01**

**Year-2026-27**

On behalf of the Governor of Maharashtra State, Executive Engineer, Governance Computerization Division, Pune Water Resources Department, Government of Maharashtra invites tenders through e-tendering system (online) from competent tenderers for the following works. Tender documents should be downloaded from the Government website <https://mahatenders.gov.in>.

The Executive Engineer, Governance Computerization Division, Pune reserves the right to accept or reject the tender. Conditional tender will not be accepted. If there is any change in the said tender notification, it will be informed on the website <https://mahatenders.gov.in>.

Name of Work- "Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs."

District: Pune

e-Tender available from: Date: 12/05/2026 to Date 01/06/2026

Opening Date of e-Tender: Date 02/06/2026

Outward no. GCD/ 535 /2026  
Executive Engineer  
Governance Computerization Division,  
Kothrud, Pune 38.  
Date: 08/05/2026

Executive Engineer  
Governance Computerization Division  
Kothrud, Pune 38.

**Detailed Tender Notice**  
**Government of Maharashtra**  
**Water Resources Department**

**Detailed Tender Notice No. – 01 for 2026-27**

**Circle- Water Resources e-Governance Circle, Pune**

**Division – Governance Computerization Division, Pune**

1. Online electronic bids in prescribed format for below mentioned work are invited by Executive Engineer, Governance Computerization Division, Pune, Taluka- Haveli, District- Pune on behalf of Water Resource Department from bidders with proven experience. Tender Documents are available for online bid preparation & Submission on Maha-tender portal from 12/05/2026 to 01/06/2026 The time schedule for various bidding phases is given in the detailed tender notice, which is also available on Maha-tender portal as a part of the Tender documents.

| Sr. No | Name of Work                                                                                                                    | Tender fee (Rs) | EMD amount (Rs) | Date and time of submission of tender | Time for completion                                                                                                                                                                                                                                                                  |
|--------|---------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs | 2,360/-         | Rs.23,05,000/-  | 01/06/2026<br>Time–5:00PM             | 72 months (6 years)<br>9 Months of implementation phase,<br>3 months warranty and<br>3 years Annual Maintenance Contract (AMC) which will be extendable for additional 2 years based on performance of Bidder with mutual consultation of both parties with updated technology stack |

2. The Cost Based Selection (L1) method is applicable for the bid.
3. The forms of Tender documents are available on the <https://mahatenders.gov.in>. The aspiring Bidders will have to download Tender form from the website mentioned above. The bidder must fill in online format and upload information regarding Tender online. Also, bidder must download the Tender application form from Maha-tender portal, fill it and upload the scanned copy of duly filled form, along with required documents with proper page numbering.
4. While submitting duly filled tender document through <https://mahatenders.gov.in>.
5. The bidder should upload the documents in readable form with proper page number indicated. The bidder should take trial of uploads by taking printout. The unreadable documents will be treated as null & void. The remaining documents will be evaluated. The decision of tender accepting authority regarding this will be final and binding to all the bidders.
6. All rights are reserved by Executive Engineer, Governance Computerization Division, Pune to reject any or all Tender without assigning any reason.
7. Bids submitted without EMD and required documents will be summarily rejected.

8. No Hardcopy of tender document will be entertained at any circumstances and will be liable for rejection.

9. Time schedule for this tender as follows-

| Sr. No. | Details                   | Start Date.               | Hrs.                                                                                                                                                               | End Date hrs. | Hrs.     |
|---------|---------------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|
| 1       | Publication of tender     | 12-05-2026                | 11:30 AM                                                                                                                                                           |               |          |
| 2       | Document download         | 12-05-2026                | 11.30 AM                                                                                                                                                           | 01-06-2026    | 12.00 PM |
| 3       | submission of queries     | 12-05-2026                | 11.30 AM                                                                                                                                                           | 25-05-2026    | 12.00 PM |
| 4       | Bid Submission            | 12-05-2026                | 12.30 PM                                                                                                                                                           | 01-06-2026    | 12.00 PM |
| 5       | Opening of Technical Bid  | 02-06-2026                | 12.00 PM                                                                                                                                                           |               |          |
| 6       | Opening of financial bid  | To be communicated later. |                                                                                                                                                                    |               |          |
| 7       | Address for Communication |                           | Executive Engineer,<br>Governance Computerization Division,<br>Jal Sampatti Bhavan, Pune<br>Water Resources E-Governance Circle<br>Tal- Haveli, Dist.-Pune -411038 |               |          |

10. Only scanned copy from original document information will be accepted. Scanned copy from other than original will not be accepted.

11. While submitting the duly filled Tender Documents the Bidder is required to Deposit Tender fee and E.M.D. through e- payment gateway by RTGS/NEFT/ option available on Maha-Tender portal i.e <https://mahatenders.gov.in>

12. Two Envelope system will be applicable for this tender. Envelope 1: Technical Bid, Envelope 2: Financial Bid.

13. It is mandatory for bidder to make payment of tender form fee & EMD from their own bank account. Bidder should submit the bank statement in support of this.

14. Bidders can use “seek clarification” option on the Portal <https://mahatenders.gov.in> for their queries. There will be no pre-bid meeting for this purpose.

15. If any assistance is required regarding e-Tendering (upload & download) refer the Portal <https://mahatenders.gov.in> and its helpdesk

16. As per published date and time of opening of tender on Portal <https://mahatenders.gov.in> Bidder /Authorized representative should be present, otherwise no objection will be considered after opening of tender.

17. Joint Venture is Not applicable for this tender.

18. All subsequent corrigendum will be available only on Maha-tender Portal <https://mahatenders.gov.in>

19. For any bidding portal technical related queries please call the helpdesk-

The 24x7 Helpdesk Number 0120-4200462, 0120-4001002,

e-Mail- [support-eproc@nic.in](mailto:support-eproc@nic.in)

Executive Engineer

Governance Computerization Division

Jal Sampatti Bhavan, Pune

Tal- Haveli, Dist.-Pune Pin Code – 411038

Phone No. - 020-25440383.020- 25440382

E-mail- [eeacd.punewrd@maharashtra.gov.in](mailto:eeacd.punewrd@maharashtra.gov.in)

[eeacd.pune@gmail.com](mailto:eeacd.pune@gmail.com)

Executive Engineer

Governance Computerization Division

Jal Sampatti Bhavan, Pune

Taluka- Haveli, District-Pune Pin Code – 411038

Phone No. - 020-25440383.020- 25440382

E-mail- [eeacd.punewrd@maharashtra.gov.in](mailto:eeacd.punewrd@maharashtra.gov.in)

## Disclaimer

Water Resources Department, Government of Maharashtra (hereinafter referred to as "MWRD") has issued this Request for Proposal (hereinafter referred to as "RFP") **for Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs** for a period of 72 months (6 years). This includes 9 Months of implementation phase, 3 months warranty and 3 years Annual Maintenance Contract (AMC) which will be extendable for additional 2 years based on performance of Bidder with mutual consultation of both parties with updated technology stack on such terms and conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the MWRD or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the MWRD to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the MWRD in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the MWRD, its employees or advisers to consider the objectives, technical expertise and needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MWRD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The MWRD, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, 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.

The MWRD also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The MWRD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the MWRD is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the MWRD reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MWRD, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the MWRD 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 or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## Definitions

| #  | Term                                  | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Project                               | The <b>“Project”</b> shall mean Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs of Maharashtra Water Resources Department.<br>Also, the project(s) in context to work of WRD is an irrigation project(s) (major, medium, minor etc.) having multi-purpose objectives viz. irrigation, drinking/domestic water, hydroelectric power generation, industrial water supply etc.                                                                                                                                                                                             |
| 2  | Purchaser                             | The <b>“Purchaser”</b> shall mean the Government of Maharashtra Water Resources Department (‘MWRD’), and its successors and assignees and shall be the agency that shall execute the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3  | Bidder                                | The <b>“Bidder”</b> shall mean the Organization on whose behalf the tender response has been submitted and bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 4  | Goods                                 | <b>“Goods”</b> means all the software, products accessories and/or other material / items which the Bidder is required to install, submit and maintain under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5  | Intellectual Property Rights (IPR)    | <b>“Intellectual Property Rights (IPR)”</b> means any patent, copyright, trademark, trade name, service marks, brands, propriety information, Application Software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.                                                                                                                                                                                                                                                                                                                                                          |
| 6  | Original Equipment Manufacturer (OEM) | <b>“Original Equipment Manufacturer (OEM)”</b> means the owner of the IPR or manufacturer of Goods for any equipment /system / software / product which are providing such goods to the Purchaser under the scope of this Tender / Contract.                                                                                                                                                                                                                                                                                                                                                                                                            |
| 7  | Business Day                          | <b>“Business Day”</b> means any day that is not a Sunday or a public holiday                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 8  | Parties                               | <b>“Parties”</b> means the Purchaser, The Bidder, Application Service Provider and OEM and <b>“Party”</b> means either of the Parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 9  | Confidential Information              | <b>“Confidential Information”</b> means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto / Bidder by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract; |
| 10 | Contract                              | <b>“Contract”</b> means the Tender and all Annexes thereto, the Agreement entered into between the selected Bidder together with the Purchaser as recorded in the Contract form signed by the Purchaser and the Bidder including all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.                                                                                                                                                                                                                                       |
| 11 | Contract Value                        | <b>“Contract Value”</b> means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 12 | Document                              | <b>“Document”</b> means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases, microfilm or computer-generated micro fiche.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 13 | Effective Date                        | <b>“Effective Date”</b> means the date on which this Contract comes into force. This Contract shall come into force and effect on the date (the <b>“Effective Date”</b> ) of the Purchaser's notice to the Bidder instructing to begin carrying out the activities.                                                                                                                                                                                                                                                                                                                                                                                     |
| 14 | Services                              | <b>“Services”</b> means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under the Contract.                                                                                                                                                                                                                                                                                                                                                                 |
| 15 | Application / Software                | <b>“Software / Application”</b> refers to following:<br>All application software components that are required to cater to functional requirement specifications - Core application as well as others.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|    |                    |                                                                                                              |
|----|--------------------|--------------------------------------------------------------------------------------------------------------|
|    |                    | Any system component that is required for the functioning of MWRD systems' as per the requirements and SLAs. |
| 16 | Engineer-in-charge | Chief Engineer (Civil), Hydro Project & Quality Control, Pune and its authorized representatives.            |

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## **Abbreviations and Acronyms**

The following abbreviations and acronyms defined in this RFP are as under

|      |                                        |
|------|----------------------------------------|
| MWRD | Maharashtra Water Resources Department |
| IDC  | Irrigation Development Corporation     |
| BG   | Bank Guarantee                         |
| EMD  | Earnest Money Deposit                  |
| IPR  | Intellectual Property Rights           |
| OEM  | Original Equipment Manufacturer        |
| RFP  | Request for Proposal                   |
| PBG  | Performance Bank Guarantee             |
| SLA  | Service Level Agreement                |
| QA   | Quality Assurance                      |
| SI   | System Integrator                      |

## ***RFP Structure***

This RFP document consists of four sections:

### **Section - I: Instruction to Bidders**

Section - I of RFP provides Introduction to the project and bidding process details. It broadly covers the instructions to the Bidders, bid opening and evaluation process, contract finalization, award of contract and bid formats.

### **Section - II: Scope of Work**

Section - II of RFP provides broad scope of work and roles and responsibilities of Bidder. This volume also gives an overview of the solution, payment terms and conditions, Service Level Agreements and functional requirements.

### **Section - III: General Terms and Conditions**

Section – III of RFP includes general terms and conditions and other information for Bidders.

### **Section - IV: Annexures to RFP**

Section – IV of RFP includes standard templates of annexures to be submitted by the bidder.

## **Section – I: INSTRUCTIONS TO BIDDERS**

## 1. Invitation for Proposal

MWRD, Government of Maharashtra Water Resources Department invites RFP for “Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs”.

The MWRD issues the Request for Proposal (hereinafter “RFP”) bearing the Ref. No. RFP- 01 /2026-27, with the purpose to outline the requirements for the specific project. MWRD use the RFP process to solicit bids from qualified System Integrators and identify which System Integrator (SI) might be the best-qualified for the project of for Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs.

Bidders / 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.

The complete bidding document has been published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.

Please note that the interested parties will have to access the website <https://mahatenders.gov.in> and get themselves registered so as to enable them to participate in the e-Tendering process before due date.

The Bidder must use two-envelope (Technical Bid and Financial Bid) method through e- Tendering in order to fill up this Tender.

Bidder (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the RFP. MWRD shall not be responsible for delay in online submission by Bidder due to any reason. For this, Bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in> for further details about the e-tendering process.

Place: Pune  
Date: 12/05/2026

Executive Engineer,  
Governance Computerization Division,  
Pune

## 1.1. Events and Dates Related to Bid

### Key Events and Date

| Sr No | Information                                        | Details                                                                                                                                                                   |
|-------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Advertising Date                                   | From 12-05-2026, Time: 11:30 AM                                                                                                                                           |
| 2     | Download Date                                      | From 12-05-2026, Time: 11:30 AM To 01-06-2026, Time: 12:00 PM                                                                                                             |
| 3     | Last date to send in requests for queries          | Till 25-05-2026 Time 12:00 PM                                                                                                                                             |
| 4     | Last date (deadline) for online submission of bids | Till 01-06-2026, Time: 5:00 PM                                                                                                                                            |
| 5     | Technical Bid Opening Date & Time                  | 02-06-2026, Time: 12:00 PM                                                                                                                                                |
| 6     | Financial Bid Opening Date & Time                  | To be communicated later.                                                                                                                                                 |
| 7     | Address for communication                          | Executive Engineer<br>Governance Computerization Division<br>Jal Sampatti Bhavan, Pune<br>Water Resources E-Governance Circle<br>Tal- Haveli, Dist-Pune Pin Code – 411038 |
| 8     | Bid related queries                                | <a href="mailto:eeacd.punewrd@maharashtra.gov.in">eeacd.punewrd@maharashtra.gov.in</a><br><a href="mailto:eeacd.pune@gmail.com">eeacd.pune@gmail.com</a>                  |
| 9     | Technical queries                                  | <a href="mailto:eeacd.punewrd@maharashtra.gov.in">eeacd.punewrd@maharashtra.gov.in</a><br><a href="mailto:eeacd.pune@gmail.com">eeacd.pune@gmail.com</a>                  |

## 1.2. Other Important Information Related to Bid

| Sr No | Item                           | Description                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Earnest Money Deposit (EMD)    | Rs.23,05,000/- (Rs.Twenty-three Lakh Five Thousand Only) in form of Online from Nationalized Bank / Scheduled Commercial Bank in India. EMD should be refunded to the successful bidder on receipt of Performance Bank Guarantee value.                                                                                                                                                                                  |
| 2     | Tender Fee                     | Rs.2,360/- (Rupees Two Thousand Three hundred & sixty only) including GST to be paid on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>                                                                                                                                                                                                                                                              |
| 3     | Bid Validity Period            | (90) Ninety days from the date of submission of Bids                                                                                                                                                                                                                                                                                                                                                                     |
| 4     | Performance Security/Guarantee | 10% of contract value of successful Bidder in the form of Demand Draft/Fixed Deposit Receipt/ a Bank Guarantee from Scheduled Commercial Bank (Only Public Sector Or Private Sector Banks) and must be valid for the period of work duration i.e., 72 Months and 60 days beyond the project completion period. Successful Bidder shall pay Performance Security within 15 working days after receiving letter of Intent. |

## **1.3. Introduction & background information**

### **1.3.1. About MWRD**

Maharashtra has been pioneer for key initiatives in the field of water resource management. Maharashtra is one of the few states to have its own water policy. It is also the first state in the country to have regulatory authority in the water sector. Maharashtra also boasts Participatory Irrigation Management (PIM).

In order to accelerate the completion of irrigation projects in Maharashtra State, the Government has established five Irrigation Development Corporations in the state namely Maharashtra Krishna Valley Development Corporation (MKVDC), Vidarbha Irrigation Development Corporation (VIDC), Tapi Irrigation Development Corporation (TIDC), Godavari Marathwada Irrigation Development Corporation (GMIDC) and Konkan Irrigation Development Corporation (KIDC).

### **1.3.2. Basic Information**

- a) WRD invites responses ("Tenders") to this Request for Proposal ("RFP") from reputed Information Technology (IT) companies/ Systems Implementation Agencies ("Bidders") for the provision of system implementation services as described in Section-II- "Scope of Work" of this RFP.
- b) The time period for the given scope of work will be 72 months (6 years) (9 Months of implementation phase, 3 months warranty and 3 years Annual Maintenance Contract (AMC) which will be extendable for additional 2 years based on performance of Bidder with mutual consultation of both parties with updated technology stack.
- c) WRD reserves the right to extend the term of contract if required subject to WRD's obligations at law.

### **1.3.3. Project Background**

Water Resources Infrastructure is developed by Maharashtra Water Resources Department (MWRD) in state. MWRD deals with Planning, Investigation, Design, Construction and Maintenance of Major, Medium and Minor projects in the state. Different types of structures like Dams, Canals Distribution network, Lift Irrigation schemes, Barrages are being constructed to store water and supply it for Domestic, Irrigation, Industrial, Hydropower, Navigation and Environmental purposes.

The purpose of this development of Web and Mobile based Project Monitoring Application for the Maharashtra Water Resources Department (MWRD) is to create a 'Project Monitoring Web and Mobile Application' for the WRD to monitor all major, medium, and minor irrigation projects in the state. Also projects/component of projects approved under various schemes PMKSY (Pradhan Mantri Krushi Sinchan Yojana), BJSY (Baliraja Jal Sanjeevani Yojana), RIDF (Rural Infrastructure Development Fund), NABARD (National Bank of Agriculture & Rural Development), MIIP (Maharashtra Irrigation Improvement Program) etc. The system shall also facilitate the monitoring of Special repairs/extension and improvement, Hydroelectric projects, Mechanical and Electrical Works and also works under DRIP (Dam Rehabilitation Improvement Program), Dam Safety Act etc. The main aim of the web and mobile application is to create a central data repository for all projects. Additionally, it will provide secure access to the data entry, monitoring and updates, based on the authorization of the respective officers. The detailed scope of work is specified in Section II – SCOPE OF WORK.

## 1.4 Qualification of the Bidder

### 1.4.1. Pre – Qualification criteria

| Sr. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                      | Documentary Support Required                                                                                                                                                                                                                                                                                                                                                      |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | The Bidder should have made a payment of Rs.2,360 (Rupees two thousand three hundred and sixty only) including GST for the tender fees.                                                                                                                                                                                                                                                                   | Proof of Tender form fee payment of Rs.2,360 (Rupees two thousand three hundred and sixty only) including GST (nonrefundable) by payment gateway online/RTGS/NEFT/ECS must be furnished through Bidder's own Account only.<br>Bidder should submit the bank statement for the same as per option available on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> |
| 2       | The Bidder should have submitted an Earnest Money Deposit of Rs. 23,05,000/- (Rupees Twenty-three Lakh Five Thousand Only)                                                                                                                                                                                                                                                                                | Earnest Money Deposit (EMD) must be paid through Online Payment via net banking mode through Bidder's own Account only.<br>Bidder should submit the bank statement for the same as per option available on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>                                                                                                    |
| 3       | The bidder should be a firm registered in India under appropriate laws / act (Company Act 1956 / 2013, LLP Act 2008, Partnership Act 1932) and should have been operating in India for the last 10 years from the date of bid submission.<br><br>CONSORTIUM is not allowed                                                                                                                                | <ul style="list-style-type: none"> <li>• Certificate of Registration / Incorporation.</li> <li>• A partnership deed duly registered under the Partnership Act wherever applicable.</li> <li>• LLP firm registered certificate wherever applicable.</li> </ul>                                                                                                                     |
| 4       | The bidder should have an average annual turnover from software system integration, development and/or implementation services work in the last three financial years (FY 2022-23, FY 2023-24 and FY 2024-25) (Turnover of Rs. 23.10 Crores)                                                                                                                                                              | Extracts from the audited balance sheet, profit & loss and Certificate from the statutory auditor/CA as mentioned in Annexure 2.                                                                                                                                                                                                                                                  |
| 5       | The bidder should have positive Net Worth as on 31st March of each of the last three financial years (FY 2022-23, FY 2023-24 and FY 2024-25)                                                                                                                                                                                                                                                              | CA Certificate confirming Net Worth for the mentioned FYs                                                                                                                                                                                                                                                                                                                         |
| 6       | The bidder should not have been blacklisted from providing services by any Central / State Governments, nor any such case should be pending in any court of law in India                                                                                                                                                                                                                                  | Self-Certificate signed by Authorized Signatory (same as the one who signs the proposal)                                                                                                                                                                                                                                                                                          |
| 7       | The bidder shall have experience of implementation of similar type of assignment (i.e. Development, implementation and Software Support and Maintenance Services of Web and Mobile application) in Indian PSU / Central / State Government with a minimum project value of: <ul style="list-style-type: none"> <li>• One project of similar nature not less than the amount Rs.3.70 Crore;</li> </ul> OR- | Completion certificates from the client mentioning similar type of assignment.<br><br>OR<br>Work order + Self Certificate of completion (Certified by the statutory auditor).<br><br>OR<br>Work order + phase completion certificate (for ongoing Projects) from the client.                                                                                                      |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                               |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <ul style="list-style-type: none"> <li>• Two projects of similar nature not less than the amount equal Rs.2.80 Crore each; OR-</li> <li>• Three projects of similar nature not less than the amount equal Rs. 1.85 Crore each</li> </ul> <p>The work order must have been issued within the last 5 years prior to the tender publishing date.</p> <p>The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p> |                                                                                                                                                               |
| 8  | The bidder should have ISO 9001, ISO 27001 and CMMi 3 certification or above                                                                                                                                                                                                                                                                                                                                                                                                            | Copies of valid certifications as on date of submission of bid                                                                                                |
| 9  | The bidder should have at least 50 full-time IT professionals on its payroll.                                                                                                                                                                                                                                                                                                                                                                                                           | Self-certification by Authorized Signatory or Head of HR.                                                                                                     |
| 10 | The bidder must submit the power of attorney to specify an individual who will be authorized for legal and financial matters                                                                                                                                                                                                                                                                                                                                                            | The Power of Attorney should be executed on an appropriate non-judicial stamp paper and duly notarized by a notary public as per Annexure- 8 mentioned in RFP |
| 11 | The bidder shall have a valid GST number as on last date of submission.                                                                                                                                                                                                                                                                                                                                                                                                                 | Copy of GST registration certificate signed by bidder's authorized signatory                                                                                  |
| 12 | The bidder shall have a valid PAN number as on last date of submission.                                                                                                                                                                                                                                                                                                                                                                                                                 | Copy of PAN registration certificate signed by bidder's authorized signatory                                                                                  |
| 13 | Declaration of validity of information (Maharashtra GR No. CAT/2018 – 127/ dated/18/10/2023)                                                                                                                                                                                                                                                                                                                                                                                            | The Declaration of Validity of Information should be executed on a non-judicial stamp paper as per Annexure- 9 mentioned in RFP                               |
| 14 | Declaration of acceptance of terms and conditions of RFP                                                                                                                                                                                                                                                                                                                                                                                                                                | Declaration of acceptance of terms and conditions of RFP on Company letter head signed by bidder's authorized signatory as per Annexure- 1B mentioned in RFP. |

**Note:**

A) All the scanned copies of certificates/documents attached with the tender should be stamped and digitally signed by authorized person of the Bidder otherwise the tender is liable to be treated as INVALID. Also, all the documents on stamp papers should be invariably duly attested by Notary Public otherwise the tender is liable to be treated as INVALID. Also need to produce original certificates/documents during scrutiny stage, if asked by concerned Tendering Authority.

B) In case, Bidder has misrepresented or submitted any fraudulent information, documents etc. regarding qualification criteria, the bid of the corresponding bidder would be rejected and the Water Resources Department, Government of Maharashtra would blacklist the bidder. EMD of that bidder shall be forfeited and necessary legal actions shall be initiated against such bidder.

## 1.5 Instructions to Bidders

### 1.5.1. Advice to the Bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of Bid by the Bidder has been done after its careful study and examination of the RFP document with full understanding to its implications. Bid is to be submitted as per enclosed format only. Also enclosed the certificates, brochures & documents asked for in the RFP document with proper page numbering.

### 1.5.2. Tender Form and Tender Fee

- a) The forms of Tender documents are available on the e-Tendering portal of Govt. of Maharashtra <https://mahatenders.gov.in>. The aspiring Bidders will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender online. Also, bidder has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
- b) The blank tender forms will be available for download to bidders from the <https://mahatenders.gov.in>. only after online payment of tender fee amount of Rs.2,360/- (Rupees Two Thousand Three Hundred and Sixty only) including GST and tender fee to be furnished through bidders own account in Indian Rupees only and tender fee is nonrefundable.

### 1.5.3. Earnest Money Deposit

- a) While submitting duly filled tender document through <https://mahatenders.gov.in>. Bidder need to pay E.M.D. of Rs. 23,05,000/- (Rupees Twenty-three Lakh Five Thousand Only) online and EMD to be furnished in Indian Rupees only.
- b) Earnest Money Deposit (EMD) must be paid through Online Payment via net banking mode through Bidder's own Account only. Bidder should submit the bank statement for the same.
- c) EMD of all non-responsive bids shall be returned to the bidders automatically only after the letter to commence the work is given to successful bidder or on cancellation of tender by MWRD.
- d) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- e) Bidders shall ensure that the payment of the EMD is made prior to the last date of Bid Submission of the Tender Schedule to have seamless submission keeping Bank's clearing process lead time.
- f) The EMD may be forfeited in the event of:
  - i. A Bidder withdrawing its bid during the period of bid validity.
  - ii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP.
  - iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
  - iv. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.
- g) EMD shall be refunded to the successful bidder on receipt of Performance Security/Guarantee value.

### 1.5.4. Submission of Bids

- I. Tender Documents are to be prepared & submitted online as per instructions of e- tendering and to be uploaded on web site, digitally signed wherever necessary. The detailed step by step procedure for uploading the Tender Documents, required Tender papers, Payment of tender fee, and E.M.D through e-payment Gateway is available on the e-Tendering portal of Govt. of Maharashtra <https://mahatenders.gov.in> Bidders have to follow the instructions given on the above web site for filling up Tender Forms online.
- II. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- III. Bidders shall submit their quote including taxes applicable as on date of submission of bid.

IV. The "bidder" shall digitally sign on all statements, documents, and clarifications uploaded by him owning responsibility for their corrections/authenticity.

V. The proposal as mentioned shall be submitted in two parts. Each part shall include the following information:

| Parts                                   | Instructions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Stage 1:</b><br><b>Technical Bid</b> | <p><b>This envelope should not contain any financial offer, in either explicit or implicit form, in which case the bid will be rejected.</b></p> <p>This envelope should contain.</p> <ul style="list-style-type: none"> <li>• Tender fee: Receipt of Tender fee Deposit from Maha-tender portal</li> <li>• EMD: Receipt of Earnest Money Deposit from Maha-tender portal. Attach scan copy of bank statement showing EMD payment made from bidder's account.</li> <li>• Certificate of Incorporation/ Registration</li> <li>• A partnership deed duly registered under the Partnership Act, LLP firm registered certificate wherever applicable.</li> <li>• Extracts from the audited balance sheet and profit &amp; loss; and Certificate from the statutory auditor/CA for last 3 financial years (FY 2022-23, FY 2023-24 and FY 2024-25) (as mentioned in Annexure 2)</li> <li>• Positive net worth Certificate duly signed by Certified Chartered Accountant</li> <li>• Copy of Work Order with proper date and cost mentioned.</li> <li>• Copy of Completion Certificate issued by client on client's letter head with proper date and cost mentioned in case of completed projects.</li> <li>• Phase Completion Certificate from the client on client's letter head with proper date in case of ongoing projects.</li> <li>• The supporting documents shall mandatorily mention the value of project and duration of the contract.</li> <li>• Project details as per <b>Annexure-3</b> mentioned in RFP.</li> <li>• For not have been blacklisted by any Central/State Government Organization as per <b>Annexure-7</b> mentioned in RFP.</li> <li>• The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 500 (Five hundred only) and duly notarized by a notary public. <b>Annexure- 8</b> mentioned in RFP.</li> <li>• Copy of GST registration certificate signed by bidder's authorized signatory.</li> <li>• Copy of PAN registration certificate signed by bidder's authorized signatory.</li> <li>• The Declaration of Validity of Information should be executed as per <b>Annexure-9</b> mentioned in RFP</li> <li>• Declaration of acceptance of terms and conditions of RFP on Company letter head signed by bidder's authorized signatory <b>Annexure- 1B</b> mentioned in RFP.</li> </ul> <p><b>Technical Proposal:</b></p> <ul style="list-style-type: none"> <li>• Executive summary</li> <li>• Covering letter as prescribed in RFP Bid Form - <b>Annexure- 1</b></li> <li>• Details of the Bidder as prescribed in Annexure- <b>1A</b>.</li> <li>• Project details as prescribed in <b>Annexure-3</b> with proper work order and other details on client letter head.</li> <li>• Team Composition in <b>Annexure- 5</b></li> <li>• Curriculum Vitae (CV) of Key Personnel in <b>Annexure- 6</b></li> <li>• Certificate from Head (HR) or company secretary for number of technically qualified professionals employed by the company along with the total work experience and number of years of service with the bidder's company- <b>Annexure 15</b></li> <li>• Proposed Solution including five design wireframes.</li> <li>• Proposed development Approach, methodology and project plan</li> <li>• High Level system Architecture</li> <li>• Technical &amp; Server Specifications</li> <li>• Proposed Work Plan in <b>Annexure- 4</b></li> <li>• Training plan</li> </ul> |

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | <ul style="list-style-type: none"> <li>• Service Level Agreement (SLA), Escalation Matrix, Warranty, Maintenance Support and Change Request</li> <li>• Financial Proposal Cover Letter in <b>Annexure- 10</b></li> <li>• Change Request Rate as per <b>Annexure- 12</b></li> <li>• Change Request as per <b>Annexure – 14</b></li> <li>• Other Information</li> </ul> <p>The Bidder shall digitally sign all statements, documents and certificates uploaded by him, owning responsibility for their correctness/authenticity. If the intending bidder is an individual, the documents shall be digitally signed by the individual while uploading the tender through the e-tender portal. If the intending bidder is a proprietary firm, it shall be digitally signed by the proprietor while uploading through the website.</p> |
| <b>Stage 2:<br/>Financial Bid</b> | <p>The financial proposal should be submitted in the prescribed format of BOQ (Bill of Quantities) in <b>Annexure- 11</b>.</p> <p>Prices quoted by the Bidder shall be final (inclusive of all taxes, duties, insurance, license fee and other costs). No variation in prices on account of increase/decrease in input cost will be allowed under any circumstances during the entire period of project. GST on quoted price shall be paid separately.</p>                                                                                                                                                                                                                                                                                                                                                                        |

#### **VI.Pre-bid responses**

The bidder may request seek clarification/questions online in the website portal using his/her DSC before due date mentioned in time schedule. Responses through personal / Office email via hard copy will not be considered. The MWRD will give response on the queries as per time schedule and this shall be part of tender. If any Clarification is not given by MWRD up to last date mentioned in Tender Notice (Time Schedule), it should be treated that there is no change in Tender Conditions and Clauses. The bidder should quote his bid accordingly.

#### **VII.Bidder's Authorized Signatory**

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Tender portal. Furthermore, the bid must be submitted online after being digitally signed by an authorized representative of the bidding entity.

#### **VIII.Validation of interlineations in Bid**

Any interlineations, erasures, alterations, additions, or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

#### **IX.Proposal Preparation Costs**

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP 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 MWRD to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

MWRD will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **X.Language**

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

#### **XI.Venue and Deadline for submission of proposal**

The response to RFP must be submitted on the [www.mahatenders.gov.in](http://www.mahatenders.gov.in) by the date and time specified for the RFP.

#### **XII.Late submission of Bids**

Late submission will not be entertained and will not be permitted by the e-Tendering system.

### **XIII. Visit to MWRD premises.**

Bidders may visit MWRD office after submission of their respective Proposals and ascertaining for themselves available software, methods, data storage facilities, constraints, availability of networks and other data with MWRD, applicable Laws and regulations or any other matter considered relevant by them. It shall be deemed that by submitting a Bid, the Bidder has:

- i. Made a complete and careful examination of the Bidding documents and the Sites.
- ii. Received all relevant information as requested to MWRD.
- iii. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the MWRD relating to any of the matters referred to above.
- iv. Satisfied itself about all matters, things and information including matters referred hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP and performance of all of its obligations thereunder.
- v. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred to herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from MWRD
- vi. Acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertakings provided by it under and in terms hereof.

MWRD shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, or the Bidding Process, including any error or mistake therein or in any information or data given by them.

### **XIV. Verification and Disqualification**

MWRD reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP or the Bidding Documents and the Bidder shall, as and when required by MWRD, make available all such information, evidence and documents which may be necessary for such verification. Any such verification, or absence of such verification, by MWRD shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of MWRD thereunder.

MWRD reserves the right to reject any Bid if:

- i. At any time, a material misrepresentation is made or uncovered, or
- ii. The Bidder does not provide, within the time specified by MWRD, the supplemental information sought by MWRD for evaluation of the Bid.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, MWRD reserves the right to take appropriate action and select the Bidder as per Government procedure.

### **XV. Modifications / Substitution / Withdrawal of Bids**

No bid can be modified by the Bidder, subsequent to the closing date and time for submission of bids. If date of submission is extended due to some reasons, modification in bids is possible till extended period provided bid has not been opened.

Withdrawal of Bids is not permissible after its submission. If the bid is withdrawn before the validity period, the EMD will stand forfeited.

### **XVI. Incomplete Bids**

Initial scrutiny of the Bid responses shall be done and if in case of any Bidders submitting incomplete Bids as per the criteria mentioned below shall be treated as non-responsive:

- Bid response not submitted as per the format specified in the RFP document.
- Bid response received without the Letter of Authorization / Power of Attorneys.
- Bid response found to suppress the details.
- Bid response submitted with incomplete information/illegible documents, subjective, conditional and/or partial offer is submitted.
- Bid response submitted without the documents requested in the checklist.
- Bid response non-compliant with any of the clauses stipulated in the RFP.
- Bid response with lesser validity period than as stipulated.

## **XVII. Evaluation Process**

- a. WRD shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- b. The decision of WRD in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with WRD.
- c. WRD may ask for meetings with the Bidders to seek clarifications on their proposals.
- d. WRD reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

## **XVIII. Bid Opening**

Bids will be opened in 2 stages:

**Stage 1** – In the first stage Technical Bids (Envelope 1) will be opened in office of Executive Engineer, Governance Computerization Division, Pune in the presence of the Bidder's representatives who may be present at the time of opening.

As per published date and time of opening of tender on Portal <https://mahatenders.gov.in> Bidder/Authorized representative should be present, otherwise no any objection will be accepted after opening of tender as per GR dated Jalsampada vibhag GR Nivada 0417/ pra.kra.247/17 mopa-1 dt.18/10/2023.

**Stage 2** – In the second stage, the proposal of bidders who are qualified in technical evaluation will be considered for financial evaluation.

Financial Bids (Envelope 2) of technically qualified bidders will be opened in office of Executive Engineer, Governance Computerization Division, Pune in the presence of the Bidder's representatives who may be present at the time of opening.

## **XIX. Bid Validity**

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of the Bid. On completion of the validity period, unless the Bidder withdraws his bid in writing, bid validity shall be deemed to be extended until such time that the Bidder formally (in writing) withdraws his bid.

## **XX. Bid Evaluation**

1. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive if a Proposal is found to have been
  - a) Submitted in manner not conforming with the manner specified in the RFP document.
  - b) Submitted without appropriate EMD as prescribed herein.
  - c) Received without the appropriate or power of attorney.
  - d) Containing subjective/incomplete information.
  - e) Submitted without the documents requested in the checklist.
  - f) Non-compliant with any of the clauses stipulated in the RFP.
  - g) Having lesser than the prescribed validity period.
  - h) Each page of proposal is not digitally signed.

The EMD of all non-responsive bids shall be returned to the bidders automatically only after the letter to commence the work is given to successful bidder or on cancellation of tender by MWRD.

## **XXI. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and purchaser shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **XXII. Pre-bid Queries**

Bidders are requested to submit their queries on the company letter head and in the below mentioned format only: on or before 25-05-2026, Time: 12:00 PM via Mahatender portal through seek clarification option only indicated in the tender notice.

|                 |                                                            |
|-----------------|------------------------------------------------------------|
| Name of Bidder  |                                                            |
| Department Name | MWRD, Government of Maharashtra Water Resources Department |
| Tender Ref. No  | 01/2026-27                                                 |

|                 |                                                                                                                                 |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------|
| Tender Name     | Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs |
| Tender Due Date | 01-06-2026                                                                                                                      |

**The Bidder should have submit queries in given format:**

| # | RFP Page No. | RFP Clause No. | Clause Title | Queries /Clarification Sought | Justification by Bidder |
|---|--------------|----------------|--------------|-------------------------------|-------------------------|
| - | -            | -              | -            | -                             | -                       |

The **queries** not adhering to the **above-mentioned format shall not be responded.**

#### **XXIII.Amendment of RFP Document**

At any time before the deadline for submission of bids, purchaser 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 amending, modifying and/or supplementing the same.

The amendments shall be published on website (<https://mahatenders.gov.in>). Prospective Bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this tender.

In the event of any amendment, purchaser reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

#### **XXIV.Technical Bids**

The Technical bids shall be complete in all respect and contain all information and documents asked for, except prices. It must not contain any price information.

During the activity of Bid Preparation, the Bidder is required to upload all the documents of the technical bid by scanning the documents and uploading it in the PDF format. This activity of uploading the documents as well as preparation of financial bid and other Annexures enclosed with the tender (if any) should be completed within the pre-scribed schedule given for bid preparation.

After Bid Preparation, the tenderer is required to complete Bid Submission activity within pre-scribed schedule without which the tender will not be submitted.

#### **XXV.Financial Bids**

Bidder shall submit their financial bid only in the e-Tendering system. Price quoted elsewhere shall be liable to rejection.

#### **XXVI.Qualifying Criteria**

Prior to the detailed evaluation of the Technical Bids, MWRD shall determine whether each bid is complete, is accompanied by the required information and documents and is substantially responsive to the requirements set forth in the RFP document.

Only those Bidders, who fulfil all the qualifications mentioned in the section “**1.4.1 Pre – Qualification criteria**” of the tender, shall be eligible and qualified for further technical scrutiny as per the Evaluation Framework given below.

The purchaser may at its sole discretion, waive any minor informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

#### **XXVII.Technical Evaluation Criteria**

The evaluation of the technical bids will be done by Bid Evaluation Committee. Technical evaluation conducted by the Bid Evaluation Committee shall be final and binding on all the Bidders.

Bidders who have qualified as per the Pre-Qualification Criteria of this RFP document shall be evaluated and scored by the Bid Evaluation Committee based on a weighted point system, assessing each Bidder's ability to satisfy the requirements set forth in the RFP Document.

| Sr. No. | Evaluation Criteria    | Sub-Criteria | Max. Marks | Documentary Evidence |
|---------|------------------------|--------------|------------|----------------------|
|         | <b>COMPANY PROFILE</b> |              | 5          |                      |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                             |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Average annual turnover from software system integration, development and/or implementation services work in the last three financial years (FY 2022-23, FY 2023-24 and FY 2024-25) (Turnover of Rs. 23.10 Crores)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>Greater than or equal to Rs. 30 Cr: 5 marks</p> <p>Between Rs. 30 Cr and Rs. 26 Cr: 3 marks</p> <p>Between Rs. 26 Cr and Rs. 23.10 Cr: 2 marks</p> <p>Less than Rs. 23.10 Cr: 0 marks</p>                                                                                                                                                                                                | 5  | Extracts from the audited balance sheet and profit & loss; and Certificate from the statutory auditor/CA (as mentioned in Annexure 2 )                                                                                                                                                                                                                                                                                                                                                 |
|   | <b>RELEVANT STRENGTHS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                             | 30 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2 | <p>Systems Implementation agency must have Successfully completed at least the following Numbers of Software Systems Development And Implementation engagement(s) of value Specified herein:</p> <ul style="list-style-type: none"> <li>One project of similar nature not less than the amount Rs. 2.21 Crore;<br/>OR-</li> <li>Two projects of similar nature not less than the amount equal Rs.1.66 Crore each; OR-</li> <li>Three projects of similar nature not less than the amount equal Rs. 1.11 Crore each</li> </ul> <p>Note 1: The work order must have been issued within the last 5 years prior to the tender publishing date.</p> <p>Note 2: The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p> <p>Note 3: Definition of similar nature: "Similar nature of work means design, development of web-based application and dashboard</p> | <p>When the number is:</p> <p>Equal to or more than 3 projects: 20 marks<br/>equal to 2 projects: 16 marks<br/>equal to 1 project: 12 marks</p> <p>Equal to or more than 4 projects: 20 marks<br/>equal to 3 projects: 16 marks<br/>equal to 2 projects: 12 marks</p> <p>Equal to or more than 6 projects: 20 marks<br/>equal to 4 projects: 16 marks<br/>equal to 3 projects: 12 marks</p> | 20 | <p>Completion certificates from the client mentioning similar type of assignment.</p> <p>OR</p> <p>Work order + Self Certificate of completion (Certified by the statutory auditor).</p> <p>OR</p> <p>Work order + phase completion certificate (for ongoing Projects) from the client.</p> <p>Note: The <b>Completion certificates from the client should clearly</b> mention similar type of assignment regarding Software Systems Development and Implementation engagement(s).</p> |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                       |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | development for monitoring of works.”<br>Note 4: Only Development cost shall be considered for evaluation under this criteria.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                       |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3 | <p>Experience in Software Support and Maintenance Services in India to be demonstrated in a maximum of engagements of value more than that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience.</p> <ul style="list-style-type: none"> <li>One project of similar nature not less than the amount Rs. 1.48 Crore;<br/>OR-</li> <li>Two projects of similar nature not less than the amount equal Rs.1.10 Crore each; OR-</li> <li>Three projects of similar nature not less than the amount equal Rs. 0.74 Crore each</li> </ul> <p>Note 1: The work order must have been issued within the last 5 years prior to the tender publishing date.</p> <p>Note 2: Only Software Support and Maintenance Services cost in India shall be considered for evaluation under these criteria. Cost of software support and maintenance in design development and implementation project(s) / engagement(s) and cost of separate assignment for software support and maintenance services shall be considered in these criteria.</p> | <p>When the number is:</p> <p>Equal to or more than 3 projects: 10 marks<br/>equal to 2 projects: 8 marks<br/>equal to 1 project: 6 marks</p> <p>Equal to or more than 4 projects: 10 marks<br/>equal to 3 projects: 8 marks<br/>equal to 2 projects: 6 marks</p> <p>Equal to or more than 6 projects: 10 marks<br/>equal to 4 projects: 8 marks<br/>equal to 3 projects: 6 marks</p> | 10 | <p>Completion certificates from the client mentioning similar type of assignment.</p> <p>OR</p> <p>Work order + Self Certificate of completion (Certified by the statutory auditor).</p> <p>OR</p> <p>Work order + phase completion certificate (for ongoing Projects) from the client.</p> <p>Note: The <b>Completion certificates from the client should clearly</b> mention similar type of assignment regarding Software Support and Maintenance Services.</p> |
|   | <b>Solution proposed Approach &amp; Methodology:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                       | 60 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3 | Solution development methodology proposed for the demonstration of understanding of Software development and implementation, which would be required to deliver the service required by the Government department [The                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing:                                                                                                                                                                                                                                                                    | 10 | A Note                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|   |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |    |                 |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------|
|   | <p>approach should reflect the conceptual implementation framework proposed by the Vendor]</p> <p>Solution proposed Approach &amp; Methodology:</p> <p>The bidders should elaborate their understanding of the requirements and the approach &amp; methodology to be adopted for implementation of the assignment</p> | <ul style="list-style-type: none"> <li>• Solution proposed and its components: 2 Marks</li> <li>• Technologies used: 2 Marks</li> <li>• Scale of implementation: 2 Marks</li> <li>• Learning on Issues: 1 Mark</li> <li>• Challenges likely to be encountered: 1 Mark</li> <li>• Mitigation proposed: 1 Mark</li> <li>• Client references: 1 Mark</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |                 |
| 4 | System Functionality                                                                                                                                                                                                                                                                                                  | <p>Meeting the requirements of MWRD in terms of how close the proposal is to the functional requirements for the solution as have been proposed for MWRD.</p> <p><b>Understanding of Modules / Dashboards:</b></p> <p>Module / Dashboard 1: 2 Marks</p> <p>Module / Dashboard 2: 2 Marks</p> <p>Module / Dashboard 3: 2 Marks</p> <p>Module / Dashboard 4: 2 Marks</p> <p>Module / Dashboard 5: 2 Marks</p> <p>Module / Dashboard 6: 2 Marks</p> <p><b>Proposed Solution &amp; Methodology of Modules / Dashboards:</b></p> <p>Module / Dashboard 1: 2 Marks</p> <p>Module / Dashboard 2: 2 Marks</p> <p>Module / Dashboard 3: 2 Marks</p> <p>Module / Dashboard 4: 2 Marks</p> <p>Module / Dashboard 5: 2 Marks</p> <p>Module / Dashboard 6: 2 Marks</p> <p><b>Proposed Technical Architecture (Technology and Software platform,</b></p> | 40 | Compliance Note |

|   |                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |        |
|---|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--------|
|   |                                                                 | <b>proposed, Deployment Model and Architecture) for Modules / Dashboards:</b><br>Module / Dashboard 1: 2 Marks<br>Module / Dashboard 2: 2 Marks<br>Module / Dashboard 3: 2 Marks<br>Module / Dashboard 4: 2 Marks<br>Module / Dashboard 5: 2 Marks<br>Module / Dashboard 6: 2 Marks<br><br>Design wireframes for all Dashboards: 4 Marks                                                                                                                                                                                                                   |   |        |
| 5 | Approach and Methodology to perform the work in this assignment | Qualitative assessment based on <ul style="list-style-type: none"> <li>Understanding of the objectives of the assignment: The extent to which the approach and work plan respond to the objectives indicated in the Statement/Scope of Work</li> <li>Software development methodology proposed (i.e. Water fall model, Spiral model, Iterative, Agile development, Code and fix etc.)</li> <li>Completeness and responsiveness:</li> </ul> The extent to which the proposal responds exhaustively to all the requirements as per Scope of Work in the RFP. | 5 | A Note |
| 6 | Project work break down structure                               | Qualitative assessment based on timeline resource assignment, dependencies and milestones                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 | Note   |
| 7 | Training                                                        | Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description.                                                                                                                                                                                                                                                                                                                                                                                                    | 3 | Note   |
|   | RESOURCE PROFILE                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5 |        |

|   |                                                                                                                                                                                                                                                      |                        |   |                                       |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---|---------------------------------------|
| 8 | Resume of all key technical resources proposed for the assignment<br>1) Project Manager<br>2) Technical Architect<br>3) Business Analyst<br>4) Database Specialist<br>5) QA Lead<br>6) Software Developer<br>7) UI/UX Designer<br>8) Training Expert | Qualitative assessment | 5 | CVs in prescribed format (Annexure 6) |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---|---------------------------------------|

Those Bidders who have secured a minimum of 75 marks in the Technical Evaluation shall be selected for financial evaluation. Adequate notice will be given to allow Bidders or their representatives to attend the opening of the financial proposals. MWRD reserve the right to accept or reject any or all bids without giving any reasons thereof.

#### **XXVIII. Financial Bid Evaluation**

- Method of evaluation of selection of successful Bidder and award of Contract to Bidder shall be based on Cost Based Selection (L1) after successful Technical Qualification. The Financial Proposals of the technically qualified Bidders shall be opened and the purchaser's evaluation in this regard shall be final and binding on the Bidder. The Technically qualified Bidder whose quoted price is the lowest (hereby referred to as L1 Bidder) shall be considered as Successful Bidder.
- The Financial Bids of technically qualified Bidders who have obtained minimum 75% score in Technical Evaluation shall be opened by the purchaser on the prescribed date in the presence of Bidder representatives.
- Amount against each component shall be specified separately by the bidder in the financial proposal and also total amount must be entered, else the bid shall be treated as non-responsive and rejected.
- In the event of two or more Bidders stating exactly the same financial quote, then the bidder whose technical score is highest among them will be considered as a successful bidder.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.
- Errors & Rectification: If there is a deviation/discrepancy between amount in words and figures in financial quote by bidder, in that case the amount in words will prevail.

#### **XXIX. Notification of Award**

The purchaser will notify the successful Bidder on Maha-tender portal. Purchaser will issue letter of commence the work to successful bidder. The Successful Bidder shall pay Performance Guarantee/Security and stamp duty within 15 working days of issuance of Lol. The Work Order will be issued to successful bidder after receipt of Performance Guarantee/Security and stamp duty by purchaser.

#### **XXX. Signing of Contract**

After receipt of Performance Guarantee/Security by purchaser from successful bidder, Agreement will be signed by both the parties within 15 days. The Purchaser shall send the Bidder the Pro forma for Contract, incorporating all terms and conditions of the contract between the parties. The rates in Work Order will be valid from the date of the issue of Work Order till the completion of the work. No representation in this regard will be entertained.

#### **XXXI. Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP or non-payment of Performance Guarantee/ Performance Security within the stipulated time period shall constitute sufficient grounds for the annulment of the award,

In such a case, the Purchaser shall Forfeit the EMD of the successful Bidder.

The EMD of L1 Bidder will be forfeited and L1 Bidder will be disqualified and will be banned for two years for participation in any bid process of MWRD as per GR dated 18/10/2023.

In such a case, there will be a re-tender.

#### **XXXII. Maharashtra Stamp Act 1958**

The Bidder shall pay Stamp Duty on agreement as per provision of Maharashtra Stamp Act 1958 as below:

- \* Where the amount or value set forth in such contract does not exceed Rs.5,00,000 (Rupees Five Lakhs)  
Stamp Duty Rs. 500 (Five Hundred Rupees)
- \* Where the amount or value set forth in such contract exceed Rupees Five Lakhs  
Stamp Duty Rs. 500 plus 0.3 % of the amount above Rupees Five Lakhs subject to maximum of Rupees Twenty-Five Lakhs).

The amount of stamp duty up to Rs 5000/- shall be paid by Franking and the amount above Rs. 5000/- shall be paid by e SBTR.

#### **XXXIII. Goods and Service Tax (GST)**

At the time of payment of R.A. bills, Department shall not pay GST amount to the Bidder. However, it shall be reimbursed or paid to the bidder on submission of paid GST documents certified by Chartered Accountant.

#### **XXXIV. Confidentiality of the Document**

This Tender Document is confidential, and the Bidder shall ensure that anything contained in this tender document shall not be disclosed in any manner, whatsoever.

#### **XXXV. Post Signing of Contract**

Successful Bidder during project duration may have to visit MWRD Office located at Pune and Mumbai multiple times at its own cost. Even whenever needed by MWRD department officers the successful bidder must visit MWRD Office located at Pune at its own cost.

#### **XXXVI. Tender Related Conditions**

The Bidder should confirm unconditional acceptance of full responsibility of completion of work and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the purchaser, the purchaser shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

#### **XXXVII. Rejection Criteria**

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

##### **a. General Rejection Criteria**

- Bids received through Telex /Telegraphic / Fax / E-Mail except wherever required
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- Any effort on the part of a Bidder to influence the purchaser's bid evaluation, bid comparison or contract award decisions
- Bids received by the purchaser after the last date for receipt of bids prescribed by the purchaser
- Does not include requisite documents
- Bids without signature of person (s) duly authorized on required pages of the bid
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

##### **b. Technical Rejection Criteria**

- Technical Bid containing financial details.
- Revelation of Prices in any form or by any reason before opening the Financial Bid
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.

- Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents
- The Bidder not confirming unconditional acceptance of full responsibility of providing services if the bid does not conform to the timelines indicated in the bid.

**c. Financial Rejection Criteria for 2<sup>nd</sup> Stage selected Bidders.**

- Incomplete Price Bid
- Amount against each component shall be specified separately by the bidder in the financial proposal and also total amount must be entered. Else the bid shall be treated as non-responsive and rejected. (Annexure 11)
- Price Bids that do not conform to the Tender's price bid format.
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

## 1.6 Project & Payment Schedule

### 1.6.1. Project deliverables and Timelines

The bidder has to deliver the following deliverables to the Purchaser as part of an assurance to fulfil the obligations under the SLA. The table given below may not be exhaustive and bidder is responsible to provide all those deliverables which may be specified in this RFP but not listed here and those agreed by bidder in response to any request from the purchaser. The timelines for producing each of these deliverables will be in line and closely linked with the overall project timeline as indicated in this RFP.

Any conflict with respect to project and/or deliverable timelines will have to be resolved by bidder in consultation with the purchaser and/or its designated agencies and approved by the purchaser. Thereafter the approved timelines will have to be adhered to by the bidder, unless specified otherwise. It is to be noted that upon completion of Go-live the bidder is required to submit all the updated System Design Documents (SDD), Software Requirement specifications (SRS), Test Plan, Test case source code, application deployment files, user manuals, administration manuals and all other applicable deliverables listed below.

| Activity Name                                                                                               | Key Deliverables                                                                                                                                                       | Timelines         |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Requirement Gathering & Analysis                                                                            | a. Requirement Gathering Document<br>b. Initial draft Requirement Traceability Matrix (RTM)<br>c. Detailed Project Plan<br>b. Software Requirement Specification (SRS) | T1 = T + 30 days  |
| Design                                                                                                      | a. Clickable Wireframes<br>b. Software Design Document (SDD)                                                                                                           | T2 = T1 + 60 days |
| Development                                                                                                 | Updated Software Design Document (SDD)                                                                                                                                 | T3 = T2 + 60 days |
| UAT deployment and Sign-off                                                                                 | a. Test Plan<br>b. Test Cases<br>c. Bug Report based on approved test plan and test cases<br>d. Bug resolution report<br>e. UAT report                                 | T4 = T3 + 30 days |
| Production deployment, Security Audit and Sign-off                                                          | a. Release Note<br>b. Deployment<br>c. Security Audit report<br>d. Initial draft of user Manual of application                                                         | T5 = T4 + 20 days |
| Pilot project and Mock Go-Live                                                                              | a. Pilot Project testing report<br>b. Mock Go-Live<br>c. Usability Testing Report                                                                                      | T6 = T5 + 20 days |
| Capacity Building/Training<br>All interactive sessions will be conducted at Pune/ Nashik /Nagpur Chatrapati | a. Approval of Training plan<br>b. Initial draft of User Manual of application<br>c. Training Videos                                                                   | T7 = T6 + 30 days |

|                                                                                                                                              |                                                                                                                                                                                                                                                                     |                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Sambhaji Nagar office itself. However, if required VC will be conducted from Pune / Nashik /Nagpur /Chatrapati Sambhaji Nagar office itself. |                                                                                                                                                                                                                                                                     |                                                                                         |
| Go-live                                                                                                                                      | a. Release Notes of applications<br>b. Updated Requirement Traceability Matrix (RTM)<br>c. Updated Software Design Document (SDD)<br>d. Updated System Requirement Specification Document (SRS)<br>e. Updated user Manual of application<br>f. Updated Project Plan | $T8 = T7 + 20 \text{ days}$                                                             |
| Warranty Phase                                                                                                                               | Support                                                                                                                                                                                                                                                             | $T9 = T8 + 90 \text{ days}$                                                             |
| Operation & Maintenance (AMC Phase)                                                                                                          | O & M support                                                                                                                                                                                                                                                       | 3 years AMC which will be extendable additional 2 Years based on the performance. (T10) |

\*Where T is the Date of Issuance of Work Order.

- i. All these timelines would also require the Department to commit / adhere to the timelines for review sign-off and approval before Bidder starts the next phase.
- ii. Successful Bidder shall submit progress report fortnightly to the Purchaser and all concerned stakeholders during implementation phase.
- iii. There shall be monthly progress review meeting conducted offline/online with Purchaser and all concerned stakeholders during implementation phase.
- iv. There shall be monthly status review meeting conducted offline/online with Purchase and all concerned stakeholders during AMC Phase.
- v. SLA will be applicable on delay in case of issues highlighted during security audit testing.

### 1.6.2. Payment Schedule & Milestones:

The payment schedule mentioned herewith is for all dashboards to be developed:

| Sr. No.                                                                                                                             | Milestone of payment after submission & approved by WRD                                                                                    | Submission by Bidder & Approved by WRD | (As % of Contract Value) |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------|
| <b>A. Implementation Phase</b>                                                                                                      |                                                                                                                                            |                                        | <b>55%</b>               |
| A1                                                                                                                                  | Project Initiation and submission of Requirement Gathering Template (RGT) document, Detailed Project Plan, SRS & SDD- (for all dashboards) | Yes                                    | 5%                       |
| A2                                                                                                                                  | UAT Testing and UAT Sign-off- (for all dashboards)                                                                                         | Yes                                    | 5%                       |
| A3                                                                                                                                  | Mock Go-Live /Pilot - (for all dashboards)                                                                                                 | Yes                                    | 10%                      |
|                                                                                                                                     | Capacity Building/Training- (for all dashboards)                                                                                           | Yes                                    | 5%                       |
| A4                                                                                                                                  | Successful completion of Security Audit and obtaining necessary Certificate, Production Deployment and Sign-off- (for all dashboards)      | Yes                                    | 5%                       |
| A5                                                                                                                                  | Go-live and Operational Acceptance- (for all dashboards)                                                                                   | Yes                                    | 25%                      |
| <b>B. Warranty Phase &amp; Final Acceptance</b>                                                                                     |                                                                                                                                            |                                        | <b>5%</b>                |
|                                                                                                                                     | Technical documentation related to System Support & Final Acceptance                                                                       | Yes                                    | 5%                       |
| <b>C. Operation &amp; Maintenance - AMC Phase</b><br>(To be divided equally in Quarterly payment payable at the end of the quarter) |                                                                                                                                            |                                        | <b>40%</b>               |
|                                                                                                                                     | <b>Total</b>                                                                                                                               |                                        | <b>100%</b>              |

### 1.6.3. Payment Terms

- i. The bidder's request for payment shall be made to MWRD in writing, accompanied by an invoice describing, as appropriate, the milestone or milestones, delivered along with necessary reports/documents (Project Status Report, Resource Utilization Report etc.)
- ii. Once milestone sign-off is done, Payments shall be made by MWRD, after submission of a valid invoice by the bidder along with the fulfilled documents.
- iii. Payment Milestone as % of Contract Value for AMC Phase -Support and Maintenance Period (To be divided equally in Quarterly payment payable at the end of the quarter)
- iv. If any additional copies of invoices and deliverables are requested, the same should be provided to MWRD.
- v. Bidder should submit GST documents & CA certificate and other relevant documents along with the invoices, GST will be reimbursed only after receipt of valid documents
- vi. Payment for invoice raised by the bidder for milestone/milestones shall be made only after satisfactory completion of milestones approved by competent authority of MWRD as per availability of funds.
- vii. All the payments shall be made only in INR.
- viii. All statutory deductions are applicable under the laws of India. (GST/IT TDS, etc.)
- ix. Payment shall be made as per the availability of funds.

### 1.6.4. Services during Warranty period

The payment for the services during warranty period shall be made on a Quarterly basis on submission of bills along with monthly performance reports. The bidder shall submit a separate bill for the same. Payment for bills raised by the bidder be made only after approval by Executing Engineer, Governance Computerization Division, Pune, WRD.

### 1.6.5. Taxes and Duties

- i. For Goods or Services supplied, the bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies. In unavoidable case any taxes, stamp duties, license fees, and other such levies, if paid by WRD other than service tax shall be recovered from the bidder.
- ii. For the purpose of the Contract, it is agreed that the Contract Price of Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission. If any Tax rates are increased or decreased, a new tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the bidder, its Subcontractors, or their employees in connection with performance of the contract, an equitable adjustment to the Contract price shall be made by taking into account any such change by addition to or reduction from the Contract price, as the case may be.

### 1.6.6. Operational Acceptance

**Definition-** Operational Acceptance is to ascertain whether the system confirms to the technical requirement and meets the standard of performance quoted in the bid, including but not restricted to the functional and technical performance requirements. The bidder shall be responsible for managing OAT (Operational Acceptance Testing), Load Testing, Performance Scalability testing, etc. as per mutually agreed criteria.

The bidder shall achieve Operational Acceptance of the System within a period of 60 days after Go-Live across the state. Extended time if any required for achieving Operational Acceptance in unavoidable situation be given by competent authority of WRD if required by either WRD or the bidder.

### 1.6.7. Final Acceptance

At the end of the Final Acceptance period, WRD will acknowledge complete final acceptance in writing to the successful bidder upon completion of the following:

All required activities as defined in the bid document (including RGT) including all changes agreed by WRD and delivered by the Successful Bidder and accepted by WRD.

All required system functionality as defined in the bid document (including RGT) including all changes agreed by WRD and delivered by the Successful Bidder and accepted by WRD.

All required documentation as defined in this bid document including all changes agreed by WRD and delivered by the Successful Bidder and accepted by WRD.

All required training as defined in this bid document including all changes agreed by WRD and delivered by the Successful Bidder and accepted by WRD.

All identified shortcomings/defects in the systems have been addressed to WRD's complete satisfaction.

The Successful Bidder must agree to above criteria for complete final acceptance and further agrees that:

It will provide without additional charge to WRD and in a timely manner, all additional services and products not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance.

In order to accept the system, WRD must be satisfied that all of the work has been completed and delivered to WRD's complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Successful Bidder in the presence of WRD staff.

**NOTE:** The acceptance test of the application system will be conducted with the live/actual data.

## **Section - II SCOPE OF WORK**

## 2 Scope of Work

### 2.1 Introduction:

WRD deals with Planning, Investigation, Design, Construction and Maintenance of Major, Medium, Minor irrigation project, Lift Irrigation Schemes and hydropower projects in the state. Dams, Barrages, KT Weirs, system of canals and distribution network (Open or Piped distribution system) with structures are constructed to store, manage and supply the water for Domestic, Irrigation, Industrial, Hydropower, Navigation and Environmental purposes.

In order to accelerate the completion of irrigation projects in Maharashtra State, the Government has established five Irrigation Development Corporations in the state. Viz. Maharashtra Krishna Valley Development Corporation (MKVDC), Vidarbha Irrigation Development Corporation (VIDC), Tapi Irrigation Development Corporation (TIDC), Godavari Marathwada Irrigation Development Corporation (GMIDC) and Konkan Irrigation Development Corporation (KIDC). All the Corporations are headed by the officers of the rank of Secretary to Government and designated as Executive Director.

Currently, WRD collects project progress updates (physical, financial) in a scattered manner using various individual Google Sheets and Excel workbooks and dashboard is created using power BI tools. WRD collects yearly information required for budgetary planning for next financial year through Excel work books from IDCs. For monitoring of Revised Administrative Approval (Suprama) web-based system is developed and dashboard is created using Microsoft Power BI tools. To monitor the water user associations established under Maharashtra Management of Irrigation System by Farmers (MMISF) Act, 2005, and the Cooperative Societies Act, 1960 the entry from concerned field offices is done in excel sheet and dashboard is created in Power BI tool. WRD also collects yearly information required for preparation of water auditing and benchmarking report of state in standard format of excel work books. For KRA monitoring of circle offices data is collected using google sheet and dashboard is created using power BI tool. For monitoring of works under MIIP, Special repairs, various schemes, Mechanical, Electrical works etc, there is no online system developed so far. The manual data entry, its compilation and communication causes time lag and results into delayed decision making. Therefore, it is necessary to develop web and mobile based project progress monitoring system.

The PPMS system will help to

#### **Reduce Efforts and Improve Efficiency:**

- Minimize field offices' efforts for reporting information with defined frequency.
- Enhance the productivity and responsiveness of employees, reducing cycle time and repetition of activities through a Project Monitoring System (PMS), database, knowledge centre management, and improved communication mechanisms.

#### **Advanced Reporting Capabilities:**

- Provide the ability to generate ad-hoc reports based on data authorization, as needed by users.
- Facilitate various analyses and analytics for all project progress.

#### **Develop a Versatile Web & Mobile Application:**

- Create a web & Mobile application accessible from mobile devices, tablets, laptops, and desktops.
- Enable a single application for end-to-end monitoring of projects.

#### **Project Management and Monitoring:**

- Improve the efficiency of water resources project management and provide necessary information support to higher officials for monitoring KPI-based project progress.
- Automate project progress monitoring.

#### **Seamless Data Integration:**

- Enable seamless monitoring of project bottlenecks, highlighting project-specific issues and their statuses.
- Utilize uniform MIS data gathering web forms to collect project progress updates across the WRD, Maharashtra.
- Provide secured data exchange APIs for sharing required progress data with other applications.

## 2.2 Objectives:

The main purpose of the Project Progress Monitoring System (PPMS) is to track the status of completed, ongoing projects works (Civil works, Mechanical works, Electrical Works etc.), works under Dam Safety Act, Dam Rehabilitation Improvement Programme (DRIP), MIIP, PMKSY, BJSY, NABARD schemes etc along with yearly budgetary planning and Key Result Area Monitoring as per requirement of WRD. The system will generate MIS required for decision making at appropriate level of monitoring. This will involve monitoring project(s)/work(s), schemes, WUA, KRA in different ways (IDC/region/circle/district/division etc.) as per requirement of WRD. The dashboard will facilitate the monitoring and analysis of different kinds of parameters as per requirement.

The key features of the system are as follows:

- a. The web application should automate various functions/processes and further leverage an open-source environment.
- b. The web application consists of a login Id credentials to login into the application and fill the various forms related to the project and updates the project progress by entering necessary data, photos, videos.
- c. This application shall be developed in compatible mobile platform.
- d. The system shall be able to generate or upload the office documents as required and used by WRD.
- e. Web Application with open-source platform, cloud neutral technology with independent / flexible technologies.
- f. The system should have login management facility (WRD users, Non WRD users, Admin and Super Admin)
- g. The system should generate or upload all the document in the word / excel / pdf /design / drawing format.
- h. The system shall have facility for Admin user for mapping of projects and their concerned offices, updating of office master, project master, work master etc. Admin shall be able to add, delete, relocate office-project hierarchy mapping and other masters also.
- i. The system shall send notification by email / SMS/WhatsApp msg to WRD user for notifying purpose.
- j. The system shall have facility to generate One Time Password (OTP) for authentication.
- k. The system shall generate the trail and log of entry done by user.
- l. The system shall not delete any entry if any kind of approval is given, or such entry is used in system.
- m. The system shall create a workflow and approval system as per the office hierarchy and delegation of financial and administrative powers.
- n. The system shall have provision of super administrator authority of officers in MWRD and a local office level administration to manage the software module as per the hierarchy and delegation of authority in MWRD from both frontend and backend.
- o. The system shall be able to provide output in the form of built in customized reports, secured data exchange dashboards etc. The system shall provide for writing queries and getting desired outputs from front end as a report. The bidder shall take care of legacy data to ensure no data loss during future system upgrades.

## 2.3 Design and Implementation

The selected System Implementation Agency should be responsible for the following:

- i. Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs as per the requirements of WRD.
- ii. PPMS will be used for monitoring ongoing projects and works related to civil, mechanical and electrical activities related to WRD in a particular financial year & allied activities of WRD. It will include various forms, processes, reports and dashboards.
- iii. The bidder will ensure that the good practices and GoI (Government of India) guidelines for Project Monitoring Web and Mobile application listed below as well as localization are used during the software design, development / customization and implementation phase. In case,

if Business Process Re-engineering (BPR) is required for value addition like process simplification or cost saving, then the details of BPR shall be approved by WRD before implementation.

- iv. Bidder shall carefully go through the indicative regulatory guidelines cited in below table and comply all the regulatory guidelines for successful execution of this project. All the expenses to comply the regulatory guidelines shall be borne by the bidder only.

| Sr.No | Name of guideline                                                  | Description                                                                                                                                                                                                                                  | Requirement |
|-------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1     | Localization & Language Technology Standard                        | Best Practices for Localization of e-Governance applications in Indian Languages for web and mobile applications.                                                                                                                            | Mandatory   |
| 2     | Policy on Adoption of Open Source Software for Government of India | Adoption of Open-Source Software in all e-Governance systems implemented by various Government organizations, as a preferred option in comparison to Closed Source Software                                                                  | Mandatory   |
| 3     | Guidelines for Indian Government Websites (GIGW) 3.0               | These Guidelines address the entire lifecycle of a website, web application right from its conceptualization to design, development, maintenance, and management                                                                             | Mandatory   |
| 4     | Web Content Accessibility Guidelines (WCAG) 2.0                    | The WCAG documents explain how to make web content more accessible to people with disabilities                                                                                                                                               | Mandatory   |
| 5     | Cloud computing policy                                             | State departments shall explore cloud computing as a preferred way for implementing all e- Governance project(s)                                                                                                                             | Mandatory   |
| 6     | e-Governance Standards                                             | Website should be in compliance with e-Governance Standards of Government of India and DIT, GoM                                                                                                                                              | Mandatory   |
| 7     | Interoperability Framework for e-Governance (IFEG)                 | Technical Standards for Interoperability Framework for e-Governance (IFEG) in India Version 1.0 or higher                                                                                                                                    | Mandatory   |
| 8     | MDDS                                                               | Demographic Standards, Character Encoding, Font Standard, eGov. BIDS                                                                                                                                                                         | Mandatory   |
| 9     | eSAFE                                                              | eSAFE-ISF01, eSAFE Framework (and associated documents) or higher                                                                                                                                                                            | Mandatory   |
| 10    | Digital Signatures                                                 | Digital Signatures in e-Governance software                                                                                                                                                                                                  | Optional    |
| 11    | Open standard Framework                                            | Open Standards for e- Governance, Framework for Mobile Governance                                                                                                                                                                            | Mandatory   |
| 12    | e-Governance policies                                              | e-Governance policies of Government of Maharashtra                                                                                                                                                                                           | Mandatory   |
| 13    | Other e-Governance standards                                       | Other e-Governance standards of Government of India (egovstandards.gov.in)                                                                                                                                                                   | Mandatory   |
| 14    | Technology stack                                                   | Details of the website such as Operating System, Database used, Web Servers used, Data Storage required, architecture, functionality, framework used etc. needs to be provided to DIT/SDC for due scrutiny as and when asked for by DIT, GoM | Mandatory   |
| 15    | Security Audit                                                     | Security audit to be performed through CERT-IN empaneled agency.                                                                                                                                                                             | Mandatory   |

The system requirements may include but not limited to below parameters:

- User Management & Login (Role based tentative 5000 users of WRD)
- Work flow or processes in various modules as per WRD requirement

- Irrigation Projects/dams  
Entry of Projects, components, works related to civil, mechanical, electrical as applicable.  
(Approximate no of irrigation projects – 3700)
  - Contract Management for monitoring works
  - Document Management (Central repository)
    - Tender documents
    - DPR (Detail Project Report)
    - Design and drawings of project
    - Approved documents
    - Important letters, Circulars etc.
  - Push Notification through email, SMS, WhatsApp
  - Query based reports and dashboards as per available data in system (GIS data, MIS)
  - Knowledge Management (Central Database Repository)
    - Project and dam wise reports
    - Standard designs and manual
    - Links for Training videos
  - Mobile Application (Android & ios)
    - Data Collector & draw features in Mobile Application (point, line, polygon)
    - Uploading photos, videos from actual site
    - Downloading reports, dashboards through Mobile App
  - Reports & Dashboard: The reports shall be generated in standard as well as customized format provided by WRD as well as query-based reports based on parameters selected from the system and data available in system. User specific reports can be generated and printed as per WRD requirement. The generated reports can be downloaded in Excel/word/PDF format.
- v. The system must be developed with an open-source functionality with necessary customization required in backend and frontend, cloud neutral technology with independent / flexible technologies.
  - vi. The scope of the assignment is not limited to the scope mentioned herein and the scope of assignment would include all such work/function necessary to achieve the objective of the assignment.
  - vii. The system shall be designed with visually appealing dashboards using modern dashboard tools with drill down functionality & filter criteria as per WRD requirement.
  - viii. The GIS data digitized by WRD, must be seamlessly integrated with the application's database to ensure consistency and accessibility.  
Also provide GIS based different functionality as mentioned below–
    - a. Complete map view showing all/any projects under a Corporation/Region/Circle/Division or under district/taluka/village.
    - b. Thematic view of near real time project progress status like- Physical Progress, Financial Progress, Pending Progress and bottlenecks etc.
    - c. All the project related data including field visit/observation data can be viewed, edited/modified and available in reports as per WRD requirement.
    - d. Query builder tool along with other tools should be available and system should be able to fire query based on available data and parameters in GIS & MIS database made available by WRD.
    - e. The application shall be able to run on Open source map API (licensed API needs to be purchased by bidder). Deliverables include a map interface integrated with satellite-based layers.
  - ix. AI Chatbot should be integrated into the application, featuring functionality such as search engine-based dashboards built from the available database.

- x. Leverage the WhatsApp chatbot to facilitate user-friendly interactions and improve stakeholder engagement via broadcast messaging and responsive query handling.
- xi. Application developed shall be compatible for implementation of CPM and PERT methodologies for effective planning, execution & monitoring of construction and irrigation management activities of the project.
- xii. The application must provide bilingual support for both English and Marathi languages.
- xiii. The application should be able to fetch data from existing WRD applications and integration with other WRD applications/ any available open-source applications useful for project progress monitoring.
- xiv. Implement version control mechanisms to track changes made in documents and data over time. This ensures accountability and facilitates rollback to previous versions if necessary.
- xv. Implement role-based access controls to restrict access to sensitive data and functionalities based on user roles and permissions. Legacy data available with WRD shall be provided to SI by WRD for validation and future use of application.
- xvi. Bidder will provide all the resources necessary for completion of the project including team of System architect, Project manager, software developers, testers/QA, Business Analysts, any software required, language translator (English to Marathi) etc. WRD shall be obliged to provide project related information as and when sought by the bidder which shall be used only for this project.
- xvii. Bidder should allocate resources Off Site, however on critical issues resolution onsite help must be extended.
- xviii. Maintenance of the developed application shall also be part of the scope of the bidder during warranty period, AMC and extended AMC (if required) period. Application shall be developed at bidders' premises.
- xix. Bug tracking tool for example Mantis / Jira Bug Tracker etc. to track the bug and to be provided to purchaser with at least 3 user login credentials. The cost associated with the tracker would be borne completely by the bidder.
- xx. The bidder shall carry out a detailed system study to refine the requirements and formulate the Software Requirements Specifications (SRS) incorporating the functional specifications.
- xxi. The bidder shall understand the requirements and propose a best-suited solution meeting the industry standards, which helps in meeting the specific requirements of WRD. The bidder must study the infrastructure needs of the project, gather the detailed requirement, understand the setup and perform the gap analysis.
- xxii. To prepare a Software Requirement Specification (SRS) report based on an independent assessment of the requirement of WRD and the functional requirements as specified in this RFP document for enabling the services identified for implementation under the project.
- xxiii. The bidder to work on the design and development activities after the approval of the SRS documents, the bidder to submit high level architecture documents of the proposed solution and prepare detailed Software Design Document (SDD) for approval before starting the development activities. The bidder is responsible for preparing the test plan and test cases for unit integration and QA testing and has to submit the same with results and get approval before moving to UAT.
- xxiv. The software development and QA Testing should be performed on successful bidder's servers/cloud environment and the system must be migrated on WRD cloud at his own cost.
- xxv. Establishing a dedicated testing environment within the department's cloud infrastructure.
- xxvi. WRD will bear the hosting cost for Government Server for UAT (Staging/testing) and production servers in cloud environment.
- xxvii. When the tested software is deployed on WRD's cloud, there should be a round of testing done before Go-Live.
- xxviii. The System Integrator (SI) shall be responsible for the costs associated with the integration of the WhatsApp chatbot, as well as its any recurring charges during contract period including AMC & extended AMC (if required).
- xxix. WRD will provide the E-mail and SMS gateways, while the System Integrator (SI) will be responsible for supporting and integrating these gateways into the application.

- xxx. The SI shall be responsible for bearing the expenses related to the domain name and SSL certificate for the entire duration of the contract.
- xxxi. All interactive sessions will be conducted at Mumbai / Pune & at Irrigation Development Corporation offices (IDCs) located at Nagpur, Chh. Sambhajinagar, Pune, Jalgaon, Thane as per WRD requirements. Number of visits may be around 3 to 5 times per corporation during requirement gathering, testing and training phase. The SI shall be responsible to coordinate and provide necessary support for acceptance testing and systems audit (functionality, process, performance & security audit etc.) to be performed.
- xxxii. Bidder shall conduct security audit, engage a suitable neutral and technically competent third-party agency or agencies for conducting audit and certification, upon intimation by the Bidder that the system implementation is complete.
- xxxiii. Security Audit shall be done after all feedback implementation (UAT, Training feedback and Pilot Project) and before Go-live.
- xxxiv. Subsequent Security Audit certification would be based on prevailing DIT, GoM guidelines. No additional cost for any subsequent Security audit and obtaining Security Audit certificates would be payable to the System Integrator during the Contract period. The security audit shall be done once every year by the successful bidder.
- xxxv. Implement necessary security and data validation controls during the development of the software application, security from all types of unauthorized / malicious access such as hackers, malware, spyware and Trojans etc. Adequate measures should be taken to prevent cross-site scripting, SQL injection, phishing and session hijacking.
- xxxvi. Preparation of necessary User and Trouble Shooting manuals, conducting training sessions for WRD users, administrators, trainers shall also be part of the scope of the bidder Including Training videos.

**PPMS Masters (Tentative) include:**

- 1) Project Master
- 2) Work Master
- 3) Dam Master
- 4) Office Master
- 5) Location Master (District, Taluka, Village)
- 6) Type of project (Major, Medium, Minor)
- 7) Status Of Project (Completed, Ongoing, Yet to start)
- 8) Budget Master (Annual, Supplementary)
- 9) WUA Master
- 10) Unique Tender Number
- 11) KRA parameter Master
- 12) User Master
- 13) Claims Status in IDCs (Approved, Pending, delayed)
- 14) Contractor Master
  - Contractor performance history
  - Financial updates
  - Blacklist details
- 15) LAR Master
- 16) Land Master
- 17) Other relevant master as per directed by Engineer In charge and as per requirement of WRD.

**a) PPMS configuration and Developing Unique Tender Number Generation Application:**

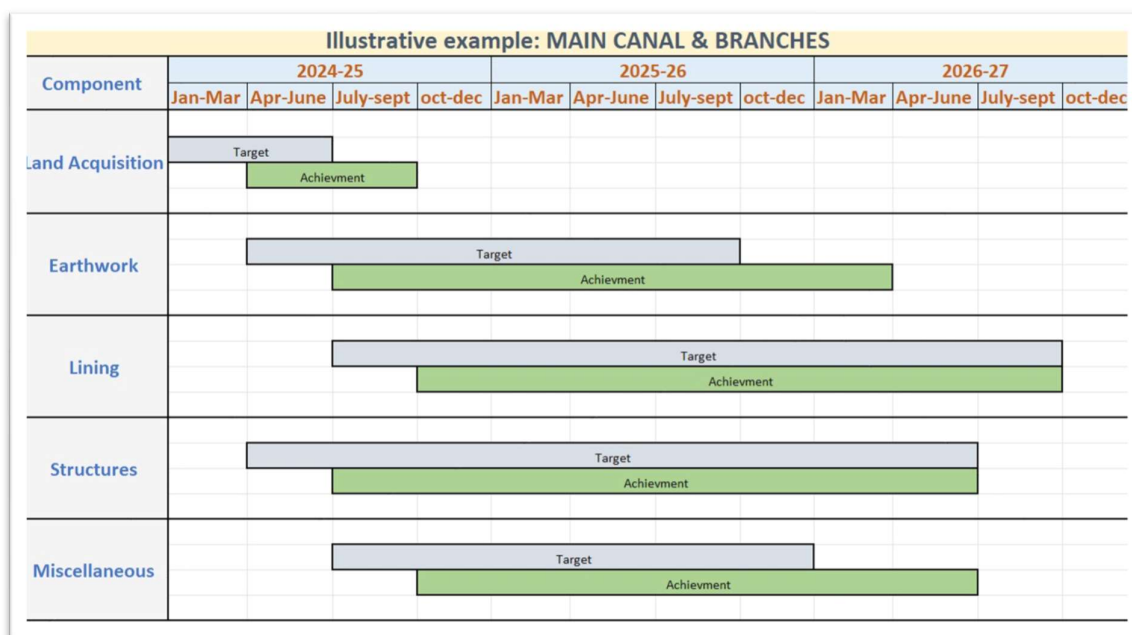
- For simplification of all IDCs admin work, WRD needs application of unique tender number generation system.
- In this application field offices should be able to fill required information online and also upload required scanned form/ documents.
- It also includes PPMS configuration, Thematic Customization, Master Creation and User onboarding and all related activities which are essential for PPMS application.
- User Log-ins Requirement for Tender Number Generation System.

- This module contains detail information of process flow from office to office of WRD such as: IDCs, Region, Circle, Division, Sub division.
- Sample Work Plan for monitoring progress (Physical and financial) of various works/ systems/ items of project included in RFP is as below:

The frequency of monitoring (monthly/quarterly/yearly etc.) shall be defined by WRD.

(This is indicative only)

- Dam & Reservoir
  - Land Acquisition
  - Earthwork
  - Excavation
  - Embankment
  - Masonry
  - Concrete
  - Gates
  - Miscellaneous
- Main Canal & Branches
  - Land Acquisition
  - Earthwork
  - Lining
  - Structures
  - PDN (Pipe Distribution Network) works
  - Miscellaneous
- Distributaries & Minors
  - Land Acquisition
  - Earthwork
  - Lining
  - Structures
  - PDN (Pipe Distribution Network) works
- Storage Creation (Mcum)
- Potential Creation (Ha)



Apart from civil engineering works, the system shall include monitoring of works under Mechanical & Electrical category also as below:

**b) Mechanical Organization Works**

**Introduction:**

As per requirements from Mechanical wing the dashboard of mechanical activities like Pakharan program shall be done on yearly basis. The dashboard will show status of target of work to be done by mechanical wing and actual work completed, it is planned to bridge the gap between proposed and actual progress of work.

**Objective:**

- To track the status of projects and monitor their progress through different stages.
- To generate MIS required for decision making at higher level.
- To monitor individual project details and select various categories of project for analysis.
- To facilitate the monitoring and analysis of financial & physical progress of the projects.

**Master Data:**

1. Office Master Civil (corporation, region, circle office, Division Office)
2. Office Master Mechanical (Region, Circle office, Division Office)
3. Project Master
4. Type of work (Earthwork, Canal cleaning, Gate manufacture)
5. Proposed work (name of canal, Name of Dam, Type of gates)

**Dynamic Data**

1. Proposed work for the year
  - I. Banking work of canal (TCM) & Rate per Cu.m
  - II. Earthwork (TCM) & Rate per Cu.m
  - III. Rock excavation (TCM) & Rate per Cub.m
  - IV. Bush removal (TSM) & Rate per Sq.m
  - V. Desilting of canal (TCM) & Rate per Cub.m
2. Gate repair / Manufacturing (tonnage)
3. Deployment program (1<sup>st</sup> priority, 2<sup>nd</sup> priority)
4. Progress up to previous Month
5. Daily work slip for earthwork
6. Remarks

Above parameters are tentative and there may be change in the parameters at the time of development of system.

**c) Electrical Organization Works**

**Introduction:**

As per requirements from Electrical wing of WRD dashboard of hydro power project related activities like LoP, LoI, TEFR, DPR, design, procurement, installation, inspection, commissioning, operation, maintenance and repairs should be monitored through the system. Also, electrical works (switch yard, electrical lines, solar works etc) related to Lift Irrigation Schemes (LIS) are to monitored through system. So, this dashboard will show status of proposed physical work by electrical wing and actual work completed. It is planned to bridge the gap between proposed and actual progress of work.

**Objective:**

- To track the status of projects and monitor their progress through different stages.
- To generate MIS required for decision making at higher level.
- To monitor individual project details and select various categories of project for analysis.
- To facilitate the monitoring and analysis of financial & physical progress of the projects.

**Master Data**

1. Office Master Electrical (Region, Circle, Division Office)
2. Project Master
3. Type of work (design, procurement, installation, inspection, commissioning, operation, maintenance and repair)
4. Proposed work

### **Dynamic Data**

1. Hydro projects Design, procurement, installation, inspection, commissioning, operation, maintenance and repair.
2. LIS projects Transformers, electric conduits, switchyard, cables etc. design, procurement, installation, inspection, commissioning, operation, maintenance and repair.
3. Solar project status.
4. Interstate projects.
5. Projects under PPP
6. Remarks

Above parameters are tentative and there may be change in the parameters at the time of development.

## **2.4 Dashboards:**

The dashboards shall be developed drill down type and as per requirement of WRD. The system comprises of below dashboards:

### **2.4.1. Project Progress Monitoring**

#### **Introduction:**

The Project Progress Monitoring System (PPMS) is to track the status of completed, ongoing projects works (Civil works, Mechanical works, Electrical Works etc.), works under Dam Safety Act, Dam Rehabilitation Improvement Programme (DRIP), MIIP, PMKSY, BJSY, NABARD schemes etc along with yearly budgetary planning, water auditing, benchmarking, irrigation status report and Key Result Area Monitoring as per requirement of WRD.

The ongoing project progress monitoring MIS & dashboards which will include monitoring of Major, Medium and Minor projects of WRD for year 2025-26. The number of 234 is not static and may change in future.

The Main purpose of this project is to monitor and analyse the key performance indicators highlighted in the dashboard and monitor the current and leading project status. The key indicators are Scheme, category, project type, corporation, region, circle and district. The monitoring parameters are financial status (eg. updated cost, total expenditure and balance cost), physical status (eg. projected IP, IP created, Balance IP, Projected storage, created storage and balance water storage) and Bottlenecks of projects. Additionally, system will track the count of bottlenecks, highlighting project-specific issues and their status.

The main purpose of the ongoing project progress monitoring MIS & dashboard is to track the status of projects and monitor their progress through different stages. Currently most of the information is prepared manually by field offices in conventional manner, which will get the comprehensive, authoritative, and consistent data & information of water resources along with allied natural resources in a standardized application with tools to search, access, visualize, understand, and analyse the data for assessment, monitoring, planning, development. This module shall have facility to upload time stamped videos and photos and other information of project through mobile application. The data of 244 ongoing projects is available with WRD in excel sheets and in the form of Gdb/shape files.

#### **Objective:**

The main purpose of the ongoing project monitoring dashboard is to track the status of projects and monitor their progress through different stages. To generate MIS required for decision making at higher level. At present, lot of information is asked from Mantralaya/higher offices in day-to-day basis. Field offices gather this information from concerned offices in prescribed format and compile it. This will involves monitoring individual project details and selecting various categories for analysis. The dashboard will facilitate the monitoring and analysis of financial Progress, physical progress, and bottleneck issues across projects.

For ongoing projects, under civil category, the system will monitor various parameters as below:

- a) **Land Acquisition, Rehabilitation and Resettlement works Module:** Entering time to time information related to land acquisition like total land required, type of land (government, forest, private), acquired till date and balance status, status of proposals, legal sections details, status &

approval details, Remarks etc. This will also include Rehabilitation and Resettlement works of irrigation projects.

- b) Clearance Module:** Entering information related to different clearances such as MWRRA, Environmental, Forest, Central Water Commission (CWC).
- c) Survey & Design Module:** Monitoring of status of different activities involved during survey, design. entering information related to Annual Design Program (ADP), data submission status, design status, approvals to design status etc.
- d) Revised Administrative Approval (RAA) Module:** Entering information related to Administrative Approval (AA)/RAA
- e) Physical progress monitoring Module:** Physical progress can be monitored in terms of different parameters e.g. Irrigation Potential (IP) created, water storage created, actual irrigation etc. System should have facility to monitor project wise, office wise progress. System should have facility to prepare and present physical progress of project in the form of milestone/Work Break down (WBS) structure, bottlenecks of project, in the form of Gantt chart. System should have facility to show target/Planned and actual achieved in graphical manner with timelines. This module shall have facility to upload time stamped videos, photos and other information of project through mobile application. Video and photo of the projects as well as data can be viewed simultaneously. The system should have facility to show all photos on one screen so that user can compare it.
- f) Financial progress Module:** Financial progress can be monitored in terms of cost of the project, expenditure incurred, balance cost of the project, annual budget, expenditure incurred (cumulative, yearly, quarterly, monthly) in a particular financial year. It will be shown on the chart comparing its target cost and actual cost at any particular time in the form of reports and dashboards.
- g) Bottlenecks:** Critical activities or issues of the project can be monitored.

**Key Performance Indicators & Masters are as below:**

- Project Master
- Dam Master
- Office Master.
- Location Master (district, taluka, village)
- Physical Status of project
- Type of project
- Financial year
- Budget Master (Annual, supplementary, total)
- Revised Administrative Approval (RAA)
- Status of Approval
- Bottlenecks.
- Other relevant master as per directed by Engineer In charge and as per requirement of WRD

**Water Auditing, Benchmarking Report and Irrigation Status Report (ISR):**

Water Auditing report, Benchmarking Report and Irrigation Status Report is in standardized format and data is compiled every year using excel workbooks. The state water audit report is available on Web site <https://wrд.maharashtra.gov.in>. This report indicates all the details required for water auditing viz. type of data required, indicators of evaluation and formats of reports. Similarly, there are excel workbooks which compile data related to benchmarking and ISR in standard format. The formats of compiled data are attached in Appendix IV- Irrigation Status Report.

It is required that the bidder shall design and develop system which will offer user friendly standard template for capturing the data required for water auditing, benchmarking and ISR. The format of excel workbook is attached separately in Appendix IV- Irrigation Status Report of this RFP.

**Budgetary Planning:**

WRD collects yearly information required for budgetary planning for next financial year through Excel workbooks from IDCs. The format of compiled data are attached in Appendix IV- budgetary planning.

## 2.4.2. Maharashtra Irrigation Improvement Program (MIIP)

### Introduction:

As per the Government Resolution dated 9th September 2019, approval has been granted under the Maharashtra Irrigation Improvement Program (MIIP) for the improvement of the canal distribution systems of incomplete as well as completed irrigation projects in the state. In Maharashtra, the total number of completed irrigation projects are 3,778, with a created irrigation potential of approximately 55 lakh hectares. However, the actual irrigated area is about 42 lakh hectares. Accordingly, it is planned to bridge the gap of about 4.28 lakh hectares by improving the canal distribution system of 155 projects.

### Objective:

- To track the status of projects and monitor their progress through different stages.
- To develop Management Information System (MIS) for collecting information in beginning of the project which will be helpful during project execution.
- To generate MIS required for decision making at higher level
- To monitor individual project details and select various categories for analysis.
- To facilitate the monitoring and analysis of financial & physical progress of the projects.

### Key indicator for these Projects:

#### Master Data

1. Office master (corporation, region, circle office)
2. Project master
3. Project Name
4. Location master (district, taluka, village)
5. Year of opening of the project's canals
6. Projected irrigation capacity
7. Main canal Total length.
8. Distributary Total length
9. Tender Master
10. Other relevant master as per directed by Engineer In charge and as per requirement of WRD.

#### Dynamic Data

1. Average actual irrigated area over the past 5 years
2. Created irrigated area/capacity and actual irrigation area difference
3. Main canal length
4. The length of work has to be done
5. Distributary canal length
6. The length of the work has to be done.
7. Results from restoration (Increase in actual irrigated area/ Savings in water)
8. Estimated cost of main canal and Distributary canal under (MIIP)
9. Cost per area
10. Price per One Million Cubic Feet
11. Remarks

Above parameters are tentative and there may be change in the parameters at the time of development.

### 2.4.3. Water User Associations' (WUA) Monitoring Dashboard:

#### Introduction:

The Maharashtra Management of Irrigation System by Farmers (MMISF) Act, 2005, was enacted to involve farmers in irrigation management across the state. The primary objective of this act is to develop a sustainable and efficient water management system, ensure proper water distribution, and enhance the efficiency of irrigation projects. Previously, water user associations were registered and established under the Cooperative Act, 1960.

The goal is to establish water user associations for all projects in the state and transfer the irrigation area to these associations. The establishment (registration) and operationalization of water user associations are crucial in the water management process of the Water Resources Department. Only after the establishment of these associations can the goal of improving irrigation efficiency in projects be achieved. Therefore, it is essential to monitor the water user associations established under both the Maharashtra Management of Irrigation System by Farmers (MMISF) Act, 2005, and the Cooperative Societies Act, 1960.

#### Objective:

- To track the status of WUAs and monitor their progress through different stages.
- To develop Management Information System (MIS) for collecting information required for monitoring of WUAs working.
- To generate MIS required for decision making at higher level
- To monitor individual WUA details and select various categories for analysis.
- To monitor implementation of MMISF Act 2005 through various parameters.
- To Collect the information required for grading of WUA by Chief Auditor Office.
- To collect the information required during preparation of "Maharashtra Sinchan Vikas" Traimasik.

#### Key Features

- It will facilitate easy monitoring and accounting of water supplied to WUAs.
- The data will be collected and saved on cloud environment and will be easily available for various studies and reports in future.
- It will keep all the concerns informed about progress and performance of water supply.
- Should be able to generate Quarterly/Yearly query-based reports as per the requirement.
- Real time updating in dashboard as per the data received from IoT application.

#### Key Performance Indicators:

- Name of Corporation
- Name of Chief Engineer's Office
- Name of Circle Office
- Name of Division
- Name of Project
- Name of Water Users Association
- Canal Name
- Village
- Taluka
- District
- Region
- Status of WUA (Implemented / Under Process / Future Water Users Association)
- Scheme under which Project is included (PMKSY/Baliraja/CADWM/State/NABARD)
- Type of Project
- Current Status of Project
- Operational Area (Location) of Water Users Association
- Name of Act under which WUA register
- Registration Number
- Area under Water Users Association
- Approved Water Quota (Entitlement) in TCM

- Details of Last Audit (Month/Year)
- Details of Last Elections (Month/Year)
- Water Usage in Previous Year (TCM)
- Actual Irrigated Area (Crop Area) in Hectares
- Water Charges Collected and Deposited to Government (₹)
- Rainfall Category (A/B)
- Special Remarks / Awards
- Beneficiaries Village
- Beneficiaries Number
- Season wise Rotation Schedule
- Period wise Rotation Schedule
- Rotation Number
- Discharge Water Count (M<sup>3</sup>/h)
- Total Water Supply (M<sup>3</sup>/h)
- Sensor Type
- WUA Establish Year
- Unique Code
- Latitude
- Longitude
- Farmers/Members Master
- Other relevant master as per directed by Engineer In charge and as per requirement of WRD.

Above parameters are tentative and there may be change in the parameters at the time of development.

#### **Functional Requirements:**

##### **Data Management and Integration**

- The system shall maintain a centralized database of all Water User Associations (WUAs) across major, medium, and minor irrigation projects.
- The system shall support integration with IoT-based water flow monitoring systems to automatically fetch and update real-time data related to water supply.
- The system shall allow data import/export in multiple formats (Excel, CSV, PDF, KML) for analysis and reporting.
- The system shall enable linking and synchronization of data from different field offices, project divisions, and PM GatiShakti (PMGS) GIS portal layers.

##### **Key Parameters of WUA**

- The system shall maintain detail parameters of each WUA including:
  - I. Registration number and year
  - II. Name and address of WUA
  - III. Command area and project details
  - IV. Approved water quota and tariff structure
  - V. Crop area details
  - VI. Contact information of secretary and chairman
- The system shall assign a Unique Identification Number (UIN) to every WUA for easy tracking and management.
- The system shall provide search and filter functions by project, district, taluka, type (Major/medium/Minor) or registration status.

##### **Monitoring and Analytics**

- The dashboard shall provide real-time visualization of water supply and consumption data received through IoT devices/flowmeters.
- The system shall enable monitoring of:
  - Volume of water supplied to each WUA during each rotation period
  - Supply trends by project, canal, and region

Status of operational, non-operational WUAs

- The dashboard shall generate automated performance indicators such as efficiency, quota utilization, and supply reliability.
- The system shall allow comparison and analysis of WUAs based on multiple indicators (e.g., area, performance, water usage).
- The system shall enable visualization through charts, graphs, and maps (bar chart, line graph, pie chart, histogram).

#### **Reporting and MIS Generation**

- The system shall generate Management Information System (MIS) reports to support data-driven decision-making at the departmental and state levels.
- The system shall provide query-based, customizable reports (Daily, Weekly, Monthly, Quarterly, yearly).
- Reports shall be exportable in Excel and PDF formats.
- The system shall support automated email/SMS alerts to stakeholders for key updates or deviations.

#### **User Roles and Access Control**

- The system shall support role-based access control for various users:
  - State-level
  - Corporation
  - Chief Engineer
  - Circle/Division/Sub Division/Section
  - Data Entry Operators (if required)
  - WUA Representatives (view-only access)
  - Admin
- The admin should have the ability to define and manage user roles, assigning specific permissions for data entry, data viewing, and report generation based on user responsibilities.

#### **Communication and Information Module**

- The system shall include a news and updates section related to WUA activities and achievements.
- It shall display success stories and award-winning WUAs as part of motivational and knowledge-sharing features.
- The system shall include information on audits, elections, and board of directors of each WUA.

The Bidder also needs to Design, develop and implement an integrated digital platform for management, monitoring and reporting sanctioned water entitlement across irrigation, drinking and industrial sectors to ensure transparency, compliance and equitable distribution. The Digital Platform for Sanctioned Water Entitlement will provide an integrated, transparent, and real-time system for managing sanctioned water allocations across irrigation, drinking water, and industrial use. The platform will record sanctioned quotas, monitor releases, track utilization, and ensure compliance with government regulations. The Objective and functional requirements are given below:

Objective:

- i. To create a centralized digital repository for sanctioned water entitlements.
- ii. To enable allocation, scheduling, and monitoring of water releases against sanctioned quotas.
- iii. To provide real-time dashboards, analytics, and compliance reports.
- iv. To ensure equitable distribution and transparency for all stakeholders.
- v. Water Entitlement Allocation define and configure entitlement for irrigation, drinking water, and industrial usage.
- vi. Allocate water based on seasonal demand (Kharif, Rabi, Summer). Incorporate government regulations, policies, and entitlements.
- vii. Compare entitlement vs. actual supply in real-time.
- viii. Generate demand-supply balancing reports.
- ix. Generate project-wise, taluka-wise, and sector-wise entitlement reports.
- x. Provide seasonal analysis of utilization against entitlement.
- xi. Ensure compliance with Irrigation Acts, Government Resolutions (GRs), and policies.

- xii. Maintain audit trails for all allocation and distribution decisions.
- xiii. Facilitate transparent access to entitlement records for stakeholders.
- xiv. Role-based user management (Administrator, Project Officer, Farmer, Auditor).
- xv. Provide farmers and industries access to entitlement details via web and mobile applications.
- xvi. Fully functional Water Entitlement analytics modules. Management System (Web + Mobile). Centralized entitlement database.
- xvii. Real-time monitoring dashboards. Reports and analytics modules.

Functional Requirements:

- I. System shall maintain all the data base required for issuance of Water Entitlement.
- II. System shall assist RBA in issuance of bulk water entitlements for various water user entities viz. Irrigation water supply, Municipal water supply, industrial water supply, rural water supply etc. quota allotted at basin level/sub-basin level/project level, criterions laid down by MWRRA, priorities assigned to such categories in State Water Policy (which is available on [www.mahawrd.org](http://www.mahawrd.org)) & directives of Canal Advisory Committee.
- III. System shall provide templates for computation of Bulk Water entitlements for WUAs in Kharif, Rabbi & Hot weather seasons as per the guidelines given. in technical manual.
- IV. System shall maintain the entity wise water entitlement database & provision to modify it after review.
- V. System shall provide templates for capturing water applications through portal.
- VI. System shall generate following reports (indicative only)
  - 1. Water applications received.
  - 2. Category wise entitlements issued.
  - 3. Category wise /Entity wise entitlements issued.
  - 4. Various Grants and Utilization
  - 5. Elections and details
  - 6. Area Irrigated
  - 7. Category & Marks

## 2.4.4. Pumped Storage Projects (PSPs), Hydro-Electric Project monitoring & Renovation, Modernization, Uprating and Life Extension (RMU & LE) of Hydroelectric Projects

### A. Pumped Storage Projects

#### Introduction

As per the Government Resolution dated 20th December 2023, Pumped Storage Project (PSP) is an established, proven and cost-effective technology for storing electricity during the times of high generation and/or Low demand which can then be released in peak demand. PSPs are designed to shift electricity to periods of peak demand so that power is stored when it is least expensive and then used during peak demand when prices are high.

#### Need of Policy

The Government of India, Ministry of Power, in its report on energy storage, suggested an initial energy storage procurement of 15-20% capacity and recommended cost approval for ancillary services provided by ESS. Recent guidelines issued by the MoP, including project site allotments and financial incentives, have created a favorable environment for hydro projects and PSPs, especially in Maharashtra with its Sahyadri ranges. To further boost PSP development, the Water Resources Department is promoting Public-Private Partnerships (PPP) and published comprehensive policy documents to streamline PSP development in the state vide GR dt. 20.12.2023

#### Objectives of Policy

- To track the status of projects and monitor their progress through different stages.
- To develop Management Information System (MIS) for collecting information at the beginning of the project which will be helpful during project execution.
- To generate MIS required for decision making at higher level
- To monitor individual project details and select various categories for analysis.
- To facilitate the monitoring and analysis of financial & physical progress of the projects in prescribed format.

#### Benefits of PSS Project System

This Dashboard will facilitate monitoring of status of following activities

1. Issuance of Letter of Permission
2. Issuance of Water Allocation Certificate by CE Hydrology & Dam Safety
3. Signing of HPDA by Promoter and CE(Civil), IDC
4. Registration of HPDA by Promoter
5. Online Mandatory payments to IDC
6. Online Submission of TEFR for Co-Located Solar Project to CE(Electrical)
7. Online Payment of Processing Fees to SE KEMDC, Pune
8. Issuance of Letter of Permission by CE(Electrical), Mumbai (for Solar Project)
9. Signing of Supplementary Lease Agreement by Promoter and CE(Civil)
10. Registration of Supplementary Lease Agreement by Generating Company
11. Convenience, Accessibility & Flexibility to the process
12. Increase Speed & Efficiency of the process

#### Key Performance Indicator:

##### Master Data

- Proposed Project Name
- Proposed Capacity (MW)
- Agency Name
- MoU Date
- Upper Reservoir
  - Village/Town
  - Taluka
  - District
  - Longitude
  - Latitude

- Upper Reservoir IDC
- Lower Reservoir
  - Village/Town
  - Taluka
  - District
  - Longitude
  - Latitude
  - Lower Reservoir IDC
- Other relevant master as per directed by Engineer In charge and as per requirement of WRD.

#### **Dynamic Data**

- Proposed Investment (INR Cr)
- Proposed Employment (Nos)
- Proposed One Time Water Filling (MCM)
- Annual Recouped (MCM)
- Water Allocation Status
- Status of Water Allocation Certificate
- Water Allocation Pending with Office
- DPR Status
- DPR Remark
- IDC Responsible for Water Allocation

Above parameters are tentative and there may be change in the parameters at the time of development.

### **B. Small Hydro-Electric Project**

#### **Introduction:**

The Small Hydro-Electric Projects (SHPs) are designed to monitor and manage SHPs pertaining to government and semi-government organizations of the Government of Maharashtra. The application will focus on projects with an installed capacity of less than or equal to 25 MW, harnessing the hydropower potential of the State of Maharashtra.

Water Resources Department has undertaken project for development of Small Hydro-Electric Projects (SHPs) through Public Private Partnership (PPP). Under this policy, 40 projects, with total installed capacity of 160.45 MW have been completed and 8 projects with capacity of 9.30 MW are in progress till date. Further, these projects are generating revenue, on perpetual basis, in the form of water royalty charges and land lease charges.

Having recognized the inherent strengths of private sector such as easy access to state-of-art technology, better managerial skills and comparatively faster decision making which can benefit for timely completion of the projects, WRD has decided to continue to develop SHPs through PPP.

A revised State Hydel Policy for development of small hydro power projects (SHPs) through Private Sector Participation is issued vide GR no. HEP 2022/CR125.2022 dated. 08/10/2024. The SHPs are allotted for development on BOT basis for 40 years as per this policy.

The Techno Economic Feasibility Report (TEFR) of proposed SHP is scrutinized in Koyana Design Circle on consultancy basis and scrutiny report is submitted to Executive Director of concerned IDC for approval. This procedure of scrutiny of TEFR & relevant mandatory procedures before and after the scrutiny of TEFR is proposed now through this module.

#### **Dashboard Objectives:**

- To track the status of projects and monitor their progress through different stages.
- To develop Management Information System (MIS) for collecting information at the beginning of the project which will be helpful during project execution.
- To generate MIS required for decision making at higher level
- To monitor individual project details and select various categories for analysis.
- To facilitate the monitoring and analysis of financial & physical progress of the projects.

**Benefits of The Small Hydroelectric Project System:**

As mentioned in paragraph No. (4), provision of time constraints in module will facilitate the following necessary tasks to be done in specified time.

- 1) Issuance of signed working table to Promoter/Developer by field Chief Engineer (civil).
- 2) Timely submission of TEFR to Koyna Design Circle by developer.
- 3) Compliance of the remarks raised by Superintending Engineer (KDC) by developer.
- 4) Approval to TEFR by IDC.
- 5) Issuance of Letter of Allotment by Superintending Engineer (KDC).
- 6) Signing of HPDA by developer and Chief Engineer (Civil.)
- 7) Registration of HPDA by developer.
- 8) Commissioning of project by developer.

Important KPIs to be tracked for these Project are as below:

**Master Data**

1. Project Master
2. Capacity in MW
3. Type of Project (Self-Identified / Tendered)
4. Pending at which office
5. IDC (Office Master)
6. CE-IDC
7. SE-IDC
8. Name of Promoter (Promotor Master)
9. Other relevant master as per directed by Engineer In charge and as per requirement of WRD

**Dynamic Data**

1. Project Status
2. LoP
3. Timeline as per Planned (Date)
4. TFR-Submission Date
5. Timeline Days TEFR
6. Delay in Days
7. Remark for Delay/issue
8. Timeline as per Planned (Date)
9. TFR-A
10. Timeline Days TEFR A
11. Delay in Days
12. Remark for Delay/issue
13. Timeline as per Planned (Date)
14. Letter of Allotment
15. Timeline Days TEFR - Allotment
16. Delay in Days
17. Remark for Delay/issue
18. Timeline as per Planned (Date)
19. HPDA
20. Timeline Days HPDA
21. Delay in Days
22. Remark for Delay/Issue
23. Timeline as per Planned (Date)
24. Letter of Authorization
25. Timeline Days letter of Authorization
26. Delay in Days
27. Remark for Delay/issue
28. Timeline as per Planned (Date)
29. Site Handover
30. Timeline Days - Site Handover

31. Delay in Days
32. Remark for Delay/issue
33. Timeline for Clearances & Financial Closure (180 days from HPDA)
34. Actual Completion of Clearances & Financial Closure
35. Timeline for Placement of order for main plant. (365 days from HPDA)
36. Actual Placement of order for main plant.
37. Timeline for Commissioning of Project (913 days from HPDA)
38. Planned Completion Date by Promoter
39. Whether L.D. deducted from Security Deposit of promoter for delay by GoM WRD, if yes give details.
40. Remark for Status /Delay/issue
41. Current Status of Project
42. If Opted for Co- Located Solar Hybrid Projects (Yes/No)
43. Status Of Land Required for Co-Located Solar Hybrid Projects
44. Status Of LOA For Co Located Solar Hybrid Projects
45. Status Of Transfer of Allotment (if any)

Above parameters are tentative and there may be change in the parameters at the time of development

### **C. Renovation, Modernization, Uprating and Life Extension (RMU & LE) of Hydroelectric Projects Introduction**

As per the Government Resolution dated 21st August 2024, By undertaking timely RMU&LE works, the existing generating plants can continue to operate for extended period of 25 years with improved reliability and availability. Along with the life extension, improving the performance of over lived hydroelectric power plants in terms of efficiency, output, availability & reliability by resorting to modernization with the state-of-art technology Converting existing base load stations to peaking stations for the benefit of the electricity grid, wherever feasible without adversely affecting the other planned consumptive water usages. Reducing the maintenance requirements and ensuring ease of operation and safety. Optimum utilization of land available with WRD at hydroelectric plants and existing evacuation infrastructure by promotion of co-located hydro-solar hybrid power plant. Accelerating the RMU&LE activities of the existing hydro-power plants through private sector participation. Protection of overall interest of consumers by timely completion of the RMU & LE works without cost over-run and minimum loss of generation. Generation of reasonable revenue for IDCs for sustenance of the infrastructure created for harnessing natural resources. To lay down the comprehensive framework for effective implementation of the policy

However, in absence of any policy guidelines, the RMU&LE works has not been streamlined in the State. Therefore, the Water Resources Department realized the need for policy intervention.

#### **Objectives of Policy**

- To track the status of projects and monitor their progress through different stages.
- To develop Management Information System (MIS) for collecting information at the beginning of the project which will be helpful during project execution.
- To generate MIS required for decision making at higher level
- To monitor individual project details and select various categories for analysis.
- To facilitate the monitoring and analysis of financial & physical progress of the projects.

#### **Benefits of RMU & LE Project System**

1. Issuance of Letter of Allotment by CE (Electrical), Mumbai
2. Online Payment of TP&UP
3. Signing of Lease Agreement by Generating Company and CE(Civil)
4. Registration of Lease Agreement by Generating Company
5. Online Mandatory payments to IDC
6. Online Submission of TEFR for Co-Located Solar Project to CE(Electrical)
7. Online Payment of Processing Fees to SE KEMDC, Pune
8. Issuance of Letter of Permission by CE(Electrical), Mumbai
9. Signing of Supplementary Lease Agreement by Generating Company and CE(Civil)
10. Registration of Supplementary Lease Agreement by Generating Company

11. Convenience, Accessibility & Flexibility to the process
12. Increase Speed & Efficiency of the process.

Key Field for these Projects:

**Master Data**

1. Office master (corporation, region, circle office)
2. Name Of Circle (E&M)
3. Name Of HEP
4. Installed Capacity (MW)
5. Designed Generation
6. Date Of Commissioning
7. 35 Years Normative Life Completion year
8. Category
9. Other relevant master as per directed by Engineer In charge and as per requirement of WRD

**Dynamic Data**

**For Residual Assessment Study (RLA) Status monitoring parameters;**

1. RLA Study
2. RLA Report Status
3. Revised/ Updated Water Working Table
4. DPR Status

**For Implementation Status monitoring parameters;**

1. Bidding
2. Communication to Mahagenco regarding status of bidding and tentative date of handing over
3. Letter of Allotment (LoA)
4. Project Handover from IDC to Successful Bidder
5. Lease Agreement Execution
6. If Opted for Co- Located Solar Hybrid Projects (Yes/No)
7. Status of Land Required for Co-Located Solar Hybrid Projects
8. Status of LOA For Co Located Solar Hybrid Projects
9. Status of Transfer of Allotment (if any)

Above parameters are tentative and there may be change in the parameters at the time of development.

### 2.4.5. Special Repair project:

Purpose:

To monitor works under special repair of completed irrigation projects using appropriate parameters and conduct reviews.

Objectives:

The main purpose of the Special Repair Project monitoring dashboard is to track the status of projects and monitor their progress through different stages to generate MIS required for decision making at higher level. This will involve monitoring individual project details and selecting various categories for analysis. The dashboard will facilitate the monitoring and analysis of physical progress and issues across works.

- To monitor works under special repairs.
- To monitor Physical and Financial progress of maintenance activity for each tender under special repairs.
- To monitor the progress of special repairs works on monthly/quarterly/yearly basis

Key Parameters for Analysis:

- Project Name
- Project Type
- Corporation
- Region
- Circle
- Division
- Sub division
- Name of work and tender details
- Type of work
- Scrutiny Remarks
- Yearly Provision Amount
- Yearly expenditure Amount
- Balance Expenditure Dated 31/03/year (Rs. Lakhs)
- Sanctioned provisions for the FY year
- Expenditure based on defined period
- Current state of work
- Work in progress – Issues/problems
- Other relevant master as per directed by Engineer In charge and as per requirement of WRD

## 2.4.6. KRA (Know Result Areas) Monitoring Dashboard:

### Purpose:

There is requirement to devise a mechanism to monitor all types of WRD offices from Corporation, Region, Circle, Division, Subdivision and Section offices and peripheral organizations of WRD. It is also required to monitor all technical staff working in WRD offices using KRA monitoring dashboard. It includes providing ranking to various offices based on various indicators/parameters with specific weightage assigned to them. This rank should be displayed on dashboard on monthly basis. This document clarifies how various aspects are considered in designing of KRA monitoring dashboard.

### Objective:

It is required to devise a mechanism to assign specific Weightage (%) to KRA parameters and monitor the performance of every office (Corporation, Region, Circle, division, Sub Division & Section) & technical officer (Executive Director, Chief Engineer, Superintending Engineer, Executive engineer, Deputy Engineer & Junior Engineer) in WRD based on KRA parameters and assigned ranks to them accordingly. The ranks may vary on monthly basis. The system should have provision to add KRA parameters in future.

### Key performance indicators:

- Name of corporation office/ organization under WRD
- Name of Region office
- Name of Circle office
- Name of Division office
- Name of Subdivision office
- Name of Section office
- WRD officials details
- List of KRA parameters (tentative 7 parameters to be monitored which may vary as per WRD requirement)
  - Irrigation in the command area of the project (Ha)
  - Recovery of irrigation and non-irrigation water cess (Rs. lakh)
  - Projects to be completed in financial year (Nos.)
  - Irrigation Potential Created (Ha)
  - Water Storage Created (MCum)
  - Handing over of Command area to WUA(Ha)
  - Completion of projects in residual (No.)
  - Other additional parameters
- Year of KRA monitoring
- Month of KRA monitoring
- Office/Employee wise yearly target of KRA parameter
- Office/Employee wise monthly achievement for respective KRA parameter
- Remarks
- Other relevant master as per directed by Engineer In charge and as per requirement of WRD

Note\* – Apart from above any additional scope as required for this RFP or as per requirement of department needs to be added by the appointed agency / System Integrator (SI) without any additional cost.

## **2.5 Key features / functionalities for proposed 'Project Monitoring Web and Mobile Application' for WRD are:**

### **1) APPLICATION LANDING PAGE**

- Department branding banner (logo)
- GIS map of Maharashtra with WRD GoM layers and tools
- Key officers' details
- Short description of the department
- Short description of the application
- Limited/restricted project data overview charts
- Application functionality/workflow overview
- Application User Manual & FAQs
- Contact details for queries & helpdesk support.

### **2) APPLICATION ADMINISTRATION PAGE (ONLY CAN BE ACCESSED BY APPLICATION ADMIN LOGIN)**

- Office Creation
  - Name of Office
  - Office Hierarchy
  - Address of office
  - Administrative Area
  - Email id of office
- User Creation
  - Designation of official
  - Name of Office
  - Organization Name
  - Name of official
  - Contact Details of official
  - Assign Corporation
  - Assign Region
  - Assign Circle
  - Assign Division
  - Assign Subdivision
  - Assign Section (if any)
  - Assign Projects
  - Email ID of official
  - Mobile Number
- Project Creation
  - Project Name
  - Project Administrative Location Details
  - Approved Project Details (e.g., Budget)
  - Nodal Office Name (from above user creation)
  - Project Outcome
  - Project Plan/Schedule
  - Data Update Frequency
  - Budget Master (Annual, Supplementary, Total)
  - Revised Administrative Approval (RAA)
  - Status of Different Approvals
  - Design
  - Land Acquisition & Rehabilitation
  - Other relevant master as per directed by Engineer In charge and as per requirement of WRD

### **3) USER LOGIN PAGE**

- User Registration
- Password
- Numerical captcha
- Forgot password

### **4) AFTER LOGIN USER SPECIFIC DASHBOARD PAGE**

Based on data authorization, users shall be able to view various cards to monitor project KPIs:

- Project Physical Progress
- Financial Progress
- Budget Allocated (initial and revised)
- Expenditure Overview (monthly/quarterly/yearly)
- Issues/Bottlenecks (monthly/quarterly/yearly)
- The user should also be able to generate reports
- User should have the facility to select the period wise, project wise, scheme wise or work wise details and download the report.
- The dashboard cards should have provisions to **filter data** based on various parameters such as scheme, category, project type, corporations, region, circle, district, project name etc.
- Clicking on the chart/dashboard, details should display a **drill-down** functionality with detailed information.
- Manage role and permission of the users.
- User shall have functionality to manage their own profile.
- Change password option for the user shall be available.
- Admin, Super Admin shall get an alert for the submitted data error to resolve request

**5) CITIZEN INTERFACE PAGE:**

This module will enable the common citizen to get information regarding different types of projects viz.

- Completed and on-going Major & Medium Irrigation Project
- Completed and on-going Minor Irrigation Projects
- Irrigation potential details of various projects
- Volumetric supply of water to WUAs (Water User Associations)
- Any other details as per WRD requirement

**6) DATA ENTRY FORM**

- Display Authorized project list with administrative details. This will also show last data updated date
- Provision to click on any project for -
  - Non-Editable project administrative approvals
- Display multiple tabs which will show historic (legacy) data entry and provision to update current data updates. This needs to have validations and checks for numbers entered shall be equal or greater than last entry like Budget, Issues, progress etc.
- There should be facility to update data entry in particular form through Mobil App also.
- Projects without any data entry within Specific time period (configurable based on project type and category of data update) shall be shown in RED or highlighted as per WRD requirement.
- All above data entry shall be reflected on below pages:
  - Application Landing Page
  - After Login user specific Dashboard page
  - Reports

**7) NON-FUNCTIONAL REQUIREMENTS**

- Performance
  - Fast upload time and efficient data processing as per industry standards.
  - Optimize application performance.
- Security
  - Data encryption in transit and at rest.
  - Ensure data security through encryption and regular audits.
- Scalability
  - Ability to handle increasing data volume and user load.
  - Design the application to scale with demand.
- Usability
  - Intuitive user interface and user experience design.
  - Ensure the application is user-friendly.

**8) APPLICATION GENERAL FEATURES**

- Cloud server-based deployment (which is to be provided by WRD)

- Capability to handle multiple concurrent users at any time
- Relation database with provision to store historical data logs.
- Web application must be responsive which can be accessed via laptop, mobile, TV, Tab etc.
- Various Report like - Data update not done, Historical data of any project, Application usage and login details and so on shall be available as per WRD requirement.
- UI & UX based trending color theme and designs

#### **Location Based Mobile Application for WRD Users/Non-WRD users (IOS and Android)**

The mobile application consists of role (hierarchy) based login Ids and password and entering captcha feature. The user login into the mobile app and fills forms related to the project and updates the project progress by entering necessary data and taking geo stamped and time stamped photographs and videos and sends to the server. The mobile application features:

- There would be separate login id and password for office wise users to enter into the application based on their role.
- Facility to capture the location and upload or draw any point, line or polygon object.
- Application would have the facility to send data online to the web portal through network.
- Application would have the facility of storing data internally when network is not available.
- Application would have the facility of pushing or uploading of previously stored data when network is again available.
- Application would have facility to show dashboard and report based on user hierarchy and as per work flow given by WRD.

The Latitude/ longitude would be taken by the device at the time of filling up the form and not uploading the form.

## **2.6 Copyright:**

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of WRD. The Successful bidder will transfer to WRD all Intellectual Property Rights (IPR) in the Software developed. The bidder shall relinquish to WRD, the source code of the developed application within 7 (seven) days from the date of acceptance of the system. The source code supplied to WRD shall at all times be a complete, accurate, and up-to-date copy corresponding exactly to the current production release of the software.

## **2.7 Methodology:**

- Preparation of Functional Requirement Specifications (FRS) document:  
The Selected System Integrator shall study all activities, processes and documents of the department with respect to designing, developing, implementing, managing and hosting of the Project Progress Monitoring Web and Mobile application to provide "single point access" to the overall activities. The Selected System Integrator should present clickable wireframes and System Requirement Study (SRS) document to the Nodal officer for approval before starting development.
- Project Monitoring Web and Mobile Application** taking into consideration.
  - Web-standards, uniform guidelines as per best industry standards and development of model template for web applications as per requirement of WRD.
  - Appropriate web strategy which will allow access of information to all stakeholders, ensure transparency in terms of availability, distribution and utilization of resources, enable access to data and information to target beneficiaries / users. This will include functionality such as authentication, authorization, security and messaging.
  - Common search feature to retrieve information.
  - Browser compatibility for web applications. (e.g. Internet Explorer latest version and above, Mozilla Firefox, Safari, Opera, Google Chrome, Mobile browsers etc.)
- Implementation project monitoring web and mobile application comprise of Integration of contents of all schemes under the department, functionalities and integration with the web application.
- Web application will be hosted on department Cloud. Performance related (response time for uploading of web pages) parameter should be taken care by SI for hosting of web application including registration of Domain name, SSL etc. during contract period.
- Operation Support for smooth operations and effective utilization.

## 2.8 Functional Requirements:

**Common features to be considered in all modules of proposed software are provided as below:**

- The system should be web and mobile based and GIS enabled.
- The system should be cloud compliant, domain name registered and have valid Secure Socket Layer (SSL) certificate during the contract period.
- The system should have facility for Admin to define, change and manage user access
- The system should have facility for Admin for mapping of project- office hierarchy, office master and project master. Admin should be able to add, delete, relocate office-project hierarchy mapping and user management.
- The system should have facility to create, add, delete, edit masters required to carry out business process of the proposed application.
- The system should have facility to enter data and compile it as per office hierarchy in the system.
- The system should have facility to prepare reports from data entered in the system.
- The system should have facility to create query-based reports from parameters available in the system in various modules and as per WRD requirement.
- The system should have facility of different dashboards to present data collected through system. The dashboard should have drill down facility.
- The system/application should run on various browsers such as Google chrome, Internet Explorer and should be compatible on desktop, laptop, tab etc.
- The system should be compatible to run on mobile also (IOS, Android, Windows)
- The system/mobile application should have facility to upload, capture images, videos, photos. The user should be able to capture photos/videos in offline mode/auto upload when network is available.
- The system should have different data entry modules for collection of data as per business process requirement (project data, work details, physical progress, financial progress, status of different approval clearances (MWRRA, Forest, Environmental, CWC) land acquisition and rehabilitation, status of design, Know Result Areas (KRA) monitoring
- The data flow in a system should be in such a manner that any field/parameter entered in a system first time in any module should auto populate in other modules automatically
- The system should comply norms of GIGW, MeitY, DIT standards
- The system should have capacity to integrate with existing and future WRD applications.
- The system technology stack should be latest one and such that it should not have any constraint for integration with other applications
- The system should allow role-based user creation and access.
- The system should generate the trail and log of entry done by user.
- The system should not delete any entry if any kind of approval is given, or such entry is used in system.
- The system should have provision of super administrator and a local office level administration to manage the software module as per the hierarchy and delegation of authority in MWRD from both frontend and backend.
- Application should be capable of integrating with existing systems at the time of development. Details shall be provided during the requirement gathering stage.
- The system must support a configurable session timeout which forces a user to log back in after a period to ensure security. This shall be accomplished without losing user's work.
- An official can browse all projects and can view the status of a particular project
- Approval and disapproval can be made by the web and mobile application.
- An official can get access to ongoing and completed project and detailed view of physical and financial progress of a project using the web and mobile application.
- With the mobile application an official can get access to the dashboard & reports which will be useful for the official to have a glance at the status of the projects, funds, sanctioned amounts, progress report etc.
- The system should provide Push Notification (SMS, email, WhatsApp) for the situations like
  - New Project Start
  - Project missing deadline
  - Delayed Projects etc.

- The Corporation/Region/Circle/Division Office can use this tool to broadcast information and announcements as per their requirement. This tool will help in spreading news at the fastest possible manner.
  - Offline Data Storage: Whenever a user logs into the system for first time, it will set up the application with all data pertaining to his Corporation/Region/Circle/Division Office, based on his role. All necessary data will be kept in offline mode for usage when internet connection is not available.
  - Role based application set up: At the time first usage through the application, after the user has logged in using his web-based credential, the application would download all the required data, projects, survey reports etc. based on his role, location, and hierarchy. A particular user will only be able to access data according to his role.
  - Attach Documents to project by using in built scanner: The application would have an inbuilt scanner to scan and attach documents directly to project. This feature will enable user to click photographs of documents and attach the same from anywhere any time.
  - Captcha authentication is required during the login to prevent bots from automatically submitting forms with SPAM or other unwanted content.
- a) The system should be able to generate or upload the office documents as required and used by MWRD.  
b) The system should generate or upload all the document in the word/excel/pdf/csv format.

## **2.9 Management Information System:**

- The system should have a dashboard where the status of progress would be displayed in infographics and in GIS format with its attributes/details. The same should be able to get projected on an independent URL which may be projected or consumed by authentication applied.
- The system should be able to search, view and query based on available data in the system.
- The system shall maintain archives as per the requirements of MWRD.

## **2.10 Online Support**

- The Successful Bidder shall provide online support (Helpdesk) for user feedback. Separate email ID and phone number shall be setup by the bidder to provide online support to users wherever required.
- As a standard practice it is required the bidder to provide a resolution Hierarchy and therefore an Escalation matrix to department for L1, L2 & L3 support with proper email ID and Contact number. The support hours for the software are mentioned in RFP.

## **2.11 Finalization of process and related templates for Computerization / digitization**

Finalization of templates for Computerization / digitization of all forms, files & MIS Reporting requirements is required for defined process of MWRD as a part of system operations.

## **2.12 Design, Development, Operations, Installation and Maintenance of Comprehensive Software Services.**

Software design, development/procurement, deployment, operations, maintenance, training & documentation of a comprehensive solution to meet MWRD services /functions within scope of this RFP. These have to be provided for necessary amendments/ upgrades / modifications that may be required in future, also taking into account any change in Central Government rules or any relevant notifications by Government of Maharashtra from time to time relating to any services envisaged under this tender.

The component covers all software, applications, operating systems, hardware and other related components which are required for implementation of the system. Bidder is expected to design a comprehensive solution, implement & manage the project with consent of MWRD. The details mentioned in the Section II- SCOPE OF WORK is as per the high-level understanding of the department. The department reserves the right to amend change in the scope as required for Government process, till the UAT is complete. The application should be cloud ready & should abide as per the provisions in the latest cloud GR of the central and state government.

The following sub-components are expected to be covered under this component at the minimum. Bidder shall add additional components as felt necessary by MWRD.

### 2.12.1. Solution Design

The Bidder shall obtain detail requirement from MWRD Office and carry out a detailed study of the department to understand departmental processes, activities, office hierarchy, monitoring mechanism etc. The Bidder shall prepare and submit the Requirement Gathering Document (RGT), clickable & interactive wireframes, Software Requirement Specification document (SRS), Software Design Document (SDD) for review and sign-off. The bidder is expected to provide sample reports, sample dash boards etc. - for approval before proceeding to final development. The Bidder would then carry out the further activities of software development/ customization and UAT.

- The Bidder must ensure that the solution technology components adhere to flexibility, usability, availability, manageability, security and integration standards. Design should make use of common government components wherever possible. Design should comply with minimum functional requirements. Design should be flexible to adapt the changes required as per directives from MWRD.
- The Bidder shall build a complete audit trail of all transactions (for e.g. add, update and delete) using transaction log reports so that errors in data, intentional or otherwise, can be traced and reversed. The most appropriate level of security commensurate with the value to that function for which it is deployed must be chosen. Access Controls must be provided to ensure that the datasets are not tampered with or modified by the system operators. Implement data security to allow for changes in technology and business needs. Based on the requirements analysis conducted above, the Bidder must develop a comprehensive system.
- Design, development, testing and implementation of the Solution Design: The Bidder shall be entirely responsible for the architecture of the system implementation to satisfy all features, functions, performance and security as described in this document including sizing of the required hardware and software. Solution description provided in this document is for reference only. The Bidder should ensure all possible and required improvements.
- The Bidder shall consider users' inputs when they are finalizing all design components including user interfaces, mode of data entry, storage and retrieval, outputs reports, queries and the application design as a whole. All changes being done will be mutually discussed with concerned officials.

### 2.12.2. System/ Software Requirements Assessment

A high-level analysis of functionalities has to be done and functional requirements have to be identified. Broad-level proposed functionalities and related functional requirements and specifications are included in this RFP. The Bidder shall consider the functional requirements as a base, translate these into logical system requirements and prepare a Software Design Document (SDD) & Software Requirement Specification (SRS) including the clickable interactive wireframes. The Bidder is expected to expand on the individual workflows within specific workflows and capture functional logic and check points involved in each workflow.

The SRS and SDD document should necessarily contain the following details:

#### **Software Requirements Specifications:**

- Software modules and their interaction with each other
- Interfaces with other systems internal and external
- Format of all input screens including data entry requirements
- Flow of screens and controls of the software
- User input forms and screen designs for all processes
- Enablement of Single sign-on, access control measures
- User groups, roles and types of access
- The application should be capable of giving access rights as per roles defined.
- Application should create and maintain user profiles
- Method of access such as web based, site, tablets etc.

#### **Software Design Document:**

- System architecture covering minimum technical architecture view, data architecture view, application architecture view, network architecture view, data center architecture view, security architecture view, cloud agnostic architecture end user computing view.
- Use cases for workflows & process maps Sequence diagrams for workflows identified.

- Functional/ business logic, checks & control mechanisms expected from the system while execution of the project.
- Entity Relationship Diagram
- User flow diagram
- Process flow diagram
- Use case diagram
- Operation support system
- Decision support system

**Reporting requirements:**

- System generated reporting & MIS /Dashboard requirements.
- Report design for operations users
- Format of all reports that would be generated by the proposed system.
- Dashboard design for key stakeholders

**Security requirements:**

- Security requirements including information, data, application, software, server, network, hardware & other related security.
- Access control mechanisms, data security and audit trails to ensure that databases are not tampered with or modified by unauthorized users.
- Maharashtra e-Governance standards & audit requirements.
- Audit and application logging requirements.

**Other requirements:**

- Archival requirements
- SLA monitoring system requirements
- Other details which are required to clearly articulate software requirements.
- The web application consists of a login Id and password after that the officer login and fills a form related to the project and updates the project progress by entering necessary data and taking time stamped to the server.
- This application must be developed in compatibility mobile platform.
- The system should be able to generate or upload the office documents as required and used by MWRD.
- The system should generate or upload all the document in the word / excel / pdf /design / drawing format.
- The system should have facility for Admin for mapping of office-project, office master and project master. Admin should be able to add, delete, relocate office-project hierarchy mapping.
- The system should have facility to create, add, delete, edit masters required to carry out business process of the proposed application.
- The system should send notification by email / SMS to the MWRD user for notifying purpose.
- The system should send notification by email / SMS to the competent authority as reminder to investigate the progress.
- The system should have facility to generate One Time Password (OTP) for authentication.
- The system should generate the trail and log of entry done by user.
- The system should not delete any entry if any kind of approval is given or such entry is used in system.
- The system should create a workflow and approval system as per the office hierarchy and delegation of financial and administrative.
- The system should have provision of super administrator authority of officers in MWRD and a local office level administration to manage the software module as per the hierarchy and delegation of authority in MWRD from both frontend and backend.

**Note:** System generated reporting: The proposed system is expected to provide various MIS reports as required by different user types of MWRD. A reporting and analysis solution is therefore a key outcome expected from this solution to disseminate information for the MWRD in completely secured manner which will help leadership, functional heads and officials of MWRD in faster decision making. The Bidder will conduct workshops with relevant users of the systems wherever necessary, to obtain more details on the requirements of the project and have to get a sign-off the requirements. The Bidder

should identify the development requirements for the implementation. Any changes required in the proposed functionalities will have to be explicitly discussed and agreed with MWRD and relevant stakeholders.

### **2.12.3. Software Development**

- The Bidder shall deploy a dedicated team experienced in development, installation, configuration, integration and testing, implementation, deployment of the proposed solution. Every custom development must be documented in detail and the code / script should be properly annotated with comments.
- The Bidder has to implement application software using above mentioned technologies after in-depth study of the prevailing ground conditions, processes and workflows.
- The Bidder shall commission a development environment inclusive of hardware, network & software so that the development work could be initiated as soon as possible. The development environment must be hosted on cloud.

### **2.12.4. Provisioning of Database and Other System Software**

- The Bidder will be responsible for the provisioning of the application, database and other system software. Sizing to be performed by the Bidder and provide it as a service.
  - All the required components of website development shall be borne by the System Integrator.
  - However, Cloud Infrastructure and hosting in staging and production environment would be provided by MWRD.
  - The Bidder shall be responsible for providing Email and SMS.
  - Bidder should validate the following (but not limited to):
    - Hardware sizing
    - Certification of Installations
    - System Security
    - Cyber Security
    - System Integration Tests
    - Solution quality
    - Regulatory compliance as per guidelines

### **2.12.5. User Acceptance Testing (UAT)**

- The primary goal of Acceptance Testing is to ensure that the proposed System meets requirements, standards, and specifications as set out in this RFP, RGT, SDD and SRS document and to achieve the desired outcomes. Selected bidder shall prepare the Test cases, UAT criteria document and sample data for UAT, and take approval from MWRD, in advance before start of the UAT process.
- MWRD reserve its right to undertake the exercise of Testing and report the identified issues to bidder, bidder to fix the issues reported by MWRD
- The basic approach for UAT will be ensuring that the following are associated with clear and quantifiable metrics for accountability:
  - Functional requirements
  - Infrastructure Compliance Review
  - Integration Testing
  - Performance Testing (Full load/ Stress test) using suitable tools (SI Scope)
  - Security Testing
  - Project Documentation
  - Data Quality Review
- Any defect/s arising out of the UAT shall be notified in writing and the Bidder shall resolve the defects and release appropriate patches & demonstrate the effect to MWRD.
- MWRD would provide the UAT signoff on successful acceptance of the application. The scope of software would be considered as frozen, and all additional requirements would be addressed through change request during the post-implementation phase.

- The user acceptance testing would be done by MWRD officers and fine-tuning of the application would be done by bidder for bugs/issues reported during UAT. Bidder would be responsible for following:
  - i. To develop the test cases with the help of the functional team from MWRD for required inputs. The responsibility of preparing the test cases would be with the bidder.
  - ii. To prepare the testing approach and plan
  - iii. To help the MWRD team to perform the user acceptance testing of the solution based on the approved test plan, document the results. The bidder to fix any bugs /issues found during use acceptance testing by following the standard procedures (like fixing the bug in development, unit testing and submitting the results etc.)
  - iv. Installation and Configuration of solution
  - v. Configuration of Users, providing access as per roles defined.
  - vi. To implement the solution at MWRD – based on an independent assessment of the software, user acceptance and testing.
  - vii. To ensure that the application is integrated with the other MWRD applications available at the time of development.
  - viii. To ensure that the software design and implementation takes care of necessary security aspects such as data safety, access controls, integrity and back up measures.
  - ix. Incorporation of changes, if any, in the solution
  - x. Bidder to provide development environment.
  - xi. Development environment should be accessible over Internet.
  - xii. Deploying application on UAT server (cloud) and conducting UAT
  - xiii. UAT Sign off from MWRD.
  - xiv. Go-Live stage: Deploying application on Production server (cloud) and testing software after production is a part of the scope of work.
  - xv. DR Configuration, regular DR Drill is part of the scope of work.

#### **2.12.6. Capacity Building and Training**

- Training could have multiple sessions as per the need and requirement of the MWRD.
- All interactive sessions will be conducted at Pune office itself. However, if required VC will be conducted from Mumbai / Pune office itself.
- Hence, the bidder shall conduct Training Needs Analysis of all the concerned staff and drawing up a systematic training plan.
- The bidder shall provide training to all staff of MWRD team at its own cost. They will also involve core group members through process of SRS preparation, testing phase and implementation phase.
- The space and requisite training infrastructure like seminar hall/computer lab, projector with screen shall be provided by MWRD. The bidder shall be responsible to arrange laptops (for presentation and demo), hotspots, dongle for connectivity (if required) and transportation and boarding of trainers.
- The bidder should provide training literature in the form of manual and audio-visuals.

#### **2.12.7. Warranty**

The bidder should provide warranty for a period of 3 months after the web application Go-Live. As part of the warranty services the bidder shall provide:

- i. All upgrades and updates to the software (standard as well as product) earliest possible and not later than 7 months from release of new version.
- ii. Support in smooth functioning of the applications.
- iii. E-mail based / Telephonic support on the usage / issues of the system.
- iv. The bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.
- v. Bugs fixing shall be done without any extra charge.
- vi. Free onsite Technical Support.
- vii. Security protection against hackers from gaining access to your site.

### 2.12.8. System Security

Bidder shall comply with the information security requirements specified below while implementing the solution:

| No | Security Areas        | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Network Security      | Appropriate firewalls, IPS, SSL devices etc. should be used to ensure network security.<br>The solution should support SSL encryption mechanism for transactions across network and between client and server                                                                                                                                                                                                                                                                                                                |
| 2  | System Security       | Adequate access control procedures should be defined to secure the system, physically and logically.<br>The access controls procedures should cover all stages in the life cycle of access, from the initial registration of new users to the final deregistration of users who no longer require access to information systems and services.<br>The system should have two factor authentication mechanisms either Time Password (OTP) or captcha capture based technologies for user registration and user authentication. |
| 3  | Application Security  | The solution should have appropriate authentication mechanisms:<br>Application user authentication & authorization related transactions should be encrypted.<br>Operating system should be hardened on which the application is installed.<br>Application firewall shall be deployed to secure the web-layer.<br>The application should be free from OWASP / SANS and CERT vulnerabilities as released from time to time.                                                                                                    |
| 4  | Audit Trails and Logs | All audit logs should be stored for the entire contract period.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

### 2.12.9. Security Audit

- Security Audit should be done after all feedback implementation (UAT, Training feedback and Pilot Project) and before Go-live.
- The bidder should get the complete security audit done by a Cert-in empaneled agency for the application.
- Security Audit should be done in during mock Go-live and the Bidder should get the complete application Security audited.
- It will be bidder responsibility to maintain Valid security audit certificate to comply all the norms set by DIT/as per regulatory guidelines.
- Regulatory compliance should be done in before mock Go-live; In-case GoM, GoI Mandate any regulatory compliance for successful execution of this project; bidder to provide all compliance without any extra cost to MWRD.

### 2.12.10. Mock Go-live

- This exercise would be carried out by MWRD and would record the actual process. This exercise will validate that the software results (outputs) are in line with the RFP, RGT, SSD and SRS as per agreed output formats. Successful completion of this stage will imply that the software modules in totality are ready for use.

### 2.12.11. Application Software Enhancements / Customizations

The Bidder will have to carry out all the changes/ enhancements in the software as required during the operations period without any additional charges.

### 2.12.12. System & User Documentations

The Bidder will provide documentation as the project undergoes various stages of implementation. Indicative list of documents includes:

- **Project Commencement Documentation:** Detailed Project Plan in giving out micro level activities with milestones & deadlines. RACI matrix...

- **Requirement Gathering document**
- **System Design Document (SDD):** Comprehensive document with all system related details
- **System requirement specification document / SRS:** Comprehensive document with all system related details of, Software functions, technology, Version controlling mechanism, DATABASE related structures, reporting's, wireframes, etc.
- **Test Case Test Plan**
- **Training manual**
- **User Manuals:** For all the Application Software Modules, required for operationalization of the system.

Note: The Bidder will ensure Upkeep & Update of all documentation and manuals.

## 2.13 Hosting

1. All Infrastructure related to Development Servers (Software, Hardware and Network) should be provided by the Bidder.
2. The bidder shall deploy the complete solution (staging and production) on Cloud (to be procured by MWRD) with DC and DR in two different seismic zones.
3. The bidder shall notify the client for new Cloud server and other system software patch updates; Client / application provider has to test the patches for application compatibility and intimate bidder to roll-out the same. Major patching / update which requires system downtime has to be informed well in advance and should be undertaken only after MWRD confirmation.
4. The bidder should provide adequate security framework to ensure the security of the application hosted in DC and DR.
5. The bidder shall ensure that a DR drill is required to be conducted every six months.
6. The bidder should have a governance structure in place to report to MWRD 's team on monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status and provide web-based monitoring tools for system user hits, traffic, bandwidth etc.
7. The managed services provider shall provide monitoring alerts on real-time basis on web- based console via email for firewall / Bandwidth usage.
8. Vulnerability testing and reporting of the same.
9. All Security Requirements like HTML/ SQL Injections, application of Stored Procedures etc. should be taken care of.
10. Any planned application downtime should not be included in the calculation of application SLA; However, the Successful Bidder should take at least 15 days prior approval in writing from MWRD.

## 2.14 Annual Technical Support:

As part of ATS, the bidder shall:

- Maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.
- If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same should be done as part of ATS.
- Should carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software
- In case of any upgradation of application cloud infra; bidder has to provide necessary technical support to make the application up to date and operational as per requirement of MWRD.
- Bidder to update and maintain patches to keep the application updated in all technical aspect. For this Bidder can request downtime to MWRD.
- Regular and thorough backups of web and mobile application so that it may be fully restored in case of loss.
- Monitoring your website functionality to ensure that everything is working as it should and provide updates when necessary.
- Bidder to maintain confidentiality of all credentials of cloud hosted solution and will be SPOC for MWRD for all the technical aspect and issue.
- Front-end updates to HTML, CSS, and JavaScript.

- Assisting with downtime or performance issues by liaising with the cloud service provider of MWRD.
- Consultation, advice and guidance on the use of the website.
- Security protection against hackers from gaining access to your site.

As part of Software Maintenance and Support Services, bidder shall:

- Updates / Upgrades / New releases / New versions / Patches / Bug Fixes of the Application Software.
- Tuning of application, databases, third party software (if any) and any other component provided as part of the solution to optimize the performance.
- Amendments in the application implemented as part of the project to meet the requirements.

As part of Application functional support services, bidder shall provide support for

- Enhancement and Detect Fixes. SI shall incorporate changes and provide enhancement as per the requests. SI shall perform changes, bug fixes, error resolutions and enhancements that are required for proper and complete working of the application.
- Routine functional changes that include user and access management, creating new report, formats, and configuration of reports.
- Bidder shall provide user support in case of technical difficulties in use of software, answering procedural questions, providing recovery and backup information, and any other requirements that may be incidental/ancillary to the complete usage of the application.
- The Bidder shall migrate all current functionality to the new / enhanced version at no additional cost and any future upgrades, modifications, or enhancements.
- The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support and provide other administrative support as required by department from time to time.

As part of centralized Helpdesk and Support for end users, the SI shall provide support for

- A Single Point of Contact (SPOC) and resolution of incidents. MWRD requires the SI to provide Helpdesk services to track and route requests for services and to assist end users in answering questions and resolving problems related to the software application and work along with CSP to resolve problems related to Network, Data Centre, Disaster Recovery Centre, Client-side infrastructure and Operating Systems. This includes both incident management and service request management.
- SI shall provide such type of IT Training to the staff that SI remains responsible for providing a second level of support for Application and Technical support. However, this does not absolve SI from providing first level of support for the aforementioned activities.
- For all the services of within scope of this RFP, SI shall provide the integrated customer support and help.
- Establish 24x7 Helpdesk facilities for reporting issues/problems with the software and route all issues/problems with the hardware and other infrastructure through CSP till it is resolved.
- SI shall provide functional support on the application component to the end users.

## 2.15 SLA Management

- The bidder shall provide proper plan, resources and escalation procedure for the purchaser to report problem case or support request during the warranty and Application Maintenance and Support periods.
- The bidder shall act as a single point of contact and follow-through with the principals of any third-party providers until the successful resolution of the case.
- The support hours for the software shall be:  
**Monday to Saturday: 9:30 am to 6:30 pm**  
 (Excluding Sunday and Public Holidays)
- The bidder's key personnel shall always be contactable via phone and email. The bidder's key personnel shall be on-site to handle severity level 1 problems as per WRD need.
- During the Warranty and AMC phase the bidder has to provide essential support of 24 \* 7 to ensure uninterruptable operations of MWRD.
- As a standard practice it is required to the bidder to provide a resolution Hierarchy and therefore an Escalation matrix to department for L1, L2 & L3 support with proper email ID and Contact number to be provided. The support hours for the software are mentioned in point no iii. above. However, wherever required, the bidder's senior technical/management will be required to visit Pune office for resolving critical issues.

- vii. Upon notification of the problem, the Bidder's personnel must respond within the required time specified in this tender during the support hours of the systems.
- viii. Bidder shall submit the SLA performance report.
- ix. The definition of the Priority level is as follows:

| Priority Level | Description                                                                                                                                           | Phone / Email Response Time | Resolution Time                                    |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------------------|
| <b>P1</b>      | Causes severe loss of service.<br>Affect the business operation continuity or unable to process critical functions.                                   | 1 hour Within four          | (4) hours on report of problem                     |
| <b>P2</b>      | Causes minor loss of service.<br>Affect a particular work area but can continue to use for the other work areas using temporary work around solution. | 2 hours Within one          | (1) working day on report of problem               |
| <b>P3</b>      | Causes no loss of service.<br>The impact is an inconvenience, which may require a workaround to restore the functionality.                            | 4 hours                     | Within three (3) working days on report of problem |

## 2.16 SLA measurement and monitoring

The users of the system shall report the identified bug / problem/ non-functional component to the successful Bidder through telephone / email / letter / verbally/ SLA monitoring tool. For SLA monitoring and Bug tracking System Integrator is encouraged to opt for System Integrator agnostic and open-source application for example Trac, Mantis Bug Tracker etc. The Cost associated with sourcing of the SLA monitoring tool and Bug tracking tool shall be the sole responsibility of the System Integrator. Resolution time expected for various IT Components is given in the table below. Penalty shall be considered for the official working hours only (i.e. 9:30 am to 6:30 pm). System Integrator need to either fully repair or replace the component by temporary substitute (of equivalent configuration) and make it functional (from the entire system perspective) within the expected resolution time. In case of temporary substitute, the original component needs to be replaced within 7 days else the penalty amount shall be considered. In case of major, damage, Bidder needs to replace the component with the brand- new component of same or better specification, configuration and capacity. The following table defines the SLA requirements for all project components as per the services:

The total outage minutes shall exclude all planned maintenance activities.

## 2.17 SLA Applicable during software implementation phase and any mutually agreed timeline for Change Request implementation.

| # | Services                                                               | Parameter                                                              | Validation                                                                                 | Penalty                                                                                                                         |
|---|------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 1 | Adherence to project Timelines                                         | Adherence to timelines as defined in the project timelines in this RFP | Number of days of delay for each milestone as defined in the project timelines in this RFP | Rs. 1,000 per additional day of delay<br>If the delay exceeds more than 30 days, Purchaser may decide to terminate the contract |
| 2 | Adherence to project timelines during Implementation of Change Request | Adherence to timeline of approved Change Request                       | Number of days of delay for deliverable as defined in the approved Change Request form     | Rs. 1,000 per additional day of delay<br>If the delay exceeds more than 30 days, Purchaser may decide to terminate the contract |

**2.18 SLA application Post-implementation Phase (covers Warranty Period of 3 months after implementation phase, Operations & Maintenance period for 3 years which will be extendable for additional 2 years with updated technology stack)**

| Sr No | Services                                                                | Parameter                                                                                                                                                                     | Validation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Level     | Penalty                                                                                                                                                                                                                                                                                                                                  |
|-------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Availability of the all the Software modules as per the Scope of Work   | Availability of All the software modules during working hours<br>Resolution of tickets/ issues logged as per timelines defined in the "Severity definition chart" given below | Monthly report on Software application availability <ul style="list-style-type: none"> <li>Non-Availability of even one of the services would amount to deviation of this purpose</li> <li>Percentage of number of tickets/ issues resolved within maximum resolution time as per the "Severity Definition Chart" against total number of tickets logged in the system for the measurement period</li> <li>Any downtime for maintenance shall be with prior written intimation to the Purchaser.</li> </ul> Measurement Tool: <ul style="list-style-type: none"> <li>Reports from SLA monitoring tool</li> </ul> | >= 95%    | No Penalty                                                                                                                                                                                                                                                                                                                               |
|       |                                                                         |                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 90% - 95% | 1% penalty on the Quarterly billing of the Bidder Below 90%                                                                                                                                                                                                                                                                              |
|       |                                                                         |                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Below 90% | 2% penalty on the Quarterly billing of the Bidder                                                                                                                                                                                                                                                                                        |
| 2     | Resolution Time                                                         | The service level would be defined in the number of Business days<br>Calculated from the date of logging the call / raising the request with the successful Bidder.           | Any query after being given a response should be classified for resolution in three categories, namely P1, P2 and P3.<br>Measurement: Incident management report to be submitted by Bidder/ or issue report received to MWRD.                                                                                                                                                                                                                                                                                                                                                                                    |           | Delay of every Business Day would attract a penalty per day as per the following –<br>1. For P1 = 3 X Per day Penalty<br>2. For P2 = 2 X Per day Penalty<br>3. For P3 = 1 X Per day Penalty<br>The total penalty would be generated by the product of the above and the number of Business Days Delay. The Penalty per day is INR 3,000. |
| 3     | Non- Availability of SLA performance report as per schedule set by MWRD | Submission / Availability of required report                                                                                                                                  | The event of non- availability of Monthly SLA reports. (By 5th day of subsequent month)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           | Delay of every Month would attract a penalty as following – INR. 15000 Per breach.                                                                                                                                                                                                                                                       |

## 2.19 Penalty on non-adherence to SLAs

- The penalty amount would be calculated and deducted on quarterly basis as may be decided by MWRD from time to time.
- Bidder to provide SLA Monitoring Tool as per requirement of MWRD and timely submit the SLA report to review performance of bidder as per SLA terms cited in this RFP.

## 2.20 Personnel Deployment

Provision, deployment and supervision of personnel required for system operations:

- The Bidder has to deploy required personnel within 7 days of issuance of Work Order
- The Bidder shall be responsible for sourcing of the personnel and the management of all matters relating to such personnel, to carry out the responsibilities assigned to the Bidder under the agreement with the Bidder. These include:
  - Recruitment of the personnel possessing the qualifications prescribed in the RFP;
  - Training of the personnel;
  - Payment of salaries and benefits to the personnel;
  - Meeting all statutory obligations / payments arising out of engaging the personnel;
  - Meeting all the liabilities arising out of the acts of the personnel
- During the course of the contract, if it becomes necessary to replace any of the Key Personnel, the bidder shall forthwith with due approval from MWRD, and without impacting any of the timelines of the project provide as a replacement, a person of equivalent or better qualifications and experience than the resource being replaced / or proposed in the bid.
- Bidder shall ensure that each member of the Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.
- Bidder shall not make any changes to the composition of the Personnel and not require or request any member of the Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from MWRD that would have the same effect):
- Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; and
- Without MWRD's prior written consent. The clauses of non-disclosure agreement shall always operate in any such case.
- Bidder shall carry out an evaluation of the performance of each member of the Personnel in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to MWRD of the date of each evaluation of each member of the Personnel and MWRD shall be entitled to provide Bidder with input for each such evaluation. Bidder shall promptly provide the results of each evaluation to MWRD, subject to Applicable Law.
- In case the resource has resigned, then the Bidder has to inform MWRD within 2 weeks of such resignation. Bidder shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Personnel is not vacant for any longer than 15 days, subject to reasonable extensions as approved by the MWRD.
- Before assigning any replacement member of the Key Personnel to the provision of the

- Services, Bidder shall provide MWRD with:
  - A resume, curriculum vitae and any other information about the candidate that is reasonably requested by MWRD; and
  - An opportunity to interview the candidate, if required.
- If MWRD does object to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.
- If in the first 6 month period from the Contract Effective Date or in any rolling 12 months period during the Term, 15 percent or more of the members of the Personnel cease or reduce their involvement in the Services for any reason other than with MWRD's prior written consent, bidder shall provide MWRD with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by bidder with any departing member of the Personnel
- The team proposed in the proposal should be on the rolls of the Bidder(s) at the time of submission of the proposal. For any change of the resource or any resource being proposed for operations, the bidder should have to submit the CV of the resource, at least 2 weeks in advance for MWRD to decide on the replacement.
- It may also be noted that the Bidder would need to provide separate teams for Project Management, Design & Deployment and Operations & Maintenance, though there could be some common resources for Design & Deployment and Operations & Maintenance.
- Technical Manpower Resource for Operation & Maintenance shall be deployed at Head office of MWRD, Mumbai or any other locations approved by MWRD.
- The responsibilities, minimum qualification requirements and deployment for project manager are specified below and must be met by the Bidder. The Bidder shall facilitate remote deployment/ support of dedicated manpower for operation & maintenance, post go live.

| Personnel       | Minimum Qualifications                                                                                                                                                                                                                                                                                                  |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Manager | Prince 2 / PMP certified professional/Experience in similar project with domain knowledge: with 8 + years of experience in IT software's implementation. Must be exceptional at documenting, taking lead on requirement gathering, communicating with respective stake holders – preferable in Marathi, Hindi & English |

Note: Please note that the team specified is the bare minimum requirements. Bidder shall do their own assessment of the types of different skill sets and numbers of personnel, to meet the SLA criteria specified in SLA section of this RFP.

## 2.21 Web & Mobile application Training to End-Users

The users of MWRD should be given training of web and mobile application and this will comprise a general overview of the application, including the required changes in the work procedures and the benefits of the system. The Hands-on Training should be provided on the relevant functionality of the web and mobile application to the concerned employees.

The web and mobile application training will comprise following: –

- **Technical**
  - Menu & Application Navigation Options
  - User Interface Forms
  - Reports & Dashboard generated
  - Training manuals

- Training videos (walkthroughs)
- **Procedural**
  - Do's and Don'ts
  - Changeover from Manual to Computerized Systems
  - Controls & Checks to be followed
  - Training manuals
  - Training videos (walkthroughs)

The bidder shall also plan out for Annual Refresher Trainings for key training programs, which shall require additional knowledge of key changes in the existing system from time-to-time as required by MWRD.

A simulated setup should be created in the training room where users can be trained on the modules relevant to them followed by practice session resembling to the live run. Such simulation exercise would help in generating a level of confidence amongst users, which will enable in smooth changeover from manual to computerized system. Users should be provided with the soft copy of user manuals as course material.

## **Section – III General Terms & Conditions**

### **3 Terms and Conditions**

Terms and conditions for Bidders who participate in the tender are specified in the section called “Terms and Conditions”. These terms and conditions will be binding on all the Bidders. These terms and conditions will also form a part of an agreement to be signed with the purchase, order, to be issued to the successful Bidder(s) on the outcome of the tender process.

#### **3.1 Commencement & Progress**

The Bidder shall commence the performance of its obligations in a manner as specified in the Scope of Work.

- The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- The Bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and that the Bidder complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with best techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall apply appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser’s legitimate interests in any dealings with Third parties.

#### **3.2 Bidder’s Obligations**

##### **3.2.1. Scope of Work**

- The Bidder’s obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable Purchaser to meet the objectives and operational requirements. It will be the Bidder’s responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.
- The bidder shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM at the time of submission of bid. If, the OEM declares any of the products/solutions end-of-sale subsequently. The bidder shall ensure that the same is supported by the respective OEM from its date of deployment till the end of Contract period. if a product is de-supported by the OEM for any reason whatsoever, from the effective date of Contract till the end of Contract period, The bidder should replace the products/solutions with an alternate that is acceptable to the Purchaser at no additional cost to the Purchaser and without causing any performance degradation and/or project delays.
- The bidder shall ensure that the Annual Maintenance support for the software components is provided for the period from date of deployment of the software component till the end of Contract period. Annual Maintenance support shall include patches, updates and upgrades of the software and (additional) hardware components if any.
- The bidder shall fulfil any other obligations as mentioned in the RFP document.

##### **3.2.2. Personnel**

- Personnel assigned by bidder to perform the Services shall be employees of bidder and under no circumstances will such personnel be considered employees of the Project. Bidder shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel’s entire compensation, including salary, withholding of income taxes and social security taxes, labor / worker’s compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.

- Bidder shall ensure that sufficient personnel are deployed to perform the Services, and also that such personnel have appropriate qualifications to perform the Services. Purchaser shall have the right to require the removal or replacement of any bidder personnel performing work under this Agreement. In the event that purchaser requests that any bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 15 working days.
- The bidder shall also be responsible to train certain employees of Project with regard to the Services being provided by the bidder as and when required by Project during the Term of this Project. The parameters of the training required for these employees of Project shall be communicated by Purchaser to the bidder periodically and shall be in accordance with the latest procedures and process available in the relevant areas of work.
- In the event that during the project implementation phase, Purchaser identifies any personnel of bidder as “Key Personnel”, then the bidder shall not remove such personnel without the prior written consent of Purchaser.
- Except as stated herein, nothing in this Agreement or the SLA will limit the ability of bidder freely to assign or reassign its employees, provided that bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Purchaser shall have the right to review and approve bidder's plan for any such knowledge transfer. Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA and shall be liable for the acts and omissions of its employees in connection therewith.

### **3.2.3. Confidentiality**

- The successful Bidder will have to maintain strict privacy and confidentiality of all the data it/its staff gets access to. Adequate provisions to be made not to allow unrestricted access to the data, to people in the organization who have not got necessary permissions. The Successful Bidder is not allowed to sell or share any data in any form. If such case may occur then, heavy penalty or termination of the contract shall be imposed along with prosecution. The amount of the penalty will be decided by the Purchaser based upon severity of the default.
- This restriction does not limit the right to use information contained in the data if it:
  - Is obtained from another source without restriction.
  - Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; becomes generally known to the public without violation of this Proposal.
  - Is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information
  - Is required to be provided under any law, or process of law duly executed”.
- The bidder recognizes that during the term of contract and the SLA, sensitive data will be procured and made available to it and others working for or under the bidder. Disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm to the Purchaser and WRD. The function of WRD requires the bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this will result in the Purchaser and the WRD receiving a right to seek injunctive relief and damages without any limit, from the bidder and/or also seek termination.
- Bidder agrees as to any Confidential Information disclosed by Purchaser or the SLA (the “Discloser”) to this Agreement:  
To take such steps necessary to protect Purchaser confidential information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care; and to use such Confidential Information only for the purposes of this Agreement or the SLA or as otherwise expressly permitted or expressly required by this Agreement or the SLA or as otherwise permitted by Purchaser in writing.
- Not without purchaser prior written consent to copy the confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided

in this Agreement or the SLA or as required in connection with bidder's use as permitted by Purchaser.

- Not without purchaser's prior written consent to disclose, transfer, publish or communicate the confidential information in any manner to any person except as permitted in this contract or SLA.
- The selected bidder will have to sign a Non-Disclosure Agreement (NDA) with Purchaser.

#### **3.2.4. Trademarks, Publicity**

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Neither Party shall publish nor permitted to publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party.

#### **3.2.5. Ethics**

Bidder represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or WRD, or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Purchaser standard policies and may result in cancellation of this Agreement.

#### **3.2.6. Corrupt or Fraudulent Practices**

The Purchaser requires that Bidder under this RFP, observe the highest standards of ethics during the execution of such contract. In pursuance to this policy, the Purchaser: -

Defines for the purposes of this provision, the terms set forth as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence public officials in contract execution; and
- "Fraudulent Practice" means a misrepresentation of facts in order to influence execution of contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission);
- Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or executing a contract. The EMD will be forfeited, and the bidder will be banned for three years for participation in any bid process of MWRD as per GR dated 18/10/2023 and its subsequent updates.
- The past performance of the Bidder will be crosschecked if necessary. If the facts are proven to be dubious the Bidders RFP will be ineligible for further processing.

### **3.3 Purchaser's Obligations**

- Purchaser nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the bidder.
- Purchaser shall ensure that timely approval is provided to the bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
- The Purchaser's Representative shall interface with the bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- Purchaser may provide on bidder's request, particulars/information/ or documentation that may be required by the bidder for proper planning and execution of work and for providing services covered under this contract and for which the bidder may have to coordinate with respective System Integrators.

- Purchaser may provide to the bidder, sitting space and basic infrastructure at WRD's office location if required.

### 3.4 Success Criteria

For each and every module at the time of UAT minimum 10 entries / records for different projects will be recorded, tested and approved by purchaser.

- a. The CRUD operation should be successful / completed.
- b. All the MIS & Business report related to entered transaction or record shall be generated.
- c. The processes (if any) should be incorporated.
- d. Integration expected and defined as per requirement should be successfully tested.
- e. It should be applicable to all modules.
- f. All modules with respect to financial transactions should be linked with account / financial module.

### 3.5 Events of Default by the Bidder

The failure on the part of the bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the bidder. The events of default as mentioned above may include inter-alia the following:

- The bidder / bidder's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
- The bidder / bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the bidder has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser;
- The bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the bidder / bidder's Team to comply with any stipulations or standards as laid down by the Purchaser; or
- The bidder / bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract.
- The bidder / bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract.
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the bidder.
- The bidder / bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- The bidder / bidder's team are involved in fraud/ willful misconduct.

Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the bidder by the Purchaser the bidder fails to remedy the default to the satisfaction of the bidder, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

In case of agency does not execute or fails to provide services, obligations, remedy which may applicable; within stipulated time required by Department even after three consecutive default notices during the term of agreement; department reserves its right to debar/blacklist the agency from participating in any of the department tender for a period of three years from the date of debar/Blacklisting action and forfeit the Security Deposit/Performance Bank Guarantee and terminate the contract.

### **3.6 Consequences of Default**

Where an Event of Default subsists or remains uncured the Purchaser shall be entitled to:

- Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by Purchaser and Bidder or through a third party acceptable to both parties. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
- Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:
  - Shall specify the nature of the failure; and
  - Shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

### **3.7 Terminate the Contract in Full or Part**

It is mandatory for the bidder to successfully complete all scope of work. Partial or incomplete work of any of the requirements shall be treated as default. Where an Event of Default subsists or remains uncured the Purchaser shall be entitled to:

- As a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- The "Purchaser" may, by written notice of suspension to the bidder, suspend the contract to the bidder hereunder if the bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the bidder of such notice of suspension.

### **3.8 Breach and Rectification**

In the event that the Bidder is in Material Breach of its obligations under this Agreement or the SLA, Purchaser may terminate this Agreement or the SLA upon notice to the other Party. Any notice served pursuant to this clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- If there is Breach which translates into default in providing Services by the Bidder as per this Agreement or the SLA, continuously for more than one week, then the Purchaser will serve

a seven days' notice for curing such Material Breach. In case the Material Breach continues after the notice period, the Purchaser will have the option to terminate the Agreement.

- Because time is the essence of the contract, in case, for reasons prima facie attributable to the Bidder, there is a delay of more than 4 weeks in the Project Implementation Phase by the Bidder prior to the acceptance testing and certification stage, the Purchaser may terminate the Agreement after affording a reasonable opportunity to the Bidder to explain the circumstances leading to such a delay. Further, the Purchaser may also invoke the Performance Guarantee of the Bidder. Pursuant to the termination, Bidder shall transfer all the project related assets to Purchaser.
- Where a change of control of the Bidder has occurred whereby the Bidder has merged, amalgamated or been taken over, due to which the majority shareholding of the Bidder has been transferred to another entity, the Purchaser can by 60 days written notice, terminate the Agreement and such notice shall become effective at the end of the notice.

### **3.9 Protection and Liabilities**

#### **3.9.1. Warranty**

- The Bidder further warrants that the software supplied under the Contract shall be free from all defects/faults arising from design, development or hosting or from any act or omission of the Bidder.
- The bidder shall provide 3 months warranty period after the web application Go-Live.
- The Purchaser shall promptly notify the Bidder of any bugs arising under the warranty period.
- The bidder shall provide bug fixes at no cost to the Authority during the warranty period.
- All bugs reported and the corrective actions taken to resolve the bugs during the warranty period shall be recorded in the problem logs document which shall be handed over to the Authority upon completion of project.
- If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

### **3.10 Change Control**

This section describes the procedure to be followed in the event of any proposed change to the Agreement, Project Implementation Phase, SLA and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the System Integrator and changes to the terms of payment as stated in the Terms of Payment Schedule.

MWRD and the SI recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by reorganizing processes and responsibilities without a material effect on the cost. The SI will Endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and MWRD or its nominated agencies will work with the System Integrator to ensure that all changes are discussed and managed in a constructive manner. This section sets out the provisions, which will apply to all the changes to the agreement and other documents except for the changes in SLAs for which a separate process has been laid out in the SLA vide clause 3.35. The bidder shall provide proper service/change request (CR) support plan and resources for the Authority to execute during project warranty and maintenance period via direct phone support and email.

#### **1. After the WRD has raised the Service Request to the bidder:**

- a. The WRD may raise a Change Request describing the service required from the bidder to make changes to the system.
- b. The bidder shall then provide the required skills, expertise, tools or manpower resources to plan, manage and deliver the system change accordingly.

- c. Make an assessment of the service / change request and submit a proposal to WRD for approval.
- d. The bidder shall use the man-hour rate quoted in the financial proposal for Change Services/request.
- e. The bidder shall response within 7 calendar days on the projected effort (man-hours), detailed breakdown of work, schedule, resources and the costs based on the scope of work provided by the WRD.
- f. The proposal shall detail the impact analysis of the change on the existing System environment such as System performance, integration. The Supplier shall bear all cost in the assessment and preparation of the proposal.

**2. After the bidder submit the Change Request proposal to WRD**

- a. WRD may request the bidder to re-work the effort estimated by the SI if the charges are deemed unreasonable by the WRD.
- b. The bidder must discuss and ensure that there is common understanding between the bidder and the WRD's designated officer(s) regarding the scope of work, deliverables and completion criteria for each change request, the number of resources required and their costing.
- c. The bidder shall ensure the accuracy and quality of work done by its personnel. The bidder shall rectify any errors or mistakes made by its personnel at no additional cost to the WRD.
- d. Train the WRD users on the System changes to enable them to be competent and self-reliant in the operation of the System.
- e. Brief the WRD's representatives on the System environment changes.
- f. Prepare and/or update relevant documentation to reflect changes made to the System.
- g. Evaluation and approval of the proposed change by the WRD
- h. Testing and acceptance of the modified system in UAT and Production environment
- i. A Change Request is considered fully delivered by the bidder when all completion criteria stated by the WRD in the Change Request has been completed to the satisfaction of WRD.
- j. WRD shall make payment upon successful deployment of the Change request on production server.

**3. Change request format**

- a. Brief description of the Change.
- b. Impact on the Time for Achieving Operational Acceptance.
- c. Detailed estimated cost of the Change.
- d. Effect on Functional Guarantees (if any).
- e. Effect on any other provisions of the Contract.
- f. Bidder to submit the change request proposal as the format attached (Annexure 14)

**4. The performance standards for the service /change request includes:**

- a. All accepted change requests shall be completed and implemented within the specified turn around time depending on the estimated man-days required.
- b. The completion time for any change requests as contracted in the Base Services shall be based on the following schedule or mutually agreed schedule:

| Estimated Man-hours for Change                                   | Completion Time                                              |
|------------------------------------------------------------------|--------------------------------------------------------------|
| Less than or equal to one man-day                                | Three working days                                           |
| Greater than one day but less than or equal to three man-days    | One calendar week                                            |
| Greater than three days but less than or equal to seven man-days | Two calendar weeks                                           |
| Greater than 7 man-days                                          | Subject to mutually agreement between the MWRD and supplier. |

**5. The Bidder shall quote for the man-hour rate for a total of 100 man-hours as follows:**

- i. Design, Development, Testing and Implementation of any new modules or services.
- ii. Enhancement (Design, Development, Testing and Implementation) of any new modules or services.
- iii. Ad-hoc change requests to new and/or existing modules or services

### **3.11 Termination of Contract**

The “Employer” may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension

#### **3.11.1. “By the “Purchaser”:**

The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) as mentioned below:

- (a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- (b) If the Agency becomes (or, if the Agency consists of more than one entity, if any of its members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Agency fails to comply with any final decision reached as a result of proceedings pursuant to Clause 3.12 in such case provision of clause 3.13 will be applicable.
- (d) If the Agency, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (f) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Agency, and sixty (60) days in case of the event referred to in (h).

#### **3.11.2. “By the Bidder”:**

The Bidder shall not terminate this Contract, however bidder may request for amicable closer; in case of If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **3.12 Dispute Resolution**

The dispute resolution mechanism to be applied shall be as follows:

- **Amicable Settlement:**

The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days such differences shall be referred to the Chief Engineer, (Civil) Hydro Projects & Quality Control – Pune, in case of any disagreement with the decision of Chief Engineer, (Civil) Hydro Projects & Quality Control – Pune party can take matter to the concerned judiciary. Any legal dispute will come under the sole jurisdiction of Pune, Maharashtra.

### **3.13 Compliance with Applicable Laws of India**

The Bidder confirms to WRD that it complies with all Central , State, Municipal laws, local laws and rules & regulations and shall undertake to observe, adhere to, abide by, comply with and notify WRD about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect MWRD and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate MWRD and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and MWRD will give notice of any such claim or demand of liability within reasonable time to the Bidder.

### **3.14 Audit, access and reporting:**

#### **3.14.1. Purpose**

- This section details the audit, access and reporting rights of Purchaser and the respective obligations of Bidder under the contractual terms of Project Implementation, Operation and SLA Management.
- Bidder should conduct security audit and certification or engage a suitable neutral and technically competent third-party agency or agencies for conducting audit and certification, upon intimation by the Bidder that the system implementation is complete. The third-party agency must be Cert-in certified agency.

#### **3.14.2. Access**

- The Bidder shall provide Purchaser access to employees, suppliers and third-party facilities, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.

- Purchaser shall have the right to copy and retain copies of any relevant records. The Bidder shall co-operate with Purchaser in effecting the audits and providing necessary information.

### **3.14.3. Inspection Rights**

- Purchaser shall have the right to inspect suppliers and third-party facilities, including leased premises for providing Services, data center, data recovery centers, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
  - The security, integrity and availability of all Project data processed, held or conveyed by the Bidder on behalf of Project and documentation related thereto;
  - That the actual level of performance of the services is the same as specified in the SLA;
  - That the Bidder has complied with the relevant technical standards, and has adequate internal controls in place; and
  - The compliance of the Bidder with any other obligation under the contract and SLA.

### **3.15 Conditional offers by the Bidders**

The Bidder should abide by the terms and conditions specified in the RFP Document. If Bidders submit conditional offers it shall be liable for outright rejection.

### **3.16 Address of Communication**

Bids should be addressed to below given address:  
 Executive Engineer  
 Governance Computerization Division  
 Jal Sampatti Bhavan, Pune  
 Taluka- Haveli, District-Pune Pin Code – 411038

### **3.17 Costs & Currency**

The bids must be made in Indian Rupees only. Prices quoted by the Bidder shall be final (inclusive of all taxes, duties, insurance, license fee and other costs).

### **3.18 Performance Guarantee/Security**

The Performance Guarantee/Security of 10% of contract value of successful Bidder from a Scheduled Commercial Bank (Only Public Sector Or Private Sector Banks) and must be valid for the contract duration and 60 days beyond the project/contract period. The proceeds of the Performance Guarantee/Security shall be payable to the Purchaser as compensation for any loss / penalties / liquidated damages resulting from the Bidders failure to complete its obligations under the contract for post implementation support. The performance guarantee shall be discharged by the Purchaser to the Bidder after 60 days post the completion of contract.

The Bidder shall have to furnish a renewed Performance Guarantee/Security for an appropriate extended period in case the Purchaser decides to extend the contract period post the completion of the project duration.

### **3.19 Annual Technical Support (ATS)**

The bids must include a minimum 3 years Annual Maintenance Contract (AMC) which will be extendable for additional 2 years with updated technology stack on-site ATS from the date of acceptance of the system by the Purchaser. The Bidder is required to make provisions based on the BOQ model for the project defined as per the Annexure (Financial Bid).

### **3.20 Indemnity**

System Integrator shall indemnify, protect and save the Purchaser against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent,

trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware / software supplied by him.

### **3.21 Intellectual Property**

- Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Bidder shall be property of the Purchaser. The Bidder should create a repository of such resources and provide access to Purchaser. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant, applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.
- If Purchaser desires, further, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Bidder, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which may be assigned by the Purchaser to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.
- The Bidder's Team shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or the Bidder's Team during the course of performance of the Services. In case of any infringement by the Bidder's Team, Bidder shall have sole control of the defense and all related settlement negotiations.
- The Bidder shall transfer the Source Code to the WRD along with all the rights and privileges. Successful Bidder shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product.
- All rights, title and interest of WRD in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of WRD and Bidder shall not be entitled to use the same without the express prior written consent of WRD. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder.
- Ownership of Intellectual property rights and source code of developed/customized system part will be with MWRD. MWRD to own APIs along with source code and other relevant artefacts such as documentation etc. developed for purchaser by the bidder.
- It is to be noted that, selected bidder requires to declare and obtain due approval form the Purchaser; for the utilization of proprietary product, component, technology, license necessary required for

successful execution of the project which will not going to be a part of IPR. clause shall survive indefinitely, even after termination of this Purchase Order.

### **3.22 Publicity**

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

### **3.23 Use of Assets by the Selected Agency**

During the contract period the Bidder shall:

- Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Bidder exclusively in terms of ensuring their usability for the delivery of the Services as per this Project (hereinafter the “Assets”) in proportion to their use and control of such Assets.
- Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Bidder takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets, and which are provided to the Bidder will be followed by the Bidder and any person who will be responsible for the use of the Assets.
- Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Bidder or as may, in the reasonable opinion of the Bidder, be necessary to use the Assets in a safe manner.
- Ensure that the Assets that are under the control of the Bidder, are kept suitably housed and in conformity with Applicable Law.
- Procure permission from the Purchaser or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements; not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.
- Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

### **3.24 Right to Accept Any Bid and to Reject Any or All Bids**

Purchaser reserves the right to accept or reject any Bid, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected Bidder (s) or any obligation to inform the affected Bidder (s) of the grounds for the Purchaser's action.

### **3.25 Data Ownership**

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

## **3.26 Exit Management:**

### **3.26.1.Exit Management Purpose**

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

### **3.26.2. Cooperation and Provision of Information**

#### **During the exit management period:**

- a) The bidder will allow MWRD or its nominated agency access to information reasonably required to define the current mode of operation associated with the provision of the services to enable MWRD to assess the existing services being delivered.
- b) Promptly on reasonable request by MWRD, the bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the bidder or appointed by the bidder). MWRD shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The bidder shall permit MWRD or its nominated agencies to have reasonable access to its employees and facilitate to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer and share all documentation related to system.

### **3.26.3. Transfer of Assets**

Successful Bidder shall be entitled to use the Assets for the duration of the exit management period, which shall be not more than one month period from the date of expiry of contract, or termination of the contract. The Purchaser shall be entitled to serve notice in writing to the Successful Bidder at any time during the exit management period as detailed herein above requiring the Successful Bidder to provide the Purchaser with a complete and up to date list of the Assets within 30 days of such notice. Upon service of a notice under this Article the following provisions shall apply:

- In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Successful Bidder, the Successful Bidder shall ensure that all such liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Purchaser.
- All risk in and title to the Assets to be transferred / to be purchased by the Purchaser pursuant to this Article shall be transferred to the Purchaser, by the last day of the exit management period.
- Payment to the outgoing Bidder shall be made to the tune of last set of completed services / Deliverables, subject to SLA requirements.
- The outgoing Bidder will pass on to the Purchaser and/or to the Replacement Bidder, the subsisting rights in any leased properties/ licensed products on terms not less favorable to the Purchaser / Replacement Bidder, than that enjoyed by the outgoing Bidder.

### **3.26.4. Confidential Information, Security and Data**

Successful Bidder will promptly on the commencement of the exit management period, supply to the Purchaser or its nominated agencies the following:

- Information relating to the current services rendered and customer and performance data relating to the performance of subservice provider in relation to the services if any.
- Documentation relating to Project's Intellectual Property Rights.
- All current and updated data as is reasonably required for purposes of MWRD or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the MWRD, or its nominated agency; All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MWRD or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to MWRD or its nominated agencies, or its Replacement bidder (as the case may be).

- Before the expiry of the exit management period, the bidder shall deliver to MWRD or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.

### **3.26.5. Rights of Access to Information**

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to the Purchaser, its nominated agency and / or any Replacing System Integrator in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to the Project.

### **3.26.6. Employees**

1. Promptly on reasonable request at any time during the exit management period, the bidder shall, subject to applicable laws, restraints, and regulations (including in particular those relating to privacy) provide to MWRD dedicated resources for providing the services at the commencement of the exit management period.
2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the bidder to MWRD or its nominated agency, or a Replacement bidder ("Transfer Regulation") applies to any or all of the employees of the bidder, then the Parties shall comply with their respective obligations under such Transfer regulations.
3. To the extent that any Transfer Regulation does not apply to any employee of the bidder, department, or its Replacement bidder may make an offer of employment or contract for services to such employee of the bidder and the bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by MWRD or any Replacement bidder.

### **3.26.7. Transfer of Certain Agreements**

On request by MWRD or its nominated agency, the bidder shall affect such assignments, transfers, licenses and sub-licenses as may require in the name of MWRD or its Replacement bidder in relation to any cloud lease, maintenance or service provision agreement between bidder and third-party licensor, System Integrators, and which are related to the services and reasonably necessary for the carrying out of replacement services by MWRD or its nominated agency or its Replacement bidder.

### **3.26.8. Rights of Access to Premises**

1. At any time during the exit management period, where Assets are located at the Bidder's premises, the bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) MWRD or its nominated agency and/or any Replacement bidder in order to make an inventory of the Assets.
2. The bidder shall also give MWRD or its nominated agencies, or any Replacement Bidder right of reasonable access to the bidder's premises and shall procure MWRD or its nominated agency and any Replacement Bidder rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to MWRD or its nominated agency, or a Replacement bidder.

### **3.26.9. General Obligations of the bidder**

1. The bidder shall provide all such information as may reasonably be necessary to affect as seamless handover as practicable in the circumstances to MWRD or its nominated agency or its Replacement bidder and which the bidder has in its possession or control at any time during the exit management period.

2. For the purpose of this Schedule, anything in the possession or control of any bidder, associated entity, or sub-service provider is deemed to be in the possession or control of the bidder.
3. The bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

### **3.26.10.Exit Management Plan**

The successful bidder shall provide MWRD or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management phase

1. A detailed program of the transfer process that could be used in conjunction with a Replacement bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
2. Plans for the communication with such of the bidders, staff, bidders, customers and any related third party as are necessary to avoid any material detrimental impact on MWRD's operations as a result of undertaking the transfer.
3. (If applicable) proposed arrangements for the segregation of the bidder networks from the networks employed by MWRD and identification of specific security tasks necessary at termination.
4. Plans for provision of contingent support to MWRD and Replacement bidder for a reasonable period after transfer.
5. The bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
6. Each Exit Management Plan shall be presented by the bidder to and approved by MWRD or its nominated agencies.
7. The terms of payment as stated in the Terms of Payment Schedule includes the costs of the bidder complying with its obligations under this Schedule.
8. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
9. During the exit management period, the bidder shall use its best efforts to deliver the services.
10. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
11. This Exit Management plan shall be furnished in writing to Successful Bidder or its nominated agencies within 7 days from the receipt of notice of termination or three months prior to the expiry this Agreement.

### **3.26.11.Expected Deliverables during Exit Management**

- Updated Final Exit Management Plan
- All updated deliverables as per clause 1.6.1 Project Deliverables & Timelines
- All purchased licenses, copyrighted images etc. generated during execution of project along with ownership and access transfer to MWRD or any other agency that may be appointed by MWRD.
- Knowledge transfer in relation to the scope of work, IPR as per terms cited in this RFP, Source code and associated libraries to ensure effective operation of application.

### **3.27 Other Conditions**

- Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

- The Agreement shall be written in English only. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English only.
- Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the tender Document are fulfilled to the satisfaction of the Purchaser.
- Acceptance of Property
- The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.
- Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.
- Payment shall be made in Indian Rupees only.
- The Bidder's Team shall comply with the laws in force in India in the course of performing this Contract.

### **3.27.1. General**

Relationship between Parties:

- Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder's Team or any relationship of Purchaser employee, principal and agent, or partnership, between the Purchaser and Bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- The Purchaser has no obligations to the Bidder's Team except as agreed under the terms of this Contract.

### **3.27.2. Survival**

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

### **3.27.3. Entire Contract**

The terms and conditions laid down in the RFP and all annexures, addendum thereto as also the Bid and any Annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

### **3.27.4. Governing Law**

This Contract shall be governed in accordance with the laws of Union of India and State of Maharashtra.

### **3.27.5. Jurisdiction of Courts**

The courts of India at Pune have exclusive jurisdiction to determine any proceeding in relation to this Contract.

### **3.27.6. Force Majeure:**

- Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the

payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

- In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
- The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the System Integrator and not involving the Bidder's fault or negligence and not foreseeable.
- Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lock-outs and freight embargoes.
- If a Force Majeure situation arises, the System Integrator shall promptly notify the WRD in writing of such conditions and the cause thereof within twenty calendar days.
- Unless otherwise directed by the WRD in writing, the System Integrator shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- If the duration of delay continues beyond a period of three months, WRD and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the WRD shall be final and binding on the bidder.

#### **3.27.7. Period of Contract**

- The Term of the contract shall be for a period of 72 months (6 years) (9 Months of implementation phase, 3 months warranty and 3 years (36 months) Annual Maintenance Contract (AMC) which will be extendable for additional 2 years (24 months) based on performance of Bidder with mutual consultation of both parties. with updated technology stack in mutual consultations with the Bidder with all the terms and conditions of original Agreement.
- A fresh tender shall be called at the end of the Term/ extended term. The bid process for the second term shall commence one year before the expiry of the Term / extended term.
- Any extension of Agreement term if so, shall be decided by Purchaser.

#### **3.27.8. Conditions precedent**

- Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the Purchaser may at any time at its sole discretion waive fully or partially any of the Conditions Precedents for the Bidder:
- The following Conditions Precedent need to be fulfilled by the Bidder on or before the execution of this Agreement:
  - Provide Performance Guarantee/Security as per as per clause 3.18.
  - Provide Purchaser true copies of its constitutional documents and Purchaser resolutions authorizing the execution, delivery and performance of this Agreement and the SLA with WRD;

#### **3.27.9. Non-Fulfilment of Conditions Precedent**

- In the event that any of the Conditions Precedent relating to bidder has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Purchaser fully or partially, this Agreement shall cease to have any effect as of that date.
- In the event that the Agreement fails to come into effect on account of nonfulfilment of the bidder's Conditions Precedent with regards to implementation schedule, Purchaser shall not be

liable in any manner whatsoever to the bidder and Purchaser shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.

- In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the bidder prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to purchaser free and clear from any encumbrances or claims.
- Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. It is further clarified that any such extension of time shall be subjected to imposition of penalties on bidder linked to the delay in fulfilling the Conditions Precedent

### **3.27.10. Governance Schedule**

- The Bidder shall document the agreed structures in a procedural manual under the guidance and supervision of purchaser.
- The agenda for each meeting of the Project Operations Committee shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement of the Parties or at the request of either Party.
- Copies of the agenda for meetings of the Project Operations Committee, along with relevant pre-reading material, shall be distributed.
- All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- The Parties shall ensure as far as reasonably practicable that the Steering Committee and Project Operations Committee shall resolve the issues and resolve the objectives placed before them and members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- The Parties will proceed in good faith so that the Steering Committee and Project Operations Committee shall resolve the issues and smoothen the performance of the Project.
- The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

## **3.28 Service Level Agreement**

The purpose of the Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful Bidder to the Purchaser for the duration of the contract. SLA defines the responsibility of the successful Bidder in ensuring adequate delivery of the deliverables and the services coupled with correctness of the same based on the performance indicators detailed out in this document. The successful Bidder shall provide services as defined in the scope of work in accordance with the conditions mentioned in this RFP to ensure adherence to project terms and error free availability of the services. The Service level agreement would be valid for the complete period of contract. This SLA may be reviewed and revised according to the procedure detailed in SLA Change Control Mechanism.

## **3.29 Non-Adherence to SLA**

In case the successful Bidder is unable to adhere to the target levels mentioned in the SLA and the percentage of penalty due to defaults exceeds 5 percent per month for four consecutive months, then the penalty would be doubled in the fifth month and subsequently till the same is rectified for two consecutive months.

In case the successful Bidder defaults in the same category for four consecutive months, then the penalty would be doubled in the fifth month and subsequently for that category till the same is rectified for two consecutive months.

## **3.30 Breach of SLA**

If the penalty continues for 6 consecutive months for the same category or over 10% across all categories, the Purchaser may invoke breach and terminate the contract. The decision of the

Purchaser in this regard shall be final and binding on the successful Bidder, the Purchaser will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:

- 
- Purchaser issues a show cause notice to the successful Bidder.
- Successful Bidder should reply to the notice within three working days.
- If the Purchaser is not satisfied with the reply, then they will initiate termination process.

### **3.31 Exclusions**

Penalties shall not be levied on the successful bidder in the following cases:

- i. The non-compliance to the SLA has been solely due to reasons beyond the control of the bidder.
- ii. In case SLA notice issue by the MWRD and bidder has provided valid justification for non-compliance of SLA; Bidder should reply to the notice within three working days and same should be approved by the MWRD.
- iii. In case of force majeure event as per RFP terms affecting the SLA, which is beyond the control of the successful bidder.

### **3.32 Monitoring and Auditing**

Purchaser will review the performance of Bidder against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the successful Bidder as soon as possible.

### **3.33 Reporting Mechanism**

The bidder's representative will prepare and submit SLA performance reports in an agreed upon format by the 5<sup>th</sup> working day of subsequent month of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events.

### **3.34 Issue Management Procedures**

#### **3.34.1. General**

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Purchaser and bidder. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

#### **3.34.2. Issue Management Process**

- Either Purchaser or successful Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- Purchaser and the successful Bidder's representative will determine which committee or executive level should logically be involved in resolution.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- The Purchaser and the successful Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The successful Bidder will then communicate the resolution to all interested parties.
- In the event a significant business issue is still unresolved, the procedures described in the 3.13 of the Contract will be used.

### **3.35 SLA Change Control**

#### **3.35.1. General**

It is acknowledged that this SLA may change as Purchaser business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- A process for negotiating changes to the SLA.
- An issue management process for documenting and resolving particularly difficult issues.
- Purchaser and successful Bidder's management escalation process to be used in the event that an issue is not being resolved in a timely manner.
- Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

#### **3.35.2. SLA Change Process**

Both the parties may amend this SLA by mutual agreement in accordance, with Changes proposed by either party. The forum for negotiating SLA changes will be decided by the Purchaser.

#### **3.35.3. Version Control**

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every month) or for release when a critical threshold of change has occurred.

### **3.36 Management Escalation Procedures**

- The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that Purchaser and successful Bidder management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.
- All issues would be raised to the project management team, which is completely responsible for the day-to-day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.
- If project management team is unable to resolve an issue within defined timeline, the issue would be escalated to the top management with options/ risks detailed for decision. The Purchaser will make decisions based on the options/ risks presented.
- The bidder shall provide proper plan, resources and escalation procedure for the purchaser to report problem case or support request during the warranty and Annual Maintenance period.

## **Section - IV ANNEXURES TO RFP**

## Appendix I. Pre-Qualification & Technical Bid Templates

| Sr. No. | Pre-Qualification Requirements                                                                                                                                                                                                                                              | Documents to be submitted                                                                                                                                                                                                                                                                          | Checklist (Yes/No) | Documentary Proof (Page No.) |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------|
| 1       | The Bidder should have made a payment of Rs. 2,360/- (Rupees Two Thousand Three Hundred & Sixty_ only) including GST for the tender fees.                                                                                                                                   | Proof of Tender form fee payment of Rs.2,360/- (Rupees Two Thousand Three Hundred & Sixty only) including GST (nonrefundable) by payment gateway online / RTGS / NEFT / ECS must be furnished.<br>* As per option available on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> | Yes / No           |                              |
| 2       | The Bidder should have submitted an Earnest Money Deposit of Rs. 23,05,000/- (Rupees Twenty-three Lakh Five Thousand Only)                                                                                                                                                  | Earnest Money Deposit (EMD) must be paid through Online Payment via net banking mode through Bidder's own Account only. Bidder should submit the bank statement for the same.<br>As per option available on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>                    | Yes / No           |                              |
| 3       | The bidder should be a firm registered in India under appropriate laws / act (Company Act 1956 / 2013, LLP Act 2008, Partnership Act 1932) and should have been operating in India for the last 10 years from the date of bid submission.<br><br>CONSORTIUM is not allowed. | Certificate of Incorporation / Registration.<br>A partnership deed duly registered under the Partnership Act wherever applicable.<br>LLP firm registered certificate wherever applicable.                                                                                                          | Yes / No           |                              |
| 4       | The bidder should have an average annual turnover from software system integration, development and/or implementation services work in the last three financial years (FY 2022-23, FY 2023-24 and FY 2024-25) (Turnover of Rs. 23.10 Crores)                                | Extracts from the audited balance sheet, profit & loss and Certificate from the statutory auditor/CA (as mentioned in Annexure 2 )                                                                                                                                                                 | Yes / No           |                              |
| 5       | The bidder should have positive Net Worth as on 31 <sup>st</sup> March of each of the last three financial years (FY 2022-23, FY 2023-24 and FY 2024-25)                                                                                                                    | CA Certificate confirming Net Worth for the mentioned FYs                                                                                                                                                                                                                                          | Yes / No           |                              |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                 |          |  |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--|
| 6 | The bidder should not have been blacklisted from providing services by any Central / State Governments, nor any such case should be pending in any court of law in India                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Self-Certificate signed by Authorized Signatory (same as the one who signs the proposal)                                                                                                                                                                                        | Yes / No |  |
| 7 | <p>The bidder shall have experience of implementation of similar type of assignment (Development and implementation of Web and Mobile application) in Indian PSU / Central / State Government with a minimum project value of:<br/>At least One (1) Project with value of at least Rs. 3.70 Cr in India<br/>Or<br/>At least Two (2) Project with value of at least Rs. 2.80 Cr each in India<br/>Or<br/>At least Three (3) Project with value of at least Rs. 1.85 Cr each in India<br/>The work order must have been issued within the last 5 years prior to the tender publishing date.</p> <p>The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p> | <p>Completion certificates from the client mentioning similar type of assignment.<br/>OR<br/>Work order + Self Certificate of completion (Certified by the statutory auditor).<br/>OR<br/>Work order + phase completion certificate (for ongoing Projects) from the client.</p> | Yes / No |  |
| 8 | <p>Systems Implementation agency must have Successfully completed at least the following Numbers of Software Systems Development And Implementation engagement(s) of value Specified herein:</p> <ul style="list-style-type: none"> <li>One project of similar nature not less than</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>Completion certificates from the client mentioning similar type of assignment.<br/>OR<br/>Work order + Self Certificate of completion (Certified by the statutory auditor).<br/>OR<br/>Work order + phase completion certificate (for ongoing Projects) from the client.</p> | Yes / No |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--|
|    | <p>the amount Rs. 2.21 Crore; OR-</p> <ul style="list-style-type: none"> <li>Two projects of similar nature not less than the amount equal Rs.1.66 Crore each; OR-</li> <li>Three projects of similar nature not less than the amount equal Rs. 1.11 Crore each</li> </ul>                                                                                                                                                                                                                                                                                                                                    | <p>Note: The <b>Completion certificates from the client should clearly</b> mention similar type of assignment regarding Software Systems Development and Implementation engagement(s).</p>                                                                                                                                                                                                                                                             |          |  |
| 9  | <p>Experience in Software Support and Maintenance Services in India to be demonstrated in a maximum of engagements of value more than that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience.</p> <ul style="list-style-type: none"> <li>One project of similar nature not less than the amount Rs. 1.48 Crore; OR-</li> <li>Two projects of similar nature not less than the amount equal Rs.1.10 Crore each; OR-</li> <li>Three projects of similar nature not less than the amount equal Rs. 0.74 Crore each</li> </ul> | <p>Completion certificates from the client mentioning similar type of assignment.<br/>OR<br/>Work order + Self Certificate of completion (Certified by the statutory auditor).<br/>OR<br/>Work order + phase completion certificate (for ongoing Projects) from the client.</p> <p>Note: The <b>Completion certificates from the client should clearly</b> mention similar type of assignment regarding Software Support and Maintenance Services.</p> | Yes / No |  |
| 10 | <p>Solution development methodology proposed for the demonstration of understanding of Software development and implementation, which would be required to deliver the service</p>                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing: – Solution proposed and its components, Technologies used – Scale of implementation, – Learning on Issues – Challenges likely to be encountered</p>                                                                                                                                                                              | Yes / No |  |

|    |                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--|
|    | required by the Government department [The approach should reflect the conceptual implementation framework proposed by the Vendor]<br>Solution proposed<br>Approach & Methodology: The bidders should elaborate their understanding of the requirements and the approach & methodology to be adopted for implementation of the assignment | – Mitigation proposed – Client references                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |  |
| 11 | System Functionality                                                                                                                                                                                                                                                                                                                      | A note containing the mapping as per information provided.                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes / No |  |
| 12 | Approach and Methodology to perform the work in this assignment                                                                                                                                                                                                                                                                           | Qualitative assessment based on – Understanding of the objectives of the assignment: The extent to which the approach and work plan respond to the objectives indicated in the Statement/Scope of Work – Software development methodology proposed (i.e. Water fall model, Spiral model, Iterative, Agile development, Code and fix etc.) – Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements as per Scope of Work in the RFP. | Yes / No |  |
| 13 | Project work break down structure                                                                                                                                                                                                                                                                                                         | Qualitative assessment based on timeline                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Yes / No |  |
| 14 | Training                                                                                                                                                                                                                                                                                                                                  | A note on Training containing <ul style="list-style-type: none"> <li>• Training model</li> <li>• Approach</li> <li>• Deliverables</li> </ul>                                                                                                                                                                                                                                                                                                                                                 | Yes / No |  |
| 15 | Resume of all key technical resources proposed for the assignment                                                                                                                                                                                                                                                                         | CV and a Note                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes / No |  |
| 16 | The bidder should have ISO 9001, ISO 27001 and CMMi 3 certification or above.                                                                                                                                                                                                                                                             | Copies of valid certifications as on date of submission of bid                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes / No |  |
| 17 | The bidder should have at least 50 fulltime IT professionals on its payrolls.                                                                                                                                                                                                                                                             | Self-certification by Authorized Signatory or Head of HR.                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes / No |  |

|    |                                                                                                                              |                                                                                                                                                                          |          |  |
|----|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--|
| 18 | The bidder must submit the power of attorney to specify an individual who will be authorized for legal and financial matters | The Power of Attorney should be executed on an appropriate non-judicial stamp paper and duly notarized by a notary public.<br><br><b>Annexure- 8</b> mentioned in RFP    | Yes / No |  |
| 19 | The bidder shall have a valid GST number as on last date of submission.                                                      | Copy of GST registration certificate signed by bidder's authorized signatory                                                                                             | Yes / No |  |
| 20 | The bidder shall have a valid PAN number as on last date of submission.                                                      | Copy of PAN registration certificate signed by bidder's authorized signatory                                                                                             | Yes / No |  |
| 21 | Declaration of validity of information (Maharashtra GR No. CAT/2018 – 127/ dated/18/10/2023)                                 | The Declaration of Validity of Information should be executed on a non-judicial stamp paper of Rs.500 (Rs Five Hundred) or above.<br><b>Annexure- 9</b> mentioned in RFP | Yes / No |  |
| 22 | Declaration of acceptance of terms and conditions of RFP.                                                                    | Declaration of acceptance of terms and conditions of RFP on Company letter head signed by bidder's authorized signatory.<br><b>Annexure- 1B</b> mentioned in RFP         | Yes / No |  |

**Annexure 1: Technical Proposal Cover Letter on company letter head**

**To:**

Executive Engineer,  
Governance Computerization Division,  
Kothrud, Pune-411038  
Water Resources Department, Maharashtra

**Subject: Submission of the Technical bid for Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs.**

Dear Sir/Madam,

We, the undersigned, offer to provide solutions to MWRD for Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs for Maharashtra Water Resources Department (MWRD) with your RFP dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this technical bid and the Financial Bid uploaded on the Mahatender portal (<https://mahatenders.gov.in>).

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

**Name:**

**Designation:**

**Signature of the Authorized signatory:**

**Address:**

**Telephone:**

**E-mail Address:**

**Annexure 1A: General profile of the company**

| <b>Sr. No.</b> | <b>Information</b>                                                                                                                                                                           | <b>Details</b> | <b>Supporting documents – Page no. reference</b> |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------------------------|
| 1.             | Name of the Organization:                                                                                                                                                                    |                |                                                  |
| 2.             | Type of Organization (Pvt. Ltd/ Public Ltd/ Proprietary etc.)                                                                                                                                |                |                                                  |
| 3.             | Country of Registered Office                                                                                                                                                                 |                |                                                  |
| 4.             | Address of Registered Office with Telephone Nos., Fax, E-mail and website                                                                                                                    |                |                                                  |
| 5.             | Company Registration Details                                                                                                                                                                 |                |                                                  |
| 6.             | Date of Incorporation (with document evidence for Certificate of Incorporation)                                                                                                              |                |                                                  |
| 7.             | Point of Contact- Name                                                                                                                                                                       |                |                                                  |
| 8.             | Point of Contact- Phone Number                                                                                                                                                               |                |                                                  |
| 9.             | Point of Contact- email address                                                                                                                                                              |                |                                                  |
| 10.            | GST Registration Number (with document evidence)                                                                                                                                             |                |                                                  |
| 11.            | PAN No (with documental evidence)                                                                                                                                                            |                |                                                  |
| 12.            | Average Turnover for last three years (CA certified audited Statements to be submitted in company letter head with signature of authorized signatory)<br>2022-2023<br>2023-2024<br>2024-2025 |                |                                                  |
| 13.            | Standalone financial Audited balance sheets & Profit /loss statement, Statutory Auditor's Report, Notes to Accounts and Schedules forming part of accounts to be submitted                   |                |                                                  |
| 14.            | Certificate of non-blacklisting - To be submitted in company letter head with signature of authorized signatory                                                                              |                |                                                  |

**Annexure 1B: Declaration of acceptance of terms and conditions of RFP on company letter head**

To:  
Executive Engineer,  
Governance Computerization Division,  
Kothrud, Pune-411038  
Water Resources Department, Maharashtra

**Subject: Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs**

**Reference: RFP Number as per Maha tender Web application**

**Dear Sir/Madam,**

We, the undersigned, offer to provide solutions to MWRD for Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs for Maharashtra Water Resources Department (MWRD) with your RFP dated \_\_\_\_\_ and our Proposal. We are hereby declare that we accept all the terms and conditions of above reference RFP.

Yours sincerely,

**Name:**

**Designation:**

**Stamp & Signature of the**

**Authorized signatory:**

**Address:**

**Telephone:**

**E-mail Address:**

## Annexure 2: Turnover and Net-Worth Certification

<On the letter head of the Chartered Accountant >

<To be submitted along with Audited Financial Statements>

Date: dd/mm/yyyy.

To,

Executive Engineer,

Governance Computerization Division,

Kothrud, Pune-411038

Water Resources Department, Maharashtra

**Reference: RFP Document for Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs.**

Sir/ Madam,

We have examined the books of accounts and other relevant records of \_\_\_\_\_. On the basis of such examination and according to the information and explanation given to us and to the best of our knowledge & belief, we hereby certify that the Average annual turnover from software system integration, development and/or implementation services work in the last three financial years as per details given below:

| Information from Balance Sheets (in Indian Rupees) |           |           |           |
|----------------------------------------------------|-----------|-----------|-----------|
| Section No.                                        | 2022-2023 | 2023-2024 | 2024-2025 |
| Annual Turnover                                    |           |           |           |
| Average Annual Turnover                            |           |           |           |

**Name:**

**Designation:**

**Seal & Signature of the Authorized signatory:**

**Address:**

**Telephone:**

**E-mail Address:**

**Annexure 3: Project Citation Format**

|                                                                                      |  |
|--------------------------------------------------------------------------------------|--|
| <b>General Information</b>                                                           |  |
| Name of the project                                                                  |  |
| Client for which the project was executed                                            |  |
| Name and contact details of the client                                               |  |
| <b>Project Details</b>                                                               |  |
| Description of the project                                                           |  |
| Scope of services                                                                    |  |
| Technologies used                                                                    |  |
| Outcomes of the project                                                              |  |
| Current status of the project                                                        |  |
| <b>Other Details</b>                                                                 |  |
| Total cost of the project -                                                          |  |
| a) Software System Development and Implementation engagement                         |  |
| b) Software Support and Maintenance Services                                         |  |
| Duration of the project (no. of months, start date, completion date, current status) |  |

**Name:****Designation:****Signature of the Authorized signatory:****Address:****Telephone:****E-mail Address:**

#### Annexure 4: Proposed Work Plan

| Sr.<br>No. | Activity Include following:<br>1. Resource type<br>2. Start Date<br>3. End Date<br>4. Deliverable<br>5. Risk and dependencies | Calendar Month |         |         |
|------------|-------------------------------------------------------------------------------------------------------------------------------|----------------|---------|---------|
|            |                                                                                                                               | Month1         | Month 2 | Month 3 |
| 1          |                                                                                                                               |                |         |         |
| 2          |                                                                                                                               |                |         |         |
| 3          |                                                                                                                               |                |         |         |
| 4          |                                                                                                                               |                |         |         |
| N          |                                                                                                                               |                |         |         |

1. Indicate all main activities of the assignment, including delivery of reports (e.g. Inception, Interim, and final reports) and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.
3. All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.

**Name:**

**Designation:**

**Signature of the Authorized signatory:**

**Address:**

**Telephone:**

**E-mail Address:**

**Annexure 5: Team Composition**

| <b>Name of Staff with qualification and experience</b> | <b>Area of Expertise</b> | <b>Key Personal position Assigned</b>                                                                                                                                           | <b>Task Assigned</b> | <b>Time committed for the engagement</b> |
|--------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------|
|                                                        |                          | 1) Project Manager<br>2) Technical Architect<br>3) Business Analyst<br>4) Database Specialist<br>5) QA Lead<br>6) Software Developer<br>7) UI/UX Designer<br>8) Training Expert |                      |                                          |

**Name:****Designation:****Signature of the Authorized signatory:****Address:****Telephone :****E-mail Address:**

**Annexure 6: Curriculum Vitae (CV) of Key Personnel****General Information**

| <b>General Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Name of the person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| Current Designation / Job Title Current                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| Job responsibilities Proposed Role in the Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| Proposed Responsibilities in the Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Academic Qualifications:<br><ul style="list-style-type: none"> <li>• Degree</li> <li>• Academic institution graduated from</li> <li>• Year of graduation</li> <li>• Specialization (if any)</li> <li>• Key achievements and other relevant information (if any)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| Professional Certifications (if any)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| Total number of years of experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Number of years with the current company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Summary of the Professional / Domain Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| Number of projects executed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)<br>Prior Professional Experience covering:<br>Organizations worked for in the past.<br>Organization name <ul style="list-style-type: none"> <li>• Duration and dates of entry and exit</li> <li>• Designation Location(s)</li> <li>• Key responsibilities</li> </ul> Prior project experience <ul style="list-style-type: none"> <li>• Project name</li> <li>• Client</li> <li>• Key project features in brief</li> <li>• Location of the project</li> <li>• Designation</li> <li>• Role</li> <li>• Responsibilities and activities</li> <li>• Duration of the project</li> </ul> |  |
| Please provide only relevant projects.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| Proficient in languages (Against each language listed indicate if speak/read/write)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |

**Name:****Designation:****Signature of the Authorized Signatory:****Address:****Telephone:****E-mail Address:**

## **Annexure 7: Declaration of Non-Blacklisting**

**Format for Project Details: Declaration for not being banned or blacklisted by any State or Central Government / any other Government Institutions in India**

Date: dd/mm/yyyy

To,  
Executive Engineer,  
Governance Computerization Division, Kothrud,  
Pune-411038  
Water Resources Department,  
Government of Maharashtra,

**Reference: RFP Document for Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs**

**Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units in India**

Sir/ Madam,

We, the undersigned, hereby declare that we are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for fraudulent or corrupt practices as on last date of submission of the Bid.

Thanking you,  
Yours faithfully

**Name:**

**Designation:**

**Signature of the Authorized signatory:**

**Address:**

**Telephone:**

**Email Address:**

## Annexure 8: Power of Attorney

### Power of Attorney

Know all men by these presents, we, ..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for "Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs." including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20\*\*

For .....

(Signature, Name, Designation and Address) Witnesses:

- 1.
- 2.

Notarized

Authorized by

.....

(Signature, Name, Designation and Address of the Attorney)

Authorized to

.....

(Signature, Name, Designation and Address of the Attorney)

**Note:** The Power of Attorney should be executed on a non-judicial stamp paper of INR. 500 (five Hundred) and duly notarized by a notary public.

## Annexure 9: Declaration of Validity of Information

Affidavit (on Rs. 500/- non judicial Stamp Paper)

I ..... age ..... add..... (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm ..... / authorized signatory and I am submitting the documents in Envelope no.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below: -

1. I am liable for action under Indian Penal Code & Information Technology Act 2000 for submission of any false/fraudulent paper / information submitted in envelope no.1
2. I am liable for action under Indian Penal Code & Information Technology Act 2000 if any false information, false bill of purchases, false supporting proof of purchase or proof of testing submitted by my staff, subletting agency or by myself is found during contract period and defect liability period.
3. I am liable for action under Indian Penal Code & Information Technology Act 2000 if any paper is found false/fraudulent during contract period and even after the completion of contract.
4. I am liable for action under Indian Penal Code and Information Technology Act 2000 if any information is concealed which will affect the calculation of bid capacity.

(Signature of Bidder/ authorized signatory)  
(Seal of company)

**Note:** The Declaration of Validity of Information should be executed on a non-judicial stamp paper of INR. 500 (Rs five Hundred).

## Appendix II. Financial Proposal Template

### Annexure 10: Financial Proposal Cover Letter

**To:**

<Location, Date>

Executive Engineer,  
Governance Computerization Division,  
Kothrud, Pune-411038  
Water Resources Department, Maharashtra,

**Subject:** Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your RFP dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the local taxes.

#### 1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 90 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes.
- We understand that the actual payment would be made as per the existing tax rates during the time of payment.

#### 2. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

#### 3. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in this RFP. These prices are indicated in the Financial Bid attached with our Tender as part of the Tender.

#### 4. PERFORMANCE SECURITY/GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Security/Guarantee. The Performance Security/Guarantee can be in the form of Demand Draft or Fixed Deposit Receipt or Bank Guarantee as specified in the **Appendix III Annexure 13** of this RFP document. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date]. We understand you are not bound to accept any Proposal you receive.

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.

Yours sincerely,

**Name:**

**Designation:**

**Signature of the Authorized signatory:**

**Address:**

**Telephone Fax:**

**E-mail address:**

## Annexure 11: Financial Proposal

| Sr.                                     | Stage                                                                                                                           | Components                                                                                                                                                                                                                                                                                                             | Net Amount (INR.) | GST (INR.) | Total Amount Including GST (INR) |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|----------------------------------|
| A                                       | B                                                                                                                               | C                                                                                                                                                                                                                                                                                                                      | D                 | E          | F=D+E                            |
| A                                       | Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs | Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs for 12 months (Implementation phase 9 months and Warranty for 3 months).<br><br>Including Security Audit and Certification by CERT-IN empaneled agency & SSL, Domain Name for 6 years. |                   |            |                                  |
| B                                       | AMC for 3 years                                                                                                                 | Annual Maintenance Contract (AMC) for 3 years                                                                                                                                                                                                                                                                          |                   |            |                                  |
| C                                       | AMC for Additional 2 years                                                                                                      | Annual Maintenance Contract (AMC) for Additional 2 years                                                                                                                                                                                                                                                               |                   |            |                                  |
| <b>GRAND TOTAL (A+B+C) (in figures)</b> |                                                                                                                                 |                                                                                                                                                                                                                                                                                                                        |                   |            |                                  |
| <b>GRAND TOTAL (A+B+C) (in words)</b>   |                                                                                                                                 |                                                                                                                                                                                                                                                                                                                        |                   |            |                                  |

**\* Above quoted price is after due consideration of “scope of work” mentioned in RFP**

Note:

- Financial Offer must be entered online only. An Online Form, similar to the financial format given above, will be available to the bidders in Financial Envelope during Online Bid Preparation stage where bidders would quote their offer.
- Amount against each component shall be specified separately by the bidder in this financial proposal and also total amount must be entered. Else the bid would be rejected.
- If there is a deviation/discrepancy between amount in words and figures in financial quote by bidder, in that case the amount in words will prevail.

**Yours sincerely,**

**Name:**

**Designation:**

**Signature of the Authorized signatory:**

**Address:**

**Telephone:**

**Fax:**

**E-mail address:**

**Annexure 12: Change Request Rate for Design and Development or post Go-Live modifications.**

**This format shall not be considered for financial evaluation purpose**

| Sr.No. | Name of Work                                                                                                                    | Name of Resources   | Man-Day Rate (INR.) |
|--------|---------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 1      | Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs | Project Manager     |                     |
|        |                                                                                                                                 | Technical Architect |                     |
|        |                                                                                                                                 | Business Analyst    |                     |
|        |                                                                                                                                 | Database Specialist |                     |
|        |                                                                                                                                 | QA Lead             |                     |
|        |                                                                                                                                 | Software Developer  |                     |
|        |                                                                                                                                 | UI/UX Designer      |                     |
|        |                                                                                                                                 | Training Expert     |                     |

Components      Unit      Man-Day Rate

**RNote:**

- The man day rate quoted should be applicable for the entire contract period.
- These rates shall not be used for financial evaluation purpose. In the event of a Change Request approved by MWRD, the Change Order shall be issued based on the above-mentioned rates, corresponding to Man-days quoted by the Bidder.
- All the rates should be inclusive of GST.

## Appendix III

### Annexure 13: Performance Bank Guarantee

#### PERFORMANCE SECURITY:

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

Ref: \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Whereas, <<name of the supplier and address>> (hereinafter called "the Solution Provider") has undertaken, in pursuance of *Letter of Intent (LOI)* no. <Enter LOI No> dated <Enter Date> and WRD Tender No <Enter Tender No> dated <Enter Date> ... to provide Implementation services for <<name of the assignment>> to WRD Maharashtra Water Resources Department (hereinafter called "the Purchaser")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Solution Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

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

Date \_\_\_\_\_

Place \_\_\_\_\_ Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed name \_\_\_\_\_

**(Bank's common seal)**

**Annexure 14: Change Request Format**

|                                                                                                                                                                  |  |                                  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------|--|
| <b>Title:</b>                                                                                                                                                    |  |                                  |  |
| <b>Person Raising:</b>                                                                                                                                           |  | <b>Date Raised:</b>              |  |
| <b>CR Unique ID:</b>                                                                                                                                             |  | <b>Version:</b>                  |  |
| <b>Project:</b>                                                                                                                                                  |  |                                  |  |
| <b>Details of Proposed Change</b>                                                                                                                                |  |                                  |  |
| (To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)                                           |  |                                  |  |
| (Identify any attachments as B1, B2, and B3 etc.)                                                                                                                |  |                                  |  |
| Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue. |  |                                  |  |
| <b>Charges for Implementation:</b><br>(Including a schedule of payments)                                                                                         |  |                                  |  |
| <b>Impact:</b>                                                                                                                                                   |  |                                  |  |
| <b>Other Relevant Information:</b><br>(Including value-added and acceptance criteria)                                                                            |  |                                  |  |
| <b>Impact on overall project delivery timetable?</b>                                                                                                             |  |                                  |  |
| <b>Timeline:</b>                                                                                                                                                 |  |                                  |  |
| <b>Proposed start Date:</b>                                                                                                                                      |  | <b>Proposed Completion Date:</b> |  |
| <b>Authorized by the bidder</b>                                                                                                                                  |  | <b>Date:</b>                     |  |
| <b>Name:</b>                                                                                                                                                     |  |                                  |  |
| <b>Signature:</b>                                                                                                                                                |  |                                  |  |

I hereby accept the CR mentioned above and confirm my agreement to the commercial and schedule impact of the same.

**Accepted by**  
**(Client signature):** \_\_\_\_\_

**Name:**

**Date:**

**Position:**

## Annexure 15: Capability of the bidder

Required document: **Certificate from Head (HR) or company secretary** for number of technically qualified professionals employed by the company along with the total work experience and number of years of service with the bidder's company.

(On company's letterhead)

<Location, Date>

To:

Executive Engineer,  
Governance Computerization Division,  
Jalsampatti Bhavan,  
Kothrud, Pune - 411048

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Design, Development and Implementation of Web and Mobile application for Project Progress Monitoring System (PPMS) for all IDCs for Maharashtra Water Resources Department (MWRD).

I hereby declare that my company <name to be specified by bidder> has <number to be defined by bidder> technically professionals employed by the company on its payroll as on dated: - <current date>. Details of the employees are:

| Sr. No | Name of the Employee Designation | Total work experience | Work Experience with the firm (in years) |
|--------|----------------------------------|-----------------------|------------------------------------------|
|        |                                  |                       |                                          |
|        |                                  |                       |                                          |

Yours sincerely,

Name:

Designation:

Signature of the Authorized signatory:

Address:

Telephone:

Fax:

E-mail address:

## Appendix IV –Project Progress Monitoring System (Web and Mobile Application) for all IDCs– Dashboard

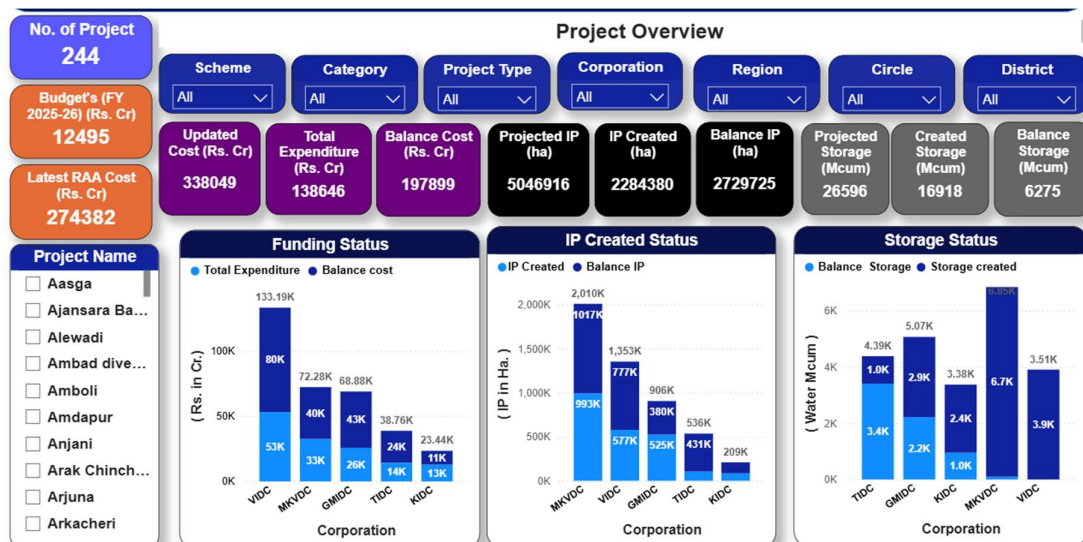
The tentative dashboards covers for web and Mobile App development:

| MIS & Dashboard included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Project Progress Monitoring</li> <li>MIIP (Maharashtra Irrigation Improvement Program) Projects</li> <li>Water User Association (WUA) (Water use data from IoT/Conventional) &amp; Water Entitlement</li> <li>Pumped Storage Projects (PSPs), Hydro-Electric Project monitoring &amp; Renovation, Modernisation, Uprating and Life Extension (RMU &amp; LE) of Hydroelectric Projects</li> <li>Special Repair Projects</li> <li>Key Result Area (KRA) Monitoring</li> </ul> |

### Ongoing Project Monitoring Dashboard

| Project Name | Project ID | Project Type | Project Category | Project Status | Project Location | Project Start Date | Project End Date | Project Budget (Rs. Cr.) | Project Expenditure (Rs. Cr.) | Project Balance (Rs. Cr.) | Project IP (ha) | Project IP Created (ha) | Project IP Balance (ha) | Project Storage (Mcum) | Project Storage Created (Mcum) | Project Storage Balance (Mcum) |
|--------------|------------|--------------|------------------|----------------|------------------|--------------------|------------------|--------------------------|-------------------------------|---------------------------|-----------------|-------------------------|-------------------------|------------------------|--------------------------------|--------------------------------|
|              |            |              |                  |                |                  |                    |                  |                          |                               |                           |                 |                         |                         |                        |                                |                                |

### Project Progress Monitoring Dashboard



[illegible]

## MIIP Projects

| महाराष्ट्र सिंचन सुधारणा कार्यक्रमांतर्गत (MAMP) प्रकल्पांची संक्षेप माहिती |                |                                      |                   |                                   |                        |                                                    |                                                                      |                       |                                         |                                  |                                         |                                                                 |                                                                |                                       |                                   |                   |
|-----------------------------------------------------------------------------|----------------|--------------------------------------|-------------------|-----------------------------------|------------------------|----------------------------------------------------|----------------------------------------------------------------------|-----------------------|-----------------------------------------|----------------------------------|-----------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------|-----------------------------------|-------------------|
| प्रण VII                                                                    |                |                                      |                   |                                   |                        |                                                    |                                                                      |                       |                                         |                                  |                                         |                                                                 |                                                                |                                       |                                   |                   |
| अ. क्र.                                                                     | प्रकल्पाचे नाव | प्रकल्पाचे कावेचे सुरु झाल्याचे वर्ष | संकायित पाणी साठा | मागील 5 वर्षांतील सरासरी पाणीसाठा | प्रकायेंय सिंचन क्षमता | मागील 5 वर्षांमधील सरासरी प्रत्यक्ष सिंचित क्षेत्र | निर्मित सिंचित क्षेत्र/ क्षमता व प्रत्यक्ष सिंचन क्षेत्र तफावत (१-७) | मुख्य कालव्यापी लांबी |                                         | दिवेराणी कालव्यापी एकत्रित लांबी | पुनर्व्यापनमुखे होणारी कलनिम्नता        | पाण्याची होणारी बचत                                             | (MAMP) अवगत मुख्य कालवा व शाखा कालवा यांची अंदाज पत्रकीय किंमत | किंमत प्रति क्षेत्रफळ (रु.१५/एकड़ १३) | किंमत प्रति दलधमी (रु.१५/एकड़ 14) |                   |
|                                                                             |                |                                      |                   |                                   |                        |                                                    |                                                                      | एकूण लांबी            | ज्या लांबीमध्ये काम करायला आहे ती लांबी | एकूण लांबी                       | ज्या लांबीमध्ये काम करायला आहे ती लांबी | प्रत्यक्ष सिंचित क्षेत्रांमध्ये होणारी वाढ (एकड़ ३ पेक्षा अधिक) |                                                                |                                       |                                   |                   |
|                                                                             |                |                                      | (दलधमी)           | (दलधमी)                           | (हेक्टर)               | (हेक्टर)                                           | (हेक्टर)                                                             | कि.मी.                | कि.मी.                                  | कि.मी.                           | कि.मी.                                  | (हेक्टर)                                                        | (दल धमी)                                                       | (रु. कोटी)                            | (रु. कोटी/ हेक्टर)                | (रु. कोटी/ दलधमी) |
|                                                                             |                |                                      |                   |                                   |                        |                                                    |                                                                      |                       |                                         |                                  |                                         |                                                                 | रोरा                                                           |                                       |                                   |                   |

## Water User Associations (WUAs)



## KRA Monitoring Dashboard

|            |                       |              |                            |                                 |         |                       |                           |            |           |      |
|------------|-----------------------|--------------|----------------------------|---------------------------------|---------|-----------------------|---------------------------|------------|-----------|------|
| व्यवस्थापक | महामंडळ (Corporation) | CE WRD, Pune | फलनिष्पत्तीची क्षेत्रे KRA | महिनाचे साध KRA/वर्षिक उद्दिष्ट | KRA साध | विभाग (Division Name) | मंडळाचे नाव (Circle Name) | Percentage | Weightage | Rank |
|------------|-----------------------|--------------|----------------------------|---------------------------------|---------|-----------------------|---------------------------|------------|-----------|------|

