**RailTel Corporation of India Limited**

**(A Government of India Undertaking, Ministry of Railways)**

# Expression of Interest (EOI) for selection of a consortium partner from amongst Empaneled Business Associates or OEMs or OEM Authorized Partners/Distributors

**"Subject: "Selection of a Business Partner as a Technology Partner for the Development, Upgradation, Implementation, Operation, and Maintenance of the DigiThane Citizen Engagement Platform."**

**EOI Number: RailTel/WR/MH/TSG/2025-26/09**
**Date: March 06, 2026**

# EOI Notice

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

## EOI No: RailTel/WR/MH/TSG/2025-26/09 Dt: March 06, 2026

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empanelled Partners for the selection of suitable partner for EOI for Selection of a Business Partner as a Technology Partner for the Development, Upgradation, Implementation, Operation, and Maintenance of the DigiThane Citizen Engagement Platform Tender No.TMC/PRO/IT/1129/2025-26 Dated 30/01/2026 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 Bid Response Packet against EOI | March 11, 2026, at 17:00 hrs |
| 2 | Opening of Bid Response Packet for EOI | March 11, 2026, at 17:30 hrs |
| 3 | Number of copies to be submitted for the Scope of Work | One |
| 4 | EMD (Earnest Money Deposit) Amount | Rs. 10,00,000/- (Ten Lakhs) |
| 5 | Tender/Processing Fee + 18% GST | Rs. 22,920/- (Twenty-two thousand nine hundred twenty) |

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:**Sonia Sahu
**Designation:** Senior Manager Marketing
**E-Mail Address:** sonia.sahu@railtelindia.com
**Mobile No:** 9004444159

**2. Level 2**
**Contact Name:** Anand Kumar
**Designation:** DGM Marketing
**E-Mail Address:** anandkn@railtelindia.com
**Mobile No:** 9004444107

**Note:**

1. Empaneled partners/OEMs/Consortium partner/authorized partner or distributor of OEMs are required to submit soft copy (password protected PDF) of bid response packet (separate for Technical bid and Financial Bid) through an e-mail at **bpltooffice@railtelindia.com** duly signed by Authorized Signatories with Company seal and stamp. **The size of both the files should not exceed 20 Mb.**

2. **The OEMs/Consortium members need not be prior empaneled Business Associates, given their proven technical prowess. However,** The EOI response is invited from eligible **Empaneled Partners of RailTel only in case of participation by Business Associates.**

3. The password will be sought at the time of opening of the bid response packet.

4. All the documents must be submitted with proper indexing and page no.

5. This is an exclusive arrangement with empaneled business associate/Consortium Partner/OEMs/ authorized partner or distributor of OEM of RailTel for fulfilling the end customer requirements. 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 through this EOI (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOI Response.

6. We can facilitate payments through an Escrow account at the partner's request, on the condition that the requesting party pays all escrow-related fees.

## 1. Introduction about RailTel

**RailTel Corporation of India Limited (RailTel),** an ISO-9001:2000 organization is a **"Navratna"** company under Ministry of Railways, Government of India. 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 70000 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.


- 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


d) **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.

e) **Retail Services – Rail-Wire**

Rail-Wire: 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. 4,00,000 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 Scope of Work

RailTel is floating EOI for **"Selection of Business Partner for Development, Upgradation, Implementation, Operations & Maintenance of DigiThane Citizen Engagement Platform."** RailTel invites EOIs from RailTel's Empaneled Partners/OEMs/authorized partner or distributor of OEMs for the selection of suitable partner for participating in above mentioned work for the agreed scope work**.** The empaneled partner/OEMs/authorized partner or distributor of OEMs is expected to have excellent execution capability and good understanding customer local environment.
The scope of work is to **"Selection of Business Partner for Development, Upgradation, Implementation, Operations & Maintenance of DigiThane Citizen Engagement Platform."** as per there requirement. The above scope of work is indicative, and the detailed scope of work will be shared after the completion of the EOI process.
In case of any discrepancy or ambiguity in any clause/specification pertaining to the scope of work area, the decision of the 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.)

**Special Note: 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. Scope of Work and payment terms shall be on a back-to-back basis as per the end customer RFP.**

## 3. Response to EOI guidelines

### 3.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in password protected PDF file through an email (size of email should not exceed 20Mb) to at **bpltooffice@railtelindia.com**

### 3.2 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/OEM/authorized partner or distributor of OEM or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

### 3.3 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 studies the EOI document and should be submitted along with the bid.

### 3.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for 180 days from the date of submission.

### 3.5 Bidding Process

The bidding process as defined in para 9.

### 3.6 Bid Earnest Money (EMD)

3.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of "RailTel Corporation of India Limited" along with the offer**.**

3.6.2 Offers not accompanied with valid EOI Earnest Money Deposit and Tender Fee shall be summarily rejected.

3.6.3 EMD and Tender Fees will be deposited in the form of Online Bank Transfer.

3.6.4 The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back-to-back basis.

3.6.5 **Return of EMD for unsuccessful Business Associates:** Final EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process (i.e. after pre-bid agreement is signed with the selected partner)

3.6.6 **Return of EMD for successful Business Associate:** Final Earnest Money Deposit if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.

3. 6. 6. 1 The EOI EMD may be forfeited and 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.

## 3.7 Security Deposit / Performance Bank Guarantee (PBG)

3.7.1 **PBG will be as per the PO/agreement/Work Order/RFP of the end customer.**

3.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

## 3.8 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.

## 3.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will 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.

### 3. 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.

### 3. 11 Period of Association/Validity of Agreement

RailTel will enter into agreement with selected bidder with detailed Terms and conditions.

## 4. Pre-Qualification Criteria for Bidding Business Partner of RailTel

| S No. | Particulars | Criteria for Tender Package |
|---|---|---|
| 1 | **Legal Entity**: The bidder must be a registered company Act 1956/2013 or limited liability partnership (LLP) Registered under the LLP Act 2008. in India.<br>(BA's LOA should not be expired on date of submission of proposal and should have at least 3 years of operations in India as on bid submission date.) | 1. Certificate of Incorporation<br>2. Valid Empanelment letter issued by RCIL<br>3. GST Registration<br>4. PAN Card |
| 2 | Average Annual Financial turnover of the bidder during last 3 financial years, ending 31st March of previous financial year i.e. FY 2022-23, 2023-24, 2024-25 should be Rs. 04 Cr. | Audited Financial Statements / CA Certificate |
| 3 | **Net worth:** Bidder must have Positive Net Worth as on bid submission date. | Audited Financial Statements / CA Certificate |
| 4 | **Experience in IT/ITES related work:**<br>The bidder must have experience IT Services /Digital media/APP services/ website services. | PO copy and respective service completion certificate. |
| 5 | The bidder must have Minimum 10 in-house IT professionals | List of technical staff with experience and education details. |
| 6 | **Blacklisting Declaration**:<br>The Bidder shall not be under a declaration of ineligibility/ banned/ blacklisted by any state or central government/ any other government institutions in India for any reason or convicted of economic offence in India for any reason as on date of submission of the Bid. | Undertaking on company's letter head |

| S No. | Particulars | Criteria for Tender Package (Mandatory Compliance & Document Submission) |
|---|---|---|
| B) | **Annexures** | |
| 1 | **Annexure 1** | **Covering Letter:** Self-certification duly signed by authorized signatory on company letter head. |
| 2 | **Annexure 2** | The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted. |
| | | Self-certification duly signed by authorized signatory on company letter head. |
| 3 | **Annexure 3** | An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted / debarred by any Governmental / Non-Governmental Organization in India as on bid submission date. |
| 4 | **Annexure-4** | Format for Affidavit to be uploaded by BA along with the tender documents. |
| 5 | **Annexure-5** | Non-disclosure agreement with RailTel. |
| 6 | **Annexure-6** | Complete EoI Examination & Nil Deviation Certificate |
| 7 | **Annexure-7** | Back-to-Back Compliance Certificate. |
| 8 | **Annexure-8** | Performance Bank Guarantee Format |
| 9 | **Annexure- 9** | Tender Document/ BOQ |
| 10 | **Additional Documents to be Submitted** | **Refer All Annexures mentioned in End customer RFP** - (Tender/RFP document) BOQ of the RFP document. Price Bid Format to be submitted in separate password protected pdf.<br>Technical & Commercial Proposal with overview of the project with strength of the Partner. |

## 5. 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 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. | GST Registration number | |

## 6. Evaluation Criteria

6.1 The Business Associates are first evaluated on the basis of the Pre-Qualification Criteria as per clause 4 above.

6.2 The Business Associate who meets all the Pre-qualification criteria, their price bid will be evaluated. The Lowest (L1) price bidder will be selected and entered into agreement with for delivery of the work on back-to-back basis for the agreed scope of work.

6.3 RailTel reserves the right to further re-negotiate the prices with eligible L1 bidder. Selected bidder must ensure the best commercial offer to RailTel to offer the most winnable cost to customer.

6.4 RailTel also 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. RailTel also reserves the right to negotiate the price with the selected bidder.

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

## 7. Payment terms

7.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. 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.

7.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

## 8. SLA

The selected bidder will be required to adhere to the SLA matrix if/as defined by the end Customer. SLA breach penalty will be applicable proportionately on the selected bidder, as specified by the end Customer. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified by the customer. 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 breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

## 9. Other Terms and Conditions

Any other terms and conditions in relation to SLA, Payments, PBG etc. will be as per the PO/agreement/Work Order/RFP of the end customer.

**Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.**

**Annexure 1: Format for COVERING LETTER**

COVERING LETTER (To be on company letter head)

EoI Reference No: Date:

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Dear Sir,
SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the ref. no. _____ 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

**Annexure 2: Format for Self-Certificate & Undertaking**

Self-Certificate (To be on company letter head)

EoI Reference No: Date:

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Dear Sir,

**Sub: Self Certificate for Tender, Technical & 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 BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA 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 BA.
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.
5) 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.

6) We understand and agree that RailTel is intending to select a BA 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.

7) We hereby agree to submit that in case of being selected by RailTel as BA 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.

8) We hereby undertake to sign Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory Name & Designation

**Annexure 3: Undertaking for not Being Blacklisted/Debarred**

<On Company Letter Head>

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

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.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

## Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. 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. _____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. 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.

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 BA

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.

**Annexure-5**: Non-Disclosure Agreement (NDA) Format

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "***Agreement***") is made and entered into on this ____day of ____, 2024 (the "***Effective Date***") at_____. By and between

**RailTel Corporation of India Limited**, **(CIN: L64202DL2000GOI107905),** a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as **'RailTel')**, which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN:_____), a company duly incorporated under the provisions of Companies Act,_____ having its registered office at _____, (hereinafter referred to as **'____'),** which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____shall be individually referred to as "Party" and jointly as "Parties"

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "***Information***");

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for _____.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the "***Disclosing Party***") to the other Party (each Party, in such receiving capacity, the "***Receiving Party***") subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

**Permitted Use.**

Receiving Party shall:

hold all Information received from Disclosing Party in confidence; use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "***Representatives***") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate: is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party; at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party; is approved for release by written authorization of Disclosing Party; or is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

**Designation.**
Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.
**Cooperation.** Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.
**Ownership of Information.** All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.
**No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.
**Return or Destruction of Information.**
All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:
termination of this Agreement; expiration of this Agreement; or
Receiving Party's determination that it no longer has a need for such Information.
Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.
**Injunctive Relief**: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

**Notice.**

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

by personal delivery, when delivered personally; by overnight courier, upon written verification of receipt; or by certified or registered mail with return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

**RailTel Corporation of India limited:**

Attn: _____

Address:_____

Phone:

Email.:

Attn: _____

Address: _____

Phone:

Email:

**Term, Termination and Survivability.**

Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of ___years from the effective date hereof.

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:
In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
not apply to any materials or information disclosed to it thereafter.

**Governing Law and Jurisdiction.** This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

**Counterparts.** This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

**No Definitive Transaction.** The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "***Final Agreement***"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

**Settlement of Disputes:**

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

**CONFIDENTIALITY OF NEGOTIATIONS**

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

**REPRESENTATION**

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

**ASSIGNMENT**

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

**NO LICENSE**

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

**RELATIONSHIP BETWEEN PARTIES:**

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

20: **UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)**

_____agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

**MISCELLANEOUS.** This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity. IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

| | |
|---|---|
| _____: | RailTel Corporation of India Limited: |
| By_____ | By_____ |
| Name:<br>Title: | Name:<br>Title: |

Witnesses

## Annexure 6: Complete EoI Examination & Nil Deviation Certificate

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd
Plot No. 17, 1st Floor, Raghunath Nagar,
Near Shahpura Police station, Bhopal MP-462039

**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

## Annexure 7: Back-to-Back Compliance Certificate

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd
Plot No. 17, 1st Floor, Raghunath Nagar,
Near Shahpura Police station, Bhopal MP-462039

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

**Ref:** 1) EoI Number: _____Dated: _____
2) Bid Reference No.: …… Bid Issue Date: …….. and all of its addendums/ corrigendum's & published documents

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 :

## 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
Plot No. 17, 1st Floor, Raghunath Nagar,
Near Shahpura Police station, Bhopal MP-
462039

WHEREAS:

_____name and address of Applicant] (hereinafter called "the Applicant") and RailTel (the "Authority") have entered into an agreement (the "Agreement") for…….
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.

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 unit 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.

**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.**

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RAILTEL

**Annexure-9**

**Tender - Selection of Technology Partner For Development, Upgradation, Implementation, Operations & Maintenance of DigiThane Citizen Engagement Platform.**

**BOQ of the RFP document. Price Bid Format to be submitted in separate password protected pdf.**

MIS Reports
Tenders by Location
Tenders by Organisation
Tenders by Classification
Tenders in Archive
Tenders Status
Cancelled/Retendered
Downloads
Debarment List
Announcements
Recognitions
Site compatibility
Dashboard
GePNIC Simplified Procurement
india.gov.in The national portal of India
www.maharashtra.gov.in The Maharashtra Govt Portal
Government of India Central Public Procurement Portal

View More Details

## Tender Details

### Basic Details

| | | | |
|---|---|---|---|
| **Organisation Chain** | **Thane Municipal Corporation Thane** | | |
| **Tender Reference Number** | **TMC/PRO/IT-1129/2025-26** | | |
| **Tender ID** | **2026_TMC_1273033_1** | Withdrawal Allowed | Yes |
| Tender Type | Open Tender | Form Of Contract | Item Rate |
| Tender Category | Services | No. of Covers | 2 |
| General Technical Evaluation Allowed | No | ItemWise Technical Evaluation Allowed | No |
| Payment Mode | Online | Is Multi Currency Allowed For BOQ | No |
| Is Multi Currency Allowed For Fee | No | Allow Two Stage Bidding | No |

### Payment Instruments

| Online Bankers | S.No | Bank Name |
|---|---|---|
| | 1 | SBI Bank |

### Covers Information, No. Of Covers - 2

| Cover No | Cover Type | Description | Document Type |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Tender Fee in ₹ | 22,420 | | |
| Processing Fee in ₹ | 500 | | |
| Fee Payable To | Nil | Fee Payable At | Nil |
| Tender Fee Exemption Allowed | No | | |

| | | | |
|---|---|---|---|
| EMD Amount in ₹ | 10,00,000 | EMD Exemption Allowed | Yes |
| EMD Fee Type | fixed | EMD Percentage | NA |
| EMD Payable To | Nil | EMD Payable At | Nil |

| | | | | | |
|---|---|---|---|---|---|
| **Title** | **Selection of Technology Partner For Development Upgradation Implementation Operations and Maintenance of DigiThane Citizen Engagement Platform** | | | | |
| **Work Description** | **Selection of Technology Partner For Development Upgradation Implementation Operations and Maintenance of DigiThane Citizen Engagement Platform** | | | | |
| **NDA/Pre Qualification** | **Please refer Tender documents.** | | | | |
| **Independent External Monitor/Remarks** | **NA** | | | | |
| **Tender Value in ₹** | NA | **Product Category** | Information Technology | **Sub category** | NA |
| **Contract Type** | Tender | **Bid Validity(Days)** | 180 | **Period Of Work(Days)** | 60 |
| **Location** | Thane | **Pincode** | 400602 | **Pre Bid Meeting Place** | DMC IT Chamber |
| **Pre Bid Meeting Address** | DMC IT Chamber, 3rd floor, TMC, Thane, 400602 | **Pre Bid Meeting Date** | 06-Feb-2026 03:00 PM | **Bid Opening Place** | Thane |
| **Should Allow NDA Tender** | No | **Allow Preferential Bidder** | No | | |

| | | | |
|---|---|---|---|
| **Published Date** | 30-Jan-2026 05:00 PM | **Bid Opening Date** | 04-Mar-2026 03:00 PM |
| **Document Download / Sale Start Date** | 30-Jan-2026 05:00 PM | **Document Download / Sale End Date** | 27-Feb-2026 05:00 PM |
| **Clarification Start Date** | NA | **Clarification End Date** | NA |
| **Bid Submission Start Date** | 30-Jan-2026 05:00 PM | **Bid Submission End Date** | 27-Feb-2026 05:00 PM |

**NIT Document**

| S.No | Document Name | Description | Document Size (in KB) |
|---|---|---|---|
| 1 | Tendernotice_1.pdf | NIT | 407.19 |

**k Item Documents**

| S.No | Document Type | Document Name | Description | Download as zip file<br>Document Size (in KB) |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 1 | Additional Documents | Price_Bid_02.pdf | Price Bid 02 | 119.72 |
| 2 | Tender Documents | TD.pdf | TD | 2538.48 |
| 3 | BOQ | BOQ_2191557.xls | BOQ | 392.50 |

**Latest Corrigendum List**

| S.No | Corrigendum Title | Corrigendum Type | View |
|---|---|---|---|
| 1 | Date Extension | Date | |
| 2 | EMD Exemption | Fee | |

**Tender Inviting Authority**

| | |
|---|---|
| **Name** | IT Officer Thane |
| **Address** | Thane Municipal Corporation, Thane |

Back

**Visitor No:31706379**

Contents owned and maintained by concerned Departments in coordination with Finance Department and Information Technology Department, Government of Maharashtra

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Portal policies

# THANE MUNICIPAL CORPORATION

DIGITHANE 2.0

# Selection of Technology Partner For Development, Upgradation, Implementation, Operations & Maintenance of DigiThane Citizen Engagement Platform

**Tender Ref. No.** **TMC/PRO/IT/1129/2025-26**
**Date:** **30/01/2026**


## Thane Municipal Corporation (TMC)

Chief Information and Technology Officer (IT Department)
Thane Municipal Corporation, Almeda Road
Pachpakhadi, Thane 400602
Phone: 022-25331590 Ext:123
Email id: it@thanecity.gov.in

## Disclaimer

1. This Request for Proposal (RFP) is issued by **Thane Municipal Corporation (TMC)** solely for the purpose of inviting proposals from eligible bidders for selection of a Technology Partner for the DigiThane Project, in accordance with applicable provisions of the **General Financial Rules (GFR), 2017**, and Government of Maharashtra procurement guidelines.
2. This RFP document is not an agreement and does not constitute an offer or invitation to enter into any legally binding contract on the part of TMC. The issuance of this RFP shall not be construed as a commitment, assurance, or representation by TMC to award any contract or to enter into any agreement with any bidder.
3. The information contained in this RFP, including any annexures, schedules, or subsequent corrigenda, is provided in good faith and is intended to assist bidders in preparing their proposals. However, such information may not be exhaustive, accurate, or complete, and TMC makes no representation or warranty, express or implied, as to the accuracy, adequacy, correctness, reliability, or completeness of such information.
4. Bidders are required to conduct their own independent due diligence, investigations, and analysis, including legal, technical, financial, commercial, and regulatory assessments, before submitting their bids. Submission of a bid shall be deemed to constitute unconditional acceptance by the bidder of all terms, conditions, and requirements contained in this RFP.
5. TMC shall not be responsible or liable, in any manner whatsoever, for any costs, expenses, losses, or damages incurred by any bidder in connection with the preparation, submission, or evaluation of bids, including participation in pre-bid meetings, presentations, demonstrations, or negotiations.
6. TMC reserves the absolute right, without incurring any liability or obligation to any bidder, to:
    - Amend, modify, supplement, or withdraw this RFP, in whole or in part;
    - Cancel the bidding process at any stage;
    - Reject any or all bids without assigning any reason; or
    - Modify the selection process, scope of work, or timelines.
7. No bidder shall have any claim against TMC, its officers, employees, consultants, or advisors, arising out of or in relation to this RFP, the bidding process, or any decision taken by TMC in connection therewith.
8. Any clarification, interpretation, or response issued by TMC in writing, including through corrigenda or addenda, shall form part of this RFP. No oral communication or representation shall be binding on TMC.
9. This RFP shall be governed by and construed in accordance with the laws of India, and subject to the jurisdiction specified in the General Conditions of Contract.

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# Section - I
# INSTRUCTIONS TO BIDDERS

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# 1. Invitation for Proposal

Thane Municipal Corporation is one of the prominent Municipal Corporation in India. The Corporation has been one of the pioneering government organizations to implement innovative citizen engagement platforms, with a vision of providing fast and reliable municipal services to its citizens. TMC has taken decisive steps in aligning themselves with the citizen needs and engaging with citizens in innovative ways. One such initiative is DigiThane project, a flagship initiative of the Corporation, being implemented as part of the pan city initiatives. DigiThane project was a pioneer in India in the field of citizen engagement. It was introduced by TMC, with the sole motive of moving from reactive to active governance and lay a foundation for its journey towards intelligently active governance. The platform was deployed by TMC, through a technology partner, and is now intends to upgrade citizen engagement platform and manage the overall citizen engagement program in a self-sustenance model.

1. This invitation for bid is for "Selection of Partner for Development, Upgradation, Implementation, Operations & Maintenance of DigiThane citizen engagement platform". Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. Tenders prepared in accordance with the procedures enumerated in this RFP. The bids should be submitted online not later than the date and time laid down in this RFP.

2. Tender forms will not be sold / issued manually from TMC office. The amount of Earnest Money Deposit (EMD) is **INR 10,00,000/- (Rupees Ten Lakh Only)** and the amount of Tender Fees is **INR 22,420/- (inclusive of 18% GST)** (Rupees Eleven Thousand Eight Hundred Only). The amount for EMD & Tender fees should be submitted as per E-Tendering Procedure as given in the RFP and online receipt for the same should be uploaded with the tender document along with technical bid.

3. This tender document is not transferable.

4. Contact the person for any clarification or Pre-Bid Meeting:
   Name of the Purchaser: **Thane Municipal Corporation (TMC)**
   Contact Person and Details for Submission:

   **Chief Information and Technology Officer (IT Department)**
   **Thane Municipal Corporation, Almeda Road**
   **Pachpakhadi, Thane 400602**
   **Phone: 022-25331590 Ext:123**
   **Email id:** it@thanecity.gov.in

5. The following points need to be considered while submitting the bids:
   a. The tender document is uploaded / released on e-tendering website http://mahatenders.gov.in. Subsequently, a bid shall be prepared and submitted online ONLY on the e-Tender portal.
   b. Both the Bids (Technical as well as Commercial) shall have to be submitted online.
   c. The date and time for online submission of envelopes shall strictly apply in all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.
   d. If for any reason, any interested Bidder fails to complete any of online stages during the complete tender cycle, corporation shall not be responsible for that and any grievance regarding that shall not be entertained.
   e. The bid documents uploaded (and any additional information requested subsequently) shall bear the signature of the authorized signatory thereof on each page of the bid, except for the un-amended printed literature.
   f. TMC may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of TMC and the Bidders shall be applicable to the extended time frame.
   g. At any time prior to the last date for receipt of bids, TMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. The amendment will be notified on the e-Tendering website and should be taken into consideration by the Bidders while preparing their bids.
   h. The offers submitted as documents, by telex/telegram/fax/Email or any manner other than specified in RFP, will not be considered. No correspondence will be entertained on this matter.
   i. Printed terms and conditions of the Bidders will not be considered as forming part of their bid.
   j. The tender should be valid for minimum 180 days from the date of opening of the Technical Bid.

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k. The following table provides the important dates with respect to the Tender:

| Sr. | Information | Details |
|---|---|---|
| 1. | Advertising Date | From 30/01/2026, Time: 5.00 PM |
| 2. | Download Date | From 30/01/2026, to Date: 20/02/2026, Time : Till 5:00 PM |
| 3. | Last date to send in requests for clarifications | 05/02/2026, Time: 5.00 PM<br>Refer bid format as per RFP section 2.3 Clarification on Tender Document on mail id : it@thanecity.gov.in |
| 4. | Date, Time, and place of pre-bid conference | Date: 06/02/2026, Time: 3.00 PM.<br>As given below<br>DMC IT Chamber, 3rd floor, TMC, Thane, 400602 |
| 5. | Release of response to clarifications would be available at | http://mahatenders.gov.in |
| 6. | Last date (deadline) for online submission of bids | 20/02/2026 till 5:00 PM on http://mahatenders.gov.in |
| 7. | Technical Bid Opening Date & Time | Date: 23/02/2026 Time: 3:00 PM |
| 8. | Date for Presentation | To be informed |
| 9. | Commercial Bid Opening Date & Time | To be informed |
| 10. | Address for communication and hard copy submission | **Chief Information and Technology Officer**<br>Thane Municipal Corporation, Almeda Road<br>Pachpakhadi, Thane 400602<br>Phone: 022-25331590 Ext:123<br>Email id: it@thanecity.gov.in |

Other Important Information Related to Bid

| S. No. | Item | Description |
|---|---|---|
| 1. | Earnest Money Deposit (EMD) | INR 10,00,000/- |
| 2 | Tender Fee | INR 22,420/- (inclusive of 18% GST) |
| 3. | Bid Validity Period | (180) One-hundred-and-eighty days from the date of opening of Bids |
| 4. | Performance Bank Guarantee value | Selected Bidder shall provide a Performance Bank Guarantee from a Nationalized or Scheduled Commercial Banks as per RBI to TMC, for a value equivalent to the Amount "**Twice of Total Fixed Cost for a year**" (as per **Section 6.3.1 Annexure M: Commercial Bid Format**). The Validity of the Bank Guarantee shall be for 180 days post contract period. |
| 5. | Method of Selection | The method of selection is H1 based |
| 6. | Contract Period | 10 Years |
| 7. | Engagement Model | Revenue Sharing Basis |

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## 1.1. Disclaimer

1. Thane Municipal Corporation (hereinafter referred to as "TMC") has issued this Request for Proposal (hereinafter referred to as "RFP") for "Selection of Implementation Partner for DigiThane Project of Thane Municipal Corporation" 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.
2. This RFP has been prepared with an intention to invite prospective Applicants/Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for TMC to consider the investment objectives, financial situation, and particular needs of each bidder.
3. TMC has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents shall be required to confirm in writing that they have done so, and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by TMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
4. This RFP is not an agreement by and between TMC and the prospective bidders or any other person. The information contained in this RFP is provided on the basis that it is non–binding on TMC, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. TMC makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of TMC any kind of error, misprint, inaccuracies, or omission in the document. TMC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. TMC also reserves the right to decline to discuss the Project further with any party submitting a proposal.
5. No reimbursement of cost of any type shall be paid to persons, entities, or consortiums submitting a Proposal. The Bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by TMC or any other costs incurred in connection with or relating to its Bid.
6. This issue of this RFP does not imply that TMC is bound to select and pre-qualify Bids for Bid Stage or to appoint the Selected Bidder for the project and TMC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
7. TMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. TMC, its employees and consultants make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bidding Process) towards any Applicant or Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
9. TMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this RFP.
10. Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to TMC. Such suggestions, after review by TMC, may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto the e-tendering website: https://mahatenders.gov.in/

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## 1.1 Glossary of Terms – Abbreviations

| Sr. No. | Abbreviation | Expanded Form | Description |
|---|---|---|---|
| 1 | TMC | Thane Municipal Corporation | The Purchaser and Contracting Authority for the DigiThane Project. |
| 2 | RFP | Request for Proposal | This document issued by TMC inviting bids for selection of a Technology Partner. |
| 3 | SOW | Scope of Work | Defines the activities, deliverables, responsibilities, and obligations under the Contract. |
| 4 | TP | Technology Partner | The Bidder selected by TMC to design, develop, implement, operate, and maintain the DigiThane platform. |
| 5 | O&M | Operations and Maintenance | Ongoing operational support, monitoring, and upkeep of the DigiThane platform and services. |
| 6 | PMC | Program Management Cell | Unit responsible for overall program governance, coordination, monitoring, and reporting. |
| 7 | CMC | Content Management Cell | Unit responsible for content creation, validation, publishing, and content lifecycle management. |
| 8 | BMC | Benefit Management Cell | Unit responsible for managing citizen benefits, merchant offers, and engagement initiatives. |
| 9 | SLA | Service Level Agreement | Defines service performance parameters, measurement mechanisms, and penalties. |
| 10 | EMD | Earnest Money Deposit | Bid security submitted by Bidders as per the provisions of this RFP. |
| 11 | PBG | Performance Bank Guarantee | Bank guarantee furnished by the Selected Bidder to ensure due performance of the Contract. |
| 12 | PQ | Pre-Qualification | Eligibility criteria to assess the qualification of Bidders prior to technical evaluation. |

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| Sr. No. | Abbreviation | Expanded Form | Description |
|---|---|---|---|
| 13 | G2C | Government to Citizens | Services and communications delivered by TMC directly to citizens. |
| 14 | G2B | Government to Business | Services and interactions between TMC and business entities. |
| 15 | B2C | Business to Citizens | Commercial services and benefits offered by businesses to citizens through DigiThane. |
| 16 | C2C | Citizen to Citizen | Citizen-driven interactions including surveys, campaigns, and community engagement. |
| 17 | DC | Data Centre | Primary facility for hosting application infrastructure and data. |
| 18 | DR | Disaster Recovery | Secondary infrastructure for business continuity and disaster recovery. |
| 19 | UAT | User Acceptance Testing | Final testing phase conducted prior to system Go-Live. |
| 20 | OEM | Original Equipment Manufacturer | Entity owning intellectual property or manufacturing software/hardware components. |
| 21 | ISO | International Organization for Standardization | International standards for quality and information security compliance. |
| 22 | CMMI | Capability Maturity Model Integration | Process maturity model for software development organizations. |
| 23 | QCBS | Quality and Cost Based Selection | Bid evaluation methodology based on combined technical and commercial scores. |
| 24 | MeitY | Ministry of Electronics and Information Technology | Central Government ministry responsible for IT and digital governance. |
| 25 | GoI | Government of India | Central Government authority. |

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| Sr. No. | Abbreviation | Expanded Form | Description |
|---|---|---|---|
| 26 | GoM | Government of Maharashtra | State Government authority governing municipal procurement norms. |
| 27 | GFR | General Financial Rules | Government of India financial and procurement rules (2017). |
| 28 | IT Act | Information Technology Act, 2000 | Governs electronic transactions, cybersecurity, and digital authentication in India. |
| 29 | DSC | Digital Signature Certificate | Mandatory certificate for online bid submission and authentication. |
| 30 | ULB | Urban Local Body | Local government entity such as a Municipal Corporation or Municipal Council. |

## 1.2 Definitions

Unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

| Sr. No. | Term | Definition |
|---|---|---|
| 1 | Project | The "Project" shall mean the development, upgradation, implementation, operation, and maintenance of the DigiThane Project at Thane Municipal Corporation. |
| 2 | Purchaser | The "Purchaser" shall mean Thane Municipal Corporation, including its successors and permitted assignees, responsible for execution of the Project. |
| 3 | Bidder | The "Bidder" shall mean the organization on whose behalf the tender response has been submitted and whose bid has been accepted by the Purchaser. |
| 4 | Technology Partner | The "Technology Partner (TP)" shall mean the organization selected by the Purchaser through the tendering process and responsible for end-to-end execution of the DigiThane Project including development, upgradation, implementation, operations, and maintenance. |

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| Sr. No. | Term | Definition |
|---|---|---|
| 5 | Citizen Engagement Activities | Activities undertaken by the Government to engage with citizens, including communication, feedback, surveys, campaigns, and interactions through digital or non-digital channels. |
| 6 | Goods | All software, products, accessories, equipment, and materials required to be supplied, installed, and maintained under the Contract. |
| 7 | Original Equipment Manufacturer (OEM) | The owner of intellectual property rights or manufacturer of goods, systems, software, or products supplied under this Contract. |
| 8 | Total Revenue | The total revenue generated through the DigiThane application during the Contract period. |
| 9 | Business Day | Any day other than a Sunday or a public holiday declared by the Government. |
| 10 | Parties | Collectively, the Purchaser, Technology Partner, Application Service Provider, and OEM; "Party" shall mean any one of them. |
| 11 | Confidential Information | Any information disclosed by one Party to another which is confidential by nature or designated as confidential, excluding information in the public domain other than through breach of Contract. |
| 12 | Contract | The agreement entered into between the Purchaser and the selected Technology Partner, including the RFP, bid documents, annexures, amendments, and modifications thereto. |
| 13 | Deliverables | All activities, outputs, services, and results to be provided by the Technology Partner as specified in the Scope of Work. |
| 14 | Document | Any recorded information including text, data, images, audio, video, electronic records, or computer-generated material. |
| 15 | Effective Date | The date on which the Contract comes into force, being the date of issuance of written notice by the Purchaser to commence work. |
| 16 | Services | All services required to be provided by the Technology Partner under this Contract, including ancillary and incidental services. |

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| Sr. No. | Term | Definition |
|---|---|---|
| 17 | Software | All application software, system software, and components required for fulfilling functional requirements and SLAs of the DigiThane Project. |
| 18 | Applicable Law(s) | All statutes, laws, rules, regulations, notifications, orders, guidelines, and governmental directives applicable in India during the subsistence of the Contract. |
| 19 | Purchaser Data | All proprietary data of TMC or its nominated agencies, including citizen and taxpayer data, generated or processed in connection with the Services. |

## 1.2. No Claim / No Compensation Clause

1. The Bidder expressly acknowledges and agrees that **no claim for compensation, reimbursement, damages, or costs of any nature whatsoever** shall lie against Thane Municipal Corporation (TMC) in respect of:

   a) Preparation, submission, or modification of the bid;
   b) Participation in the bidding process, including pre-bid meetings, presentations, demonstrations, or negotiations;
   c) Any clarification, amendment, corrigendum, or addendum issued by TMC;
   d) Delay, postponement, suspension, or cancellation of the bidding process; or
   e) Rejection of any or all bids, whether with or without assigning any reason.

2. The Bidder further agrees that TMC shall not be liable to pay any compensation or damages for any loss of profits, loss of opportunity, loss of business, or any indirect, incidental, consequential, or special damages arising out of or in connection with this RFP or the bidding process.
3. In the event that TMC, in its sole discretion, decides not to proceed with the project, alters the scope of work, modifies the selection methodology, or withdraws this RFP at any stage, the Bidder shall have **no right to claim any compensation, reimbursement, or damages** from TMC.
4. The Bidder expressly waives any right to seek relief, compensation, or damages under any statute, rule, regulation, contract law, tort law, principles of equity, or otherwise, against TMC, its officers, employees, consultants, or agents, in relation to this RFP or the bidding process.
5. The Bidder further acknowledges that submission of a bid shall be deemed to constitute **unconditional and irrevocable acceptance** of this "No Claim / No Compensation" clause.

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# 2. Instruction to Bidders

## 2.1. Procedure for Submission of Bids

1. To view Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit https://mahatenders.gov.in/
2. Interested Bidders can view detailed tender notice and download tender documents.
3. To participate in the online bidding process, Bidder must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e., TCS, Safecrypt, Ncode, etc. Bidder who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. Bidders will be required to submit the Pre-Qualification Bid in accordance with this RFP, describing the pre-qualifying technical competence of the Bidders. The technical evaluation would be done only for the Bidders who meet the pre-qualification conditions.
5. Bidder should upload scan copies of reference documents in support of their eligibility.
6. Bidders are also advised to refer "Bidder Manual Kit" available at the e-tender portal for further details about the e-tender process.
7. The bids for this tender should be submitted as below:
    - Pre-qualification Bid
    - Technical Bid
    - Commercial Bid
8. As part of the bid, Bidder should also upload the technical and commercial bid in soft copy format, in the form of office documents as follows:
    - One volume containing the Pre-qualification bid
    - One volume containing the technical bid
    - One volume containing the commercial bid
    - Bidder must ensure that the information furnished by him in the documents uploaded for Pre-qualification and technical bids do not contain any Commercial information.
9. Instructions about payment of Earnest Money Deposit (EMD) and Blank Tender Cost (BTC): EMD & BTC fees shall be payable through online mode only, on the Mahatender Website: https://mahatenders.gov.in/

## 2.2. Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation and any clarification of the bid that may be desired by TMC. The TMC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## 2.3. Clarification on Tender Document

A prospective Bidder requiring any clarification on the Tender Document may submit his queries, via email at the TMC's mailing address viz; it@thanecity.gov.in and as per schedule indicated in the RFP. The queries must be submitted in the following format only to be considered for clarification:

| Sr. No | Section No. | Clause No. | Reference/ Subject | Clarification Sought |
|---|---|---|---|---|
| .. | .. | .. | .. | .. |

The TMC may not respond to any queries not adhering to the above-mentioned format. The TMC will respond in writing, to any request for clarification to queries on the Tender Document, received not later than the dates prescribed by the TMC in the RFP. Written copies of the TMC's response (including the query but without identifying the source of inquiry) will be notified on tendering website https://mahatenders.gov.in/ should be taken into consideration by the Bidders while preparing their bids.

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## 2.4. Amendment of Tender Document

At any time prior to the last date for receipt of bids, the TMC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify the Tender Document by an amendment. The amendment will be notified on Mahatender Website - https://mahatenders.gov.in/ and should be taken into consideration by the Bidders while preparing their bids. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the TMC may, at its discretion, extend the last date for the receipt of Bids. TMC may at any time during the tendering process request the Bidder to submit revised Technical / Commercial Bids and/or Supplementary commercial bids without thereby incurring any liability to the affected Bidder or Bidders.

## 2.5. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the TMC, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

## 2.6. Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

1. Pre-Qualification Bid must contain all declarations, affidavits, documentary evidence and supporting information required to determine eligibility of the Bidder in accordance with criteria mentioned in the RFP.
2. **The Technical Bid,** besides the other requirements of the Tender, shall comprise all the documents of the following:
    a. Annexure I: Format for Technical Bid
    b. Annexure A: Pre-Qualification Bid Letter
    c. Annexure B: Supporting Information for Pre-Qualification Conditions
    d. Annexure C: Technical Bid Letter
    e. Annexure D: Bidder Details
    f. Annexure E: Approach and Methodology for Implementation of the Technical Solution
    g. Annexure F: Detailed Work plan and Staffing Plan
    h. Annexure G: Manpower details
    i. Annexure H: Profile of Personnel
    j. Annexure I: Details of Experience of responding firm
    k. Annexure J: Declaration for non-blacklisting

3. Commercial Bid - The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:
    - Annexure K: Commercial Bid Letter
    - Annexure L: Bidder Particulars for Commercial Bid
    - Annexure M: Commercial Bid Format

4. Other Annexures
    - Receipts of payment of EMD and Tender Fees

## 2.7. Bidder Authorization

The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Forms. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases, he/she shall submit a power of attorney. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished, and signed by the representative and the principal. It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company. The authorization shall be indicated by written power-of-attorney accompanying the bid. The

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power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. Any change in the Principal Officer shall be intimated to TMC in advance.

## 2.8. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount **INR 10,00,000** (Rupees Ten Lakhs Only). The EMD is required to protect the TMC against the risk of Bidder's conduct which would warrant the security's forfeiture. The EMD shall be denominated in Indian Rupees, and shall be in the form of Online Payment, to be made on Mahatender Website -https://mahatenders.gov.in/. Receipt of EMD payment to be submitted as part of Pre-Qualification Bid. Unsuccessful Bidder's EMD will be discharged/ returned after award of contract to the successful Bidder. No interest will be paid by the TMC on the EMD. The successful Bidder's EMD will be discharged upon the Bidder executing the Contract and furnishing the Bank Guarantee for contract performance.

The EMD may be forfeited:

- if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- in the case of a successful Bidder, if the Bidder fails;
    - Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
    - If the successful bidder fails to provide the Performance Bank Guarantee as required at the time of signing of the Agreement.
    - If the successful bidder fails to sign the Agreement in accordance with this RFP within 30 days from the issue of Letter of Intent (LOI) by IT Department

MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

NSIC/DIC/Udyog Aadhaar/Startup Certificate must be attested by Notary Public and attested by Charted Accountant with legible stamp.

## 2.9. Period of Validity of Bids

Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the TMC. A bid valid for a shorter period may be rejected by the TMC as non-responsive. In exceptional circumstances, the TMC may require the Bidder(s) for an extension of the period of validity up to 180 days more. The request and the responses thereto shall be made in writing (or by fax).

## 2.10. Format and Signing of Bid

The original and all copies of the bid shall be typed in indelible ink. The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid. The Bidder shall duly sign and seal its bid with the exact name of the firm/company to whom the contract is to be issued.

## 2.11. Revelation of Commercial Bid

Commercial information, in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected. If change in commercial offer is envisaged due to any clarification, revised bid in a separate sealed cover shall be submitted with prior written permission of the TMC.

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## 2.12. Terms and Conditions of Bidders

Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.

## 2.13. Local Conditions

It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors which would have any effect on the performance of the contract and / or the cost. The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The TMC shall not entertain any request for clarification from the Bidder regarding such conditions. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the TMC and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the TMC on account of failure of the Bidder to appraise themselves of local laws and site conditions.

## 2.14. Consortium / JV

Consortium is allowed for this RFP. A consortium of maximum 2 members (One lead member + one consortium Member) is allowed.

The lead bidder would also need to submit the Agreement between the consortium members for the contract clearly indicating their scope of work and relationship. Such Agreement should be prepared on a stamp paper of requisite value and is required to be submitted along with the pre-qualification proposal. In the event that the lead bidder does not submit the declaration it will be considered as an individual bid.

The lead bidder shall be solely liable to and responsible for all obligations towards the TMC for performance of works/services including that of its partners/associates under the contract.

The lead bidder shall share all the details of the service provider & sub-contractors in the technical bid. Both during the process of award, and post award of contract, if there is a change in sub-contractor, the bidder shall obtain prior permission from TMC.

## 2.15. Last Date for Receipt of Bids

Bids will be received by the TMC at the website specified under Section I - Invitation for Bids no later than the time and date specified in this RFP. In the event of the specified date for the receipt of Bids being declared a holiday for the TMC, the Bids will be received up to the appointed time on the next working day. The TMC may, at its discretion, extend the last date for the receipt of bids by amending the Tender Document in accordance with conditions of this RFP, in which case all rights and obligations of the TMC and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

## 2.16. Late Bids

Any bid received by the TMC after the last date for receipt of bids prescribed by the TMC, pursuant to conditions of this RFP, will be rejected.

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## 2.17. Modification and withdrawal of bids

The Bidder may modify its bid after the bid's submission, provided that written notice of the modification is received by the TMC prior to the last date prescribed for receipt of bids. The Bidder's modification notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of this RFP. A modification notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids. No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

## 2.18. Address for Correspondence

The Bidder shall designate the official mailing address, place, and fax number to which all correspondence shall be sent by the TMC.

## 2.19. Contacting the TMC

No Bidder shall contact the TMC on any matter relating to its bid (except for site visit for Hardware sizing), from the time of the bid opening to the time the Contract is awarded. Any effort by a Bidder to influence the TMC's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.

## 2.20. Bid Submission- Registration

Bidders who wish to participate in the Bid ding process must register on the website https://mahatenders.gov.in/

Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the Bidder will get his username and password on their e-Mail.

To participate in the online Tendering process, the Bidder must procure Digital Signature Certificate (DSC: class II or class III) in accordance with the IT Act 2000. Bidders who already have a valid DSC need not procure a new DSC.

A digital signature is required for purchasing and submission or BID form.

## 2.21. Contents of Bid on e-Tendering Portal

| Section # | Category | Response |
|---|---|---|
| 1. | Response to Pre-Qualification Criteria | • Bid covering Letter as per format defined in RFP<br>• Response to Pre-Qualification criterion along with the required supporting documents. |
| 2. | Technical Proposal | • Response to Technical Evaluation criterion along with the required supporting documents. |
| 3. | Commercial Proposal | • Commercial bid/proposal as per the pre-defined format |

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## 2.22. Pre-Qualification Proposal

*[Please customize this list on the basis of Pre-Qualification Criteria Finalized below]*

| # | Parameter | Pre-qualification Criteria description | Supporting Document | Response (Yes / No) | Reference in Response to Pre-Qualification Bid (Section # and Page #) |
|---|---|---|---|---|---|
| | | | | | |

## 2.23. Commercial Bid

All commercial offers must be prepared online. Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope, failing which the Commercial Envelope shall not be opened and his tender shall stand rejected. The individual cost components as detailed later in the RFP shall be uploaded as scanned copy in the commercial envelope. The summary of all components shall be uploaded as BoQ format in excel.

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical as well as Commercial envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values), system won't allow him/her to make any further changes or modifications in the bid data.

## 2.24. Opening of Bids

a. The bids that are submitted online successfully shall be opened online as per date and time given in detailed tender schedule (if possible), through e-Tendering procedure only in the presence of bidders.
b. Bids shall be opened online by the authorized representative of department as per the time schedule mentioned in the RFP.
c. The Bid submitted without EMD, will be summarily rejected. Only those Bid for which EMD is received will be eligible for opening.
d. Total transparency will be observed and ensured while opening the Proposals/Bids
e. IT Department reserves the rights at all times to postpone or cancel a scheduled Bid opening
f. Bid opening will be conducted in two stages:
    i. In the first stage, Pre-qualification Proposals would be opened. The EMD of the Bidders will be opened on the same day and time, on which the Pre-Qualification Proposal is opened, and bids not accompanied with the requisite EMD or whose EMD is not in order shall be rejected. Technical Proposals of Bidders who pass the Pre-qualification criteria will be opened
    ii. In the second stage, Commercial Proposal of those Bidders Who's Technical Proposals qualify, would be opened. All Bids would be opened in the presence of Bidders' representatives who choose to attend the Bid opening sessions on the specified date, time, and address
g. Method of evaluation of selection of successful Bidder and award of Contract to bidder shall be on QCBS basis after successful Technical Qualification. The details of the evaluation process is provided later in the RFP.
h. During Bid opening, preliminary scrutiny of the Bid documents will be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected. The IT Department reserves the right to reject the bid after due diligence is done.

## 2.25. Technical Envelope

a. Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements.
b. If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded.

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c. The decision of the tender opening authority shall be final in this regard.
d. The commercial bids shall not be opened till the completion of evaluation of technical bids. The commercial Bids of only technically qualified Bidders as mentioned above will be opened.
e. Documents submitted by the bidder shall be closely scrutinized and the bidder shall provide all the original documents whenever requested.

## 2.26. Commercial Envelope

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only.

Note: During Online Bid Preparation, apart from the above-mentioned documents, if any need arises to upload additional documents in Technical Envelope, an option of 'Upload Additional Documents' has been provided in the e-Tendering software which will be available to bidders during Online Bid Preparation stage

## 2.27. Pre-qualification Criteria

An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders. In this part, the Eligibility bid will be reviewed for determining the compliance of the response to the Eligibility Criteria as mentioned in the Tender. Before opening and evaluation of their technical proposals, Bidders are expected to meet the following Eligibility Criteria as mentioned below.

| Sr No | Pre-Qualification Criteria | Documents required to be submitted |
|---|---|---|
| PQ - 1 | The lead bidder & consortium member shall be a Company registered in India under the Companies Act 1956 or 2013 with their registered office in India.<br>**OR**<br>The lead Bidder & consortium Member shall be a partnership firm and should be registered under Partnership Act, 1932 or LLP Act of 2008 in India.<br><br>The Lead bidder shall be operational in India for at least last three financial years as of 31st March 2024 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India. | (All members in case of Consortium)<br>a) Copy of Certificate of Incorporation/ Registration under companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932<br>b) Copy of PAN card<br>c) Copy of GST Registration<br><br>In case of Consortium, copy of the Joint Consortium Agreement, clearly specifying the roles and responsibilities and stake percentage of each of the members in the consortium, should be provided. |
| PQ – 2 | The Lead bidder / Consortium Member shall have minimum average annual turnover of **INR 04 Crores** in the last three financial years (FY 2021-2022, 2022-2023, 2023-2024) as on last date of submission. | a) Copy of the audited Profit and Loss Statement of the company duly certified by statutory auditor or chartered accountant<br>b) CA Certificate clearly citing the average annual turnover for last 3 financial years (FY 2021-2022, 2022-2023, 2023-2024) |
| PQ – 3 | The Lead Bidder/ Consortium Member shall have positive net worth as on 31st March 2024. | a) Certificate from the statutory auditor regarding the Net Worth of the Bidder on 31/03/2024. |
| PQ – 4 | Lead Bidder / Consortium member shall have prior experience of successfully completed / be in the process of managing **at least 1 Citizen Engagement Project having minimum project value of Rs. 3 Crores** with Central or State government or Urban Local Body or Rural Local Body or Municipal Corporations or Smart City or any reputed firm in India over **the last five years** (as on date of publishing the RFP).<br><br>*Citizen Engagement Project shall mean two-way interactive process that encourages participation, the* | a) Copy of Work Order / Completion certificate or experience certificate from competent authority / Work Agreement shall mentioned required details |

| Sr No | Pre-Qualification Criteria | Documents required to be submitted |
|---|---|---|
| | *exchange of ideas, and the flow of conversation by implementing Information and Communication Technology into the delivery of G2C / B2C services with embedded mechanisms to facilitate for citizen participation and information dissemination through tools such as but not limited to website, mobile apps, etc.* | |
| PQ – 5 | Lead Bidder / Consortium member shall have prior experience of successfully completed deployment of Citizen Engagement Project in at least 1 City in India accessible through Website and Mobile application (Android & iOS) having minimum 1 Lakh downloads over the last five years (as on date of publishing the RFP). | a) Copy of Work Order / Completion certificate or experience certificate from competent authority / The certificate should have annexures with snapshots of the admin console of play store/AppStore download pages for Mobile Application. |
| PQ – 6 | The bidder should have<br>a) valid ISO 9001:2015 or higher certificate<br>b) CMMI Level 3 or higher<br>as on bid submission date | a) Copy of the valid ISO certificate. |
| PQ – 7 | Bidder shall have minimum 20 manpower resources on their payroll as on date of bid submission | a) Letter from HR of the Bidder.<br>b) PF account number validated by Statutory auditor |
| PQ – 8 | The Bidder shall not be under a declaration of ineligibility/ banned/ blacklisted by any state or central government/ any other government institutions in India for any reason or convicted of economic offence in India for any reason as on date of submission of the Bid. | a) Self-Declaration by the Bidder |
| PQ – 9 | The Bidder shall submit EMD and Tender fees as per the amount defined in the RFP | a) Copy of receipt of payment of EMD & Tender Fees |

Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting eligibility criteria are liable to be rejected summarily and will not qualify for technical evaluation.

The provisions of the Public Procurement (Preference to Make in India/ Registered under Startup campaign) order 2017 dated June 15, 2017 (and subsequent amendments, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this RFP to the extent feasible. Prior turnover and prior experience (**PQ 1 to PQ 7)** shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document. For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. The relaxation of prior experience and prior turnover (PQ 1 to PQ 7) to Startups [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the specific goods/ job domains wherein they are registered for. Since certificate of DPIIT towards recognition do not specify the goods/ job domain, Startup are required to submit the documents for the same including the application submitted to DPIIT. Further, above document should also be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

## 2.28. Technical Evaluation of Bids

The selected Bidder must possess the requisite experience, strength, and capabilities in providing the services necessary to meet the TMC's requirements, as described in the Tender Documents. The bid must be complete in all respect and covering the entire scope of work as stipulated in the Tender document.

The evaluation process of the technical bids to be adopted by the TMC is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the TMC may adopt. However, the TMC

reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Technical Bids of Bidders who have qualified the pre-qualification stage shall be considered for Technical Bid evaluation. An evaluation committee will be formed for evaluation of the technical bids. Decision of the committee would be final and binding upon all the Bidders.

Technical Bids will then be evaluated for the following parameters:

<table>
<tr><th>Sr No</th><th>Evaluation Criteria</th><th>Marks Distribution</th><th>Max Marks</th><th>Documents required</th></tr>
<tr><td>TQ – 1</td><td>Experience of successfully completed / be in the process of managing Citizen Engagement Project for Central or State government or Urban Local Body or Rural Local Body or Municipal Corporation or Smart City or any reputed firm in India over the last five years (as on date of publishing the RFP).</td><td>Bidder Experience Number of Projects:<br><table><tr><th>No. of Project/s</th><th>Marks</th></tr><tr><td>1</td><td>07</td></tr><tr><td>2</td><td>15</td></tr></table></td><td>15</td><td>1) Copy of Work Order / Completion certificate or experience certificate from competent authority / Work Agreement stating the details of the project detailing the scope of work, total project cost, date of completion / present status of project and payments made till submission of bid.</td></tr>
<tr><td>TQ – 2</td><td>Experience of successfully completed deployment of Citizen Engagement Project in at least 1 City in India accessible through Website and Mobile application (Android & iOS) having minimum 1 Lakh downloads over the last five years (as on date of publishing the RFP).</td><td>Bidder Experience Number of Projects:<br><table><tr><th>No. of Project/s</th><th>Marks</th></tr><tr><td>1</td><td>07</td></tr><tr><td>2</td><td>15</td></tr></table></td><td>15</td><td>1) Copy of Work Order or Client citation certifying the number of application downloads. The certificate should have annexures with snapshots of the admin console of play store/AppStore download pages for Mobile Application.</td></tr>
<tr><td>TQ – 3</td><td>Resource Deployment of Key Project Personnel as per the qualification/Experience mentioned in the RFP</td><td><u>Project Manager (1 No) - 15 Max Marks</u><br>Work Experience Number of Years:<br><table><tr><th>Work Experience</th><th>Marks</th></tr><tr><td>< 8</td><td>0</td></tr><tr><td>>= 8 and < 10</td><td>5</td></tr><tr><td>>= 10 and < 12</td><td>10</td></tr><tr><td>>= 12</td><td>15</td></tr></table><br><u>Content Manager (1 No) - Max 15 Marks</u><br>Work Experience Number of Years:<br><table><tr><th>Work Experience</th><th>Marks</th></tr><tr><td>< 5</td><td>0</td></tr><tr><td>>= 5 and < 10</td><td>5</td></tr><tr><td>>= 10 and < 15</td><td>10</td></tr><tr><td>>= 15</td><td>15</td></tr></table></td><td>30</td><td>1) Profile of Personnel as per the format mentioned in Annexure under RFP<br>2) Letter from HR that these resources have been on company payroll for at least 6 months before date of bid submission.</td></tr>
</table>

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| Sr No | Evaluation Criteria | Marks Distribution | Max Marks | Documents required |
|---|---|---|---|---|
| TQ – 4 | Approach & Methodology | To be evaluated from the technical presentation to be given by the Bidder. Details of the venue and time of the presentation shall be communicated separately.<br><br>Bidders shall be asked to give a presentation (Approx. duration of 30 minutes) during the Technical Bid Evaluation Process.<br>The presentation shall be evaluated on the parameters below:<br><br>1. Clarity and depth of understanding of the project's objectives, scope and requirements as shown by the Bidder in technical presentation or solution document.<br>2. Bidder's understanding of communication needs of various municipal departments, and experience of multiple Municipal department communication.<br>3. Bidder's understanding of various components of the project and operations/communication strategy proposed.<br>4. Tentative communications plan proposed by Bidder for first quarter.<br>5. Innovative ideas for revenue augmentation and creation of additional revenue streams from DigiThane | 40 | Technical presentation |
| | | **Total** | **100** | |

**Technical Score (TS) = Marks obtained by Bidder under consideration in Technical Evaluation (out of 100)**

## 2.29.Commercial Evaluation of Bids

Bidders shall score at least 70% marks in the technical evaluation to qualify for the commercial bid opening. Commercial envelopes of only those bidders who have obtained a minimum of 70 % score in Technical Evaluation shall be opened by the purchaser.
The bidder quoting the highest Normalized Annual Revenue shall be selected as the Most Competitive Bidder.

If two bidders quote the same normalized annual revenue, then:
1) Lower Fixed Cost (A) = Higher Rank
2) If still tied → higher % share wins
3) If still tied → technical score will be considered

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## 2.30. TMC's Right to Vary Scope of Contract at the time of Award

The TMC may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the TMC's changed order.

## 2.31. TMC's Right to Accept Any Bid and to Reject Any or All Bids

The TMC reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the TMC's action. The TMC reserves the right to negotiate the commercials with the selected Bidder and seek revised commercial bid.

## 2.32. Notification of Award

Prior to the expiration of the period of bid validity, pursuant to conditions of this RFP, the TMC will notify the successful Bidder in writing by fax, followed by registered letter to be confirmed in writing by registered letter, that its bid has been accepted. The notification of award will constitute the formation of the Contract.

## 2.33. Signing of Contract

At the same time as the TMC notifies the successful Bidder that its bid has been accepted, the TMC will send the Bidder the Pro forma for Contract, incorporating all agreements between the parties. Within 7 working days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the TMC. The rates in Job Order will be valid from the date of the issue of Job Order till the completion of the Job. No representation in this regard will be entertained.

## 2.34. Performance Bank Guarantee

a. Selected Bidder shall provide a Performance Bank Guarantee from a Nationalized or Scheduled Commercial Banks as per RBI to TMC, for a value equivalent to the Amount "**Twice of Total Fixed Cost for a year"** quoted by bidder (as per Section 6.3 Annexure M: Commercial Bid Format). The Validity of the Bank Guarantee shall be for 180 days post contract period.
b. The Bank Guarantee shall be submitted within 30 days of notification of award done through issuance of the Work Order/letter of Acceptance valid for the entire period of the project. The purchaser shall facilitate the signing of contract within the period of 30 days of notification of award. However, it is to be noted that the date of commencement of project and all contractual obligations shall commence from the date of issuance of Work order/letter of acceptance, whichever is earlier. All reference timelines as regards execution of project shall be considered as beginning from date of issuance of Work Order/ letter of acceptance, whichever is earlier.
c. All charges whatsoever such as commission, etc. with respect to the Performance Bank guarantee shall be borne by the bidder.
d. The Performance bank guarantee may be discharged / returned by Corporation upon being satisfied that there has been due performance of the obligations of bidder under contract. However, no interest shall be payable on the PBG.
e. Purchaser shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or purchaser incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. Notwithstanding and without any prejudice to any rights whatsoever of the purchaser under contract in Matter, the proceeds of PBG shall be payable to Purchaser as compensation for any loss resulting from bidder's failure to complete its obligations under the Contract. The purchaser shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligations for which the bidder is in default.

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f. The purchaser shall also be entitled to make recoveries from the bidder's bills, PBG, 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.

## 2.35. 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.

## 2.36. Tender Related Conditions

The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this tender. 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 TMC, the TMC shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

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# Section – II SCOPE OF WORK

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# 3. Introduction

As the world progresses into the digital age, the importance of communication is felt by all service sectors. Even in the public service sector, organizations are looking for channels which can create a sustainable communication ecosystem between them and their citizens. Non-traditional communication channels such as device-based communications (SMS/Push notifications) and social media have turned out to be extremely popular means of communications, as it allows you the freedom to segment the citizens and communicate with them at a more personal level. Motive of communication is no longer only one-way communication or event & update publishing. Public sector organizations now are increasing aligning themselves towards Omni channel 2-way communication channels, through which they can not only publish data to citizens but also get their feedback which can benefit the public sector organization in multiple ways. Thus, need for citizen communication has been replaced with citizen engagement. TMC has always taken conscious efforts to communication and engage with its citizens through deployment of multiple innovative projects.

One such project which was a flagship initiative as a part of the pan city intervention was the DigiThane Project, which has been deployed since September 2017. DigiThane project was a pioneer in India in the field of citizen engagement. It was introduced by TMC, with a sole motive of moving from reactive to active governance and also lay a foundation for its journey towards intelligently active governance. Thane was the first Indian city to adopt this model of citizen engagement through a One City One App ecosystem, in which all the civic services as well as two-way citizen communication was envisaged to be made through a single Platform. At the inception stage itself, TMC understood that technology infusion alone wouldn't make the project a success, and hence the platform was supported through an end-to-end citizen engagement Program - an amalgamation of best available Technology & Operations delivered through subject matter experts. DigiThane in many ways was ahead of its time and was recognized on multiple platforms (national as well as International) through the many awards it has under its belt.

DigiThane touches the lives of Thanekars (Citizens of Thane city) on daily basis. May it be updating them about city's public events or inform them regarding a possible water cut, citizens get to know about it through DigiThane. Even when the unfortunate Covid Pandemic struck India, Thane was able to effectively use DigiThane engage with its citizens and keep them updated with regards to situational awareness, best practices & advisories, FAQs, vaccination centres, etc.
As a part of the initial contract, the incumbent vendor had to Deploy and Manage the Citizen Engagement Platform along with the overall Citizen Engagement Program for a period of 3 years. The support contract has now expired and TMC is looking for a partner to upgrade citizen engagement platform and manage the overall citizen engagement program in a self-sustenance model.

## 3.1. About the DigiThane Project

DigiThane Project was India's first full-fledged Citizen Engagement Program. The Engagement of a City is based on providing Citizens with their stated as well as anticipated need. The Engagement is based on Information, Benefits and Services cutting across G2C (Government to Citizens), B2C (Business to Citizens) & C2C (Citizens to Citizens) segments. The Engagement Program serves as a 2- way communication layer between all 3 stakeholders (Government, Local Business Owners and Citizens) through a One City One App approach to make sure that the Citizen gets everything in one place based on their needs.

In the last 3 years, more than 2.8 Lakh citizens have registered on the One City One App Program i.e. DigiThane. The Platform was available on Web as well as Mobile through Android, iOS. The Application has also been integrated with following municipal applications of TMC:

1. Property tax payment
2. Water Tax Payment
3. Bicycle sharing application
4. City Wi-Fi
5. City Grievance system

The platform has an Omni channel communication module. The various channels being used currently to communicate with citizens are as under: -

1. Mobile Application (Android & iOS)
2. Web Portal
3. SMS
4. E-mail

5. Social Media (Facebook, Instagram, YouTube, Twitter)
6. Helpdesk

DigiThane during its 3 years of operations has impacted the lives of *Thanekars* in a very positive manner and below are some of the milestones that were achieved in these 3 years:

1. ***Registration:*** More than 280k registered users have been onboarded to the digital platform of Digi-Thane that gets benefitted with frequent municipality communications, participation in polls and surveys, getting day to day information related to municipality and also with the offers and benefits of the merchants.
2. **Massive reach out to citizens:** More than **5.5 crore one-way interactions** has been established with the citizens of Thane in real-time basis and ***Two-Way Communication:*** **2.8 Cr i.e., two way interactions/ responses** has been received from more than 200 surveys that had been conducted.
3. ***25000+ digital interactions of the citizens with municipality is currently being generated on a daily basis.***
4. ***Govt / Non-Govt. Awareness program:*** Various initiatives encouraging citizen participation like **voting during general elections** were utilized by nearly **15 lakhs *Thanekars*** to find their polling booth.
5. ***Merchants:*** 650+ registered Merchant Partners and 1000+ real-time benefits provided. 1.5 Local Thane Merchant Digitized & 2.5 exclusive in-store offers added on the digital platform every day.
6. ***Lower cost of living for Thane citizens:*** Merchants provided discounts and offers in the range of 10% to 40%. DigiThane users availed these discounts reducing the cost of living for the *Thanekars*.
7. ***Emergency SOS:*** Response rate for Blood Donation has a turnaround time of less than 45 mins. More than 8 lives has been saved through the emergency SOS of DigiThane.
8. Property Tax Payment of more than **17.5 Crores** was made through Digi-thane Platform for FY2019-20 by more than 16000 people.

## 3.2. Key Citizen Activities

Some of the citizen activities conducted as a part of the DigiThane Citizen Engagement Program are as follows:

| Sr. No. | Name of the Activity | Targeted Audience | Age Group | Description of the Activity |
|---|---|---|---|---|
| 1 | Smart Kids Contest | School Children | 9 – 14 | Unique Quiz contest to promote SDGs 2030 amongst school children |
| 2 | Thane's Uth Icon | College Students | 16 – 24 | Popularity Contest of Youth |
| 3 | Best Society Awards | All Citizen | 16 – 60+ | Felicitating the society in Thane that follows best practices |
| 4 | DigiHobbies | All Citizens | 8 – 60+ | Series of Contest based on different interest groups (Singing, Rap, Dancing, Photography, etc.) |
| 5 | DigiMitra Webinar Series | All Citizens | 8 – 60+ | Series of 17 webinars to promote SDGs amongst citizens |
| 6 | Voting Campaign (know your poll booth) | Eligible Voters | 18+ | Voting Campaign to promote the importance of vote. |
| 7 | RMR Festival during Diwali 2018 & 2019 | All Citizens interested in shopping | 16 – 60+ | Local Merchants of Thane being digitized and promoted on DigiThane to help their business grow during Diwali Season. |
| 8 | Raas Rang Dandiya – Campaign for citizens | All Citizens interested in entertainment | 16 – 45 | Promoting the cultural dandiya festival in Thane City |
| 9 | Spot the Stroke – Seminar and Workshop | All Citizens | 16 – 60+ | On ground seminar to create awareness on prevention of Brain Stroke |
| 10 | Yoga Workshop | All Citizens | 16 – 60+ | Promoting healthy life through Yoga to the citizens |
| 11 | IPL Campaign | All Citizens | 16 – 60+ | Predict & Win contest based on the entertaining IPL series |
| 12 | Aptitude Test for college Students | College Students | 16 – 24 | An exercise to gauge overall aptitude of college students in the city |
| 13 | History of Thane Webinar | All Citizens | 16 – 60+ | An effort to make citizens acquainted with the rich history of Thane City |
| 14 | Financial Investment Webinar | All Citizens | 25 – 60 | An effort to educate citizens on financial management |
| 15 | Webinar on Tax Return filing | All Citizens | 25 – 60 | An effort to educate citizens on financial management |

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| Sr. No. | Name of the Activity | Targeted Audience | Age Group | Description of the Activity |
|---|---|---|---|---|
| 16 | Baby Proofing Webinar | Families with Infants | 25 – 60+ | Educating on keeping the homes baby safe to avoid any untoward accidents |
| 17 | Holi Webinar | School Students | 9 – 14 | A webinar to educate the students to enjoy the festival responsibly |
| 18 | Home buying made easy webinar | Home Buyers | 30 – 60 | Things to consider before buying a home |
| 19 | Blood Donation C2C Connect Campaign | All Citizens | 18+ | Emergency SOS raised in case of blood shortage |
| 20 | Polio Drops promotion Campaign | Families with Infants | 16 – 60+ | Polio Ravivar promotion to DigiThanekars |
| 21 | Measles Rubella information Campaign | Families with Infants | 16 – 60+ | To create awareness about MMR Vaccination |
| 22 | Survey for Swachh Bharat Survekshan 2018 | All Citizens | 18+ | Swaccha Bharat Sarvekshan in Thane done through DigiThane online survey capability |
| 23 | Videos of the Day | All Citizens | 18+ | Short videos touching various different topics being floated on social media on a daily basis. |
| 24 | #Cybergyaan | All Citizens | 12+ | Information provided (verified by Police Department) to the citizens through this unique initiative |
| 25 | DigiArogya Webinar Series | All Citizens | 18+ | Webinar series for citizens covering various wellness topics. |

## 3.3. DigiThane Utilization by TMC Departments

Departments of the TMC have utilized Digital Platform effectively to reach out to the Citizens during the tenure of Operations & Maintenance.

| Sr. No | Departments | Summary |
|---|---|---|
| 1 | Advertisement | List of legal hoardings in the city and action towards illegal hoardings are publicized on the platform |
| 2 | Community Development | Allotment of development scheme for Handicapped person is published through DigiThane |
| 3 | Disaster Management | Traffic Alerts<br>Weather Alert<br>Emergency Update received and published immediately |
| 4 | Education | All School children outreach achieved through the department<br>NSS volunteers engaged through the department |
| 5 | Health Department | Health Camps<br>Vaccination Drives<br>Birth & Death Registration update has been published<br>TMC Municipal Hospital has played an important role by acting as a collection centre for blood in #ThanekarhelpingThanekar initiative |
| 6 | Information & Public Relation Department | Received All Updates Related to the city & updated on the platform |
| 7 | Information and Technology Department | All the integrations with current existing systems is done through this department |
| 8 | Pollution Control Department | Banned plastic item notifications, air quality index, etc are the updates disseminated through the platform |
| 9 | Property Tax Department | Property Tax integration successfully done with discount benefits being received by citizens if payment is done through DigiThane platform |

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| Sr. No | Departments | Summary |
|---|---|---|
| 10 | Public Works Department | Pothole filling information, Spots for idol immersion, other developmental tasks in the city were published on the platform |
| 11 | Sewerage Department | Strengthening of pumping stations, planning of drainage layouts for the TMC area were some important updates publicized through DigiThane |
| 12 | Solid Waste Management | Waste collection details and special initiatives for effective management of waste are communicated by the department |
| 13 | Thane Municipal Transport System | TMT integrations are ongoing and every specific update like route changes, bus timings, special buses for women, etc. are broadcasted on the platform |
| 14 | Town Planning Department | All the new upcoming projects in the city are published |
| 15 | Tree Authority & Garden Department | Thane's mission to grow 33+lakh trees are being promoted through this department |
| 16 | Unauthorized Construction Removal & Encroachment | All updates received on Demolition drives by the municipality are published on the platform |
| 17 | Water Supply Department | Every Water cut or Water pressure related alert is sent via SMS and Push apart from publishing on the portal |
| 18 | Legal Department | Legal disclaimers of the municipality are broadcasted from this department |
| 19 | Municipal Secretary | LOKSHAHI DIN notifications are published on the portal from this department |

## 3.4. Other State Government Activities

Other State government offices & functions were also onboarded as important stakeholders to further improve the Citizen engagement in Thane City.

### 3.4.1. Commissioner of Police Office, Thane

1. Broadcasting timely information received from Police department like any Emergency, Clarification of Rumors etc. & from Traffic Department like – road diversions, road closures, accident on roads, etc.
2. Providing real-time info of Police Department to citizens during emergencies like floods, earthquakes, etc.
3. Providing survey capability to gather opinions, ideas, and suggestions from local residents.
4. Amplification of citizen centric / important / relevant / emergency information
5. Becoming a platform to educate about cyber security to citizens through SMS & Notifications.
6. Live Webinars on Rules and Regulations to be followed during Riots, Festivals, Events, Do's, and Don'ts
7. Safety of Women, Senior Citizens and Children, New Rules and Regulations etc.
8. On-ground descriptive Seminars can also be conducted on various civic topics where citizens can be invited to participate.
9. Sharing of Civic Messages
10. Awareness on the processes to be followed for passport verification, various permissions etc.

### 3.4.2. Office of District Collector & Election Commission

1. Election Commission in the past during Lok Sabha election and State Assembly elections has exclusively utilized the platform to propagate, engage, educate & garner a good response from Thane's citizens during the voting season/ session.
2. DigiThane platform promotes an eco-system that allows secure and convenient digital transactions of voucher purchases for all its users. The vouchers thus generated and purchased would be either in a pre-paid or a post-paid arrangement. DigiThane is introducing the provision of QR Codes to redirect your prospects to a mobile coupon e.g. a free drink or a discount on their purchase. The voucher is easily created and will be displayed on the user's mobile phone right after purchasing a deal. The prospect can save the coupon and open it in the shop for redeeming the same. More than 1,65,000 vouchers of offers and discounts were downloaded by the citizens from DigiThane platform.
3. For Trade Association – Ram Maruti Road Merchant's Association of the Ram Maruti Road Thane, one of the oldest shopping destinations in Thane held a shopping festival in Diwali of 2018 to attract more customers in the

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festival season, who otherwise have resorted to e commerce for festive shopping. To promote their shopping festival, RMR Association approached Thane Municipal Corporation (TMC) and Thane Smart City Limited (TSCL). DigiThane as a Digital Marketing platform was used to promote RMR Shopping festival based on interests and location of the registered members of DigiThane and it helped the Local merchants to increase the footfalls in their retail outlet as well as to increase the reach by selling on this platform. Almost 40% of the merchants who participated in the RMR have started selling online on this platform. In order to thank for the above support of TMC as well as TSCL, RMR Association representatives presented a letter of Thanks to Thane Smart City CEO. The association expressed their gratitude for the role of TMC and DigiThane in increasing the footfall as well as the sales 20%-30% vis a vis last year.

## 3.5. Awards & Recognitions

DigiThane is a unique citizen engagement program in India. Owing to the project benefits to both the city administration as well as the citizens and the impact that the overall project has been able to drive, it has won multiple awards at various levels. List of the major awards won and recognitions received for the DigiThane Project have been highlighted below:-

1. DigiThane was covered in a 30 minutes documentary By Lok Sabha TV to showcase Top 4 Digital Projects of India
2. Recommended by the Smart City Mission of India as India's entry to the Smart City World Congress Awards held in Barcelona 2019. Letter of appreciation received from the Director, Smart Cities Mission of India, MoHUA.
3. Won Smart City Mission's (MoHUA) National Institute of Urban Affairs "Best Digital City Project" award 2019 for DigiThane Project
4. DigiThane won 2nd prize under Governance category in India Smart City Award Contest 2020.
5. Best Smart City Application award by Business World's 7th Smart City Awards, 2019
6. DigiThane has won Order of Merit- Skoch Technology Award in 2018 and Skoch Golden Category Award for Data based Citizen Centric Governance in 2019
7. Best Digital Initiative of the Year Award for DigiThane in ET (Economic Times) Government Global Smart Cities Forum 2020.
8. Amongst Top 5 Finalists in DC Asia – Pacific Awards 2021 (Competing against – China, Taiwan, Singapore, and New Zealand)

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# 4. Scope of Work

## 4.1. Overview of Scope of Work

Over the past three (3) years, DigiThane has transformed the manner in which Thane Municipal Corporation (TMC) engages with its citizens by establishing a structured and technology-driven communication framework. Building upon this initiative, TMC intends to further institutionalize the Citizen Engagement Model by implementing the same under a **fully self-sustaining framework**, ensuring that **no financial obligation, payment commitment, or liability whatsoever devolves upon TMC**, in line with the principles laid down under **General Financial Rules (GFR) 2017** and applicable Government of Maharashtra procurement norms.

This Request for Proposal (RFP) defines the scope of work for the Citizen Engagement Program, which shall be executed by the selected Bidder entirely at its own cost, risk, and responsibility. The scope of work shall include, but shall not be limited to, the following:

### 4.1.1 Platform Development and Lifecycle Management

The Bidder shall be responsible for the **design, development, customization, upgradation, implementation, operation, and maintenance** of the Citizen Engagement Platform.

a) The Bidder shall integrate all existing and future municipal services into the DigiThane platform during Phase I, ensuring that such services are fully functional and accessible from the commencement of operations.
b) The application shall be user-friendly, secure, and scalable, and shall facilitate lawful access to governance-related information of registered users, strictly in accordance with applicable statutory, regulatory, and data protection requirements.

### 4.1.2 Operational Deployment

The Bidder shall deploy an adequate onsite team for the management, operation, and monitoring of the Citizen Engagement Platform and for execution of the Citizen Engagement Program for Thane City throughout the contract period.

### 4.1.3 Establishment of Functional Cells

The Bidder shall establish, operate, and maintain the following functional units at its own cost and responsibility:

- Program Management Cell (PMC)
- Content Management Cell (CMC)
- Benefit Management Cell (BMC)
- Help Desk Cell (HDC)

### 4.1.4 Self-Sustaining Execution Model

The Bidder shall implement, operate, and maintain the entire Citizen Engagement Program under a **self-sustaining commercial model**, ensuring that:

a) No cost, fee, charge, consideration, or expenditure shall be payable by TMC at any stage of the project; and
b) No financial liability, contingent or otherwise, shall accrue to TMC during or after the contract period.

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### 4.1.5 Revenue Generation

The Bidder acknowledges that while it may incur expenditure in providing communication, outreach, and operational services, it shall be solely responsible for generating revenue from the platform to meet and offset all such costs.
Under no circumstances shall TMC be required to compensate, subsidize, or support the Bidder in the event of any revenue shortfall.

### 4.1.6 Change Management

TMC reserves the right to require modifications, enhancements, integrations, or additions to the functionality or usage of the application at any time during the contract period.

The Bidder shall implement all such changes **on priority and at no additional cost to TMC**, and no claim for compensation, extension, or reimbursement shall be entertained on this account.

### 4.1.7 Financial Responsibility of the Bidder

The Bidder shall bear **sole and exclusive responsibility** for all costs, expenses, and liabilities associated with the Citizen Engagement Program, including but not limited to:

a) **Hosting Costs** – server infrastructure, cloud services, storage, bandwidth, cybersecurity, and related maintenance;
b) **Operational and Maintenance Costs** – system support, troubleshooting, debugging, upgrades, and patches;
c) **Advertising and Promotion Costs** – marketing, publicity, outreach, and citizen on-boarding activities;
d) **Licensing and Technology Costs** – procurement and renewal of all software, tools, platforms, and technologies;
e) **Content Creation and Management Costs** – creation, moderation, updating, and management of application content.

### 4.1.8 Cost and Liability Exclusion for TMC

In accordance with GFR 2017 and Government procurement principles, TMC shall **not be liable**, directly or indirectly, for any costs, expenses, claims, losses, damages, or liabilities incurred by the Bidder in connection with the application or the Citizen Engagement Program.

This shall include, without limitation:

a) **No Reimbursement** – TMC shall not reimburse any expenditure incurred by the Bidder, whether capital or operational in nature;
b) **No Indemnification** – TMC shall not indemnify or hold harmless the Bidder against any losses, claims, or liabilities arising from the application;
c) **No Financial Liability for Enhancements** – TMC shall bear no financial responsibility for changes, enhancements, or integrations requested during the contract period.

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### 4.1.9 Bidder Acknowledgement

By submitting a bid in response to this RFP, the Bidder unequivocally acknowledges and agrees that:

a) All financial, operational, commercial, and execution risks associated with the Citizen Engagement Program shall vest exclusively with the Bidder; and
b) **TMC shall have no financial obligation, liability, or exposure of any nature whatsoever**, whether present or future, arising out of or in connection with the execution of the scope of work.

## 4.2. End to End Management of DigiThane Channels of Communications

Improved citizen interactions and satisfaction by providing communications through multiple channels designed around the citizen experience. By meeting them in their channel of choice, they can find the answers they're looking for easily and conveniently. (App, Web, Facebook, Email, Twitter, YouTube, Instagram, SMS).

The selected agency shall provide End to End Management of following minimum 8 DigiThane Channels of Communications

| Sr. No. | Channel | Description |
|---|---|---|
| 1 | DigiThane App | Meant to discover more convenient ways to involve citizens in decision-making on a portable device under their control. The application also provides a platform wherein surveys can be sent to the citizens to know their views.<br><br>DigiThane App shall be multi-lingual in nature, supporting Marathi and English languages. |
| 2 | DigiThane Website | Website provides an interface to the lesser tech savvy people. Website as a communication channel will continue and apart from being a communication channel it will work as a repository for every type of content made available to citizens.<br>DigiThane Website shall be multi-lingual in nature, supporting Marathi and English languages.<br>The DigiThane Website shall comply with the government's e-governance standards as updated from time to time. The selected bidder shall develop the website to integrate with all existing and future services provided by TMC, ensuring seamless interaction and data exchange.<br>The website must fully comply with Guidelines for Indian Government Websites & Apps (GIGW 3.0, WCAG level time to time updated, cybersecurity) issued by NIC/MeitY/related Government body. Annual review for compliance and audit readiness. |
| 3 | DigiThane Facebook | FB is a Social Media platform which has emerged as an effective two-way communication platform. On DigiThane FB Page, citizens engage in a dialogue with the corporation and want to constantly get updates about the happenings. It also gives them a chance to engage back. Various initiatives like FB Live, have proved to be an effective communication platform for quicker and broader dissemination of information. This platform as services for the utilization of information dissemination and engaging with the citizens is going to continue further |
| 4 | DigiThane Twitter | Citizens have been using the Twitter to send a comment or ask a question without having to find a phone number. During the past term of operations DigiThane twitter handle has become a trustworthy source of city information. These comments and questions can be tracked and managed as any other incoming queries, and assigned to departments best equipped to deal with them. Twitter as a channel for two way communication will continue to be managed. |
| 5 | DigiThane YouTube | Videos & live stream of important content piece in video format are hosted on YouTube for maximum reach. Utilization and maintenance of this platform will also be a part of the deliverables. |
| 6 | DigiThane Emailers | Targeted emailers relevant to the citizens' basis their interests and preferences to be used for citizen specific information. |
| 7 | DigiThane Instagram | Instagram in past years have become preferred social media choice for the youth. Youth being one of the important customers to TMC, Instagram is a platform which shall continue to be utilized. In the proposed model services of Instagram continues to be included. |
| 8 | DigiThane SMS | Certain section of societies those who have feature phones rely on SMS for the information. SMS apart from providing can also be used in emergency broadcasting, service delivery information |

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| Sr. No. | Channel | Description |
|---|---|---|
| | | |

## 4.3. Government to Citizens (G2C) Services:

The selected agency shall provide Municipal Services, Information & Updates from the Municipal Corporation, State Government, Central Government, and other Government agencies to the Citizens through Citizen Engagement Program as per the directions of TMC.

The selected bidder is expected to provide services with the solutions and any other municipal services that may be required by the municipality during the contract period. The scope of work for the selected bidder shall include, but not be limited to, the following municipal services:

| Sr. no. | Services Name | Sr. no. | Services Name |
|---|---|---|---|
| 1 | Issuance of Birth Certificate | 36 | Water Pressure Complaints |
| 2 | Issuance of Birth Certificate | 37 | Water Quality Complaints |
| 3 | Issuance of Marriage Certificate | 38 | NOC For Trade |
| 4 | Assessment Certificate | 39 | NOC For Mandap |
| 5 | No dues Certificate | 40 | New Trade / Storage License |
| 6 | Transfer of Property Certificate - Sale based on documents | 41 | Trade / Storage License Renewal |
| 7 | Transfer of Property Certificate - Heredity | 42 | Trade / Storage License Transfer |
| 8 | Zone Certificate | 43 | Duplicate Trade / Storage License Copy |
| 9 | Part Plan | 44 | Change the name of the Trade / Storage |
| 10 | Building Permission | 45 | Change in Category & Sub-Category of Trade / Storage |
| 11 | Plinth Certificate | 46 | Owner / Partner Name Change |
| 12 | Occupancy Certificate | 47 | Partner Number Change on Trade / Storage Certificate |
| 13 | New Water Connection | 48 | Trade / Storage License Cancellation |
| 14 | Drainage Connection | 49 | Expired Trade / Storage License Notice |
| 15 | Fire NOC - Preliminary | 50 | Permission for Advertisement/ Digital Hoardings |
| 16 | Fire NOC - Final | 51 | Permission for Cinema Shootings |
| 17 | New Assessment | 52 | Trade Self renewal |
| 18 | Re Assessment | 53 | Mobile Tower License |
| 19 | Preparation for Property Tax bill | 54 | Permission for Road Cutting |
| 20 | Rebate on Tax | 55 | NOC for Food Registration |
| 21 | Rebate to Vacant Properties | 56 | NOC for State Food |
| 22 | Self Assessment | 57 | Water No dues Certificate |
| 23 | Objections / Appeal - RTS Services | 58 | Nursing Home License |
| 24 | Extract Of Property | 59 | Nursing Home License Renewal |
| 25 | Demolish & Re-Development | 60 | Change of Name/Partner Name on Nursing Home License |
| 26 | Change in owner ship | 61 | Lodging House License |
| 27 | Change in Water Connection Size | 62 | Lodging House License Renewal |

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| Sr. no. | Services Name | Sr. no. | Services Name |
|---|---|---|---|
| 28 | Temp./Per. Disconnection | 63 | Marriage Hall/Hall License |
| 29 | Reconnection | 64 | Marriage Hall / Hall License Renewal |
| 30 | Change in Usage | 65 | Permission for laying Underground Optical Fibre Cable |
| 31 | Water Bill Copy | 66 | Permission for Tree Cutting |
| 32 | Plumber License | 67 | Filling potholes on roads |
| 33 | Plumber License Renewal | 68 | Keeping drain covers in good condition |
| 34 | Faulty Meter Complaints | 69 | Keeping the city clean |
| 35 | Unauthorised Connection Complaints | | |

### 4.3.1. Information & Communication Services:

The selected agency shall be responsible for articulation, publishing, and timely deployment of the Information to Citizens like Water Cut - Locations & Timings, Traffic Updates, and other municipality updates, etc.

#### 4.3.1.1 Targeted Awareness Amplification and Delivery through Communication and Design:

a. **Instant Amplification** of any new App / Initiative through integration with DigiThane
b. **Targeted (based on location and preference) 2 way citizen engagement through omni channel**
c. **Collaterals:** Up to 500 creatives per quarter
d. **One Way Communications:** Approx. 2 crore communications per quarter or more subject to variation based on actual usage and requirements, at no additional cost.
    - One way communication includes all the communication that has been sent to the citizens by the government with an intention to create awareness. It assesses the reach in terms of information spread to the number of citizens. The citizens may or may not respond to these communications. To gain the one-way communication different measures like – app notifications, SMS, social media awareness, emailers, etc. will be utilized.
e. **Two Way Communications:** Approx. 1 crore communications per quarter or more subject to variation based on actual usage and requirements, at no additional cost.
    - Two-way communications includes all the responses that are received from the citizens as a response on the one way communication that was sent with an intention of creating the awareness, receiving a feedback, getting some inputs, opinion on surveys and polls, etc. The channel that will be utilized for the same will be app, web, social media, SMS, emailers, etc.

| Types of Communication | Description | Communication Channel utilized | Sum of the Communication |
|---|---|---|---|
| **Emergency Updates** | Emergency updates are related to city emergency – E.g. Covid-19 updates, Accident Updates, Crisis Communication, etc. | Notifications / SMS / Email / Social Media / Web/ Mobile App | Collaterals: Up to 500 creatives per Annum<br><br>One Way: Up to 2 crore communications per Annum<br><br>Two Way: Up to 1 crore communications per Annum |
| **Municipality Update** | Updates related to different departments – Health, Social Welfare, Property Tax, Water Dept, etc. | Notifications / Email / Social Media / Web/ Mobile App | |

#### 4.3.1.2 Utility Services & Transactions:

One stop access for all Online Municipal Communications and Services including **payments of Property Tax, Water Tax, etc.** The Integration through API or redirection will be provided for all Municipal Services which are used by Citizens currently Online or in the future.

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The Selected agency shall develop and implement the API and Screen for Digithane inegration of the API and TMC shall provide the APIs of the underlying application through their vendors.

Selected agency will request TSCL/TMC to highlight if they want to use a common payment gateway for all services in the future and will do the needful accordingly.

#### 4.3.1.3 Participatory Governance

Polls & Surveys for Citizens to become an integrated part of Governance by being involved in Decision making thereby ensuring the fulfilment of needs of the Citizens.

The selected agency shall be responsible for articulation, publishing, and timely deployment of Polls & Surveys for Citizens as per the directions of TMC.

Intelligently Active Governance:

- Participatory Governance (% ward budget being decided by citizens of ward)
- Digitized Tax Collection: (Aligned with Digital India Movement)

### 4.3.2. Business to Citizens (B2C):

Based on the various stages of Life of Citizens, the DigiThane Program has till now provided various B2C Products/Services/Information relevant to Thanekars which improves their quality of Life. This will continue to remain in the new model.

The selected agency shall provide following B2C services:

a. **Services/Products:** Discounted deals negotiated specifically for Citizens according to their needs applicable to all Life stages such as Children, College Students, Professionals, Father Mother, Senior Citizens etc. These products/services belong to various categories such as Education, Shopping, Entertainment, Food etc.
b. **Information:** Information on what is happening around the city (Events and Happenings) based on their respective preference. E.g. if a citizen likes shopping she will get notification of Shopping deals near her location without broadcasting to all *Thanekars*.
c. **Information on Deals and Discounts of local merchants to be utilized by Citizens through:**
d. Omni Channel Communication (1 way and 2 way) – Quantity highlighted in G2C services
    - E Commerce Management Service

### 4.3.3. Citizens to Citizens (C2C)

Since it is not probable for municipality with limited staff to serve all possible needs of citizens, the DigiThane platform shall facilitate Citizens to help each other.

The selected agency shall be responsible for articulation, publishing, and timely deployment of C2C Services such as Articles, Blogs, Discussion Forums, Groups, Surveys, Polls, SMS, Email, etc. to Citizens as per the directions of TMC.

**Citizen Helping Citizen:** Peer to Peer interaction to reduce the expectation from the corporation.

The selected agency shall provide following communication modules:

| Sr. No. | Communication Module | Description |
|---|---|---|
| 1 | **Articles** | Articles a feature that will be added for G2c and C2C utilization in the proposed services. It can range from writing about the accomplishments and performance of a specific department, news item, articles related to city, merchants offers, etc. |
| 2 | **Blogs** | The blogs content also feature photos and graphics that add colour to information that are conversationally written, with the right length to be substantive without going past the point of reader interest. Blogs will be an added feature that will be provided in the extended services. |

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| Sr. No. | Communication Module | Description |
|---|---|---|
| 3 | **Discussion Forums** | A Discussion forum is an online discussion space where people can hold conversations in the form of posted messages, and it creates a sense of community. These forums will also be the feature of the platform provided. |
| 4 | **Groups** | The platform shall facilitate a team, or group, of people who bind together to get something done via the government. Members, advocate, or promote, the needs and wants of the group. |
| 5 | **Polls & Surveys** | These are a critical source of data and insights. The purpose of a survey is to gather responses from members of the target population to be able to analyse the results and learn more about the population as a whole. Polls & Surveys is a crucial tool which will continue to exist. |

## 4.4. Onsite Team Deployment

Citizen Engagement Program success is largely governed by the onsite operations team managing the program. This team shall comprise of multiple special purpose cells, each of which has a specific list of tasks which cumulatively meet the end objective- successfully running the citizen engagement program.

The selected agency shall deploy following **minimum number of onsite resources** for the entire duration of the contract as per the desired qualification criteria mentioned hereunder.

| Sr No | Team | Minimum Onsite Resource Deployment | Desired Qualification Criteria |
|---|---|---|---|
| 1 | Project Management Team | 1 | ▪ MBA/PGDM with minimum 8 years work experience<br>▪ Minimum 2 years work experience in managing Citizen Engagement Programs for a Government Project |
| 2 | Content Development Team | 1 | ▪ Graduate with minimum 3 years work experience in Digital content creation<br>▪ Experience in content writing & SEO. |
| 3 | Social Media Expert | 1 | ▪ Graduate with minimum 3 years work experience in Social Media communication management for a government customers |
| 4 | Helpdesk Team | 4 | ▪ Graduate with minimum 1 year experience in helpdesk management<br>▪ Experience in operating cloud based/software tool based helpdesk systems with a min call volume of 1000 calls a month (helpdesk agent) |

Each of the Proposed team members should have been on Bidder's payroll as on date of bid submission.

## 4.5. Program Management Cell

Program Management Cell plays an important role in assembling and Leading Project Team. In charge of the entire program, the Project Manager will coordinate the entire work between all the internal stake holders (Citizen Engagement Cell), TMC staff & External stake holders (Merchants, vendors, partners, media, etc.)

The selected agency shall set up Program Management Cell to conduct following activities:

a. Provide technology strategy planning to the TMC as and when required.
b. Responsible for planning Project Resources
c. Monitoring Progress and sharing status reports to the higher authorities as and when required.
d. Manage the program governance, and be a part of all the project review meetings (Internal review meeting as well as external review meeting with TMC & other external stake holders)

## 4.6. Content Management Cell

Content Management Cell will play an important role in providing information as a data to citizens on the Application and web portal. Content management cell adopts the ecosystem approach wherein they Plan, Design & Deploy the content. The cell will be planning and executing a content strategy that drives high engagement with the citizens, merchants, and all other relevant stake holders.

The selected agency shall set up Content Management Cell to conduct following activities:

a. Curate various forms of communication for in-house and external circulation for the client's platform and social media pages/accounts. Content and copy writing skills is necessitated to draft municipal updates, official letters, press releases & invites, announcements, traditional marketing collaterals- pamphlets, brochures, hoardings, and digital marketing/social media posts.
b. For consistent, impactful engagement and high-quality content, research on government/ municipal circulars and news, current city updates are used as references to create new articles and blogs. This further supports the website and social media pages of customer to bring in a fresh perspective to an old topic/subject.
c. Create innovative content/ Copies for local merchants that will promote brand/store and enhance their presences on social media. Building a bank of relevant city-wide or popular hashtags and keywords to churn high-performance content and engagement numbers. Manage Live Streaming of Webinars, Forums & Discussion, videos, etc. via Platform as well as Social Media accounts – Facebook, Instagram, Twitter & YouTube.
d. All the updates and offers provided by Municipality and merchants in the city will be published by the Content management team.
e. Monitor, analyze and communicate PR campaign progress, results, and media coverage on a timely basis
f. Collects, monitors and analyze social and website metrics and make improvements in the mobile applications and web portal content.
g. Citizen shall be able to see the news related to Municipal Corporation, which will be uploaded by Content management team.
h. Design surveys & public participation programs as per the requirement of various stake holders to ensure high level of citizen engagement and ensure that relevant data points are collected.
i. Create & Manage various forums (including forums on social media) to drive eco system engagement.

## 4.7. Benefit management cell

The main objective of the benefit management cell is to communicate between local merchants and the Digi Engagement Program. Merchants will be providing offer and benefits to the benefit management cell, the same shall be put on the listing portal of DigiThane for the utilization of citizens. Benefit management cell is responsible for managing the entire merchant & benefit ecosystem.

The selected agency shall set up Benefit management cell to conduct following activities:

a. Collating data as per Benefit Matrix of merchants
   - Identify and registering the vendors that should be on boarded, basis the preferences of Citizens registered and zones which are targeted. Collecting the merchants details through various portals, social media etc.
b. Merchant Acquisition & analysis
   - Analyzing the merchants and other avenues for merchant enrolment. Contacting & registering of Merchants for citizen benefits / discounts.
   - Customer touch point researching the merchants for various usable categories and creating database for benefit/ offers for customers. Research on the various categories which are beneficial to citizen and used more offer.
c. Benefits / Offers Listing
   - Coordinating with content team for timely publishing the offers/ benefits on portal.

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## 4.8. Helpdesk Cell

Helpdesk Cell will be responsible in attending all the calls, ticketing & resolution provision to queries from the citizens, merchants, internal stake holders, etc. This cell will also be response for outbound calling to promote various aspects such as offers, benefits, etc.

The selected agency shall set up Helpdesk cell to conduct following activities:

a. Managing Incoming calls from citizens for queries related to municipality services like property tax and water tax payments, etc. and other DigiThane portal related queries.
b. Managing emails from citizens various types of support and queries related to DigiThane
c. Follow ups with citizens to make sure their queries are solved.
d. Help desk cell will be assisting citizens remotely, by e-mail or phone, also, Attend support calls, walk-up citizens, and emails for first level technical support.
e. Helpdesk will be responsible for conducting training sessions on the platform to TMC Staff.
f. Helpdesk - unique phone no and internet should be provided by the bidder for helpdesk cell

The selected bidder shall provide two dedicated manpower resources for coordination purposes, stationed at the IT department of Thane Municipal Corporation on a full-time basis throughout the contract period.

The resources shall work as per the scope and requirements decided by the IT department, TMC.

The bidder shall ensure the deployed resources have necessary skills and experience and shall replace any unsuitable or unavailable resource within a reasonable timeframe. Deployment shall be at no additional cost to TMC.

### 4.8.1. SLA Monitoring Mechanism/Tool

**The Technology Partner shall provide and maintain a secure SLA Monitoring Tool at no additional cost. The tool shall include the following features:**

1. **Real-Time SLA Tracking:** Monitor uptime, response time, helpdesk performance, and adherence to communication deliverables.

2. **Compliance Dashboard:** Display SLA compliance status with visual indicators (Green/Amber/Red) for easy interpretation.

3. **Penalty Calculation:** Automated calculation of penalties for SLA breaches as per contract terms.

4. **Reports:** The tool shall generate and provide monthly reports on SLA compliance and the status of all applications, including uptime, incidents, and resolution timelines.

TMC shall review SLA compliance on a quarterly basis in review meetings with the Technology Partner. During these meetings, both parties shall mutually agree on SLA criteria, performance benchmarks, and any necessary adjustments to ensure service quality. Failure to maintain SLA compliance or provide accurate reports shall attract penalties as defined in the contract.

### 4.8.2. Dashboard

**The Technology Partner shall develop and maintain a secure, real-time dashboard for TMC for service, applications, feedback and revenue tracking and monitoring. *Dashboard Analytic*s will cover Citizen Grievance, GIS-based Analytics, Retrospective, Inferential & Predictive Analytics, AI, Visualization, Alerts, Role-based KPIs, and Department-driven enhancements.**

**The dashboard shall include the following features:**

1. **Revenue Tracking:** Real-time visibility of total revenue generated, TMC's share, and vendor share.

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2. **Application Metrics:** Display the number of applications integrated, number of downloads, number of services live, number of active users, social media engagements, statistics and other relevant performance indicators.

3. **Visual Design:** The dashboard shall be illustrative, visually appealing, and provide graphical representations for easy interpretation.

4. **Mobile Accessibility:** The dashboard shall be accessible through mobile devices (Android and iOS) with secure login and role-based access.

5. **Open Integration:** The dashboard shall support integration with other TMC-approved systems and APIs for seamless data exchange.

6. **Reports:** The tool shall generate and provide monthly reports on applications, services, performance and the status of all applications.

7. **Analytics:**

i. **Citizen Grievance Integration**
- Integrate real-time and historical grievance data from DigiThane.
- Categorization by department, type, severity, and location.

ii. **GIS-Based Analytics**
- Display grievances on GIS layers (wards, roads, utilities, public assets).
- Heatmaps, clustering, and location-wise performance insights.

iii. **AI-Driven Analytics**
- **Retrospective Analytics:** Past trends, volumes, hotspots.
- **Inferential Analytics:** Root cause analysis, correlations, delays.
- **Predictive Analytics:** Forecasting grievances, disease spread, risk zones.

iv. **Dashboard & Visualizations**
- Graphs, charts, scorecards, and spatial maps.
- Filters by location, ward, grievance type, disease type, time period.

v. **Role-Based KPIs**
- Custom KPIs for Commissioner, HODs, departments, and field teams.
- SLA tracking, delay analysis, workload view.

vi. **Alerts & Notifications**
- Automated email/SMS alerts for threshold breaches, delays, high-risk areas, and predictive risk events.

vii. **Department-Driven Enhancements**
- Ability to add new KPIs, datasets, GIS layers, and analytics modules as suggested by departments over time.

viii. **Security & Access Control**
- Role-based access, secure APIs, audit logs.

## 4.9. Development of the Citizen Engagement Platform

1 The Selected Bidder's scope for this project includes the development, upgradation, implementation, operations, and maintenance of the DigiThane Citizen Engagement Platform. In the first phase of the project, the Selected Bidder shall be responsible for integrating all existing and new municipal services, ensuring that these services are fully functional, accessible, and seamlessly available through the DigiThane platform (Web and Mobile).

2 The Selected Bidder shall design the application to be highly user-friendly, intuitive, and citizen-centric. During user onboarding/registration, the platform must be capable of fetching, validating, and displaying all governance-related information of the registered citizen, including but not limited to property details, ward-level information, civic service linkages, grievance status, bill and tax details, and service eligibility data, through secure integration with TMC systems.

3 The Selected Bidder shall further undertake all necessary software development, UI/UX redesign, module enhancement, database restructuring, integration development, API creation, testing, security hardening, hosting, and deployment activities required to deliver a modern, scalable, high-performance citizen engagement platform.

4 Bidder should understand the processes and other related documents and seek clarifications from TMC, if any.

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5 Bidder shall interact with TMC to gather requirements. It is expected that the bidder gathers requirements through structured questionnaires, focused interviews with user groups.

6 The Bidder shall finalize the System Requirement Specifications (SRS) in consultation with TMC and its representatives based on process definitions & Functional Requirement Specifications (FRS), Technical Requirements Specifications provided therein, and based on its own individual assessment, and / or in consultation with TMC and its representatives.

7 SRS shall contain the objectives and scope of the system, overview, various levels of business requirements, architectural requirements, usability requirements, reliability requirements, design constraints, sizing considerations, applicable standards, interfaces etc. User Role wise mapping to the various business functions with details regarding their access rights (insert / update / delete / view etc.) shall also be included in this document. Acceptance Criteria shall also be included explicitly promoting clear understanding with the end user about what the end user considers acceptable for the proposed solution.

8 The bidder as part of development of SRS shall develop a system prototype to capture and demonstrate the end user requirements in the form of screens and outputs. The prototype shall be enhanced continuously during the development of SRS.

9 The Prototype shall also act as tool for preliminary orientation of the end users in familiarizing with the system that is being implemented. This is also to aid user training and change management.

10 The SRS shall be prepared by the bidder and a formal sign-off obtained from TMC before proceeding with the Development/ Customization/Installation of the application.

11 Bidder is also expected to visit the user departments situated at various locations to understand the requirements of users at those locations.

12 The bidder shall design the integrated solution architecture & specifications for meeting the SRS finalized by the bidder and approved by TMC. The solution designed should have seamless integration of all the components comprising the integrated solution being designed, including some of the existing applications. The solution design shall include, but shall not be limited to, the design of application architecture, user interface, database structures, security architecture, network architecture etc. The principles of Enterprise Architecture shall be followed while designing the systems.

13 The bidder is expected to adopt any of the following approaches: Configuration / Customization of an existing DigiThane application OR Configuration/Customization of an application that might have been developed by bidder. Such configuration or customization shall be carried out in consultation with the IT department, and the final decision shall rest with the department, taking into account all necessary requirements and feasibility considerations.

14 Irrespective of the option above chosen by the bidder, the bidder is required to meet all the requirements of this RFP including the activities listed, timelines and deliverables mentioned in this RFP, functional, performance, service level related and any other requirements stated in this RFP.

15 The bidder should submit the solution design document to TMC and should obtain the sign off on the design document before commencing the development /customization/installation of the solution. However, bidder shall be responsible for ensuring the compliance of the end product to the requirements specified by TMC in this RFP.

16 Bidder should document the high-level design consisting of project standards, the functional design and the database design, Logical and Process View of the proposed System, deployment design, Coding standards, architectural requirements such as number of users and load, size and performance, backup and archival policy, etc.

17 The bidder shall perform software development based on the functional & technical requirement specifications and designs finalized for the processes as provided in the RFP.

18 Based on the identified functional requirements and processes, the bidder will undertake the system configuration and customization.

19 TMC intends to adopt the leading practices available in the offered solution. Bidder is required to undertake customization that may be needed in line with the changed, improved or specific business processes requirement prepared during requirement gathering/ study phase of the project.

20 Bidder shall make the required system design modifications and implement the changes in order to achieve the desired functionality. However, the same must be tested, accepted and approved by the TMC users.

21 After completion of configuration / customization to the product, bidder shall carry out a trial. If the need arises and the result is not up to the expectations of TMC management, further reconfiguration will be done by the System Integrator in order to close any gap left in meeting the desired objective. Finally approved/accepted solution should be implemented.

22 The bidder shall develop acceptance test procedures and the same will need to be approved by TMC. The purpose of this acceptance is to ensure conformance by the TMC users to the required process operations, response time, the integrity of the software after installation, and to eliminate any operational bugs.

23 This will include:- Fine tuning of the software, ensuring all required related component software are installed and any debugging required.

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24 At the satisfactory conclusion of these Acceptance Tests to the satisfaction of TMC, the commissioning/ implementation of the software shall considered to be ready.
25 Bidder shall provide all the necessary support to the TMC in conducting the user acceptance testing.
26 The bidder shall prepare/update the documents including that of FRS, SRS, Detailed Design, Test Cases & Results, User Manuals, Operations Manual, Maintenance Manual, Administrator Manual, Security Policy, Licensing etc. as per notified standards. The bidder shall obtain the sign-off from TMC for all the documents submitted for this Project and shall make necessary changes as recommended by TMC before submitting the final version of the documents.

### 4.9.1. Functional Requirements Specifications

The selected agency shall develop, upgrade, implement, operate, and manage Citizen Engagement Platform as per the following minimum functional requirements.

The Bidder shall consider the following 18 functional items, which are within the purview of municipalities, while providing services to citizens. These items are part of Bidder's scope of work; but not limited to, the following:

1. Urban planning, including town planning
2. Regulation of land use and construction of buildings
3. Planning for economic and social development
4. Roads and bridges
5. Water supply for domestic, industrial, and commercial purposes
6. Public health, sanitation, conservancy, and solid waste management
7. Fire services
8. Urban forestry, protection of the environment, and promotion of ecological aspects
9. Safeguarding the interests of weaker sections of society, including the handicapped and mentally retarded
10. Slum improvement and upgradation
11. Urban poverty alleviation
12. Provision of urban amenities and facilities, such as parks, gardens, and playgrounds
13. Promotion of cultural, educational, and aesthetic aspects
14. Burials and burial grounds; cremations, cremation grounds, and electric crematoriums
15. Cattle pounds; prevention of cruelty to animals
16. Vital statistics, including registration of births and deaths
17. Public amenities, including street lighting, parking lots, bus stops, and public conveniences
18. Regulation of slaughterhouses and tanneries

The Bidder shall ensure that their proposed solution aligns with these municipal functional items and provides a comprehensive service to citizens.

| Sl. No | Category | Minimum Requirements Specifications |
|---|---|---|
| 1. | General | The Application shall be available on platform such as Android & IOS and citizen shall be able to download it from Play Store & Apple Store respectively. The GUI of the platform shall be aesthetically excellent and user friendly so that users are upbeat to see the application. |
| 2. | General | The system should provide logging and auditing features for monitoring and performance measurement. |
| 3. | General | The platform shall be able to manage multi-channel communication with the citizens and shall track, monitor, and archive the responses from each channel for each citizen to optimize every communication |
| 4. | General | The platform shall have CRM capabilities for citizen behavioural analysis |
| 5. | User Management | The mobile applications should work using only email ID, username and password etc. The user credentials should be stored in encrypted in database with access control. If any other data is required for transactions, it should be taken from user but not be stored in database to protect privacy. All REST API transactions should |

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| Sl. No | Category | Minimum Requirements Specifications |
|---|---|---|
| | | be secured using HTTPS. Clear Terms and Conditions for data used should be provided with mobile app. |
| 6. | | The Mobile App shall collect the address details from the citizens at the time of registration, so that TMC can send area/ward/cluster specific information to the citizens via the App. |
| 7. | | Upon registration, identity verification of the citizen needs to be done through OTP received as an SMS on the mobile phone that is used for registering and will be a unique identifier in the application database. Alternatively, there shall be a provision to verify authentication of the citizens through Aadhaar, if the purchaser provides Aadhaar API |
| 8. | Feature | Citizen shall be able to register complaint / grievance / feedback and track the status through application |
| 9. | Feature | Citizen shall be able to see the news related to TMC |
| 10. | Feature | Mobile application shall have a general search feature and citizens shall be able to effortlessly browse through different services specific to Smart City Mobile Application. |
| 11. | Feature | TMC shall be able to organize survey / opinion poll / feedback regarding any important issue and get the response digitally. |
| 12. | Feature | TMC shall be able to convey customised updates regarding relevant municipal and partner services as well as important public information to users through E-mail/SMS/push notifications, as per the preference indicated by the user. |
| 13. | Feature | TMC shall be able to share messages / alerts in case of any emergency, assuming that the communication channels are operational. |
| 14. | Feature | There shall be a municipal payments section, where the Citizens shall be able to review detailed bills and invoices, track and make online payments seamlessly. |
| 15. | Feature | The App shall have the capability to identify the GPS location of the citizen and show the offers, benefits, events etc. around the proximity of the citizen in a visual format on the GIS map.<br>Upon selection of the event, the app shall show the citizen the route (by vehicle, by walk, by public transportation) and the ETA to the destination, indicating traffic congestions and suggesting alternate routes based on ETAs |
| 16. | Feature | The App must have separate tab, where data on various events must be available. It must give information about the event, such as location linked with GIS map, basic information about the event, communication details of the event organizers like contact, email, etc.<br>It should also clearly highlight the terms & conditions for the said event |
| 17. | Feature | Citizens shall have the option to mark as favourite and refer and share the Application services and offers to their friends/family |
| 18. | Feature | Dedicated Citizen Grievance Redressal functionalities within the platform, to effectively track and trace various grievances raised by the citizens and address them in effective and efficient manner |
| 19. | Integration | Citizen shall be redirected (if required) to various social platforms created by TMC |
| 20. | Integration | Content on the Smart City Mobile app (both Android & iOS) & the web portal should be synchronized. |
| 21. | Navigation | Tourist shall be able to get the information of local attractions and sites with geo positions on the map. Tourists shall also be able to find contact details, description, image and driving directions to these locations. |
| 22. | Navigation | Citizen shall be able to see nearby services & locations such as tourist places, Police Stations, Parking Place, Hotels, Medicals, Hoardings, and other important places. Additionally, navigational services to connect all the city assets like nearest Wi-Fi hotspot, Kiosks etc. |
| 23. | Notifications and alerts | Citizen shall get the information of events happening around City through the preferred communication channel indicated by user. Each Citizen at the registration stage itself should have option to choose type of notifications. |

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| Sl. No | Category | Minimum Requirements Specifications |
|---|---|---|
| 24. | Notifications and alerts | Citizen shall get regular updates depending on their area of interest. For e.g. if someone has interest in sports, they can get the updates of all sports activity happening in city |
| 25. | Notifications and alerts | Citizens shall be able to receive the real time alerts of traffic conditions, environment updates, Electricity, Water, Solid Waste etc. |
| 26. | Notifications and alerts | Citizens shall be able to receive notifications for upcoming payments / payment due reminders |
| 27. | Notifications and alerts | Citizens shall receive relevant notifications through push messages/ SMS/ e-mail on various services by TMC |
| 28. | Transactions and Payments | Users shall be able to book and pay for the services offered on the Smart City Mobile App, subject to prepaid or post-paid offers by merchants. |
| 29. | Transactions and Payments | The Mobile Application and Web Portal shall be integrated with TMC 's Payment Gateway (current), subject to accessibility to legacy systems. |
| 30. | Transactions and Payments | Bidder shall assist TMC to close the Legal Terms & Conditions with all stake holders (citizens, TMC, event owners etc.), who are responsible for any content on the platform or using the content of the platform to ensure adherence to all applicable laws |
| 31. | Training and Operations | Service Provider shall provide any requisite training including Operative and Technical manuals to the relevant personnel of TMC for smooth operations of the system. |
| 32. | Integration with Smart Solutions | The App shall be a unified platform with an amalgamation of all the smart solution components.<br>Respective domain specific APIs shall be integrated to the Platform to present a unified<br>experience to the user. |
| 33. | Integration with Smart Solutions | Capabilities to integrate with smart city initiatives like ICCC, CCTV, etc., in order to harness the power of a IoT and utilize technology for social good |
| 34. | Feature | The Application system should include information backup |
| 35. | Feature | The platform should allow both the type of transactions given below: Transaction where the citizen makes payment for the service/product/event in advance through an online payment transaction on the platform Transaction where the citizen pays for the service/product/event at the point of sale |
| 36. | Merchant App | A separate module in the platform shall be available for the merchants to host their offers and benefits on the platform for the citizens. The module for IOS & Android to do the following:<br>(i) Scan the QR code or input the numeric code on the voucher purchased by the citizen, which will allow the platform to know that the service has been given to the citizen.<br>(ii) View the number of vouchers downloaded or sold for various products uploaded by the merchant. |
| 37. | Feature | The Business intelligence of the platform must be able to produce: A report of analytics based on both type of transactions mentioned above. Demographic analysis of preferences in terms of services or product being bought through the platform. |
| 38. | Guideline | The Application system architecture should support redundancy for critical elements and its infrastructure should not have a single point of failure. |
| 39. | Guidelines | The Bidder shall perform transactional database management of users and utilize this data to create improvised and personalized content for communication with individual users. |
| 40. | User Management of Web portal | Registration<br>1. Module should enable user to register themselves.<br>2. Module should highlight the mandatory fields to be filled for registration.<br>3. Module should support mobile authentication with OTP for registration<br>4. Interests to be captured at the time of registration and relevant events push notifications to be sent to users via email, SMS, and Mobile Push Notifications |

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| Sl. No | Category | Minimum Requirements Specifications |
|---|---|---|
| 41. | User Management of Web portal | Login<br>1. After registered user logs in to the portal, Portal should redirect user to the home page<br>2. Login module should have forgot password mechanism. In case user forgets the password/wish to reset a link should be sent to user's registered Email address or by sending OTP on registered mobile to reset password. |
| 42. | User Management | Administration of users and groups<br>1. Portal and Mobile app should have admin module using, which Portal administrator(s) can create/edit/delete users and groups.<br>2. User Group Management: The Portal & Mobile app should have functionality to make certain user group specific information available to each user group. The information relevant to one user group should not be visible to other user groups.<br>3. Portal & Mobile App should provide user access logs<br>4. Necessary user information like IP, Device ID, etc. should be captured for audit trail |
| 43. | Security | Data Security and Secrecy of the users on the Web Portal and Mobile Application shall be maintained at all times. The portal must have necessary security measures in place and should not have any loopholes that can be exploited. Portal should also support latest security certificates like SSL 3.0. If required, portal should have the ability for integration with any active directory server (supporting LDAP). |
| 44. | Content Display | Portal & Mobile App should be able to display content from Content Management System (CMS) with proper formatting. Portal & Mobile App shall provide the functionality to enable site visitors to easily print pages and download documents (including images and maps) |
| 45. | Navigation, Breadcrumb, Sitemap | Portal & Mobile App should be able to display navigation, breadcrumb and sitemap created and published from CMS. In addition, portal & Mobile app should have an interface, which can be used by administrators/content authors to create navigation, breadcrumb & sitemap. The solution will provide clear navigation of content. |
| 46. | "Near to Me" Module using Maps | A module for Portal & Mobile App should be rendered in portal that displays rules, policies, initiatives, alerts, reports, and announcements regarding:<br>i. Nearest TMC Facility like Zone office, ward office, parking lot etc.<br>ii. Nearest places of interest Entertainment/Restaurants/Amusement parks, museums, parks etc.<br>iii. Nearest city bus stop, etc.<br>All the above mentioned "Near to Me" features should be map-enabled, and user should be able to navigate to the destination. |
| 47. | Weather | Portal & Mobile App should support display of environment and weather information in different parts of city by integrating APIs of existing weather application (if available) or integration with government portals |
| 48. | Calendar & Events | Portal and Mobile App should be able to support a module using which users can view events happening in particular area of city on a particular date |
| 49. | Social Networking & Collaboration Module | Citizen should be able to share any article or event or benefit etc. from portal & mobile app with other citizens through various social media sites like Facebook/LinkedIn/Twitter/WhatsApp/etc. as well as communication tools such as email/SMS/etc. |
| 50. | Social Networking & Collaboration Module | Forums: Portal & mobile app should also be able to display forums into portal that enable visitors to actively participate in discussions |
| 51. | Social Networking & Collaboration Module | Blogs: Portal & mobile app should support publishing of blogs that are easy to manage while allowing contributors to post new content. |
| 52. | Social Networking & Collaboration Module | Abuse Flagging: Portal & mobile app should be able to flag content abuse and should not allow users to write abusive words. Abusive words shall be as per general data base. Words from the local city language is preferred, not mandatory. |

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| Sl. No | Category | Minimum Requirements Specifications |
|---|---|---|
| 53. | Social Networking & Collaboration Module | Social Sharing: In order to maximize traffic, it is important to make sure that content is made easy to share. Portal & mobile app should have the sharing buttons powered and easy to customize. |
| 54. | Social Networking & Collaboration Module | Do: Where citizens can do/submit various tasks like "Design a logo" for an upcoming competition etc. Portal & mobile app should be compatible with various media forms like image, video, documents, etc. |
| 55. | Social Networking & Collaboration Module | Polls: Polls are a great way to boost engagement. Portal & mobile app should allow hosting polls pertaining to various topics, it can be attached to any page or article as well. Administrator should be able to view results of archived as well as current poll. |
| 56. | Social Networking & Collaboration Module | Popular articles: Portal & mobile app should support popular articles module, which automatically displays the most read, most commented, and top-rated article. |
| 57. | Social Networking & Collaboration Module | Featured Content: Portal & mobile app should have the featured content module, which allows to highlight the best or most recent content on the homepage |
| 58. | Social Networking & Collaboration Module | Related articles: When a user is finished reading an article, they are presented with similar options and recommendations. The solution should have this module to automatically grab content with similar tags |
| 59. | Social Networking & Collaboration Module | Newsletter Subscription: Portal & mobile app should support newsletter subscription module using which users can subscribe to a newsletter and receive the newsletter on their registered email address. |
| 60. | Social Networking & Collaboration Module | AI-enabled tech solutions for powerful Social Media platforms of Thane Smart City, to enhance Citizen Engagement, Targeted Messaging, customized communication strategies, engaging merchant transactions in a smarter manner. |
| 61. | Social Networking & Collaboration Module | Forms: - The solution should easily create and publish online forms. |
| 62. | Integration | Feedback /Survey: Portal & mobile app should support a module using which user should be able to provide feedback / inputs through portal (include upload photo) about the facility, service, etc. (water logging, unauthorized parking, access controls, etc). |
| 63. | Feedback Management | The solution should have a feedback management component, which would allow users to provide feedback related to different categories of the website. |
| 64. | Feedback Management | Develop and deploy intelligent, AI-enabled ChatBots for faster and more efficient feedback and citizen grievance redressal mechanisms |
| 65. | Search | The portal & mobile app should have built-in search or should be able to integrate with any third-party search tool providing smart search. Portal & mobile app visitors should be able to quickly and easily find the appropriate information on the portal in the context of portal. The search functionality should support content search with features like auto- completion, partial words and phrases, and Boolean search. Search shall be limited to data/content on the portal and mobile app only. |
| 66. | Personalization & user preference | The portal solution should support display of personalized content for registered users, e.g. location-based content. The portal should have the capability to remember and store registered user preferences. |
| 67. | Multi-channel Support | Portal should come with built in responsive design capabilities. The portal and modules deployed on portal should be compatible on desktop, mobile (SRS shall define the range of supported OS) |
| 68. | Seamless Integration Capability | Portal & mobile app should be able to expose its services to third party systems/applications with REST services or APIs. Portal & mobile app should be able to integrate seamlessly with any other application. Portal & mobile app should extend its capability to easily integrate with existing TMC Website, TMC applications. |

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| Sl. No | Category | Minimum Requirements Specifications |
|---|---|---|
| 69. | Open Data Support | The portal & mobile app should support open data policies defined by GoI. However, in case of any change in government guidelines, the Mobile app & Portal are expected to comply with all the changes in the guidelines. The portal & mobile app should be capable of creating and providing open data sets. |
| 70. | Email & SMS gateway | Portal should be designed in such a way that it uses latest technology like HTML5, CSS3, Node.js, Angular.js, backbone.js etc. It should not use any obsolete technology frameworks. |
| 71. | User Recognition Support | The solution should be able to store and display registered user's last login, location, IP address, time, and date. |
| 72. | Reports Module | Reports developed using Web Analytics/equivalent analytics tool, platform should be listed for view for executive, management, and operational users. |
| 73. | Upcoming and ongoing projects updates | Portal & mobile app should have capability to showcase about upcoming projects, approved projects, and project status of ongoing projects. Citizen engagement is required for the projects where decision of creating bridge/ assets, budget approvals, progress report is visible to them on a map (preferably). The backend data (Text & Images) for this shall be shared by the department to the content management team. Citizens shall also have the provision to provide On-Going Project related feedback. |
| 74. | Accessibility | The Solution will conform to key industry standards with a minimum of W3C web accessibility initiative, WCAG 2.0 Level AA Success Criteria AA compliance. |
| 75. | Merchant Portal | A separate Portal should be developed (exclusively for merchants) with Content management system for uploading discounts and deals on to the platform. |
| 76. | Usability | The solution will provide consistent experience across all Digital Platforms |
| 77. | Usability | The solution must be easy and intuitive to learn (The degree to which the solution can be used without specific training) |
| 78. | Usability | The Solution will utilize prototype testing in a controlled testing environment. A full suite of test cases and plans must be developed. |
| 79. | Browser | The Platform shall be browser independent and shall perform seamlessly on latest versions (any browser version which was published 3 years from the current date) on various browsers (Internet Explorer, Mozilla Firefox, Google Chrome, Safari, Opera etc. |
| 80. | General | Audit Trail shall be maintained in the application. |
| 81. | General | The platform shall have the provision to provide Role based access facility for all the links of portal to the administration. |
| 82. | General | There shall be a separate module and login for TMC administration for which role-based access shall be provided. |
| 83. | Content Management System | 1. CMS shall allow the platform to update the data or contents on mobile app as well as web portal to be distributed to the citizens<br>2. The content shall be managed, collected, and uploaded to the system from a dedicated interface<br>3. Authorized Admin shall be able to broadcast mass communication to all or specific group of citizens as decided by TMC.<br>4. CMS shall be able to generate reports based on user data.<br>5. CMS shall be integrated with Data Analytic Tool to find concurrent users and dormant users and geographical spread etc.<br>6. CMS shall allow the admins send real-time push alerts to users, manage user logins, and view a complete report detailing download statistics, usage analytics, and feedback from surveys— among other useful features aimed to make app content management simple and intuitive.<br>7. The CMS shall give user-friendly options to add, organize, and edit mobile application data. Files such as PDF brochures and Microsoft Suite documents shall be easily uploaded and managed in the system and thus can link to web portals, native text, images, and a host of other file formats and types. CMS shall enable admin users to sort each list of content by criteria (of different types or file formats) like unique identifier, title etc. |
| 84. | Services for Citizens | The Citizen Service module, we will provide a wide range of essential services to enhance the daily lives of Thane's residents. This module includes comprehensive |

| Sl. No | Category | Minimum Requirements Specifications |
|---|---|---|
| | | city information and news updates, utility services management, real-time public transport and traffic updates, waste management scheduling, public safety and emergency services access, health and social services support, opportunities for civic engagement, information on education and job opportunities, recreational services bookings, and e-governance functionalities for accessing government documents and services. This module aims to make city services more accessible, efficient, and user-friendly for all citizens. |
| 85. | Utility Services | 1. Facilitate seamless online payments for water, professional and property tax bills.<br>2. Secure and user-friendly payment gateways for quick transactions.<br>3. Timely reminders for upcoming bill due dates to avoid late fees.<br>4. Easy application process for new utility connections.<br>5. Real-time tracking of service requests and application statuses. |
| 86. | Public Transport and Traffic Updates | 1. Access to current schedules for buses, trains and other public transport.<br>2. Real-time information on route changes and delays.<br>3. Live traffic congestion alerts to help plan commutes.<br>4. Recommendations for alternative routes to avoid heavy traffic. |
| 87. | Waste Management | 1. Access to regular garbage collection schedules for different areas.<br>2. Timely reminders to ensure residents are aware of collection days.<br>3. Easy requests for bulk waste pickup services for large or bulky items.<br>4. Options to schedule recycling pickups and manage recyclable materials.<br>5. Simple and quick reporting of illegal dumping incidents to authorities.<br>6. Ability to report other environmental issues, such as littering or pollution |
| 88. | Public Safety and Emergency Services | 1. Easily accessible contact details for police, fire, and medical emergency services.<br>2. Direct dial options to quickly connect with emergency responders.<br>3. A dedicated SOS button within the app for instant emergency help.<br>4. Automatic location sharing with emergency services upon activation.<br>5. Real-time alerts and notifications for natural disasters such as floods, earthquakes, or storms.<br>6. Information on safety measures and evacuation procedures during emergencies. |
| 89. | Health and Social Services | 1. Comprehensive directory of nearby hospitals, clinics, and healthcare providers.<br>2. Detailed information about services offered, operating hours, and contact details.<br>3. Easy appointment scheduling for regular health check-ups and vaccination services.<br>4. Automated reminders to ensure timely attendance of scheduled appointments.<br>5. Information and contact details for local old age homes, orphanages, and other social service organizations.<br>6. Resources and support options for individuals seeking social services assistance. |
| 90. | Civic Engagement | 1. User-friendly interface to report civic issues like potholes, malfunctioning streetlights, garbage accumulation, etc.<br>2. Real-time tracking of reported issues and status updates on resolutions.<br>3. Platform for citizens to participate in budget allocation decisions for community projects.<br>4. Voting mechanisms and transparent processes to involve residents in local governance.<br>5. Online forums and discussion boards for citizens to provide feedback on municipal services and policies.<br>6. Opportunities for constructive suggestions and ideas to improve community welfare and development. |

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| Sl. No | Category | Minimum Requirements Specifications |
|---|---|---|
| 91. | Education and Job Opportunities | 1. Detailed listings and profiles of schools, colleges, universities, and educational institutes in Thane.<br>2. Information on courses offered, admission procedures, fees, and contact details.<br>3. Access to current job openings and vacancies in Thane and surrounding areas.<br>4. Career counseling services to assist individuals with career planning, resume writing, and interview preparation.<br>5. Information on skill development initiatives, vocational training programs, and workshops available locally.<br>6. Resources for upgrading skills, acquiring new certifications, and enhancing employability. |
| 92. | E- Governance | 1. Online repository of government documents, forms, and information relevant to Thane residents.<br>2. Facility to download and fill out forms for various services such as birth certificates, property registration, etc.<br>3. Tracking feature to monitor the progress and status of submitted applications and service requests.<br>4. Updates on processing stages, approvals, and expected timelines for completion.<br>5. Secure digital storage for storing and managing important personal documents and certificates.<br>6. Encryption and authentication features to ensure confidentiality and protection against unauthorized access. |

### 4.9.2. Implementation schedule

| Sr | Task /Milestone for each group | Schedule (in weeks) |
|---|---|---|
| 1. | Issuance of LOI & Contract | T |
| 2. | Performance Bank Guarantee | T+2 |
| 3. | Project Initiation & Team Mobilization | T+2 |
| 4. | Submission of Inception report | T+3 |
| 5. | Submission of Software Requirement Specification (SRS) and Software Design Description (SDD) document for platform upgrade | T+4 |
| 6. | Submission of Hosting and certification plan | T+4 |
| 7. | Requirement Analysis, Proof of Concept Submission, and approval by TMC | T+8 |
| 8. | First User Acceptance Testing | T+16 |
| 9. | Incorporation of suggestions by TMC & second UAT | T+18 |
| 10. | Final UAT post incorporation of suggestions | T+20 |
| 11. | Hosting and Certification as per standards – CERTIn and STQC certification mandatory | T+21 |
| 12. | Final approval of TMC for Go-Live | T+22 |
| 13. | Upgraded platform Go-Live | T+ 24 |

### 4.9.3. Compliances to Standards

The Bidder shall make sure that the total solution/software developed complies with all the eGovernance standards published by:

- MeitY guidelines, DPDP Act 2023
- W3C & WCAG Web Accessibility Standards
- NIC
- DPIIT
- Other standards mentioned below in the table
- Cybersecurity Compliance: Verification of adherence to industry security standards, including encryption, access control, vulnerability management, and compliance with MeitY guidelines, DPDP Act 2023, and other applicable Government of India regulations.

The Technology Partner shall conduct at least one independent third-party audit annually at its own cost.
The audit report shall be submitted to TMC within 30 days of completion and include actionable recommendations for improvement. Failure to conduct or submit the audit report within the stipulated time shall attract penalties of Rs. 5000 per week delayed.

| Application | Standards |
|---|---|
| Portal Development | W3C / WCAG Specification |
| Centralized Application | e-Gov Guidelines |
| Information access/Transfer Protocols | Http/Http(s) / UDDI/ WSDL |
| Interoperability | Web Services, Open Standards |
| Information Security | ISO 27001 |
| Operation | ISO 9001 |
| Project Documentation | IEEE/ISO Specifications for documentation |
| Data Standards | All-important data entities should be in line with standards published by DIT. These can be accessed at http://egovstandards.gov.in |
| Localization Standards | Localization standards, like Font standards are notified, and available at http://egovstandards.gov.in.<br>All Applications should comply with these standards to ensure common look and feel. |

In addition to this, any modifications upgrade in the design of the platform needs to be properly documented and implemented only on approval of TMC.

## 4.10. Hosting of Upgraded DigiThane Platform

The Bidder shall be responsible for hosting and management of the upgraded DigiThane platform for the entire contract tenure of ten years, at no cost to TMC. The selection of the Cloud Hosting Service provider shall be done in consultation with Thane Municipal Corporation. The Bidder shall also ensure appropriate DC/DR infrastructure and shall have proper backup arrangements in the event of main service failure. Any failure or deviation from the SLAs with respect to hosting and maintenance of upgraded DigiThane platform shall attract penal provisions as mentioned in the relevant sections of this RFP. The bidder shall be solely responsible for all security related compliances and shall adhere to the global standards, as well as Government of India and Government of Maharashtra guidelines related to cloud hosting and management. Any security breach shall be brought to the notice of TMC immediately, and the bidder shall be responsible for providing an acceptable resolution of any such incidents.

## 4.11. Support to be provided by TMC

Thane municipal corporation will provide exclusive revenue rights to the vendor who will qualify for providing the citizen engagement services. Below are the details that as a support will be provided to the vendor for generation of its revenue from municipality's end.
The DigiThane app will act as a single-window solution offering features such as:

1. **One City One App**: The Citizen Engagement Platform (DigiThane) will be the only City App for Thane Municipal Corporation that will be utilized for providing all the Digital facilities of the corporation. Online payment of property tax, water bills, and other civic charges; grievance redressal; service requests; and real-time updates on civic amenities. All Current & Future Integrations with Municipal Applications for Citizen Engagement will be done through DigiThane App.

2. **10 years' revenue generation rights:** 10 years Revenue Generation rights will be provided to the selected agency for the revenue generated through the App and Citizen Engagement Platform (DigiThane) through 3rd Party Citizen Centric Campaigns/ Ads/Transactions. The Platform will always operate on a Freemium model where some things are free, and others need to be paid. However, G2C services shall always be free for the Citizens. All marketing and advertisements, across various channels of the platform, shall adhere to government guidelines on Public Display, Marketing and Advertising such as The Directorate of Advertising & Visual Publicity (DAVP) of Government of India or any other state government or central government guidelines, amended from time to time.

**A. Collection from Municipal Revenue Streams (FY 2024-25):**

| Sr. No. | Revenue Stream | Collection (INR) |
|---|---|---|
| **1.** | Property Tax Collection | ₹ 791 Cr |
| **2.** | Water Metered Collection | ₹ 86 Cr |
| **3.** | Water Non-Metered Collection | ₹ 48 Cr |
| **4.** | City Facilitation Charges (CFC) | ₹ 963 Cr |

**B. Collection from Municipal Revenue as per Budget Heads (FY 2024-25):**

| Sr. No. | Budget Head | Amount (₹ in Lakhs) |
|---|---|---|
| 1 | Municipal Tax & Fees | 72,402.48 |
| 2 | Octroi/Local Body Tax | 1,157.69 |
| 3 | Advertisement Department | 1,275.85 |
| 4 | Town Development Department | 58,518.67 |
| 5 | Public Works Department | 1,863.22 |
| 6 | Fire Brigade | 6,748.84 |
| 7 | Estate Department | 2,349.11 |
| 8 | Solid Waste Management | 59.51 |
| 9 | Encroachment Department | 356.90 |
| 10 | Auditorium | 369.67 |
| 11 | Swimming Pool | 171.20 |
| 12 | Sports Cell | 450.41 |
| 13 | Chhatrapati Shivaji Maharaj Hospital | 77.99 |
| 14 | Rajiv Gandhi Medical College | 314.05 |
| 15 | Mrs. Meenatai Thackeray Nursing Training Institute | 1.59 |
| 16 | Health Department | 256.60 |
| 17 | Cattle Pound | 0.40 |
| 18 | Birth and Death Registration Department | 46.28 |
| 19 | Market, Slaughter House, Veterinary Department | 25.97 |
| 20 | Social Development Department | 10.22 |
| 21 | License Department | 70.39 |
| 22 | Education Department | 94.85 |
| 23 | Audit Department | - |
| 24 | Pollution Control Department | 72.43 |
| 25 | Tree Authority | 832.07 |
| 26 | Miscellaneous Income | 6,500.30 |
| 27 | Water Supply Charges | 13,969.74 |
| 28 | Water Supply Department | 917.81 |
| 29 | Drainage | 25.64 |
| **30** | **Municipal Income (1 to 29)** | **1,68,939.88** |

3. **TMC "Program Owner" & "Platform Champion":** TMC shall provide internal project owners who will provide support in sharing the regular City Updates. Two responsible stakeholders will be provided by TMC to own and support the project.

   **Program Owner:** He / She will b*e a Citizen Champion within TMC to facilitate the success of TMC's DigiThane Platform by achieving Citizen Centric Governance. Activities that the **Program Owner** will be performing are as follows:*

   - Will provide content of TMC to be posted on the Platform before any other outside entity.
   - Will be helping to route the benefits from TMC to Citizens through DigiThane platform.
   - Will use DigiThane wherever possible while engaging with Citizens from any department for driving Registration of People and getting their info for TMC.
   - Will be responsible to drive Participatory Governance

**Platform Champion:** He / She will be the Champion to carry out Integrated Services Architecture of One City One App and Chief Custodian of Citizen Data. Brief Activities he needs to perform shall include:

- He / She will provide consolidate and provide all existing TMC Citizen Data
- He / She will ensure Digitization of all TMC Services
- He / She will be facilitating integration of all Digitized TMC Services on DigiThane

4. **Coordination Support:** TMC will provide coordination support through the Program Owner / Platform Champion while connecting with various other internal Departments & other Govt entities (Police, Traffic etc.) for City updates, citizen engagement activities, etc.

5. **Digital Data Support:** TMC will provide access to Digital Data of TMC customers from various Departments within 30 days of the GO LIVE of the extended project.

6. **Seating arrangement for 10 resources:** TMC will provide / extend seating space for the Citizen Engagement Team for the operations and execution of the Citizen Engagement related activities for the entire contract period along with a meeting room to host 10 people for Webinars/Merchant Meetings etc.

## 4.12. Revenue Sharing Mechanism

1. The selected agency shall collect all revenue generated from DigiThane Citizen Engagement Project in an Escrow Account. The selected agency and TMC shall enter into an Escrow Agreement. The costs associated with operationalizing such an escrow shall be borne by the selected agency.
   The Selected Agency may explore revenue generation opportunities through, but not limited to, the following:
   a) **Advertisements model-** Local Businesses Promotion, Realty projects, Push Notifications, Promoted Offers
   b) **Digital Services-** Survey, Polls, Classifieds, Articles, Convenience Fee
   c) **Events-** Festivals, Product Launch, Project Launch, Exposition, Tourism
   d) **Subscription model –** Monthly, Quarterly, Half Yearly, Yearly, Packages
   e) **Financial Services-** Insurance Upselling, Cashback on payments, Affiliate Marketing, Professional Fees

2. The "**Normalized Annual Revenue**" shall be equivalent to the "**(Projected Annual Revenue per Annum x % Gross Revenue Share to TMC) + Minimum Guaranteed Revenue per Annum to TMC**" quoted by the bidder under Section 6.3 Annexure M: Commercial Bid Format. (For Bidder selection purpose only).

3. The Selected Agency is **exempted from sharing revenue for the first two years of the contract**, starting the contract commencement date i.e., Year 1 and Year 2.

4. The selected agency shall be responsible for recording all Revenue in the Escrow account from the date of contract. All the Revenue is mandated to be maintained in the mentioned Escrow Account. Any deviations to the same shall lead to cancellation of the contract with the bidder and action thereof. TMC or its nominated representatives reserves the right to conduct periodic/ad hoc audit of the escrow account.

5. The selected agency shall maintain proper accounting of all transactions adhering to relevant standards and submit a Quarterly Report to TMC at the end of each quarter duly certified by a Chartered Accountant.

6. The selected agency shall submit periodically the audited account statements of the revenue earned through DigiThane Citizen Engagement Project as and when required by TMC.

7. At the end of every quarter, TMC shall release the revenue share of the bidder, after deducting the amount equivalent to quarterly payable sum of "Actual revenue share of TMC" committed to TMC.
   The Annual Revenue payable to TMC shall be calculated on the basis of Actual Gross Revenue generated through the DigiThane platform. Accordingly, the Annual Revenue to TMC shall be:

   **Annual Revenue share of TMC = (Actual Gross Revenue × % Gross Revenue Share) + Minimum Guaranteed Revenue per Annum (if quoted)**

8. At the end of every year, the reconciliation of the "Actual revenue share of TMC" received by TMC throughout the year shall be carried out by selected agency and submitted to TMC.

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9. In case of "Actual revenue share of TMC" received by TMC throughout the year is less than the "Minimum Guaranteed Revenue per Annum to TMC" quoted by the bidder under Section 6.3 Annexure M: Commercial Bid Format, then the selected agency shall make payment of such deficit amount to TMC within 15 days, failing which TMC shall execute the Performance Bank Guarantee to the extent of deficit amount and TMC shall collect interest from the selected bidder on such amounts. Once the amount under this clause is debited, the selected agency shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by TMC failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of TMC.

10. TMC reserves the right to modify the engagement model at any given time as deemed fit as per mutually agreed terms and conditions between the selected agency and TMC in larger Public Interest. However, TMC's decision shall be final and binding upon the selected agency.

11. TMC reserves the right to display digital advertisements and government schemes related information through DigiThane Citizen Engagement Project. The Selected Agency shall display such digital advertisements as directed by TMC at free of cost to TMC.

## 4.13. Penalties for non-adherence to the Scope and timelines

At the end of each quarter, Service provider shall submit a report on the committed quarterly as indicated in the scope of work of this RFP. If the service provider has deviated from the scope of work, wherein the quarterly services delivered are lower than the quarterly service commitment, then penalty shall be charged as per the table below:

| Sr | Deviation | Penalty Applicable as a percentage of PBG Amount |
|---|---|---|
| 1. | Up to 5% | 5% |
| 2. | 5.1% up to 10% | 10% |
| 3. | More than 10.1% up to 12% | 12% |

In the event where the delay is inordinate, and the penalty exceeds 12%, TMC has right to terminate the contract, in line with the conditions stipulated in the RFP. Please note that these penalties are in addition to the SLAs defined in the RFP.

**Monthly deliverables of the communication are as follows:**

Municipality event and updates needs to be posted on the portal as and when received from municipality. The post needs to be made LIVE within 2 working days post approval from corporation. Other communication and related deliverables during the month that shall be made is as below:

| Sr | Content Head | Monthly Deliverables |
|---|---|---|
| 1. | Social Media posts | 180 Posts |
| 2. | Image Designs | 125 Images |
| 3. | Text Messages | 80 Messages |
| 4. | Corporation Message/Updates/ advisory/ Best Practices Video | 5 videos |
| 5. | Live Citizen interactions/Webcast/ Facebook Live / Instagram Live | 5 sessions |
| 6. | Customized campaigns (includes creation on posters, videos, etc depending on message to be communicated and relevant target group) | 3 campaigns |
| 7. | Digital Surveys | As per requirement of TMC |
| 8. | Citizen Response Reports on Govt Communication | 3 category wise reports (1 per month) |

## 4.14. Exit Clause

TMC will also make a provision for Exit clause, at the end of the contract, or within four-month notice in case of contract termination, pursuant to the clauses of the RFP.

1. Data center/infra: Bidder shall be responsible for hosting and managing the platform. At the end of the contract or in the event of termination, bidder shall be responsible for migration of the entire platform, without loss of any data and performance, and hand it over to the incoming implementation partner or TMC, as agreed at that point of time.
2. The Bidder is expected to invest into the project for a few years and will be able to generate revenue and make the project sustainable only after a few years of investment, hence TMC can terminate the contract only incase of communication services as per table of deliverables is not provided for a continuous period of 3 months (to be counted post official communication via email by TMC to the bidder). In such a case, after the said 3 months and a 1-month notice period thereafter, Bidder shall transfer the project to TMC.
3. Any payment gateway, envisaged to be used on this platform, shall be responsibility of the bidder. In the event of contact termination or conclusion, successful migration to be managed and ensured by the bidder.
4. TMC shall ensure that all current and future citizen facing applications shall integrate with the proposed citizen engagement platform. Bidder shall be responsible to ensure technical feasibility for any such integration.
5. TMC reserves the right to appoint a third-party auditor to validate revenue reporting. The bidder shall provide full access to financial data.
6. All citizen data, usage analytics, revenue data, and DigiThane platform source code shall remain the exclusive property of TMC.
7. At the time of exit, the bidder shall handover and transfer entire data generated and captured through Citizen Engagement System to the representatives of TMC. Data shall include entire database schema along with database design document.
8. Bidder shall hand over:
   - full source code
   - database dumps
   - API documentation
   - all monetization partner agreements
   - administrator access credentials
   - ongoing contracts with advertisers and vendors.

9. Under-reporting of revenue shall attract a penalty of 3× the differential amount plus termination of contract.
10. Any future service, feature or integration that generates revenue shall automatically fall under revenue share terms without separate tender.
11. Vendor shall follow TMC communication SOP and obtain approval for all major communication campaigns, especially revenue-linked promotions
12. The limitation of liability shall not apply in cases of fraud, willful misconduct, or deliberate misreporting of revenue
13. Exit management process shall be carried out as per the Exit Management Schedule provided in Section IV - General Conditions of Contract of the RFP.

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# Section – III

# ANNEXURE TO RFP

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# 5. Annexure I: Format for Technical Bid

## 5.1. Annexure A: Pre-Qualification Bid Letter

*(To be submitted on the Letterhead of the Lead Bidder)*

To,
**Chief Information and Technology Officer (IT Department)**
Thane Municipal Corporation, Almeda Road
Pachpakhadi,
Thane - 400602

Sir,

**Subject: Selection of Technology Partner For Development, Upgradation, Implementation, Operations & Maintenance of DigiThane Citizen Engagement Platform.**

**Reference**: Tender No**: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

We, the undersigned Bidders, having read and examined in detail all sections of the RFP document in respect of **Selection of Technology Partner For Development, Upgradation, Implementation, Operations & Maintenance of DigiThane Citizen Engagement Platform**, do hereby propose to provide the solutions and services as specified in the Tender document number **<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>.**

We are hereby submitting our Pre-Qualification Bid, which also includes the following:

- Supporting Information for Pre-Qualification Conditions
- Bid Security of the prescribed amount and validity
- Board Resolution / Authorization letter in favor of the authorized signatory

We hereby declare that all the information and statements made in the Pre-Qualification related documents are true and accept that any misinterpretation contained in it may lead to our disqualification.

We also agree to hold in trust any Confidential Information received by us as part of the tendering process, we shall maintain strict confidentiality in respect of such Confidential Information and in no event a degree of confidentiality less than we use to protect our own confidential and proprietary information.

We confirm having submitted the information as required by TMC in Qualification Criteria. In case TMC require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to TMC's satisfaction.

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

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

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

Yours sincerely,

Thanking you,

Yours faithfully,

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(Signature of the Bidder)
Printed Name
Designation
Seal:
Date:
Place:
Business Address:

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## 5.2. Annexure B: Supporting Information for Pre-Qualification Conditions

The Bidder is required to fill relevant information in the format given below. The pre-qualification bid must contain documentary evidence and supporting information to enable purchaser to evaluate the eligibility of the Bidder without ambiguity.

1. Information of the Bidder

| Sr. No. | Pre-qualification Criteria | Documentary Evidence provided | Reference in bid |
|---|---|---|---|
| 1. | Bidder. PQ. 1 | | |
| 2. | Bidder. PQ. 2 | | |
| 3. | Bidder. PQ. 3 | | |
| 4. | … | | |
| 5. | … | | |

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal:
Date:
Place:
Business Address:

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## 5.3. Annexure C: Technical Bid Letter

*(To be submitted on the Letterhead of the Lead Bidder)*

To,
**Chief Information and Technology Officer (IT Department)**
Thane Municipal Corporation, Almeda Road
Pachpakhadi,
Thane – 400602

Sir,

**Subject: Selection of Technology Partner For Development, Upgradation, Implementation, Operations & Maintenance of DigiThane Citizen Engagement Platform**

**Reference**: Tender No**: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

We, the undersigned Bidders, having read and examined in detail all the Tender document in respect of **Selection of Technology Partner For Development, Upgradation, Implementation, Operations & Maintenance of DigiThane Citizen Engagement Platform** do hereby propose to provide the solutions and services as specified in the Tender document number **<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:**

1. **Bid Security (EMD)**

We have paid EMD of INR _____online, as required in the RFP, and have enclosed the receipt payment receipt, This Bid Security is liable to be forfeited in accordance with the provisions of this RFP.

2. **CONTRACT PERFORMANCE GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the RFP.

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

We also agree to hold in trust any Confidential Information received by us as part of the tendering process, we shall maintain strict confidentiality in respect of such Confidential Information and in no event a degree of confidentiality less than we use to protect our own confidential and proprietary information.

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

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

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

Thanking you,

Yours faithfully,
(Signature of the Bidder)
Printed Name
Designation

Seal
Date:
Place:
Business Address:

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## 5.4. Annexure D: Bidder Details

| S. No. | Area of the details to be provided | | Responding LB (Lead Bidder) Details to be provided | | | Consortium Details to be provided | | |
|---|---|---|---|---|---|---|---|---|
| 1 | Name of the Bidder | | | | | | | |
| 2 | Address of the Bidder | | | | | | | |
| 3 | Telephone number of the Bidder | | | | | | | |
| 4 | Bidder's Bid number and date | | | | | | | |
| 5 | Name of the contact person to whom all references shall be made | | | | | | | |
| 6 | Designation of the person to whom all references shall be made | | | | | | | |
| 7 | Address of the person to whom all references shall be made | | | | | | | |
| 8 | E-mail address of the Bidder | | | | | | | |
| 9 | Telephone number of the Bidder | | | | | | | |
| 10 | Website of the Bidder | | | | | | | |
| 11 | Central Service Tax No. | | | | | | | |
| 12 | GST No. | | | | | | | |
| 13 | PAN No. | | | | | | | |
| 14 | Annual Turnover during last three financial Years 2021-22, 2022-23, 2023-24 | | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2021-22 | FY 2022-23 | FY 2023-24 |
| | | | | | | | | |
| 15 | Income Tax Paid during the last three financial Years 2021-22, 2022-23, 2023-24 | | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2021-22 | FY 2022-23 | FY 2023-24 |
| | | | | | | | | |
| 16 | Details of ownership of the Bidder (Name and Address of the Board of Directors, Partners, etc.) | | | | | | | |
| 17 | Name of the authorized signatory who is authorized to quote in the tender and enter into the contract (Power of Attorney to be submitted) | | | | | | | |
| 18 | Type of Bidder like Pvt. Ltd., Partnership Firm, etc. | | | | | | | |
| 19 | Locations and addresses of the offices | | | | | | | |
| 20 | Name and contact details of the Project Manager | 1. Name of the Project Manager assigned | | | | | | |
| | | 2. Contact details viz; telephone number, official address of the Project Manager assigned. | | | | | | |

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal:

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Date:
Place:
Business Address

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## 5.5. Annexure E: Approach and Methodology for Implementation of the Technical Solution

The approach and methodology shall consist of the following elements, at the minimum:

1. Clarity and depth of understanding of the project's objectives, scope and requirements as shown by the Bidder in technical presentation or solution document.
2. Bidder's understanding of communication needs of various municipal departments, and experience of multiple Municipal department communication.
3. Bidder's understanding of various components of the project and operations/communication strategy proposed.
4. Tentative communications plan proposed by Bidder.
5. Innovative ideas for revenue augmentation and creation of additional revenue streams from DigiThane

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal:
Date:
Place:
Business Address:

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## 5.6. Annexure F: Detailed Work plan and Staffing Plan

1. The Bidder shall provide a detailed project plan with timelines, resource allocation, milestones etc. for carrying out the scope of work activities.
2. The project plan should clearly indicate the deliverables at each milestone in the project and staffing deployment of all resources.
3. The Approach and Methodology should capture, in detail, all the activities enlisted in the project plan.

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal:
Date:
Place:
Business Address:

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## 5.7. Annexure G: Manpower details

1. The Bidder should provide a detailed resource deployment plan in place to ensure that technically qualified staff is available to deliver the project.
2. The Bidder should provide the summary table of details of the manpower that will be deployed on this project along with detailed CVs of each onsite personnel as per Annexure H

| Sr No | Team | Name | Designation | No. months employed with Bidder on their payroll |
|---|---|---|---|---|
| 1 | Project Management Team (1 No) | | | |
| 2 | Content Development Team (1 No) | | | |
| 3 | Social Media Expert (1 No) | | | |
| 4 | Helpdesk Team 1 | | | |
| 5 | Helpdesk Team 2 | | | |
| 6 | Helpdesk Team 3 | | | |
| 7 | Helpdesk Team 4 | | | |

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal:
Date:
Place:
Business Address:

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## 5.8. Annexure H: Profile of Personnel

<table>
<tr><td>1.</td><td>Name of the employee</td><td colspan="4"></td><td>Photo</td></tr>
<tr><td>2</td><td>Proposed position</td><td colspan="5"></td></tr>
<tr><td>3</td><td>Designation</td><td colspan="5"></td></tr>
<tr><td>4</td><td>Date of Birth</td><td colspan="5"></td></tr>
<tr><td>5</td><td>Nationality</td><td colspan="5"></td></tr>
<tr><td>6</td><td>Total years of relevant experience</td><td colspan="5"></td></tr>
<tr><td>7</td><td>Certifications</td><td colspan="5"></td></tr>
<tr><td>8</td><td>Education</td><td colspan="5"><table><tr><th>Qualification</th><th>Name of School / College / University</th><th>Degree Obtained</th><th>Date Attended</th></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>9</td><td>Language</td><td colspan="5"><table><tr><th>Language</th><th>Read</th><th>Write</th><th>Speak</th></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>10</td><td>Employment Record</td><td colspan="5"><table><tr><th>Employer</th><th>Position</th><th>From</th><th>To</th></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>(Starting with present position list in reverse order)</td></tr>
<tr><td>12</td><td>Relevant Experience</td><td colspan="5">(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments).<br><br>(Details shall be provided as per the number of project experience in the evaluation criteria specified in the RFP. Bidders are expected to clearly state the total number of projects for the respective criterion as applicable.)<table><tr><td>Name of Assignment/Project</td><td></td></tr><tr><td>Year</td><td></td></tr><tr><td>Location</td><td></td></tr><tr><td>Client</td><td></td></tr><tr><td>Main project features</td><td></td></tr><tr><td>Positions held</td><td></td></tr><tr><td>Activities performed</td><td></td></tr></table></td></tr>
<tr><td>12</td><td>Certification</td><td colspan="5">I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience.<br><br>Date:<br>Place Signature of the Authorized Signatory</td></tr>
</table>

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## 5.9. Annexure I: Details of Experience of responding firm

As per the format below, the Bidder should provide information for each project being submitted for pre-qualification and technical evaluation criteria.

| Sr. No. | Items | Details |
|---|---|---|
| **General Information** | | |
| 1. | Client Name | |
| 2. | Type of Client (State Government / Central Government / Semi Government/ Corporation / PSU departments in India/Other) | |
| 3. | Name of the contact person and contact details for the client of the assignment | |
| 4. | Whether client visit can be organized | (YES / NO) |
| **Project Details** | | |
| 5. | Project Title | |
| 6. | Start Date and End Date | |
| 7. | Date of Go-Live | |
| 8. | Total Cost of the project | |
| 9. | Current Status (Live / completed / on-going / terminated / suspended) | |
| 10. | Solution is accessible through Web and Android Mobile application and iOS Mobile application, please mention (Yes/No) | (YES / NO) |
| 11. | Please mention quantity of downloads of Citizen Engagement Platform | |
| 12. | Please mention the name of Social Media channels accounts handled as an admin for State Government / Central Government / Semi Government/ Corporation / PSU departments in India | |
| 13. | Please indicate whether the client is currently using the implemented solution | |
| **Size of the project** | | |
| 14. | Number of total users and concurrent users of the solution at the client location(s): | Total users<br>Concurrent users |
| 15. | Security features implemented - Password-based / Role-based / Digital certificates / signature, encryption, public key system, LDAP server, single sign-on etc. | |
| 16. | Training responsibilities of Bidder | |
| 17. | Any other information to be shared with Purchaser | |
| **Enclosures Required** | | |
| **Enclosure A:** *Narrative Description of the Project* | | |
| **Enclosure B:** *Detailed Description of actual services provided by your company:* | | |
| **Enclosure C:** *Documentary Proof* | | |

Note: TMC team may like to visit the some of the reference sites to understand the project details. Details of about 2-3 reference sites should be provided. The Bidder should confirm from the client that a visit of TMC team to their site could be arranged.

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal:
Date:
Place:
Business Address:

## 5.10. Annexure J: Declaration for Non-blacklisting.

To,
**Chief Information and Technology Officer (IT Department)**
Thane Municipal Corporation, Almeda Road
Pachpakhadi,
Thane - 400602

**Subject:** Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any State or Central Government or Public Sector Units in India as on last date of submission of the Bid

Dear Sir,

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 Commercial Quote/Proposal or convicted of economic offence in India for any reason as on last date of submission of the Quotation/Proposal.

We hereby also declare that

1. We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; Or
2. We have not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract ;
3. We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU in India in last 3 years;
4. We have not violated the code of integrity in last 2 years;
5. Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in last 2 years;
6. We have not withdrawn our Proposal/Quotes post submission of the same. (maximum incidents are limited to 3)
7. If Owner / Partner / Director / Trustee of the organization is Owner / Partner / Director / Trustee of any other organization
    a. We hereby declare that Our Owner / Partner / Director / Trustee are not Owner / Partner / Director / Trustee of any other organization which is presently blacklisted / Banned / Suspended by the Government / Semi-Government / PSUs, and any other organization to which the provisions of GoM GR dated 01.12.2016 are applicable.
8. We declare that we comply with all clauses mentioned under section 5.8.5 of GoM GR dated 01.12.2016.
9. We accept that in case of any irregularity, lapses, non-compliances, TMC's decision shall be final and binding on us

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation

Seal
Date:
Place:
Business Address:

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# 6. Annexure II: Format for Commercial Bid

## 6.1. Annexure K: Commercial Bid Letter

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

To,
**Chief Information and Technology Officer**
**(IT Department)**
Thane Municipal Corporation,
Almeda Road, Pachpakhadi,
Thane – 400602

Sir/ Madam,

**Subject: Selection of Technology Partner For Development, Upgradation, Implementation, Operations & Maintenance of DigiThane Citizen Engagement Platform**

**Reference**: Tender No**: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of **Subject: Selection of Technology Partner For Development, Upgradation, Implementation, Operations & Maintenance of DigiThane Citizen Engagement Platform** do hereby propose to provide services as specified in the Tender documents number **<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

**1) VALIDITY**
a) All the commercial details mentioned in our Tender are in accordance with the terms as specified in the Tendered documents. All the commercial and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of submission of the Tenders
b) We hereby confirm that our Tender Commercials include all taxes. However, all the taxes are quoted separately under relevant sections.

**2)** We have studied the clause relating to Indian Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altercated under the law, we shall pay the same.

**3) Earnest Money Deposit**
a) We have paid EMD of INR _____online, as required in the RFP, and have enclosed the receipt payment receipt, This Bid Security is liable to be forfeited in accordance with the provisions of this RFP.

**4) QUALIFYING DATA**
a) We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

**5) CONTRACT PERFORMANCE GUARANTEE BOND**
a) We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the RFP.

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

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

We confirm that no technical deviations are attached here with this commercial offer.

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Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal:
Date:
Place:
Business Address:

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## 6.2. Annexure L: Bidder Particulars for Commercial Bid

| S. No. | Area of the details to be provided | | Responding Firm's / Company Details to be provided | | |
|---|---|---|---|---|---|
| 1 | Name of the Bidder | | | | |
| 2 | Address of the Bidder | | | | |
| 3 | Telephone number of the Bidder | | | | |
| 4 | Bidder's Tender number and date | | | | |
| 5 | Name of the contact person to whom all references shall be made regarding this Bid | | | | |
| 6 | Designation of the person to whom all references shall be made regarding this Bid | | | | |
| 7 | Address of the person to whom all references shall be made regarding this Bid | | | | |
| 8 | Website and e-mail address of the Bidder | | | | |
| 9 | Fax number of the Bidder | | | | |
| 10 | Telephone number of the Bidder | | | | |
| 11 | Details of Registration | Registration Number of the Bidder. | | | |
| | | Name of the place of registration. | | | |
| | | Date when the company was registered. | | | |
| | | Product /Service for which registered | | | |
| | | Validity Period, if applicable. | | | |
| 12 | Central Service Tax No. | | | | |
| 13 | VAT/Service Tax No. | | | | |
| 14 | PAN No. | | | | |
| 15 | Annual Turnover during last three financial Years 2021-22, 2022-23, 2023-24 | | FY 2021-22 | FY 2022-23 | FY 2023-24 |
| | | | | | |
| 16 | Income Tax Paid during the last three financial Years 2021-22, 2022-23, 2023-24 | | FY 2021-22 | FY 2022-23 | FY 2023-24 |
| | | | | | |
| 17 | Details of ownership of the Bidder (Name and Address of the Board of Directors, Partners, etc.) | | | | |
| 18 | Name of the authorized signatory who is authorized to quote in the Bid and enter into the rate contract (Power of Attorney to be submitted) | | | | |
| 19 | Name of the Bankers along with the branch (as appearing in MICR cheque) & Account No. | | | | |
| 20 | Status of Bidder like Pvt. Ltd. etc. | | | | |
| 21 | Locations and addresses of the offices. | 1. The corporate address | | | |
| | | 2. The official address of the service delivery center. | | | |
| 22 | Name and contact details of the Project Manager | 1. Name of the Project Manager assigned | | | |
| | | 2. Contact details viz; telephone number, official address of the Project Manager assigned. | | | |

Thanking you,
Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal:
Date:
Place:
Business Address:

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## 6.3. Annexure M: Commercial Bid Format

### 6.3.1. Fixed Costs for Development, Upgradation & O&M Costs (Mandatory)

| Sr | Cost Component | Unit | Qty | Amount (₹) / Year (inclusive of all taxes) | Amount (₹) for 10 Years |
|---|---|---|---|---|---|
| 1 | Development of DigiThane Platform | Lump sum | 1 | | |
| 2 | O&M of Platform | Yearly | 10 | | |
| 3 | Onsite Team Deployment | Yearly | 10 | | |
| 4 | Program Management Cell | Yearly | 10 | | |
| 5 | Content Management Cell | Yearly | 10 | | |
| 6 | Benefit Management Cell | Yearly | 10 | | |
| 7 | Helpdesk Cell | Yearly | 10 | | |
| 8 | Hosting & Cloud Infra | Yearly | 10 | | |
| **(A) Total Fixed Cost (including all taxes) for 10 Years:** | | | | | |

The bidder must submit fixed cost for financial due diligence.
{Total Fixed Cost including GST for 10 Years will be considered for Performance Bank Guarantee (PBG)}

### 6.3.2. Revenue-Share Offer

**Bidder with highest "Normalized Revenue per annum" will be ranked H1.**

| Service Description | A | B | C | D |
|---|---|---|---|---|
| | **Projected Annual Revenue per Annum (Only for evaluation of bids)** | **% Gross Revenue Share to TMC (Mandatory for bidders) (%)** | **Minimum Guaranteed Revenue per annum to TMC (Optional for bidders) (INR)** | **Normalized Revenue per annum**<br><br>**D = (A x B) + C** |
| Development, Upgradation, Implementation, Operations & Maintenance of the DigiThane citizen engagement platform for a period of 10 years on self-sustenance model, including the activities mentioned in the RFP, on revenue-sharing model | ₹ 50,00,000/- | | | |

(A) Projected Annual Revenue per Annum is considered by TMC only for evaluation of bids to ensure apple to apple comparison of the bids. This will be kept same for all bidders. This revenue is hypothetical and is not a commitment and will not be used for payment.

(B) % Gross Revenue Share to TMC shall be mandatory filled in by the bidders. Percentage % quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. Number quoted in the column B will be considered as percentage.

(C) Minimum Guaranteed Revenue to TMC may or may not be entered by the bidder. In case, bidder does not wish to commit guaranteed revenue then bidder shall mention zero. Negative values are not allowed. Minimum revenue share Per Year will be in Indian Rupees (INR) only.

### 6.3.3. Normalized Financial Score Calculation

TMC will evaluate the bidder through a comparative financial scoring model, ensuring fairness.

### 6.3.4. Normalized Annual Revenue to TMC

**Normalized Annual Revenue = (Projected Annual Revenue per Annum x % Gross Revenue Share to TMC) + Minimum Guaranteed Revenue per Annum to TMC**

For example:

| Bidder | Projected Annual Revenue per year | % Gross Revenue Share to TMC | Minimum Guaranteed Revenue per Annum to TMC | Normalized Revenue Calculation | Normalized revenue per Annum for evaluation |
|---|---|---|---|---|---|
| 1 | ₹ 50,00,000 | 15% | ₹ 1,00,000 | (50,00,000 x 0.15) + 1,00,000 | ₹ 8,50,000 |
| **2** | **₹ 50,00,000** | **20%** | **₹ 0** | **(50,00,000 x 0.20) + 0** | **₹ 10,00,000** |
| 3 | ₹ 50,00,000 | 10% | ₹ 3,00,000 | (50,00,000 x 0.10) + 3,00,000 | ₹ 8,00,000 |

In above example, bidder 2 with highest normalized value will be selected.

### 6.3.5. Final Commercial Score (H1 Selection)

**Bidder with highest "Normalized Revenue per annum" will be ranked H1.**

If two or more bidders quote the same value of **Normalized Annual Revenue to TMC**, the following tie-breaking mechanism shall apply. First, the bidder with the lower **total Fixed Cost for the 10-year period** shall be given preference. If the tie still persists, the bidder offering the **higher Percentage Revenue Share (%)** to TMC shall be ranked higher. If the tie continues even thereafter, the bidder with the **higher Technical Score** shall be selected. If all three parameters remain identical, TMC reserves the right to take a final decision, including calling for revised commercial offers from the tied bidders.

If two bidders quote the same revenue:

1. Lower Fixed Cost (A) = Higher Rank
2. If still tied → higher % share wins
3. If still tied → technical score will be considered

We hereby declare that:

- All commercial values quoted are firm for the duration of the contract.
- Revenue share values are exclusive and unconditional.
- TMC reserves the right to verify financials, ask for clarifications, and negotiate.
- We agree that TMC will evaluate bids solely based on the formula provided in this Annexure.
- We accept that the bidder with highest Normalized Revenue shall be selected as H1.
- We agree to provide the Performance Bank Guarantee as defined in the section 2.34 Performance Bank Guarantee (as per Annexure N).
- A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.
- The mechanism of revenue sharing shall be as defined in the Section 4.12 "Revenue Sharing Mechanism" in RFP.
- **The Commercial Bid Format shall be submitted online ONLY.**

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# 7. Annexure III: Other Annexures

## 7.1. Annexure N: Proforma for Bank Guarantee for Contract Performance

Ref: _____ Date _____

Bank Guarantee No. _____

To
**Chief Information and Technology Officer (IT Department)**
Thane Municipal Corporation, Almeda Road
Pachpakhadi,
Thane - 400602

1. Against contract vide Advance Acceptance of the Tender No. _____ dated _____ covering _____(hereinafter called the said "Contract") entered into between to Thane Municipal Corporation (TMC) (hereinafter called "the Purchaser") and _____ (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we ----------Bank Ltd., are holding in trust in favor of the Purchaser, the amount of _____(write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____hereinafter called the said date and that if any claim accrues or arises against us _____Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time off from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

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6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____

Place _____ Signature _____

Witness _____ Printed name _____

**(Bank's common seal)**

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## 7.2. Annexure O: Proforma for Contract

THIS AGREEMENT made the _____day of _____202--

BETWEEN

Thane Municipal Corporation (hereinafter referred to as "the Purchaser") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

The Party _____(hereinafter referred to as "the Agency (AGENCY)") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at _____of the Second Part.

WHEREAS

(a) The Purchaser had invited Tenders vide their Tender _____(hereinafter referred to as 'Tender Document') for **Selection of Technology Partner For Development, Upgradation, Implementation, Operations & Maintenance of DigiThane Citizen Engagement Platform**

(b) The AGENCY had submitted its proposal dated _____ (hereinafter referred to as the 'Tender') for the provision of such services in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and this Contract.

(c) The Purchaser has agreed to appoint the AGENCY for the provision of such services and the AGENCY has agreed to provide services as are represented in the Tender, including the terms of this Contract, the Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations, and clarifications in relation to the implementation of the scope of work.

(d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

    a. the Scope of Work
    b. the General Conditions of Contract
    c. the Service Level Agreement (SLA)
    d. the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the AGENCY as hereinafter mentioned, the AGENCY hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the AGENCY in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, Sealed and Delivered by the said _____
(For the Purchaser in the presence of: _____(WITNESS)

Signed, Sealed and Delivered by the said _____
(For the AGENCY) in the presence of: _____(WITNESS)

Note:

- The stamp duty payable for the contract shall be borne by the MSP
- The above Proforma of Contract is only indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by the Purchaser after final selection of the agency

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# Section – IV
# GENERAL CONDITIONS OF CONTRACT

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# 8. General Contract Conditions

## 8.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

1) The "Purchaser" shall mean the Thane Municipal Corporation ('TMC'), and its successors and assignees.
2) The "Bidder" shall mean the Organization(s) on whose behalf the tender response has been submitted.
3) The "Selected Bidder" shall mean the Organization(s) selected by Purchaser as a result of the tendering process described in this tender document.
4) "Goods" means all of the software, products accessories and/or other material / items which the Bidder is required to install and maintain under the contract. Goods also mean the hardware that the Bidder intends to request TMC for purchase/ Rent/Lease for successful implementation of the solution other than the already procured hardware by TMC.
5) "Intellectual Property Rights ('IPR')" 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')" means the owner of the IPR or manufacturer of Goods for any equipment /system / software / product which is providing such goods to the Purchaser under the scope of this Tender / Contract.
7) "Business Day" means any day that is not a Sunday or a public holiday and starts at 9.30 AM.
8) "Parties" means the Purchaser, The Bidder, Application Service Provider and OEM and "Party" means either of the Parties.
9) "Confidential Information" 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:
10) is by its nature confidential or by the circumstances in which it is disclosed confidential; or
11) is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
12) but does not include information which is or becomes public knowledge other than by a breach of this Contract;
13) "Contract" 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.
14) "Contract Value" means the commercial amount agreed between the Bidder and the Purchaser under this Contract for the full and proper performance of its contractual obligations. The Contract Value shall be equal to the total Bid Price.
15) "Commercial Off-The-Shelf ('COTS')" refers to software products that are ready-made and available for sale, lease, or license to the general public.
16) "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
17) "Effective Date" means the date on which this Contract comes into force. This Contract shall come into force and effect on the date (the "Effective Date") of the Purchaser's notice to the Bidder instructing the Bidder to begin carrying out the activities.
18) "Services" 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.
19) "Software" refers to all application Software components that are required to cater to functional requirement specifications - Core application as well as others; and any system component that is required for the functioning of TMC systems' as per the requirements and SLAs

## 8.2. Interpretation

In this Contract unless a contrary intention is evident:

a. the clause headings are for convenient reference only and do not form part of this Contract;
b. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

c. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
d. a word in the singular includes the plural and a word in the plural includes the singular;
e. a word importing a gender includes any other gender;
f. a reference to a person includes a partnership and a body corporate;
g. a reference to legislation includes legislation repealing, replacing or amending that legislation;
h. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
i. in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

## 8.3. Scope of Contract

Scope of the Contract shall be as defined in Section: Scope of Work and Annexes thereto of this tender.

## 8.4. Key Performance Measurements

a. Unless specified by the Purchaser to the contrary, the Bidder shall deliver the goods, perform the Services, and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreement.
b. If the Contract / Service Specification include more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
c. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.

## 8.5. Commencement and progress

a. The Bidder shall subject to the fulfillment of the conditions precedent set out in this tender, commence the performance of its obligations in a manner as specified in the Scope of Work.
b. 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.
c. 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's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
d. The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted 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 employ 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.
e. The Bidder's goods provided / services must adhere to certain Indian or International standards and frameworks such as ISO, CMMI. The standard must be accomplished through a certification. The Bidder must provide the compliance certification with the latest standard available in the market. Delivery of the Goods shall be made by the Bidder in accordance with the terms specified by the Purchaser in its Notification of Award / Purchase Order.

## 8.6. Sub – Contract

a. The Bidder shall not be permitted to appoint any delegate / subcontractor for the performance of Services under this contract.
b. However, the support of Experts, OEMs only for certain tasks limited to installation / deployment, commissioning & maintenance support related to their respective product / equipment is permitted only when provided in writing by TMC.

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## 8.7. Bidder's obligations

a. 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.
b. The Bidder shall team with existing vendors of Thane Municipal Corporation to provide services to manage and implement the Integrated Solution for Municipal services at TMC's office location for the entire duration of the contract period.
c. The Bidder shall be responsible to the Purchaser for meeting all obligations of the consortium for executing the 'Scope of Work' and meeting all obligations of this tender. The Bidder shall also be the sole point of contact for all matters relating to this Tender and Contract thereof.
d. Purchaser reserves the right to interview the personnel proposed that will be deployed as part of the project implementation team. If found unsuitable, the Purchaser may reject the deployment of the personnel.
e. Purchaser reserves the right to require changes in personnel which shall be communicated to the Bidder. Bidder with the prior approval of the Purchaser may make additions to the project team. Bidder shall provide the Purchaser with the resume of Key Personnel and provide such other information as the Purchaser may reasonably require. In case of change in its team members, for any reason whatsoever, Bidder shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
f. In case of change in its team members, Bidder shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.
g. The Bidder shall ensure that the implementation and support team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
h. The Bidder shall ensure that all the personnel identified for this project have high level of integrity. Bidder shall undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. Bidder shall obtain an undertaking from each of the personnel assigned and the same should be submitted to the Purchaser as and when demanded by the Purchaser. In addition, the Bidder would also get the background verification checks carried out for the personnel deployed. In addition, the Purchaser may also get the background verification carried out for Bidder's personnel. Any information needed for this activity by the Purchaser should be provided immediately by Bidder.
i. The Bidder shall be fully responsible for deployment / installation / development and integration of all the software, hardware (whatever additional is required) for Datacenter components related to Citizen Engagement Solution and resolve any problems / issues that may arise due to integration of components.
j. The Bidder shall be fully responsible for deployment / installation / development and support the Purchaser in integration of all the software
k. The Bidder shall collaborate with the existing vendors at TMC to ensure that all interfaces of the proposed solution with the existing systems are operational and successful
l. The Bidder shall ensure that the OEMs supply equipment/components including associated accessories and software required and shall support the Bidder in the installation, commissioning, integration, and maintenance of these components during the entire period of contract. The Bidder shall ensure that the COTS OEMs supply the software applications and shall support the Bidder in the installation / deployment, integration, roll-out and maintenance of these applications during the entire period of contract. .
m. 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 equipment supplier declares any of the products/solutions end-of-sale subsequently, the Bidder shall ensure that the same is supported by the respective equipment supplier from its date of deployment till the end of Contract period. If a product is de-supported by the equipment supplier for any reason whatsoever, from the effective date of Contract till the end of 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.

n. The Bidder shall ensure that the equipment supplier provide the support and assistance to the Bidder in case of any problems / issues arising due to integration of components supplied by him with any other component(s)/product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, Bidder shall replace the required component(s) with an equivalent or better substitute that is acceptable to Purchaser without any additional cost to the Purchaser and without impacting the performance of the solution in any manner whatsoever
o. The Bidder shall ensure that the equipment supplier for hardware servers/equipment supply and/or install all new releases, versions, any type of updates, upgrade patches and/or bug fixes for the firmware or software from time to time at no additional cost to the Purchaser.
p. The Bidder shall ensure that the documentation and training services associated with the components shall be provided by the equipment supplier without any additional cost to the Purchaser.
q. The Bidder shall provision the required critical spares/components at the designated Datacenter Sites of the Purchaser for meeting the uptime commitment of the components supplied by him.
r. 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.
s. The Bidder's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. The Bidder's representative(s) shall liaise with the Purchaser's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Purchaser's representative in the manner required by them for supervision/inspection/observation of the goods/material, procedures, performance, progress, reports, and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure compliance of rules, regulations, and safety practice. He shall also cooperate with the other Service Providers/Vendors of the Purchaser working at the TMC's office location and Datacenter Sites. Such Bidder's representative(s) shall be available to the Purchaser's representative at respective Datacenter Sites during the execution of works.
t. The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same.

## 8.8. Project Charter

a. Within 15 calendar days of Effective date of the Contract, the Bidder shall submit to the Purchaser for its approval a detailed Project Charter with details of the program showing the sequence, procedure, and method in which he proposes to carry out the works as stipulated in this tender, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The Charter so submitted by the Bidder shall conform to the requirements and timelines specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. The Project Charter shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes, and tool sets to be used for quality assurance, security, and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the Purchaser's Representative of the Project Charter shall not relieve the Bidder of any of his duties or responsibilities under the Contract.
b. If the Bidder's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the Bidder to develop/adhere such a work plan shall be to his account.

## 8.9. Bidder's Organization

a. The Bidder should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed. If the same is however unavoidable, Bidder shall promptly inform the Purchaser in writing, and the same shall require subsequent approval by the Purchaser.
b. In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.
c. All manpower resources deployed by the Bidder for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available as agreed upon for the entire reporting time period at the TMC's office location.

d. The Bidder shall be responsible for the deployment, transportation, accommodation, and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.
e. The Bidder shall provide and deploy, at the TMC's office location for carrying out the work, only those manpower resources who are qualified/skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work.
f. The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the TMC's office location any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Purchaser's Representative the person in question has mis-conducted or his / her deployment is otherwise considered undesirable by the Purchaser's Representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.
g. The Purchaser's Representative may at any time object to and request the Bidder to remove from the TMC's office location any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative.
h. The Purchaser's Representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this Clause.
i. The Bidder shall promptly replace every person removed, pursuant to this section, with a competent substitute, and at no extra cost to the Purchaser.

## 8.10. Adherence to safety procedures, rules, regulations, and restrictions

a. Bidder's Team shall comply with the provision of all laws including labor laws, rules, regulations, and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder's team shall abide by these laws.
b. Access to the Datacenter Sites shall be strictly restricted. No access to any person except the essential members of the Bidder's team who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by the Purchaser shall be allowed entry to the Datacenter Sites.
c. The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Bidder's Team shall adhere to all security requirement/regulations of the Purchaser (and existing vendor) during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.
d. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

## 8.11. Statutory Requirements

During the tenure of this Contract nothing shall be done by the Bidder or his team in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

## 8.12. Contract administration

a. No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
b. Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
c. exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
d. bind his or her Party in relation to any matter arising out of or in connection with this Contract.

e. The Bidder shall be bound by all undertakings and representations made by the authorized representative of the Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
f. For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

## 8.13. Purchaser's Obligations

a. Commissioner of Corporation, TMC or his/her 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.
b. 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 fulfillment of this contract.
c. 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.
d. Purchaser shall 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 vendors.
e. Purchaser shall provide to the Bidder, sitting space and basic infrastructure not including stationery and other consumables at the TMC's office location and Data Centre Site.
f. Purchaser shall provide support required by bidder for successful integration with third party applications.

## 8.14. Duties, Taxes and Statutory levies.

a. The Bidder shall bear all personnel taxes levied or imposed on its personnel, Vendors, consultants, or any other member of Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied, or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.
b. Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, LBT, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final commercial bid, i.e., on account of payments received by him from the Purchaser for work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
c. If there is any reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.
d. If there is any increase in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be compensated to the Bidder, provided such taxes / duties are included in commercial bid of the Bidder.
e. The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them, for the payments received by them for the works under the Contract.
f. Should the Bidder fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the Bidder shall pay the same. Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/Bidder.
g. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

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## 8.15. Intellectual Property Rights

a. 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 and for the purposes of inter-alia use or sub-license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Bidder shall be property of Thane Municipal Corporation. 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.
b. 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
c. The Bidder / 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 / Bidder's Team, Bidder shall have sole control of the defense and all related settlement negotiations.

## 8.16. Information Security

a. The Bidder / Bidder's Team shall not carry any written/printed document, layout diagrams, hard disk, storage tapes, other storage devices or any other goods /material proprietary to Purchaser into / out of the Data Centre Sites and TMC's office location without written permission from the Purchaser.
b. The Bidder / Bidder's Team shall not destroy any unwanted documents, defective tapes/media present at the Data Centre Sites and TMC's office location on their own. All such documents, tapes/media shall be handed over to the Purchaser.
c. All documentation and media at the Datacenter Sites shall be properly identified, labeled, and numbered by the Bidder. Bidder shall keep track of all such items and provide a summary report of these items to the Purchaser on a monthly basis.
d. The Bidder and Bidder's Team shall follow Purchaser's Information Security policy. Access to Purchaser's data and systems, Email, and Internet facility by the Bidder / Bidder's team at the TMC's office location shall be in accordance with the security and access policies set by the Purchaser and administered by the existing vendors.
e. Bidder acknowledges that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential; and Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder or its team could damage the goodwill of Purchaser, and that by reason of Bidder's duties hereunder. Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Bidder shall use such information only for the purpose of performing the said services.
f. Bidder shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

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## 8.17. Records of Contract Documents

a. The Bidder shall at all time make and keep sufficient copies of the Contract documents, manuals, reference material, drawings, specifications and any other document required by him to fulfill his duties under the Contract.
b. The Bidder shall keep at the TMC's office location, adequate number of copies of all documents required to fulfill his duties under the Contract, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser's Representative and/or by any other person authorized by the Purchaser's Representative.

## 8.18. Ownership and Retention of Documents

Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

## 8.19. Data

By virtue of this Contract, the Bidder / Bidder's Team may have access to information of the Purchaser and/or a third party. The Purchaser has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Bidder in the course of performing the Services under this Contract.

## 8.20. Indemnity

a. The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising, or incurred inter alia during and after the Contract period out of:
    - any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party associated with Bidder in connection with or incidental to this Contract; or
    - any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, the Bidder's Team or any third party.
    - any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.
    - The Purchaser shall indemnify the Bidder from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising, or incurred inter alia during and after the Contract period out of:
        - any negligence or wrongful act or omission by the Purchaser or the Purchaser's employees, representatives or any third party associated with Purchaser in connection with or incidental to this Contract; or
        - any breach of any of the terms obligation of the Purchaser.

b. The Bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses, and permits.

## 8.21. Representations and Warranties

In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

a. That the selected Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this contract

b. That the Bidder is not involved in any major litigation or legal proceedings, pending, existing, potential, or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.
c. That the representations and warranties made by the Bidder in its Bid, Tender and Contract are and shall continue to remain true and correct throughout the term of this Contract and Bidder shall fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
d. That the Bidder and its team has the professional skills, personnel, infrastructure, and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.
e. That the Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced.
f. That the Bidder /Bidder's team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
g. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests, and liens thereon and shall keep the Purchaser indemnified in relation thereto.
h. That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
i. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery, and performance by it of the Contract.
j. That all conditions precedent under the Contract have been satisfied.
k. That neither the execution and delivery by the Bidder /Bidder's Team of the Contract nor the Bidder's /Bidder Team's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.
l. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
m. That the Bidder confirms that there has not and shall not occur any execution, amendment, or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.
n. That the Bidder owns or has good, legal, or beneficial title, or other interest in, to the property, assets, and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
o. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the performance of the project under this contract and regarding the same the Bidder does not, so far as the Bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Bidder is aware, none of the Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations for the performance of this contract are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto. The remedy for any breach of this Clause shall be the indemnity set forth in this tender for Intellectual Property Rights.

p. That the Bidder agrees to incorporate, within the contract value, all software changes, upgrades, and patches to the system, announced by him from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system.
q. If and when the system and/or components of the system are required to be relocated / shifted within the same Datacenter Site or to a new Datacenter Site, the Bidder shall undertake required work related for de-commissioning / re-commissioning and other associated work, at no additional cost to the Purchaser within same Data center. Associated cost for transportation, insurance and packing shall however be borne by the Purchaser. For any such relocation / shifting efforts during the contract period, extra charges shall be mutually agreed upon.
r. If and when the system and/or components of the system are required to be relocated / shifted within the same Datacenter Site or to a new Datacenter Site, the Bidder shall undertake required work related for de-commissioning / re-commissioning and other associated work, at no additional cost to the Purchaser. Associated cost for transportation, insurance and packing shall however be borne by the Purchaser. For any such relocation / shifting efforts during the contract period, extra charges shall be mutually agreed upon

## 8.22. Confidentiality

a. The Bidder / Bidder's Team shall not use Confidential Information, the name, or the logo of the Purchaser except for the purposes of the purpose of execution of this contract.
b. Confidential information does not include information which:
    - the Bidder / Bidder's Team knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
    - is independently developed by the Bidder / Bidder's Team without breach of conditions under this Contract;
    - information in the public domain as a matter of law;
    - is received from a third party not subject to the obligation of confidentiality with respect to such information;
    - is released from confidentiality with the written consent of TMC.
c. The Bidder / Bidder's Team shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents without the prior written consent of the Purchaser.
d. The Bidder may only disclose Confidential Information in the following circumstances:
    - with the prior written consent of the Purchaser;
    - to a member of the Bidder's Team if:
e. the member of the Bidder's Team needs the Confidential Information for the performance of obligations under this contract;
f. the member of the Bidder's Team is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
g. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the consortium members and other members of Bidder's Team to the satisfaction of the Purchaser.
h. The Bidder shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser.
i. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder / Bidder's Team in relation to a dispute arising out of breach of obligation by the Bidder under this Clause.
j. Bidder and all other OEMs and consortium members, whether or not part of the consortium shall be required to execute the Non-Disclosure Agreement in favor of the Purchaser at the time of contract signing.

## 8.23. 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:

a. 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
b. 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;

c. 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
d. 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
e. 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
f. 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.
g. The Bidder/Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
    - 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.

## 8.24. Consequences of Event of Default

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

a. 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.
b. 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
c. Require replacement of any of the Bidder's Consortium Member(s) / Bidder's Team member(s) with another suitable member(s) where the Purchaser deems necessary. The Bidder shall in such case terminate forthwith all their agreements/ contracts/ other arrangements with such member(s) and find suitable replacement for such outgoing member(s) with another member(s) to the satisfaction of the Purchaser, who shall execute such Contracts with the Purchaser as the Purchaser may require. Failure on the part of the Bidder to find a suitable replacement and/or terminate all agreements/contracts with such member(s), shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Bidder all losses/ or other damages that may have resulted from such failure.

## 8.25. Risk Purchase

If the Bidder fails to adhere to the conditions of the contract arising out of this RFP, and delivery and performance schedules and other terms and conditions contained in the resultant Agreement, and if no agreement is reached on the revised conditions and schedules, within 60 (sixty) Business Days, then TMC shall have the liberty to take-up an alternate route for execution of the project, in line with existing procurement guidelines. The risk and cost, to be incurred by TMC, for carrying-out such activity shall be borne entirely by the Bidder, and the Bidder shall also be liable to make good the loss incurred by TMC, if any, during this process.

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## 8.26. Terminate the Contract in part or in full

a. Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser 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 effect 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.
b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, 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.

## 8.27. Termination

The Purchaser may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

a. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder / Bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
b. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the Tender or this Contract.
c. Where the Bidder / any of Bidder's consortium members ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder or its consortium members, any failure by the Bidder or its consortium member to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder / Bidder's consortium member or the happening of any such events that are adverse to the commercial viability of the Bidder / Bidder's consortium member. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity
d. The Bidder may, terminate this Contract in whole or in part by giving the Purchaser a prior and written notice indicating its intention to terminate the Contract of failure of Purchaser to fulfil it's obligation, support for execution of the contract and on failure of Purchaser to correct such breach within the time stipulated by the Bidder in his notice

## 8.28. Termination for Insolvency:

a. The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
b. In the event of termination of this Contract by the Purchaser before the expiry of the term, the Bidder shall be given a period of 30 days to demobilize itself,
c. The Bidder may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract.

## 8.29. Consequences of Termination

a. In the event of termination of this Contract, [whether consequent to the stipulated Term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/ termination hereof.

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b. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder /Bidder's Team or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through 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 may pay the Bidder for those goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract, the Bidder shall compensate the Purchaser for any such loss, damages, or other costs, incurred by the Purchaser. Additionally, the Bidder's Team and/or all third parties appointed by the Bidder shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the Bidder's Bid, the Tender and this Contract, in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity.
c. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, and pursue such other rights and/or remedies that may be available to the Purchaser under law.
d. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## 8.30. Arbitration for Dispute Resolution

a. A dispute resolution committee shall be constituted to address any disputes arising out of the contract. The committee shall be headed by Municipal Commissioner, Thane Municipal Corporation. The members of the committee shall constitute of legal expert, public finance Expert, and IT & Technology expert. All these experts shall be from outside TMC, to ensure fairness in the resolution process. In the event of the resolution arrived is not acceptable to either or both the parties, then arbitration process may be followed, as discussed below.
b. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
    - The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
    - The Arbitration proceedings shall be held in Thane, Maharashtra, India.
    - The Arbitration proceeding shall be governed by the substantive laws of India.
    - The proceedings of Arbitration shall be in English language.
c. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of sole Arbitrators to be appointed by mutual consent by the Parties and on failure thereof by Arbitrator appointed by Honourable High Court.
d. If any of the Arbitrators so appointed dies, resigns, incapacitated, or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
e. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
f. It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
g. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive, and binding on the parties.
h. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

i. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

## 8.31. Continuance of the Contract

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

## 8.32. Time is of the essence

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the Bidder by the specified completion date.

## 8.33. Conflict of interest

The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise, or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

## 8.34. Publicity

The Bidder / Bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

## 8.35. Force Majeure

a. 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.
b. 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.
c. 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.
d. Notwithstanding anything to the contrary, in case of any violence, riot, civil commotion, tempest, flood, earthquake, or any inevitable accident or any act/s, events beyond the Parties reasonable control or by any municipal/ governmental/judicial/ quasi- judicial or local authority resulting in the Parties, being unable to perform it's part under the contract.

## 8.36. Compliance with Laws

The Bidder / Bidder's Team shall comply with the laws in force in India in the course of performing this Contract.

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## 8.37. Notices

a. All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

   To Purchaser at:
   <<Attn:
   [Phone:]
   [Fax:]>>

   To Bidder at:
   Attn:
   [Phone:]
   [Fax:]

b. Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.
c. A notice served on a Representative is taken to be notice to that Representative's Party.

## 8.38. Waiver

a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

## 8.39. Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

## 8.40. Performance Security

a. Selected Bidder shall provide a Performance Bank Guarantee from a Nationalized or Scheduled Commercial Banks as per RBI to TMC, for a value equivalent to the Amount " Twice of Total Fixed Cost for a year" quoted by bidder (as per Section 6.3 Annexure M: Commercial Bid Format). The Validity of the Bank Guarantee shall be for 180 days post contract period.
b. The Bank Guarantee shall be submitted within 30 days of notification of award done through issuance of the Work Order/ Letter of Acceptance valid for the entire period of the project. Purchaser shall facilitate the signing of contract within the period of 30 days of notification of award. However, it is to be noted that the date of commencement of project and all contractual obligations shall commence from the date of issuance of Work order/ letter of acceptance, whichever is earlier. All reference timelines as regards execution of project shall be considered as beginning from date of issuance of Work Order/ letter of acceptance, whichever is earlier.
c. All charges whatsoever such as commission, etc. with respect to the Performance Bank guarantee shall be borne by the bidder.
d. The Performance bank guarantee may be discharged / returned by Corporation upon being satisfied that there has been due performance of the obligations of bidder under contract. However, no interest shall be payable on the PBG.
e. Purchaser shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or purchaser incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. Notwithstanding and without any prejudice to any rights whatsoever of the purchaser under contract in Matter, the proceeds of PBG shall be payable to Purchaser as compensation for any loss resulting from bidder's failure to complete its obligations under the Contract. Purchaser



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shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligations for which the bidder is in default.

f. The purchaser shall also be entitled to make recoveries from the bidder's bills, PBG, 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.

## 8.41. Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

## 8.42. Currency of Payment

Payment shall be made in Indian Rupees only.

## 8.43. Change Orders/Alteration/Variation

a. The Bidder agrees that the requirements/quantities/licenses/specifications and Service requirements given in the Tender documents are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser.

b. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, etc. of the Tender documents which the Bidder had not brought out to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.

c. It shall be the responsibility of the Bidder to meet all performance and other requirements of the Purchaser as stipulated in the Tender document / Contract. Any upward revisions / additions of quantities, specifications, technical manpower, service requirements to those specified by the Bidder in his Bid documents, that may be required to be made during installation / acceptance of the System or at any time during the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the Tender documents shall not constitute a change order and shall be carried out by the Bidder without any change order and without any time and cost effect to the Purchaser whatsoever.

d. The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract. The Purchaser will have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of services / dispatch of goods / equipment) the Quantities, Licenses and/or Specifications of the goods/equipment to be supplied and installed by the Bidder or service requirements, as mentioned in the Contract, at any time during the contract period.

e. The written advice to any change shall be issued by the Purchaser to the Bidder up to 4 (four) weeks prior to the due date of commencement of services.

f. In case of increase in Quantities/ Licenses / Specifications or Service requirements or in case of additional requirement, the Bidder agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in the Contract. In case of decrease in Quantities or Specifications of goods/equipment or Service requirements, the Bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.

g. In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Bidder shall not be entitled to any claim by way of change of price, damages, losses, etc. The Bidder shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/canceling Scope of work.

## 8.44. Conditions for Change Order

a. The change order will be initiated only in case (i) the Purchaser directs in writing the Bidder to incorporate changes to the goods or design requirements already covered in the Contract. (ii) the Purchaser directs in writing to the Bidder to include any addition to the scope of work or services covered under this Contract or delete any part thereof, (iii) Bidder requests to delete any part of the work which will not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser,

b. Any change order comprising an alteration which involves change in the cost of the goods and/or services (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.
c. If the Contract provides applicable rates for the valuation of the variation in question, the Contract Value shall subject to tender conditions be increased or decreased in accordance with those rates.
d. If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Value which shall represent the change in cost of the goods and/or works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.
e. If there is a difference of opinion between the Bidder and Purchaser's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in this section.

## 8.45. Conditions for revised work / change order

The provisions of the Contract shall apply to revised work / change order as if the revised work / Change order has been included in the original Scope of work. However, the Contract Value shall increase / decrease and the schedule shall be adjusted on account of the revised work / Change orders as may be mutually agreed in terms of provisions set forth in this tender. The Bidder's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

## 8.46. Exit Management Schedule

The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

a. Purchaser shall be entitled to serve notice in writing to the TP at any time during the exit management period. TP shall provide the Purchaser with a complete and up to date list of the Assets within 30 days of such notice.
b. In case of contract being terminated by Purchaser, any period of operation should be mutually agreed to between the Parties.
c. Upon service of a notice under, in the event, if the Assets to be transferred are mortgaged to any financial institutions by the TP, the TP shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer.
d. All documents regarding the discharge of such lien and liabilities shall be furnished to the Purchaser.
e. 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 Purchaser, on the last day of the exit management period.
f. Purchaser shall pay to the TP on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.
g. Payment to the outgoing TP shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
h. The outgoing TP will pass on to Purchaser and/or to the Replacement TP, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Purchaser/ Replacement TP, than that enjoyed by the outgoing TP.
i. In case of Cloud related procurement, assets exclude any hardware, software or resources deployed for the cloud service offerings that are under the control of the Cloud Service Provider.
j. For procurement of cloud services for a project DIT cloud policy and all references governed by Cloud Computing Policy Circular dated 29.1.2018 and subsequent addendums issued thereof along with all terms and conditions of the Cloud Computing Policy issued by Government of Maharashtra are binding and are to be treated in conjunction with this document.
k. In case of any contrary provisions are contained in the RFP, DIT cloud policy GR and its subsequent addendums will prevail.
l. During the exit management period the Technology Partner will allow the Purchaser or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered, promptly on reasonable request by the Purchaser, the TP 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 TP or subcontractors appointed by the TP). The Purchaser shall be entitled to copy of all such



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information. Such information shall include details pertaining to the services rendered and other performance data. The TP shall permit the Purchaser or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Chairman, PIU to understand the methods of delivery of the services employed by the TP and to assist appropriate knowledge transfer.

m. Promptly on reasonable request at any time during the exit management period, the TP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser or its nominated agency a list of all employees (with job titles) of the TP dedicated to providing the services at the commencement of the exit management period, information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services, documentation relating to Intellectual Property Rights if any, documentation relating to sub-contractors if any, all current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its Replacement TP in a readily available format nominated by the Purchaser, its nominated agency
n. Before the expiry of the exit management period, the TP shall deliver to the Purchaser or its nominated agency all new or up-dated materials and shall not retain any copies or information thereof, except that the TP shall be permitted to retain one copy of such materials for archival purposes only
o. Before the expiry of the exit management period, unless otherwise provided under the contract, the Purchaser or its nominated agency shall deliver to the TP all forms of TP confidential information, which is in its possession.
p. On request by the Purchaser or its nominated agency the TP shall effect such assignments, transfers, licenses and sub-licenses as the Purchaser may require in favor of the Purchaser or agency or person nominated by the Purchaser, in relation to all assets or services provisioned under the contract.
q. In case of Cloud Procurement, the Purchaser or its nominated agency chooses to continue with the same Cloud Service Provider, the TP shall, on request of the Purchaser or its nominated agency, effect assignment / transfers of the Agreement with the CSP to the Purchaser or its nominated agency.
r. At any time during the exit management period, where Assets are located at the TP's premises, the TP 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) the Purchaser or its nominated agency and/or any Replacement TP in order to make an inventory of the Assets.
s. The TP shall also give the Purchaser or its nominated agency or its nominated agencies, or any Replacement TP right of reasonable access to the Implementation Partner's premises and shall procure the Purchaser or its nominated agency or its nominated agencies and any Replacement TP rights of access to relevant third party premises during the exit management period and for such period of time following
t. The Selected Bidder shall fully comply with the Exit Clause (4.14) outlined in this RFP at the time of contract termination or expiry.

## 8.47. Governing Language

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.

## 8.48. "No Claim" Certificate

The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

## 8.49. Completion of Contract

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.

## 8.50. No Assignment

The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.

## 8.51. Insurance

a. The Goods supplied under this Contract shall be fully insured by the Bidder, against any loss or damage, till the Acceptance of the System, The Bidder shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
b. The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing.
c. All charges like transportation charges, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Tenderer.
d. The Bidder during the term of this contract:
e. shall take out and maintain, at his own cost but on terms and conditions approved by the Purchaser, insurance with financially sound and reputable insurers against the risks, and for the coverage, as specified below:
f. shall pay all premia in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable
g. at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
h. Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Bidder/ Bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
i. Insurance against loss of or damage to (i) software developed in whole or in part for fulfillment of obligations under this Contract (ii) the Bidder's assets and property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.

## 8.52. Limitation of Bidder's Liability towards the Purchaser

a. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
b. Except in the case of Gross Negligence or Willful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.
c. For the purposes of this, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.
d. This limitation of liability slated, shall not affect the Bidder liability, if any, for direct damage by Bidder/Bidder's Team to a Third Party's real property, tangible personal property or bodily injury or death caused by the Bidder/Bidder's Team or any person or firm/company acting on behalf of the Bidder in executing the work or in carrying out the Services."

## 8.53. Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

## 8.54. Liquidated Damages

a. If the Bidder fails to complete the entire works before the scheduled completion date or the extended date the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract:

b. Recover from the Bidder, as liquidated damages and not by way of penalty a sum equivalent to 0.5% of the Contract Value for each week (Seven calendar days) delay beyond the Scheduled completion date. For the purpose of liquidated damages, the scheduled completion date will be taken as date of completion and acceptance of all the activities till Certifications of successful operations of the integrated solution completion given to Bidder by TMC.
AND / OR
c. Terminate the contract or a portion or part of the work thereof. The Purchaser shall give 30 days' notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the Purchaser.
d. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.
e. Delay not attributable to the Bidder will be considered for exclusion for the purpose of computing liquidated damages.
f. For the tasks to be performed till Certifications of successful operations of the integrated solution completion given to Bidder by TMC, the amount of liquidated damages shall not exceed 10 % of the total Contract Value. This upper limit is restricted only to the activities till Certifications of successful operations of the integrated solution completion given to Bidder by TMC. The liquidated damages will be governed by Service Level Agreements (Section 5) for Post Implementation Phase.
g. In the event the activities required to be performed by the Bidder in order to execute the scope of work of this contract and on-going maintenance service along with service levels are not in line with the requirement of the Purchaser and not in accordance with the timelines and performance / service levels as stipulated in the tender, contract and SLAs, then the Bidder shall be liable for payment of liquidated damages as defined under Section V– Service Level Agreements to this section.

## 8.55. Suspension of Work

a. The Bidder shall, if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. The Purchaser may consider suitable compensation to the Bidder on case to case basis, to the extent of work completed, subject to fulfillment of other conditions of this contract. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Bidder, and lasts for a period of more than 2 months, the Bidder shall have the option to terminate the Contract with mutual consent.
b. In the event that the Purchaser suspends the progress of work for any reason not attributable to the Bidder for a period in excess of 30 days in aggregate, rendering the Bidder to extend his performance security then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the Bidder producing the requisite evidence from the bank concerned.

## 8.56. General

a. Relationship between the 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.
b. The Purchaser has no obligations to the Bidder's Team except as agreed under the terms of this Contract.
c. 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.
d. Entire Contract

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- The terms and conditions laid down in the Tender 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.

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

f. Jurisdiction of Courts
   - The courts of India at Thane have exclusive jurisdiction to determine any proceeding in relation to this Contract.

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# 9. Service Level Agreement

## 9.1. Purpose of this Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to TMC for the duration of this contract.

The benefits of this SLA are to:

a. Trigger a process that applies TMC and the Bidder management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target.
b. Makes explicit the expectations that TMC has for performance.
c. Helps TMC control the levels and performance of Bidder services.

The Bidder and TMC shall maintain a regular contact to monitor the performance of the services being provided by the Bidder and the effectiveness of this SLA.

This Service Level Agreement is between the Bidder and TMC.

## 9.2. Service Level Agreements & Targets

### 9.2.1. Details

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.

The services provided by the Bidder shall be reviewed by the TMC and TMC shall:
a. Check performance of the Bidder against this SLA over the review period and consider any key issues of the past period's performance statistics including major incidents, service trends, etc.
b. Discuss escalated problems, new issues and matters still outstanding for resolution.
c. Review of statistics related to rectification of outstanding faults and agreed changes.
d. Obtain suggestions for changes to improve the service levels.

In case desired, TMC may initiate an interim review to check the performance and the obligations of the Bidder. The SLA may be reviewed and revised in accordance to the procedures of SLA Change Control. The procedures will be used if there is a dispute between TMC and the Bidder on what the performance targets should be.

### 9.2.2. Performance Review

a. Monthly performance review of the Services rendered by the Bidder will be carried out in periodic review meetings every month during the whole lifecycle of this project.
b. Monthly Project Review Meetings will be conducted under the officials designated by the TMC
c. Indicative agenda for these monthly meetings will be to discuss progress of the project, priorities, service levels and platform performance with respect to revenue, citizen engagement, number of initiatives conducted etc. Additional meetings may also be held if needed.

### 9.2.3. Points to be considered

a. Business hours mean 10 am to 6 pm on all working days excluding public holidays and holidays specific to TMC
b. Non-business hours means hours excluding Business Hours
c. SLA parameters will be monitored on a quarterly basis. However in case of drastic failure/ degradation of system/ services TMC has the authority to charge penalty/ terminate contract in case the Bidder does not take any immediate corrective action to bring the services to normal/agreed level.

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d. Bidder will submit monthly performance report to TMC at the end of every month and quarter to measure and improve the service level. TMC or its appointed agency may audit these reports and instruct Bidder to implement corrective and preventive measures for service improvement.
e. Bidder and TMC will mutually decide on the Service Management Tool to be used before 'Final approval for Go-Live' as per Implementation Schedule.
f. Bidder will mention the service metrics in the overall project status report
g. Any penalties imposed under this Agreement for delay, non-adherence to scope, or service level deviations shall be calculated on the net payable amount after deducting the revenue share due to TMC from the gross revenue generated during the relevant period. The penalty shall not apply on the portion of revenue already credited to TMC under the agreed revenue-sharing mechanism. In case of disputes regarding calculation, both parties shall reconcile accounts within 15 working days before applying any penalty.

### 9.2.4. Definition of Terms

For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:

a. **"Uptime"** shall mean the time period for which the specified services with specified technical and service standards are working as intended and available
b. **"Downtime"** shall mean the time period for which the specified services with specified technical and service standards are not available and excludes the scheduled outages planned in advance by TP, in consultation with TMC
c. **"Transaction"** shall mean any exchange of information on the DigiThane Platform. It may be in any form – information transaction or financial transaction.
d. **"Incident"** refers to any Complaint /event / abnormalities in the functioning of the platform that may lead to disruption in normal operations.
e. **"Helpdesk Support"** shall mean, during Business hrs. the helpdesk team shall handle Handholding support, platform malfunction reporting, Trouble Ticketing and related enquiries, calls / communications by the TMC during the contract.
f. **"Platform Malfunction"** shall mean any issue / problem that impairs the functionality of the platform, impacting the performance of the platform up to the desired technical standards
g. **"Response Time"** shall mean the time from the report of incident at the successful bidder's help desk to the time bidder's technician / engineer attended the reported incident.
h. **"Resolution Time"** shall mean the time taken by the bidder's technician / engineer after the incident has been assigned to him / her in resolving, diagnosing, troubleshooting, fixing the issue

### 9.2.5. Measurements & Targets

**Service Level Related to Implementation phase**

| Sr. | Service Parameter/ Sub Parameter | Expected Baseline | Penalty |
|---|---|---|---|
| **Helpdesk: The Bidder shall maintain an automated system for tracking the helpdesk calls received at the helpdesk, and provide monthly report, to be generated directly from this system.** | | | |
| 1 | Average Call Lost Rate | 99% | For <99%, Penalty of 0.5% of Per Month Revenue Committed per percentage call loss |
| 2 | Average SMS Non-response Rate | 99% | For <99%, Penalty of 0.5% of Per Month Revenue Committed per percentage call loss |
| 3 | Average email Non-response Rate | 99% | For <99%, Penalty of 0.5% of Per Month Revenue Committed per percentage call loss |
| 4 | Average Non-response Rate – other channels | 99% | For <99%, Penalty of 0.5% of Per Month Revenue Committed per percentage call loss |
| **Complaint resolution of TMC grievances: TMC shall have right to submit their grievances through any of the channels – Email, Helpdesk Call, Dedicated Client Complaint resolutions system (to be provided by bidder)** | | | |
| 5 | Complaint Resolution Time for Issues related to any incident / issue | 60 mins after incident is reported by TMC | For > 60 mins, Penalty of 0.5% of Per Month Revenue Committed per 30 minute time-lapse |

| Sr. | Service Parameter/ Sub Parameter | Expected Baseline | Penalty |
|---|---|---|---|
| | with respect to the functioning of the platform raised by TMC | through agreed modes | |
| **Training of TMC officials on operations of the platform – performance to be checked against the training plan submitted by the Bidder and approved by TMC** | | | |
| 6 | Training Timelines as per the training plan | On Time as per training plan | Penalty of 0.5% of Per Month Revenue Committed per instance of non-compliance |
| **Scheduled Downtime for preventive maintenance of platform – scheduled downtime to be approved in advance, and performance to be monitored against such approvals** | | | |
| 7 | Scheduled Downtime for preventive maintenance if conducted on working Day | Less than 5% of the total monthly uptime | More than 5%, Penalty of 0.5% of Per Month Revenue Committed for every increase of 5% in scheduled downtime |
| **Manpower Availability & Readiness – manpower attendance shall be maintained by the Bidder** | | | |
| 8 | All Team Members as agreed in the final contract | Should be available on Govt. working days | Penalty of 0.5% of Per Month Revenue Committed per day of every unauthorized absence |
| **Transaction success on platform – platform transaction report to be submitted on monthly basis** | | | |
| 9 | Platform based Transactions – to be calculated on monthly basis. | 99% success rate | Penalty of 0.5% of Per Month Revenue Committed for every percentage failure above 1% |

**Service Levels for Upgrade and Roll out**

| Sr | Task /Milestone for each group | Schedule (in weeks) | Delay | Penalty |
|---|---|---|---|---|
| 1. | Issuance of LOI & Contract | T | | |
| 2. | Performance Bank Guarantee | T+2 | 4 weeks delay | Contract Termination |
| 3. | Project Initiation & Team Mobilization | T+2 | Per Week of Delay | 0.5% of Per Annum Revenue Committed of every week delay up to 10%<br><br>Contract Termination Beyond 10% |
| 4. | Submission of Inception report | T+3 | | |
| 5. | Submission of Software Requirement Specification document and Software Design Description Document for platform upgrade | T+4 | | |
| 6. | Submission of Hosting and certification plan | T+4 | | |
| 7. | Requirement Analysis, Proof of Concept Submission, and approval by TMC | T+8 | | |
| 8. | First User Acceptance Testing | T+16 | | |
| 9. | Incorporation of suggestions by TMC & second UAT | T+18 | | |
| 10. | Final UAT post incorporation of suggestions | T+20 | | |
| 11. | Hosting and Certification as per standards | T+21 | | |
| 12. | Final approval of TMC for Go-Live | T+22 | | |
| 13. | Upgraded platform Go-Live | T+ 24 | | |

## 9.3. Issue and Escalation Management Procedures

### 9.3.1. General

Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between TMC and Bidder. Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

### 9.3.2. Issue Management Procedures

a. Either TMC or 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.
b. The TMC and the Bidder will determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined for the same
c. 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.
d. The TMC and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
e. In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.

## 9.4. SLA Change Control

### 9.4.1. General

It is acknowledged that this SLA may change as TMC's business needs evolve over the course of the contract period. This document also defines the following management procedures:

a. A process for negotiating changes to the SLA.
b. An issue management process for documenting and resolving difficult issues.
c. TMC and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

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 SLA and, subsequently, the Contract.

If there is any confusion or conflict between this document and the Contract, the Tender and its addenda, the Contract will supersede.

### 9.4.2. SLA Change Process

The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party**. The Bidder can initiate an SLA review with the TMC**. Normally, the forum for negotiating SLA changes will be TMC's monthly meetings. Unresolved issues will be addressed using the issue management process described in this document.

The Bidder shall maintain and distribute current copies of the SLA document as directed by TMC. Additional copies of the current SLA will be made available at all times to authorized parties.

### 9.4.3. Responsibilities of the Parties

**Bidder:** Bidder is responsible for executing this contract and delivering the services, while maintaining the specified performance targets. Additionally, the Bidder is responsible for:
a. Reporting problems to TMC as soon as possible
b. Assisting TMC in management of the SLA
c. Providing early warning of any organizational, functional, or technical changes that might affect Bidder's ability to deliver the services.
d. Assisting TMC to address and resolve issues from time to time.

Bidder shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible.



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**TMC:** TMC is responsible for:

a. Reporting defects and problems to the Bidder as soon as possible
b. Assisting Bidder in management of the SLA
c. Providing early warning of any organizational, functional, or technical changes that might affect Bidder's ability to deliver the services
d. Assisting Bidder to address and resolve issues from time to time

### 9.4.4. Management Escalation Procedures & Contact Map

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 would mean that TMC and Bidder management are communicating at the appropriate levels.

| Escalation Level | Department Representative with contact Details | Bidder* Representative with contact Details |
|---|---|---|
| Level 1: Project Manager | | |
| Level 2: TMC SPOC | | |

**IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement vide Tender No. Tender Number: _____to be executed by their respective authorized representatives.**

**For and on behalf of: For and on behalf of:**

**_____Bidder _____TMC**

Place: _____ Place: _____

Date: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

Office Seal: _____ Office Seal: _____

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# Thane Municipal Corporation

Phone: 022-25440641,
022-25331747
Email id: it@thanecity.gov.in

ठाणे महानगरपालिका

Thane Municipal Corporation,
Almeda Road, Pachpakhadi,
Thane, Maharashtra, 406002,
India

## Pre-Bid Meeting, Response and Corrigendum

Pre-Bid Meeting for Digithane 2.0 RFP for "Selection of Technology Partner for Development, Upgradation, Implementation, Operations s Maintenance of DigiThane Citizen Engagement Platform"

Ref:

1. RFP reference Număer: TMC/PRO/IT/1129/2025-26
2. RFP Name: Selection of Technology Partner for Development, Upgradation, Implementation, Operations s Maintenance of DigiThane Citizen Engagement Platform
3. Pre-ăid meeting held on 06.02.2026

### 1. Brief about the meeting

i. Pre-Bid meeting for "Selection of Technology Partner for Development, Upgradation, Implementation, Operations s Maintenance of DigiThane Citizen Engagement Platform" was held on Date: 06.02.2026, Time: 03.00 PM at the ADMC-1 Conference room, Thane Municipal Corporation, Almeda Road, Pachpakhadi, Thane, Maharashtra, 400602, India.

ii. For complete details and ăid documents please log on to www.mahatenders.gov.in

iii. At the outset, IT team welcomed the ăidder and ăriefed them aăout the ăid.

iv. The ăidders raised queries on the ăid conditions and the same were discussed.

v. Bidders were informed that the complete clarifications will ăe issued on www.mahatenders.gov.in in the form of Standard Set of Deviations.

vi. The meeting concluded stating that TMC will issue Standard Set of Deviations on mahatenders.gov.in.

**vii.** Bidders were also informed to keep updated with the mahatenders.gov.in for any additional information prior to the suămission of the ăidding documents.

## 2. Pre-Bid Queries

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 1 | Section - I INSTRUCTIONS TO BIDDERS 2.28. Technical Evaluation of Bids | Experience of successfully completed deployment of Citizen Engagement Project in at least 1 City in India accessiăle through Weăsite and Moăile application (Android s iOS) having minimum 1 Lakh downloads over the last five years (as on date of puălishing the RFP). | We request the Authority to kindly consider relaxing the eligiăility criterion of a minimum of 1,00,000 moăile application downloads to 50,000 downloads. | Revised Clause is as follows:<br><br>"Experience of successfully completed deployment of Citizen Engagement Project in at least 1 City in India accessiăle through Weăsite and Moăile application (Android s iOS) having minimum 50,000 downloads over the last five years (as on date of puălishing the RFP)." |
| 2 | Section - I INSTRUCTIONS TO BIDDERS 4.4. Onsite Team Deployment | MBA/PGDM with minimum 8 years work experience ·Minimum 2 years work experience in managing Citizen Engagement Programs for a Government Project | We kindly request the Authority to consider inclusion of MCA qualification along with MBA/PGDM as an eligiăle qualification. | Revised Clause is as follows:<br><br>- MCA/MBA/PGDM with minimum 8 years work experience<br><br>- Minimum 2 years work experience in managing Citizen Engagement Programs for a Government Project" |
| 3 | 1. Invitation for Proposal | The Bidder should have existing Support Centre Address for communication and hard copy suămission | Kindly clarify whether the ăid suămission is to ăe done offline or online through the MahaTenders portal. | RFP condition prevails |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 4 | Section I 2.28 | TQ-1: Experience of successfully completed / ăe in the process of managing Citizen Engagement Project for Central or State government or Urăan Local Body or Rural Local Body or Municipal Corporation or Smart City or any reputed firm in India over the last five years (as on date of puălishing the RFP).<br><br>No. of Project/s Marks<br>1 - 07<br>2 - 15 | Under TQ-1, the Technical Evaluation is currently ăased on the număer of Citizen Engagement project completed or currently managed in the last five years. It is suămitted that certain Citizen Engagement Projects are of significantly higher value, scale, and complexity, involving large puălic interfaces, multi-district or pan-regional coverage, and engagement with a suăstantially higher număer of citizens. Such projects require greater governance capaăility, system scalaăility, and operational maturity as compared to smaller, single-city implementations.<br>In this context, we request TMC to consider modifying the evaluation methodology under TQ-1 to account for project scale and value parameters, such as project cost, geographical coverage, and citizen footfall / user ăase, in addition to the număer of projects, so that ăidders executing large-scale, high-value Citizen Engagement Projects are more appropriately evaluated for their capaăility to deliver the proposed scope effectively. | RFP condition prevails |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| **5** | Section I 2.27 | PQ-5 Lead Bidder / Consortium memăer shall have prior experience of successfully completed deployment of Citizen Engagement Project in at least 1 City in India accessiăle through Weăsite and Moăile application (Android s iOS) having minimum 1 Lakh downloads over the last five years (as on date of puăishing the RFP) | Under the prequalification criteria, ăidders are required to demonstrate deployment of a Citizen Engagement Project with a minimum of 1 Lakh moăile application downloads. In Government and Urăan Local Body projects, citizen engagement platforms are commonly accessed through multiple channels such as weă portals, shared or assisted access mechanisms, service kiosks, and pre-installed or integrated applications, where moăile application download count alone may not accurately represent actual system usage or puălic engagement. In this context, we request TMC to consider modifying the prequalification criterion to allow system user ăase and usage metrics—such as număer of registered users, active users, transactions handled, grievances processed, or certified system/dashăoard usage snapshots—this would provide a more realistic and comprehensive assessment of the platform's usaăility, adoption, and operational maturity. | RFP condition prevails |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| C | Section II 4.2 | Communication s Social Media Handling ( Scope of Work ) | The RFP refers to end-to-end management of DigiThane communication channels including social media. Kindly clarify the exact responsiăilities of the Technology Partner with respect to content creation, puălishing, moderation, citizen response, and crisis communication, to avoid amăiguity and scope overlap during execution. | RFP condition prevails |
| 7 | Section II / GCC / SLA 9.2.5 | Penalty Calculation Methodology | The RFP prescriăes penalties of 0.5% for delays and non-compliance linked to milestones and SLAs. We respectfully request clarification and confirmation that penalties shall ăe calculated on a pro-rata ăasis corresponding to the value and duration of the specific milestone or scope under delay, and not on the total committed revenue, in order to ensure proportionality and equitaăle application of penalties. | RFP condition prevails |
| 8 | Section II 4.12 | Revenue Risk Allocation | In case projected revenue is not achieved due to factors ăeyond the Technology Partner's control (policy change, adoption levels, administrative restrictions), kindly clarify whether minimum revenue assurance or protection of fixed costs is envisaged. | RFP condition prevails |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 9 | SLA<br>9.2.2 | Performance Review Criteria | Performance review mechanisms are defined ăut scoring parameters are not specified. Kindly clarify whether evaluation matrices and weightages will ăe shared in advance and whether adverse performance reviews can directly trigger penalties or termination. | RFP condition prevails |
| 10 | Section I<br>1.2 | No Claim / No Compensation Clause | Kindly clarify whether the "No Claim / No Compensation" clause is applicaăle only during the ăidding stage or also extends to post-award scenarios such as scope changes, suspension of work, or delays attriăutaăle to TMC. | RFP condition prevails |
| 11 | Section I / GCC<br>2.30 / 8.43 | Scope Variation s Commercial Adjustment | TMC reserves the right to vary the scope of work. Kindly clarify whether any increase or decrease in scope shall result in proportional commercial adjustment and the approval mechanism for revised commercials. | TMC reserves the right to vary the scope of work. Any change in scope shall not result in any automatic commercial adjustment. Revised commercials, if any, shall ăe considered only at TMC's sole discretion and suăject to approval ăy the competent authority. |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 12 | section II<br><br>4.1.4 / 4.1.7 / 4.1.8 | Self-Sustaining Model s Project Moăilization | The RFP specifies that the project shall ăe implemented under a fully self-sustaining model with no financial oăligation on TMC and that the Technology Partner shall ăear all CAPEX and OPEX at its own cost and risk. While acknowledging the self-sustaining nature of the engagement, we respectfully request TMC to consider providing a Project Moăilization Advance, recoveraăle on a percentage ăasis from the Technology Partner's share of annual revenue once revenue generation commences. Such a provision would facilitate timely moăilization, infrastructure setup, and operational readiness while remaining aligned with the revenue-recovery framework of the project. | RFP Condition Prevails |
| 13 | section II<br>4.9.2 | Implementation Timeline | It is oăserved that achievement of the said timeline is critically dependent on timely availaăility of data, policy approvals, content validation, and integration support with third-party systems, all of which are under the control of TMC and its associated departments/agencies. In this context, kindly clarify whether any delay in providing such inputs, approvals, or integration readiness shall result in a corresponding | TMC notes the dependency on timely inputs and approvals from its departments and associated agencies. Any delays attriăutaăle solely to such dependencies may ăe considered for appropriate extension of timelines, without levy of penalties, suăject to review and approval ăy the competent authority and in accordance with the contract provisions. |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| | | | extension of timelines without attracting penalties. | |
| 14 | Scope s ERP Integration | Scope of Work – G2C Services | Please confirm that the existing ULB ERP shall remain the system of record, and the DigiThane platform will act only as a frontend, workflow, and orchestration layer. | The existing ULB ERP and departmental applications shall continue to remain the system(s) of record for core municipal services and data. The DigiThane platform shall function as a frontend, workflow, engagement, and orchestration layer. Data generated as part of DigiThane-specific workflows and citizen engagement shall ăe managed within DigiThane, while integration with ERP and other systems shall ăe carried out for G2C and related services through approved mechanisms. |
| 15 | Scope s ERP Integration | Integration Scope | Please confirm whether standard REST/SOAP APIs are already availaăle for all ERP modules related to the 69 services. | No |
| 1C | Scope s ERP Integration | ERP Readiness | Will TMC provide API documentation, sandăox/test environment, and access credentials at the start of the project? | TMC shall provide availaăle API documentation and integration details on a need-to-integrate ăasis. Sandăox/test environment and access credentials shall ăe provided as applicaăle and suăject to system readiness, security approvals, and NDAs, during the project execution phase. |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 17 | Scope s ERP Integration | ERP Changes | Please clarify whether any modification in ERP ăusiness logic or dataăase schema is out of scope for the selected ăidder. | Yes. Any modification to ERP ăusiness logic or dataăase schema is out of scope for the selected ăidder. The ăidder shall integrate with existing ERP systems using approved interfaces without altering core logic or underlying data structures, unless explicitly directed and approved ăy TMC. |
| 18 | Scope s ERP Integration | Service Coverage | In case certain services are not currently availaăle in ERP, will interim manual workflows ăe acceptaăle through DigiThane? | Yes. Where certain services are not currently availaăle in the ERP, interim manual or semi-automated workflows through DigiThane may ăe permitted, suăject to TMC's approval. Such workflows shall ăe treated as temporary arrangements until the respective services are system-enaăled or integrated, as directed ăy TMC. |
| 19 | Scope s ERP Integration | SLA Dependency | Please confirm how SLAs will ăe treated when delays occur due to ERP-side processing or dependency. | Delays attriăutaăle to ERP-side processing, third-party systems, or dependencies ăeyond the control of the selected ăidder shall ăe excluded from SLA ăreach calculations, suăject to proper documentation and validation ăy TMC. SLAs shall apply only to components and activities within the ăidder's scope and control. |
| 20 | Scope s ERP Integration | Revenue Model | Please clarify whether TMC will provide any minimum revenue assurance (MRA) or viaăility support in case citizen adoption is lower than projected. | No |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 21 | Scope s ERP Integration | Citizen Fee Approval | Kindly confirm that once citizen facilitation fees are approved, they cannot ăe withdrawn or reduced unilaterally without mutual consent. | Citizen facilitation fees, if applicaăle, shall ăe suăject to prevailing government policies, statutory approvals, and directions of TMC. TMC reserves the right to revise, withdraw, or modify such fees in puălic interest or as per applicaăle regulations. No vested right shall accrue to the ăidder on this account. |
| 22 | Scope s ERP Integration | Service Volume Risk | Please confirm whether TMC shall actively mandate or promote DigiThane as the default channel for citizen services. | Yes. As detailed under Section 4.11, TMC shall promote DigiThane as the primary digital platform for citizen engagement and services. |
| 23 | Scope s ERP Integration | Offline Competition | Kindly clarify whether parallel offline/ manual service channels will continue without any digital encouragement policy. | Offline or manual service channels will continue as required ăy statutory or operational needs. However, TMC will actively encourage digital adoption and promote DigiThane as the preferred platform for citizen engagement and service delivery, as outlined in the RFP. |
| 24 | Scope s ERP Integration | New Free Mandates | Please confirm that no new services will ăe mandated as free of charge post award without commercial compensation. | RFP Condition Prevails |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 25 | Commercial s BOT Model Clarifications | Revenue Generation | Please confirm whether the ăidder is permitted to levy Digital Service Facilitation Fees(approved ăy TMC) in addition to statutory fees. | In compliance with Government of India guidelines, no convenience fee shall ăe charged solely for the use of digital payment modes. Any citizen facilitation or digital service fees, if considered, shall ăe suăject to explicit approval ăy the competent authority of TMC, alignment with applicaăle government policies, and may ăe revised, withdrawn, or discontinued as per statutory requirements or puălic interest considerations. |
| 2C | Commercial s BOT Model Clarifications | Fee Approval | Please clarify the approval mechanism (Standing Committee / Admin approval) for citizen-facing facilitation fees. | In compliance with Government of India guidelines, no convenience fee shall ăe charged solely for the use of digital payment modes. Any citizen facilitation or digital service fees, if considered, shall ăe suăject to explicit approval ăy the competent authority of TMC, alignment with applicaăle government policies, and may ăe revised, withdrawn, or discontinued as per statutory requirements or puălic interest considerations. |
| 27 | Commercial s BOT Model Clarifications | Revenue Sharing | Kindly confirm whether revenue sharing applies to all revenue streams (ads, B2C, premium services, Munciple Services) or only selected ones. | Revenue sharing shall apply only to the revenue streams expressly identified in the RFP and as mutually agreed with TMC (such as advertisements, B2C or premium services, where applicaăle). No additional charges or revenue sharing shall apply on core municipal/statutory services, unless explicitly approved ăy TMC through the competent authority. |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 28 | Commercial s BOT Model Clarifications | Advertisement Revenue | Please confirm if advertisements / sponsored content are permitted on the DigiThane platform, suăject to TMC policy approval. | Yes. Advertisements and sponsored content on the DigiThane platform shall ăe strictly governed ăy DGIPR guidelines and applicaăle Government of Maharashtra policies.<br>All content shall ăe limited, regulated, non-intrusive, and fully compliant with government norms, and TMC reserves the right to approve, reject, modify, or withdraw any such content at its sole discretion. |
| 29 | Commercial s BOT Model Clarifications | One-Time Cost Sharing | Please clarify whether the one-time development cost is expected to ăe fully ăorne ăy the ăidder under BOT or partially supported ăy TMC. | The one-time development cost shall ăe fully ăorne ăy the selected ăidder under the BOT model. No separate or partial financial support for development cost shall ăe provided ăy TMC. |
| 30 | Commercial s BOT Model Clarifications | Payment Gateway Charges | Kindly confirm whether payment gateway charges shall ăe ăorne ăy ăidder, citizen, or reimăursed ăy TMC. | RFP condition prevails |
| 31 | Commercial s BOT Model Clarifications | ERP Downtime | Please confirm how ERP unavailaăility/ downtime will ăe handled for SLA, penalties, and revenue impact. | Delays attriăutaăle to ERP-side processing, third-party systems, or dependencies ăeyond the control of the selected ăidder shall ăe excluded from SLA ăreach calculations, suăject to proper documentation and validation ăy TMC. SLAs shall apply only to components and activities within the ăidder's scope and control. |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 32 | Commercial s BOT Model Clarifications | ERP Upgrade Impact | Kindly clarify responsiăility if ULB upgrades/ replaces ERP during contract period impacting integrations. | In case of any upgradation, replacement, or modification of ULB/TMC ERP or underlying systems during the contract period, the Technology Partner shall ăe responsiăle for ensuring necessary integration, modification, or reconfiguration of the DigiThane platform. TMC shall provide required APIs and technical support as availaăle. No additional cost shall ăe payaăle ăy TMC. |
| 33 | Commercial s BOT Model Clarifications | Multi-Vendor ERP | If ERP is managed ăy a third-party vendor, kindly clarify whether coordination responsiăility lies with TMC. | RFP condition prevails |
| 34 | Commercial s BOT Model Clarifications | ERP Data Accuracy | Please confirm that the ăidder will not ăe liaăle for data inconsistencies originating from ERP systems. | Yes |
| 35 | Technical s Architecture Clarifications | Hosting | Please confirm whether hosting is expected on TMC-provided infrastructure or ăidder-managed MeitY-compliant cloud. | Hosting of the DigiThane platform shall ăe ăidder-managed on a MeitY-compliant cloud infrastructure for the entire contract period. TMC shall not provide hosting infrastructure, and the selected ăidder shall ăe solely responsiăle for hosting, security, compliance, DC/DR, and related operations as per RFP provisions. |
| 3C | Technical s Architecture Clarifications | DC–DR | Kindly confirm the required DC–DR architecture and RPO/RTO expectations. | As per Clause 4.9.2, the detailed DC–DR architecture, RPO/RTO parameters, and moăile application design (including native or hyărid approach) shall ăe finalized during the SRS/SDD phase in consultation with the selected ăidder. |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 37 | Technical s Architecture Clarifications | Moăile Apps | Please clarify whether hyărid moăile apps (single codeăase for Android s iOS) are acceptaăle. | As per Clause 4.9.2, the detailed DC–DR architecture, RPO/RTO parameters, and moăile application design (including native or hyărid approach) shall ăe finalized during the SRS/SDD phase in consultation with the selected ăidder. |
| 38 | Technical s Architecture Clarifications | Language Support | Please confirm mandatory language requirements (Marathi / Hindi / English) at Go-Live. | RFP Condition Prevails |
| 39 | Technical s Architecture Clarifications | Security Compliance | Kindly confirm if CERT-In empanelled VAPT is mandatory and frequency of audits. | CERT-In empanelled VAPT is mandatory and shall ăe conducted prior to Go-Live of the DigiThane platform and after every major upgrade or change. In addition, the selected ăidder shall ensure at least one VAPT/security audit annually, at its own cost, through a CERT-In empanelled agency, and suămit the reports to TMC. Any critical or high-risk oăservations shall ăe remediated ăefore Go-Live or within timelines prescriăed ăy TMC. |
| 40 | Project Timeline s Delivery | Implementation Timeline | Please confirm whether a phased Go-Live of services is acceptaăle instead of a single ăig-ăang launch. | All DigiThane services within the defined scope shall ăe mandatorily live at Go-Live; phased implementation shall ăe permitted only for revenue-generation and monetization features, which must ăe proposed in the Technical Proposal and approved ăy TMC. |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 41 | Project Timeline s Delivery | Dependency on ERP | Will delays due to ERP API unavailaăility ăe considered for timeline relaxation without penalty? | Any delays attriăutaăle solely to such dependencies may ăe considered for appropriate extension of timelines, without levy of penalties, suăject to review and approval ăy the competent authority and in accordance with the contract provisions. |
| 42 | Project Timeline s Delivery | UAT Ownership | Please clarify whether UAT sign- off shall ăe provided ăy respective departments or centrally ăy TMC IT. | UAT shall ăe conducted ăy the respective concerned departments, with sign-off ăy the respective HoD, and shall ăe suăject to final approval ăy the competent authority of TMC as per internal procedures. |
| 43 | Project Timeline s Delivery | Go-Live Criteria | Kindly confirm the minimum număer of services required for initial Go-Live. | RFP Condition Prevails |
| 44 | Operations s OsM Phase | Onsite Resources | Please clarify the minimum onsite manpower requirement during OsM phase. | RFP Condition Prevails |
| 45 | Operations s OsM Phase | Change Requests | Kindly confirm how new services / enhancements ăeyond the 69 services will ăe handled commercially. | Any new services or enhancements ăeyond the initially listed services shall ăe developed and implemented ăy the selected ăidder at no additional cost to TMC, and any revenue arising therefrom shall ăe shared with TMC as per the revenue-sharing mechanism defined in the RFP. |
| 4C | Operations s OsM Phase | Third-Party Integrations | Will integrations with new state/central platforms during OsM ăe treated as change requests? | No |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 47 | Operations s OsM Phase | Helpdesk Scope | Please clarify whether helpdesk support includes citizen queries only or departmental users as well. | The Helpdesk support shall cover citizen queries as well as queries from departmental and internal stakeholders, including TMC staff, merchants, and other authorized users of the DigiThane platform. The scope includes call handling, ticketing, email support, first-level technical assistance, follow-ups, and user training, as defined in the RFP. |
| 48 | Legal, Risk s Contractual Safeguards | Data Ownership | Please confirm that all citizen and transactional data ownership shall vest with TMC. | Yes |
| 49 | Legal, Risk s Contractual Safeguards | Data Usage | Kindly clarify whether anonymised, aggregated data insights may ăe used for analytics and planning dashăoards. | Anonymised and aggregated data insights may ăe used solely for analytics, planning, and governance dashăoards of TMC, provided that no personally identifiaăle or sensitive data is exposed and all usage strictly complies with the data privacy, security, and confidentiality provisions of the RFP and suăject to approval from TMC. |
| 50 | Legal, Risk s Contractual Safeguards | Penalties | Please clarify applicaăility of penalties where SLA ăreaches occur due to external system dependency. | Any delays attriăutaăle solely to external system dependencies may ăe considered for appropriate extension of timelines, without levy of penalties, suăject to review and approval ăy the competent authority and in accordance with the contract provisions. |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| 51 | Legal, Risk s Contractual Safeguards | Exit Management | Kindly confirm the scope of exit management and data handover at the end of the contract. | Exit management and data handover shall ăe carried out strictly as per the Exit Management provisions of the RFP, wherein upon expiry or termination of the contract, the selected ăidder shall handover and transfer the complete DigiThane data, including dataăase, schema, and related documentation, in a readaăle, usaăle, and platform-independent format, along with necessary transition and knowledge-transfer support, at no additional cost to TMC. |
| 52 | ERP s Dependency Risk | SLA Handling | Kindly clarify how SLAs and penalties will ăe treated where delays occur due to ERP-side processing or downtime. | Delays attriăutaăle to ERP-side processing, third-party systems, or dependencies ăeyond the control of the selected ăidder shall ăe excluded from SLA ăreach calculations, suăject to proper documentation and validation ăy TMC. SLAs shall apply only to components and activities within the ăidder's scope and control. |
| 53 | Legal, Risk s Contractual Safeguards | IP Rights | Please clarify ownership of custom developments vs pre-existing platform components of the ăidder. | All custom developments, configurations, source code, scripts, documents, and other deliveraăles created specifically for DigiThane during the contract period shall vest exclusively with TMC, while any pre-existing proprietary platform components of the ăidder shall remain the ăidder's property, suăject to a perpetual, irrevocaăle, royalty-free license granted to TMC for operation, maintenance, and future |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
|---|---|---|---|---|
| | | | | enhancement of the DigiThane platform, as per the RFP. |
| **54** | ERP s Dependency Risk | IP Rights | Kindly clarify IP ownership of custom developments versus the ăidder's pre-existing platform components. | All custom developments, configurations, source code, scripts, documents, and other deliveraăles created specifically for DigiThane during the contract period shall vest exclusively with TMC, while any pre-existing proprietary platform components of the ăidder shall remain the ăidder's property, suăject to a perpetual, irrevocaăle, royalty-free license granted to TMC for operation, maintenance, and future enhancement of the DigiThane platform, as per the RFP. |
| **55** | ERP s Dependency Risk | Adoption Support | Kindly confirm whether DigiThane will ăe promoted as the primary/default digital channel for citizen services. | Yes. As detailed under Section 4.11, TMC shall promote DigiThane as the primary digital platform for citizen engagement and services. |
| **5C** | Commercial s BOT Model Clarifications | API Changes | Please confirm that material API changes in ERP will ăe treated as a change request with commercial impact. | In case of any upgradation, replacement, or modification of ULB/TMC ERP or underlying systems during the contract period, the Technology Partner shall ăe responsiăle for ensuring necessary integration, modification, or reconfiguration of the DigiThane platform. TMC shall provide required APIs and technical support as availaăle. No additional cost shall ăe payaăle ăy TMC. |

| SN | Section & Clause No. | Reference/ Subject | Clarification Sought | Response |
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| 57 | ERP s Dependency Risk | Banking Partner | Please confirm whether the ăidder may propose its own ăanking/payment gateway partner, suăject to compliance requirements. | Since JV/Consortium is permitted as per Clause 2.1.4 of the RFP, the ăidder may associate with a ăanking partner for providing payment gateway services, either as a consortium/JV memăer or through an approved arrangement. The proposed payment gateway shall ăe suăject to compliance with applicaăle government guidelines and approval of TMC. Any change or adoption of a TMC-mandated/common payment gateway shall ăe implemented ăy the selected ăidder as per RFP provisions. |
| 58 | Commercial s BOT Model Clarifications | Legacy data | Please share the past data (Last 3 years) for all services served through the Digital platfrom | The past DigiThane platform data for the last three years shall ăe made availaăle to the selected ăidder during project implementation. Bidders are advised to carry out their own assessment ăased on puălicly availaăle information for the purpose of ăid preparation. |
| 59 | ERP s Dependency Risk | Historical Data | Request TMC to kindly share last three years' service transaction data for services currently delivered through digital platforms. | The past DigiThane platform data for the last three years shall ăe made availaăle to the selected ăidder during project implementation. Bidders are advised to carry out their own assessment ăased on puălicly availaăle information for the purpose of ăid preparation. |
| C0 | 2. Instruction to Bidders<br>2.14. Consortium / JV | | Query - If we ăid for this project via a consortium, can a non-lead ăidder of the consortium deposit ăank guarantee if they win this tender? | RFP condition prevails |

# Thane Municipal Corporation

Phone: 022-25440641,
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ठाणे महानगरपालिका

Thane Municipal Corporation,
Almeda Road, Pachpakhadi,
Thane, Maharashtra, 406002,
India

## Corrigendum - 1

**RFP / Tender Name:** RFP For Selection of Technology Partner for Development, Upgradation, Implementation, Operations s Maintenance of DigiThane Citizen Engagement Platform

**Tender Reference No:** TMC/PRO/IT/1129/2025-26

### 1. Invitation for Proposal

| Sr. | Information | Details (as per RFP) | Modified details |
|---|---|---|---|
| 1. | Advertising Date | From 30/01/2026, Time: 5.00 PM | From 30/01/2026, Time: 5.00 PM |
| 2. | Download Date | From 30/01/2026, to Date: 20/02/2026, Time : Till 5:00 PM | From 30/01/2026, to Date: 20/02/2026, Time : Till 5:00 PM |
| 3. | Last date to send in requests for clarifications | 05/02/2026, Time: 5.00 PM<br>Refer bid format as per RFP section 2.3 Clarification on Tender Document on mail id : it@thanecity.gov.in | 05/02/2026, Time: 5.00 PM<br>Refer bid format as per RFP section 2.3 Clarification on Tender Document on mail id : it@thanecity.gov.in |
| 4. | Date, Time, and place of pre-bid conference | Date: 06/02/2026, Time: 3.00 PM.<br>As given below,<br>DMC IT Chamber, 3rd floor, TMC, Thane, 400602 | Date: 06/02/2026, Time: 3.00 PM.<br>As given below,<br>DMC IT Chamber, 3rd floor, TMC, Thane, 400602 |

| Sr. | Information | Details (as per RFP) | Modified details |
|---|---|---|---|
| 5. | Release of response to clarifications would be available at | http://mahatenders.gov.in | http://mahatenders.gov.in |
| 6. | Last date (deadline) for online submission of bids | 20/02/2026 till 5:00 PM on http://mahatenders.gov.in | 27/02/2026 till 5:00 PM on http://mahatenders.gov.in |
| 7. | Technical Bid Opening Date & Time | Date: 23/02/2026 Time: 3:00 PM | Date: 04/03/2026 Time: 3:00 PM |
| 8. | Date for Presentation | To be informed | To be informed |
| 9. | Commercial Bid Opening Date & Time | To be informed | To be informed |
| 10. | Address for communication and hard copy submission | **Address for communication and hard copy submission:**<br><br>**Chief Information and Technology Officer**<br>Thane Municipal Corporation, Almeda Road<br>Pachpakhadi, Thane 400602<br>Phone: 022-25331590 Ext:123<br>Email id: it@thanecity.gov.in | **Address for communication:**<br><br>**Chief Information and Technology Officer**<br>Thane Municipal Corporation, Almeda Road<br>Pachpakhadi, Thane 400602<br>Phone: 022-25331590 Ext:123<br>Email id: it@thanecity.gov.in |

| Sr. No. | RFP Clause | Details (as per RFP) | Modified details |
|---|---|---|---|
| 2. | **1. Invitation for Proposal**<br><br>**Page no. 10** | Selected Bidder shall provide a Performance Bank Guarantee from a Nationalized or Scheduled Commercial Banks as per RBI to TMC, for a value equivalent to the Amount "Twice of Total Fixed Cost for a year" (as per Section 6.3.1 Annexure M: Commercial Bid Format). The Validity of the Bank Guarantee shall ăe for 180 days post contract period. | Selected Bidder shall provide a Performance Bank Guarantee from a Nationalized or Scheduled Commercial Banks as per RBI to TMC, for a value equivalent to the Amount "equal to the Total Fixed Cost for one year" (as per Section 6.3.1 Annexure M: Commercial Bid Format). The Validity of the Bank Guarantee shall ăe for 180 days post contract period. |

| Sr. No. | RFP Clause | Details (as per RFP) | Modified details |
|---|---|---|---|
| 3. | **2. Instruction to Bidders**<br><br>**2.34. Performance Bank Guarantee**<br><br>**Page no. 27** | Selected Bidder shall provide a Performance Bank Guarantee from a Nationalized or Scheduled Commercial Banks as per RBI to TMC, for a value equivalent to the Amount "Twice of Total Fixed Cost for a year" quoted ăy ăidder (as per Section 6.3 Annexure M: Commercial Bid Format). The Validity of the Bank Guarantee shall ăe for 180 days post contract period. | Selected Bidder shall provide a Performance Bank Guarantee from a Nationalized or Scheduled Commercial Banks as per RBI to TMC, for a value equivalent to the Amount "equal to the Total Fixed Cost for one year" quoted ăy ăidder (as per Section 6.3 Annexure M: Commercial Bid Format). The Validity of the Bank Guarantee shall ăe for 180 days post contract period. |
| 4. | **8. General Contract Conditions**<br><br>**8.40. Performance Security**<br><br>**Page no. 9C** | Selected Bidder shall provide a Performance Bank Guarantee from a Nationalized or Scheduled Commercial Banks as per RBI to TMC, for a value equivalent to the Amount "Twice of Total Fixed Cost for a year" quoted ăy ăidder (as per Section 6.3 Annexure M: Commercial Bid Format). The Validity of the Bank Guarantee shall ăe for 180 days post contract period. | Selected Bidder shall provide a Performance Bank Guarantee from a Nationalized or Scheduled Commercial Banks as per RBI to TMC, for a value equivalent to the Amount "equal to the Total Fixed Cost for one year" quoted ăy ăidder (as per Section 6.3 Annexure M: Commercial Bid Format). The Validity of the Bank Guarantee shall ăe for 180 days post contract period. |
| 5. | **2. Instruction to Bidders**<br><br>**2.28. Technical Evaluation of Bids (TQ 2)**<br><br>**Page no. 2C** | Experience of successfully completed deployment of Citizen Engagement Project in at least 1 City in India accessiăle through Weăsite and Moăile application (Android s iOS) having minimum 1 Lakh downloads over the last five years (as on date of puălishing the RFP) | Experience of successfully completed deployment of Citizen Engagement Project in at least 1 City in India accessiăle through Weăsite and Moăile application (Android s iOS) having minimum 50,000 downloads over the last five years (as on date of puălishing the RFP). |
| C. | **2. Instruction to Bidders**<br><br>**2.28. Technical Evaluation of Bids**<br><br>**TQ 4** | To ăe evaluated from the technical presentation to ăe given ăy the Bidder. Details of the venue and time of the presentation shall ăe communicated separately.<br><br>Bidders shall ăe asked to give a presentation (Approx. duration of 30 minutes) during the Technical Bid Evaluation Process. | To ăe evaluated from the technical presentation to ăe given ăy the Bidder. Details of the venue and time of the presentation shall ăe communicated separately.<br><br>Bidders shall ăe asked to give a presentation (Approx. duration of 30 minutes) during the Technical Bid Evaluation Process.<br>The presentation shall ăe evaluated on the parameters ăelow: |

| Sr. No. | RFP Clause | Details (as per RFP) | Modified details |
|---|---|---|---|
| | **Page no. 23** | The presentation shall ăe evaluated on the parameters ăelow:<br>1. Clarity and depth of understanding of the project's oăjectives, scope and requirements as shown ăy the Bidder in technical presentation or solution document.<br>2. Bidder's understanding of communication needs of various municipal departments, and experience of multiple Municipal department communication.<br>3. Bidder's understanding of various components of the project and operations/communication strategy proposed.<br>4. Tentative communications plan proposed ăy Bidder for first quarter.<br>5. Innovative ideas for revenue augmentation and creation of additional revenue streams from DigiThane | 1. Clarity and depth of understanding of the project's oăjectives, scope and requirements as shown ăy the Bidder in technical presentation or solution document.<br>2. Bidder's understanding of communication needs of various municipal departments, and experience of multiple Municipal department communication.<br>3. Bidder's understanding of various components of the project and operations/communication strategy proposed.<br>4. Tentative communications plan proposed ăy Bidder for first quarter.<br>5. Innovative ideas for revenue augmentation and creation of additional revenue streams along with details in given format of revenue generation model in annexure E from DigiThane App |
| **7.** | **4. Scope of Work**<br>**4.4. Onsite Team Deployment**<br><br>**Page no. 41** | Project Management Team – 1 No<br><br>• MBA/PGDM with minimum 8 years work experience<br>• Minimum 2 years work experience in managing Citizen Engagement Programs for a Government Project | Project Management Team – 1 No<br><br>• MCA/MBA/PGDM with minimum 8 years work experience<br>• Minimum 2 years work experience in managing Citizen Engagement Programs for a Government Project |
| **8.** | **4. Scope of Work**<br><br>**4.12. Revenue Sharing Mechanism**<br><br>**New clause addition** | 1. In compliance with Government of India guidelines, no convenience fee shall ăe charged solely for the use of digital payment modes. Any citizen facilitation or digital service fees, if considered, shall ăe suăject to explicit approval ăy the competent authority of TMC, alignment with applicaăle government policies, and may ăe revised, withdrawn, or discontinued as per statutory requirements or puălic interest considerations.<br>2. All municipal services provided ăy Thane municipal Corporation (at present or in future) shall ăe made availaăle to citizens at no additional cost ăeyond the statutory fees or charges prescriăed ăy Thane Municipal Corporation.<br>3. Advertisements and sponsored content on the DigiThane platform shall ăe strictly governed ăy DGIPR guidelines and applicaăle Government of Maharashtra policies.<br>4. The ăidder shall provide provision for Citizen surveys, questionnaire, and advertisement slots (as per TMC requirement) for Government/TMC advertisements at no additional cost.<br>5. All content shall ăe limited, regulated, non-intrusive, and fully compliant with government norms, and TMC reserves the right to approve, reject, modify, or withdraw any such content at its sole discretion. | |

## 9. Modified Clause: Annexure E

### 5. Annexure I: Format for Technical Bid

### 5.5 Annexure E: Approach and Methodology for Implementation of the Technical Solution

The approach and methodology shall consist of the following elements, at the minimum:

1. Clarity and depth of understanding of the project's oăjectives, scope and requirements as shown ăy the Bidder in technical presentation or solution document.
2. Bidder's understanding of communication needs of various municipal departments, and experience of multiple Municipal department communication.
3. Bidder's understanding of various components of the project and operations/communication strategy proposed.
4. Tentative communications plan proposed ăy Bidder.
5. Innovative ideas for revenue augmentation and creation of additional revenue streams from DigiThane App along with Revenue Generation Model details in given format

#### A. Revenue Generation Model

The ăidder must provide a detailed Revenue Generation Model covering following taăles

**i. Proposed revenue streams**

| Sr. no | Revenue Stream Name | Product Definition | Target Segment | Pricing Logic | Primary KPIs | Key Risks |
|---|---|---|---|---|---|---|
| 1 | Advertisement | | | | | |
| 2 | Suăscriptions | | | | | |
| 3 | Digital Services | | | | | |
| 4 | Any other streams | | | | | |

**ii. Pricing strategy, Revenue forecast**

| Sr. no. | Product/ Service | Customer Segment | Value Proposition Summary | Pricing Model (Flat/ Tiered/ Usage/ Freemium /..) | List Price (₹) | Unit (month/user/1k impressions/screen/day) | Intro Offer (₹/% & duration)/ Discount Bands% (Vol/Term/ Promotion) | Floor Price (₹) | Forecast, Indexation (%/year) | Evidence/ Source Link |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Product 1 | | | | | | | | | |
| 2 | Product 2 | | | | | | | | | |
| 3 | Product 3 | | | | | | | | | |
| 4 | Product 4 | | | | | | | | | |

**iii. Go-To-Market Strategy plan**

| Sr. no. | Channel | Description | Areas | Expected outcome | Period | Benefits | Annual |
|---|---|---|---|---|---|---|---|
| 1 | Plan 1 | | | | | | |
| 2 | Plan 2 | | | | | | |
| 3 | Plan 3 | | | | | | |
| 4 | Plan 4 | | | | | | |

**iv. Infrastructure monetization strategy**

- Assets
- Capacity units
- Primary use case
- Resource utilization

v. **Risk mitigation**

| Sr. no. | Risk | Category (Financial/ Operational/ Regulatory/ Technology) | Risk Probability (%) | Risk Impact (₹ or Qualitative) | Risk Mitigation | Early Warning Indicators | Owner |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |

vi. **Compliance mechanisms, SLA Monitoring Mechanism/Tool and innovative Dashboard**

- Compliance mechanisms Acts mechanism, tools
- SLA Monitoring Mechanism/Tool details
- innovative Dashăoard functionalities

***Note:** Aăove mentioned details are indicative. Bidder can change as per project requirement. The model should demonstrate financial sustainaăility and support long-term management of the Digithane infrastructure.

ठाणे महानगरपालिका ठाणे
माहिती व तंत्रज्ञान विभाग
मुदतवाढ क्र. २

ठाणे महानगरपालिकेमार्फत निविदा सूचना क्र. ठामपा/पिआरओ/मा.त.वि/११२९/२०२५-२६, दि. २९/०१/२०२६ अन्वये प्रसिद्ध निविदा सुचनेमधील ठाणे महानगरपालिका क्षत्रात ठाणे शहरातील नागरीकांना महापालिकेच्या विविध सेवांची कामे सुलभ होणेसाठी "डिजी-ठाणे" नागरीक सहभाग प्लॅटफॉर्मचे अपग्रेडेशन, अंमलबजावणी, संचालन व देखभाल करणे या कामासाठी मागविण्यात आलेल्या निविदेकरीत विविध संस्थांकडून सदर निविदेस मुदतवाढ मिळण्यासाठी विनंती प्राप्त झाल्यानुसार सदर निविदेस दि.१६/०३/२०२६ पर्यंत द्वितीय मुदतवाढ देण्यात येत आहे.

सविस्तर निविदा सूचना व निविदा शुद्धिपत्रक ठाणे महानगरपालिकेचे संकेत स्थळ https://mahatenders.gov.in वर दि. १६/०३/२०२६ पर्यंत उपलब्ध आहे. ऑनलाईन निविदा ठाणे महानगरपालिकेचे संकेत स्थळ https://mahatenders.gov.in येथे दि. १६/०३/२०२६ रोजी पर्यंत सायं. १७.०० वाजेपर्यंत स्विकारण्यात येतील. निविदा दि. १८/०३/२०२६ रोजी दु. १५.०० वाजता निविदाकार अथवा त्यांचे प्रतिनिधीं समक्ष उघडण्यात येतील.

26/02/2026.
उप आयुक्त (IT)
ठाणे महानगरपालिका, ठाणे

**THANE MUNICIPAL CORPORATION, THANE**

Information Technology Department

Extension No. 2

Thane Municipal Corporation had invited Tender from experienced and reputed companies, firms for Selection of Technology Partner for Upgradation, Implementation, Operation & Maintenance of Digi-Thane citizen engagement platform via Notice No. TMC/PRO/IT/1129/2025-26, Dated 29/01/2026. With reference to the request received from several vendors the extension is published by TMC and is available on website https://mahatenders.gov.in up to 16/03/2026 at 17.00 Hrs. Tender shall be opened on 18/03/2026 at 15:00 Hrs in the presence of bidders or their authorised representatives.

26/02/2026.

Dy. Municipal Commissioner (IT)
Thane Municipal Corporation, Thane