



महाराष्ट्र जीवन प्राधिकरण

MAHARASHTRA JEEVAN PRADHIKARAN REQUEST FOR PROPOSAL (RFP)

RFP Reference No. 3 for 2018-19

FOR

**APPOINTMENT OF AGENCY FOR DEVELOPMENT OF
E- MEASUREMENT, BILLING, AND MONITORING SOFTWARE
FOR
MAHARASHTRA JEEVAN PRADHIKARAN**

MAHARASHTRA JEEVAN PRADHIKARAN

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DISCLAIMER

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

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

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

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

Maharashtra Jeevan Pradhikaran

The Authority may in its absolute discretion, but without being under any obligation to so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

The Bidder on submission of the first Proposal shall be deemed to have acknowledged and undertaken that based on the terms and conditions of this RFP, the Bidder shall independently arrive at the solution, which is suitable for the requirements of the Authority and shall recommend the same in its bid after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with the requirements of this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and expressly described in this RFP and shall be provided by the Bidder at no additional cost whatsoever.

DETAILED TENDER NOTICE

Detailed Tender (RFP) Notice No. - 3 for 2018-19

Office- Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran , Mumbai

1. On line electronic bids in prescribed format for below mentioned work are invited by Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai from bidders with proven experience and having products of the shelf model.

Sr. No	Name of Work	Earnest Money Deposit in ₹	Tender fee in Rs.	Time for completion
1	APPOINTMENT OF AGENCY FOR DEVELOPMENT OF E- MEASUREMENT, BILLING, AND MONITORING SOFTWARE FOR MAHARASHTRA JEEVAN PRADHIKARAN	Rs.200,000/-	Rs.5600/- (Including 12% GST)	6 Months for Supply, customization and installation of Software and 4.5 years for maintenance after successful testing.

2. The Quality cum Cost Based Selection (QCBS) method is applicable for evaluation of proposal.
3. The forms of Tender documents are available on the e-Tendering website <https://mahatenders.gov.in>. The aspiring Bidders will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender Online. Also he has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
4. **EARNEST MONEY DEPOSIT/TENDER FEES :**
While submitting duly filled tender document through <https://mahatenders.gov.in>. Bidder needs to pay online E.M.D. of Rs.200,000/- (₹ Two Lakh only) and cost of bid documents Rs. 5600/-.

Tender fee and EMD shall be paid by

1. SBI Net Banking or
2. Other Bank Internet Bank MOPS.

For any assistance please contact help desk.

Details are available online.

The online payment procedure can be seen on

<https://mahatender.gov.in> → Announcement → online payment procedure.

Online payment requires 48 hours in Bank working days for clearance and hence, payment should have been made accordingly.

Maharashtra Jeevan Pradhikaran

The EMD will be retained in the pooling account and will be refunded to the unqualified / unsuccessful bidders after award of tender to the successful lowest bidder. The EMD of successful bidder will be ultimately refunded or will be adjusted against the security deposit after selection of the successful bidder at the time of execution of the contract. In case, the Chief Engineer/Commissioner/Chief Officer decided to forfeit / adjust the EMD amount of the bidder, the EMD amount in such cases shall be credited to the bank account of the MJP. The mandate for EMD refunds / forfeit / adjustment against security deposit shall trigger from e-tender application of NIC portal.”

NOTE - The bidder should make the payment well in advance so as to ensure that the payment reaches to Bank 4 (four) days before date and time for submission of tender.

5. The bidder has to prepare & submit Tender Documents Online on or before last date of submission as mentioned in tender notice.
6. The bidder should upload the documents in readable form, He should take trial of uploads by taking printout. The unreadable documents will be treated as null & void. The remaining documents will be evaluated. The decision of opening Authority regarding this will be binding to all bidders.
7. All rights are reserved by the Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai to reject any or all Tender documents without assigning any reason.
8. Those bids without the above said payments or missing required documents will be summarily rejected.

9. Time schedule for this tender as follows-

Sr. No	Details	Start Date	Hrs.	End Date	Hrs.
1	Publication of tender	25 /07/2018	11.00 Hr.		
2	Document download	25 /07/2018	13:00 Hr.	18/08/2018	13:00 Hr.
3	Pre-Bid Meeting	02 /08/2018@	12.00 Hr.		
4	Bid Submission	06/08 /2018	13:00 Hr.	18/08/2018	17.00 Hr.
5	Bid Opening Date(Technical)	20/08 /2018,	14:00 Hr (If Possible)		
6	Bid Opening Date(Financial)	24 /08/2018,	14.00 Hr. (If Possible)		

List of Abbreviations

API	Application Program Interface
COTS	Customized Off The Shelf
CR	Change Request
DE	Deputy Engineer/ SDE/SDO/AE-1/AEE
DTP	Draft Tender Paper
DC	Data Centre
DR	Disaster Recovery
EIRL	Extra Item Rate List
EMD	Earnest Money Deposit
EE	Executive Engineer
FRS	Functional Requirement Specifications
FS	Financial Score
GPR	Government Process Reengineering
ICT	Information & Communication Technology
IPR	Intellectual property rights
JE	Junior Engineer/Sectional Engg/Asst engg, class-2
LBD/LBH	Length x Breath x Depth / Length x Breath x Height
LOC	Letter of Credit
MIS	Management Information System
MS	Member Secretary
MB	Measurement Book
MJP	Maharashtra Jeevan Pradhikaran
NIT	Notice for Inviting Tenders
PBG	Performance Bank Guarantee
PVC	Price Variation clause
QCBS	Quality cum Cost Based Selection
RFP	Request For Proposal
RGT	Requirement Gathering Template
SD	Security Deposit
SE	Superintending Engineer
SLA	Service Level Agreement
SI	System Integrator
SDD	Software Design Document
SRS	Software Requirement Specification
TS	Technical Score
UAT	User Acceptance Testing
VD	Virtual Document

REQUEST FOR PROPOSAL DATA SHEET

SR No.	Information	Details
1	Tender Notice No.	3 of 2018-19
2	Name of the Work	APPOINTMENT OF AGENCY FOR DEVELOPMENT OF E- MEASUREMENT, BILLING, AND MONITORING SOFTWARE FOR MAHARASHTRA JEEVAN PRADHIKARAN
3	Earnest Money Deposit Amount	Rs.200,000/- (Rupees Two Lakh only) will be paid online.
4	Name of the tender issuer	Superintending Engineer (HQ) ,Maharashtra Jeevan Pradhikaran Express Towers, 4th Floor, Nariman Point,Mumbai- 400 021
5	Date of availability of Tender documents on the website for download	Dt. 25/07 /2018 at 13.00 hrs to 18/08 /2018 at 15.00 hrs
6	Last date for submission of online queries for clarifications & Reply of queries will be given after Dt. 04/08/2018	02/ 08 /2018 at 10.00 hrs
7	Pre-Bid Conference Meeting date and venue	On 02/08/2018 at 12.00 hrs in the Office of the Member Secretary, Maharashtra Jeevan Pradhikaran, 4 th floor, Express Tower, Nariman Point, Mumbai- 400021.
8	Last date for online Submission of Bids	18 /08 /2018 at 17.00 hrs
9	Date of opening of Technical Bids	20/ 08/2018 at 14.00 hrs
10	Place of opening of Bid	Superintending Engineer(HQ), Maharashtra Jeevan Pradhikaran Express Towers, 4th Floor, Nariman Point,Mumbai- 400 021
11	Validity period of Offer	120 days from last date of submission of Bid
12.	The formats of the Technical Proposal to be submitted are:	
a.	Form Tech.1 Bid Form	
b.	Form Tech.2 Details of Bidder	
c.	Form Tech.3 Applicant Experience of Relevant Project	
d.	Form Tech.4 Technical & Support Staff	
e.	Form Tech.5 Description of Approach, Methodology & Work Plan	
f.	Form Tech.6 Team Composition & CV of	

	Key Personal	
g.	Form Tech.7 Financial Strength Details	
h.	Form Tech.8 Compliance Sheet of Technical Proposal	
i.	Form Tech.9 Proposed Work Schedule & Work Plan	
j.	Form Tech.10 Power of Attorney	
k.	Form Tech.11 Self Declaration	
	FormTech.12 Model Form of performance Bank Gaurantee Form	
	Form Tech.13 Bank Solvency Certificate	
	Form Tech.14 Joint Venture Agreement	
12	Time limit for Completion of Work	6 Months for Supply, customization and installation of Software and 4.5 years for maintenance after successful testing.
13	Address for Communication	Superintending Engineer(HQ), Maharashtra Jeevan Pradhikaran Express Towers, 4th Floor, Nariman Point,Mumbai- 400 021
14	Cost of Bid Document	<input type="checkbox"/> 5,600/- (Including 12% GST) to be paid online

GENERAL INSTRUCTIONS

1.1.INTRODUCTION

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the proposals. These are generic in nature, but the Bidder is required to abide by them during the proposal submission and Project execution.

The bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this tender document. The bid should be precise, complete and in the prescribed format as per the requirement of the tender document. Failure to furnish all information required by the tender document or submission of a bid not responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of the bid. The "Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai" shall at his/her sole discretion is entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

1.2 Interpretation

- a) References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexure are to clauses, sub-clauses, paragraphs, schedules and annexure to this RFP;
- b) Use of any gender includes the other genders;
- c) References to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) References to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e) Reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f) Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g) References to a 'business day' shall be construed as a reference to a day (other than a Sunday and any public holiday) on which Government offices in the States are generally open for business;
- h) References to times are to Indian Standard Time;
- i) Reference to any other document referred to in this RFP is a reference to that other document as amended, varied, notated or supplemented at any time.
- j) All headings and titles are inserted primarily for convenience.
- k) Bidder has been used for the same entity i.e. bidder selected for the project.

1.3 MEASUREMENTS AND ARITHMETIC CONVENTIONS

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR □.

1.4 LANGUAGE OF BID

The proposal and various documents related to the RFP should be in English language only. All correspondence between “Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai” and the bidder would also be in English & Marathi language. Supporting documents and printed literature furnished by the bidders shall be in English & Marathi language

1.5 TENDER AUTHORITIES

“Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai” is the Prime authority for this RFP Document and Process.

1.6 VALIDITY OF PROPOSAL

MJP requires that the proposal submitted in response to this document remain valid for acceptance for a period of not less than 120 days from the closing date of submission of the bid.

1.7 ACCEPTANCE OF PROPOSAL

Without limiting its rights at law or otherwise “Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai” reserves the right in its absolute discretion in relation to: Accepting or rejecting a response, seek written clarification from any or all of the applicants in relation to their responses, during the evaluation of bids, Varying or discounting the procurement process if it deems reasonable conditions exist to do so, Providing additional information to any or all applicants.

Cancelling, adding to or amending the information, requirements, terms, procedures or processes set out in this document. In such a case the Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai shall publish these on the website. Identifying opportunities for collaborative responses to be offered for the delivery of specified services Issue an open tender/RFP waive any small/ minor informalities in the process.

1.8 AMENDMENT OF TENDER DOCUMENT

At any time before the deadline for submission of bids “Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai” 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 amending, modifying and/or supplementing the same and publishing in website. All such amendments/ modifications shall be binding to the bidders without any further act or deed on MJP part. Such amendments will also be available on the websites on which RFP notifications published. In the event of any amendment, MJP reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids. If “Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai” deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue Supplements to RFP. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

1.9 CLARIFICATION ON RFP RESPONSE

During Technical and Financial evaluation of the Proposals, Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai may, at its discretion, ask Bidder for clarifications on their proposal.

1.10 PURCHASE OF RFP DOCUMENTS

- The forms of Tender documents are available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in>. The aspiring Bidders will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender online. Also he has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
- The blank tender forms will be available for download to bidders from the <https://mahatenders.gov.in>. After online payment of tender fee amount of Rs.5,600/- (Rupees. Five Thousand Nine Hundred only) including GST and tender fee to be furnished in Indian Rupees only.
- While submitting duly filled tender document through <https://mahatenders.gov.in>. Bidder need to pay online E.M.D. of Rs Rs.2,00,000/- (Rupees Two Lakh only) and EMD to be furnished in Indian Rupees only.
- The bidder has to prepare & submit Tender Documents On line on or before last date of submission as mentioned in tender notice.
- The bidder should upload the documents in readable form, He should take trial of uploads by taking printout. The unreadable documents will be treated as null & void. The remaining documents will be evaluated. The decision of opening Authority regarding this will be binding to all bidders.
- All rights are reserved by “Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai” to reject any or all Tender documents without assigning any reason.

- Those bids without the above said payments or missing required documents will be summarily rejected.

1.11 BID PARTICIPATION

The firm/applicant participating for this RFP (providing the software of e-measurement) for MJP shall be referred to as the Bidder.

1.12 ELIGIBILITY CRITERIA

- The bidder (each Partner in case of Consortium) should be a company registered under the Companies Act, 1956 since last **5** years.
- The Bidder's (Lead Partner in case of consortium) annual turnover in India should be at least Rs. 5.00 Crores in software development and services in each of last 3 financial years. The bidder should have a Capability Maturity Model (CMM) level – 3 certification OR The company should have ISO 9001 certification
- Bidders should be IT companies / organizations and should have positive net worth in each of last **3** financial years.
- The Bidder should also possess a minimum of 2 year of experience in Design, Development, Implementation with maintenance of Software solutions in Government / Government Undertaking / PSU Sector in India.
- Bidder should not be a blacklisted Company by any State, Central Government / Government Undertaking Company.
- The Bidder should have at least **20** permanent experienced software Professionals working in India.
- Bidder should have GSTIN registration Certificate.
- Bidder should have Income Tax PAN No.
- Consortium of maximum 2 parties is allowed to bid or meet the above pre-qualification criteria. Separate format is attached as **Annexure-Form Tech14** . Joint Venture Agreement
- Consortium/ JV is applicable only for software Training and maintenance for 5 years.
- Bidder should have Bank Solvency Certificate of Rs.20 Lakhs from Nationalized/ Scheduled Bank

1.13 INFORMATION FOR PROPOSAL SUBMISSION

1.13.1 CONTACT DETAILS

All inquiries concerning this procurement are to be directed to “Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai”, for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact will be cause for immediate rejection of the Proposer’s RFP Response. Substantive questions will be dealt with in writing. For further details and Bid documents please contact:

Superintending Engineer (HQ), Maharashtra Jeevan Pradhikaran
Express Towers, 4th Floor, Nariman Point,
Mumbai 400 021
Tel.: +91-22- 22835247
Email: headquarters@mjp.gov.in

1.13.2 AUTHENTICATION OF BIDS

The Bid Document shall be in indelible ink and shall be signed by a person or persons duly authorized by vendor/Firm. Letter of Authorization on Company Letter head signed by competent authority should be submitted. The person or persons sign all the pages of the Bid Document, including places where entries or amendments have been made.

1.13.3 CONFLICT OF INTEREST

MJP requires that the bidder must provide professional, objective, and impartial advice at all times holding MJP’s interest paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

1.13.4 RIGHT TO TERMINATE THE TENDER PROCESS

“Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai” may terminate the Tender process at any time without assigning any reason. MJP makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by MJP. The bidder’s participation in this process may not result in MJP, selecting the bidder in further discussions toward execution of a contract. MJP may terminate tender process at any time without assigning any reason.

1.14 EARNEST MONEY DEPOSIT

- I. Bidders shall submit online their bids, along with EMD of Rs 2,00,000/- (Rupees Two Lakh only) through online Payment on <https://mahatenders.gov.in> website.
- II. No interest will be payable to the bidder on the amount of the EMD.
- III. Unsuccessful bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days after the award of the contract to the selected implementation agency.
- IV. The EMD may be forfeited:
 - a. If a bidder withdraws his bid or modified his quoted prices during the period of bid validity or its extended period, if any; or
 - b. In the case of a successful bidder fails to sign the contract/agreement for any reason not attributable to the MJP.
 - c. In the case of a successful bidder fails to furnish Security Deposit/Performance Guarantee within specified time in accordance with the format given in the RFP.
 - d. During the bid process, if any information is found wrong / manipulated / hidden in the bid. The decision of "Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai" regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

1.15 VALIDATION OF INTERLINEATIONS IN BID

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

1.16 ELIGIBILITY OF ASSOCIATION/ JOINT VENTURE

The joint venture or consortium is allowed, however main /lead bidder would be treated as one who is fulfilling all the minimum eligibility criteria mentioned in this RFP. It will be the responsibility of main bidder to develop the software as per scope and functional requirement mentioned in this RFP. Maximum responsibility of second partner will be limited to training, capacity building and maintenance and giving support to MJP staff.

The Bidder can participate with maximum of one consortium or JV. In case a Joint Venture / Association of two firms, the proposal shall be accompanied by a certified and registered copy of legally binding Memorandum of Understanding (MOU), signed by all firms of the joint venture / Association Confirming the following therein:

- Date and place of signing;
- Purpose of Joint Venture / Association (must include the details of contract works for which the joint venture has been invited to bid);
- A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment;
- Delineation of duties / responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the J.V./Association for the proposed services;

- An undertaking that the firms are jointly and severally liable to the Engineer-in-charge (client) for the performance of the services and,
 - The authorized representative of the Joint Venture / Association.
- For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in Important Information.
- A firm can submit only one bid either sole or in JV/consortium otherwise bids will be rejected.
- In case the Bidder is a Consortium, for the purpose of evaluation on financial Parameters, financial parameters of the lead member shall be considered for evaluation.
- The Bid shall be signed by authorized signatory of consortium/ JV and to legally bind all the partners, and every Bid shall be submitted with a copy of the Commitment letter/Consortium Agreement clearly outlining the respective roles of the parties.
- In case the Bidder is a consortium, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Client under this Agreement, including without limitation the receiving of instructions and payments from the MJP.

2 BIDDING PROCESS

2.1 Pre Proposal Conference:-

Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

The date, time and venue of Pre-Proposal Conference shall Be:

Date: / /2018 and Time: 11.00 hrs

Venue: Office of the Member Secretary, Maharashtra Jeevan Pradhikaran, 4th floor, Express Towers, Nariman Point, Mumbai- 400021.

The Bidders may request any clarification on any clause of the RFP documents during the pre proposal conference meeting only.

2.2 Communications: All communications including the submission of Proposal should be

Addressed to:

Superintending Engineer (HQ), Maharashtra Jeevan Pradhikaran
Express Towers, 4th Floor, Nariman Point,
Mumbai 400 021

Tel.: +91-22- 22835247

Email: headquarters@mjp.gov.in

2.3 Bidders Queries

- 2.3.1 Pre-bid queries of only those Bidders will be responded who have submitted their queries before the deadline as per time schedule.
- 2.3.2 The Bidders will have to ensure that their pre-bid queries should reach to the Office of the Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai before the last date for sending pre-bid queries as mentioned in Time schedule of this document by the e-mail given in address for communication.
- 2.3.3 Telephone Queries shall not be entertained.

2.3.4 The queries should be submitted in the following format only on e-mail id of Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai.

Table 2: Queries of Bidder

Name of Bidder
Address of Bidder:
Tel:
Fax:
Email:
RFP Ref No:
RFP name:
RFP purchase info:RFP document purchase receipt should be attached

Sr.	RFP Page No.	RFP Clause No.	Clause Title	Queries/ Clarification	Justification by Bidder if any
1					
2					

2.3.5. MJP shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the MJP.

2.3.6 The purpose of these queries is to provide Bidders information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, the MJP reserves the right to respond to the queries.

2.3.7 Queries received beyond the date mentioned shall not be entertained.

2.3.8 The overall responsibility of carrying out the bid process up to award and resolution of contractual issues are of MJP dept being the beneficiary of the project and will perform the role of project executing department

2.4 PRE-BID CLARIFICATIONS

All clarifications shall be uploaded online at <https://mahatenders.gov.in>.

2.5 SUPPLEMENTARY INFORMATION/ CORRIGENDUM / AMENDMENT IN THE RFP

If MJP deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements/corrigendum to this RFP and will be made available on <https://mahatenders.gov.in>. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

Within 3 days of pre-bid meeting, MJP for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder. MJP may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on above mentioned website, and these will be binding on all the bidders. All such modifications to RFP shall be downloaded, printed, signed, scanned and uploaded in Technical envelop.

2.6 COST OF BID PREPARATION

The bidder shall bear all costs associated with the preparation and submission of its bid and MJP shall in no event or circumstance be held responsible or liable for these costs. All costs incurred in connection with participation in the bidding process, including costs incurred in participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by MJP to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process will be borne by the bidder. This RFP does not commit MJP to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.

2.7 BID SUBMISSION

2.7.1 LATE BIDS

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained

2.7.2 AVAILABILITY OF TENDER DOCUMENT

Tender documents can be downloaded from website <https://mahatenders.gov.in>. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all required information as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid.

2.7.3 MODE OF SUBMISSION

Tender Documents are to be prepared & submitted online as per instructions of e- tendering and upload on web site by digitally signed wherever necessary.

The detailed step by step procedure for uploading the Tender Documents, required Tender papers, Payment of tender fee, and E.M.D through e-payment Gateway is available on the e-Tendering website of Govt. of Maharashtra (<https://mahatenders.gov.in>) Bidders have to follow the instructions given on the above web site for filling up Tender Forms On line.

2.7.4 BID SUBMISSION ACKNOWLEDGEMENT

The bidder shall complete all the processes and steps required for Bid submission through <https://mahatenders.gov.in>. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Bidders may also note that the bids for which an acknowledgement is not generated by the e-Procurement system (<https://mahatenders.gov.in>) are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. MJP is not responsible for incomplete bid submission by users.

2.7.5 PROPOSAL FORMAT

The bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP on submission of a proposal not substantially responsive to all the aspects of the RFP shall be at bidders own risk and may be liable for rejection. The proposal as mentioned shall be submitted in two envelopes. Each envelope shall include the following information.

Envelope	Instructions
Envelope 1 - Technical Proposal	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP. The technical proposal should be uploaded on https://mahatenders.gov.in.</p> <p>This envelope should not contain any financial offer, in either explicit or implicit form, in which case the bid will be rejected. This envelope should contain “</p> <ul style="list-style-type: none"> • Power of Attorney authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP. • Receipt of Earnest Money Deposit from e tender site & cost of the Bid document. • Financial details and minimum annual turnover certified by CA.(Form Tech.7) • Registration certificate under the Indian Company’s Act 1956. • Copies of GSTIN Registration. and Income Tax PAN No. • Bidder should have uploaded Bank Solvency certificate of Rs. 20 Lakhs. (Form Tech.13) • .Covering letter as prescribed in RFP Bid Form – 1.Form Tech • Details of the Bidder as prescribed in Form Tech.2 • Relevant experience form along with necessary work orders/Completion Certificate as prescribed in Form Tech.3 certificate must signed by EE or equivalent rank officer. • Technical & support staff details (Form Tech.4 & 6) • conference minutes of meeting duly signed by the bidders on each page • Self declaration for blacklisting (Form Tech.11) • Joint Venture Agreement (Form Tech.14) • The uploaded Copy shall be signed before uploading and numbered by the authorized signatory on all the pages.
Envelope 2: Financial Proposal	<p>The financial proposal will be submitted only in the prescribed format and the bidder is expected to submit the financial proposal as per the formats defined in the RFP. All the pages in the financial response should be on the letterhead of the Bidder with a seal and Digital signature of the authorized signatory of the Bidder. The copy shall be Digitally signed by the authorized signatory on all the pages before uploading online.</p>

2.7.6 CONDITIONAL TENDER:

Conditional tenders will be summarily rejected. The tenders which do not fulfill any of the conditions of the notified requirements laid down in this detailed tender notice, the general rules and directions for the guidance of the bidders or are incomplete in any respect are likely to be rejected without assigning reasons there for.

3 BID OPENING AND BID EVALUATION PROCESS

Competent authority of MAHARASHTRA JEEVAN PRADHIKARN will open all the Technical Bids submitted online, in the presence of Bidders' representatives who choose to attend the Technical Bid opening as per the schedule mentioned in RFP.

3.1 BID OPENING

- a. The bids will be opened in two parts, one for Technical and one for financial bid. Financial bid will be opened only for those bidders whose technical bid qualifies.
- b. 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.

3.2 OVERALL EVALUATION PROCESS

- a. A tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the financial proposals are opened and compared.
- b. MJP will review the technical bids of the bidders to determine whether the technical bids meet minimum qualifying criteria as prescribed in 3.4. Bids that do not qualify are liable to be rejected.
- c. MJP may seek inputs from their professional, external experts in the technical and financial bid evaluation process.
- d. MJP shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the financial evaluation stage.
- e. The financial bids for the technically qualified bidders will then be opened.

3.3 EVALUATION OF TECHNICAL BID

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

- The bidders' technical solution proposed in the bid document is evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation

- Proposal Presentations: The Tender Evaluation Committee constituted by the MJP may invite each bidder to make a presentation at a date, time and venue decided by the committee. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and present the key points in their proposals.
- The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal.
- Following will be the technical evaluation methodology
 1. Only the bidders, who's total Technical score is equal to or greater than 70 (Seventy) Points out of 100 Points, will qualify for the evaluation of their financial bids.
 2. The financial bids of bidders who do not qualify in technical bid evaluation will not be opened and not considered in further process

3.4 CRITERIA FOR TECHNICAL EVALUATION

The bidders will be evaluated on following criteria.

Sr. No	Parameter	Division of Points	Maximum Points
1	Experience of Bidder		
1.1	Bidder's experience in Design, Development, Implementation with maintenance Software solutions for Government / semi government / public sector in India for minimum 2 years.	05	70
1.2	Experience in successful Design, Development and implementation of software solutions in Infrastructure project in Government, Semi-Government or PSU .The award value of each projects shall not be less than Rs 2 crores . Based on experience marks shall be given as follows: Min. 1 Project = 18 marks Min. 2 Projects = 22 marks 3 & More than 3 Projects =25 marks	25	
1.3	Experience in satisfactory design , development and implementation of E- measurement , billing and monitoring software in engineering projects for any government/ PSU	05	
1.4	Total no of Technical Staff (B.Tech/ B.E in CS, IT, EE or equivalent ,MCA) More than 30 = 5 marks More than 20 and less than 30 = 4 marks Up to 20 = 3 marks	05	
1.5	Key Project Professionals Experience (project development team for this project) (As per table no-1 attached)	30	
2	Implementation Approach, Work Plan and Project Governance of Bidder		
2.1	Current State Assessment (Understanding of the Functional requirements (minimum 500 words limited to 1000 words document for each sub-section with necessary diagrams)	04	30
2.2	Understanding of the scope of the project	07	
2.3	Software solution approach	07	
2.4	Innovative solutions incorporating latest technology and suggestions to improve efficiency	06	
2.5	Change Management and Capacity Building Training & Documentation Plan	06	
	Total (1+2)		100

TABLE -1
Key Project Professionals Experience

Sr.No.	Position	Minimum Qualification	Minimum Experience in Relevant Field	Minimum Personnel Required	Marks
Key personnel for development, Customization & Implementation of Software (to be available during above work)					
1.	Project Manager	B.Tech/ B.E in CS, IT, EE or equivalent ,MCA	Minimum 10 yrs Experience	1	5
2.	Business Analyst	B.Tech/ B.E IT, EE/MCA or equivalent and MBA or equivalent	Minimum 6 yrs Experience	1	4
3.	Database Specialist	B.Tech/ B.E in IT, EE or equivalent,with certifications like OCA/-DBA/OCP-DBA/MCDBA	Minimum 8 yrs Experience	1	3
4.	Software Developer	B.Tech/ B.E in IT, EE or equivalent	Minimum 2 yrs Experience	1	3
5.	Software Tester	B.Tech/ BE in IT, EE or equivalent	Minimum 3 yrs Experience	1	3
6.	IT Security Manager	B.Tech/ B.E in CS, IT, EE or Network Certification in Security	Minimum 10 yrs Experience	1	5
7.	Network Admin	B.Tech/ B.E in IT, EE or equivalent, Network Certifications	Minimum 4 yrs Experience	1	5
Key personnel for Maintenance & support of Software (to be available during maintenance of next 4.5 years)					
1.	Network Admin	B.Tech/ B.E in IT, EE or equivalent, Network Certifications	Minimum 4 yrs Experience	1	-
2.	Support Engineer	B.Tech/ B.E in IT, EE or equivalent, Network Certifications	Minimum 1 yrs Experience	6	2

Evaluation matrix of Key Project Professionals with the specified qualification and experience

Post	Name of person	Maximum marks	Education 30% weightage				Experience in relevant field 70 % weightage				
			Minimum qualification required	Qualification offered	70% for minimum qualification	30% for additional relevant qualification	Minimum experience required	Experience offered	70% for minimum Experience	30% for additional relevant Experience	

Note- 1) Marks will be awarded with accuracy of two digits

2) Education -- Maximum marks will be awarded for M.Tech/M.E. in CS/ IT/ EE.

(MCS/MCA/MBA B.Tech/ B.E will be considered as equivalent qualification of B.Tech/ B.E.)

3) Experience -- Maximum marks will be awarded for 30 years of experience in relevant field.

4) Proportionate marks will be allotted for intermediate experience and education.

3.5 FINANCIAL BID OPENING AND EVALUATION PROCESS

The Financial Bids of only the technically qualified bidders will be opened for evaluation. The bidder with lowest Financial Quote (L1) will be awarded 100% score.

Financial Scores for other bidders will be evaluated using the following Formula:

Financial Score (FS) = (Financial Quote of L1/ Financial Quote of the Bidder) X 100

3.6 DETERMINATION OF THE BEST VALUE BID

In determination of the best value bid, the following weight-age shall be given for the technical and financial scores of the bidders in a Quality cum Cost Based Selection methodology (QCBS):

Technical Score (TS): 80%

Financial Score (FS):20%

For every Bidder the Final Score will be calculated using the formula

Final Score = 0.80 X TS + 0.20 X FS

The bidder with the highest value of Final Score shall be selected as the successful bidder

3.7 CONTRACT FINALIZATION

In case of a tie in the final score, bidder with the higher technical score will be invited for contract finalization.

3.8 MAHARASHTRA JEEVAN PRADHIKARAN (MJP)'S RIGHT TO ACCEPT / REJECT ANY OR ALL PROPOSALS

- a. MJP reserves the right to accept or reject any bid, and to abolish the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected.
- b. MJP may at their sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

Submitted the Proposal documents after the response deadline;

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project.
- Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Proposal
- Declared ineligible by the Government of India/ State/ UT Government for corrupt and fraudulent practices or blacklisted.
- Submitted a proposal with price adjustment/variation provision.

4 AWARD OF WORK

4.1 AWARD OF CONTRACT

After evaluation of the proposals, bidder having highest final score, a contract will be awarded.

4.2 NOTIFICATION OF AWARD

Prior to expiry of the validity period, the MJP will notify in writing that the successful bidder's proposal has been accepted. Upon the successful bidder's furnishing of a Performance Guarantee, the contract signing process will commence.

4.3 SIGNING OF AGREEMENT

Once the MJP notifies the successful bidder that its proposal has been accepted, the MJP shall enter into a separate agreement, incorporating all RFPs to be discussed and agreed upon separately between the MJP and the successful bidder.

4.4 PERFORMANCE GUARANTEE

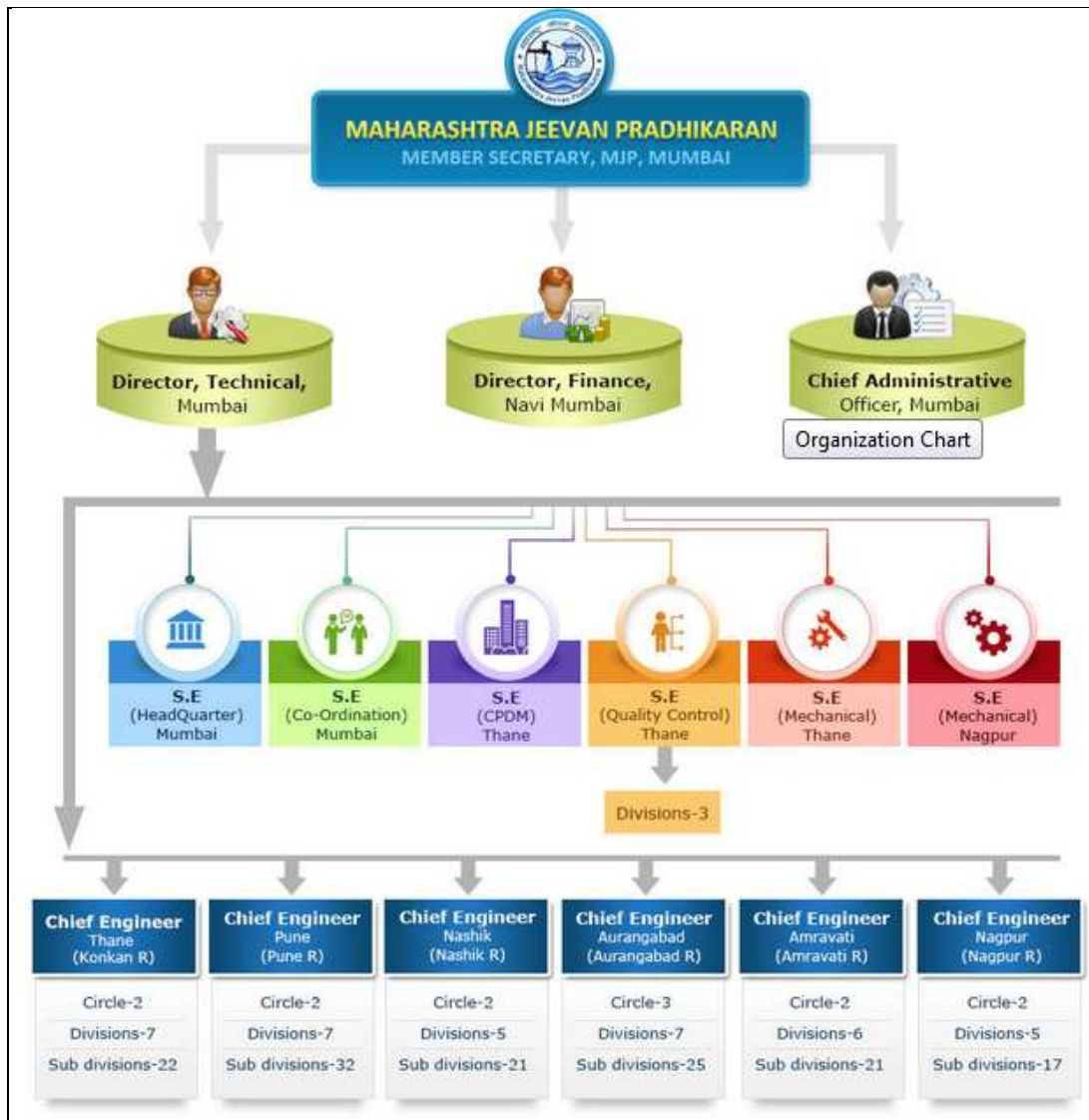
The successful bidder shall at its own expense deposit Performance Guarantee as prescribed in clause 8.1.2 with the MJP, within ten (10) days of the date of notice of award of the contract, an unconditional and irrevocable in the form of

- a. Performance Bank Guarantee (PBG) (as per the prescribed format Form Tech-12) provided in this document) from any Nationalized / Scheduled Bank acceptable to the MAHARASHTRA JEEVAN PRADHIKARN (MJP), payable on demand, for the due performance and fulfillment of the contract by the Bidder.
- b. Performance Guarantee in the form of Demand Draft/Fix Deposit Receipt / BG issued by Nationalized/Scheduled Banks in favors of "Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai" for minimum period of two years.

5 SCOPE OF WORK

Water supply and sewerage schemes are developed and Maintained by MJP in state for Government of Maharashtra. MJP deals with Planning, Investigation, Design, Construction and Maintenance of Water supply and sewerage schemes in the state. Different types of structure like headworks, pipe line works, treatment plants & reservoirs are being constructed for the provision of water by public utilities, commercial organisation and community endeavours or by individuals. MJP is leading organization in water sector having network of 204 offices spread all over in the State.

ORGANISATION CHART OF MJP



For execution of any project it requires various approvals from the competent authorities at different levels these approvals are Administrative approval, Technical sanction, Estimation, Tender procedure, Payment of bills etc. All these procedures are presently done as per public

Works Manual and Account Code. Main activities are Preparation of estimates OF Original Works, Maintenance works, Preparation of Draft tender papers, Tender procedure, and recording measurements as per work done, Preparation of bills. In addition to these higher authorities frequently require lot of information for Monitoring progress of project and policy formation process.

Currently most of the activities are performed manually in the conventional manner which is a time-consuming activity. The huge amount of time and human efforts are invested in manual environment which results in delays at different stages of project which directly impact the entire project life cycle.

MJP aims to make effective use of ICT and better deliver its project management services to the stakeholders and at the same time assist the policymakers to design effective plans and policies to better facilitate the stakeholders of this service. The main goals that the MJP wants to achieve are:

- To improve the mechanism to provide information support to the higher authorities to monitor physical and financial progress of projects and insist the necessary administrative control.
- To improve the productivity and responsiveness of employees and reduce the cycle time/repetition of activities through introduction of ICT based processes such as workflow automation, database and knowledge store management and better communication mechanism.
- Automation of standard processes related to Construction Management to reduce paper based manual work.
- Helps in decision making - Checklists, access to precedents, acts, rules, and statutes will be readily available to user.
- Efficiency in creation, movement, tracking of works/contracts

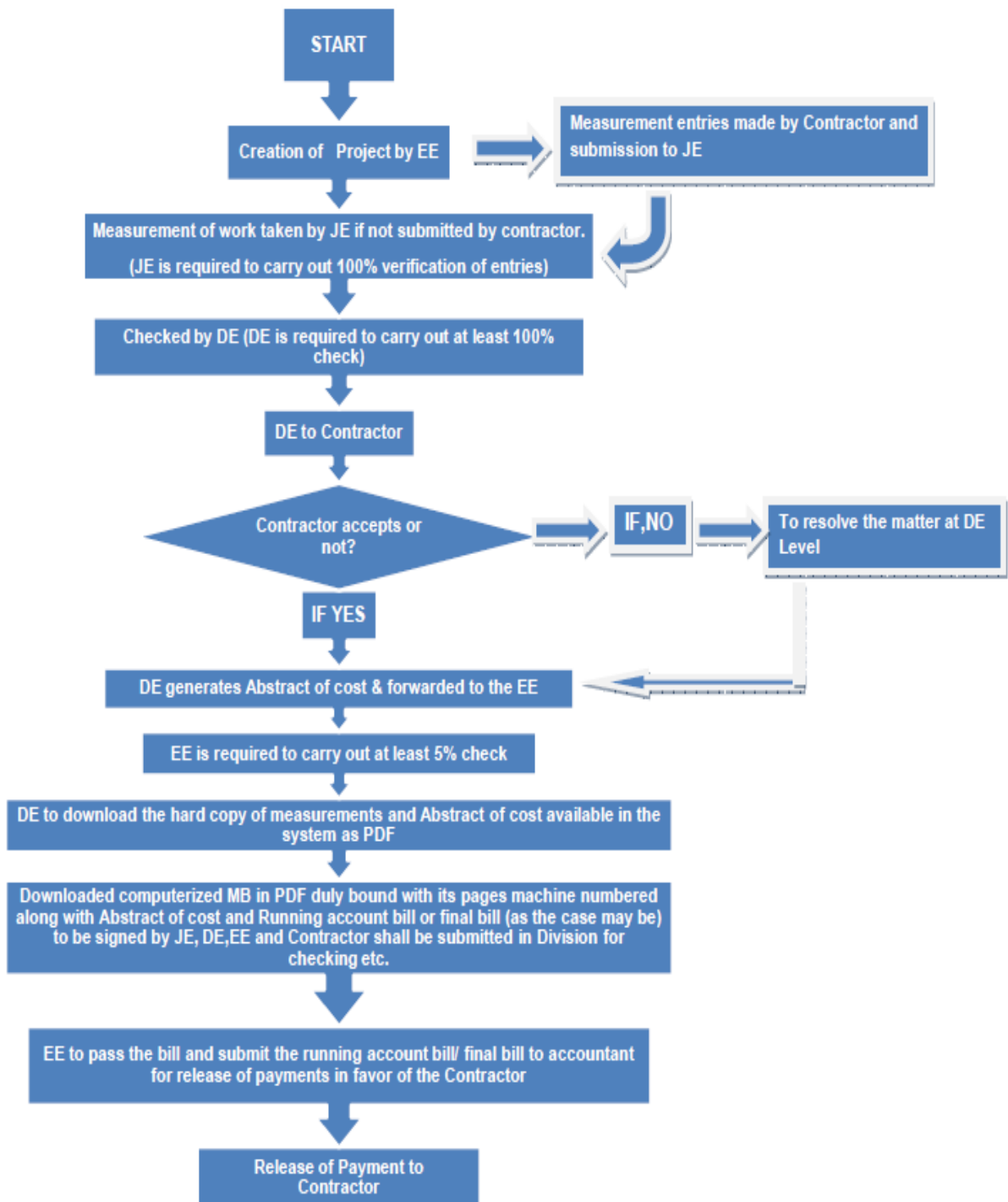
MJP is planning to implement e-Governance solution for automation of Measurement Book and Contractor/Work Billing Process related to MJP projects.

This contains following modules.

- Preparation of E- Measurement Book.
- Preparation of E- Billing.
- Physical and financial Monitoring of progress of work
- Maintaining the system for 5 yrs and handover source code

The bidder is expected to Configure /Customize an existing application that may be commercially available Off-the-shelf product (COTS) to meet with stated requirements.

FLOW CHART FOR FUNCTIONING OF ONLINE MEASUREMENT BOOK



5.1 PREPARATION OF SOFTWARE REQUIREMENT SPECIFICATION (SRS)

The bidder shall carry out a detailed systems study to refine the requirements and formulate the Software Requirements Specifications (SRS) incorporating the functional specifications. The system study should also include different integration points with internal department and software's as per the requirement of MJP. The SRS preparation shall take into account the GPR changes suggested by the MJP.

Requirement Gathering: The bidder shall understand the requirements and propose a best suited solution which helps in meeting the specific requirements of MJP. The bidder must study the infrastructure needs of the project & visit the MJP locations and gather the detailed requirement, understand the setup and perform the gap analysis.

Process Study: The bidder should study the process of the MJP for the application development. MJP will provide the relevant support, available reports and information required for completing the study.

Current Process of MJP :

- **Recording of measurements**
 - Each set of measurements should commence with entries
 - Work Name as given in the estimate/agreement
 - Work location
 - Contractors Name
 - Agreement Number and date
 - Work commencement date
 - Work completion date
 - Measurement recording date

Format for the MB

BOQ No	Item Description	Nos	Length	Width/ Breadth	Depth / Height/ Thickness	Qty	Remarks

- Writing the MB Manually
 - Item specification is clearly written completely.
 - Actual Measurements executed length, width, depth etc entered in the respective column.
 - Quantity is then computed (executed)
 - After the measurements are taken, abstract is prepared duly carrying forward the quantities to the abstract MB
 - Format for the abstract MB is

B O Q N o	Item description	Rate	Up to date bill		Up to previous bill		This month bill		MB Page No
			Qty	Amount	Qty	Amount	Qty	Amount	

- **Writing abstract**

- Agreement No and item description is written in full.
- Quantity of each distinct item of work done is carried out from the detailed MB.
- Details of quantities, rate for that item as per agreement and arrive at amount of each item.
- Full nomenclature and description should be written for extra or substituted or any additional item that is not covered in the agreement.
- Neat recording of measurements.
- Signature of the contractor or his authorized agent should sign in the MB.
Bill is then prepared.

- **Preparation of bill**

- Both detailed and abstract MBs together with the bill are submitted to the Division office.
- Arithmetical calculations and contents of the bill are checked.
- Endorsement is made in red ink on the abstract of Measurements giving reference to the number and date of the voucher payment.

Preparation of SRS of Solution: To prepare a Software Requirement Specification (SRS) report –based on an independent assessment of the requirement of MJP and the functional requirements as specified in this Tender document for enabling the services identified for implementation under the project.

5.2 DESIGN AND DEVELOPMENT

The bidder to work on the design and development activities after the approval of the SRS documents, the bidder to submit high level architecture documents of the proposed solution and prepare detailed design documents (SDD) for approval before starting the development activities. The bidder is responsible for preparing the test cases for unit and integration testing and has to submit the test cases with results and get approval before moving to UAT.

5.3 CUSTOMIZATION OF COTS APPLICATION

The bidder would develop or customize the COTS application in accordance with the approved requirements specifications and design specifications and according to the approved Project Plan and carry out the Unit Testing of the application in accordance with the approved test plans. & submit test results to MJP.

5.4 USER ACCEPTANCE & GO LIVE

The user acceptance testing would be done by MJP offices and fine-tuning of the application would be done by bidder for bugs/issues reported during UAT. Bidder would be responsible for following-

- To develop the test cases with the help of the functional team from MJP for required inputs. The responsibility of preparing the test cases would be with the bidder.
- To prepare the testing approach and plan
- To help the MJP team to perform the user acceptance testing of the solution based on the approved test plan, document the results. The bidder to fix any bugs /issues found during use

acceptance testing by following the standard procedures (like fixing the bug in development, unit testing and submitting the results etc.)

- Installation and Configuration of solution
- Configuration of Users, providing access as per roles defined
- To implement the solution at MJP– based on an independent assessment of the software, user acceptance and testing
- To ensure that the software design and implementation takes care of necessary security aspects such as data safety, access controls, integrity and back up measures. Incorporation of changes, if any, in the solution. Implementation of the solution in MJP.
- UAT Sign off from MJP.
- Pilot project in MMR Region.
- Go-Live stage: Hosting/deploying application on Production Server.

5.5 CAPACITY BUILDING AND TRAINING

- Training could have multiple sessions as per the need and requirement of the project/ application.
- Hence, the bidder shall conduct Training Needs Analysis of all the concerned staff and drawing up a systematic training plan.
- The bidder shall provide training to all the staff of MJP team. They will also involve core group members through process of SRS preparation, testing phase and implementation phase.
- The space and requisite training infrastructure like computers, projector with screen and internet connectivity shall be provided by Bidder. The training shall be conducted as mutually acceptable. The bidder shall be responsible to arrange transportation and boarding of trainers, the bidder is advice to quote accordingly.
- The bidder should provide training literature in the form of Training manual in English and Marathi.

S. No	Training Description	Number of Employees to be trained	Number of Trainees per Batch	Total Number of Batches
1	Training to Core members of MJP	600	Max 30	20

Note: Training should be of 3 working days/ batch

5.6 WARRANTY

The bidder should provide warranty for a period of five years after operational acceptance. As part of the warranty services the bidder shall provide

- All upgrades and updates to the software (standard as well as product) earliest possible and not later than 3 months from release of new version.
- Support in smooth functioning of the applications.
- E-mail based / Telephonic support on the usage / issues of the system.
- The bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.

- Bugs fixing shall be done without any extra charge.
- Free onsite Technical Support.

5.7 HOSTING OF APPLICATION

- 5.7.1 Hosting during development, testing (UAT) and training will be done at the bidder's premises and at the bidder cost.
- 5.7.2 e-MB & e-Billing platform will be hosted on Nicsi approved cloud service provider. Hosting may be awarded to the successful bidder.
- 5.7.3 The database format to store data should be open and preferably PostgreSQL or SQL server. The software should have facility to export data in open XML or related file format like excel.
- 5.7.4 Vendor must have provision for DR (Disaster Recovery) site of same configuration as the primary server.
- 5.7.5 Bidder should, after completion of agreement period, transfer all administrative rights of the hosting and application, documentation, data with its integrity intact and license of the software to Maharashtra Jeevan Pradhikaran immediately.

6 DELIVERY SCHEDULE

6.1 The milestones and deliverables for the implementation of the project

Sr. No	Activity	Time of Completion (days)
1	Signing of Agreement with the successful bidder	S (Start Date)
2	Preparation and finalization of RGT & SRS Document for customization and submission of SDD/ development of application	S + 10
3	Development of application/ Customization & Configuration in the application	S + 90
4	Supply & installation of solution on cloud server	S + 100
5	User Acceptance Testing(UAT)	S + 110
6	Bugs/Issues reported during UAT resolution	S + 130
7	Go Live for Pilot Projects	S + 140
8	Training and capacity Building at MAHARASHTRA JEEVAN PRADHIKARN(MJP) Regional Offices	S + 160
9	Go Live across State MAHARASHTRA JEEVAN PRADHIKARN(MJP) offices	S + 180
10	Hosting of Application for 4.5 years	

7 FUNCTIONAL SPECIFICATIONS FOR PROPOSED SOLUTION

7.1 FUNCTIONAL REQUIREMENT SPECIFICATION (FRS)

MJP wants to automate the following set of business processes for the development of current Measurement Book & Work Done Billing for MJP projects as per Public Works Manual of Government of Maharashtra as part of this e-governance initiative.

7.1.1 e-MEASUREMENT BOOK (e-MB) MODULE

- I. System should have facility to prepare online measurement book for specific work.
- II. System should have facility to generate single MB for one tender.
- III. System should have facility to generate system generated unique MB number and page no. (Sub-work wise/JE wise) given by logic.
- IV. System should have facility to link it to Approved and Technically Sanctioned scheme and approved tender copy of work.
- V. System should have facility to add measurements in MB from approved estimate or import & export measurements in excel format.
- VI. System should have facility to enter and maintain record entries of items.
- VII. System should have facility to add Detail of measurement in LBD/LBH /No /Qty format.
- VIII. System should have facility to add quantities for elements for which use of different formulae is necessary (Tapered sections, Curved walls, Trapezoidal sections etc.)
- IX. System should have facility to add name and designation of measurement's recording authority.
- X. System should have facility to add name and designation of measurement's 100 % checking authority.
- XI. System should have facility to add name and designation of EE to check 5% measurements for regular work and 10% measurement for EIRL & clause 38.
- XII. System should have facility to record measurements as work done but not measured Secured / mobilization Advance, as per actual work done and cost as per Price Variation clause.
- XIII. System should have facility to add quantities of items from approved schedule B of DTP, approved EIRL, approved Clause 38, rejected and reconstructed.
- XIV. System should have facility to access MB to multiple Authorities handling the project in Hierarchy.
- XV. System should have well defined route for recording, submission, percentage checking of items included in MB.

- XVI. System should have facility to add digital sign by authority
- XVII. System should have facility to record MB for newly started work
- XVIII. System should have facility to record MB for already started works and have facility to add/enter basic details of work, authority and details of last paid bill.
- XIX. System should have appropriate security provision for non-tampering of MB.
- XX. System should have facility to add & update schedule Rates of MJP, Irrigation & PWD from time to time.
- XXI. System should have facility to record measurements of any extra item arise and even if not approved.
- XXII. System should have facility to give automatic alert for recorded measurement submission through SMS /mail to all concern officers i.e. Contractor/JE/Sectional Engg/AE-2/SDO/SDE/AE-1/AEE/EE/SE

7.1.2 e-BILLING MODULE

- I. System should have facility for 1. Preparation of bills 2. Submission of bills 3. Passing of bills
- II. System should have facility to auto populate items from approved Schedule B of DTP, and facility for addition of approved items in Clause 38, EIRL and enter detailed measurements, including description of item, measurements and quantities.
- III. System should have facility to enter and maintain record entries of items in Schedule B of tender.
- IV. System should have facility to generate running Bill based on detailed measurement entered with Part Rate.
- V. System should have facility to generate final bill and facility to show summary of quantities recorded, recoveries made, secured advances given, reduced rate if any till last bill and remaining quantities to paid as per approved estimate/EIRL/Clause 38.
- VI. System should have facility to show items included in Clause-38/EIRL/PVC separately in record measurements and abstract of running/Final Bill.
- VII. System should have facility to make payment for quantities of different items in (a). Accepted quantities (No dispute), (b). accepted under protest(Dispute)
- VIII. System should have facility to make payment for quantities rejected and reconstructed items.
- IX. System should not allow payment of quantities beyond permissible limit as per rules.
- X. System should have facility to allow payment for quantities approved in Clause 38 or EIRL proposal by competent authority.

- XI. System should have facility to make payment by Part Rate /reduced rate for selected quantity of item/items in bill. System should have facility to add order approved for Part Rate /Reduced Rate of item/items by competent authority.
- XII. System should have facility to make payment by part rate for quantity of item/items in bill.
- XIII. System should have facility to release part rate payment.
- XIV. System should have facility to make payment for item/items for work done but not measured as per rules and regulations.
- XV. System should have facility to add secured / mobilization advances in bill
- XVI. System should have facility to recover secured / mobilization advances in consequent bills.
- XVII. System should have facility to calculate price escalation for quantities in Schedule B/approved EIRL & Clause 38 as per rules.
- XVIII. System should have well defined route for preparation, submission, scrutiny, approval of bills for Technical and Account checking
- XIX. System should be able to auto calculate all deductions (Royalty charges/insurance etc) as per Govt. GR and deduct the same from Gross amount of bill.
- XX. System should have facility to allow competent authority to withheld amount from submitted bill.
- XXI. System should Facilitate Executive Engineer to pass bill with all necessary deduction and amount to be withheld.
- XXII. System should have Facility to allow EE to make payments to Contractor as per availability of funds.
- XXIII. System should have facility to Upload Quality Control results/ royalty Challans /documents necessary along with bill for payment of bills
- XXIV. System should have facility to give alert and not process bill if any of above is missing
- XXV. System should have facility to add MB no and reference page no from MB in bill in case MB is manually written.
- XXVI. System should have facility to add/ remove names of JE/Sectional Engg/AE-2/SDO/SDE/AE-1/AEE/EE in it.
- XXVII. System should maintain record of important correspondence by/with Vendor/contractor/JV related to bill.
- XXVIII. System should have facility to deduct the penalty imposed on contractor.
- XXIX. System should have facility to give automatic alert for submission of bills & passing of bills through SMS /mail to all concern officers i.e. Contractor/JE/Sectional Engg/AE-2/SDO/SDE/AE-1/AEE/EE/SE

7.1.3 WORKS MONITORING MODULE

A) Post Tendering and award of contract

- i. System should have facility to add successful bidder.
- ii. System should have facility to auto generate Contract Id as per given logic.
- iii. System should have facility to accept Security Deposit (by giving link for online payment gateway)
- iv. System should have facility to issue digitally signed work order online to successful bidder/supplier/JV after depositing SD amount.
- v. System should have facility to upload signed contract copy.

B) Physical and Financial Progress Monitoring-

- i. System should have facility to create or upload work Master plan with the milestones any revision in it during execution of work.
- ii. System should have facility to generate monthly/quarterly/yearly physical and financial progress reports based on milestones.
- iii. System should have facility to give SMS/Email based alerts for any slippages.
- iv. System should have Facility to monitor Contractor billing status based on work progress achieved by the contractor
- v. System should have Facility to check whether the executed quantities are within limit of tender quantities and if exceeding generate SMS /mail alert to competent authority for Clause 38 proposal.
- vi. System should have facility to generate alerts if completion date of works is going to be exceeded.
- vii. System should have facility to add/upload sanctioned proposal of extension of time for work/tender
- viii. System should have facility to add/upload sanctioned proposal of Clause38/EIRL, PVC etc. which are not included in previously sanctioned estimate and link it to concern estimate.
- ix. System should have facility to work out percentage deviation of scheme from scheduled date of completion or Revised approved date of completion.
- x. System should have facility to record date of submission, resubmission and approval of designs of structure/networks etc.
- xi. System shall have facility to record stoppage of work due to any obstruction and restart of work.
- xii. System should have facility to monitor contractor payment status and give SMS/alerts for any delay in payment
- xiii. System should have facility to give overall physical and financial progress of the scheme based on weight-age percentage of every sub work in scheme.

- xiv. System should have facility to give time over run of each sub work and scheme.
- xv. System should have facility of recording dates of handing over of sites so as to work out the delay reason.
- xvi. System should have facility of recording the date of permissions received from Railway/ Highway/ Irrigation etc. authorities.
- xvii. **System should have facility to generate Reports/ MIS in any of the combinations using the existing data.**
- xviii. System should have facility to add/upload Bar Chart / CPM Chart
- xi. System should have facility to add/upload Geo tagged photographs of work

System should have facility to give automatic alert for issued of work order/ MB movement and bill movement through SMS /mail to all concern i.e. Contractor/JE/Sectional Engg /AE-2/SDO/SDE/AE-1/AEE/EE/SE with any of the following mentioned operating system.

- Android OS (Google Inc.)
- iPhone OS / iOS (Apple)
- window or latest operating system

Also system should have facility such that contractor/ engineer shall operate this software from mobile or tab and enter the measurement work even on site.

7.2 GENERAL REQUIREMENTS

1. The expected load on the system is;
 - a. The total number of users using the system expected to be between 700 to 900.
 - b. The peak number of concurrent users using the system is expected to be between 200 and 300.
2. The average application response time (3 secs expected) and other performance parameters for users will need to get thrashed out before the application development begins and the same will critically inform the parameters of testing during the User Acceptance Testing stage of the project.
3. The application software should be designed to cater to this load without any degradation of performance as explained above.
4. The system should utilize a database schema, design that is capable of handling current and future work load as defined above.

5. System should be upwardly scalable in the event of increased usage of the system or making marginal changes with new business requirements as defined above (without impacting performance).

7.3 HOSTING REQUIREMENTS

a. The software shall be hosted on NICSI / MeitY approved or empanelled provider with minimum of following configurations

i Database Server (1 normal + 1 DR)

- 1 Xeon 4 Cores
- 2 32 GB RAM
- 3 High availability configured
- 4 High performance SSD of 512GB capacity x 2 for Redundancy
- 5 SSD speed - minimum 2200 IOPS @ minimum 120 MB per second

ii Application Server (1 normal + 1 DR)

- 1 Xeon 4 Cores
- 2 32 GB RAM
- 3 High Availability configured
- 4 High performance SSD of 256 GB capacity x 2
- 5 SSD speed – 2200 IOPS / 120 MB per second transfer speed.

iii Storage

- 1 One TB redundant file storage attached to store the files uploaded / generated in the system.

b. The hosting shall be built in such way that all the data integrity remains intact and any data and / or file can be recovered from the system for next 35 years as required by the law. The Bidder will be responsible to configure the system / backups and maintain the integrity of the system.

c. The Administrative rights of hosting will be shared with Maharashtra Jeevan Pradhikaran on termination of contract and all the rights along with hosting will be transferred to Maharashtra Jeevan Pradhikaran such that Maharashtra Jeevan Pradhikaran shall be able to continue the application uninterrupted then onwards.

d. Maharashtra Jeevan Pradhikaran may, if required, extend and continue the maintenance contract with the same bidder after the completion of agreement period of five years.

8. TERMS AND CONDITIONS OF CONTRACT

8.1 PERFORMANCE GUARANTEE

8.1.1 The successful bidder shall at its own expense deposit Performance Guarantee as prescribed in clause 8.1.2 with the MJP, within ten (10) days of the date of notice of award of the contract, an unconditional and irrevocable in the form of

- a. Performance Guarantee (as per the prescribed format provided in this document) from a nationalized or scheduled bank acceptable to the MJP, payable on demand, for the due performance and fulfillment of the contract by the Bidder.
- b. Performance Guarantee in the form of Demand Draft/ Fix Deposit Receipt/ BG issued by Nationalized /Scheduled banks in favors of “Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai”

8.1.2 Performance Guarantee will be for an amount INR 5.00 lakhs. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the bidder.

8.1.3 Performance Guarantee will be refundable after all the obligations of the bidder under the contract have been fulfilled, including, but not limited to, any obligations during the Warranty period and any extensions to the period.

8.1.4 In the event of the bidder being unable to provide intended service for whatever reason, the MJP shall have the right to invoke the Performance Guarantee. Notwithstanding and without prejudice to any rights whatsoever of the MJP under the RFP in the matter, the proceeds of the Performance Guarantee shall be payable to the MJP as compensation for the bidder’s failure to perform/comply with its obligations under the RFP. The MJP shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

8.1.5 Before invoking the Performance Guarantee, the bidder will be given an opportunity to represent before the Maharashtra Jeevan Pradhikaran. The decision of the MJP on the representation given by the bidder shall be final and binding.

8.2 STANDARDS OF PERFORMANCE

The Bidder shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract as faithful advisor to MJP. The Bidder shall always support and safeguard the legitimate interests of MJP, in any dealings with the third party. The Bidder shall abide by all the Provisions/Acts/Rules etc. of Information Technology prevalent in the country and conform to the standards laid down in RFP in totality.

8.3 DELIVERY AND DOCUMENTS

The bidder shall submit all the deliverables on due date as per the delivery schedule. The bidder shall not disclose the Contract, specifications, plan, pattern, samples to any person other than an entity employed by MJP for the performance of the Contract without prior written consent from MJP. In case of termination of the Contract, the entire document used by bidder in the execution of project shall become property of MJP.

The Bidder shall provide all necessary support whenever requested by MJP during the period of project implementation.

8.4 OWNERSHIP / INTELLECTUAL PROPERTY RIGHTS

MJP will hold the license for the project period of proprietary component/s, if any, under e-Billing. Further the IPR of all the system and application Software's (other than the proprietary component) that are part of the e-MB, e-Billing and any derivative works, modifications, enhancements or improvements to the software or its related source code or and documentation and also all copyrights and trademarks. Details of IPR are as follows.-

Means all rights in written designs and copyrights, moral rights, rights in databases and e-Billing Platform including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);

Ownership of Intellectual property rights and source code of developed and customized part will be with MJP. Department town APIs along with source code and other relevant artifacts' such as documentation etc. developed for them by the bidder.

8.5 WORKFLOW

The e-MB and e-Billing platform needs to support a work flow based system which can be configurable and will support necessary business logics to support various business requirements.

8.6 FUNCTIONAL AND DATA SECURITY

The e-MB & e-Billing platform needs to provide comprehensive functional and data security. The bidder need to ensure the above with help of enabling role and permissions based delegation module, business logic, virtualization of data or any other suitable means with permission of MJP. Backup of data should be in the format of any convenient storage system such CD/ hardisk of every month division wise. All the data must be in encrypted format so that anybody can not be tampered.

8.7 CUSTOMER SUPPORT / SLA MONITORING / APPLICATION MANAGEMENT

The bidder is required to provide Help Desk module for customer support function, Application Management Module for application management and SLA monitoring. The Help Desk module shall be used by the bidder to manage the customer ticketing and life cycle. The SLA monitoring tool shall have the ability to track the SLAs as described in the RFP at a minimum; the monitoring tool shall have the ability to generate the necessary automated reports. The SLA monitoring tool shall have the ability to export or import the necessary data. The application

monitoring tool shall help bidder and MJP, to manage and monitor e-MB & e-Billing and related components of both the modules effectively.

8.8 PRODUCT UPGRADES

At any point during performance of the Contract, should technological advances be introduced by the bidder for Information Technology originally offered by the Bidder (bidder) in its bid and still to be delivered, the bidder shall be obligated to offer to the purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to clause 8.16 (Changes to the system)

8.9 EXTENSION OF PERIOD OF VALIDITY

In exceptional circumstances, MJP may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be communicated in written by competent authorities.

8.10 LIQUIDATED DAMAGES

If the bidder fails to deliver any or all of the service/equipment/product/solution/document or does not perform the Services within the time period(s) specified in the Contract, the MJP shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% of the price of the undelivered service/equipment/product/solution/document at the stipulated rate for each week or part thereof during which the delivery of such stores may be delayed subject to a maximum limit of 10 percent of the stipulated price of the service/equipment/product/solution/document so undelivered. Such penalty is to be deducted always by the MJP from the bill of the firm or make purchase elsewhere on the account and risk of Vendor. Once the maximum of the damages above is reached, the MJP may consider termination of the Contract. The condition of liquidated damages is applicable provided that the Software finally works and is of use to MJP.

8.11. LIMITATION OF LIABILITY

Except in cases of gross negligence or willful misconduct:

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Purchaser as per the terms of the RFP; and
- b) The aggregate liability of the bidder to the MJP, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price.

8.12. SERVICE LEVEL AGREEMENT (SLA)

8.12.1. INTRODUCTION

This section details the various service levels to be adhered by the bidder. The performance of the Bidder and the payment is linked to the Key Performance Indicators listed in the document. The SLAs are intended to

- A. Clearly articulate the performance criteria to be used to monitor SLA as well as the criteria used to calculate the penalty if any due to violation of SLAs.
- B. Help Bidder monitor and attain the required service levels.
- C. Bring to attention of MJP and integrating department/s any drop in the performance levels.

The Bidder will be required to meet the SLAs specific to

- A. Service Delivery
- B. Application Performance
- C. Application Availability/Help Desk
- D. Security and incident Management
- E. Service Request

8.12.2. SERVICE DELIVERY SLA (INDICATIVE)

For all development activities including change request **a. Timely Delivery:**

Timely delivery of deliverables would comprise the associated software application (if applicable) and all documents that are to be submitted as part of the project deliverables.

Service Level Requirement- All the deliverables defined in the contract has to be submitted on-time on the date as mentioned in the contract with no delay.

Measurement of Service Level Parameter- To be measured in Number of weeks of delay from the date of submission as defined in the project contract.

Penalty for non-achievement of SLA requirement- Delay would attract a penalty per week as per the following:

- 1. For Software Application= 2 X per week penalty
- 2. For Documents = 1 X per week penalty

The total penalty would be generated by the product of the above and the number of weeks delay. The penalty per week is INR 1,000.

c. Correctness of Delivery:

Correctness of deliverables would comprise software application and all documents that are to be submitted as part of the project deliverables.

Service Level Requirement- All the deliverables defined in the contract has to be submitted First Time-Right as mentioned in the contract with minimum error/defect/bugs (as defined below)
Documents- The documents submitted to MJP for final approval should have no errors.

Application Software- The required service level for the application software correctness is:

1. Level-1 errors/bugs/defects in the complete application software. Level-1 errors/bugs/defects would be defined as the ones which have the greatest business impact wherein the user is not able to perform his/her regular work, or the output from the system is not as per requirement.
2. May have a maximum of 3 (three) level-2 errors/bugs/defects in an application module. Level-2 errors/bugs/defects would be defined as the ones which has medium business impact wherein the user is partially able to perform his/her regular work.

Measurement of service level parameter- To be measured in Number of errors/bugs/defects for each deliverable as defined in the project contract. The definition of error/bug/defect would be defined in the contract to be signed by the successful Bidder.

Penalty for non-achievement of SLA Requirement- Occurrence of errors/bugs/defects would attract a penalty per defects per following:

1. For software application

For Level-1 = 2 X per error/bug/defect penalty

For Level-2 = 1 X per error/bug/defect penalty
2. For documents = 1 X per error/bug/defect penalty.

The total penalty would be generated by the product of the above and the number of error/bug/defect found in the deliverables. The penalty per error/bug/defect is INR 1,000.

8.12.3. APPLICATION PERFORMANCE SLA-

a. Application Response Time:

Application response time refers to the page load time, i.e. the time for loading a webpage of the Application (irrespective of static or dynamic content) measured at server end.

Service Level Requirement- The average application response time for users (time taken for loading of a web page) should not exceed 3 seconds at server end when measured over a month. The 95th percentile point of application response time for users should not exceed 6 seconds when measured over a month.

Measurement of Service Level Parameter- Application response time will be measured on the basis of automated reports.

The data should be captured through automated tools every 10 minutes during the business hours. Data during business hours can only be used for calculations of average response time and percentile point.

Any planned application downtime should not be included in the calculation of application response time. However the successful bidder should take at least 15 days prior approval from MJP in writing for the planned downtime.

Penalty for non-achievement of SLA Requirement- If the successful Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following

Response Time (Monthly average)	>=3 secs to < 6 secs	>=6 secs to < 10 secs	>=10 secs
Penalty	Rs 1,000/- Per Month	Rs 2,500/- Per Month	Rs 5,000/- Per Month

95th Percentile point	>=6 secs to < 10 secs	>=10 secs to <20 secs	>=20 secs
Penalty	5,000 INR per month	7,500 INR per month	10,000 INR per month

8.12.4. AVAILABILITY OF SERVICES SLA

Application Availability Refers to the Total Time when the application is available to the Users for performing all activities and tasks.

Service Level Requirement: The average availability of the application should be at least 99% in a month

Measurement of Service level parameter-

$$[(\text{Total Uptime of the Application in a month}) / (\text{Total Time in a Month})] * 100$$

The above time would be calculated only for Working Hours during Business Days in a month (Excluding Holidays).

Any planned application downtime should not be included in the calculation of application availability.

However, the Successful Bidder should take at least 15 days prior approval from MJP in writing for the planned outage.

Penalty for non-achievement of SLA requirement- If the Successful Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –

Application Availability (Monthly average)	>=98% to <99%	>= 95% to <98%	<95%
Penalty	5,000 INR per month	7,500 INR per month	10,000 INR per month

8.12.5. HELP DESK

a. Response Time-

Definition- Time in which a complaint/ query is responded by the support team of successful bidder.

Service Level Requirement- Help Desk query should be classified in following three categories. Severity Level 1 (S1): Problems related to issues which has the greatest business impact such as servers/ application down, modules not functioning, portal not working, Monitoring solution not available etc.

Severity Level 2 (S2): Problems affecting the users in performing normal duties such as unable to login into the system. Unable to update the database etc,

Severity Level 3 (S3): Problems affecting the users which have least business impact. Such as format of report is wrong etc.

Response time framework	Response time	Report to MAHARASHTRA JEEVAN PRADHIKARN(MJP)	Type of Query
Business Hours (all working days, 9.30 am to 9.30 pm)	1 hour	Immediately	S1, S2, S3
Non Business Hours	2 hours	Next business day	S1, S2, S3

The selected vendor should provide help desk software/tools/ mechanisms to measure the same. The tool/mechanism should be able to provide MJP online information about Help Desk Response Time, and historical information of the same.

Measurement of SLA- The service level would be defined in the number of hours calculated from the time of login/raising the request with the successful Bidder.

Penalty for non-achievement of SLA requirement- Delay of every hour would attract a penalty as per the following-

For business hour = 2X per hour penalty

For Non-Business hour = 1X per hour penalty

per hour is INR 1,000/-

b. Resolution Time

Definition- Time in which a complaint/query is resolved after it has been reported by MJP to the support team of successful bidder.

Service Level Requirement- Any query after being given a response should be classified for resolution in following three categories.

Resolution level 1(R1)-Queries regarding issues of S1
 Resolution level 2(R2)-Queries regarding issues of S2
 Resolution level 3(R3)-Queries regarding issues of S3

Type of query	Maximum Resolution Time allowed
R1	1 Business Day
R2	2 Business Days
R3	3 Business Days

Measurement of SLA- The service level would be defined in the number of Business days calculated from the day of login/raising the request with the successful Bidder.

Penalty for non-achievement of SLA requirement- Delay would attract a penalty as per the following-

For R1 = 3X per day penalty
 For R2 = 2X per day penalty
 For R3=1X Per day penalty
 Penalty per day is INR 1,000

8.12.6. SECURITY AND INCIDENT MANAGEMENT SLA

Definition- Security incident could consist of any of the following but not limited to Data theft-Compromise of any kind of data through application

Intrusion- Successful unauthorized access to MJP application resulting in loss of confidentiality/Integrity/availability of data.

Service Level Requirement- There should be no incidents of any kind

Measurement of SLA- The network should be monitored for Data theft-Compromise of any kind of data through application

Penalty for non-achievement of SLA requirement-If the successful bidder is not able to meet the above then any deviation from the same would attract a penalty as per the following-

8.12.7. SERVICE REQUEST

Successful bidder should provide on time delivery of service request.

Definition-Service Request can be any of the following but not limited to Changing access rights, fetching backend data etc

Service level requirement-The agreed upon timelines for each service Request should be met.

Measurements of Service Level Parameters-

Service level would be defined in the no. of hours calculated from the time of login the request with support team of the successful bidder.

Penalty for Non-achievement of Service level Requirement-Delay of every hour would attract a penalty as follows

For Business hours- 2x per hour penalty

Penalty per hour is INR 1000/-

8.13. PAYMENT

Payment for the proposed e-MB and e-Billing Web-base Software will be Lump-sum.
The agency should follow the following milestone which shows various activities.

Milestone -1 Inception Report

On commencement of the work, the agency shall submit an Inception Report within 5 days. The Inception Report shall include the submission towards understanding of the RFP, the methodology to be followed and the Work Plan wherein it must clearly spell out the broad strategy for structuring the project.

Milestone -2 Supply, Customization and Installation of e-MB, e-Billing

- The Agency to work on the design and development activities after the approval of the inception document, the agency to submit high level architecture documents of the proposed solution and prepare detailed design documents for approval before starting the development activities. After that agency will do the work of developing,

Supplying, Customization and Installation of software as per given scope of work & functional requirement specifications. After that agency will do following work in this milestones.

1. Successful User Acceptance Testing (UAT)
2. Go Live for Pilot Project
3. Training and Capacity Building
4. Go Live across State Offices
5. After Successful hosting and producing the details of hosting and Disaster recovery site.

Milestone -3 Maintenance for initial period of 6 months & develop/ customize the Work Monitoring module

Work Monitoring

The monitoring tool shall help bidder and MJP, to manage and monitor e-MB & e-Billing and related components of both the modules effectively.

Work Monitoring is categorized as follows:

1. Post Tendering and award of contract

System should have facility to

- Add successful bidder.
- Auto generate Contract Id as per given logic.
- accept Security Deposit (by giving link for online payment gateway)
- Issue digitally signed work order online to successful bidder/supplier/JV after depositing SD amount.
- give automatic alert for issued of work order through SMS /mail to all concern officers

2. Physical and Financial Progress Monitoring

System should have facility to

- Create or upload work Master plan with the milestones any revision in it during execution of work.
- Generate monthly/quarterly/yearly physical and financial progress reports based on milestones.
- Add/Upload Bar Chart / CPM Chart.

Maintenance for initial period of 6 months

- a) The agency is responsible for maintenance of the e-MB & e-Billing platform as mentioned in this RFP and to comply with all necessary standards and regulations.
- b) During maintenance period of this six months, agency is responsible to deploy at least one support engineer for one regional office who will provide assistance or to support to all districts falling in that region & 1 Network Administrator for whole state.

Milestone -4 Maintenance for 2nd year

During the Maintenance period of 2nd year

- a) The agency is responsible for maintenance of the e-MB & e-Billing platform as mentioned in this RFP and to comply with all necessary standards and regulations.
- b) During maintenance period of second year, agency is responsible to deploy at least one support engineer for one regional office who will provide assistance or to support to all districts falling in that region & 1 Network Administrator for whole state.

Milestone -5 Maintenance for 3rd year

Milestone -6 Maintenance for 4th year

Milestone -7 Maintenance for 5th year

The agency is responsible for maintenance of the e-MB & e-Billing platform as mentioned in this RFP and to comply with all necessary standards and regulations.

During maintenance after 2 years onwards, agency is responsible to deploy minimum 1 Network Administrator & 1 support engineer for whole state and will provide online support. If required at any time in any regional office, agency will have to send the support engineer to regional office for further guidance and also giving training to any new features added or in case of any up gradation done in software.

Agency shall submit annual maintenance plan in the following mentioned format

1. Basic concepts
2. Maintenance process
3. Key issues in software maintenance
4. Techniques for maintenance

Payment Breakup Structure

Milestone	Payment Milestones	Duration for completion (S-Start Date)	Payment Break-up
Milestone-1 Inception Report	1.1 Inception Report	S+5	Nil
Milestone -2 Supply, Customization and Installation of e-MB, e-Billing	2.1.Documents of the proposed solution and detailed design	S+10	25% (On successful completion of Milestone - 2.1,2.2,2.3,2.4,2.5)
	2.2.Development of Application/ Customization & Configuration	S+90	
	2.3.Supply & Installation of solution on cloud server	S+100	
	2.4.Satisfactory User Acceptance Testing(UAT)	S+110	
	2.5. Satisfactory Go Live for Pilot Projects, Hosting and Disaster recovery site.	S+140	20% (On successful completion of Milestone -2.6,2.7)
	2.6.Training and Capacity Building	S+160	
	2.7.Satisfactory Go Live across State Offices (All division offices)	S+180	
Milestone -3 Maintenance for initial period of 6 months & Work Monitoring	3.1 Post Tendering and award of contract	S+365	8% (4 % Quarterly Payment)
	3.2 Physical and Financial Progress Monitoring		
	3.3 Maintenance for initial period of 6months		
Milestone -4 Maintenance for 2nd year	2nd year	-	8% (2% Quarterly Payment)
Milestone -5 Maintenance for 3rd year	3rd year	-	12% (3 % Quarterly Payment)
Milestone -6 Maintenance for 4th year	4th year	-	12% (3% Quarterly Payment)
Milestone -7 Maintenance for 5th year	5th year	-	15% (3.75% Quarterly Payment)

8.13.1 Payment Terms-

- a. Deductions, if any, on Payment for invoice raised by the bidder will be as per Government Tax reforms & Penalty charges if applicable, will be as per SLA Agreement.
- b. All the payments shall be made only in INR.
- c. No interest will be paid by MJP if payment to the bidder is delayed due to any reason.

8.14. TAXES AND DUTIES

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

8.15. OPERATIONAL ACCEPTANCE

- a. **DEFINITION-** Operational Acceptance is to ascertain whether the system confirms to the technical requirement and meets the standard of performance quoted in the bid, including but not restricted to the functional and technical performance requirements.
- b. The bidder shall be responsible for managing OAT (Operational Acceptance Testing), Load Testing, Performance Scalability testing, etc. as per mutually agreed criteria.
- c. The bidder shall achieve Operational Acceptance of the System within a period of 60 days after Go-Live across the state.
- d. Extended time if any required for achieving Operational Acceptance in unavoidable situation be given by competent authority of MJP if required by either MJP or the bidder.

8.16 FINAL ACCEPTANCE

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

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

- All required system functionality as defined in the bid document (including RGT) including all changes agreed by MJP and delivered by the Successful Bidder and accepted by MJP.
- All required documentation as defined in this bid document including all changes agreed by MJP and delivered by the Successful Bidder and accepted by MJP.
- All required training as defined in this bid document including all changes agreed by MJP and delivered by the Successful Bidder and accepted by MJP.
- All identified shortcomings/defects in the systems have been addressed to MJP's complete satisfaction
- The Successful Bidder must agree to above criteria for complete final acceptance and further agrees that:
 - It will provide without additional charge to MJP and in a timely manner, all additional services and products not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance.
 - In order to accept the system, MJP must be satisfied that all of the work has been completed and delivered to MJP's complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Successful Bidder in the presence of MJP staff.

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

8.17. CHANGE TO THE SYSTEM

- a) **DEFINITION**-Change is modification, addition or deletion to the system which are not covered in RFP and during RGT.
 - b) Such Change falls within the general scope of the system, does not constitute unrelated work, and is technically feasible, taking into account both the state of advancement of the system and the technical compatibility of the change envisaged with the nature of the system as originally specified in the contract.
 - c) The MJP shall have the right to propose, and subsequently to the order the bidder from time to time during the performance of the contract to make any change, modification, addition, or deletion to, in, or from the System.
- (d) Change request should be communicated in written only. Bidder should submit change proposal which shall include following-
- Brief description of the change.
 - Impact on the time for achieving operational acceptance.
 - Detail estimated cost and timelines of the change.
 - Effect on functional guarantees
 - Effect on any other provision of the contract

(e) MJP will review the change proposal submitted by the bidder and formally approved before making changes.

(f) Bidder shall deploy below mentioned technical Personnel for any modification, addition or deletion to the system on demand by the SE (HQ), MJP for items not covered under the original scope of work of this tender. Bidder has to submit the proposal in term of man-days of below mentioned Technical Personnel.

Sr.No	Designation	Minimum Experience	Minimum Qualification	Payment/ day
1.	Senior Software Developer	4 Yrs	B.Tech/ B.E in C IT, EE or equivalent /MCA	Rs.4500
2.	Software Developer	2 Yrs	B.Tech/ B.E in C IT, EE or equivalent	Rs.2500
3.	Software Tester	3 Yrs	B.Tech/ B.E in C IT, EE or equivalent	Rs.2000

The above payment/day will be increased at the rate of 3% per year after completion of 1 year from the work order date to the selected bidder.

8.18. TERMINATION

Material Breach:

- a) If the bidder is not able to deliver the services as per the SLAs defined in agreement /RFP which translate into Material Breach, then MJP may serve a 7 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the MJP will have the option to terminate this Agreement. Further, MJP may after affording a reasonable opportunity to the bidder to explain the circumstances leading to such a delay take an appropriate decision.
- b) If there is a material breach by MJP or its nominated agencies which results in not providing support for effecting data migration and / or not providing the certification of User Acceptance, then the Bidder will give a one month's notice for curing the Material Breach to MJP. After the expiry of such notice period, the Bidder will have the option to terminate the Agreement.
- c) MJP may by giving a one month's written notice, terminate this Agreement if a change of control of the bidder has taken place. For the purposes of this Clause, in the case of bidder, change of control shall mean the events stated in Clause 8.18, and such notice shall become effective at the end of the notice period as set out in Clause8.18.
- d) In the event that bidder undergoes such a change of control, MJP may as an alternative to termination, require a full Performance Guarantee for the obligations of bidder by a guarantor acceptable to MJP or its nominated agencies. If such a guarantee is not furnished within 30 days of MJP's demand, MJP may exercise its right to terminate this

Agreement in accordance with this Clause by giving 15 days further written notice to the bidder.

8.19 EFFECTS OF TERMINATION

- a) In the event that MJP terminates this Agreement pursuant to failure on the part of the bidder to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee/security deposit furnished by bidder shall be forfeited.
- b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as per Agreement between MJP and bidder
- c) In the event that MJP or the bidder terminates this Agreement, the compensation will be decided in accordance with the Terms of Payment Schedule set out as per Agreement between MJP and bidder.
- d) On termination of this Agreement for any reason, the MJP will decide the appropriate course of action.

8.19.1 TERMINATION DUE TO BANKRUPTCY OF BIDDER

The MJP may serve written notice to bidder at any time to terminate this Agreement with immediate effect in the event that:

- (a) The bidder reporting an apprehension of bankruptcy to the MJP or its nominated agencies;
- (b) MJP or its nominated agencies apprehending a similar event.

8.20 NOTICES

Unless otherwise stated in the contract all the notices to be given under the Contract shall be in writing and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI) to the address of the relevant party with the following provisions

- Any Notice send by personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
- Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten days after dispatch In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
- Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

- Notices shall be deemed to include any approvals consents, instructions, orders, and certificates to be given under the Contract.

8.21 INDEMNIFICATION

Subject to clause mentioned below, bidder(the "Indemnifying Party") undertakes to indemnify MJP (the "Indemnified Party") from and against all losses on account of bodily injury, violation of intellectual property rights of third party, computer viruses, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA to the extent of the Indemnifying Party's comparative fault in causing such damages/ losses.

The indemnities set out in the above clause shall be subject to the following conditions:

- The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel.
- If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- All settlements of claims subject to indemnification under this Article will:
 - (a) Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - (b) Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- The Indemnified Party shall take steps that the Indemnifying Party may reasonably require mitigating or reduce its loss as a result of such a claim or proceedings;
- In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

- If a Party makes a claim under the indemnity set out under clause mentioned above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

8.22. RESOLUTION OF DISPUTES

A. Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

B. Dispute Settlement

Superintending Engineer (Head Quarter), MJP and the Bidder shall make every effort to resolve the dispute amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such negotiations, SE (HQ), MJP and the Bidder have been unable to resolve amicably a contract dispute, the matter will be referred to the Member Secretary, MJP. The Member Secretary, MJP may call SE(HQ) and the Bidder to hear their case before giving his decision. The decision of the Member Secretary, MJP will be final and binding on the Consultant. No arbitration is allowed under this contract.

8.23 CONFIDENTIALITY

- a) MJP or its nominated agencies shall allow the Bidder to review and utilize highly confidential public records (if required) and the Bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- b) Additionally, the Bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- c) MJP or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.
- d) The Bidder shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the MJP with respect to this Project.
- e) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - Information already available in the public domain;
 - Information not pertaining to e-Billing project which has been developed independently by the Bidder.
 - Information which has been received from a third party who had the right to disclose the aforesaid information;
 - Information which has been disclosed to the public pursuant to a court order.

8.24 AUDIT, ACCESS AND REPORTING-

The Bidder shall allow access to MJP or its nominated agencies to all information which is in the possession or control of the Bidder and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by MJP to comply with the terms of the Audit, Access and Reporting Schedule.

8.25 EXIT MANAGEMENT SCHEDULE

8.25.1 Purpose

- a) This Schedule sets out the provisions, which will apply on expiry or termination of the agreement/Contract, the Project Implementation, Operation and Management.
- b) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

8.25.2 Co-operation and Provision of Information

During the exit management period:

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

8.25.3 Confidential Information, Security and Data

- a) The bidder will promptly on the commencement of the exit management period supply to MJP or its nominated agency the following:

- 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 Project's Intellectual Property Rights;
- Documentation relating to sub-contractors;
- All current and updated data as is reasonably required for purposes of MJP or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the MJP, or its nominated agency;

All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MJP or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to MJP or its nominated agencies, or its Replacement bidder (as the case may be).

- b) Before the expiry of the exit management period, the bidder shall deliver to MJP or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.
- c) Before the expiry of the exit management period, unless otherwise provided under the MJP or its nominated agency shall deliver to the bidder. All forms of bidder confidential information, which is in the possession or control of MJP or its nominated agency.

8.25.4 Employees

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

8.25.5 Transfer of Certain Agreements

On request by MJP or its nominated agency, the bidder shall effect such assignments, transfers, licenses and sub-licenses as may require in the name of MJP or its Replacement bidder in relation to any cloud lease, maintenance or service provision agreement between bidder and third

party licensor, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by MJP or its nominated agency or its Replacement bidder.

8.25.6 Rights of Access to Premises

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

8.25.7 General Obligations of the bidder

- a) The bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to MJP or its nominated agency or its Replacement bidder and which the bidder has in its possession or control at any time during the exit management period.
- b) For the purposes of this Schedule, anything in the possession or control of any bidder, associated entity, or sub-contractor is deemed to be in the possession or control of the bidder.
- c) The bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

8.25.8 Exit Management Plan

- a) The bidder shall provide MJP or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management phase
 - I. A detailed program of the transfer process that could be used in conjunction with a Replacement bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

- II. plans for the communication with such of the bidder's sub-contractors, staff, bidders, customers and any related third party as are necessary to avoid any material detrimental impact on MJP's operations as a result of undertaking the transfer;
- III. (if applicable) proposed arrangements for the segregation of the bidder networks from the networks employed by MJP and identification of specific security tasks necessary at termination;
- IV. Plans for provision of contingent support to MJP and Replacement bidder for a reasonable period after transfer.
 - b) The bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - c) Each Exit Management Plan shall be presented by the bidder to and approved by MJP or its nominating agencies.
 - d) The terms of payment as stated in the Terms of Payment Schedule includes the costs of the bidder complying with its obligations under this Schedule.
 - e) In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
 - f) During the exit management period, the bidder shall use its best efforts to deliver the services.
 - g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

8.26 LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Mumbai courts only.

8.27 ROLES AND RESPONSIBILITIES

The following section outlines the responsibilities of MJP, Bidder and Integrating Departments.

A) BIDDER

- a) The bidder is responsible for development and maintenance of the e-Billing platform as mentioned in this RFP and to comply with all necessary standards and regulations.
- b) Responsible for day to day operation of the e-MB & E-Billing platform including reporting, issue resolution etc. pertaining to the e-MB & E-Billing platform.
- c) The bidder will create and take a sign-off on the documents required at various stages of SDLC including FRS (Functional Requirement Specification) during e-MB & E Billing development and maintenance and support. It will be also responsible for regular updates of the documents as and when required.
- d) Conduct training to help department officers so as to generate maximum benefit out of the e- governance initiative.

- e) Will undertake all the tasks related to hosting, deployment and operation for smooth functioning of e-MB & e-Billing platform.
- f) Bidder will be responsible for procuring all the necessary software for deployment and running of e-MB & E-Billing project.
- g) Provide backup tapes/disks for periodic backup of the data, software and other related configurations of e-Billing platform in DC and DR.

B) MAHARASHTRA JEEVAN PRADHIKARAN (MJP)

- a. The Superintending Engineer (Head Quarter), Maharashtra Jeevan Pradhikaran, Mumbai will be responsible for all the project work.
- b. Review of functional specifications, test documents, acceptance plan, project plans, architecture related to e-MB & e-Billing platform
- c. Project evaluation and SLA monitoring and clearance of invoices raised by the bidder.
- d. Evaluate estimates for Change Requests raised by the bidder and ensuring timely approval of the same.
- e. Continuous monitoring of the project and evaluate the performance of the same on regular intervals.

8.28 MISCELLANEOUS

- a) The bidder shall use its best efforts to ensure that sufficient bidder personnel are assigned to perform the Services and those personnel have appropriate qualifications to perform the Services. After discussion with bidder, MJP or its nominated agencies shall have the right to require the removal or replacement of any bidder personnel performing work under this Agreement. In the event that MJP or its nominated agencies requests that any bidder personnel be replaced, the substitution of such personnel shall be by another personnel of required qualifications.
- b) The bidder shall also be responsible to train certain employees of MJP, or its nominated agencies with regard to the Services being provided by the bidder as and when required by the MJP or its nominated agencies during the Term of this Project. The parameters of the training required for these employees of MJP or its nominated agencies shall be communicated by MJP or its nominated agencies to the bidder periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.
- c) Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of bidder to freely assign or reassign its employees; provided that bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced, to their replacements. MJP or its nominated agencies shall have the right to review and approve bidder's plan for any such knowledge transfer. Bidder shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.

- d) Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.

FORECLOSURE

The MJP may, by not less than thirty (30) days write notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultants, without assigning any reason whatsoever at any stage of the contract, terminate the contract.

Upon termination of this contract, the Consultants shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultants up to and including the date of termination to the MJP.

The Consultants shall be duly paid for the milestone completed till the date of termination.

9.0 ANNEXURE

1.16 Technical Proposal- Standard Form

FORM TECH-1 BID FORM

(To be Printed on Company Letter Head)

To

Superintending Engineer(HQ),
Maharashtra Jeevan Pradhikaran
Express Towers,4th Floor,Nariman Point,
Mumbai -400021

Dear Sir/Madam,

Having examined the Bidding Documents, we, the undersigned, offer to supply, implementation and customization of e-MB & e-Billing software for use of Maharashtra Jeevan Pradhikaran.

We undertake, if our bid is accepted, to commence work as per the schedule and to achieve the effectiveness of the contract within the respective times stated in the Bidding Documents.

Construction of the Contract

- We have read the provisions of bid and confirm that these are acceptable to us.
- We further declare that bid is unconditional.
- We undertake, if our bid is accepted, to commence the work as per the schedule immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.
- If our bid is accepted, we undertake to provide Performance Guarantee in the form and amounts, and within the times specified in the Bidding Documents.
- We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.
- We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, that this proposal is in all respects in good faith, without collusion or fraud
- We agree to abide by this bid, which consists of this letter, EMD, financial bid, and other attachments (specify the attachments) as per the bid document.

Date:

Signature of the Bidder with Seal

Attachments: As per the technical/financial bid specifications

FORM TECH-2
DETAILS OF BIDDER

Description	
Name of Bidder with full address	
Tel. No.	
Fax No.	
Email	
Year of Incorporation.	
Name and address of the person holding the Power of Attorney	
(i) Place of Business.	
(ii) Date of Registration.	
Name of Bankers with full address.	
GST Registration Number (copy) in case of Indian company.	
Name and details (Tel / Mobile) of contact persons	
E mail of contact persons	

Date:

Signature of the Bidder with Seal

FORM TECH-3

APPLICANT'S EXPERIENCE OF RELEVANT PROJECTS (BOTH COMPLETED AND ON GOING PROJECTS)

Give information in the following format

1.	Project Title & location	:	
2.	Name of client and address	:	
3.	Describe area of participation (Specific Services rendered by the Applicant) Status of Projects in hand	:	
4.	a) Period of Services rendered for the project b) Professional man-months rendered for the project	:	
5.	Consultancy fees for the project (In Indian Rupees)	:	
6.	Total Project Cost (In Indian Rupees)	:	

Note: 1.) Supporting documents like work order, completion Certificates and correspondence detail with name, phone no., fax no. and Email of the client in support of each of the above projects to be furnished.

2) Consultants shall fill and submit the information in the table given below

Relevant Experience of the Firm

Sr.No	Name of the Assignment & Location	Name of the Client	Address ,Contact & Email of the Client	Duration of the Assignment			Total Cost of Assignment (Rs)	Remarks
				From (date)	To (date)	Total Months		

FORM TECH-4

COMPOSITION OF THE PROPOSED TECHNICAL & SUPPORT STAFF TEAM AND THE TASK ASSIGNED TO EACH TEAM MEMBER

1. Technical/ Managerial Staff

S.No	Name	Present Commitment	Proposed Commitment* On the project	
		Project	Position	Man days
1				
2				
..				
..				

2. Support Staff

S.No	Name	Present Commitment	Proposed Commitment* On the project	
		Project	Position	Man days
1				
2				
..				
..				

Note: 1. "Work plan/ Time schedule" may be attached indicating the above information.

2. List of Total number of Technical Staff and the Support Staff on the regular payroll of the Company shall have to be attached on a separate sheet.

DETAILS OF KEY PERSONNEL (Deployed for this Project)

No	Key Position	Name of staff	Name of Firm	Qualification	Years of Experience	Man-days proposed	Remarks
1							
2							
3							
4							

FORM TECH-5

Description of Approach, Methodology and Work Plan for Performing the Assignment

Bid for Appointment of Agency for E-Measurement, Billing & Monitoring Software

[Technical approach, methodology and work plan are key components of the Technical Proposal. consultant should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. consultant should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.]

The approach and methodology will be detailed precisely under the following topics.

1) Current State Assessment

(Understanding of the Functional requirements (minimum 500 words limited to 1000 word document for each sub-section with necessary diagrams)

2) Define Future State (To-be Definition) of the Understanding of the scope of the project
[Not more than 1 page]

3) Software solution approach [NNot more than1 page]

4) Innovative solutions incorporating latest technology and suggestions to improve efficiency
[Not more than1 page]

5) Change Management and Capacity Building Training & Documentation Plan [NNot more than1 page]

Note: 1. Marks will be deducted for writing lengthy and out of context approach and Methodology for the assignment.

2. Consultant may be required to make presentation on approach and methodology.

FORM TECH-6

Team composition and CV of Key Professionals

Bid for Appointment of Agency for E-Measurement, Billing & Monitoring Software

1. Proposed Position: -----
2. Name of Firm [Insert name of firm proposing the staff]: -----
3. Name of Staff [Insert full name]: -----
4. Date of Birth: ----- Nationality: -----
5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: -----

6. Membership of Professional Associations: -----

7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]: -----
8. Countries of Work Experience: [List countries where staff has worked in the last ten years]: -

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:-----
10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below):
Dates of employment: From TO
Name of employing organization:
Positions held:
From [Year]: To [Year]:

Engineer-in-charge:

Positions held
(Attach relevant experience certificates)

11. Detailed Tasks Assigned [List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff to handle the tasks listed under point 11.]

Name of assignment or project: Year:
Location:-----
Client:-----
Main project features:-----
Positions held:-----
Activities performed:-----

13. **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. -----

Date: -----

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative:

Note: 1. Supporting documents like experience Certificates and correspondence detail with name, phone no., fax no. and Email of the client in support of each of the above projects to be furnished.

2. Consultants shall fill and submit the information in the table given below

Relevant Experience of the Firm's Key Professional staff

Sr. No	Name of Staff	Qualifications	Total years of experience	Relevant experience			Duration			Remarks
				Name of Assignment	Client ,its address and contact no with email id	Position	From (Date)	To (Date)	Total months	

FORM TECH-7
FINANCIAL STRENGTH DETAILS

(To be printed on CA Letter Head)

Company Name:

Financial Information			
	FY 2015-16	FY 2016-17	FY 2017-18
Revenue (in INR Lakhs)			
Profit Before Tax (in INR Lakhs)			
Mandatory Supporting Documents: (a) Audited Balance Sheets for the Last three financial years ending 31.03.2018			

Date:

Seal & Signature of CA

Signature of the Bidder with Seal

FORM TECH-8
Compliance Sheet for Technical Proposal

Bid for Appointment of Agency for E-Measurement, Billing & Monitoring Software

Sr. No.	Specific Requirements	Documents Required	Compliance	Reference & Page No
1	Covering Letter for Technical Proposal	As per Form Tech-1		
2	Average turnover from consulting services related to total consultancy projects etc. in last 3 years	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
3	Full-time professional staff engaged in consulting services (Number of Staff) (As per requirement specified in Technical evaluation)	A self certification from authorized signatory	Yes / No	
4	Experience relevant to this engagement (As per requirement specified in Technical evaluation)	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)	Yes / No	
5	Approach & Methodology, Understanding and work Plan (As per the requirements specified in Technical evaluation)	A note (as per Form Tech-5)	Yes / No	
6	Team Composition (As per requirement specified in Technical evaluation)	CV for key positions & a Note Form Tech 3,4 & 6)	Yes / No	

FORM TECH-9

Proposed Work Schedule & Project Plan

Bid for Appointment of Agency for E-Measurement, Billing & Monitoring Software

In this section Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the software.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

The above should be substantiated with the project plan. The project plan should be consistent with the Work Schedule.

FORM TECH-10
FORMAT OF POWER OF ATTORNEY

[To be provided in original as part of Technical Proposal on stamp paper of value required under law duly signed by 'Bidder' for the tender]

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ [name and registered office address of the Bidder] do hereby constitute, appoint and authorize Mr. _____ [Name of the Person[s]], domiciled at _____ [Address], acting as _____ [Designation and the name of the firm], as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement "Selection of consultant, Maharashtra" involving the deliverables as per agreement with Maharashtra Jeevan Pradhikaran vide Request of Proposal (Tender Document) Document dated ____, issued by Maharashtra Jeevan Pradhikaran, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by MJP or any governmental authority, representing us in all matters before MJP and generally dealing with *Maharashtra Jeevan Pradhikaran* in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----
[Signature]

[Name, Title and Address]

Accept
[Attested signature of Mr. _____]
[Name, Title and Address of the Attorney]

**FORM TECH-11
SELF DECLARATION**

I age years occupation business residing at

do hereby state on oath as under :-

That I am proprietor / Director / Partner / Power of Attorney holder of the company name and style as M/s. having its address at

That I further say that M/s.

is not blacklisted by any Govt./ Semi govt. organization/ any local bodies and any other private bodies.

Whatever information and documents submitted for registration are true and correct as per my knowledge. I take full responsibility regarding genuineness of documents submitted by me.

Date :

Place:

(Signature)

Name of the bidder or
Authorized representative
(Name and designation)

FORM TECH-12
MODEL FORM OF BANK GUARANTEE BOND

In consideration of the Maharashtra Jeevan Pradhikaran (here in after referred to as “the MJP”) having agreed to exempt _____ (here in after referred to as “the Contractor”) from depositing with the MJP in cash the sum of Rs...../- (Rupees only) being the amount of Security Deposit payable by the Contractor to the MJP under the terms and conditions of the Agreement dated the _____ of _____ and made between the MJP of the one part, and the Contractor of the other part (hereinafter referred as “the said Agreement”) for _____ as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the MJP a Guarantee in the prescribed form of a Schedule Bank in India being in fact these presents in the like sum of Rs...../- (Rupeesonly). We_____ Act and having one of our Local Head Office at _____ do hereby:

1. Guarantee to the MJP:

(a) Due performance and observance by the Contractor of terms, covenants & conditions on the part of the Contractor contained in the said Agreement,

AND

(b) Due and punctual payment by the Contractor to the MJP of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the MJP by the Contractor under or in respect of the said Agreement.

2. Undertake to pay to the MJP on demand and without demand not withstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding filed in any court of Tribunal relating thereto the said sum of

Rs.../- (Rupees only) or such lesser sum as may demand by the MJP from us our liability hereunder being absolute and unequivocal and agree that.

3 (a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will be continue to be enforceable till all the dues of the MJP under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the MJP Certifies that, the terms and conditions of the said Agreement have been fully and properly carried out by the Contractor.

(b) We shall not be discharged or released from the liability under this Guarantee by reasons of -

(i) Any change in the constitution of the Bank or the Contractor; or

(ii) Any agreement entered into between the MJP and the Contractor with or without our consent;

(iii) Any forbearance or indulgence shown to the Contractor;

(iv) Any variation in the terms covenants or conditions Contained in the said Agreement;

(v) Any time given to the contractor.

(vi) Any other conditions or circumstances under which, in law, a surety would be discharged. Our liability here under shall be joint and several with that of the

Contractor as if we were the principal debtors in respect of the said sum of Rs...../- (Rupees only)

And

(c) We shall not revoke this guarantee during its currency except with the previous consent in writing on the MJP.

IN WITNESS WHERE OF the Common Seal of _____ has been hereunto affixed this ____ day of _____ 2018. The Common Seal of _____ was pursuant to the resolution of the Board of Directors of the Company dated the ____ day of ____ herein affixed in the presence of _____ who, in token thereof, have here to set their respective hands in the presence of:-

(1) _____

(2) _____

FORM TECH-13
BANK SOLVENCY CERTIFICATE

This is to certify that Shri. M/s..... has
/ have been maintaining an S.B. / current account with us since last years.
From his / her dealing with us we have found him as follows: To the best of our
Knowledge and information belief he is / they are solvent to the extent of Rs.

.....
Rs. (.....)

This certificate is issued without any responsibility on the part of the bank of any of its officers.

Seal of the Bank:

Date:

(Signature)

Place: Branch Manager

FORM TECH-14
JOINT VENTURE AGREEMENT

This agreement of joint venture made and entered into at on this day of
by and between.

1. PARTY NO.1:-

2. PARTY NO.2:-

1. Name of joint venture firm

1. Period of Joint Venture is valid up to.

DEFINITION

In this deed the following words and expressions shall have the meaning set out below
The joint venture (J.V.) shall mean (*Party No.1*) and (*Party No.2*) collectively acting in
collaboration for the purpose of this agreement.

"Apex Co-ordination Body (ACB) shall mean the body comprising the managing director of
(*Party No.1*) and managing director of (*Party No.2*) - as the two partners of the Joint Venture.
New firm will be (*Name of joint venture firm*)".

"The Employer" shall mean the Superintending Engineer (HQ) of Maharashtra Jeevan
Pradhikaran (MJP)

The 'work' shall mean

.....
.....
.....

"The contract" shall mean the contract emerged into or to be entered into between the joint
venture and the employer for the work.

JOINT VENTURE

Whereas Parties hereto declare that they agree and undertake to form a joint venture for the
purpose of applying for pre-qualification for tender and if pre-qualified to execute the work, as
an integrated joint venture. The J.V. shall be called as "*Name of joint venture firm*". The parties
are not, under this agreement entering into any permanent partnership or joint venture to tender
for undertake any contract other than the subject work.

WITNESS

Whereas the Superintending Engineer (HQ) of Maharashtra Jeevan Pradhikaran (MJP)

Hereinafter referred as the Superintending Engineer (HQ) have invited pre-qualification for the
work of

.....
.....

Whereas "as *Name of joint venture firm* wish to apply for pre-qualification for tender and if pre-qualified to execute the work if awarded as per the terms for the bid documents contract.

Now Therefore This Deed of Partnership Witnesses As Follow:-

1. That these recitals are and shall be deemed to have been part and parcel of the present Agreement of joint venture.

1. That this Agreement shall come into force from the date of this Agreement i.e. day of

1. That the operation of this agreement for joint venture firm concerns and is confined to this work only.

1. That the names of the joint venture firm shall be "*Name of joint venture firm*."

2. That "*Name of joint venture firm*" shall jointly execute the work according to all terms and conditions as stated in the relevant instruction contained in the bid document contract as integrated joint venture styled.

1. That this agreement for J.V. shall regulate the relations between the parties and shall include without being limited to them the following condition.

a. "*Name of joint venture firm*" shall be the lead company in charge of the joint venture, for all intents and purpose.

a. The parties here to shall be jointly and severally liable to employer for all act, deeds and things pertaining to the contract.

a. That the managing director of the lead partner of the joint venture shall be the manager of the joint venture firm and shall have the power to control and manage the affairs of the joint venture.

b. That on behalf of the "*Name of joint venture firm, the manager*" shall have the authority to incur liabilities, receive instructions and payments, sign and execute the contract for and on the joint venture. All payment and under the contract shall be made into the joint venture's bank account.

a. One bank account shall be opened in the name of J.V. to be operated by the individual signatory as mutually decided by the representatives of joint venture partners.

b. That each partners of the J.V. agrees and undertakes to place at the disposal of the joint venture the benefit of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibilities including the provision of information, advice and other assistance required in connection with the work. The share and the participation of the all the partner in the joint venture shall broadly be as follows.

Name of partner Percentage of shares

1. *Party No.1*

2. *Party No.2*

a. And all rights, interests, liabilities, obligations, work experience and risks (and all net profit or net losses) arising out of the contract shall be shared or born by the parties in proportion to these share. Each of the parties shall furnish its proportionate share in any bounds, guarantees, sureties required for the work as well as its proportionate share in any working capital and other financial requirements, all in accordance with the decisions of the ACB.

b. Any loan/advances shall be shared by the *Party No.1 and Party No.2* at the ratio of & respectively.

c. All funds finance or working capital required for carrying out and executing the works or contract shall be procured and utilized by the parties as mutually agreed by them.

a. Site management:-

A project manager appointed by ACB will manage the execution of the work on the site. The project manager shall be authorized to represent the joint venture on site, in respect of matters arising out of or under the contract.

a. The *Name of joint venture firm* shall be jointly and severally responsible and liable towards the employer for the execution of the contract condition.

b. The joint venture deed shall be registered with the Registrar of partnership firms, Govt. of Maharashtra.

c. This joint venture agreement shall not be dissolved till the completion of defect liability period as stipulated in the tender document condition of works.

d. This joint venture agreement is deemed to be null and void in case the joint venture firm is not qualified by the employer or unsuccessful in the award of work.

e. That question relating to validity and interpretation on this deed shall be governed by the laws of India. Any disputes in interpretation of any conditions mentioned herein shall be referred to Member Secretary, Maharashtra Jeevan Pradhikaran and his decision in this respect shall be final and binding to both the parties. Neither the obligation of each party hereto performs the contract nor the execution of the work shall stop during the course of this arbitration processing or as a result there of.

f. That no party to the J.V. has the right to assign any benefits, obligations or liability under the agreement to any third party without obtaining the written consent of the other partner and employer.

g. Bank account in the name of the joint venture firm may be opened with any scheduled or nationalized bank and the representatives of the J.V. partner are authorized to operate upon individually.

h. That both the parties to the J.V. shall be responsible to maintain or cause to maintain proper books of accounts in respect of the business of the joint venture firm and the same shall be closed as at the end of the every financial year.

i. That the financial year of the firm shall be the year ended on the 31st March of every year.

j. That upon closure of the books of account balance sheet and profit and loss account as to that state of affairs of the firms as the end of the financial year and as to the profit or loss made or incurred by the firm of the year ended of that day, respectively shall be prepared and the same shall be subject to audit by a chartered accountant.

LEGAL JURISDICTION

All matters pertaining or to commencing from this joint venture agreement involving the employer shall be subject to jurisdiction of high court of judicature at Mumbai.

NOTICES AND CORRESPONDENCE

All correspondence and notice to the joint venture shall be sent to the following address.
(Address)

SIGNED, SEALED AND DELIVERED BY THE WITH NAME

(Name of First Party) (Name of Second Party)

WITNESS:-

1.

9.2 Financial Proposal- Standard Form

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM (To be Printed on Company Letter Head)

Date:/...../2018

Client's Name and Address

Sub: Invitation of Bids for Appointment of Agency for Development of E-Measurement, Billing & Monitoring Software.

Dear Sir,

We offer to complete the Project as per scope of work specified in the Bid Document and on the stipulated terms and conditions and other particulars therein and I/We hereby submit the offer as follows:

1. The total consultancy fee including GST and all taxes for the Implementation of E-Measurement, Billing & Monitoring Software. **The cost of "A1" in table below will be considered for Financial Bid Evaluation**

2.

Sr. No.	Item	Unit	Fees (INR)	
A) SOFTWARE COST			In Figures	In Words
A1	Supply, customization and installation of e-Measurement, Billing & Monitoring Software including Hosting, Training Maintenance for 4.5 years and Handover of data and software license to Maharashtra Jeevan Pradhikaran after 5 years. It also includes HOSTING of the system at NICS approved cloud provider with all rights transferable to Maharashtra Jeevan Pradhikaran after the agreement period of 5 years. The hosting cost shall cover entire agreement period including SECURE CERTIFICATES and DR site as required by DIT.	Lump-sum		

3. This Bid and all other details furnished by us shall constitute a part of our offer. We understand that you are not bound to accept the lowest or any Bid you receive.
4. We agree that our offer shall remain valid for a period of 120 days from the last date

prescribed for submission of Bid.

5. We also understand that, in case any difference between the quoted amount in words and figures, the lowest quote between two will be taken as final.
6. We have carefully read all the terms & conditions of the Bid Document, pre proposal conference minutes, addendum and corrigendum. Pre proposal conference minutes, addendum and corrigendum has been duly signed on each page in token of having accepted all the terms of conditions therein have been submitted along with technical Bid.

Yours faithfully,

Signature & Seal

Company Name and Address