

**RFP for Design, Development, Implementation, Operations & Maintenance of
Training Management System for MWRD**

RFP for “Design, Development, Implementation, Operations & Maintenance of Training Management System for Maharashtra Water Resources Department

E-Tender Notice No. 02/2023-2024

Water Resources Department



**Chief Engineer, (Civil) Hydro Projects & Quality Control – Pune.
Superintending Engineer, Water Resources e-Governance Circle, Pune
Executive Engineer, Governance Computerisation Division, Pune**

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

Water Resources Department
Chief Engineer, (Civil) Hydro Projects & Quality Control – Pune.
Superintending Engineer, Water Resources e-Governance Circle, Pune
Executive Engineer, Governance Computerisation Division, Pune

Name of Work- Training Management System for Maharashtra Water Resources Department

Prepared by	Recommended for Approval
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Recommended for Approval	Approval BY
Sr. Divisional Accountant Officer Governance Computerisation Division, Pune	Executive Engineer, Governance Computerisation Division, Pune

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

महाराष्ट्र शासन
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कार्यकारी अभियंता,
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ई-निविदा सूचना क्र./02/2023-24

महाराष्ट्र राज्याच्या राज्यपालांच्या वतीने कार्यकारी अभियंता, प्रशासन संगणकीकरण विभाग, पुणे जलसंपदा विभाग, महाराष्ट्र शासन हे सक्षम निविदाकारांकडून खालील कामाकरिता ई-निविदा प्रणालीव्दारे (ऑनलाईन) निविदा मागवीत आहेत. निविदा कागदपत्रे शासनाचे संकेतस्थळ <https://mahatenders.gov.in> येथून डाऊनलोड करण्यात यावीत. सविस्तर निविदा सूचना व ई- निविदेबाबत सर्व माहिती शासनाच्या संकेतस्थळावर व विभागीय कार्यालयाच्या सूचना फलकावर उपलब्ध आहे.

निविदा स्वीकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता, प्रशासन संगणकीकरण विभाग, पुणे यांनी राखून ठेवला आहे. अट असलेली निविदा स्वीकारली जाणार नाही. सदर निविदा सूचनेमध्ये काही बदल होत असल्यास <https://mahatenders.gov.in> या संकेतस्थळावर कळविण्यात येईल.

कामाचे नाव: "Training Management Software for Water Resources Department"

जिल्हा: पुणे

ई-निविदा उपलब्ध कालावधी : दिनांक 06/11/2023 ते दिनांक 28/11/2023

ई-निविदा उघडण्याचा दिनांक: 29/11/2023

जा.क्र.प्रसंवि/ 1032/2023

कार्यकारी अभियंता, प्रशासन संगणकीकरण विभाग,

जलसंपत्ती भवन, कोथरूड, पुणे

दि. 23 /10/ 2023

कार्यकारी अभियंता

प्रशासन संगणकीकरण विभाग,

जलसंपत्ती भवन, कोथरूड,

पुणे -411038

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

**Government of Maharashtra
Water Resources Department
Executive Engineer's
Governance Computerisation Division, Pune,
Tal- Haweli, Dist- Pune Office
E-mail- eeacd.punewrd@maharashtra.gov.in, eeacd.pune@gmail.com
Phone No.- 020-25440383, 020-25440395**

E-Tender Notice No. 02/2023-24

On behalf of the Governor of Maharashtra State, Executive Engineer, Governance Computerization Department, Pune Water Resources Department, Government of Maharashtra invites tenders through e-tendering system (online) from competent tenderers for the following works. Tender documents should be downloaded from the Government website <https://mahatenders.gov.in>. Detailed tender instructions and all information regarding e-tendering is available on the government website and on the notice board of the divisional office.

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

Name of Work: "Training Management Software for Water Resources Department"

District: Pune

e-Tender available from: Date: 06/11/2023 to Date: 28/11/2023

Opening of e-Tender: Date: 29/11/2023

Outward no.GCD/1032 /2023
Executive Engineer
Governance Computerisation Division,
Kothrud, Pune 38.
Date: 23/10/2023

Executive Engineer
Governance Computerisation Division,
Kothrud, Pune 38.

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Detailed Tender Notice Government of Maharashtra Water Resources Department Detailed Tender Notice No. – 02 for 2023-2024 Circle- Water Resources e-Governance Circle, Pune Division – Governance Computerization Division, Pune

- Online electronic bids in prescribed format for below mentioned work are invited by Executive Engineer, Governance Computerization Division, Pune, Tal.-Haveli, Dist.-Pune on behalf of Water Resource Department from bidders with proven experience. Tender Documents are available for online bid preparation & Submission on Mahatender portal from 06-11-2023 to 28-11-2023. The time schedule for various bidding phases is given in the detailed tender notice, which is also available on Mahatender portal as a part of the Tender documents.

Sr. No	Name of Work	Tender fee	EMD amount	Date and time of submission of tender	Time for completion
1	Design, Development, Implementation, Operations & Maintenance of Training Management System for Maharashtra Water Resources Department	2360/-	3,00,000/-	28-11-2023	60 months (6 Months of implementation phase, 12 months of warranty and 42 months of Operations & Maintenance phase)

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

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8. No Hardcopy of tender document will be entertained at any circumstances and will be liable for Rejection.
9. Time schedule for this tender as follows-

Sr. No	Details	Start Date	Hrs.	End Date	Hrs.
1	Publication of tender	06-11-2023	12:30 PM		
2	Document download	06-11-2023	12:35 PM	28-11-2023	5:00 PM
3	Submission of Queries	06-11-2023	12:35 PM	21-11-2023	5:00 PM
4	Bid Submission	06-11-2023	12:35 PM	28-11-2023	5:00 PM
5	Opening of Technical Bid	29-11-2023	05:05 PM		
6	Date for Presentation	To be communicated later.			
7	Opening of financial bid	To be communicated later.			
8	Address for Communication	Executive Engineer Governance Computerisation Division Jalsampatti Bhavan, Pune Water Resources e-Governance Circle, Pune Tal- Haveli, Dist-Pune -411038			

10. Only scanned copy from original document information will be accepted. Scanned copy from other than original will not be accepted.
11. While submitting the duly filled Tender Documents the Bidder is required to Deposit Tender fee and E.M.D. through e- payment gateway by RTGS/NEFT/ option available on Maha-Tender portal i.e <https://mahatenders.gov.in>.
12. Two Envelop system will be applicable for this tender. Envelope 1: Technical Bid
Envelope 2: Financial Bid.
13. It is mandatory for bidder to make payment of tender form fee & EMD from their own bank account.
14. Bidders can use "seek clarification" option on the Portal <https://mahatenders.gov.in> for their queries. There will be no pre-bid meeting for this purpose.
15. If any assistance is required regarding e-Tendering (upload & download) refer the Portal <https://mahatenders.gov.in> and its helpdesk
16. As per published date and time of opening of tender on Portal <https://mahatenders.gov.in> Bidder /Authorized representative should be present, otherwise no objection will be considered after opening of tender.
17. Joint Venture is Not applicable for this tender.
18. All subsequent corrigendum will be available only on Maha-tender Portal <https://mahatenders.gov.in>.
19. For any bidding portal technical related queries please call the helpdesk-
The 24x7 Helpdesk Number 0120-4200462, 0120-4001002,
e-Mail- support-eproc@nic.in
Executive Engineer
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RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

Disclaimer

Water Resources Department, Government of Maharashtra (hereinafter referred to as "MWRD") has issued this Request for Proposal (hereinafter referred to as "RFP") for Design, Development, Implementation, Operations & Maintenance of Training Management System for Maharashtra Water Resources Department for a period of sixty months (6 Months of implementation phase, 12 months of warranty and 42 months of Operations & Maintenance phase) on such terms and conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.

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

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

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

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

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

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

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

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

Definitions

#	Term	Definition
1.	Project	The "Project" shall mean Design, Development, Implementation, Operations & Maintenance of Training Management System for Maharashtra Water Resources Department.
2.	Purchaser	The "Purchaser" shall mean the Government of Maharashtra Water Resources Department ('MWRD'), and its successors and assignees.
3.	Bidder	The "Bidder" shall mean the Organization on whose behalf the tender response has been submitted and bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement
4.	Goods	"Goods" means all the software, products accessories and/or other material / items which the Bidder is required to install, submit, and maintain under the contract.
5.	Intellectual Property Rights (IPR)	"Intellectual Property Rights ('IPR')" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, Application Software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
6.	Original Equipment Manufacturer (OEM)	"Original Equipment Manufacturer ('OEM')" means the owner of the IPR or manufacturer of Goods for any equipment /system / software / product which are providing such goods to the Purchaser under the scope of this Tender / Contract.
7.	Business Day	"Business Day" means any day that is not a Sunday or a public holiday.
8.	Parties	"Parties" means the Purchaser, The Bidder, Application Service Provider and OEM and "Party" means either of the Parties.
9.	Confidential Information	"Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto / Bidder by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
10.	Contract	"Contract" means the Tender and all Annexes thereto, the Agreement entered into between the selected Bidder together with the Purchaser as recorded in the Contract form signed by

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

#	Term	Definition
		the Purchaser and the Bidder including all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
11.	Contract Value	"Contract Value" means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations.
12.	Document	"Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases, microfilm, or computer-generated micro fiche.
13.	Effective Date	"Effective Date" means the date on which this Contract comes into force. This Contract shall come into force and effect on the date (the "Effective Date") of the Purchaser's notice to the Bidder instructing to begin carrying out the activities.
14.	Services	"Services" means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under the Contract.
15.	Application	"Software/Application" refers to following: All application software components that are required to cater to functional requirement specifications - Core application as well as others. Any system component that is required for the functioning of MWRD systems' as per the requirements and SLAs.

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Abbreviations and Acronyms

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

MWRD	Maharashtra Water Resources Department
BG	Bank Guarantee
CMS	Content Management System
DD	Demand Draft
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
MSME	Micro Small and Medium Enterprises
CBS	Cost Based Selection (L1)
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
QA	Quality Assurance
STQC	Standardization Testing and Quality Certification
QC	Quality Check
ATP	Annual Training Program
META	Maharashtra Engineering Training Academy
MERI	Maharashtra Engineering Research Institute
RTC	Regional Training Centre
TM	Training Manager
WALMI	Water & Land Management Institute
HOD	Head of Department
PWD	Public Works Department
NI	Non-Irrigation
MJP	Maharashtra Jeevan Pradhikaran
WCD	Water Conservation Department
EE	Executive Engineer
SE	Superintending Engineer
CE	Chief Engineer
ED	Executive Director

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

RFP Structure

This RFP document consists of four sections:

Section - I: Instruction to Bidders

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

Section - II: Scope of Work

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

Section - III: General Terms and Conditions

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

Section - IV: Annexures to RFP

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

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management
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Section - I

INSTRUCTIONS TO

BIDDERS

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

1 Invitation for Proposal

MWRD, Government of Maharashtra Water Resources Department invites RFP for “Design, Development, Implementation, Operations, Maintenance of **Training Management System** for Maharashtra Water Resources Department”.

The MWRD issues the Request for Proposal (hereinafter “RFP”) bearing the Ref. No. RFP-02/2023-2024, with the purpose to outline the requirements for the specific project. MWRD use the RFP process to solicit bids from qualified bidders and identify which bidder might be the best qualified for the project of Design, Development, Implementation, Operations and Maintenance of **Training Management System** for Maharashtra Water Resources Department.

Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

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

Please note that the interested bidders will have to access the Portal www.mahatenders.gov.in and get themselves registered so as to enable them to participate in the e-Tendering process before due date.

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

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

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

Place: Pune
Date: 06-11-2023

Executive Engineer,
Governance Computerization Division,
Pune

1.1 Events and Dates Related to Bid

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

Table: Key Events and Date

#	Information	Details
1.	Publication Date	From 06-11-2023, Time: 12:30 PM
2.	Download Date	From 06-11-2023, Time: 12:35 PM To 28-11-2023, Time: 05:00 PM
3.	Last date for Submission of Queries	Till 21-11-2023, Time: 05:00 PM
4.	Last date (deadline) for online submission of bids	28-11-2023, Time: 05:00 PM on www.mahatenders.gov.in
5.	Technical Bid Opening Date & Time	From 29-11-2023, Time: 05:05 PM
6.	Date for Presentation	To be communicated later.
7.	Financial Bid Opening Date & Time	To be communicated later.
8.	Address for communication	Executive Engineer Governance Computerisation Division JalSampatti Bhavan, Pune e-Governance Circle Tal- Haweli, Dist-Pune Pin Code – 411038

1.2 Other Important Information Related to Bid

Table: Other Information

#	Item	Description
1.	Earnest Money Deposit (EMD)	Rs. 3,00,000/- (Three Lakhs Only) through option available on Maha-Tender portal i.e. www.mahatenders.gov.in EMD should be refunded to the successful bidder on receipt of Performance Bank Guarantee.
2	Tender Fee	Rs. 2360 (Rupees two thousand three hundred and sixty only) including GST to be paid on www.mahatenders.gov.in
3.	Bid Validity Period	(60) Sixty days from the date of submission of Bids
4.	Performance Bank Guarantee value (PBG)	10% of contract value/ Bid value of successful Bidder from a Nationalised Bank or Schedule commercial bank with branches in Maharashtra state and must be valid for the period of 60 days beyond the date of completion of all contractual obligations. Successful Bidder shall pay PBG (Performance Bank Guarantee) within 15 working days of notification of Award in favour of Executive Engineer, Governance Computerisation Division, Pune

2 Introduction & background information

2.1 About MWRD

Maharashtra has been pioneer for key initiatives in the field of water resource management. Maharashtra is one of the few states to have its own water policy. It is also

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the first state in the country to have regulatory authority in the water sector. Maharashtra also boasts Participatory Irrigation Management (PIM).

Maharashtra Water Resource Department (MWRD) (formerly Irrigation Department) is entrusted with survey, planning & design, construction & management of major, medium, and minor projects.

Maharashtra has got a large number of notable dams and reservoirs. Maharashtra Water Resource Department is involved in survey, design, construction, planning and management of different minor, medium and major irrigation projects. All these planning, developmental and management activities necessitate a sufficient quantity of water.

2.2 Basic Information

The RFP and further implementation of the project during the project period shall be done by Maharashtra Water Resources Department (MWRD)

- a) The time period for the given scope of work will be 60 months including 6 months of implementation period followed by 12 months of warranty period and 42 months of maintenance and support period.
- b) The Water Resource Department, Maharashtra (MWRD) reserves the right to extend the project duration as per requirement of MWRD.

2.3 Project Background

Water Resources Department (MWRD) deals with Planning, Investigation, Design, Construction and Maintenance of Major, Medium and Minor projects in the state. Different types of structures like Dams, Canals Distribution network, Lift Irrigation schemes, Barrages are being constructed to store rainwater and supply (water management) it for Domestic, Irrigation, Industrial, Hydropower, Navigation and Environmental purposes. Also, department have administrative, financial, establishment activities along with the construction and irrigation management activities.

MWRD provide trainings regarding the department areas, functions and above activities to the new joined employees / officers in the Department and arrange refresher courses for the adoption of new technology, update employee's knowledge through its training institutes such as META, MERI, WALMI and Regional Training Institute (Pune, Nagpur, Aurangabad).

The department (MWRD) want to develop a robust and complete solution for Training Management System which is access by MWRD employee as a trainee and officials from training institute as a Trainer.

2.4 Project Objective

MWRD want to develop a robust and complete Web and Mobile responsive solution for Training Management System for MWRD.

MERI, WALMI, RTC etc. MWRD institutes using the Training Management System application for Publication of Annual Training Programs (ATP) for all MWRD employees and staff, submission of online nominations for the courses / trainings and selection of the trainees. The information also passes on to all trainees through the application.

After the impact of covid-19 pandemic, many additional features are required in the system. i.e., online courses, online lectures, online presentation from the guest faculty etc. to take place besides the offline classes. In the present condition, individual login (Trainee, Trainer, Training Manager (TM), Head of Department (HOD), etc.), Learning Management System,

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Report, and dashboard etc. modules are required to be added in the main scope of the Application.

2.5 Solution Requirement

The main objective of the project is to develop a Training Management System for Maharashtra Water Resource Department that should have following facilities:

Registration & Login

Registration & Login facilities should be provided to META, WALMI, RTC's staff, MWRD Employees, MWRD, PWD, MJP, WCD offices & employees and other Institutes and their Stakeholders (Students, Farmers, Customers, Vendors/Contractors etc.)

Nomination & Approval

MWRD, PWD, MJP, WCD Employee/Offices can send their nomination for Training which when approved by competent authority is visible to concerned Training Institute. Training institute can approve / reject nomination to be enrolled in a Training batch. Finalizing the capacity/size of Training Batch is sole responsibility of the concerned Training Institute.

Annual Training Program (ATP)

Creation and management of Annual Training Program is sole responsibility of Training Institutes. Accordingly, Institutes are responsible for designing course, provide study materials and conduct Training and Exam and providing Certificates.

2.6 Stakeholders envisaged that will use the application

The following roles are required within the application:

1. Trainee
2. Trainer / Faculty (Internal / external)
3. Co-Ordinator / Training Manager
4. Assistant co-ordinator
5. Approvers (EE/SE/CE/ED – Immediate officer of concern employee/Trainee)
6. HoD
7. Library Admin
8. Hostel admin
9. Store Admin
10. Accountant
11. Admin
12. Super-admin (META & WREGC)

The following users are expected to use the system

1. MWRD, PWD, MJP, WCD Employees
2. Other State Govt. Employees if required by META
3. Stakeholders (Students, Farmers, customers, Vendors/Contractors etc.)
4. META
5. WALMI
6. RTCs
7. Other Training Institutes (CWC, NWA, YASHADA, PWD, National / International Institute etc.) if required.
8. Guest Faculty

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3 Qualification of the Bidder

3.1 Pre – Qualification criteria

#	Pre-Qualification Requirements	Documents to be submitted
1	The Bidder should have made a payment of Rs. 2360 (Rupees two thousand three hundred and sixty only) including GST for the tender fees.	Proof of Tender form fee payment of Rs. 2360 (Rupees two thousand three hundred and sixty only) including GST (non-refundable) by payment gateway online/RTGS/NEFT/ECS must be furnished. * As per option available on www.mahatenders.gov.in
2(A) Other than MSME	The Bidder should have submitted an Earnest Money Deposit of Rs. 3,00,000/- (Three lakhs only)	Earnest Money Deposit must be paid through Online Payment via net banking mode through Bidder's own Account only. As per option available on www.mahatenders.gov.in
3	The bidder shall be: <ul style="list-style-type: none"> A Company registered in India under the Companies Act 1956 or 2013 since last 3 years, OR An LLP firm registered under The LLP Act 2008 since last 3 years, OR A partnership firm registered under Partnership Act, 1932 in India since last 3 years <p>CONSORTIUM is not allowed</p>	<ul style="list-style-type: none"> Certificate of Incorporation/ Registration OR A partnership deed duly registered under the Partnership Act OR LLP firm registered certificate
4	The bidder shall have an average annual turnover of overall business of minimum INR 4.0 Crore for last three financial years (FY 2020-2021, 2021-2022, 2022-2023) If certified/audited copy for 2022-23 is not available FY 2019-20 will be considered.	Certificate duly signed by Certified Chartered Accountant for average annual Turnover and Profit (each year) for last 3 financial years (FY 2020-2021, 2021-2022, 2022-2023). Annexure-2 mentioned in RFP.
5	The bidder should have positive net worth as per the audited consolidated financial statements in each of the last three financial years (FY 2020-2021, 2021-2022, 2022-2023) If audited copy for 2022-23 is not available FY 2019-20 will be considered.	Certificate duly signed by Certified Chartered Accountant
6	The bidder shall have experience of, <ul style="list-style-type: none"> a. At least one similar application development and implementation project with a value not less than INR 80 Lakh in the 5 financial years. Having completed similar projects in departments of Govt. of Maharashtra shall be an added advantage. <p>OR</p> <ul style="list-style-type: none"> b. At least two similar application 	<ul style="list-style-type: none"> Copy of Work Order with proper date and cost mentioned Copy of Completion Certificate issued by client on clients letter head with proper date and cost mentioned in case of completed projects. Phase Completion Certificate from the client on clients letter head with proper date in case of ongoing projects. The supporting documents shall

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#	Pre-Qualification Requirements	Documents to be submitted
	<p>development and implementation project with a value not less than INR 50 Lakh each in the 5 financial years. Having completed similar projects in departments of Govt. of Maharashtra shall be an added advantage.</p> <p>OR</p> <p>c. At least three similar application development and implementation project with a value not less than INR 40 Lakh each in the 5 financial years. Having completed similar projects in departments of Govt. of Maharashtra shall be an added advantage.</p> <p>The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p>	<p>mandatorily mention the value of project and duration of the contract</p> <ul style="list-style-type: none"> Project details as per Annexure-3 mentioned in RFP
7	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid for fraudulent or corrupt practices	An Affidavit on Rs. 100 (One hundred only) non-judicial stamp paper signed by the Authorized Signatory of the Bidder. Annexure-7 mentioned in RFP.
8	The bidder must submit the power of attorney to specify an individual who will be authorized for legal and financial matters	The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (One hundred only) and duly notarized by a notary public. Annexure- 8 mentioned in RFP
9	The bidder shall have a valid GST number as on last date of submission.	Copy of GST registration certificate signed by bidder's authorized signatory
10	The bidder shall have a valid PAN number as on last date of submission.	Copy of PAN registration certificate signed by bidder's authorized signatory
11	Declaration of validity of information (Maharashtra GR No. CAT/2018 – 127/ dated/18/10/2023)	The Declaration of Validity of Information should be executed on a non-judicial stamp paper of Rs. 100 (One hundred only) Annexure- 9 mentioned in RFP
12	Declaration of acceptance of terms and conditions of RFP (Maharashtra GR No. CAT/2018 – 127/ dated/18/10/2023)	Declaration of acceptance of terms and conditions of RFP on Company letter head signed by bidder's authorized signatory Annexure- 1B mentioned in RFP

Note:

- A) All the scanned copies of certificates/documents attached with the tender should be stamped and signed by authorized person of the Bidder otherwise the tender is liable to be treated as INVALID. Also, the required documents on stamp papers should be invariably duly attested by Notary Public otherwise the tender is liable

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- to be treated as INVALID. Also, bidder needs to produce original certificates/documents during scrutiny stage, if asked by concerned Tendering Authority.
- B) The Bidder to submit affidavit on an INR.100 Stamp paper as per Annexure-9 in Envelop No. 1 affirming the authenticity of all information and documents submitted with the tender. The bidder shall be fully responsible if any tender documents are discovered to be fraudulent or counterfeit, both during the tender process and the execution of the project. The water resource department officials or any agency of department will not be held liable for any misrepresentation.
- C) In case, Bidder has misrepresented or submitted any fraudulent information, samples, etc. regarding qualification criteria, the bid of the corresponding bidder would be rejected and the Water Resources Department, Government of Maharashtra would blacklist the bidder. EMD of that bidder shall be forfeited and necessary legal actions shall be initiated against such bidder as per MWRD GR dated 18/10/2023 point 15.3 & 15.4.

4 Instruction to Bidders

4.1 Advice to the Bidders

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

4.2 Tender Form and Tender Fee

- a) The forms of Tender documents are available on the Maha tender portal of Govt. of Maharashtra i.e. <https://mahatenders.gov.in>. The aspiring Bidders will have to download Tender form, from the Portal mentioned above. The bidder has to fill in online format and upload information regarding Tender online. Also, bidder has to download the Tender application form Portal, fill it and upload the scanned copy of duly filled form, along with required documents.
- b) The blank tender forms will be available for download to bidders from the <https://mahatenders.gov.in>, only after online payment of tender fee amount of Rs. 2360 (Rupees two thousand three hundred and sixty only) including GST and tender fee to be furnished in Indian Rupees only and tender fee is nonrefundable.

4.3 Earnest Money Deposit

- a) While submitting duly filled tender document through <https://mahatenders.gov.in>. Bidder need to pay E.M.D. of Rs. 3,00,000/- (Three Lakhs Only) online and EMD to be furnished in Indian Rupees only.
- b) Earnest Money Deposit must be paid through option available on Maha-Tender portal i.e. www.mahatenders.gov.in through Bidder's own bank Account only.
- c) EMD of all non-responsive bids shall be returned to the bidders automatically only after the letter to commence the work is given to successful bidder or on cancellation of tender by MWRD on Maha-Tender portal.
- d) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- e) The EMD may be forfeited in the event of:
- A Bidder withdrawing its bid during the period of bid validity
 - A successful Bidder fails to sign the subsequent contract in accordance with this RFP

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- iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
- iv. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers

4.4 Submission of Bids

- I. Tender Documents are to be prepared & submitted online as per instructions of e-tendering and to be uploaded on Maha tender Portal, 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 Maha tender portal of Govt. of Maharashtra <https://mahatenders.gov.in> Bidders have to follow the instructions given on the above web site for filling up Tender Forms online.
- II. **All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.**
- III. **Bidders shall submit their quote including taxes applicable as on date of submission of bid.**
- IV. The proposal as mentioned shall be submitted in two parts. Each part shall include the following information:

Parts	Instructions
Stage 1: Technical Bid	<p>This envelope should not contain any financial offer, in either explicit or implicit form, in which case the bid will be rejected.</p> <p>This envelope should contain</p> <ul style="list-style-type: none"> Tender fee: Receipt of Tender fee Deposit from Maha tender portal EMD: Receipt of Earnest Money Deposit from Maha tender portal. Attach scan copy of bank statement showing EMD payment made and affidavit as per GR dated 18/10/2023 Certificate of Incorporation/ Registration OR A partnership deed duly registered under the Partnership Act OR LLP firm registered certificate Certificate duly signed by Certified Chartered Accountant for average annual Turnover and Profit (each year) for last 3 financial years (FY 2020-2021, 2021-2022, 2022-2023). Annexure-2 Positive net worth Certificate duly signed by Certified Chartered Accountant Copy of Work Order with proper date and cost mentioned. Copy of Completion Certificate issued by client on clients letter head with proper date and cost mentioned in case of completed projects. Phase Completion Certificate from the client on clients letter head

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Parts	Instructions
	<p>with proper date in case of ongoing projects.</p> <ul style="list-style-type: none"> The supporting documents shall mandatorily mention the value of project and duration of the contract Project details as per Annexure-3 mentioned in RFP For not have been blacklisted by any Central/State Government Organization, An Affidavit on Rs. 100 (One hundred only) non-judicial stamp paper signed by the Authorized Signatory of the Bidder. Annexure-7 mentioned in RFP. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (One hundred only) and duly notarized by a notary public. Annexure- 8 mentioned in RFP Copy of GST registration certificate signed by bidder's authorized signatory Copy of PAN registration certificate signed by bidder's authorized signatory The Declaration of Validity of Information should be executed on a non-judicial stamp paper of Rs. 100 (One hundred only) Annexure- 9 mentioned in RFP Declaration of acceptance of terms and conditions of RFP on Company letter head signed by bidder's authorized signatory Annexure- 1B mentioned in RFP <p>Technical Proposal:</p> <ul style="list-style-type: none"> Section 1 <ol style="list-style-type: none"> Executive summary Covering letter as prescribed in RFP Bid Form – Annexure- 1 Details of the Bidder as prescribed in Annexure- 1A Section 2 <ol style="list-style-type: none"> Information and Track record of bidder as prescribed in Annexure-3 with proper work order and completion certificate on client letter head. Project team structure in Annexure- 5 Curriculum Vitae (CV) of Key Personnel in Annexure- 6 Certificate from Head (HR) or company

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Parts	Instructions
	<p>secretary for number of technically qualified professionals employed by the company along with the total work experience and number of years of service with the bidder's company- Annexure 15</p> <ul style="list-style-type: none"> • Section 3 <ul style="list-style-type: none"> i. Proposed Solution including five design wireframes. ii. Proposed development Approach, methodology and project plan iii. High Level system Architecture iv. Technical & Server Specifications • Section 4 <ul style="list-style-type: none"> i. Proposed implementation plan in Annexure- 4 • Section 5 <ul style="list-style-type: none"> i. Training plan • Section 6 <ul style="list-style-type: none"> i. Service Level Agreement (SLA), Escalation Matrix, Warranty, Maintenance Support and Change Request • Section 7 <ul style="list-style-type: none"> i. Other Information <p>Further information may be provided as additional appendices. However, they shall be properly labelled and cross-referenced in the main body of the proposal.</p>
<p>Stage 2:</p> <p>Financial Bid</p>	<p>1)The financial proposal should be submitted</p> <ul style="list-style-type: none"> a. Financial Proposal Cover Letter in Annexure- 10 b. Financial Proposal in Annexure- 11 c. In the prescribed format of change request rate as per Annexure- 12 <p>All the pages in the financial response should be on the letterhead of the Bidder with a seal and 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> <p>Prices quoted by the Bidder shall be final (inclusive of all taxes, duties, insurance, license fee and other costs). No variation in prices on account of increase/decrease in input cost will be allowed under any circumstances during the entire period of project. GST on quoted price shall be paid separately.</p>

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V. Pre-bid responses

The bidder may request seek clearance online before due date mentioned in time schedule. The MWRD will give response on the queries as per time schedule and this shall be part of tender. If any Clarification is not given by MWRD up to last date mentioned in Tender Notice (Time Schedule), it should be treated that there is no change in Tender Conditions and Clauses. The bidder should quote his bid accordingly.

VI. Bidder's Authorized Signatory

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

VII. 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.

VIII. Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by MWRD to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

IX. Language

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

X. Venue and Deadline for submission of proposal

The response to RFP must be submitted on the www.mahatenders.gov.in by the date and time specified for the RFP.

XI. Late submission of Bids

Late submission will not be entertained and will not be permitted by the Maha Tender portal.

XII. Visit to MWRD premises

Bidders are encouraged to submit their respective Proposals after visiting the MWRD office and ascertaining for themselves available software, methods, data storage facilities, constraints, availability of networks and other data with MWRD, applicable Laws and regulations or any other matter considered relevant by them.

It shall be deemed that by submitting a Bid, the Bidder has:

- i. Made a complete and careful examination of the Bidding document.
- ii. Received all relevant information as requested to MWRD.

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

All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder.

The Purchaser may cancel this tender at any stage if necessities.

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

XIII. Verification and Disqualification

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

MWRD reserves the right to reject any Bid if:

- i. At any time, a material misrepresentation is made or uncovered, or
- ii. The Bidder does not provide, within the time specified by MWRD, the supplemental information sought by MWRD for evaluation of the Bid.
- iii. Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened MWRD reserves the right to take appropriate action as per Government guidelines & procedure.

XIV. Modifications / Substitution / Withdrawal of Bids

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

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

XV. Incomplete Bids

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

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

XVI. Evaluation Process

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

XVII. Bid Opening

Bids will be opened in 2 stages:

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

As per published date and time of opening of tender on Portal <https://mahatenders.gov.in> Bidder/Authorized representative should be present, otherwise no any objection will be accepted after opening of tender as per GR dated 18/10/2023.

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

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

XVIII. Bid Validity

The offer submitted by the Bidders should be valid for minimum period of 60 days from the date of submission of the Bid. On completion of the validity period, unless the Bidder withdraws his bid in writing, bid validity shall be deemed to be extended until such time that the Bidder formally (in writing) withdraws his bid.

XIX. Bid Evaluation

1. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive if a Proposal is found to have been
 - a) Submitted in manner not conforming with the manner specified in the RFP document
 - b) Submitted without appropriate EMD as prescribed herein
 - c) Received without the appropriate power of attorney

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- d) Containing subjective/incomplete information
- e) Submitted without the documents requested in the checklist
- f) Non-compliant with any of the clauses stipulated in the RFP
- g) Having lesser than the prescribed validity period.

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

XX. Cost of Bidding

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

XXI. Pre-bid Queries

Bidders are requested to submit their queries on the company letter head and in the following below mentioned format only: on or before 21-11-2023, Time: 05:00 PM via Mahatender portal seek clarification option only indicated in the tender notice. The queries should necessarily be submitted in the following format.

Name of Bidder					
Department Name		MWRD, Government of Maharashtra Water Resources Department			
Tender Ref. No					
Tender Name		"Design, Development, Implementation, Operations & Maintenance of Training Management System for Maharashtra Water Resources Department"			
Tender Due Date					
#	RFP Page No.	RFP Clause No.	Clause Title	Queries /Clarification Sought	Justification by Bidder
..	

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

XXII. Amendment of RFP Document

At any time before the deadline for submission of bids, purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by amending, modifying and/or supplementing the same.

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

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

XXIII. Technical Bids

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

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

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

XXIV. Financial Bids

Bidder shall submit their financial bid only through the Maha Tender Portal. Price quoted elsewhere shall be liable to rejection.

XXV. Qualifying Criteria

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

Only those Bidders, who fulfil all the qualifications mentioned in the section “**3.1 Pre – Qualification criteria**” of the RFP, shall be eligible and qualified for further technical evaluation as per the Evaluation Framework given below.

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

Implementation Agency shall not sublet any work related to scope of work.

XXVI. Technical Evaluation Criteria

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

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

The criteria for the technical evaluation are as follows:

#	Technical Qualification Requirements	Technical Qualification Framework	Max. Marks								
1.	<p>The bidder shall have an average annual turnover of overall business of minimum INR 4.0 crore for last three financial years (FY 2020-2021, 2021-2022, 2022-2023)</p> <p>If certified/audited copy for 2022-23 is not available FY 2019-20 will be considered.</p>	<table><tr><th>Turnover</th><th>Marks</th></tr><tr><td>4 Crore</td><td>10</td></tr><tr><td>>4 Crore to ≤ 6Crore</td><td>12.5</td></tr><tr><td>>6 Crore</td><td>15</td></tr></table>	Turnover	Marks	4 Crore	10	>4 Crore to ≤ 6Crore	12.5	>6 Crore	15	15
Turnover	Marks										
4 Crore	10										
>4 Crore to ≤ 6Crore	12.5										
>6 Crore	15										
2.	<p>The Bidder should have a minimum strength of full time 50 technically qualified professionals with the company.</p> <p>Annexure - 15</p>	<table><tr><th>Total Full time Staffs</th><th>Marks</th></tr><tr><td>50</td><td>5</td></tr><tr><td>>50to ≤75</td><td>10</td></tr><tr><td>Above 75</td><td>15</td></tr></table>	Total Full time Staffs	Marks	50	5	>50to ≤75	10	Above 75	15	15
Total Full time Staffs	Marks										
50	5										
>50to ≤75	10										
Above 75	15										

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#	Technical Qualification Requirements	Technical Qualification Framework	Max. Marks																		
3.	<p>The bidder shall have experience of similar application development and implementation projects in last 5 financial years in any government departments or government undertaking institutes</p> <p>a. At least one similar project with a value not less than INR 80 Lakh.</p> <p style="text-align: center;">OR</p> <p>b. At least two similar project with a value not less than INR 50 Lakh</p> <p style="text-align: center;">OR</p> <p>c. At least three similar project with a value not less than INR 40 Lakh</p> <p>The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met and certified by Client.</p> <p>Similar Projects: Design & development of CMS based web applications for any organization.</p>	<p>At least one similar Project of minimum INR 80 Lakhs</p> <table><tr><th>No. of Projects</th><th>Marks</th></tr><tr><td>1 project</td><td>15</td></tr><tr><td>Above 1</td><td>30</td></tr></table> <p>At least two similar Project of minimum INR 50 Lakhs each</p> <table><tr><th>No. of Projects</th><th>Marks</th></tr><tr><td>2 projects</td><td>15</td></tr><tr><td>Above 2</td><td>30</td></tr></table> <p>At least three similar Project of minimum INR 40 Lakhs each</p> <table><tr><th>No. of Projects</th><th>Marks</th></tr><tr><td>3 projects</td><td>15</td></tr><tr><td>Above 3</td><td>30</td></tr></table>	No. of Projects	Marks	1 project	15	Above 1	30	No. of Projects	Marks	2 projects	15	Above 2	30	No. of Projects	Marks	3 projects	15	Above 3	30	30
No. of Projects	Marks																				
1 project	15																				
Above 1	30																				
No. of Projects	Marks																				
2 projects	15																				
Above 2	30																				
No. of Projects	Marks																				
3 projects	15																				
Above 3	30																				
4.	Approach and Methodology	<ul style="list-style-type: none">Proposed Solution including five design wireframesProposed development methodology and project planHigh Level system ArchitectureTechnical & Server Specifications	15																		
5.	Resume of all key technical resources proposed for the assignment.	Qualitative assessment of the resources as per the CVs format given at Annexure 6	10																		
6.	Presentation	<ul style="list-style-type: none">Understanding of ScopeSolution ProposedDomain KnowledgeImplementation ApproachRisk ManagementUser InterfaceNew Innovative ideas	15																		
Total Marks			100																		

Those Bidders who have secured a minimum of 75 marks in the Technical Evaluation shall be selected for financial evaluation. Adequate notice will be given to allow Bidders or their

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representatives to attend the opening of the financial proposals. MWRD reserve the right to accept or reject any or all bids without giving any reasons thereof.

XXVII. Financial Bid Evaluation

- Method of evaluation of selection of successful Bidder and award of Contract to Bidder shall be based on Cost Based Selection (L1) after successful Technical Qualification. The Financial Proposals of the technically qualified Bidders shall be opened and the purchaser's evaluation in this regard shall be final and binding on the Bidder. The Technically qualified Bidder whose quoted price is the lowest (hereby referred to as L1 Bidder) shall be considered as Successful Bidder.
- The Financial Bids of technically qualified Bidders who has obtained minimum 75% score in Technical Evaluation shall be opened by the purchaser on the prescribed date in the presence of Bidder representatives.
- If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- In the event of two or more Bidders stating exactly the same financial quote, then the bidder whose technical score is highest among them will be considered as a successful bidder.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.
- Errors & Rectification: If there is a deviation/discrepancy between amount in words and figures in financial quote by bidder, in that case the amount in words will prevail".

XXVIII. Notification of Award

The purchaser will notify the successful Bidder on Maha tender portal. Purchaser will issue letter of commence the work to successful bidder. The Successful Bidder shall pay PBG (Performance Bank Guarantee) within 15 working days of issuance of LOI. The Work Order will be issued to successful bidder after receipt of PBG by purchaser.

XXIX. Signing of Contract

After receipt of PBG by purchaser from successful bidder, Agreement will be signed by both the parties within 15 days.

The Purchaser shall send the Bidder the Pro forma for Contract, incorporating all terms and conditions of the contract between the parties.

The rates in Work Order will be valid from the date of the issue of Work Order till the completion of the work. No representation in this regard will be entertained.

XXX. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the Purchaser shall invoke the PBG of the most responsive Bidder.

If the amount of the performance bank guarantee/additional performance security deposit is not paid within the stipulated time period by the selected L1 bidder, and L2 bidder is ready to work with the same rate and tender condition and within stipulated time then the process of accepting the tender for L2 Bidder will be started without recalling the tender. The EMD of L1 Bidder will be forfeited and L1 Bidder will be disqualified and will be banned for two years for participation in any bid process of MWRD as per GR dated 18/10/2023.

If L2 Bidder also disagrees to work with the same rate and tender condition and within stipulated time then the tender will be recalled.

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XXXI. Maharashtra Stamp Act 2015

The Bidder shall pay Stamp Duty on agreement as per provision of Maharashtra Stamp Act 2015 as below:

- Where the amount or value set forth in such contract does not exceed Rupees Ten Lakh- Five hundred Rupees
- Where the amount or value set forth in such contract exceed Rupees Ten Lakh- Five Hundred plus 0.1% of the amount above Rupees Ten Lakh subject to maximum of Rupees Twenty-Five Lakh.

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

XXXII. Goods and Service Tax (GST)

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

XXXIII. Confidentiality of the Document

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

XXXIV. Post Signing of Contract

Successful Bidder during project duration may have to visit MWRD Office located at Pune / Nashik / Nagpur / Chatrapati Sambhaji Nagar multiple times at its own cost. Even whenever needed by MWRD department officers the successful bidder must visit MWRD Office located at Pune / Nashik / Nagpur / Chatrapati Sambhaji Nagar at its own cost.

XXXV. Tender Related Conditions

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

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

XXXVI. Rejection Criteria

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

a. General Rejection Criteria

- Bids received through Telex /Telegraphic / Fax / E-Mail except wherever required.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- Any effort on the part of a Bidder to influence the purchaser's bid evaluation, bid comparison or contract award decisions.
- Bids received by the purchaser after the last date for receipt of bids prescribed by the purchaser.
- Does not include requisite documents.

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- Bids without signature of person (s) duly authorized on required pages of the bid
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

b. Technical Rejection Criteria

- Technical Bid containing financial details.
- Revelation of Prices in any form or by any reason before opening the Financial Bid
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents
- The Bidder not confirming unconditional acceptance of full responsibility of providing services if the bid does not conform to the timelines indicated in the bid.

c. Financial Rejection Criteria for 2nd Stage selected Bidders.

- Incomplete Price Bid
- If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- Price Bids that do not conform to the Tender's price bid format.
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the financial bid calculations the purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

5 Project & Payment Schedule

5.1 Project deliverables and Timelines

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

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

Sl.	Phase / Project Track	Deliverable	Timeline
1	Requirement Analysis	a. Requirement gathering Document b. Initial draft Requirement Traceability Matrix (RTM) c. Detailed Project Plan	T1 = T + 20 days *Where T is the Date of Issuance of Work Oder.
2	Design	a. Clickable Wireframes b. UI/UX Design Document	T2 = T1+ 10 days*

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Sl.	Phase / Project Track	Deliverable	Timeline
		c. Software Design Document (SDD) d. Updated draft Requirement Traceability Matrix (RTM)	
3	Development	a. System Requirement Specification Document (SRS) b. Updated draft Requirement Traceability Matrix (RTM)	T3 = T2+ 60 days*
4	QA Testing	a. Test Plan b. Test Cases c. Bug Report based on approved test plan and test cases d. Bug resolution report e. Updated draft Requirement Traceability Matrix(RTM)	T4 = T3+ 20 days*
5	UAT deployment and Sign-off	a. Release Note b. Initial draft of user Manual of CMS and application c. Updated draft Requirement Traceability Matrix(RTM) d. Updated Detailed Project Plan	T5 = T4 + 20 days*
6	Production deployment, Security Audit and Sign-off	a. Release Notes b. Security Audit Certificate for Training Management System for MWRD	T6 = T5 + 25 days*
7	Pilot project and Mock Go-Live	a. GIGW , Regulatory Compliance confirmation b. Updated Test Cases c. Updated Requirement Traceability Matrix (RTM) d. Usability Testing Report	T7 = T6 + 10 days*
8	Capacity Building/ Training All interactive sessions will be conducted at Pune / Nashik / Nagpur / Chatrapati Sambhaji Nagar office itself. However, if required VC will be conducted from Pune / Nashik / Nagpur / Chatrapati Sambhaji Nagar office itself.	a. Approval of training plans b. Implementation of approved training plans c. Initial draft of user Manual of CMS and application	T8 = T7 + 10 days
9	Go-live	a) Release Notes of applications b) Updated UI/UX Design Document c) Updated Software Design Document (SDD) d) Updated System Requirement Specification Document (SRS) e) Updated user Manual of CMS and application f) Updated Project Plan	T9 = T8 + 5 days*

- All these timelines would also require the Department to commit / adhere to the timelines for review sign-off and approval before Bidder starts the next phase.
- Successful Bidder shall submit progress report fortnightly to the Purchaser and all concerned stakeholders during implementation phase
- There shall be monthly progress review meeting conducted offline/online with Purchaser and all concerned stakeholders during implementation phase.

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- iv. *There shall be monthly status review meeting conducted offline/online with Purchase and all concerned stakeholders during AMC Phase*
- v. *SLA will be applicable on delay in case of issues highlighted during security audit testing.*

5.2 Payment Schedule & Milestones

Payment Milestone as % of Contract Value for Implementation Phase -

Sl.	Phase / Milestones of payment	Submission by Bidder & Approved by MWRD	Billable Fee (As % of Contract Value for Implementation phase)
A. Implementation Phase			46%
A1	Project Initiation and submission of Requirement Gathering Template (RGT), Detailed Project Plan, SRS & SDD	Yes	5%
A2	Development of Application, UAT Testing and UAT Sign-off	Yes	16 %
A3	Mock Go-Live/ Pilot project and	Yes	8%
	Capacity Building/ Training	Yes	5%
A4	Successful completion of Security Audit and obtaining necessary Certificate, Production Deployment and Sign-off	Yes	5%
A6	Go –live and	Yes	5%
	Operational acceptance	Yes	2%
B. Warranty Phase			12%
1	Warranty Period (To be divided equally in Quarterly payment payable at the end of the quarter)	Yes	9%
2	Final Acceptance	Yes	3%
C. AMC phase (To be divided equally in Quarterly payment payable at the end of the quarter)		Yes	42%

5.3 Payment Terms

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

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5.4 Services during Warranty period

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

5.5 Taxes and Duties

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

5.6 Operational Acceptance

DEFINITION- Operational Acceptance is to ascertain whether the system confirms to the technical requirement and meets the standard of performance quoted in the bid, including but not restricted to the functional and technical performance requirements.

The bidder shall be responsible for managing OAT (Operational Acceptance Testing), Load Testing, Performance Scalability testing, etc. as per mutually agreed criteria.

The bidder shall achieve Operational Acceptance of the System within a period of 60 days after Go-Live across the state.

Extended time if any required for achieving Operational Acceptance in unavoidable situation be given by competent authority of MWRD if required by either MWRD or the bidder.

5.7 Final Acceptance

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

1. All required activities as defined in the bid document (including RGT) including all changes agreed by MWRD and delivered by the Successful Bidder and accepted by MWRD
2. All required system functionality as defined in the bid document (including RGT) including all changes agreed by MWRD and delivered by the Successful Bidder and accepted by MWRD
3. All required documentation as defined in this bid document including all changes agreed by MWRD and delivered by the Successful Bidder and accepted by MWRD
4. All required training as defined in this bid document including all changes agreed by MWRD and delivered by the Successful Bidder and accepted by MWRD
5. All identified shortcomings/defects in the systems have been addressed to MWRD'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 MWRD 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, MWRD must be satisfied that all of the work has been completed and delivered to MWRD's complete satisfaction and that all aspects of the system perform acceptably. The functional/loical acceptance of the system will only be certified

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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 MWRD staff.

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

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Section - II SCOPE OF WORK

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6 Scope of Work

6.1 Design and Implementation

The selected Systems Implementation Partner / System Integrator should be responsible for the following:

I. Design, develop and Implement the Software Solution as per the requirements of MWRD from scratch.

The bidder will ensure that the good practices and GOI (Government of India) guidelines for Software Development listed below as well as localization are used during the software design, development/customization, and implementation phase. In case, if Business Process Re-engineering (BPR) is required to for value addition like process simplification or cost saving, then the details of BPR shall be approved by MWRD before implementation.

Bidder to carefully go through the indicative regulatory guidelines cited in below table, Bidder to comply all the regulatory guidelines for successful execution of this project. All the expenses to comply the regulatory guidelines will be bear by the bidder only.

Sr. No	Name of guideline	Description	Requirement
1	Localization & Language Technology Standard	Best Practices for Localization of e-Governance applications in Indian Languages for web and mobile applications	Mandatory
2	Policy on Adoption of Open Source Software for Government of India	Adoption of Open Source Software in all e-Governance systems implemented by various Government organizations, as a preferred option in comparison to Closed Source Software	Mandatory
3	Guidelines for Indian Government Websites (GIGW)	These Guidelines address the entire lifecycle of a website, web portal/application right from its conceptualization to design, development, maintenance, and management	Mandatory
4	Web Content Accessibility Guidelines (WCAG) 2.0	The WCAG documents explain how to make web content more accessible to people with disabilities	Mandatory
5	Cloud computing policy	State departments shall explore cloud computing as a preferred way for implementing all e-Governance project(s)	Mandatory
6	e-Governance Standards	Website should be in compliance with- Governance Standards of Government of India	Mandatory
7	Interoperability Framework for	Technical Standards for	Mandatory

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Sr. No	Name of guideline	Description	Requirement
	e-Governance (IFEG)	Interoperability Framework for e-Governance (IFEG) in India Version 1.0 or higher	
8	MDDS	Demographic Standards ,Character Encoding, Font Standard, eGov. BIDS	Mandatory
9	eSAFE	eSAFE-ISF01, eSAFE Framework (and associated documents) or higher	Mandatory
10	Digital Signatures	Digital Signatures in e-Governance software	Optional
11	Open standard Framework	Open Standards for e-Governance, Framework for Mobile Governance	Mandatory
12	e-Governance policies	e-Governance policies of Government of Maharashtra	Mandatory
13	Other e-Governance standards	Other e-Governance standards of Government of India (egovstandards.gov.in)	Mandatory
14	Technology stack	Details of the website such as Operating System, Database used, Web Servers used, Data Storage required, architecture, functionality, framework used etc. needs to be provided to DIT/SDC for due scrutiny as and when asked for by DIT	Mandatory
15	Security Audit	Security audit to be performed through CERT-IN empaneled agency.	Mandatory

- II. The solution must be developed with an open-source platform, cloud neutral technology with independent / flexible technologies
- III. Bidder provide all the 3rd Party Applications APIs as and when required by MWRD at its own cost.
- IV. Bidder should migrate developed application to department's cloud server and then perform security audit before deploying on production server.
- V. Developed Application to support integration of Google Maps.
- VI. Bidder will provide all the resources necessary for completion of the project including team of System architect, Project manager, software developers, testers/QA, Business Analysts, network engineer, any software required, language translator (English to Marathi) etc. MWRD shall be obliged to provide project related information as and when sought by the bidder which shall be used only for this project.
- VII. Bidder should allocate resources Off Site, however on critical issues resolution onsite help must be extended.

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- VIII. Bidder should allocate resources on Site to meet the project timelines as per requirement of purchaser.
- IX. Maintenance of the developed application shall also be part of the scope of the bidder during warranty period. Application shall be developed at bidders' premises.
- X. Bug tracking tool e.g. Mantis Bug Tracker, Track to be provided to purchaser with at least 3 user login credentials. The cost associated with the tracker would be borne completely by the bidder.
- XI. 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 external agencies as per the requirement of MWRD.
- XII. Integration with the MWRD portal or any other MWRD applications existing at the time of development. There shall be provision for Hyperlinks for other MWRD applications
- XIII. The bidder shall understand the requirements and propose a best-suited solution meeting the industry standards, which helps in meeting the specific requirements of MWRD. The bidder must study the infrastructure needs of the project & visit the MWRD locations and gather the detailed requirement, understand the setup, and perform the gap analysis.
- XIV. To prepare a Software Requirement Specification (SRS) report –based on an independent assessment of the requirement of MWRD and the functional requirements as specified in this RFP document for enabling the services identified for implementation under the project.
- XV. The bidder to work on the design and development activities after the approval of the SRS documents, the bidder to submit high level architecture documents of the proposed solution and prepare detailed software design documents (SDD) for approval before starting the development activities. The bidder is responsible for preparing the test plan and test cases for unit and QA testing and has to submit the same with results and get approval before moving to UAT.
- XVI. The software development and QA Testing should be performed on bidder server, and it must be hosted on cloud at his own cost.
- XVII. It is bidder responsibility to design, develop and maintain application on cloud till Go-live; post go-live Bidder to migrate application on MWRD cloud as per operational requirements.
- XVIII. When the tested software is deployed on Department's cloud, there should be a round of testing done before Go-Live.
- XIX. Bidder will bear the Email Gateway, SMS Gateway, SMS Pack cost.
- XX. All interactive sessions will be conducted at Pune / Nashik / Nagpur / Chatrapati Sambhaji Nagar office itself. However, if required VC will be conducted from Pune / Nashik / Nagpur / Chatrapati Sambhaji Nagar office itself.
- XXI. Coordinate and provide necessary support for acceptance testing and systems audit (functionality, process, performance & security controls) to be performed.
- XXII. Bidder should conduct security audit and certification or engage a suitable neutral and technically competent third-party agency or agencies for conducting audit and certification, upon intimation by the Bidder that the system implementation is complete. The third-party agency must be Cert-in certified agency.
- XXIII. Security Audit should be done after all feedback implementation (UAT, Training feedback and Pilot Project) and before Go-live.
- XXIV. Regulatory guidelines compliance must be completed before mock Go-Live.
- XXV. Subsequent Security Audit certification would be based on prevailing DIT, GOM guidelines. Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the Bidder no additional cost for any subsequent Security

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audit and obtaining Security Audit certificates would be payable to the bidder during the Contract period.

XXVI. Implement necessary access security and data validation controls during the development of the software application; security from all types of unauthorized / malicious access such as hackers, malware, spyware, and Trojans etc. Adequate measures should be taken to prevent cross-site scripting, SQL injection, phishing, and session hijacking.

XXVII. Bidder would procure and bear the cost of SSL and UAT hosting.

XXVIII. MWRD would procure domain name for the portal from DIT. However, if required Bidder would follow up the DIT and provide necessary support for domain name pointing and provide domain name on temporary basis till final domain procurement under gov.in is completed.

XXIX. Preparation of necessary User and Trouble Shooting manuals; conducting training sessions for MWRD users, administrators, trainers shall also be part of the scope of the bidder.

6.2 Overview

The proposed software module will be called as Training Management System for MWRD

6.2.1 Functional Requirements

Sr. No	Requirement	Features / Functionality
1)	Users <ol style="list-style-type: none"> 1. MWRD, PWD, MJP, WCD Employees 2. Other department State Govt. Employees 3. MWRD Stakeholders (Students, Farmers, NI customers, Vendors/Contractors etc.) 4. META 5. WALMI 6. RTC 7. Other Training Institutes (CWC, NWA, YASHADA, PWD, National / International Institute etc.) 8. Guest Faculty 	Role <ol style="list-style-type: none"> 1. Trainee 2. Trainer / Faculty (Internal / external 3. Co-Ordinator / Training Manager 4. Assistant co-ordinator 5. Approvers (EE/SE/CE/ED – Immediate officer of concern employee/Trainee) 6. HoD 7. Library 8. Hostel admin 9. Store 10. Accountant 11. Admin (META) 12. Super-admin (WREGC)
2)	Integration	<ol style="list-style-type: none"> 1. SSO such as e-Pramaan, e-Parichay etc. as finalized during RGT 2. Other Learning Management Applications like Courcera / Udemy / LinkedIn etc. 3. Online audio + Video + presentation tool like Google meet / Zoom / MS teams etc. 4. SMS and email gateway 5. MWRD PWD, MJP, WCD portals 6. Integration of Faculty payment / payment for Paid

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Sr. No	Requirement	Features / Functionality
		courses through offline voucher upload
३)	Services / Modules	<ol style="list-style-type: none"> 1. Registration / Bookings (Course, Faculty / Trainer / Guest Faculty, Co-ordinator, Classroom, Exam, Hostel) 2. ATP preparation / D-90 Format 3. Timetable / Calendar (Notifications / SMS) 4. Online / Offline courses 5. Invitations (Course / Faculty) 6. Nominations (Course / Faculty) 7. Courses list (All, Department / Institute wise, Subject-wise, Post-wise) 8. Online Courses 9. Lecturers / Faculty list 10. Trainee list (Nominated, Selected, Attended) 11. Classrooms / Rooms 12. Hostel / room (Booking, Check in-out) 13. Attendance 14. Examination 15. Certificates 16. Billing / Payment 17. Publication's list / Courses materials (PPT, PDF, Videos – link with MWRD PWD, MJP, WCD YouTube channel, Word, Excel etc.) 18. Support / service request 19. Feedback / Evaluation 20. Location (Google map – How to reach) 21. Reports / Dashboards
४)	Master Database	<ol style="list-style-type: none"> 1. Courses (Dept., Subject, Post, Online / offline) 2. Courses type – (Residential, non-residential, classroom, off campus and or combination) 3. Departments / Institute 4. Branch / Wing 5. HOD 6. Co-ordinator / TM 7. Courses co-ordinator and assistant co-ordinator / TM 8. Trainer / Faculty 9. Trainee 10. Classrooms 11. Hostel / Room 12. ATP 13. Batch 14. Exam 15. Billing / Payment 16. Books 17. Course materials (Word, PDF, Excel, PPT, Videos, GIS data) 18. Location
५)	General Requirements	<ol style="list-style-type: none"> 1. Web app with responsive Web Design – (front-end should be accessible over

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Sr. No	Requirement	Features / Functionality
		laptop/Desktop/Tablets/Mobile Browsers) 2. Bilingual (Marathi and English) 3. Regular training and Direct recruit trainings 4. OTP based login 5. test and production link separate 6. Cloud based 7. Open sources solution / standards 8. CMS based 9. Upload (Image, PDF, Videos, Word, Excel, GIS data) 10. Security (QC, Network, system, user authorisation) 11. Audit trails / logs 12. IPR – MWRD

6.2.2 User Level Requirements

Sr. No	Requirement	Features / Functionality
A.	Trainee	1. Log in 2. List of associated training as per post / wing (Online / Offline) 3. Bookmarks 4. Mail / SMS of training calendar / program as per post / wing 5. Registration (Message to approval authority of 3 % training completed / not, registration / acceptance list, Registration / Cancellation Mail / SMS) 6. Fees (If any – Course, Materials, Hostel, Meals etc.) 7. Location 8. Hostel Booking (Option - Yes / No) 9. Tea, Breakfast, Lunch, Dinner (Option - Yes / No) 10. Books / other Materials 11. Course Attendance 12. Exam (Participation, assignment submission, fees, attendance, result) 13. Evaluation of course, session, hostel etc. 14. Certification (attendance, course completed / incomplete, certificate) 15. Support / service request 16. Daily Report (Attend/Activity) 17. Report / Dashboard 18. Compatible with all latest available browsers
B.	Trainer / Faculty	1. Log in 2. List of associated courses as per post / wing (Online / Offline) 3. Mail / SMS of training calendar / program as per post / wing 4. Registration against training / courses 5. Nomination (Nomination list, Nomination mail / SMS, Cancellation) 6. Selection 7. Hostel Booking (Option - Yes / No) 8. Tea, Breakfast, Lunch, Dinner (Option - Yes / No)

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Sr. No	Requirement	Features / Functionality
		9. Course materials upload (PPT, PDF, Data, Word, Excel, Video-Linked with MWRD YouTube Channel) 10. Instructions if any (Laptop / Mobile / software requirement) 11. Exam (Questions, Assignment design, Marking – questions should MCQ / Subjective type, for MCQ – Choice to faculty / Trainer to fix no. of option, varying or same for different questions. Facility to Yes / No, True False.) 12. Training / Course delivered (Online / Offline) Attendance 13. Certification (e-book updation) 14. Evaluation of hostel etc. 15. Bill raising / Payment 16. Support / service request 17. Report / Dashboard
C.	Course coordinator / Training Manager (For individual institute)	1. Log in 2. Registration against Institute 3. Prepare / Change / Edit / Delete Master forms 4. Annual Training Program preparation (for Online / Offline courses) 5. Facility to reschedule ATP and copy previous year's schedule program 6. Selection of Online program from online learning application i.e. Coursera, Udemy, LinkedIn etc. 7. Online courses auto link generation and link sharing 8. D-90 program / Course timetable 9. List of activity alerts 10. SMS/Mail issuing to Trainee as per post / wing 11. Nomination (Trainee, Trainer / Faculty, Guest Faculty) 12. Selection letter / Mail / SMS 13. Batch preparation 14. Classroom / room allocation 15. Hostel allocation (Post, Gender, Single / Double occupancy selection) 16. Books, Stationary, other learning materials allocation 17. Vehicle allocation 18. Refreshment, Meal planning 19. Attendance Approval (Trainee/Trainer) 20. Examination (Questions, Assignment design, Marking) 21. Certificates issue (Designing/Formatting and editing authority) 22. TA Bills (Trainee / Trainer / Guest Faculty) 23. Penalty action on absence 24. Support / service request 25. Report / Dashboard 26. Training Recording
D.	Course-Assistant Coordinator	1. Assist Training Manager

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Sr. No	Requirement	Features / Functionality
E.	Approval authority for Trainee (Controlling authority of the Employee / Trainee)	1. Approval to Trainee 2. Nomination to Trainee 3. Cancellation (as per emergency, cancellation of the approved Trainee)
F.	HoD	1. Approval to Course co-ordinator / Assistant co-ordinator 2. Approval to Courses 3. Approval to Faculty 4. Approval to ATP 5. Approval to Hostel / Classrooms 6. Approval to attendance, Certificates 7. Approval to Vehicle 8. Approval to Bills / Payments 9. Reports and Dashboard
G.	Library Admin	1. Books Management 2. Manuals 3. Videos
H.	Hostel admin	1. Hostel management 2. Refreshment / Meal management
I.	Store Admin	1. Store / Stationary Management
J.	Accountant	1. Bills Check 2. Approval from treasury 3. Bill payment
K.	Admin (META)	1. Login 2. CMS 3. User and privileges 4. Database management
L.	Super-admin (WREGC)	1. All reports / dashboards 2. Mail / SMS to Institute / TM / Faculty / Trainee

6.2.3 Recommended Modules

Sr. No	Requirement	Features / Functionality
A.	Log-in	1. Log in 2. Change password 3. Change profile
B.	Dashboard / Reports	1. Courses (Online / Offline) 2. Faculty 3. Trainee 4. Registrations 5. Nominations

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Sr. No	Requirement	Features / Functionality
		<ol style="list-style-type: none"> 6. Selection 7. Attendance 8. Certificates 9. Budget / Payment / Bills 10. Institute, MWRD offices, Wings, Year wise report and dashboards
C.	Courses	<ol style="list-style-type: none"> 1. Online / Offline courses list (Institute / Wings / post wise) 2. D-90 format added 3. Last year same course visible to add / change in current year 4. Rescheduling the courses 5. Selection / Nomination (after list finalisation, the nomination should lock) 6. Finalisation of Courses by HOD / TM 7. Faculty against Courses
D.	Institute	<ol style="list-style-type: none"> 1. List of institutes 2. Courses associated with Institute 3. Course Co-ordinator and assistant Co-ordinator associated with Institute 4. Faculty associated with Institute 5. HoD associated with institute 6. Classrooms associated with Institute 7. Hostel associated with Institute 8. Vehicle associated with Institute 9. Reports and Dashboards
E.	Registration / Nomination / Selection / Cancellation	<ol style="list-style-type: none"> 1. Registration List 2. Nomination list 3. Selection list 4. Rejection (Superior Officer / TM / HoD) 5. Cancellation
F.	User Manual	<ol style="list-style-type: none"> 1. Trainee 2. Trainer / Faculty 3. Course co-ordinator 4. Librarian 5. Hostel-in-charge 6. Accountant 7. Admin 8. Super-Admin
G.	Study Materials (Related to training subjects)	<ol style="list-style-type: none"> 1. Study Materials (Video, PPT, Doc, PDF, Data etc.) 2. Study Manual (Video, PPT, Doc, PDF, Data etc.)
H.	ATP	<ol style="list-style-type: none"> 1. Course master 2. ATP 3. Final ATP 4. Import from Excel 5. List arranged / select by Date / Institute / Wing / Post etc.

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Sr. No	Requirement	Features / Functionality
I.	Calendar / Timetable	<ol style="list-style-type: none"> 1. Yearly course 2. Selected courses 3. Notification for attendance (week / day / 1 hour) 4. Notifications for Registration for training (Week/Day/1 hour)
J.	Classrooms / Rooms	<ol style="list-style-type: none"> 1. Institute wise availability 2. Room capacity 3. Used / Occupied 4. Available / remaining 5. Classroom table (date, session, course, faculty, attendees)
K.	Hostel	<ol style="list-style-type: none"> 1. Institute wise room list 2. Room status (Ready to occupy, Un-cleaned, Occupied, Under repair also Post/Gender/Single/Double occupancy/status) 3. No. of bed 4. Check in / Out 5. Charges 6. SMS / Mail
L.	Batches	<ol style="list-style-type: none"> 1. Batch Name, Institute, Course, Max capacity, Faculty 2. Year / Date 3. Co-ordinator 4. Criteria for assigning Batch (Department, Post, Office location / District, Region) 5. Scheduling 6. SMS / Mail
M.	Payment / Bills	<ol style="list-style-type: none"> 1. Faculty payment 2. Report and Dashboard – (Course / faculty / date etc) 3. SMS / Mail

6.2.4 Other functional requirements

Sr. No	Tab / Location	Requirement
1	Home	Dashboard Should display list of activities/ Tasks to be performed by course co-ordinator as per D-90 Format, after completing there should be option to check "Completed". The same should be updated in relative Course D-90 Format
2	Course Planning	D-90 Format should be added. Reference D-90 Format is given in Annexure 17
3	ATP	All Courses should be arranged by Date
4	Course Planning	Faculty Payment Module Should be added. Following reports should be generated – Course wise Bill, Faculty wise bill for given duration, Total bill for courses for given duration & Faculty (Individual & All)
5	Nomination - Draft Selection list	"Select All" Check box is required on each page

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Sr. No	Tab / Location	Requirement														
	Nomination - Draft Selection list	Add column of “Circle Office Name” in draft selection list in all 3 tabs – TM Nominations, Rejected by TM, Action not taken														
6	General	All Drop Down should be arranged Alphabetically														
7	General	Progress Bar (Dotted Circle) should be added to all pages where there is a Back-end activity is progress														
8	Course Planning - Time Table	Last used timetable should be displayed for the repetitive course														
9	Course Planning - Time Table	For the same course repeating in a year, each time the user has to create new course, sessions and other related things. This causes the time table for repeated course should be same as previous course and user should be able to edit it to make minor changes, if needed.														
9	TM Login Dashboard -	A list of all officers should be displayed on dashboard who have self-nominated for various courses under that TM. At present TM has to select each course and then only he/she is able to see the self-nominations. Instead of that, following table should be displayed														
		<table><tr><th>Sr. no.</th><th>Name of Officer</th><th>Office Name</th><th>Mobile No.</th><th>Nominated for Course Name</th><th>Period (From-To)</th><th>Action (Approve/Reject)</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Sr. no.	Name of Officer	Office Name	Mobile No.	Nominated for Course Name	Period (From-To)	Action (Approve/Reject)							
		Sr. no.	Name of Officer	Office Name	Mobile No.	Nominated for Course Name	Period (From-To)	Action (Approve/Reject)								
10	During Course – Confirmation – Spot Registration	Nomination not received as per the criteria for any training, the on-the-spot nomination facility should available. For on-the-spot Registration, User has to enter all the details for candidates. These Details should be fetched from Aadhar or Mobile No. of the Trainee.														
11	Trainee Nominations	The system should not take new nominations once the list is finalized by the Course Co-Ordinator. After approval received from the authority, list of nomination will be confirmed, and that final list will display in another tab “List of trainees”.														
		System should take nominations other than MWRD Department like Water Conservation department.														
12	Course Mode Integration	System should support Offline as well as Online Courses														
13	Registration	After registration each user should be given an unique ID end with “-tms” suffix														
14	Registration	After Registration of list of all scheduled training should be display to trainee														
15	Registration	User interface and details should be login specific e.g. META should be able to enter/modify the details of infrastructure only for META														
16	Nomination	Nomination of same employee should not possible for same duration														
18	Notification	Notification through Email and SMS should be made available in case of following events: 1. Registration 2. Forgot Password (OTP to registered mobile number) 3. Reset password. 4. Notification for nomination to Controlling authority 5. Nomination Confirmation														

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Sr. No	Tab / Location	Requirement
		6. Confirmation of selection Comprehensive list of notification events should be captured during Requirement Gathering Phase

General requirements

Sr. No	To develop Training Management System in cloud agnostic architecture (subject to further discussion during RGT)
1	The portal must support bilingual i.e. English & Marathi
2	The portal must comply with the latest DIT GR's GAD-IT-060/3/2017
3	To develop CMS based Application
4	The CMS must have a role privilege facility for super admin and admin users for each Institutes.
5	Super admin will have full control on all content and files of the application
6	Admin user will have full control on all users, content and files in each linked Institutes application
7	Admin users can create multiple admin users of their respective linked Institutes only
8	CMS user session will not interfere with normal browsing or session with the public part of the application.
9	The aim will allow a CMS user to use different tabs in the same browser to use CMS and view the application simultaneously.
10	The CMS must be responsible for creating multiple pages, tabs, menus, marque, and page dependent elements.
11	The CMS must be user friendly in nature for creation of multiple web pages, uploading of multiple images, videos, and documents
12	The application(front-end) must be responsive in nature and should be accessible over Tablets/iPad/Mobile Browsers
13	CMS and application will work in any modern browser on any operating system without requiring additional Installation of software besides the browser itself.
14	Web application will be cross browser and cross platform compatible. Compatible with all the mobile OS brewers.
15	Audit trail report has to be maintained for each and every CMS user to track the changes made in the application
16	Maintaining of the audit trail report of each and every Content as well to track which user was involved in the changes of that particular content is required.
17	Every content page must be created from CMS and must support bilingual.
18	Every content page must support uploading of multiple images, Videos & documents Viz spreadsheets document set.
19	Application must support Latest News section as per requirement of MWRD.
20	Facility to insert meta data for each page or globally, in bilingual.
21	The Bidder must extend their full support in data and content migration whenever needed from any applications of MWRD
22	The Bidder must support the department in content entry within the application.
23	The application must support Image and Video gallery within the application with appropriate title and description beneath the Images and videos.

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Sr. No	To develop Training Management System in cloud agnostic architecture (subject to further discussion during RGT)
24	Every text field in the CMS and application must not take special characters and numbers if any user does so alert must be placed side by the text field to restrict the user.
25	Every numeric field in the CMS must not take any special character and text if any user does so alert must be placed side by the numeric field to restrict the user.
26	Custom validation must be used for each and every mandatory fields across the CMS
27	Tool-tip is must for input fields for example for text field, numeric field etc in the CMS
28	Hover text is must for all input fields for example for text field, numeric field etc. in the CMS
29	Document upload progress bar must be there whenever a file is uploaded in the CMS and after the upload is done there must be success message pop-up that the file name has been uploaded successfully.
30	Font Style must be same across the format
31	The application must have a total visitor count, sitemap, today's visitor count, Last viewed etc. in the footer of the application
32	Report generation <ul style="list-style-type: none"> • Audit trail report More details regarding the report creation will be disclosed during RGT preparation.
33	Search <ul style="list-style-type: none"> • Keyword search, Typo search • Advance search
34	Mechanism for updating offline payments to faculty or other external parties through Voucher upload

6.3 Common features:

- The system should be able to generate or upload the office documents as required and used by MWRD.
- The system should generate or upload all the document in the word/excel/pdf/design/drawing format.
- The system should allow role-based user creation and access
- The system should generate the trail and Audit log of entry done by user.
- The system should not delete any entry if any kind of approval is given, or such entry is used in system.
- The system should have provision of super administrator and a local office level administration to manage the software module as per the hierarchy and delegation of authority in MWRD from both frontend and backend.
- Application should be capable of integrating with existing systems at the time of development. Details shall be provided during the requirement gathering stage
- The system must support a configurable session timeout which forces a user to log back in after a period to ensure security. This shall be accomplished without losing user's work.
- Captcha authentication is required during the login to prevent bots from automatically submitting forms with SPAM or other unwanted content.
- The system should be able to send Email and SMS based on pre-defined events and frequency.
- The system should also support offline payment integration i.e., uploading of expense / payment vouchers.

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Management Information System

- System should include Dashboards for Data Analysis. The system should have a DASHBOARD where the status of progress would be displayed in infographics as well in its details.
- The system should be able to generate reports in MS excel or .csv formats or PDF format in accordance with operational requirement of MWRD.
- The system should be able to search and view the details.
- System shall maintain report and data archives as per the requirements of MWRD
- System shall be capable of query-based reports

Online Support

- Bidder shall provide online support for user feedbacks. Separate email ID to provide online support to users wherever required.
- As a standard practice it is required the bidder to provide a resolution Hierarchy and therefore an Escalation matrix to department for L1, L2 & L3 support with proper email ID and Contact number. The support hours for the software are mentioned in this document.

6.4 Finalization of process and related templates for computerization / digitization

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

6.5 Design, development, operations, Installation, and maintenance of Comprehensive Software services

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

The component covers all software, applications, operating systems, hardware, and other related components which are required for implementation of the system. Bidder is expected to design a comprehensive solution, implement & manage the project with consent of MWRD. The details mentioned in the SCOPE is as per the high-level understanding of the department. **The department reserves the right to amend change in the scope or advice for changes, corrections as and when required it will be necessary to meet the project objective, till the Go-live complete.** The application should be cloud ready & should abide as per the latest state cloud GR.

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

6.5.1 Solution Design

The Bidder shall obtain detail requirement from different offices of MWRD carry out a detailed study of the current business process. The Bidder would prepare and submit the Requirement Gathering Document (RGT), Software Requirement Specification document (SRS), Design Document, Software Design Document (SDD) for review and sign-off. Once the Design Document and SDD is signed-off, the bidder is expected to provide clickable and interactive wireframes, sample reports, sample dash boards, etc. - for approval before proceeding to final development. The Bidder would then carry out the further activities of software development/ customization and UAT

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

6.5.2 System/ Software Requirements Assessment

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

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

- **Software Requirements Specifications:**
 - Software modules and their interaction with each other
 - Interfaces with other systems internal and external
 - Format of all input screens including data entry requirements
 - Flow of screens and controls of the software
 - User input forms and screen designs for all processes
 - Enablement of Single sign-on, access control measures
 - User groups, roles, and types of access
 - The application should be capable of giving access rights as per roles defined.
 - Application should create and maintain user profiles
 - Method of access such as website/Application, tablets, etc.
- **Software Design Document:**
 - System architecture covering minimum technical architecture view, data architecture view, application architecture view, network architecture view, data centre

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architecture view, security architecture view, cloud agnostic architecture end user computing view

- Use cases for workflows & process maps
- Sequence diagrams for workflows identified
- Functional/ business logic, checks & control mechanisms expected from the system while execution of the project
- Entity Relationship Diagram
- User flow diagram
- Process flow diagram
- Use case diagram
- Operation support system
- Decision support system

▪ **Reporting requirements:**

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

▪ **Security requirements:**

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

▪ **Other requirements:**

- Archival requirements
- SLA monitoring system requirements
- Other details which are required to clearly articulate software requirements

Note: System generated reporting: The proposed system is expected to provide various MIS reports as required by different user types of MWRD. A reporting and analysis solution is therefore a key outcome expected from this solution to disseminate information for the MWRD in completely secured manner which will help leadership, functional heads, and officials of MWRD in faster decision making.

The Bidder will conduct workshops with relevant users of the systems wherever necessary, to obtain more details on the requirements of the project and have to get a sign-off the requirements. The Bidder should identify the development requirements for the implementation. Any changes required in the proposed functionalities will have to be explicitly discussed and agreed with MWRD and relevant stakeholders.

6.5.3 Software Development

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

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6.5.4 Provisioning of Database and Other System Software

- The Bidder will be responsible for the provisioning of the application, database, and other system software. Sizing to be performed by the Bidder and provide it as a service.
- All the required components of application development shall be borne by the Bidder. However, Cloud Infrastructure and hosting in production environment would be provided by MWRD.
- The Bidder shall be responsible for providing Email, SMS, and integration with Secure Payment Gateway Integration within the system. It will be the sole responsibility of the Bidder for configuring the Email and SMS gateways, SMS pack at their own cost in all the environments.
- Bidder should validate the following (but not limited to):
 - Hardware sizing
 - Certification of Installations
 - System Security
 - Cyber Security
 - System Integration Tests
 - Solution quality
 - Regulatory compliance as per guidliens

6.5.5 User Acceptance Testing (UAT)

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

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

- i. To develop the test cases with the help of the functional team from MWRD for required inputs. The responsibility of preparing the test cases would be with the bidder.
- ii. To prepare the testing approach and plan
- iii. To help the MWRD team to perform the user acceptance testing of the solution based on the approved test plan, document the results. The bidder to fix any bugs /issues found during use acceptance testing by following the standard procedures (like fixing the bug in development, unit testing and submitting the results etc.)
- iv. Installation and Configuration of solution

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- v. Configuration of Users, providing access as per roles defined
- vi. To implement the solution at MWRD – based on an independent assessment of the software, user acceptance and testing
- vii. To ensure that the application is integrated with the other MWRD applications available at the time of development.
- viii. To ensure that the software design and implementation takes care of necessary security aspects such as data safety, access controls, integrity and back up measures.
- ix. Incorporation of changes, if any, in the solution
- x. Bidder to maintain, provide development and Testing environment and hosting environment till application Go-live.
- xi. Development environment should be accessible on cloud
- xii. Deploying application on UAT server (cloud) and conducting UAT
- xiii. UAT Sign off from MWRD
- xiv. Go-Live stage: Deploying application on Production server (cloud) and testing software after production is a part of the scope of work

6.5.6 Capacity Building and Training

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

Sr. no	Type	Number of batches	Strength of each batch
1	Training	20	80-100

6.5.7 Warranty

The bidder should provide warranty for a period of 12 months after operational clearance of the application. As part of the warranty services the bidder shall provide:

- i. All upgrades and updates to the software (standard as well as product) earliest possible and not later than 3 months from release of new version.
- ii. Support in smooth functioning of the applications. Bidder to provide necessary correction and changes as and when required by MWRD which are essential to meet the project objective and hinder the objective of application.
- iii. E-mail based / Telephonic support on the usage / issues of the system.
- iv. The bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.
- v. Bugs fixing shall be done without any extra charge.
- vi. Free onsite Technical Support. Submit necessary performance document as per requirements cited in Clause 7.34.
- vii. Security protection against hackers from gaining access to your site.

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6.5.8 System Security

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

Sr. No	Security Areas	Specifications
1	Network Security	<ul style="list-style-type: none"> — Appropriate firewalls, IPS, SSL devices etc. should be used to ensure Network security — The solution should support SSL encryption mechanism for transferring data across network and between client and server
2	System Security	<ul style="list-style-type: none"> — Adequate access control procedures should be defined to secure the entire IT system, physically and logically — The access controls procedures should cover all stages in the life-cycle of user access, from the initial registration of new users to the final deregistration of users who no longer require access to information systems and services — The system should have two factor authentication mechanisms either through One Time Password (OTP) or captcha capture based technologies for access control and user authentication.
3	Application Security	<p>The solution should have appropriate authentication mechanisms</p> <ul style="list-style-type: none"> — Application user authentication & authorization related transactions should be encrypted. — Operating system should be hardened on which the application is installed. — A application firewall shall be deployed to secure the web-layer. — The application should be free from OWASP / SANS and CERT-IN web app vulnerabilities as released from time to time
4	Audit Trails and Logs	All audit logs should be stored for the entire contract period.

6.5.9 Security Audit

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

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6.5.10 Mock Go-live

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

6.5.11 Application Software Enhancements / Customisations

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

6.5.12 System & User Documentations

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

- Project Commencement Documentation: Detailed Project Plan in giving out micro level activities with milestones & deadlines.
- System Design Document (SDD): Comprehensive document with all system related details
- System requirement specification document / SRS: Comprehensive document with all system related details of, Software functions, technology, Version controlling mechanism, DATABASE related structures, reporting's, wireframes, etc.
- User Manuals: For all the Application Software Modules, required for operationalization of the system.
- CMS Manual: -Document for understanding the CMS and knowhow of the CMS.
- Installation Manual

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

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6.6 Hosting

1. All Infrastructure related to Development, Testing Servers (Software, Hardware, and Network) should be provided by the Bidder
2. The bidder shall maintain the complete solution on Cloud service provided by MWRD post Go-live or as per directions of MWRD.
3. The bidder shall submit the necessary cloud hosting requirement to MWRD well in advance i.e. 60 days prior to Go-live; Bidder has to test the patches for application compatibility and ensure bug/issue free operations. Major patching / update which requires system downtime has to be informed well in advance and should be undertaken only after MWRD confirmation.
4. The bidder should provide adequate security framework, required firewall policy, Backup policy to ensure the security of the application hosted in DC and DR. Bidder will ensure the security policy and backup policy advised by bidder has been followed and submit the discrepancy report to MWRD in case of any discrepancy observed.
5. The bidder shall ensure that a DR drill is required to be conducted every six months. In case of disaster-migration bidder to provide necessary migration and ensure successful restate of operation / deployment of solution.
6. IT will be bidder responsibility to provide necessary cloud hosting support , cloud migration support as per requirement of MWRD.
7. The bidder should have a governance structure in place to report to MWRD's team on monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status and provide web-based monitoring tools for system user hits, traffic, bandwidth etc.
8. In case of any Vulnerability observed in hosting environment bidder to report the same promptly to MWRD and ensure to get it resolved.
9. All Security Requirements e.g., HTML/ SQL Injections, application of Stored Procedures etc. should be taken care of.
10. Any planned application downtime should not be included in the calculation of applicable SLA; However, the Successful Bidder should take at least 15 days prior approval in writing from MWRD.

6.7 Annual Technical Support

As part of the ATS services SI shall provide

- Maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.
- Should carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software
- In case of any upgradation of application cloud infra; bidder has to provide necessary technical support to make the application up to date and operational as per requirement of MWRD.
- Bidder to update and maintain patches to keep the application updated in all technical aspect. For this Bidder can request downtime to MWRD.
- Regular and thorough backups of TMS applications that it may be fully restored in case of loss.
- Monitoring application functionality to ensure that everything is working as it should and provide updates when necessary.
- Bidder to maintain confidentiality of all credentials of cloud hosted solution and will be SPOC for MWRD for all the technical aspect and issue.
- Assisting with downtime or performance issues by liaising with the cloud service provider of MWRD.
- Consultation, advice, and guidance on the use of the web application.
- Security protection against hackers from gaining access to Application.

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

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

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

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

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

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

6.8 SLA Management

- i. The bidder shall provide proper plan, resources, and escalation procedure for the purchaser to report problem case or support request during the warranty and Application Maintenance and Support periods.
- ii. The bidder shall act as a single point of contact and follow-through with the principals of any third-party providers until the successful resolution of the case.
- iii. The support hours for the software shall be:

Mondays to Saturday: 9.30am to 6.00pm
(Excluding Sunday and Public Holidays)

- iv. The bidder's key personnel shall always be contactable via phone. The bidder's key personnel shall be on-site to handle severity level 1 problems.
- v. During the Warranty and AMC phase the bidder has to provide essential support of 24 * 7 to ensure uninterrupted operations of MWRD.

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- vi. As a standard practice it is required to the bidder to provide a resolution Hierarchy and therefore an Escalation matrix to department for L1, L2 & L3 support with proper email ID and Contact number to be provided. The support hours for the software is mentioned in RFP section 6.8(iii). However wherever required, the bidders senior technical/management will be required to visit Pune office for resolving critical issues.
- vii. Upon notification of the problem, the Bidder's personnel must respond within the required time specified in this tender during the support hours of the systems.
- viii. Bidder shall submit the SLA performance report as per clause 7.34.
- ix. The definition of the Priority level is as follows:

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

6.9 SLA measurement and monitoring

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

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

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Sr. No	Services	Parameter	Validation	Penalty
1	Adherence to project timelines	Adherence to timelines as defined in the project timelines in this RFP.	Number of days of delay for each milestone as defined in the project timelines in this RFP	Rs. 1,000 per additional day of delay If the delay exceeds more than 30 days, Purchaser may decide to terminate the contract
2	Adherence to project timelines during implementation of Change Request	Adherence to timeline of approved Change Request	Number of days of delay for deliverable as defined in the approved Change Request form	Rs. 1,000 per additional day of delay If the delay exceeds more than 30 days, Purchaser may decide to terminate the contract

6.11 SLA application Post-implementation Phase (covers Warranty Period of 12 months after implementation phase, Operations & Maintenance period of 42 months)

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

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#	Services	Parameter	Validation	Level	Penalty
		successful Bidder.			Penalty 3. For P3 = 1 X Per day Penalty The total penalty would be generated by the product of the above and the number of Business Days Delay. The Penalty per day is INR 3,000.
3	Non-Availability of SLA performance report as per scheduled set by MWRD	Submission / Availability of required report	The event of non-availability of Monthly SLA reports. (by 5 th day of subsequent month)		Delay of every Month would attract a penalty as following – INR. 15000 Per breach.

6.12 Penalty on non-adherence to SLAs

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

6.13 Personnel Deployment

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

- The Bidder has to deploy required personnel within 7 days of issuance of Work Order
- The Bidder shall be responsible for sourcing of the personnel and the management of all matters relating to such personnel, to carry out the responsibilities assigned to the Bidder under the agreement with the Bidder. These include:
 - Recruitment of the personnel possessing the qualifications prescribed in the RFP;
 - Training of the personnel;
 - Payment of salaries and benefits to the personnel;
 - Meeting all statutory obligations / payments arising out of engaging the personnel;
 - Meeting all the liabilities arising out of the acts of the personnel
- During the course of the contract, if it becomes necessary to replace any of the Key Personnel, the bidder shall forthwith with due approval from MWRD, provide as a replacement, a person of equivalent or better qualifications and experience than the resource being replaced / or proposed in the bid.
- Bidder shall ensure that each member of the Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.

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- Bidder shall not make any changes to the composition of the Personnel and not require or request any member of the Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from MWRD that would have the same effect):
- Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; and
- Without MWRD's prior written consent. The clauses of non-disclosure agreement shall always operate in any such case.
- Bidder shall carry out an evaluation of the performance of each member of the Personnel in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to MWRD of the date of each evaluation of each member of the Personnel and MWRD shall be entitled to provide Bidder with input for each such evaluation. Bidder shall promptly provide the results of each evaluation to MWRD, subject to Applicable Law.
- In case the resource has resigned, then the Bidder has to inform MWRD within two week of such resignation. Bidder shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Personnel is not vacant for any longer than 15 days, subject to reasonable extensions as approved by the MWRD.
- Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide MWRD with:
 - A resume, curriculum vitae and any other information about the candidate that is reasonably requested by MWRD; and
 - An opportunity to interview the candidate, if required.
- If MWRD does object to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.
- If in the first 6 month period from the Contract Effective Date the members of the bidder cease or reduce their involvement in the Services for any reason other than with MWRD's prior written consent, bidder shall provide MWRD with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by bidder with any departing member of the Personnel
- The team proposed in the proposal should be on the rolls of the Bidder(s) at the time of submission of the proposal. For any change of the resource or any resource being proposed for operations, the bidder should have to submit the CV of the resource, at least 2 weeks in advance for MWRD to decide on the replacement.
- It may also be noted that the Bidder would need to provide separate teams for Project Management, Design & Deployment and Operations & Maintenance, though there could be some common resources for Design & Deployment and Operations & Maintenance.
- Technical Manpower Resource for Operation & Maintenance shall be deployed at Head office of MWRD or any other locations approved by MWRD.
- The responsibilities, minimum qualification requirements and deployment for project manager are specified below and must be met by the Bidder. The Bidder shall facilitate remote deployment/ support of dedicated manpower for operation & maintenance, post go live.

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

Note:

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

6.14 Application Software Training to End-Users

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

The Application Training will comprise following: –

- **Technical**
 - Menu & Application Navigation Options
 - User Interface Forms
 - Reports Generated
 - CMS functions
 - Training manuals
 - Training videos (walkthroughs)
- **Procedural**
 - Do's and Don'ts
 - Changeover from Manual to Computerized Systems
 - Controls & Checks to be followed
 - Training manuals
 - Training videos (walkthroughs)

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

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

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Section – III

General Terms & Conditions

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7 Terms and Conditions

7.1 Commencement & Progress

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

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

7.2 Bidder's Obligations

7.2.1 Scope of Work

- The Bidder's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable Purchaser to meet the objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance, and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender, and this Contract.
- The bidder shall proposed and ensure the solution should be based on the latest technology stack .Bidder to ensure that none of the components and sub-components is declared end-of-life or end-of-support by the respective OEM at the time of submission of bid.
- The bidder shall ensure that the Annual Maintenance support for the software components is provided for the period from date of deployment of the software component till the end of Contract period. Annual Maintenance support shall include patches, updates, and upgrades of the software and (additional) hardware components.
- The bidder shall fulfil any other obligations as mentioned in the RFP document.

7.2.2 Personnel

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

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Purchaser shall have the right to require the removal or replacement of any bidder personnel performing work under this Agreement. In the event that purchaser requests that any bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 15 working days.

- The bidder shall also be responsible to train certain employees of Project with regard to the Services being provided by the bidder as and when required by Project during the Term of this Project. The parameters of the training required for these employees of Project shall be communicated by Purchaser to the bidder periodically and shall be in accordance with the latest procedures and process available in the relevant areas of work.
- In the event that during the project implementation phase, Purchaser identifies any personnel of bidder as "Key Personnel", then the bidder shall not remove such personnel without the prior written consent of Purchaser.
- Except as stated herein, nothing in this Agreement or the SLA will limit the ability of bidder freely to assignor reassign its employees; provided that bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Purchaser shall have the right to review and approve bidder's plan for any such knowledge transfer. Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA and shall be liable for the acts and omissions of its employees in connection therewith.

7.2.3 Confidentiality

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

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- the SLA or as otherwise expressly permitted or expressly required by this Agreement or the SLA or as otherwise permitted by Purchaser in writing; and
- Not without purchaser prior written consent to copy the confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement or the SLA or as required in connection with bidder's use as permitted by Purchaser.
- Not without purchaser's prior written consent to disclose, transfer, publish or communicate the confidential information in any manner to any person except as permitted in this contract or SLA.
- The selected bidder will have to sign a Non-Disclosure Agreement (NDA) with Purchaser.

7.2.4 Trademarks, Publicity

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

7.2.5 Ethics

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

7.2.6 Corrupt or Fraudulent Practices

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

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

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

7.3 Purchaser's Obligations

- Purchaser nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the bidder.
- Purchaser shall ensure that timely approval is provided to the bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.

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- The Purchaser's Representative shall interface with the bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- Purchaser may provide on bidder's request, particulars/information/ or documentation that may be required by the bidder for proper planning and execution of work and for providing services covered under this contract and for which the bidder may have to coordinate with respective vendors.
- Purchaser may provide to the bidder, sitting space and basic infrastructure at MWRD's office location if required.

7.4 Success Criteria

1. For each and every module at the time of UAT minimum 10 entries / records will be recorded, tested and approved by purchaser.
 - a. The CRUD operation should be successful / completed.
 - b. All the MIS & Business report related to entered transaction or record shall be generated.
 - c. The processes (if any) should be incorporated.
 - d. Integration expected and defined as per requirement should be successfully tested.
 - e. It should be applicable to all modules.
 - f. All modules with respect to financial transactions should be linked with account / financial module.

7.5 Events of Default by the Bidder

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

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

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- The bidder / bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- The bidder / bidder's team are involved in fraud/wilful misconduct.

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

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

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

7.6 Consequences of Default

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

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

7.7 Terminate the Contract in Full or Part

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

- As a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- The "Purchaser" may, by written notice of suspension to the bidder, suspend the contact to the bidder hereunder if the bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the

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bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the bidder of such notice of suspension

7.8 Breach and Rectification

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

- If there is Breach which translates into default in providing Services by the Bidder as per this Agreement or the SLA, continuously for more than one week, then the Purchaser will serve a seven days' notice for curing such Material Breach. In case the Material Breach continues after the notice period, the Purchaser will have the option to terminate the Agreement.
- Because time is the essence of the contract, in case, for reasons prima facie attributable to the Bidder, there is a delay of more than 4 weeks in the Project Implementation Phase by the Bidder prior to the acceptance testing and certification stage, the Purchaser may terminate this Agreement after affording a reasonable opportunity to the Bidder to explain the circumstances leading to such a delay. Further, the Purchaser may also invoke the Performance Guarantee of the Bidder. Pursuant to the termination, Bidder shall transfer all the project related assets to Purchaser.
- Where a change of control of the Bidder has occurred whereby the Bidder has merged, amalgamated or been taken over, due to which the majority shareholding of the Bidder has been transferred to another entity, the Purchaser can by a 60 days written notice, terminate this Agreement and such notice shall become effective at the end of the notice.

7.9 Protection and Liabilities

7.9.1 Warranty

- The Bidder further warrants that the software supplied under this Contract shall be free from all defects/faults arising from design, development, or hosting or from any act or omission of the Bidder.
- The bidder shall provide 12 months warranty period after the software Go-Live.
- The Purchaser shall promptly notify the Bidder of any bugs arising under the warranty period.
- The bidder shall provide bug fixes at no cost to the Authority during the warranty period.
- All bugs reported and the corrective actions taken to resolve the bugs during the warranty period shall be recorded in the problem logs document which shall be handed over to the Authority upon completion of project.
- If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

7.10 Change Control

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

MWRD and the SI recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The SI will Endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and MWRD or its

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nominated agencies will work with the System Integrator to ensure that all changes are discussed and managed in a constructive manner. This section sets out the provisions, which will apply to all the changes to this agreement and other documents except for the changes in SLAs for which a separate process has been laid out in the SLA vide clause 7.36.

The bidder shall provide proper service/change request (CR) support plan and resources for the Authority to execute during project warranty and maintenance period via direct phone support and email.

1. After the MWRD has raised the Service Request to the bidder:

- The MWRD may raise a Change Request describing the service required from the bidder to make changes to the system.
- The bidder shall then provide the required skills, expertise, tools, or manpower resources to plan, manage, and deliver the system change accordingly.
- Make an assessment of the service / change request and submit a proposal to the MWRD for approval.
- The bidder shall use the man-hour rate quoted in the financial proposal for Change Services.
- The bidder shall response within 7 calendar days on the projected effort (man-hours), detailed breakdown of work, schedule, resources, and the costs based on the scope of work provided by the MWRD.
- The proposal shall detail the impact analysis of the change on the existing System environment such as System performance, integration. The Supplier shall bear all cost in the assessment and preparation of the proposal.

2. After the bidder submit the Change Request proposal to MWRD

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

3. Change request format

- Brief description of the Change;
- Impact on the Time for Achieving Operational Acceptance;
- Detailed estimated cost of the Change;
- Effect on Functional Guarantees (if any);
- Effect on any other provisions of the Contract.
- Bidder to submit the change request proposal as the format attached (Form 13)

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

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

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

5. The Tenderer shall quote for the blended man-hour rate for a total of 200 man-hours as follows:

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

7.11 Termination of Contract

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

"By the "Purchaser":

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

- (a) If the Bidder fails to remedy a failure in the performance of its obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Purchaser" may have subsequently approved in writing.
- (b) If the Bidder becomes (or, if the Agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Bidder, in the judgment of the "Purchaser", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (d) If the Bidder submits to the "Purchaser" a false statement which has a material effect on the rights, obligations, or interests of the "Purchaser".
- (e) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- (f) If, as the result of Force Majeure, the Bidder is unable to perform a material

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portion of the Services for a period of not less than sixty (60) days.

- (g) If the "Purchaser", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the "Purchaser" shall give a not less than thirty (30) days' written notice of termination to the Bidder, and sixty (60) days' in case of the event referred to in (f) above.

"By the Bidder":

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

7.12 Dispute Resolution

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

- **Amicable Settlement:**

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

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

7.13 Compliance with Applicable Laws of India

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

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate MWRD and its employees/officers/staff/personnel/ representatives/agents from and against all claims or

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demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and MWRD will give notice of any such claim or demand of liability within reasonable time to the Bidder.

7.14 Audit, access, and reporting

7.14.1 Purpose

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

7.14.2 Access

- The Bidder shall provide Purchaser access to employees, suppliers and third party facilities, documents, records, and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
- Purchaser shall have the right to copy and retain copies of any relevant records. The Bidder shall co- operate with Purchaser in effecting the audits and providing necessary information.

7.14.3 Inspection Rights

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

7.15 Conditional offers by the Bidders

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

7.16 Address of Communication

Bids should be addressed to the Executive Engineer, Maharashtra Water Resources Department at below given address:

The Executive Engineer,
Governance Computerisation Division, Pune
Tal- Haveli, Dist-Pune -411038

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7.17 Costs & Currency

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

7.18 Performance Bank Guarantee

The performance bank guarantee of 10% of contract value/ Bid value of successful Bidder from a Nationalised Bank or Schedule commercial bank with branches in Maharashtra state and must be valid for the period duration and 60 days beyond the date of completion of all contractual obligations the project period. The proceeds of the performance bank guarantee shall be payable to the Purchaser as compensation for any loss / penalties / liquidated damages resulting from the Bidders failure to complete its obligations under the contract for post implementation support. The performance guarantee shall be discharged by the Purchaser to the Bidder after 3 months post the completion of contract.

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

7.19 Annual Technical Support (ATS)

The bids must include a minimum 42 months on-site ATS from the date of acceptance of the system by the Purchaser. The Bidder is required to make provisions based on the BOQ model for the project defined as per the Annexure (Financial Bid).

7.20 Indemnity

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

7.21 Intellectual Property

- Purchaser shall own and have a right in perpetuity to use all created Intellectual Property Rights which have been provided solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings, and other documents which have been created and developed by the Bidder solely during the performance of Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Bidder shall be property of the Purchaser. The Bidder should create a repository of such resources and provide access to Purchaser. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers, and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.
- If Purchaser desires, further, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Bidder, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which may be assigned by the Purchaser to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.
- The Bidder's Team shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to

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any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or the Bidder's Team during the course of performance of the Services. In case of any infringement by the Bidder's Team, Bidder shall have sole control of the defence and all related settlement negotiations.

- The Bidder shall transfer the Source Code to the MWRD along with all the rights and privileges. Successful Bidder shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product.
- All rights, title, and interest of MWRD in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of MWRD and Bidder shall not be entitled to use the same without the express prior written consent of MWRD. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.
- Ownership of Intellectual property rights and source code of developed/customized system part will be with MWRD. MWRD to own APIs along with source code and other relevant artefacts such as documentation etc. developed for them by the bidder.
- It is to be note that, selected bidder required to declare and obtain due approval form the Purchaser; for the utilization of proprietary product, component, technology, license necessary required for successful execution of the project which will not going be a part of IPR.

7.22 Publicity

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

7.23 Use of Assets by the Selected Bidder

During the contract period the Bidder shall:

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

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7.24 Right to Accept Any Bid and to Reject Any or All Bids

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

7.25 : NA

7.26 Data Ownership

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

7.27 Exit Management

7.27.1 Exit Management Purpose

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

7.27.2 Cooperation and Provision of Information

During the exit management period:

- a) The bidder will allow MWRD or its nominated agency access to information reasonably required to define the current mode of operation associated with the provision of the services to enable MWRD to assess the existing services being delivered
- b) Promptly on reasonable request by MWRD, the bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the bidder appointed by the bidder). MWRD 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 MWRD 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.

7.27.3 Transfer of Assets

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

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

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7.27.4 Confidential Information, Security and Data

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

- Information relating to the current services rendered and customer and performance data relating to the performance of subservice provider in relation to the services if any.
- Documentation relating to Project's Intellectual Property Rights.
- All current and updated data as is reasonably required for purposes of MWRD or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the MWRD, or its nominated agency; All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MWRD or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to MWRD or its nominated agencies, or its Replacement bidder (as the case may be).
- Before the expiry of the exit management period, the bidder shall deliver to MWRD or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.

7.27.5 Rights of Access to Information

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

7.27.6 Employees

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

7.27.7 Transfer of Certain Agreements

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

7.27.8 Rights of Access to Premises

1. At any time during the exit management period, where Assets are located at the Bidder's premises, the bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to)

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MWRD or its nominated agency and/or any Replacement bidder in order to make an inventory of the Assets.

2. The bidder shall also give MWRD or its nominated agencies, or any Replacement Bidder right of reasonable access to the bidder's premises and shall procure MWRD or its nominated agency and any Replacement Bidder rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to MWRD or its nominated agency, or a Replacement bidder.

7.27.9 General Obligations of the bidder

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

7.27.10 Exit Management Plan

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

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

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7.27.11 Expected Deliverables during Exit Management

- Updated Final Exit Management Plan
- All updated deliverables as per clause 5.1 Project Deliverables & Timelines
- All purchased licenses, copyrighted images etc Generated during execution of project along with ownership and access transfer to MWRD or any other agency that may be appointed by MWRD.
- Knowledge transfer in relation to the scope of work, IPR as per terms cited in this RFP, Source code and associated libraries to ensure effective operation of TMS application.

7.28 Other Conditions

- Neither the Purchaser nor the Bidder shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.
- The Agreement shall be written in English only. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English only.
- Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the tender Document are fulfilled to the satisfaction of the Purchaser.
- Acceptance of Property
- The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.
- Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.
- Payment shall be made in Indian Rupees only.
- The Bidder's Team shall comply with the laws in force in India in the course of performing this Contract.

7.28.1 General

Relationship between Parties:

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

7.28.2 Survival

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

7.28.3 Entire Contract

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

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7.28.4 Governing Law

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

7.28.5 Jurisdiction of Courts

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

7.28.6 Force Majeure

- Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
- The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Bidder's fault or negligence and not foreseeable.
- Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lock-outs and freight embargoes.
- If a Force Majeure situation arises, the Vendor shall promptly notify the MWRD in writing of such conditions and the cause thereof within twenty calendar days.
- Unless otherwise directed by the MWRD in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- If the duration of delay continues beyond a period of three months, MWRD and the bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MWRD shall be final and binding on the bidder.

7.28.7 Period of Contract

- The Term of the contract shall be for a period of 60 Months from the date of signing of the Agreement that shall include 6 Months of implementation phase, 12 months of warranty and 42 months of Operations & Maintenance phase. However, the Purchaser

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may choose to extend the Term for a maximum period of another 1 year in mutual consultations with the Bidder with all the terms and conditions of original Agreement.

- A fresh tender shall be called at the end of the Term/ extended term. The bid process for the second term shall commence one year before the expiry of the Term / extended term.
- Any extension of Agreement term if so, shall be decided by Purchaser.

7.28.8 Conditions precedent

- Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the Purchaser may at any time at its sole discretion waive fully or partially any of the Conditions Precedents for the Bidder:
- The following Conditions Precedent need to be fulfilled by the Bidder on or before the execution of this Agreement:
 - Provide Performance Bank Guarantee as per clause 7.18.
 - Provide Purchaser true copies of its constitutional documents and Purchaser resolutions authorizing the execution, delivery and performance of this Agreement and the SLA with MWRD.

7.28.9 Non-Fulfilment of Conditions Precedent

- In the event that any of the Conditions Precedent relating to bidder has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Purchaser fully or partially, this Agreement shall cease to have any effect as of that date.
- In the event that the Agreement fails to come into effect on account of nonfulfillment of the bidder's Conditions Precedent with regards to implementation schedule, Purchaser shall not be liable in any manner whatsoever to the bidder and Purchaser shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.
- In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the bidder prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to purchaser free and clear from any encumbrances or claims.
- Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on bidder linked to the delay in fulfilling the Conditions Precedent.

7.28.10 Governance Schedule

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

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

7.29 Service Level Agreement

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

7.30 Non-Adherence to SLA

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

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

7.31 Breach of SLA

If the penalty continues for 6 consecutive months for the same category or over 10% across all categories, the Purchaser may invoke breach and terminate the contract. The decision of the Purchaser in this regard shall be final and binding on the successful Bidder, the Purchaser will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: -

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

7.32 Exclusions

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

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

7.33 Monitoring and Auditing

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

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7.34 Reporting Mechanism

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

7.35 Issue Management Procedures

7.35.1 General

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

7.35.2 Issue Management Process

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

7.36 SLA Change Control

7.36.1 General

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

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

7.36.2 SLA Change Process

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

7.36.3 Version Control

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

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7.37 Management Escalation Procedures

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

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Section – IV

ANNEXURES TO

RFP

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

8 Appendix I. Pre-Qualification & Technical Bid Templates

#	Pre-Qualification Requirements	Documents to be submitted	Checklist (Yes/No)	Documentary Proof (Page No.)
1	The Bidder should have made a payment of Rs. 2360 (Rupees two thousand three hundred and sixty only) including GST for the tender fees.	Proof of Tender form fee payment of Rs. 2360 (Rupees two thousand three hundred and sixty only) including GST (non-refundable) by payment gateway online/RTGS/NEFT/ECS must be furnished. * As per option available on www.mahatenders.gov.in		
2(A) Other than MSME	The Bidder should have submitted an Earnest Money Deposit of Rs. 3,00,000/- (Three lakhs only)	Earnest Money Deposit must be paid through Online Payment via net banking mode through Bidder's own Account only. As per option available on www.mahatenders.gov.in		
3	The bidder shall be: <ul style="list-style-type: none"> A Company registered in India under the Companies Act 1956 or 2013 since last 3 years, OR An LLP firm registered under The LLP Act 2008 since last 3 years, OR A partnership firm registered under Partnership Act, 1932 in India since last 3 years <p>CONSORTIUM is not allowed</p>	<ul style="list-style-type: none"> Certificate of Incorporation/Registration <p>OR</p> <ul style="list-style-type: none"> A partnership deed duly registered under the Partnership Act <p>OR</p> <p>LLP firm registered certificate</p>		

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#	Pre-Qualification Requirements	Documents to be submitted	Checklist (Yes/No)	Documentary Proof (Page No.)
4	The bidder shall have an average annual turnover of overall business of minimum INR 4.0 Crore for last three financial years (FY 2020-2021, 2021-2022, 2022-2023) If certified/audited copy for 2022-23 is not available FY 2019-20 will be considered.	Certificate duly signed by Certified Chartered Accountant for average annual Turnover and Profit (each year) for last 3 financial years (FY 2020-2021, 2021-2022, 2022-2023). Annexure-2 mentioned in RFP.		
5	The bidder should have positive net worth as per the audited consolidated financial statements in each of the last three financial years (FY 2020-2021, 2021-2022, 2022-2023) If audited copy for 2022-23 is not available FY 2019-20 will be considered.	Certificate duly signed by Certified Chartered Accountant		
6	The bidder shall have experience of, c. At least one similar application development and implementation project with a value not less than INR 80 Lakh in the 5 financial years. Having completed similar projects in departments of Govt. of Maharashtra shall be an added advantage. OR d. At least two similar application development and implementation project with a value not less than INR 50 Lakh each in the 5 financial years. Having completed similar projects in departments of Govt. of Maharashtra shall	<ul style="list-style-type: none"> • Copy of Work Order with proper date and cost mentioned • Copy of Completion Certificate issued by client on clients letter head with proper date and cost mentioned in case of completed projects. • Phase Completion Certificate from the client on clients letter head with proper date in case of ongoing projects. • The supporting documents shall mandatorily mention the value of project and duration of the contract • Project details as per Annexure-3 mentioned in RFP 		

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#	Pre-Qualification Requirements	Documents to be submitted	Checklist (Yes/No)	Documentary Proof (Page No.)
	<p>be an added advantage.</p> <p>OR</p> <p>c. At least three similar application development and implementation project with a value not less than INR 40 Lakh each in the 5 financial years. Having completed similar projects in departments of Govt. of Maharashtra shall be an added advantage.</p> <p>The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p>			
7	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid for fraudulent or corrupt practices	An Affidavit on Rs. 100 (One hundred only) non-judicial stamp paper signed by the Authorized Signatory of the Bidder. Annexure-7 mentioned in RFP.		
8	The bidder must submit the power of attorney to specify an individual who will be authorized for legal and financial matters	The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (One hundred only)and duly notarized by a notary public. Annexure- 8 mentioned in RFP		
9	The bidder shall have a valid GST number as on last date of submission.	Copy of GST registration certificate signed by bidder's authorized signatory		
10	The bidder shall have a valid PAN number as on last date of submission.	Copy of PAN registration certificate signed by bidder's authorized signatory		
11	Declaration of validity of information (Maharashtra GR No. CAT/2018 – 127/ dated/18/10/2023)	The Declaration of Validity of Information should be executed on a non-judicial stamp paper of Rs. 100 (One hundred only) Annexure- 9 mentioned in RFP		
12	Declaration of acceptance of terms and	Declaration of acceptance of terms and conditions of RFP		

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#	Pre-Qualification Requirements	Documents to be submitted	Checklist (Yes/No)	Documentary Proof (Page No.)
	conditions of RFP (Maharashtra GR No. CAT/2018 – 127/ dated/18/10/2023)	on Company letter head signed by bidder's authorized signatory Annexure- 1B mentioned in RFP		

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Annexure 1: Technical Proposal Cover Letter on company letter head

To:

<Location, Date>

Executive Engineer,
Governance Computerization Division,
Kothrud, Pune-411038
Water Resource Department, Maharashtra

Subject : Design, Development, Implementation, Operations & Maintenance of Training Management System for a period of five years for Maharashtra Water Resources Department

Reference: RFP Number as per Maha tender portal

Dear Sir/Madam,

We, the undersigned, offer to provide solutions to MWRD for **Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD** for a period of five years with your RFP dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid uploaded on the Mahatender portal (<https://mahatenders.gov.in>).

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 60 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Name

Designation

**Stamp & Signature of the
Authorized signatory**

Address

Telephone

Fax

E-mail address

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

Annexure 1A: General profile of the company

#	Particulars	Details	Supporting documents – Page no. reference
1	Name of the Organization		
2	Type of Organization (Pvt. Ltd/ Public Ltd/ Proprietary etc.)		
3	Country of Registered Office		
4	Address of Registered Office with Telephone Nos., Fax, E-mail and website		
5	Company Registration Details		
6	Date of Incorporation (with document evidence for Certificate of Incorporation)		
7	Point of Contact- Name		
8	Point of Contact- Phone Number		
9	Point of Contact- email address		
10	GST Registration Number (with document evidence)		
11	PAN No (with documental evidence)		
12	Average Turnover for last three years (CA certified audited Statements to be submitted in company letter head with signature of authorized signatory) 2020-2021 2021-2022 2022-2023		
13	Standalone financial Audited balance sheets & Profit /loss statement, Statutory Auditor's Report, Notes to Accounts and Schedules forming part of accounts to be submitted		
14	Certificate of non-blacklisting - To be submitted in company letter head with signature of authorized signatory		

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

Annexure 1B: Declaration of acceptance of terms and conditions of RFP on company letter head

To:

<Location, Date>

Executive Engineer,
Governance Computerization Division,
Kothrud, Pune-411038
Water Resource Department, Maharashtra

Subject : Design, Development, Implementation, Operations & Maintenance of Training Management System for a period of five years for Maharashtra Water Resources Department

Reference: RFP Number as per Maha tender portal

Dear Sir/Madam,

We, the undersigned, offer to provide solutions to MWRD for **Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD** for a period of five years with your RFP dated <insert date> and our Proposal. We are hereby Declare that we accept all the terms and conditions of above reference RFP.

Yours sincerely,

Name

Designation

**Stamp & Signature of the
Authorized signatory**

Address

Telephone

Fax

E-mail address

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

Annexure 2: Turnover and Net-Worth Certification

<On the letterhead of the Chartered Accountant >

Date: dd/mm/yyyy

To,
Executive Engineer,
Governance Computerization Division,
Kothrud, Pune-411038
Water Resource Department, Maharashtra

Subject: Design, Development, Implementation, Operations & Maintenance of Training Management System for a period of five years for Maharashtra Water Resources Department

Reference: RFP Number as per Maha tender portal

Sir/ Madam,

We have examined the books of accounts and other relevant records of <<Bidder>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover, Profit before Tax and Profit after tax for the three years i.e. from 2020-2021 to 2022-2023 was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
Section No.	2020-2021	2021-2022	2022-2023
Annual Turnover			
Profit Before Tax			
Profit After Tax			
Average Annual Turnover			
(Signature of the Chartered Accountant)			

Name

Designation

Stamp & Signature of the Authorized signatory

UDIN

Address

Telephone

Fax

E-mail address

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

Annexure 3: Project Citation Format

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Technologies used	
Outcomes of the project	
Current status of the project	
Other Details	
Total cost of the project as per work order	
Duration of the project (no. of months, start date, completion date, current status)	

Name

Designation

**Stamp & Signature of the
Authorized signatory**

Address

Telephone

Fax

E-mail address

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

Annexure 4: Proposed Work Plan

No	Activity Include following: 1. Resource type 2. Start Date 3. End Date 4. Deliverable 5. Risk and dependencies	Calendar Month		
		1	2	n
1				
2				
3				
4				
5				
6				
n				

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.
3. All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.

Name

Designation

Signature of the Authorized signatory

Address

Telephone

Fax

E-mail address

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

Annexure 5: Team Composition

Name of Staff with qualification and experience	Area of Expertise	Key Personal position Assigned	Task Assigned	Time committed for the engagement
		Account Manager		
		Project Manager		
		Business Analyst		
		System Architect		
		System Engineer		
		UI/UX Designer		
		Web Designer		
		Tech Lead		
		Software Developer		
		QA Manager		
		Quality Analyst		
		Database Admin		
		Content Manager		
		Tech Support		
		Tester		

Name

Designation

Stamp & Signature of the Authorized signatory

Address

Telephone

Fax

E-mail address

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

Annexure 6: Curriculum Vitae (CV) of Key Personnel

General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> Degree Academic institution graduated from Year of graduation Specialization (if any) Key achievements and other relevant information (if any) 	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of project executed	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)	
Prior Professional Experience covering: <ul style="list-style-type: none"> Organizations worked for in the past <ul style="list-style-type: none"> Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities Prior project experience <ul style="list-style-type: none"> Project name Client Key project features in brief Location of the project Designation Role Responsibilities and activities Duration of the project 	

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

Please provide only relevant projects.

Proficient in languages (Against each language listed indicate if speak/read/write)

Name

Designation

**Stamp &
Signature of the
Authorized
signatory**

Address

Telephone

Fax

E-mail address

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

Annexure 7: Declaration of Non-Blacklisting

Format for Project Details: Declaration for not being banned or blacklisted by any State or Central Government / any other Government institutions in India

<<on Rs 100 non-judicial stamp paper signed by the Authorized Signatory of the Bidder >>

Date: dd/mm/yyyy

To,
Executive Engineer,
Governance Computerization Division,
Kothrud, Pune-411038
Water Resource Department, Maharashtra,

Reference: RFP reference number as per Maha tender portal.

Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted by any of Central / State Government Departments or Central / State Government undertaking institutes.

Sir/ Madam,

We, the undersigned, hereby declare that We are not under a declaration of ineligibility / banned / blacklisted by any of Central / State Government Departments or Central / State Government undertaking institutes for any reason as on the date of submission of the Bid or convicted of economic offence in India for fraudulent or corrupt practices as on the date of submission of the Bid.

If this information is found incorrect, we are liable for disqualification from tender process and legal action as per settled law of India.

Thanking you,

Yours faithfully

Name

Designation

Stamp & Signature of the Authorized signatory

Address

Telephone

Fax

Email Address

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

Annexure 8: Power of Attorney

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for **"Request for Proposal (RFP) for Design, Development, Implementation, Operations & Maintenance of Training Management System for Maharashtra Water Resource Department"** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20**

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Authorized by

.....

(Signature, name, designation and address of the Attorney)

Authorized to

.....

(Signature, name, designation and address of the Attorney)

Note: The Power of Attorney should be executed on a non-judicial stamp paper of INR. 100 (One Hundred) and duly notarized by a notary public.

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

Annexure 9: Declaration of Validity of Information

Affidavit (on Rs. 100/- Stamp Paper)

I age address (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm / authorized signatory and I am submitting the documents in **Envelope no.1** for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below:-

1. I am liable for action under Indian Penal Code & Information Technology Act 2000 for submission of any false/fraudulent paper / information submitted in envelope no.1
2. I am liable for action under Indian Penal Code & Information Technology Act 2000 if any false information, false bill of purchases, false supporting proof of purchase or proof of testing submitted by my staff, subletting agency or by myself is found during contract period and defect liability period.
3. I am liable for action under Indian Penal Code & Information Technology Act 2000 if any paper is found false/fraudulent during contract period and even after the completion of contract.
4. I am liable for action under Indian Penal Code and Information Technology Act 2000 if any information is concealed which will affect the calculation of bid capacity.

(Signature of Bidder/ authorized signatory)

(Seal of company)

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

9 Appendix II. Financial Proposal Template

Annexure 10: Financial Proposal Cover Letter

To:

Executive Engineer,
Governance Computerization Division,
Kothrud, Pune-411038
Water Resource Department, Maharashtra,

<Location, Date>

Subject: Submission of the Financial bid for **Design, Development, Implementation, Operations & Maintenance of Training Management System for Maharashtra Water Resources Department**

Reference: RFP reference from Maha tender portal.

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>>in accordance with your RFP dated <<Date>>and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the all taxes.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 60 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include GST
- We understand that the actual payment would be made as per the existing GST rates during the time of payment.

2. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with the scope of work mentioned in the RFP.

3. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in this RFP. These prices are indicated in the Financial Bid attached with our Tender as part of the Tender.

4. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified format given in RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date]. We understand you are not bound to accept any Proposal you receive.

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

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

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

Yours sincerely,

Name

Designation

**Stamp & Signature of the
Authorized signatory**

Address

Telephone

Fax

E-mail address

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

Annexure 11: Financial Proposal

<Company letter head; duly signed and stamped by authorized signatory>

Sr.	Stage	Components	Net Amount (INR.)	GST (INR.)	Total Amount including GST (INR)
A	B	C	D	E	F=D+E
1.	Design, Development, Implementation, Warranty and AMC	<p>Design, Development, Implementation of 6 months</p> <p>Security Audit and Certification by CERT-IN empanelled agency</p> <p>SSL for 5 years.</p> <p>Warranty of Training Management System for MWRD for 12 months.</p> <p>Annual maintenance of Training Management System for MWRD for 42 months.</p>			
GRAND TOTAL (in figures)					
GRAND TOTAL (in words)					

*** Above quoted price is after due consideration of “scope of work” mentioned in RFP**

Note:

- Financial Offer must be entered online only. An Online Form, similar to the financial format given above, will be available to the bidders in Financial Envelope during Online Bid Preparation stage where bidders would quote their offer.
- The Bidder will provide the financial quote on Bidder's company letter head duly signed and stamped by authorized signatory, scan and upload in the financial bid envelope.

Yours sincerely,

Name
Designation
Stamp & Signature of the Authorized signatory
Address
Telephone
Fax
E-mail address

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

Annexure 12: Change Request Blended Rate for Design and Development or post Go-Live modifications

This format shall not be considered for financial evaluation purpose

Sr.	Name of work	Unit	Blended Man-Day Rate (INR.)
1.	Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.	Man-days	
In Figures			
In Words			

Note:

- **The Blended man days rate quoted should be applicable for the entire contract period.**
- These rates shall not be used for financial evaluation purposes. In the event of a Change Request being out of the agreed scope, and approved by MWRD, the Change Order shall be issued based on the above-mentioned rates, corresponding to Man-days quoted by the Bidder
- All the rates should be inclusive of GST.

Yours sincerely,

**Name
Designation
Stamp & Signature of the Authorized signatory
Address
Telephone
Fax
E-mail address**

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD

10 Appendix III

Annexure 13: Performance Bank Guarantee

PERFORMANCE SECURITY

To: <Location, Date>
<Name>
<Designation>
<Address>
<Phone Nos.>
<email id>

Ref: _____
Bank Guarantee No. _____

Whereas, <<name of the supplier and address>> (hereinafter called "the Solution Provider") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to MWRD Maharashtra Water Resources Department (hereinafter called "the Purchaser")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Solution Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

Annexure 14: Change Request Format

Title:			
Person Raising:		Date Raised:	
CR Unique ID:		Version:	
Project:			
Details of Proposed Change			
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)			
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.			
Charges for Implementation: (including a schedule of payments)			
Impact:			
Other Relevant Information: (Including value-added and acceptance criteria)			
Impact on overall project delivery time table?			
Timeline:			
Proposed start Date:		Proposed Completion Date:	
Authorized by the bidder		Date:	
Name:			
Signature:			

I hereby accept the CR mentioned above and confirm my agreement to the commercial and schedule impact of the same.

Accepted by
(Client signature): _____

Name:

Date:

Position:

RFP for **Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.**

Annexure 15: Capability of the bidder

Required document: **Certificate from Head (HR) or company secretary** for number of technically qualified professionals employed by the company along with the total work experience and number of years of service with the bidder's company.

(On company's letterhead)

To:

<Location, Date>

Executive Engineer,
Governance Computerisation Division,
Jalsampatti Bhavan,
Kothrud, Pune - 411048

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for **Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.**

I hereby declare that my company <name to be specified by bidder> has <number to be defined by bidder> technically professionals employed by the company on its payroll as on dated: - <current date>. Details of the employees are:

Sr. No	Name of the employee	Designation	Total work experience	Work Experience with the firm (in years)

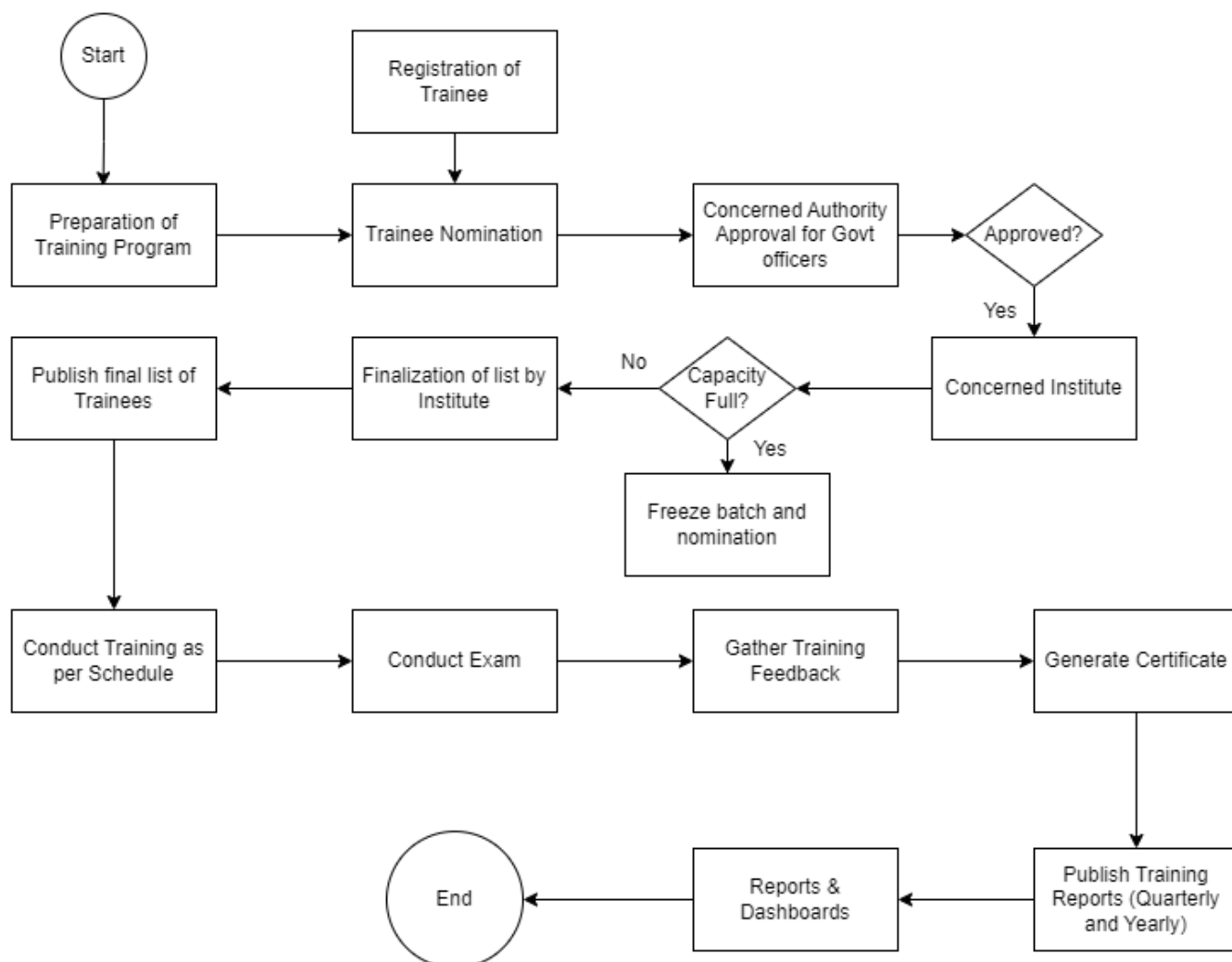
Yours sincerely,

Name
Designation
Stamp & Signature of the Authorized signatory
Address
Telephone
Fax
E-mail address

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

11 Appendix IV

Annexure 16: High-Level Information Flow for Training Management System for MWRD



RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

Annexure 17: D-90 Format for Course Planning

Activity Chart

Name of Course	Project Management Basics		
Start date	4-Apr-16		
D	Activity	Planned Date	Actual Completion
D-90	Issue letters to CE by hard copy and SE by e-mail to send Nominations	5-Jan-16	trigger
D-65	Issue REMIDER letters to CE by hard copy and SE by e-mail to send Nominations	30-Jan-16	trigger
D-45	Issue FINAL REMIDER letters to CE by hard copy and SE by e-mail to send Nominations	19-Feb-16	trigger
D-30	Finalize the Nomination list of trainees	5-Mar-16	10-Mar-16
D-30	Call Lecturers	5-Mar-16	
D-30	Letter to Nigarani EE, DE & SO	5-Mar-16	
D-25	Send Nomination list to web site upload agency	10-Mar-16	
D-25	send e-mail to Training Managers	10-Mar-16	
D-20	Check if Nomination list is uploaded on web site or not	15-Mar-16	
D-15	Finalize the list of Lecturers for each topic	20-Mar-16	
D-10	REMINDER SMS to Training Managers	25-Mar-16	
D-10	Tentative allotment of room by Nigarani	25-Mar-16	
D-5	Reminder call to lecturers	30-Mar-16	
D-5	REMINDER Letter to Nigarani EE, DE & SO	30-Mar-16	
D	Supply course material to trainees in Soft copy	4-Apr-16	
D+10	Honorarium Vouchers preparation & Send to Administration	14-Apr-16	
D+15	Letters to absent trainee's Training Managers for Penal action	19-Apr-16	
D+20	Course evaluation & Permission to close file in TPMC meeting	24-Apr-16	

Course Co-ordinator

Asst. Course Co-ordinator

RFP for Design, Development, Implementation, Operations & Maintenance of Training Management System for MWRD.

12 Appendix V

Annexure 18: Conceptual Architecture

