RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Expression of Interest for Selection of Partner from Empanelled Business Associate for Revenue Department, Government of Maharashtra's Tender Reference No: RD/RB/E-3992045/001/2025

For

"Request for Proposal (RFP)

For

Selection of System Integrator for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals"

EOI No: RCIL/WR/MUMBAI/Mktg/25-26/28 Dt: 24th Nov 2025



EOI NOTICE

RailTel Corporation of India Ltd, Western Railway Microwave Complex, Senapati Bapat Marg,

Mahalaxmi, Mumbai – 400013

EOI Notice No: RCIL/WR/MUMBAI/Mktg/25-26/28 Dt: 24th Nov 2025

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empanelled Partners for the selection of suitable partner for Revenue Department, Government of Maharashtra's Tender Reference No: RD/RB/E-3992045/001/2025 For 'Selection of System Integrator for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals' Dated 24-10-2025 and any other addendums/ corrigendum's/ documents contained within and related to the same.

The details are as under:

1	Last date for submission of Technical	29th Nov 2025 11:00 hrs
	Packet against EOIs by bidders	
2	Opening of Technical Bid of EOIs	29th Nov 2025 11:30 hrs
4	EOI fees inclusive tax (Non-	Rs. 50,000/- (INR Fifty Thousand Only) (Inclusive of 18%
	refundable)	GST)
5	EMD for Pre-Bid Arrangement	Rs 5,00,00,000/- (INR Five Crore only)

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

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

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

1. Level 1

Contact Name: Mr. Saish Sankhe

Designation: Deputy Manager/ Marketing **E-Mail Address:** saish.sankhe@railtelindia.com

Mobile No: +91- 8999292981

Level 2

Contact Name: Sh. Viplov Nath Mishra

Designation: Senior Deputy General Manager/ Marketing

E-Mail Address: viplovmishra@railtelindia.com

Mobile No: +91- 90044 44124

Note:

- 1. Empanelled partners are required to submit soft copy of technical & price packet through an e-mail at eoi.wr@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
- 2. The EOI response is invited from eligible Empanelled Partners of RailTel only. The Empanelled partner has to submit its valid empanelment Letter of Intent along with his Bid.
- 3. All the document must be submitted with **proper indexing** and **page no**.
- 4. This is an exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
- 5. Bidder has to submit their response as an individual organization or part of a consortium. In case of consortium, the Bidder/s have to be empaneled partners of RailTel.
- 6. Transfer and Sub-letting. The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof without the prior written approval from RailTel.
- 7. All Bidders to sign and stamp RailTel's EOI and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.
- 8. Any changes made by RailTel's end customer in Tender No. RD/RB/E-3992045/001/2025 up to the last date of submission of the said tender by RailTel will be unquestionably & without any objection accommodated by the Bidders in their Technical & Price offer submitted against this EoI. Changes include all the technical, financial, format changes and any other changes as applicable and deemed applicable by RailTel.

1. As Introduction about RailTel

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

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

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

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

Licenses & Service portfolio:

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



a) Carrier Services

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

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

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

b) Enterprise Services

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

c) DATA CENTER

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

d) National Long Distance:

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

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

e) High-Definition Video Conference:

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

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

f) Retail Services – RailWire

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

2. Project Background and Objective of EOI

RailTel intends to participate in RFP floated by Tender No. RD/RB/E-3992045/001/2025 dated 24-10-2025 For 'Selection of System Integrator for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals MahaKhanij 2.0

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

3. Scope of Work

The scope of work will be as mentioned in the end Customer Organization Tender for Selection of System Integrator for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals MahaKhanij 2.0 for the Revenue Department, Government of Maharashtra as per Tender No. RD/RB/E-3992045/001/2025 dated 24-10-2025 and any other addendums/corrigendum's/ documents contained within and related to the same uploaded up to the last date of submission of the aforesaid tender.

The broad scope of work is mentioned in end customer Tender No. RD/RB/E-3992045/001/2025 dated 24-10-2025 along with its latest amendments and clarifications.



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

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

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

4. Response to EOI guidelines

4.1 Language of Proposals

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

4.2 RailTel's Right to Accept/Reject responses

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

4.3 EOI response Document

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

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

4.4 Period of Validity of bids and Bid Currency

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

4.5 Bid Earnest Money (EMD)

- **4.5.1** The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI/Token EMD.
- **4.5.2** Offers not accompanied with valid Token Earnest Money Deposit shall be summarily rejected.
- 4.5.3 In case if offer is selected for bidding, the partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid or as per

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

- **4.5.4** Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.
- 4.5.5 Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) and Integrity Pact BG of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the end Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.6) from Business Associate whichever is later.
- 4.5.6 Forfeiture of EOI EMD or EOI EMD & balance EMD (balance proportionate EMD) and or Penal action asper EMD Declaration:
- 4.5.6.1 The EOI EMD will be forfeited if the Balance EMD is not paid before RailTel's bid submission in end customers Tender
- 4.5.6.2 The EOI EMD & Balance EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.
- 4.5.6.3 In case of non-submission of SD/PBG (as per clause no. 4.6) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and Integrity Pact and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.
- 4.5.6.4 Having participated with another party/directly/through consortium apart from RailTel in RailTel's end customer Tender

4.6 Security Deposit / Performance Bank Guarantee (PBG)

- 4.6.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.
- 4.6.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.7 Last date & time for Submission of EOI response

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

4.8 Modification and/or Withdrawal of EOI response

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

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

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

Business Associate shall be deemed as foreclosed.

4.9 Details of Financial bid for the above referred tender

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

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

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

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

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

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

4.10 Clarification of EOI Response

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

4.11 Period of Association/Validity of Agreement

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



5. Eligibility Criteria for Bidding Business Partner of RailTel

		Criteria for Tender Package			
S No	Particulars	(Mandatory Compliance & Document			
		Submission)			
A)	Financial Conditions				
	The bidder/all members of consortium should be				
	registered under Companies Act, 1956 or	1. Certificate of Incorporation			
i)	Companies Act 2013 or as amended and should	2. GST Registration			
	have at least 7 years of operations in India as on	3. PAN Card			
	bid submission date.				
		Copy of the audited Balance Sheet and Profit &			
		Loss Statement of the company and/or			
	Average annual turnover of Lead Bidder should	Certificate from the Chartered Accountant			
ii)	have at least 375 Crore INR during last 3	clearly stating the average annual turnover			
11)	Financial Years	during last 3 Financial Years. Only audited			
		financial statements will be considered for			
		evaluation purposes			
		Audited balance sheet, profit & loss statement			
		and Positive Net Worth & Profitability			
	The Lead Bidder should also have a positive net	Certificate issued by the CA for the last three			
iii)	worth as of March 31st 2025 & be profitable in	financial years. Certificate should contain			
	each of the last 3 financial years	UDIN no. issued by ICAI.			
		egh (no. issued by Term			
B)	Technical Conditions				
iv)	The Bidder/ any members of the consortium	Work order and Completion Certificate of the			
	should be operating in the field of software	mentioned work.			
	development and providing software				
	solutions in India last 5 years prior to bid	(In case of partial/ Substantial completion of			
	submission date.	work, a CA certificate will be required stating			
		the amount received from the on-going			
	The Didder form week to a City	project)			
v)	The Bidder/ any members of the consortium	Declaration from all Bidders/ member of			
	must not be under a declaration of	the consortium			
	ineligibility / banned / blacklisted by any				
	State or Central Government / any other Government institutions in India for any				
	reason as on last date of submission of the Bid				
	or convicted of economic offence in India for				
	any reason as on last date of bid submission.				
vi)	The Bidder/ any members of the consortium	Work Order/Contract Agreement and a			
-/	must have successfully implemented at least	client-issued Completion Certificate or			
	one similar IT/ICT project of a minimum	Performance Certificate or Go-live			
	value of ₹100 Crore for any Central	confirmation confirming the project			
	Government, State Government, or Public	value, scope, and successful execution.			
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	Sector Undertaking (PSU) client in India in the last 7 financial years (i.e., contract signed on or after April 1, 2018). "Similar" refers to large-scale system integration projects involving application development, infrastructure management, and field operations.	(In case of partial/ Substantial completion of work, a CA certificate will be required stating the amount received from the on-going project)
vii)	The Bidder/ any members of the consortium must furnish Manufacturer's Authorization Forms (MAFs) from the Original Equipment Manufacturers (OEMs) specifically for Drone equipment and Drone Data Processing Software.	OEM MAF and OEM Undertaking, issued specifically for this tender, on the letter head of OEM.
viii)	The Bidder/ any members of the consortium must provide an undertaking that the proposed IT solution developed for the project will be built on open-source technologies (imposing no license cost on the Department) and will be designed for high scalability.	An unconditional undertaking included in the Technical Proposal Covering Letter
ix)	In case the Bidder/ any members of the consortium does not have an existing office in Maharashtra, they shall submit an undertaking indicating that they shall set- up the indicated office within 15 days of being awarded the work.	Letter from Bidder, indicating their presence in Maharashtra along with complete address of the facility and contact details of facility administrator. OR Undertaking indicating that the Bidder, shall open the set-up the indicated office within 15 days of being awarded the work.
x)	The Bidder should be empaneled partners of RailTel	Letter of Empanelment issued by RailTel with valid empanelment

6. Bidder's Profile

The bidder shall provide the information in the below table:

C	TOTAL P	D . 17
S.	ITEM	Details
No.		
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email	
	address of the primary office of the organization / main / head	
	/ corporate office	
3.	Name, designation and full address of the Chief Executive	
	Officer/Director of the bidder's organization as a whole,	
	including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses	
	of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with	
	the tender to whom all reference shall be made regarding the	
	tender enquiry. His/her telephone, mobile, Fax and email	
	address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account	
	number)	
7.	PAN, GST, TAN Registration numbers	

7. Evaluation Criteria

- **7.1** The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.
- 7.2 The Business Associate qualifying the Eligibility criteria will be selected for exclusive prebid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
- **7.3** In case if there are two or more Sole Bidders meeting eligibility criteria then the price bids will be sought from these Sole Bidder in the second stage for the given scope of the work and Sole Bidder with overall lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution.
- 7.4 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.
- **7.6** All General requirements mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

8. Withdrawal of Bids

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

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

9 Evaluation Process

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

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

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

10 Performance Bank Guarantee

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks or scheduled banks excluding Cooperative banks as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

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

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

This Performance Bank Guarantee will be for an amount equivalent to a particular percentage of the total contract value or as specified in RailTel's end customers tender. All charges whatsoever such as premium, commission, stamp duties etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

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

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

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

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

11 Rights to Terminate the Process

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

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

12. Payment terms

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

- 12.2All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.
- 12.3The Payments received from end customer will be disbursed Scope wise to the selected BA.
- 12.4 Payments to selected BAs will be in Arrears only

13 SLA/Penalty/LD

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

14 Duration of the Contract Period

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

Note:

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

Western Railway Microwave Complex Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013 Dear Sir, SUB: Participation in the EoI process Having examined the Invitation for EoI document bearing the reference number _Dtreleased by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document. If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document. We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected. We hereby Submit EMD amount of Rs issued vide from Bank Authorized Signatory Name:	Annexure 1: COVERING LETTER (To be submitted by Lead Bidder on Letter head)	
RailTel Corporation of India Ltd Western Railway Microwave Complex Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013 Dear Sir, SUB: Participation in the EoI process Having examined the Invitation for EoI document bearing the reference number _Dt	EoI Reference No:Date:	
Having examined the Invitation for EoI document bearing the reference number _Dt	RailTel Corporation of India Ltd Western Railway Microwave Complex	
released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document. If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document. We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected. We hereby Submit EMD amount of Rs issued vide from Bank Authorized Signatory Name: Designation: Contact No: E-Mail Address: Signature:	SUB: Participation in the EoI process	
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Authorized Signatory Name: Designation: Contact No: E-Mail Address: Signature:	of our response to the said Invitation for EoI document, are true to the best of our knowledge. V understand that in case any discrepancy is found in the information submitted by us, our EoI liable to be rejected.	Ve is
	Authorized Signatory Name: Designation: Contact No: E-Mail Address: Signature:	

Annexure 2: Self-Certificate & Undertaking (To be submitted by Bidder/ in case of Consortium, all Partners need to be submitted)

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

EoI Reference No:	Date:	
To		
RailTel Corporation of India Ltd		
Western Railway Microwave Com	plex	
Senapati Bapat Marg, Mahalaxmi,	•	
Dear Sir,		

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

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

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

Authorized Signatory Name: Designation: Signature: Seal of the Organization:



Annexure 3: Undertaking for not being Blacklisted/Debarred (To be submitted by Bidder/ in case of Consortium, all Partners need to be submitted)

EoI Reference No:Date:	
_	
Го	
RailTel Corporation of India Ltd	
Western Railway Microwave Complex	
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013	

Subject: Undertaking for not being Blacklisted/Debarred

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

Authorized Signatory Name:
Designation:
Signature:
Seal of the Organization:

Dear Sir,



Annexure 4: Format of Affidavit- (to be submitted by Bidder and all Consortium members)

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

(Io b	e exe	cuted in p	oresence	of Public	notary on no	n-judicial s	stamp pap	er of the	value of	I Ks.
500/-	. The	paper has	to be in	the name of	f the BA) **					
I			(1	Name and	designation)	* appoin	ted as th	e attorne	y/author	ized
signa	tory o	f the BA (includin	g its constit	tuents),					
M/s	s			(hereina	fter called the	BA) for the	ne purpose	of the E0	OI docur	nents
for	the	work	of	,			a	s per	the	EOI
	No)		Dt		of (Rail	Tel Corpo	ration of	India Ltd	l), do
hereb	y sole	mnly affi	rm and st	tate on the	behalf of the	BA includi	ng its cons	stituents a	s under:	

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

DEPONENT SEAL AND SIGNATURE OF THE BA

VERIFICATION

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

DEPONENT

SEAL AND SIGNAURE OF THE ADVOCATE

Place: Dated:

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



<u>Annexure 5: Draft Non-Disclosure Agreement</u> – (Is it to be submitted by Lead Bidder and all Consortium Members)

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

This Non-I	Disclosure Agreement	("Non-Disc") is made an	nd entered into	d	ay of
	month	_ year (effective date) by	and between _		
("Departme	nt") and	("Company	"). Whereas,	Department	and
Company h	nave entered into an Ag	greement ("Agreement")			
effective	for	and			
effective	for	and			

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

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

1. Definitions. As used herein:

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

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

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

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

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

For Department				
Name:				
Title:				
WITNESSES:				

1	
2.	
For Company	
Name:	
Title:	
WITNESSES:	
1.	
2	

RAILTEL RAIL

Annexure 6: Integrity Pact -(Is it to be submitted by Lead Bidder and all Consortium Members)

(To be executed on Rs. 500/- Stamp Paper)

EoI Number:			ated:	
This Integrity	Pact is made at on this	Day of		2022
BETWEEN				

RailTel Corporation of India Ltd (a Govt of India Enterprise under Ministry of Railways) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013, hereinafter referred to as "The Principal", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns AND

<Bidder Name> having its registered office at <Bidders Registered and Branch Address (if any)> hereinafter referred to as "The Bidder/ Contractor/ Concessionaire/ Consultant" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal	ntends to award,	, under laid down	n organizational procedur	e's contract/s
for '				

The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnessed as under: -

Article – 1: Commitments of the Principal

- 1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principle:
 - a. No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand take a

- promise for or accept for self or third person any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude all known prejudiced persons from the process.
- 2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)
The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian

Nationality shall furnish the name and address of the foreign principle, if any. Further details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent /Representative have to be Indian Rupees only.

- e. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- f. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.
- h. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

Article – 3: Disqualification from tender process and exclusion from future contracts

- 1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- 2. If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a maximum of 1 year.
- 3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".

- 4. The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant, however, the Bidder/ Contractor/ Concessionaire/ Consultant can approach IEM(s) appointed for the purpose of this Pact.
- 6. On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
- 7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages

- 1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Arcticle-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal right that may have accrued to the Principal.
- 2. In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/Consultant and/or demand and recover liquidated and all damages as per the provisions of the contact/Concession agreement against Termination.

Article – 5: Previous Transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors

- 1. The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
- 2. The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.
- 3. The Principal will disqualify from the Tender process all Bidders who do not sign this Pact violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article – 8: Independent External Monitor (IEM)

- 1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval from Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
- 3. The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors.
- 4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractors(s) with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of

- Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, RailTel and recuse himself/herself from that case.
- 5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
- 6. As soon as the Monitor notices, or believes to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-*binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7. The Monitor will submit a written report to the CMD, RailTel within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9. The word 'Monitor' would include both singular and plural.

Article – 9: Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders, 6 months after this Contract has been awarded (In case of BOT projects). It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

If any claim is made/lodged during this time, the same shall be biding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by CMD of RailTel.

Article – 10: Other Provisions

- 1. This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a Joint Venture partner, this pact must be signed by all partners or members.

- 4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
- 5. Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in Integrity Pact shall prevail.
- 7. Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 8. The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof, he parties have signed and executed this pact at the place and date first done mentioned in the presence of following witnesses: -

(For & On behalf of the (Principal)	(For & On behalf of Bidder/Contractor/ Concessionaire/Consultant)
Place: Date:	
Witness 1:	
Witness 2:	

TCCC1 RAILTEL

<u>Annexure 7: Complete EoI Examination & Nil Deviation Certificate</u>— (Is it to be submitted by Lead Bidder and all Consortium Members)

(To be submitted by Bidder)

To		
RailTe	el Corporation of India Ltd	
Weste	ern Railway Microwave Complex	
Senap	ati Bapat Marg, Near Railway Sports Ground	
Mahal	laxmi, Mumbai – 400013	
Sub: (Complete EoI Examination & Nil Deviation Certif	ficate
Ref: E	EoI Number:	Dated:
Dear S	Sir,	

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

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

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :

E-mail address :

<u>Annexure 8: Back to Back Compliance Certificate-</u>-(Is it to be submitted by Lead Bidder and all Consortium Members)

(To be submitted by Bidder)

(10 be submitted by Bidder)	
То	
RailTel Corporation of India Ltd	
Western Railway Microwave Complex	
Senapati Bapat Marg, Near Railway Sports Ground	
Mahalaxmi, Mumbai – 400013	
Sub: Complete back to back Compliance Certificate	
Ref: 1) EoI Number:Dated:	
2) Tender Reference No- SnT_C_BRC_138_2024-25 dated 01/05/2025	
and all of its addendums/ corrigendum's & published documents	
Dear Sir,	

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

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax

E-mail address



Annexure 9: Performance Bank Guarantee Format

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

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

WHEREAS:

name and address of Applicant] (hereinafter called "the Applicant") and RailTel (the "Authority") have entered into an agreement (the "Agreement") for '**Tender Work Details**' subject to and in accordance with the provisions of the Agreement.

- (A) The Agreement requires the Applicant to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Implementation Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs ***** Cr.
- (B) We, Through our branch at(The "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
- 1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Applicant obligations during the {Implementation period /Defects Liability Period and maintenance period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Applicant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.



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

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

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

NOTES:

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



Annexure 10: Consortium Agreement Draft Format (on 500 Rs Stamp Paper duly Notarized)

{<Company Name>, and having its registered office at <Address>} and (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST, SECOND and THIRD} PART are collectively referred to as the "Parties" and each is individually referred to as a "Party" WHEREAS,

A. The PED/WR represented by the RailTel Corporation of India Ltd (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) (the "Authority"), having its office at "RailTel Corporation of India Ltd, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai - 400013" is engaged in the "Name of the work", and as part of this endeavor, has invited Bids (the Bids") by its EoI No_____ dated (the "RFP") for award of contract for................. (the "Project") through Agreement Contract conditions.

B. The Parties are interested in jointly Bidding for the Project as members of a {consortium} and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the {consortium} shall enter into a Consortium Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

a. The Parties do hereby irrevocably constitute a consortium (the "{consortium}") for the purposes of jointly participating in the Bidding Process for the Project.

b. The Parties hereby undertake to participate in the Bidding Process only through this {consortium} and not individually and/ or through any other {consortium} constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the {consortium} is declared the Selected bidder and awarded the Project, it shall enter into an Agreement Contract with the Authority for performing all its obligations as the Contractor in terms of the Agreement contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below: a. Party of the First Part shall be the Lead member of the {consortium} and shall have the power of attorney from all Parties for conducting all business for and on behalf of the {consortium} during the Bidding Process and for performing all its obligations as the Contractor in terms of the Agreement Contract for the Project.

- b. Party of the Second Part shall be {the member of the consortium}; and
- c. Party of the Third Part shall be {the member of the consortium}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement Contract, till such time as the completion of the Project is achieved under and in accordance with the Agreement Contract.

6. Share of work in the Project

The Parties agree that the proportion of Scope of Work as per the Agreement Contract to be allocated among the members shall be as follows:

First Party:

{Second Party:}

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the {consortium} Member is annexed to this Agreement, and will not, to the best of its knowledge:
- i. require any consent or approval not already obtained;
- ii. violate any Applicable Law presently in effect and having applicability to it; iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof.
- **iv.** violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances, or mortgage in or on the property of such Party, except for

encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party to prevent such Party from fulfilling its obligations under this Agreement.

- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the {consortium} However, in case the {consortium} is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the bidder, as the case may be.

9. Miscellaneous

- a. This Consortium Agreement shall be governed by laws of {India}.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of	
Lead member by: (Signature) (Name) (Designation) (Address)	SECOND PART (Signature) (Name) (Designation) (Address)
In the presence of: 1	2

Annexure 12: Agreement Draft Format

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

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



Annexure 14: BoQ

(Back-to-Back as per Schedule of end customer RFP/Tender referred including all its amendments/corrigendums/ clarifications)

Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures (Rs. P)	GST (%)	GST Amount (Rs. P)	TOTAL AMOUNT excluding taxes (Rs. P)	TOTAL AMOUNT including taxes (Rs. P)	TOTAL AMOUNT In Words
1	Item Wise									
1.01	Providing and supplying Digital Transport Permits as prescribed in RFP along with software, hardware and firmware solution for minor mineral monitoring and carrying out all activities mentioned in RFP	1.00	Per Digital- Transport Permit (DigiTP)	INR			0.00	0.00	0.00	INR
	Total in Figures							0.00	0.00	INR Only
	Quoted Rate in Words									



- END OF DOCUMENT -

Request for Proposal (RFP)

for

Selection of System Integrator for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals

MahaKhanij 2.0

Revenue Department

Government of Maharashtra

Tender Reference No: RD/RB/E-3992045/001/2025

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1 Disclaimer

This Request for Proposal ("RFP") is not an Agreement or an offer by the Divisional Commissioner, Konkan Division, Government of Maharashtra ("DC-Konkan"), ("Divisional Commissioner, Konkan Division") or ("Department") on behalf of Revenue Department (RD), Government of Maharashtra to Bidders or any third party. The purpose of this document is to provide interested parties with information to facilitate the formulation of their Proposal.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither DC-Konkan/RD nor any of its officers or personnel, nor any of their advisors accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is subject to updating, expansion, revision and amendment at the sole discretion of DC-Konkan/RD, Govt. of Maharashtra. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither DC-Konkan/RD nor any of its officers, employees nor any of its advisors nor consultants undertake to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of DC-Konkan/RD, which (the assumptions and the base Information on which they are made) may or may not prove to be correct. No representation or Warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

DC-Konkan or RD shall be the sole and final authority with respect to qualifying a Systems Integrator for IT solution for MahaKhanij 2.0 through this RFP. The decision of DC-Konkan or RD in qualifying a respondent shall be final and DC-Konkan or RD reserves the right to reject any or all the Bids without assigning any reason. DC-Konkan or RD further reserves the right to negotiate with the qualifying agencies to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

The Bidder shall bear all costs associated with the preparation and submission of all the Proposals and communications (against RFP). DC-Konkan or RD and their consultants shall not, under any circumstances, be responsible or liable for any such costs.

By responding to the RFP, the Bidder shall be deemed to have confirmed that Bidder is fully satisfied and has understood the terms and conditions of the RFP and by submitting the Proposal, the Bidder hereby expressly waives any and all claims in respect thereof.

2 Invitation for Proposal

The Divisional Commissioner, Konkan, Government of Maharashtra, hereby invites proposals for the maintenance of the existing Integrated IT Solution for Monitoring of Minor Minerals MahaKhanij 2.0, along with the development of additional features. The RFP document is placed at website: http://mahatenders.gov.in

Prospective Bidder are advised to carefully review the Pre-Qualification criteria provided in this RFP before preparing and submitting their bids. Key instructions for Bidder are detailed in Section V: Instructions to Bidder of this document.

Project Implementation Model: The project will be implemented under a Public-Private Partnership (PPP) framework on a Build-Own-Operate (BOO) basis for a duration of 5 years from go-live date.

The selected SI will be responsible for designing, financing, developing, operating, and maintaining the system for the contract period, in accordance with the terms and conditions set forth in this RFP and the resultant agreement.

3 Key Events and Dates

Name of the Work Name of the Work Request for Proposal (RFP) for Selection of System Integrator for Development and Maintenance of Integrated IT solution for Mo of Minor Minerals MahaKhanij 2.0 for the Revenue Department Government of Maharashtra	
Website for downloading and submitting the tender	http://mahatenders.gov.in
Cost of Tender Document	INR 50,000/- (INR Fifty Thousand Only) (Non-refundable) Shall be paid through online payment facility available on the http://mahatenders.gov.in portal.
Earnest Money Deposit	INR 5,00,00,000/- (INR Five Crore only) Shall be paid through online payment facility available on the http://mahatenders.gov.in portal.
Date of publication of Tender on website	24 th October 2025 Friday
Last date of submission of Prebid queries	04 th November 2025 Tuesday till 01:00 pm
Pre-Bid Meeting Date	06 th November 2025 Thursday on 03:00 pm
Last date and time for bid submission [Bid due date]	24 th November 2025, Monday till 01:00 pm
Bid opening date	25 th November 2025, Tuesday on 05:30 pm
Technical Presentation Date	To be informed later
Intimation to	To be informed later

Technically Qualified Bidders	
Financial Bid Opening Date	After Technical Verification, it will be communicated
Address for communication	Divisional Commissioner, Konkan Division Office of Divisional Commissioner, Konkan Division 1st floor, Konkan Bhavan, CBD Belapur, Navi Mumbai. gb-konkan@mah.gov.in

Any changes in the above program and other updates will be displayed on the website: http://mahatenders.gov.in. Bidders are advised to monitor the portal for the latest information and corrigenda

4 Abbreviations and Definitions

4.1 List of Abbreviations

Sr. No.	Abbreviations	Full Forms
1.	SI	Systems Integrator
2.	EMD	Earnest Money Deposit
3.	FY	Financial Year
4.	DC-Konkan	Divisional Commissioner, Konkan, Government of Maharashtra
5.	GOI	Government of India
6.	INR	Indian National Rupees/Legal Tender Currency of India
7.	LOI	Letter of Intent
8.	MoEF & CC	Ministry of Environment, Forest and Climate Change
9.	RFP	Request for Proposal
10.	PBG	Performance Bank Guarantee
11.	BOO	Build-Own-Operate
12.	PPP	Public-Private Partnership
13.	RD	Revenue Department, Govt. of Maharashtra
14.	GIS	Geographic Information System
15.	UAV	Unmanned Aerial Vehicle (Drone)
16.	USV	Unmanned Survey Vessel (Autonomous
17.	DC	Data Center
18.	DR	Disaster Recovery (site)
19.	CERT-In	Indian Computer Emergency Response
20.	DGM	Directorate of Geology and Mining Government of Maharashtra
21.	NDA	Non-Disclosure Agreement
22.	DGCA	Directorate General of Civil Aviation

4.2 Definitions

- "Applicable Laws" Shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.
 - "Authority" includes any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction over the subject matter(s) in question.
 - **"Bid"** shall mean the Bid submitted by Bidder to RD in response to this RFP and subsequent correspondence between Bidder and DC-Konkan/RD in this regard, accepted by DC-Konkan/RD in relation to the matters set out in this Tender.
 - "Bid Due Date" means the date by which the Bid including the Technical Bid and Financial Bids required to be submitted, as mentioned in RFP.
 - "Bidder" means a company or a firm who purchased this Tender Document, and the expression 'Bidders' shall include all such companies or firms.
 - "Business Day" means a day other than a Saturday, Sunday or a public holiday in India on which DC-Konkan/RD is open for business in Maharashtra.
 - "Claim" means any claim, notice, demand, debt, account, action, expense, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature whatsoever, any losses, damages, charges, interest, assessments, penalties and settlements, including those arising out of or in relation to any claim, suit, arbitration, proceedings and all sums paid in relation to any compromise or settlement of any such claim, suit, arbitration or proceedings.
 - "Commencement Date of Work" means the date on which the Agreement for Development and Maintenance of IT Solution for Monitoring of Minor Minerals MahaKhanij 2.0 between Successful Bidder and DC-Konkan/RD will be signed.
 - "Consumers" shall include the end user of the Sand who wish to utilize the Sand for self-consumption for construction or other purposes, contractors constructing on behalf of such end users, and govt. contractors of public works of central and state govt.
 - The "Divisional Commissioner, Konkan", "Department" or "DC-Konkan/RD" means Divisional Commissioner, Konkan, Government of Maharashtra (which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives) having its head office at Konkan Bhavan, Navi Mumbai.
 - "Financial Bid" means Price Proposal submitted by the Bidder, in accordance with the terms and conditions of this RFP.
 - "Financial Year" or "Operational Year" means the period of 12 months commencing from April 01 of each year to the March 31 of the following year. However, the first Operational Year shall mean the period beginning from the Commencement Date of Work till the immediately following March 31.

- "GIS" shall mean geographic information system which allows capturing, storing, checking, and displaying data related to positions on Earth's surface
- "IT Helpdesk" means an IT Helpdesk which will function as a single point of contact for users to gain assistance in troubleshooting, get reply to queries and solve known problems.
- "Minor **Minerals**" shall mean the minor minerals declared from time to time by the central government by Notification in official gazette under the MMDR act like Sand, stones, murum and earth mud etc.
- "Manufactured Sand or M-Sand" shall mean, BSI and Indian Standards (IS) codes viz. IS 383:2016 Coarse and fine aggregate for concrete- Specification (Third Revision)2, IS 1542:1992-Sand for plaster- Specification (Second Revision)2, IS 2116:1980- Specification for sand for masonry mortars (First Revision)2, IS 456:2000- Plain and reinforced concrete code of practice (Fourth Revision)2 & such other standards as fixed by BSI from time to time and should be suitable for construction activities. Fine particles of less than 150 Microns size shall not be present in excess quantity than the percentage specified in the IS code.
- "Performance Bank Guarantee" or "PBG" means the bank guarantee to be furnished by the Successful Bidder as security for performance of the contract, as described in this RFP.
- "Sand" is defined as a loose granular substance resulting from the erosion of siliceous and other rocks and forming a major constituent of beaches, riverbeds, seabed, and deserts.
- "Sand Mining Agency" or "SMA" means an individual or a firm or a company who has been appointed by RD to carry out raising and transportation of Sand from sand plots or ghats to Stockyards, and includes the Sand Mining Agency's Personnel, agents, consultants or subcontractors.
- "Sand Mining" means deployment of required resources such as manpower and machinery for sand mining at sand plots or ghats and transport to Stockyards, including all necessary activity or services associated with mining of sand, maintenance, security etc.
- "Secondary Units" shall mean units who consume sand / stone for production of concrete products and dealers who re-sell Minerals / sand/ stone.
- "Service Level Agreement" shall have the meaning as defined under this RFP.
- "Stakeholders" shall mean the Mineral mining contractors, end Consumers of the mineral, mineral dealers, transporters, revenue and other government officials;
- "State" shall mean the state of Maharashtra.
- "Stockyard" shall mean the area demarcated by RD for stocking the Sand excavated by the Sand Mining Agency, and from where selling to prospective buyers shall be done.
- "Successful Bidder" shall be the Bidder selected by RD pursuant to terms and condition of this RFP including corrigendum/addendums through bidding process.
- "System" shall mean the integrated IT solution developed/ deployed by the SI for Divisional Commissioner, Konkan for monitoring, of Sand mining activities and mining of other minor Minerals.
- "SI" or "System Integrator" means a firm or a company who has been appointed by RD to perform the scope of work set out in this RFP, including but not limited to Development and Maintenance of an Integrated IT solution for monitoring by the Divisional Commissioner, Konkan, of Sand mining activities and mining of other minor minerals.

- "Technically Qualified Bidder" shall be the Bidders who are found to be eligible in accordance with the prescribed eligibility conditions and whose Bids meet the requirements under this Tender Document.
- "Tender" or "Tender Document" means this tender document together with the schedules/annexures and documents referred herein, including any addendum(s)/corrigendum(s) to this RFP.
- "Transporter" shall mean any person who transport Sand and other Minerals to Consumers and / or Secondary Units.
- "Transport Permit" or "TP" shall mean the document allowing a party to transport a certain quantity of any one of the Minerals to a particular destination. The permit documents are issued under the authority of the Divisional Commissioner, Konkan.
- "Mobile App", "Mobile Application", "Android Application" or "iOS Application" shall mean application for Mobile application for Android and iOS
- "Public-Private Partnership (PPP)", A cooperative arrangement between the Department (public sector) and the Selected Bidder (private sector) for the provision and operation of the project, where responsibilities, risks, and rewards are shared. In this project, the PPP model is BOO (Build-Own-Operate), wherein the SI will build the system, own the assets for the duration of the contract, and operate the services, typically recovering costs through payments structured in the contract.
- "Build-Own-Operate (BOO)", A project delivery model under which the SI is responsible for financing, building, and operating the project for the contract period. The ownership of the infrastructure and assets rests with the SI during the contract term. (with no mandatory transfer of ownership to the Department at contract expiry, unless otherwise specified).
- "Data ownership", all data generated for the project including but not limited to TPs issued, users, quantities, reports, dashboards will be with DC-Konkan or RD.

4.3 Rules of Construction / Interpretation

Unless contrary to the intention or the context, words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.

Any reference to "person" shall include companies, firms, corporations and associations or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.

A reference to any gender includes the other gender.

A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision.

A reference to any person includes that person's executors, administrators, substitutes, successors and permitted assigns.

Unless otherwise specified, a reference to a Section, Clause, Annexure, Schedule, Attachment or paragraph is a reference to a Section, Clause, Annexure, and Schedule, Attachment or paragraph of this document.

A reference to Rs., INR or Rupees is to the lawful currency of Republic of India unless specified otherwise.

A reference to an agreement, deed, instrument or other document include the same as amended, novated, supplemented, varied or replaced from time to time.

The terms "include" and "including" shall be deemed to be suffixed with the words "without limitations", whether or not so followed.

The expression "writing" or "written" shall include communications by electronic mail and letter.

The expression "day" shall refer to a calendar day.

Headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

In case of a conflict between provisions of this RFP and the Contract Agreement, the provisions of the sign Contract Agreement (including its amendments) shall prevail, unless the RFP expressly states.

5 Instructions to Bidders

5.1 Cost of RFP

The RFP Document can be purchased for Rs. 50,000/- (INR Fifty Thousand) from the http://mahatenders.gov.in

5.2 Transfer of RFP

The RFP Document is not transferable to any other Bidder. Only the entity which has paid the RFP fee and downloaded the document is entitled to submit the bid and pre-bid queries.

5.3 Bidding by Single Entity

Bids from consortiums, joint ventures, or any form of association of multiple entities will not be accepted and will be rejected. The bidder must be a single legal entity and must independently meet all Pre-Qualification (PQ) criteria specified in this RFP. Sub-contracting for non-core activities may be permitted as per the terms of the contract, but the primary responsibility for the complete execution of the project shall rest solely with the Bidder.

5.4 Completeness of Response

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

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD (defined below).

5.5 Proposal Preparation Costs

The Bidder shall submit Bid at its cost and, the Divisional Commissioner, Konkan shall not be held responsible for any cost incurred by the Bidder. Submission of Bid does not entitle the Bidder to claim any cost and rights over Divisional Commissioner, Konkan and Divisional Commissioner, Konkan shall be at liberty to cancel any or all Bids without giving any notice.

5.6 Bidder Inquiries

Bidder shall send their written queries via email prescribed in 'Section III - Key Events and Dates'. The queries shall be as per the format provided in Annexure I of this RFP. DC-Konkan/RD will aggregate and respond to all meaningful queries by publishing a Pre-Bid Clarifications document or Corrigendum on the MahaTender portal. No individual responses will be sent. It is the bidder's responsibility to check the portal for updates.

This response of Divisional Commissioner, Konkan, so published shall become integral part of RFP document. No telephonic queries will be entertained.

In case of any clarification required by the Department on the bidder's proposal, the Department reserves the right to send written queries to any bidder and require responses within a stipulated timeframe.

5.7 Amendment of RFP Document

- **7.1.** All the amendments made in the document would be published at http://mahatenders.gov.in shall be part of RFP.
- **7.2.** Any such amendment will be notified on the MahaTender portal. The amendment will be binding on all Bidder. To give Bidder reasonable time to incorporate the amendment into their proposals, the Department may extend the bid submission deadline if necessary.
- **7.3.** The Bidders are advised to visit the aforementioned website on regular basis for checking necessary updates. The Divisional Commissioner, Konkan also reserves the rights to amend the dates mentioned in this RFP for Bid process.

5.8 Supplemental Information to the RFP

If the Divisional Commissioner, Konkan deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by reference into this RFP.

5.9 Revenues Department's right to terminate the process

Divisional Commissioner Konkan or RD may terminate the RFP process at any time and without assigning any reason. Divisional Commissioner Konkan or RD reserves the right to amend/edit/add/delete any clause of this Bid Document. However, this will be informed to all and will become part of Bid/RFP. In such case, the Department will not incur any liability towards Bidder.

5.10 Earnest Money Deposit

- Bidders shall pay, along with their Bids, Earnest Money Deposit ("EMD") of Rs. 5,00,00,000/- (INR Five Crore only) through online payment facility available on http://mahatenders.gov.in
- The EMD shall be in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD.
- Unsuccessful Bidders' EMD will be returned within 30 days from the date of opening of the financial Bid.
- Within 15 days of the successful Bidder furnishing the Performance Bank Guarantee as specified in this RFP, the Department shall return the EMD to such successful Bidder.
- EMD shall be non-transferable.
- The EMD may be forfeited:

- a. If a Bidder withdraws his Bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or
- b. In case of a successful Bidder, fails to sign the Agreement (annexed herewith and marked as Annexure VII) or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP; or
- c. During the Bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of Bid evaluation and finalization. The decision of the Divisional Commissioner, Konkan regarding forfeiture of the EMD shall be final & and binding upon Bidders; or
- d. During the Bid process, if any information is found false/ fraudulent/ malefice, then Divisional Commissioner, Konkan shall reject the Bid and initiate action if necessary

5.11 Authentication of Bid

Authorized person of the Bidder who signs the Bid shall have the authority by way of a board resolution passed by the Bidder which shall be submitted with the Bid. All pages of the Bid and its annexures, etc. shall be signed and stamped by the person or persons signing the Bid.

5.12 Authenticity of the information and right of verification

The Divisional Commissioner, Konkan reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP for the purpose of technical proposal. Any such verification or lack of such verification by the Divisional Commissioner, Konkan shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Divisional Commissioner, Konkan there under.

In case it is found during the evaluation of the responses or at any time during the subsequent project execution process, that the Bidder has made any misrepresentation or has given any false information in the proposal - the Bidder shall be disqualified forthwith (if not yet awarded the agreement either by issue of the letter of intent or entering into an agreement) and the Department would initiate appropriate action against the selected Bidder as per the laws of the land, if the agreement is already awarded.

5.13 Language of Bids

This Bid should be submitted in English language only. Any supporting documents or printed literature submitted by the bidder may be in another language, provided they are accompanied by an official translation in English, in which case, for purposes of interpretation of the bid, the English translation shall govern.

5.14 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected. The Technical Proposal and Financial Proposal should be prepared as separate documents. All formats provided in the RFP (annexures and forms) must be duly filled and submitted. Failure to adhere to the prescribed formats and completeness of information may lead to rejection of the bid.

5.15 Submission Process

The Bid should be a complete document and should be page numbered, indexed and bound as single set. The pages of the document should be numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

Bids sent by In Person /Courier Telex / Telegraphic / Tele-fax will be rejected.

Bidder must ensure that their e-bid is submitted on or before the Bid Due Date and Time. The MahaTender system will not accept late bids. It is advisable to upload well in advance to avoid last minute technical issues.

The bid submission on the portal will require valid Digital Signature Certificates (DSC) for the authorized signatory. Bidder should ensure the DSC is registered on the portal.

The electronic documents in Packets should be in PDF or the format allowed by the portal. The Financial BOQ is typically an Excel or online form which must be filled as instructed.

The e-tender portal will provide a receipt or acknowledgment once the bid is successfully submitted. Bidder should save this as proof of submission.

Modification/Withdrawal: Bidder may modify or withdraw their bid until the Bid Due Date. After the deadline, no modifications are allowed. In case of withdrawal, a written notice of withdrawal via the portal is required. The EMD of a bidder who withdraws a bid post deadline (during validity period) may be forfeited.

5.16 Bid Validity Period

The validity of all the Bids submitted in time in as set out under this RFP shall be 120 days from the date opening of the Financial Bid.

In exceptional conditions, Divisional Commissioner, Konkan may request the Bidder(s) for an extension of the period of validity of the bid up to 180 more days. Bidders will be required to extend the validity of the bids for such 180 days period. The validity of the EMD's should also be suitably extended if called upon to do so by Divisional Commissioner, Konkan. Bidders will have the right to refuse to extend the validity of bids beyond the said 180 days period and to withdraw the bids. The request and the responses thereto shall be made in writing (or email).

5.17 Bid Opening

Envelope A containing receipt of EMD shall be opened initially and if the EMD is as per the criteria then Envelope B shall be opened of the qualified Bidders only.

Envelope C containing Financial Proposal will remain unopened until the time of opening of the Financial Proposals.

At the end of the evaluation of the Technical Proposals, Divisional Commissioner, Konkan shall invite Bidders who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by Divisional Commissioner, Konkan.

5.18 Bid Evaluation Committee

The Department will constitute a Bid Evaluation Committee (BEC) comprising officials from the Divisional Commissioner-Konkan, Revenue Department and possibly independent experts or representatives from other departments or Consulting Agencies. The BEC is responsible for opening the bids, evaluating the proposals (Pre-Qualification, Technical and Financial), and recommending the outcome of the bidding process.

The BEC will carry out a detailed evaluation of the bids in three stages: (1) Pre-Qualification Evaluation, (2) Technical Evaluation, and (3) Financial Evaluation, as described in the sections below. The BEC's recommendations will be put up to the competent approving authority within the Department. The decision of the Department (competent authority) on the selection of the Successful Bidder shall be final and binding on all Bidder.

The BEC reserves the right to reject any or all proposals on the basis of any deviations [financial or technical] or any other considerations. The BEC may seek clarifications from Bidder if required, at any stage of evaluation, and Bidder are expected to respond in a timely manner. However, seeking of clarification shall not be an opportunity for the bidder to amend or change the original proposal submitted.

5.19 Pre-qualification Criteria

The Bidders who fulfil all the prequalification criteria stated below will qualify for further Technical Evaluation.

Sr. No.	Pre-qualification Criteria	Supporting Document to be furnished
51.140.	Fre-quantication Criteria	Supporting Document to be furnished
i.	 The Bidder should be a Company registered in India under the Companies Act, 1956/2013 Partnership firms registered under the Indian companies Act, 2013 Partnership firms registered under the India Partnership Act 1932 with their registered office in India 	 Certificate of Incorporation, Registration Certificate as issued by Registrar of Firms
ii.	The Bidder should be operating in the field of software development and providing software solutions in India last ten years prior to bid submission date.	 Attested copy of the Memorandum and Articles of Association Bye laws/Partnership Deed. Work Order of software development or customization or IT implementation project awarded to the Bidder for a work in India for each of last 10 years prior to bid submission date.
iii.	The Bidder must have an Average Annual Turnover of at least ₹500 Crore during the last three audited financial years (FY 2022-23, 2023-24, 2024-25).	 Certified copies of audited financial statements / extracts from the audited balance sheet and profit and loss statements for the last three financial years. Provisional financial statements AND Certificate from Chartered Accountant in Practice for turnover for last three audited financial years.
iv.	 The Bidder must have: A positive Net Worth in each of the last three financial years, Must have been profitable (Profit after Tax) in each of the last three financial years Must have a Net Worth of at least ₹100 Crore as of March 31, 2024. 	 Certified copies of audited financial statements / extracts from the audited balance sheet and profit and loss statements for the last three financial years. AND Certificate from the Statutory Auditor/ Chartered Accountant of Bidder explicitly specifying Net worth and Profit after tax.

v.	Bidder must not be under a declaration of	Affidavit signed by authorized
γ.	ineligibility / banned / blacklisted by any State or	signatory/ies of the Bidder
	Central Government / any other Government	eignweightes ei me Einer
	institutions in India for any reason as on last date	
	of submission of the Bid or convicted of economic	
	offence in India for any reason as on last date of	
	bid submission.	
vi.	The Bidder must have successfully implemented at	Work Order/Contract Agreement and a
	least one similar IT/ICT project of a minimum value of ₹100 Crore for any Central Government,	client-issued Completion Certificate or Performance Certificate or Go-live
	State Government, or Public Sector Undertaking	confirmation confirming the project
	(PSU) client in India in the last 7 financial years	value, scope, and successful execution.
	(i.e., contract signed on or after April 1, 2018).	The elient contest date its must be
	"Similar" refers to large-scale system integration	The client contact details must be provided for verification.
	projects involving application development,	provided for verification.
	infrastructure management, and field operations.	W. 1.0.1./G
vii.		Work Order/Contract mentioning RFID/GPS/GIS based tacking
		component as nature of work
	The Bidder must have at least one completed or	OR
	ongoing project which has a component of	Client certificate/letter confirming the
	RFID/GPS/GIS-based tracking, for a government	RFID/GPS/GIS based tacking
•••	entity in India.	component as nature of work.
viii.		Work Order/Contract mentioning Drone Usage, Supply, or Training as nature of
		work
		OR
		Client certificate/letter confirming Drone
	The Bidder must have at least one completed or	data usage, Supply, or Training as nature
	ongoing project involving Drone data usage, Supply, or Training for a government entity in	of work.
	India.	
ix.	The Bidder must furnish Manufacturer's	OEM MAF and OEM Undertaking,
	Authorization Forms (MAFs) from the Original Equipment Manufacturers (OEMs) specifically for	issued specifically for this tender, on the letter head of OEM.
	Drone equipment and Drone Data Processing	icuci ficad of OEWI.
	Software.	
	The Bidder must have at least one completed or	Work Order/Contract mentioning
Χ.	ongoing project involving issuance of online	issuance of online transport
	transport pass/permit/ticket/challan for a	pass/permit/ticket/challan/receipt as
	government entity in India.	nature of work
		OR
		Client certificate/letter confirming
		issuance of online transport
		pass/permit/ticket/challan/receipt as nature of work as nature of work.
1		mature of work as mature of work.

xi.	The Bidder must provide an undertaking that the	S
	proposed IT solution developed for the project will	the Technical Proposal Covering Letter
	be built on open-source technologies (imposing no	
	license cost on the Department) and will be	
	designed for high scalability.	
xii.	In case the Bidder does not have an existing office	Letter from Bidder, indicating their
	in Maharashtra, they shall submit an undertaking	presence in Maharashtra along with
	indicating that they shall set- up the indicated	complete address of the facility and
	office within 15 days of being awarded the work.	contact details of facility administrator.
		OR
		Undertaking indicating that the Bidder,
		shall open the
		set-up the indicated office within 15 days
		of being awarded the work.

5.20 Technical proposal guidelines

The invitation for Bids is open to all entities registered in India who fulfil technical criteria as specified in this RFP.

The Divisional Commissioner, Konkan intends to consider only those Bidders that have the capability and competency, in terms of technical strengths, experience and financial stability to address the requirements of the Divisional Commissioner, Konkan to implement the integrated IT solution.

The Technical proposal must not contain any pricing information.

The Bidder is requested to provide documentary evidence of experience, methodology or any other information provided in the technical proposal.

In case the RFP spells minimum requirement for a particular area, the Bidders is free to propose higher specifications, features, quantity etc.

In order to ensure transparency, the Bidders are requested to sign the Integrity pact as provided under Annexure V. Bidders' are required to unconditionally accept the "Integrity Pact" (executed on plain paper) as per format attached in Annexure V, and submit the same duly signed on all pages by the Bidder's Authorized Signatory along with the Technical Bid before Bid Due Date.

Technical Proposal be structured in the following major sections for clarity:

- Understanding of the Project: A brief narrative demonstrating the bidder's understanding of the objectives of the project, the challenges in monitoring minor minerals in Maharashtra, and the scope of the required IT solution. This may include an appreciation of the existing system (if any), stakeholder needs, and the expected outcomes from the new system (e.g., reduction in illegal mining, increased revenue, etc.).
- Proposed Solution: A detailed description of the solution the bidder proposes to implement. This should cover:
- System Architecture: Overall architecture diagram and explanation (application layers, integration layers, databases, etc.). Highlight use of drones, IoT, GIS, cloud, and other technologies.
- Application Modules: Description of all modules and features as per functional requirements (e-Tendering, e-Permit issuance, vehicle tracking, drone survey module, weighbridge integration, MIS dashboards, mobile apps, etc.). The bidder should confirm compliance to each functional

- requirement given in Section X (Functional Requirements Specifications) of this RFP. If any additional features are proposed as value additions, they should be described separately.
- Use of Emerging Technologies: Explain how technologies like drones with LiDAR, AI/ML for image analysis, IoT sensors (RFID/GPS), and advanced analytics will be integrated. For example, detail how drone survey data will be processed (3D Digital Twin of the site, orthomosaics, DSM/DTM generation, volume calculations with 15cm accuracy, how AI will detect anomalies, etc. Also describe the plan for bathymetric survey in rivers using USV boats and how that data will feed into the system.
- GIS and Geo-portal: Elaborate the GIS capabilities (plotting mining site boundaries, layering drone imagery on maps, real-time vehicle tracking on map, etc.). Confirm that the system will use an open-source GIS platform or equivalent with no user license limits. (uploading of the drone data directly to the GIS portal for drone data processing to generate 3D Digital Twin, Ortho, DSM etc)
- Workflow and Integration: Explain the workflow of key processes (e.g., permit issuance, royalty payment, dispatch and transit monitoring, enforcement actions on illegal mining alerts) and how the system integrates with external systems (e.g., SMS and email gateways, Government payment gateway (GRAS), existing Khanij online system modules, vehicle registration database (VAHAN), etc.).
- Cloud Deployment: Provide the design for hosting the solution on cloud primary Data Centre and Disaster Recovery (DR). Mention the preferred MeitY-empanelled Government Community Cloud (GCC) Service Provider and the planned architecture (redundancy, auto-scaling, etc.). Confirm that the cloud will be within India and meet security standards.
- Security Measures: Detail the security architecture (application security, data security, network security). Include plans for access control, encryption of sensitive data, compliance with security guidelines, etc. Also mention the approach for Vulnerability Assessment and Penetration Testing (VAPT) by a CERT-In empanelled auditor before go-live.
- Performance and Scalability: Commit to key performance benchmarks (e.g., system response times, drone data processing time, user concurrency support). Mention how you will conduct load testing to verify performance and the results you commit to achieve.
- Innovations and Value-Adds: If the bidder proposes any innovative components (like AI-based predictive analytics for hotspot identification, mobile app for field inspectors with offline mode, etc.) or any unique value addition beyond the RFP requirements, they should be described here.
- Approach and Methodology: This section should describe how the bidder intends to execute the project. It should include:
- Project Management Methodology: The overall approach (waterfall/agile/hybrid), tools and standards that will be used for development, testing, and deployment. Mention adherence to quality processes (if CMMI Level 5, describe how processes will ensure quality deliverables).
- Implementation Plan & Phases: Break down the project into phases (e.g., Inception, System Study & Design, Development, Testing, Training, Pilot, State-wide Rollout). Provide a project timeline (Gantt chart) with key milestones and deliverables. The timeline should align with the requirements in Section VIII (Project Timelines). Note: any dependency on Department inputs should be highlighted.
- Transition of Existing System: Since the scope includes taking over the incumbent system, describe your Transition-In Plan. This should cover how knowledge transfer from the current vendor will be done, audit of existing system, parallel run, and eventual switchover to the new system. Include a risk mitigation plan to ensure continuity of services during transition.
- Development of New Features/Upgrades: Outline how new functionalities (like advanced drone integration, bathymetry) will be developed and integrated gradually without disrupting ongoing operations. If an incremental upgrade approach is planned (module by module), specify it.
- Data Migration and Baseline Data Collection: If historical data from the existing system needs to be migrated, explain the strategy for data migration (data audit, mapping, cleansing, migration, validation). Also, elaborate on Baseline Data Collection methodology: how you will use drones to capture the baseline maps of all mining sites with 15cm accuracy – scheduling of drone flights, data processing pipeline including Drone data processing, and establishing baseline volume

measurements. Similarly, approach for initial bathymetric surveys of sand ghats (like scheduling USV boat surveys during dry season, data integration).

- Testing and Quality Assurance: Describe the testing strategy (unit testing, system integration testing, user acceptance testing). Confirm that a Load Testing exercise and a third-party VAPT will be conducted. Indicate the tools (for example, JMeter for load testing) and the plan to fix any issues found.
- Training and Change Management: Provide a training plan for end-users and administrators. Indicate the number of training sessions, batches, training locations (state, division, district levels), and training content (user manuals, videos in Marathi and English, helpdesk support during initial period). Explain how the new processes will be rolled out smoothly to users (miners, transporters, officials) possibly including awareness workshops.
- Helpdesk and Support: Describe the support model during operations. Include details on setting up a Helpdesk (call center) for user queries and issue resolution, support hours (likely 24x7 for critical issues, otherwise 8x6, etc.), ticketing system, and escalation matrix.
- Operations & Maintenance Approach: Explain how the system will be monitored and maintained over 5 years from go-live date. This should cover proactive monitoring of infrastructure and application (use of any monitoring tools), periodic maintenance activities, deployment of patches and updates, backup and restore procedures, and handling enhancements requests. Emphasize how gradual upgrades and continuous improvement will be managed over the contract period (for instance, adopting new drone models, improving algorithms, etc. as technology evolves).
- Service Level Agreement (SLA) Compliance: A subsection mapping to the required service levels (uptime of system, resolution time for issues, availability of drone services, etc.). Show understanding of consequences of SLA breach and plan to meet/exceed the SLA targets.
- Project Team & Staffing: Provide the organizational chart for the project execution team. Mention key roles and the persons identified for those roles (if possible, name the individuals and annex their CVs). Key roles would include Project Manager, Solution Architect, Lead Developer, GIS Specialist, Drone Operations Lead, Network/Cloud Architect, Security Expert, Database Administrator, Training Lead, etc. For each key role, specify whether the resource is full-time or part-time on this project and whether on-site in Maharashtra or off-site. Highlight any specialized personnel like licensed drone pilots, certified surveyors, etc., and their experience. If subcontracting portions (e.g., drone operations or cloud management), provide details of the partner and how coordination will be done.
- Infrastructure and Equipment Deployment: Clearly list the infrastructure that the bidder will provide as part of the project:
- Drones: Number of drones to be deployed (it is expected at least two (2) drones per district, total ~72 drones, will be made available). Provide specifications of the proposed drone models (match the specs given in Annexure for drones). Mention if drones are manufactured in India and DGCA-certified. Each drone's capabilities (camera resolution, LiDAR sensor presence, flight time, range) should be in line with the RFP's requirements.
- Bathymetry USV Boats: If sand mining in rivers is significant, mention providing Autonomous Survey Vessels (boats) for hydrographic surveys. Provide specifications of the proposed USV (as per Annexure specs).
- Hardware & Networking: Describe any other hardware to be provided (e.g., GPS devices for trucks if needed, RFID tags, rugged tablets for field officers, servers if any on-premises component, etc.). For cloud, detail the compute, storage, network resources planned at DC and DR. Confirm usage of at least Tier III data centers for primary and DR as per MeitY guidelines.
- Software: List the software platforms, frameworks and tools to be used (e.g., web application framework, database, GIS engine, drone data processing software, analytics tools). All software (except specialized drone processing) should be open-source or included in bidder's costs. If any third-party software is proposed, clarify licensing and ensure it doesn't impose cost on Department beyond bid price.
- Compliance: Ensure that all provided equipment will comply with relevant regulations (for drones: DGCA NPNT compliance, import guidelines if any; for IT: cybersecurity best practices, etc.).
- Work Plan & Milestones: Reiterate key milestones and deliverables. For example: Project kickoff, As-Is study report, System Requirement Specification, Design documents, Prototype/ Demo,

Interim Progress Reviews, UAT, Go-Live, etc., along with timelines for each phase. This should correlate with the Project Timelines in Section VIII. If the RFP mandates specific timelines (e.g., pilot in X months, full rollout in Y months), ensure the plan adheres to those or propose better (shorter) timelines if feasible.

- Risk Assessment & Mitigation: Identify the major risks to project success (technical, operational, logistical, regulatory etc., e.g., delay in permissions for drone flights, resistance from stakeholders in adoption, data privacy issues, etc.) and provide a risk mitigation plan for each. Include contingency plans for critical aspects for instance, if drones cannot fly due to weather, how will baseline data collection schedule adjust; if cloud outages happen, what fallback is; if incumbent vendor doesn't cooperate fully during handover, how will you address it, etc.
- Assumptions and Dependencies: Clearly state any assumptions made in the proposal (e.g., availability of certain data from Department, timely approvals for drone operations by local authorities, etc.) and any inputs or facilities required from the Department (e.g., office space for onsite team, coordination support with district offices, access to existing system's source code/data, etc.). The Bidder should keep assumptions minimal and realistic.
- Bidder are encouraged to use diagrams, tables, and illustrations wherever necessary to explain their solution and approach. The language should be clear and concise. Avoid generic statements; instead, tailor the solution specifically to the Department's context (Maharashtra minor minerals scenario).

5.21 Technical evaluation process

The Divisional Commissioner, Konkan may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications submitted by the Bidder on the Technical proposal should not have any commercial implications.

All such clarifications will be sent to the contact persons indicated in the proposal by email.

The responses by the Bidder to the queries raised by the Divisional Commissioner, Konkan will be treated as part of the proposal by the respective Bidders.

After the opening of Technical Bids, the BEC will first verify that all required forms and undertakings (cover letter, PoA, Integrity Pact, etc.) and EMD/Tender Fee are in order. Then, the committee will assess each bid against the Pre-Qualification criteria.

Only the bidders qualifying in the Pre-Qualification stage will be evaluated on their Technical Proposals.

The evaluation will be based on the information provided in the bid, the supporting documents, and possibly a technical presentation and demonstration by the bidder. The BEC may invite each qualifying bidder to make a presentation and/or demonstrate key features of their proposed solution. The date and time for such presentations, if required, will be communicated separately. The presentation will allow the committee to clarify understanding of the bidder's proposal and ask questions. It will also form a part of the technical scoring criteria (as indicated in TQ criteria below).

During technical evaluation, the BEC may also conduct site visits or reference checks for the highest scoring Bidder, if deemed necessary. The Bidder shall facilitate such visits or provide references if requested (such as enabling the Department to talk to a client of a past project to verify performance).

Each Technical Proposal will be evaluated on its merit and assigned a Technical Score (Ts) out of 100 marks according to the criteria in below section. The committee will examine whether the proposal:

- Is substantially responsive to the requirements (no material deviations).
- Demonstrates soundness of approach and completeness of scope coverage.
- Offers superior technology or innovative methods that add value.

Presents a qualified and capable team for execution.

If a bidder does not explicitly meet a particular sub-criterion (e.g., missing a required certification), the score for that sub-criterion will be zero. The BEC's scoring decisions shall be final and not subject to appeal. No correspondence will be entertained from Bidder regarding the evaluation process or results.

5.22 Technical evaluation methodology

The technical Bid has to comply with all the pre-qualification criteria as given in this RFP.

If any part of the Bid fails to meet the Pre-qualification requirements, the Bid in its entirety same shall be rejected.

The Commercial Bids of Bidders who do not qualify technically shall not be opened on MahaTenders portal.

For the technically qualified Bidders the commercial bids will be opened electronically on MahaTenders portal as per the provisions of the portal.

The evaluation methodology to determine the Technical Score (Ts) will be a point-based system, with a maximum of 100 points distributed across various criteria as defined in Section 24 below. The broad categories of evaluation include bidder's financial capacity, relevant experience (both general ICT projects and domain-specific experience), solution quality and technical approach, proposed technology & infrastructure, project team qualifications, and the quality of the bidder's presentation/proposal.

Each criterion has been assigned a weight (points). Some criteria are further broken into sub-criteria with their own points. The BEC will award points based on the degree to which each bidder's proposal fulfils the requirements of the RFP:

- Fully meets or exceeds the requirement: full or high points.
- Partially meets the requirement: proportionate or lower points (as per defined grading in the criterion).
- Does not meet or insufficient information: zero points for that item.

Minimum Qualifying Score: Bidder must obtain a minimum of 80 points out of 100 in the Technical Evaluation to be considered technically qualified. Only those bids with $Ts \ge 80$ will proceed to the Financial Bid opening. Bids scoring less than the cut-off will be treated as technically non-responsive and their financial bids will not be opened.

The Department, however, reserves the right to lower the minimum qualifying marks to ensure adequate competition, if necessary. Any such decision will apply uniformly to all Bidder.

5.23 Technical evaluation criteria

The Bidder must respond to all the criteria and meet the minimum marks to qualify for commercial evaluation. The Bid proposal should strictly be in line with the formats provided in this RFP. The Bidder, after meeting the pre-qualification criteria, is required to score minimum 80 out of 100 points in technical evaluation round to be qualified for financial evaluation round.

Sr. No.	Criteria	Support Documents	Max Points
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1	The Bidder's Average Annual Turnover from System Integration/ICT Systems Development and Implementation work in last 3 financial years (FY 2022-2023, FY 2023-2024, FY 2024-2025) Based on the Bidder's average annual turnover in the last 3 FYs: •> ₹1000 Cr: 10 marks •> ₹750 Cr up to ≤ ₹1000 Cr: 7 marks •≥ ₹500 Cr up to ≤ ₹750 Cr: 5 marks "All above values are in INR"	Certificate from the Statutory Auditor & Audited financial statements for (FY 2022- 2023, FY 2023-2024, FY 2024-2025)	10
2	 (a) Single Information and Communication Technology Project Value with any State or Central Government / any other Government institutions in India in 5 years prior to bid submission date: Project value ≥ ₹250 Cr: 5 marks Project value ≥ ₹175 Cr to < ₹250 Cr: 3 marks Project value ≥ ₹100 Cr to < ₹175 Cr: 2 marks (b) Mining Domain Experience (Max 5): One or more Information or Communication Technology projects with a Mining Dept. with any State or Central Government / any other Government institutions in India in 5 years prior to bid submission date: 5 marks 	Work Order/Contract Agreement and a client-issued Completion Certificate or Performance Certificate or Go-live confirmation confirming the project value, scope, and successful execution in India last 5 years prior to bid submission date.	10
3	Number of completed or ongoing projects for RFID/GPS/GIS and Remote Sensing Project for a government entity/PSU in India in 5 years prior to bid submission date: • 2 or more Projects: 5 marks • 1 Project: 3 marks Value of Single RFID/GPS/GIS and Remote Sensing Project with any State or Central Government / any other Government institutions in India in 5 years prior to bid submission date: • Project value ≥ ₹150 Cr: 5 marks • Project value ≥ ₹100 Cr up to < ₹150 Cr: 3 marks • Project value ≥ ₹50 Cr up to < ₹100 Cr: 2 marks	Work Order/Contract Agreement and a client-issued Completion Certificate or Performance Certificate or Go-live confirmation confirming the project value, scope, and successful execution in India last 5 years prior to bid submission date.	10
4	Number of completed or ongoing projects for Single Security Operations Center (SOC)/ICCC or surveillance project for a government entity/PSU in India in 5 years prior to bid submission date: • 2 or more Projects: 2 marks • 1 Project: 1 mark Value of Single Security Operations Center (SOC)/ICCC or surveillance project with any State or Central Government /	Work Order/Contract Agreement and a client-issued Completion Certificate or Performance Certificate or Go-live confirmation confirming the project value, scope, and successful execution in India last 5 years prior to bid submission date.	5

		T	
	any other Government institutions in India in 5 years prior to bid submission date:		
	• Project value > ₹50 Cr: 3 marks		
	• Project value > ₹30 Cr. 5 marks • Project value > ₹30 Cr up to ≤ ₹50 Cr: 2 marks		
	• Project value > ₹20 Cr up to ≤ ₹30 Cr: 1 mark		
5	Number of completed or ongoing projects for Drone Usage/Supply/Training for a government entity/PSU in India in 5 years prior to bid submission date:	Work Order/Contract Agreement and a client-issued Completion Certificate or Performance Certificate or	10
	• 2 or more Projects: 5 marks • 1 Project: 3 marks	Go-live confirmation confirming the project value, scope, and successful execution in India last 5 years	
	Value of single Drone Usage/Supply/Training project with any State or Central Government / any other Government institutions in India in 5 years prior to bid submission date:	prior to bid submission date.	
	•Project value > ₹20 Cr: 5 marks •Project value > ₹15 Cr up to ≤ ₹20 Cr: 3 marks		
	• Project value > ₹10 Cr up to ≤ ₹15 Cr: 2 marks	W 1 0 1 /C 1	
6	Number of completed or ongoing projects where Dashboard is developed for monitoring field operations/ construction/mining/excavation projects in in India in 5 years prior to bid submission date: • 2 or more Projects: 2 marks • 1 Project: 1 mark Value of Single Dashboard project for monitoring field operations/ construction/mining/excavation projects with any State or Central Government / any other Government institutions in India in 5 years prior to bid submission date: • Project value > ₹20 Cr: 3 marks • Project value > ₹15 Cr up to ≤ ₹20 Cr: 2 marks	Work Order/Contract Agreement and a client-issued Completion Certificate or Performance Certificate or Go-live confirmation confirming the project value, scope, and successful execution in India last 5 years prior to bid submission date.	5
7	• Project value > ₹10 Cr up to ≤ ₹15 Cr: 1 mark Number of completed or ongoing projects where Android/iOS application is developed for use in field by Government officials in India, in 5 years prior to bid	Work Order/Contract Agreement and a client-issued Completion Certificate or	10
	submission date (Max 5):2 or more Projects: 5 marks1 Project: 3 marks	Performance Certificate or Go-live confirmation confirming the project value, scope, and successful execution in India last 5 years	
	Value of Single completed or ongoing projects where Android/iOS application is developed for use in field by Government officials in India, in 5 years prior to bid submission date: • Project value > ₹10 Cr: 5 marks	prior to bid submission date.	
	 Project value > ₹7.5 Cr up to ≤ ₹10 Cr: 3 marks Project value > ₹5 Cr up to ≤ ₹7.5 Cr: 2 marks 		
	1 Toject value > 35 Ct up to 2 \$\frac{1}{2}\$ Ct. 2 marks	<u> </u>	

Total				
	n	Presentation of concept regarding further innovative ideas		3
	m	Surveillance with help of AI enabled CCTV with specifications		3
	l	GPS driven route deviation detection mechanism with AI/ ML algorithms.		3
	k	Automatic alert system regarding excess volume/area excavation with respect to geo fenced boundary.		2
		LiDAR based drone integration with the system and calculation of excavation quantity through drone		4
	i	Weighbridge integration with the system, Online Weighbridge – Seamless Weighbridge integration		2
	h	Presentation of concept regarding web-based portal, MIS, reports, charts etc.		1
	g	Presentation of concept regarding App for Consumers to register their project/demand, search nearby suppliers, order/raise request and receive material/confirm delivery		2
	1	Monitoring apps/concept, one for each - Revenue, Police, RTO departments and public		
		Presentation of concept regarding real time data binding on GIS Maps Presentation of concept regarding three distinct		2
		Presentation of concept regarding 3 ways of invoice generation through SMS, mobile app and web-based application		1
		Presentation of concept regarding payment gateway and GRAS and income tax website for TCS Collection integration with apps		2
		Presentation of concept regarding GPS Vehicle Tracking System/Concept		1
	a	Presentation of concept regarding CCTV and RFID Integration with Monitoring system/Concept	showing the mentioned points	2
10	Te	chnical presentation	Presentation of Concept showing the mentioned points	30
	Ì	O 9001:2015 and CMMI Level 3 (or higher): 3 Marks	signed and stamped by the authorized signatory of Sole Bidder / Consortium.	
9	ISC	rtifications D 9001:2015 and ISO/IEC 27001:2013 and CMMI Level or higher): 5 Marks	Valid Certificate issued by the Competent Authority which needs to be self-	5
8		e bidder is a state or central government public sector dertaking (PSU)/ Listed Company	Government accreditation letter/Incorporation Certificate	5

5.24 Financial Bid Evaluation

Divisional Commissioner, Konkan shall evaluate Financial Proposals of eligible Bidders. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the Bid may be rejected.

An 'Abnormally Low' Bid may be rejected by the Department at its discretion. For the purposes of this RFP, an 'Abnormally Low' Bid shall mean one in which prices quoted by the Bidder, in combination with other elements of the Bid, appear to be so low that it raises material concerns as to the capability of the Bidder to perform the obligations under this RFP, if it is declared the Successful Bidder.

5.25 Bid Evaluation Process

The Bids from bidders will be evaluated based on evaluation parameters mentioned below.

This is a Quality and Cost Based Selection (QCBS). The technical evaluation marks would be given 70% weightage and commercial evaluation marks would be given 30% weightage to arrive at a composite score. QCBS ensures a better technical solution by assigning higher weightage to the technical prowess of the bidder. The Bidder with the highest composite score shall be awarded the Contract. However, the Purchaser reserves the right to confirm the Bidder with the highest composite score as Successful Bidder subject to approval of the Revenue Department.

The steps for evaluation are elaborated in following sub-sections.

5.25.1 Stage 1: Pre-Qualification

- The Purchaser shall validate the Set 1 "Tender Fee and Earnest Money Deposit (EMD)".
- If the contents of the Set 1 are as per requirements, the Purchaser shall open the "Pre-Qualification Bid" (Set 2).
- Bidders would be informed of their qualification / disqualification based on the Pre-Qualification criteria through E-mail.
- Technical Bids of unsuccessful Bidders shall NOT be considered for the subsequent steps.

5.25.2 Stage 2: Technical Evaluation

- Set 3 "Technical Bid" will be evaluated only for those Bidders who succeed in Stage 1.
- The Purchaser will evaluate the Technical Bids of the short-listed Bidders to determine whether the Technical Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the Purchaser's discretion.
- The Bidders' technical solutions proposed in the Bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in this RFP.
- Bidders may be asked to give demonstration of the envisaged solution to the Purchaser as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.
- Bidders shall present the Bid to the Purchaser as per the agenda mentioned in this RFP.
- Each Technical Bid will be assigned a technical score (adjusted to two decimal places) out of a maximum of 100 marks. Only the Bidders who get a technical score of 80% or more will qualify for Commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- Commercial Bids of unsuccessful Bidders shall NOT be opened in the e-Tendering Portal.

5.25.3 Stage 3: Commercial Evaluation

- The Financial Bids of technically qualified Bidders will be opened 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.
- The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:
 - \circ Financial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}
 - o Adjusted to two decimal places.
- Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes, duties, charges and levies payable under respective statutes, except GST (Goods and Services Tax) and shall be in Indian Rupees and mentioned separately.
- Any conditional bid would be rejected
- Errors and Rectification: Arithmetical errors will be rectified as per the details provided later in this section.

5.25.4 Stage 4: Combined and Final Evaluation

- a. The technical and financial scores secured by each Bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- b. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows: -

Bn = 0.70 * Tn + 0.30 * Fn

Where:

Bn = overall score of Bidder

Tn = Technical score of the Bidder (out of maximum of 100 marks)

Fn = Normalized financial score of the Bidder

- c. In the event, the highest composite bid scores (Bn) of more than one Bidders are 'equal', the Bidder securing the highest Financial Score (Fn) will be adjudicated as the Preferred Bidder for award of the Project.
- d. If there is still a tie (which would imply identical Bn and Fn), the bidder with higher marks in the "Technical Presentation" component (TQ7) will be ranked higher.
- e. Divisional Commissioner, Konkan reserves right to further negotiate the financial quote with the Preferred Bidder. The Divisional Commissioner, Konkan may also, at its discretion, call for a best-and-final offer or negotiate with the top-ranked bidder to ensure best value.
- f. After determination of the top-ranked bidder, the DC-Konkan/RD will issue a Letter of Intent (LoI) to that bidder. The bidder shall acknowledge and accept the LoI within the stipulated time (typically 14 days) and proceed to sign the Contract Agreement within 30 days of LoI or within the period specified. The bidder must also submit the Performance Bank Guarantee (PBG) as described below at the time of contract signing.
- g. If the top-ranked bidder fails to accept the LoI or fails to provide the PBG or sign the contract in the timeframe, the DC-Konkan/RD may withdraw the offer and consult the next highest scorer (second-ranked bidder) for award or take any other appropriate action.
- h. The DC-Konkan's/RD decision on award of contract shall be final. The DC-Konkan/RD reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or any obligation to inform the Bidder of the grounds for

the DC-Konkan's/RD action.

Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

If there is any discrepancy in the Commercial Bid, it will be dealt as per the following:

- i. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the Unit Price and Total Price (which is obtained by multiplying the Unit Price with the quantity), the Unit Price shall prevail and the Total Price corrected accordingly.
- ii. If there is an error in a Total corresponding to the addition or subtraction of Subtotals, the Subtotals shall prevail, and the Total shall be corrected.
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iv. If there is such discrepancy in an offer, the same shall be conveyed to the Bidder with target date up to which the Bidder has to send his acceptance on the above lines and if the Bidder does not agree to the decision of the Purchaser, the Bid is liable to be ignored and will be rejected.

5.26 Performance Bank Guarantee

The Bidder shall at his own expense, deposit with department, within 15 working days of the date of issue of LOI, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank acceptable to the Department, payable on demand, for the due performance and fulfilment of the contract by the Bidder. The PBG shall be as per the format provided in Annexure III to this RFP.

This Performance Bank Guarantee will be for an amount equivalent to Rs. 10,00,00,000/- (INR Ten Crore Only). All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.

The Performance Bank Guarantee shall be valid till the end of expiration of tenure of the contract entered into between the Department and the SI or until the Divisional Commissioner, Konkan discharges this Performance Bank Guarantee (whichever is earlier).

The Performance Bank Guarantee shall be discharged/returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract, including any extensions, and upon submission of any other guarantee if required for an extended support period (if applicable). However, no interest shall be payable on the Performance Bank Guarantee.

Department shall also be entitled to make recoveries from the Bidders bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to violation of the SLAs or for other non-performance of the responsibilities of the SI.

Failure of the successful bidder to submit the PBG within the specified time shall constitute sufficient grounds for annulment of the award and forfeiture of the EMD. In such event, the Department may award the contract to the next best evaluated bidder or call for new proposals.

5.27 Commercial Proposal guidelines

Commercial proposal to include the covering letter as per prescribed format annexed with the RFP and marked as VI.

Unless explicitly indicated, the Bidder must not include any technical information regarding the services in the Commercial proposal.

The Commercial proposal must be detailed and must cover each year of the project term. The quoted price shall be applicable for the entire period of agreement.

The commercial Bid should be provided as per requirements given in this RFP.

The Commercial Bids of only the technically qualified Bidders will be opened for evaluation.

The Commercial Bids would then be opened in the presence of the Bidders' representatives on a specified date and time to be intimated to the respective Bidders.

Unconditional Bid: The financial bid should be free of any conditions. Conditional offers (like "assuming exchange rate of X" or "subject to availability of subsidy" etc.) will be rejected.

The bidder is expected to quote their firm and fixed price for the entire project on a Build-Own-Operate basis per Digital-Transport Permit (DigiTP).

While quoting the price per DigiTP, all technical and functional requirements mentioned in the scope should be factored in by the bidder. It is expected that all these requirements and functionalities including (but not limited to) system design, software development/customization, hardware & equipment procurement (CCTVs, drones, USVs, etc.), cloud hosting charges, manpower costs (development team, deployment team, O&M support staff), training costs, travel and incidentals, warranty and maintenance of all equipment, and applicable taxes and duties are adhered by the bidder for the entire duration of contract i.e. 5 years.

The format of quotation (exclusive of taxes) for purposes of financial bid evaluation, shall be as mentioned below-

Item description	Unit	Rate (INR per DigiTP excluding GST)	Rate (INR per DigiTP including GST)
Providing and supplying Digital Transport Permits as prescribed in RFP along with software, hardware and firmware solution for sand mining monitoring and carrying out all activities mentioned in RFP	Per Digital- Transport Permit (DigiTP)		

5.28 Inclusions in the costing

The bidder's quoted price per DigiTP shall be the only component which DC-Konkan/RD is liable to pay to SI on a monthly basis to System Integrator over the period of 5 years from go-live date. DC-Konkan/RD will not provide any additional payment for items that are required to fulfil the scope.

Following items are included in the above cost quoted by SI:

• Development of new features and maintenance of existing web-based Mining Monitoring System, android and iOS applications for Invoice generation and Monitoring, integration of GPS devices of multiple manufacturers with Vehicle Tracking module, integration of SMS gateways / WhatsApp gateway and payment gateways and integration with GRAS, long code and short code gateways, integration of miss call alert services, Development and maintenance of GIS module for spatial representation of data, hardware and servers required for system, Integration with external systems

like VAHAN, BPMS, Land Records, etc. Development and maintenance of Weighbridge System, drone-based tracking module etc.

- Hosting, support, maintenance of entire solution
- SMS / WhatsApp charges for all transactional messages and alerts sent through system, long code and short code charges for receiving SMS on server and miss call alert service charges
- Maintaining call centre and giving 24-hour support to all the users of the system.
- Operating State level and district level Control Room (24*7)
- Providing training to all users at District Head Quarters.
- Providing district level Mahakhanij system co-ordinator for each district who can support and facilitate smooth functioning of the system at all levels.
- Set up of Central Security Operations and Management Centre at Konkan Bhavan, Navi Mumbai.
- DC-Konkan/RD will onboard forensic analysts (outside the scope of RFP) to monitor security and operations of all mining sites, including monitoring outputs of surveillance reports, track leakages and improve overall governance of Mining sites across the state.
- Entire solution as mentioned in scope of work.

6 Project Outline

Maharashtra, one of India's most industrialized states, has substantial reserves of minor minerals such as sand (from riverbeds), stone (basalt), murum (soft rock), clay, etc. These materials are critical for construction and infrastructure development. The Revenue Department is responsible for regulating the extraction of these minerals, issuing permits, collecting royalties, and preventing illegal mining.

In recent years, rapid urbanization and development have increased the demand for minor minerals, leading to challenges such as:

- Unregulated and unauthorized mining activities that cause loss of revenue to the government and environmental degradation.
- Difficulties in monitoring remote mining sites and riverbeds with limited field staff.
- Manual, paper-based processes for transit permits and royalty payments, which are prone to leakages and forgery.
- Lack of real-time data to support enforcement by the time inspections happen, violations like over excavation or illegal transport may have already occurred.
- Localized conflict and law-and-order issues at mining sites due to illegal operators.

To address these issues, the Department launched a system (often referred to as "MahaKhanij") to digitize and automate the processes. This system provides modules for e-transit pass (eTP/DigiTP), e-Challan, etc., and included GPS tracking of sand transport vehicles and some basic drone survey trials.

MahaKhanij was developed with an aim to address the following key priorities and objectives of the Revenue Department:

- Better realization of revenue from Minerals.
- Prevent leakage of revenue through royalty evasion attempts, pilferage or illegal sourcing of material.
- Generating timely, reliable, and accessible revenue information.
- Prevent / Control Loss of revenue due to Mineral excavation without approval of Mining Plan, non/short realization of royalty from brick kiln owners, short realization of royalty & interest from lease of stone query, non-levy of penalty for illegal use of ordinary earth mud, etc.
- Improve the monitoring & reporting to control the revenue loss
- Tracking of Mineral movement from source to destination/consumer
- Creating database of demand and supply to ensure sufficient supply of Minerals for maintaining growth rate of State and reducing shortage of Minerals

- Sustainable extraction of Minerals and making them available for longer period; and Minimizing impact of Mineral extraction on environment through careful monitoring
- To do surveys with the help of modern technologies like electronic total station (ETS), LiDAR based drones, satellite imagery to monitor and evaluate the quantity/volume of excavated sand plots/ minor Mineral quarries in the state.

However, the Department now envisions a comprehensive upgrade – leveraging emerging technology (drones and AI) – to create a holistic Minor Mineral Management System. The project outlined in this RFP is an enhanced version of MahaKhanij portal, named for context as "MahaKhanij 2.0". It aims to establish an integrated platform that will enable end-to-end monitoring of mining operations from the point of extraction to transportation and final usage, ensuring transparency, accountability, and revenue enhancement.

> The key objectives of the project include:

Real-time Surveillance: Deploy autonomous drones across all districts to regularly conduct surveillance of mining sites (sand ghats, stone quarries) and capture high-resolution imagery and 3D terrain data. This will allow automated calculation of excavation volumes and detection of any unauthorized mining beyond approved boundaries.

Digital Workflows: Replace paper permits with online digital permits (Digital-Transport Permission) and integrate with checkpoints (via QR codes/RFID) to verify mineral in transit. Ensure every legal mineral transport is backed by a valid Digital Transport Permit.

Vehicle Tracking: Enforce installation of GPS devices on licensed transport vehicles and integrate their live locations into the central system. Any deviation from approved routes or suspicious stops can trigger alerts.

Weighbridge Integration: Electronic integration with weighbridges at mining sites or stockyards to capture actual loaded weight and ensure it matches the permitted quantity.

Baseline Mapping: Conduct one-time baseline surveys with 5 cm accuracy to establish reference ground surface levels at each mine. Subsequent drone surveys can then quantify the material extracted, by comparing against the baseline. This is crucial for auditing and royalty calculation.

Bathymetric Surveys: Introduce the use of Unmanned Survey Vessels (USVs) for underwater sand mining areas (rivers, dams) to measure depth and changes in riverbed profiles. This helps in quantifying sand extracted from submerged areas which drones (aerial) cannot assess.

Centralized Surveillance and Operations Centre: Set up a Central Control Room (and optionally, regional/district control rooms) equipped with a dashboard that shows all pertinent information — live drone feeds (during flights), processed maps, alerts (e.g., if a site's volume extracted exceeds allowed quota), vehicle movements on a GIS map, etc. This control room will be manned by forensic analysts onboarded by DC-Konkan/RD. These analysts are expected to coordinate with field officers (Mining Inspectors, Police) for any required action.

Data Analytics and Alerts: Use rule-based and AI-based analytics on the collected data. For example, flag any mine where extraction is close to its permitted limit, detect via image analysis if mining conducted beyond the lease boundary, correlate weight from weighbridge vs volume from drone imagery (to spot any underreporting), flag trucks that frequently take detours (possible illegal dumping).

User Portals and Transparency: Provide a web-based interface for various stakeholders – lease holders (to apply for permits, file returns), transporters (to register vehicles, get QR codes), revenue officials (to approve permits, track revenues), and even public (to report illegal mining incidents via a mobile app).

Revenue Assurance: Ensure that every brass of mineral extracted is accounted for and royalty paid. By closing the monitoring loop (from pit to stockyard to end-use), the Department expects a significant increase in royalty collection and a deterrent effect on illegal mining (leading to savings in environmental and social costs).

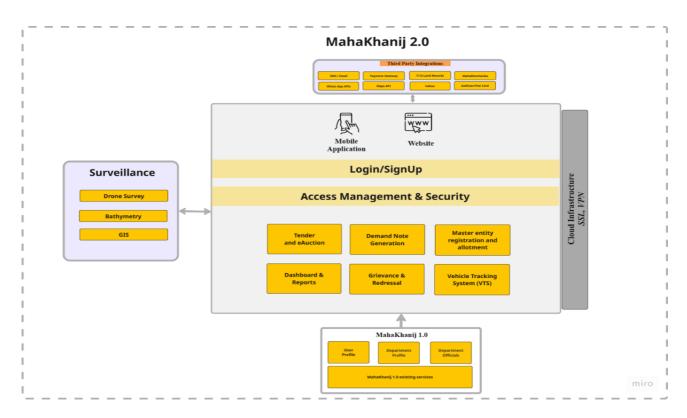
In summary, this project is not just an IT system but a technology-driven reform in minor mineral administration for the state. It combines domain knowledge of mining regulations with advanced technology to create a first-of-its-kind solution in the country. The selected System Integrator will thus play a pivotal role as a partner in achieving these outcomes over the contract duration.

The project execution will be under a PPP model (Build-Own-Operate). The SI will invest in developing and running the system, while the Department will make periodic payments linked to performance (with penalties for failing to meet SLAs, etc.). The Department expects a strong service orientation from the SI, with commitments to system uptime, timely updates, and support.

The subsequent sections detail the Scope of Work, Functional Requirements, Service Levels, and other terms that the SI must adhere to.

7 Scope of Work

The scope of services to be provided by the System Integrator (SI) under this project is comprehensive, covering the turnkey responsibility for the design, development, implementation, and maintenance of the entire solution. The SI shall procure, develop, configure, implement, operate, and support all components of the integrated IT solution in the name of the Revenue Department, Government of Maharashtra, meeting the requirements of this RFP.



7.1 Application Development

The SI shall carry out the following under application development-

7.1.1 Development, Maintenance and testing of existing integrated IT application

The System Integrator will be responsible for the maintenance of existing IT application and development of new features, integration with other systems, maintenance, testing and deployment of the integrated IT application. The integrated IT system should be able to support all common browsers (like Internet explorer, Mozilla, Chrome, Safari etc.) and should be responsive on all handheld devices; All the forms, challans etc., shall be available in the integrated IT system both in English and Marathi language.

Transition & Takeover of Existing System: The SI shall take over the operations and maintenance of the existing "MahaKhanij" system (the current minor minerals monitoring system) from the incumbent vendor in a planned manner. This includes:

- a. **Knowledge Transfer:** Engage with the incumbent vendor and Department IT team to understand the current system modules, database schema, infrastructure setup, and pending issues. The Department will facilitate meetings, but the SI must drive this process proactively.
- b. **Audit of Existing System:** Perform a quick technical and functional audit to document the current state including source code (the SI is expected to obtain and securely archive the source code, database and all relevant artifacts of the existing system), any custom hardware in use (like handheld devices, etc.), and current user base and transaction volumes.
- c. **Data Migration/Backup:** Backup all existing data. If the new system will use a different data model, plan for migration of legacy data (e.g., past permit records, registrations) into the new system's database, or at minimum, maintain the old data accessible for reference/reporting.
- d. **Continuous Service During Transition:** The SI shall provide necessary support personnel to keep the existing system running (bug-fixing, minor enhancements if needed) from the time of contract start until the new system is fully rolled out. There must be no downtime or service gap in citizen-facing or critical functions during the changeover. If required, the SI will run the old and new systems in parallel for a brief period and ensure proper cut-over after thorough reconciliation.
- e. **Handover Plan:** Within 30 days of contract start, the SI should finalize a Transition-In Plan, agreed with Department, detailing all tasks, responsible persons, timelines for the system takeover. The takeover should ideally be completed within the first 2-3 months. Post-takeover, the SI is responsible for the maintenance of the legacy system until its functionalities are fully replaced by the new system.

7.1.2 Development of MahaKhanij 2.0

The SI shall design, develop, configure/customize, and test a new integrated IT application that meets all functional requirements specified by the Department (see Section X for detailed Functional Requirements). Key aspects include:

- a. **Custom Software Modules**: Develop modules for core functions DigiTP issuance, royalty payment and accounting, vehicle and transporter registration, allocation and auction management for sand ghats or Mining Leases on Govt. Lands (if required), inventory management at stockyards, enforcement case management (for detected violations), user management and access control, and a comprehensive reporting MIS. Ensure bilingual support (English and Marathi) for all user interfaces and printables.
 - i. **Audit Trail:** The application should maintain an audit trail of all critical transactions and changes (who did what and when). This is important for legal evidence in case of disputes (e.g., if someone altered a permit quantity, the log should show it)

- ii. **Performance**: Design for efficiency pages should load quickly even on average internet speeds, the system should handle at least 500 concurrent users (indicative refine based on number of users: 36 districts * ~10 officials each + hundreds of transporters during peak, etc.), and be scalable to future expansion (more districts or addition of other minerals).
 - iii. User roles and access: Implement a robust role-based access control. Various user roles include: Super Administrator (state level), District Collector, District Mining Officer, Sub-Divisional officer, Taluka-level staff, Checkpost staff, Lease Holder (mine owner) login, Citizen login, Transporter login, Weighbridge Operator login (if system login needed for them), Drone Operator (if system login needed for them) and possibly public view access (for some data like list of authorized mines). Ensure each sees appropriate menus and data.
 - iv. **Multilingual**: The system should support Marathi (the official state language) especially for any interface used by citizens or local staff. For example, print formats for challans, permits, etc., might need to be bilingual (English header but content in Marathi or vice versa). All master data like mineral names, unit names, etc., likely need Marathi labels. Integration with Bhashini to be used for translation to other Indian languages if required by the department.
- b. **Drone Survey Module**: Build functionality to plan drone flights, capture imagery data input (integration with drone data processing software outputs), and store geo-referenced maps. This module should allow comparison of subsequent survey results with baseline to compute volume extracted. It should also enable users to view overlay of drone images on GIS maps and identify any out-of-bound mining visually. The SI shall integrate the drone imagery processing either through a third-party software (which could be on cloud or on a local server) or using open-source photogrammetry tools. The end results (3Dphotos, 3D models, elevation grids) are to be linked to the concerned mining site in the application. The SI shall conduct Lidar based drone mounted survey integration with the Mahakhanij system to measure and map excavation depth
- c. Bathymetry Module: Similarly, create a feature to input and store bathymetric survey results (depth measurements) for riverbed mining locations if required. Possibly integrate with the output from the echosounder software. The system should generate cross-s sectional profiles and compute changes in riverbed cross-section over time to estimate volume of sand extracted from water. On a monthly basis the volume of the mines with large reserves will be calculated and this will be mapped with approved area, volume, excavation quantity and royalty. This data will be made available to Forensics analytics team onboarded by DC-Konkan/RD for further analysis and investigations if required. The system shall have mechanism to generate automated alerts with the help of AI in the integrated IT System whenever excavation exceeds sanctioned depth limits.
- d. **GIS module**: Incorporate a GIS viewer within the application. All mining plot boundaries (latitude/longitude coordinates of lease perimeters) will be stored, and the system will use a GIS engine to display these on a map (like Google Maps or an open-source equivalent). Drone images and other spatial data will be overlaid on this map. Users should be able to toggle layers (e.g., cadastral map, satellite imagery, drone image, plot outlines, vehicle locations). The SI may use open-source libraries (Open Layers/Leaflet) and a map tile service (like an open map tile server or Google Maps API if within allowed usage).
- e. **Mobile apps (iOS & Android)** The system developed by the SI shall include mobile applications (for both Android and iOS) to strictly monitor illegal mineral movement. The applications shall also incorporate litigation flow for all minerals and include all relevant G.R.s and user manuals, updated as required. The app's look and feel (UI/UX) must be highly attractive, user-friendly, and easy to navigate. The applications shall be made available for following users in iOS & Android, as listed below:

- a. Government Officers
- b. Field Supervisors (applicant)
- c. Transporter & Driver
- d. Broker/Traders
- e. Consumer
- f. External System Integration: The application must integrate with various external systems and devices:
 - **GPS Devices**: Accept data from GPS tracking devices installed on trucks. Possibly via a middleware or by pulling from a dedicated tracking platform that devices report to. The SI may need to supply a Vehicle Tracking System if one isn't already in place. The integration will plot vehicle positions and raise alerts for route deviations or stopping in unauthorized areas. The system shall have GPS driven route deviation detection mechanism with AI/ ML algorithms layered on top of existing GPS tracking to spot suspicious early returns or deviations from approved routes.
 - Weighbridges: Interface with electronic weighbridges at mining sites or stockyards. This could be via a small utility that reads the weight output from the weighbridge controller software and transmits it to the central server. The SI will develop the necessary connector and ensure tamper-proof data capture of weight (with timestamp, vehicle ID). Ensure each weighbridge measurement is tagged to a DigiTP (this means the truck driver or operator at weighbridge should input the Permit/Challan number before weighing). If weight > permitted, system flags it and possibly prints an alert on weigh slip. Maintain these records in system for audit (if a drone highlights extraction beyond approved DigiTP, cross-check on weighbridge-recorded dispatches can be conducted).
 - Payment Gateway (GRAS): All fees/royalties should preferably be collected through the Government Receipt Accounting System (GRAS) or any other Govt. accounts as approved by state government or any other payment gateway approved by state government. Integrate so that after a permit application, the user is directed to online payment, and upon success, the permit/order is issued. Alternatively, integrate any designated payment mechanism provided by the state/central Govt. Department e.g. Income Tax Dept. etc..
 - SMS, WhatsApp & Email integration: The SI will integrate the relevant modules, functions, etc., of integrated IT solution with Mobile Service Delivery Gateway (MSDG) of Government of India for SMS & Email gateway functionalities or any other gateway made available by the Government of Maharashtra, or any other gateway agreed upon between Department and System Integrator.
 - Chatbot Solution: The proposed Chatbot solution should provide following to the users such as:
 - i. How to apply for permit?
 - ii. How to apply for License?
 - iii. How to surrender/ cancel lease?
 - iv. Procedure to pay online fees?
 - v. How to Register Mineral Carrying vehicles?
 - vi. How to file returns online?
 - vii. How to generate e-pass?
 - viii. How is the demand assessment done?
 - ix. List of seized minerals to be auctioned.
 - 1. Chatbot should be operational for 24 x 7 for 365 days a year.
 - 2. Chatbot should be able to maintain a conversation with the user in user-friendly manner.
 - 3. The Chatbot should allow the user(s) to resume their conversation within a predefined time duration.

- CCTV & RFID: The System should be capable of being used for monitoring and integration with external devices like RFID tags, RFID Scanners, CCTV cameras and Smart cards for vehicles etc.
- Integration with Digi-locker to fetch documents such as Driving Licenses, Aadhaar Card, Pan Card etc.
- Other Integration: The SI should integrate relevant modules such as 7/12 Land Records/Mahabhulekh, Maha Bhunakasha GIS Map, Vahan/MoRTH API, e-QJ Court, Revenue Department HRMS System, for interstate transport other state's mining Software/system if any, Boom Barrier Gateways, Bhashini Integration and any other required integrations.
- a. **Legacy Data Import:** Migrate/import relevant master data from the legacy system (such as list of leases, current permit books, vehicle registrations, user accounts) into the new system so that operations can smoothly continue.
- b. **e-Tender and e-Auction Services for plots/quarries -** The system developed by the SI shall have the facility for e-Tendering and e-Auction of mine leases and sand ghats. The Revenue Department will decide whether to use the e-Auction service provided by the SI or the one made available by NIC; however, the system shall include the capability to perform e-Auctions.
- Facility to load proposals with estimated values in terms of quantity and money value of foreseen plot across state
- Approvals of proposals and Packaging for tendering can be done
- Publishing auction dates and real time auctioning in secured environment will be done
- Collection of tender fees, registration fees and EMD are processed
- Proposal Submission Process- The system shall allow users to register and submit proposals online.
 Applicants can upload required documents, which will be validated automatically. Each submission will receive a unique ID and acknowledgment. The system will monitor submission deadlines and notify applicants of the proposal status.
- g. **Demand Note Generation, Payment Collection and Reconciliation -** The system developed by the SI shall include the facility to generate demand notes for the bid winner/lessee. The lessee shall have access to the demand note, which will show Royalty, DMF, TCS, GST, Surface Rent, various local body taxes, and SI charges. The system shall integrate a payment gateway to facilitate tax payments and support reconciliation processes.
 - Bid winner / Lessee will get login credentials of MahaKhanij Portal.
 - Lessee will get access to demand note in which he will be able to see Royalty, DMF, TCS, GST, Surface Rent, various other local body taxes (whichever applicable) and SI charges.
 - Lessee is allowed to pay against the quantity for Royalty payment (Mahakhanij 2.0 and GRAS integration) and other payment (DMF and other payments collection).
 - In case of existing quarries, lessee is allowed to pay for additional quantity approved after assessment of the quarry by authorities.

a. Master entity registration and allotment

- All Quarries / secondary units and their lease holders are to be registered on MahaKhanij 2.0 portal and stored on the GCC.
- Geo-fencing of all the Quarries / secondary units is expected to be done.
- Order registration is done after e-auctioning process. The details of mineral allocated quantity, order validity and order number are registered.
- Issue of DigiTPs (Receipts) equivalent to allocated quantity to each lease holder. These TPs will be bar-coded, and their barcodes gets registered on server in the name of Quarries / secondary units before issuing to any lease holder. QR code will also be present to validate the DigiTP.

- Lease holder can create supervisors and assign each Quarries / secondary units for issuing of DigiTPs to vehicles.
- Registered supervisors are provided with mobile application (Android/iOS), through which they can generate the DigiTP.
- h. **Mobile App for Field Monitoring** The system developed by the SI shall monitor illegal mineral movement through a mobile application (Android and iOS). The access-based app will provide tracking reports on daily lifting, monitoring performance, illegal vehicles found, fines, etc., and send real-time updates to the server. Develop a complementary mobile application (Android and iOS) for field officers and possibly for lease holders. Field officers' app may allow them to see nearest active mining sites, check permits (by scanning QR code on vehicle challan), report an incident (with photos, geo-tag), and receive alerts.
 - Monitoring is done by Revenue, Police and RTO Staff. All these departments roontrol illegal mineral movement through the Rules and Regulations and laws concerning their department. The Department officer is provided with Mobile application (android and iOS), which have access to Mahakhanij 2.0 Portal based on their area of authority. This app is expected to have user levels like State, Division, District and Tehsil levels.
 - Mobile application (android and iOS) can track reports about daily lifting, monitoring performance, illegal vehicles found, fine details, e-panchanama feature etc.
 - Whenever any officer intercepts any Mineral transporting vehicle, they can check its validity by scanning the barcode on the receipt, scanning the QR code, by entering DigiTP number or simply by entering vehicle number in the Mobile (Android/iOS) application.
 - Officer gets all details of Mineral transporting vehicle on his mobile application. Vehicle intercepted location, details of officer with GPS location gets recorded on server.
 - GIS mapping and drone surveillance provide new edge to monitoring.

A simpler version for citizens could allow them to report illegal mining sightings (with photo and location) which get logged in the system for action.

- a. **Dashboard & Reports** The system shall include advanced analytics featuring dashboards and reports such as invalid vehicle reports, vehicle interception reports, daily lifting reports, officer performance reports, etc. These dashboards and reports will be updated in real time.
- State-wide mining monitoring personalized centralized information dashboard is created for realtime monitoring and displaying of various performance indicators on an easy to navigate configurable & customizable GUI. Real time alert generation of illegal activity can be tracked.
- Various reports are generated such as Invalid vehicle report, Vehicle interception report, daily lifting report, officers' performance reports etc.
- All activities happening in the field can be tracked real-time through the Mahakhanij 2.0 portal.
- Users can access it at different levels. There is a District Level user, Division level user and state level user. Each user can see reports as per his/her respective jurisdiction.
- This dashboard will enable forensic analysis of activities being conducted on field by all stakeholders.
- Further information required for analysis like GPS data, GIS data, logs, timestamps etc will have to be made available by SI to the analytics team if required.
- i. **Grievance & Redressal** The system shall have a provision for users to raise grievances regarding system usage, demand notes, payments, or other issues. Each grievance will be assigned a unique tracking ID. The system will include an automated redressal workflow with escalation, tracking, and resolution timelines, along with alerts and reporting features.

- j. **Vehicle Tracking System (VTS)** The SI shall develop and integrate the Vehicle Tracking System (VTS) to enable live and historical tracking of registered mineral transport vehicles, ensuring compliance with e-TP/DigiTP routes and preventing illegal activities such as route deviation or unauthorized dumping.
 - Live tracking and movement of registered (in Mahakhanij 2.0 portal) vehicles transporting minerals in the State of Maharashtra from source to destination as per DigiTP.
 - Tracking of mineral transporting vehicles to prevent activities like route deviation, illegal mining by tracking real time as well as historic vehicle location data.
 - Ensuring that the mineral is offloaded / delivered at the designated purchaser's location and as per the destination given in DigiTP.
 - Increased transparency in mining and its logistics activities.
 - Ease of investigation in matters illegal utilization of vehicles, dumping of mineral at non-designated locations, tracking of route etc.
 - Vehicle carrying valid DigiTP is displayed as Green, while path of vehicle with invalid TP displayed as Red and the path of vehicle which has unloaded sand will be seen in orange.
 - The system shall have AI enabled module for time and distance analytics with respect to automatically flag vehicles completing a trip faster than expected, indicating potential unauthorised dumping/mid-route mineral dumping, also cross-verification with permit validity to correlate pass issuance/ validity times with vehicle movement logs to detect repeated misuse or suspicious activity.
- k. **Real time data pipeline** The system shall have module for integration and reporting like real time data pipeline to ingest continuous streams of GPS data, Lidar measurements, CCTV and drone feeds into an AI/ML processing engine, User-friendly dashboards and instant alerts in case of anomalies, also scalability and continuous learning to adapt and improve new data like mining locations and evolving tactics of fraud.
- 1. **Use of AI** The system shall use AI in analysis of all minor minerals data, reporting, grievance redressal and automatic messaging to Revenue Machinery. AI to be used to monitor CCTV feed to identify malpractices of any.
- m. Other Modules The System shall have other modules as specified in the detailed functional requirement.
- n. **e-TP/DigiTP** (Electronic/Digital Transit Pass) —The system shall have an **e-TP/DigiTP**) module that issues digital permits for authorized mineral transportation, replacing traditional paper passes. It shall enable real-time tracking of trucks and ensure compliance with transport regulations.
- o. Remote Sensing Technology- The system shall have a remote sensing technology to monitor land use, vegetation cover, and mining activities over time. It shall support satellite imagery analysis for environmental compliance, illegal mining detection, and reclamation tracking.
- p. Check Post Module: The system shall have a check post module to enable automated vehicle entry/exit recording, mineral verification, GPS integration, and fraud detection, thereby reducing illegal transportation and revenue loss.e-Return Module: The system shall have a e-Return module facilitates seamless e-filing of mineral returns with auto-validation of data, compliance with statutory formats, and improved transparency.
- q. **Recovery Module**: The system shall have a recovery module facilitates litigation flow, online fine generation & recovery, digital payment integration, automated reminders, and complete audit trails leading to higher recovery efficiency and accountability.
- r. **Vehicle Breakdown module:** The system shall have a vehicle breakdown module will allow transportation of minerals through another vehicle in case the vehicle mentioned in the e-Transit Pass breaks down. Also allows real-time breakdown reporting, route revalidation, GPS verification, vehicle switch facility and online approvals to ensure transparency and prevent misuse of breakdown claims.

- s. **Kumbhar/Wadar Community online application facility** This functionality enabling members of the Kumbhar/Wadar community to submit online applications for permissions, schemes, and entitlements will be retained and enhanced. Khanij Portal shall provide a simplified user interface, end-to-end digital application lifecycle, real-time status tracking, and auto-notification features to ensure ease of access and transparency for community members.
- t. **E-Panchanama module** The facility of processing Panchanama (statutory documentation and preapproval process of site inspections) online will be seamlessly integrated for all minor minerals. In the upgraded system such as GPS, Evidence(photo/video), digitally verifiable certificates, workflow-based approvals, integration with digital signature services.
- u. **Mineral Trading Platform-** The trading platform for mineral buying, selling, and stock management will be supported to a robust e-marketplace module. The new system shall support bid-based transactions, role-based access for traders, transporters, and lessees, compliance checks with mineral dispatch permits, and blockchain-ready audit trails to ensure transparency and prevent illegal trading.
- v. **M Sand module** The facility for booking and allocation of Manufactured Sand (M-Sand) under Government policy should be developed in portal with real-time availability checks, slot booking, digital payment integration, and auto-generation of transport challans. The developed application will ensure efficient demand-supply management, end-user transparency, and policy compliance monitoring.
- w. **Star Rating/Feedback module:** The system shall have a star rating/feedback module to enable citizen/stakeholder engagement, promote service quality benchmarking, and ensure accountability of lessees, transporters, and system users.

7.1.3 Training

- **a.** Training Content Development: The System Integrator (SI) shall be responsible for creating comprehensive training materials tailored to the specific roles and responsibilities of the Revenue Department staff. This includes the development of user manuals in both English and Marathi for various user groups, such as "User Manual for Mine Owners," "Officer's Handbook," and "Drone Operations Manual." Additionally, the SI will produce quick reference guides, frequently asked questions (FAQ) documents, and video tutorials for essential tasks, such as the online application process for Mahakhanij system for all stakeholders.
- b. Training sessions The System Integrator (SI) shall conduct structured training programs for the Revenue Department staff, which will include, at a minimum, a training session at the state headquarters for master trainers, followed by training sessions at each division or district for field staff. Additionally, the SI will organize sessions for mine lease holders and their operators, potentially at the district level, to explain the new processes for obtaining permits and ensuring compliance. Training will also extend to third-party partners, such as weighbridge operators and law enforcement personnel, who may utilize the system. The SI will be responsible for scheduling all training sessions, and the proposed schedule will be shared with the Department for approval prior to implementation. The Department will provide the necessary space and infrastructure for conducting these training sessions.
- **c. Handholding sessions:** During the roll-out phase in each district, the System Integrator (SI) team shall allocate several days to be onsite, providing hands-on support to users. For instance, when the initial drone surveys are conducted, local staff will be actively involved in the process to facilitate learning. Similarly, when the first e-challans are implemented at check-posts, SI personnel will be present to assist and guide users through the new procedures. This hands-on approach will ensure a smooth transition and effective utilization of the system.

- d. Senior Officers Training: This training program will be specifically designed for senior officers of the Revenue department. The training will adopt a higher administration perspective, emphasizing the effective utilization of dashboard features and reporting functionalities. The focus will be on equipping senior officers with the skills necessary for effective monitoring and supervision of mining operations, ensuring they can leverage the system's capabilities to enhance decision-making and oversight. Approximately 50 users would be requiring this training.
- e. Lease Holder Training: This training program will be provided annually to all mining site lease holders and their representatives, focusing on the usage of all modules within the integrated IT solution that lease holders will be utilizing. The training will be conducted following the successful auction of mining plots each year. It will be offered in a hybrid format, allowing lease holders to attend either in-person or virtually, depending on their preference. This approach ensures that all participants are well-equipped to effectively navigate the various functionalities of the system.
- **f. Annual Training:** This training program will be conducted annually for all new end-user joiners, department officials and senior officers focusing on the usage of all modules within the integrated IT solution. The training will be conducted at Division level (one at each of the 6 divisions), at locations designated by the Department. This initiative aims to ensure that all new users are adequately equipped with the knowledge and skills necessary to effectively utilize the system.
- g. Refresher courses: To maintain proficiency and ensure that users remain up-to-date with the integrated IT solution, periodic refresher courses will be offered for existing users. These sessions will focus on reinforcing key concepts, addressing any challenges users may face, and introducing any new features or updates to the system. By providing these refresher courses, the System Integrator will help users stay informed and confident in their ability to utilize the system effectively. This ongoing training approach will not only enhance user competency but also contribute to the overall success of the system by ensuring that all users are equipped with the latest knowledge and skills. Refresher courses can be conducted virtually by the system integrator.
- h. Training for System Updates: Recognizing that technology is ever-evolving, training sessions will be scheduled whenever significant updates or new features are introduced to the integrated IT solution. These training sessions will ensure that all users are familiar with the changes and can effectively leverage the new functionalities. By proactively providing training for system updates, the System Integrator will help minimize disruptions and ensure a smooth transition to the enhanced system. This approach will not only keep users informed but also foster a culture of continuous learning and adaptation, ultimately contributing to the overall success of the system. This training on system updates can be conducted virtually by the system integrator.
- i. Assessment and Feedback: To ensure the effectiveness of the training programs, assessments or quizzes will be incorporated at the end of each session. These evaluations will help gauge the participants' understanding of the material covered and identify areas that may require further clarification. Additionally, feedback will be actively solicited from trainees regarding the training content, delivery methods, and overall experience. This feedback will be invaluable for continuously improving the training programs, allowing the System Integrator to adapt and refine the content to better meet the needs of the users. By fostering an environment of open communication and improvement, the training initiative will evolve to remain relevant and effective.
- **j. Support and resources:** To facilitate ongoing user success, a robust support system will be established, providing resources for assistance post-training. This may include a dedicated helpdesk or support personnel who can address user inquiries and troubleshoot issues as they arise. Additionally, all training materials, such as user manuals, quick reference guides, and video tutorials, will be made easily accessible for future reference. By ensuring that users have access to comprehensive support and resources, the System Integrator will empower them to navigate the integrated IT solution confidently and effectively, ultimately enhancing user satisfaction and system utilization.

k. Acceptance of Training:

MahaKhanij 2.0 application and module enhancements will require the user training, and this will be quarterly/semi-annually assessed for acceptance of the training. The trainees will give the training evaluation form in following format.

	Mahakhanij 2.0 Training Evaluation Form	<u>1</u>		
Date:				
Modules	Name:			
Trainer's	Trainer's Name:			
Sr. No.	Evaluation Criteria	Yes	No	
1	All functionalities of the module are covered?			
2	Features demo is given by the trainer			
3	Trainees used the features on the system			
4	The trainer appropriately addressed the queries of the trainees			
5	Training material was relevant			
Name of Trainee:				
Sign:				

> The training evaluation will be made based on following:

- 1. Training effectiveness = Total Count of Yes x100 / (Total count of No+ Total Count of Yes)
- 2. If Training effectiveness >= 70% then training is accepted.
- 3. If the training effectiveness is < 70% then the SI need to impart the training again.
- 4. Feedback form shall be applicable for both online and offline trainings.

7.1.4 User Profiles and Account Management

The proposed solution should have capabilities to create profile of all stakeholders in MahaKhanij 2.0. The profile management would vary for each of the stakeholders based on their roles defined in the system.

User access management should be such that each role only accesses authorized data (e.g., a District Officer sees data of their district only, a lease holder sees only their own mines). The system should log all login attempts, password changes, etc. Enforce strong password policy and multi-factor authentication for sensitive roles if possible. The state level system administration, Forensics analytics team, SI must also implement periodic user review – e.g., accounts dormant for 6 months get flagged for deactivation, to be safe.

The below section elaborates the creation/updating of user profiles for each of the **stakeholders** of MahaKhanij 2.0.

- f. **State Level System Administrator**: The state-level system administrator will manage user accounts and permissions for the entire system. Their profile will include functionalities for user registration, role assignment, and access control. This role will also involve monitoring system integrity, troubleshoot technical issues, and ensure the overall security of the platform. State level administrator will be able to configure new users for State and Division level.
- g. **Division Level System Administrator**: Division-level system administrators will have profiles that empower them to manage user accounts and operations within their respective divisions. Their responsibilities will include creating and updating user profiles, providing technical support, and ensuring compliance with local regulations. They will play a crucial role in facilitating smooth operations at the divisional level. State level administrator will be able to configure new users for division, district or block level. However, these will need to be approved on the system by State level system administrator.
- h. **District Level Officers:** They will have profiles that provide access to strategic dashboards and comprehensive reporting tools. Their profiles will enable them to monitor system performance, analyze data trends, and oversee compliance across various operations. Regular updates will ensure they are equipped with the latest functionalities and insights necessary for effective decision-making.
- i. **District Mining Officers:** District mining officers will have profiles that grant them access to monitoring tools and reporting features tailored to their districts. Their profiles will include capabilities for overseeing mining activities, conducting inspections, and managing compliance with local mining regulations, thereby ensuring sustainable practices within their jurisdiction.
- j. **Sub Division Officers:** They will have profiles that provide access to strategic dashboards and comprehensive reporting tools. Their profiles will enable them to monitor system performance, analyze data trends, and oversee compliance across various operations. Regular updates will ensure they are equipped with the latest functionalities and insights necessary for effective decision-making.
- k. **Tahasil Level:** They will have profiles that provide access to strategic dashboards and comprehensive reporting tools. Their profiles will enable them to monitor system performance, analyze data trends, and oversee compliance across various operations. Regular updates will ensure they are equipped with the latest functionalities and insights necessary for effective decision-making.
- Mining Site Lease Holders/Quarry Permit Holders/Trading License Holder: Mining site lease holders
 will have profiles (company name, owner details, lease license details, GST, PAN etc) that enable them to
 manage their mining operations effectively. This includes functionalities for permit applications, invoicing,
 and compliance tracking. Their profiles will also provide access to training resources and support materials
 to ensure they can navigate the system proficiently.
- m. **Transporters of Mining Extract:** Transporters will have profiles (company name, owner details, registration details, fleet info, GST, PAN etc) designed to manage their transport activities, including the issuance of e-permits and tracking mineral movements. Their profiles will contain essential documentation, vehicle details, and compliance records, ensuring adherence to regulations and facilitating efficient logistics management.
- n. Forensics Analytics Team: The forensics analytics team will have specialized profiles that grant them comprehensive access to all types of data and information within the MahaKhanij 2.0 system. Their profiles will be equipped with advanced analytical tools and functionalities, enabling them to monitor compliance with government regulations and identify potential leakages within the system. Utilizing Geographic Information Systems (GIS), Global Positioning Systems (GPS), and user data, the team will conduct indepth analyses to ensure the smooth functioning of mining operations. Regular updates to their profiles will ensure they have access to the latest data sets and analytical capabilities, empowering them to perform their monitoring and investigative duties effectively. This role is crucial for maintaining transparency and accountability within the mining sector.

7.2 Periodic reporting

The SI shall submit periodic reports containing information about quantity of Minerals lifted from each spot, invalid vehicle report and the like.

7.3 Dashboard and reporting

The cardinal objective of the proposed System is to provide summarized, timely and accurate information to the higher officials of the RD to aid them in their day-to-day decision-making process as well as for their long-term strategic planning. The different modules described above will have the necessary reports/ outputs to meet the requirements of the transaction processes. To get a holistic view of the entire operation and management of the Divisional Commissioner, Konkan, the top officials of the Department would be required to access data from different modules and view them in a meaningful way. Hence, on top of all the modules proposed to be developed, a module for Management Information System – ("MIS") – is proposed to be built which would present to the top management a summary view of the entire gamut of activities of the Divisional Commissioner, Konkan to enable effective planning, monitoring, controlling and review activities of the Divisional Commissioner, Konkan at different levels of the management hierarchy.

The proposed System shall be required to provide extensive reporting options to address the needs of all the levels of management of the Department (operations, middle level as well as top management). The System shall be required to provide drill down options (allowing detailed examination of a particular aspect) and alert facilities for the various levels of hierarchy within the Divisional Commissioner, Konkan to effectively control, monitor and review the Divisional Commissioner, Konkan operations.

7.4 Call centre Management

SI shall maintain a 24*7 call centre to support all the stakeholders of the system. All kind of system related support and service shall be provided to all stakeholders through call centre. The operational expenses of the same shall be included in the commercial proposal, no separate budget is allotted for call centre. The number of lines and call centre executives shall be sufficient to reduce the waiting time of user to minimal. Average waiting time should not be more than 2 minutes.

7.5 Operationalising State level Control Room

SI shall establish State level Control Room with all required infrastructure at Mumbai, or any other location directed by the Government. This control room shall be responsible for monitoring the overall Development and Maintenance of project, monitoring logs and alerts, analysing data and generating MIS as and when requested by Government officials. This team shall work under the supervision of officer nominated by the Government.

Sr.No.	Category	Specification Details	
1	Space & Layout	300–400 sq. ft area, modular layout, AC units, acoustic panels,	
		LED lighting	
2	Furniture & Fixtures	6 ergonomic workstations, supervisor desk, chairs, storage,	
		ceiling	
3	Display & Visualization	3×2 video wall (55"), wall controller, 2×65" TV panels	
4	IT & Network	Server rack, Cat6A cabling, 24-port switch, router, 100 Mbps	
		link, UPS (5 kVA)	
5	Computing Equipment	6 operator PCs/Laptops (i7), 1 supervisor PC (i9), dual monitors,	
		peripherals	
6	Power & Electrical	Dedicated panel, MCBs, wiring, dual input, DG optional	
7	Safety & Security	Fire alarms, CCTV (4 cams), biometric access & attendance, fire	
		extinguishers	
8	Software & Monitoring Tools	Integrated dashboard, alerts, GIS/SCADA tools, licenses	
9	Comfort & Amenities	Pantry corner, refrigerator, RO, microwave, signage	
10	Optional Add-ons	VC unit, advanced analytics, ICCC integration	

7.6 Drone Survey

The System shall have facility to capture drone images and geo referencing the images on GIS maps. Drone survey integration with LiDAR, 3D models, ortho-mosaics and volume calculations (better than 15cm accuracy). SI shall make available drone, with its operator. SI is expected to conduct LiDAR based assessment of every mining site at least once quarter.

- 1 Drone survey will be done by using DGCA approved drone with minimum 16 MP camera
- 2 By marking Mine borders (approved area) Drone will take photographs with flying path, Photographs will be proceeded on server and Excavation volume will be calculated without manual intervention
- 3 Digital images and 3D images can be generated, and calculation will be done.
- 4 After survey all data will be in digital form.
- 5 If required Volume calculation can be done for complete mine or for part of the mine.
- 6 Area of the Mine can be calculated in the same survey

7.7 Weighbridge Integration

The system shall have connection between this application and Weighbridge platform as below:

- 1 Weighbridge's real-time data connectivity with the web application, providing users with live updates on inventory and shipment status.
- 2 Automatically synchronization of weight from Weighbridge to web application.
- 3 Ensure secure data transfer between the web app and Weighbridge using encryption protocols.
- 4 Display insights from Weighbridge in dashboards & generate tailored reports based on integrated data.
- 5 Integrate AI It includes weighbridge marking, proper vehicle alignment within markings, vehicle image capture, and automatic weighing. The barrier will only open after matching all parameters.

8 Project timelines

8.1. The IT System for Sand Mining Monitoring shall be implemented in Maharashtra as per the timeline specified below. It shall include all deployment of modules required for Monitoring of Sand Transport, supply of printed TPs to relevant District Headquarters of the RD, and training to Stakeholders.

8.2. Timeline-

Sr. No.	Deliverables/ Milestones	Timelines
(a)	Contract signing	T = effective date of contract
(b)	Inception report, software requirements specification ("SRS") and software design document ("SDD")	T+ 2 weeks
(c)	Submission of final UAT report for all Modules	T + 12 weeks
(d)	Submission of IT Security certification by CERTIN authorized company	T+ 14 weeks
(e)	Go Live	T+ 16 weeks
(f)	Training and stabilisation	T + 19 weeks
(g)	Support & maintenance	5 years from go live

9 Roles and responsibilities

9.1 Roles and Responsibilities of System Integrator

- Preparation of detailed project plan in line with the overall plan provided in the RFP. The same should be prepared in consultation with the Divisional Commissioner, Konkan.
- Delivering training to System users and management as mentioned in this RFP document.
- Provide onsite support at District HQ as mentioned in this RFP document.
- Generation of MIS reports as per the requirements of the Divisional Commissioner, Konkan.
- The SI shall provide paperless Transport Permits for all minor minerals and all types of leases, with security features such as a unique barcode, QR code, etc. The sand (e-TP/DigiTP) passes shall be generated 24×7 through the Mahakhanij 2.0 system. However, the e-TP/DigiTP passes for other minerals (except sand) shall not be generated before 06:00 a.m. and after 06:00 p.m. through the Mahakhanij 2.0 system.
- Geo-fencing of the area approved for mining will remain mandatory.
- The SI shall also be responsible for tracking previously generated physical e-TP/DigiTP passes until further communication from the Government of Maharashtra (GoM)
- Maintaining 24hour call centre for providing support to the Stakeholders with regard to usage of the System.
- Development of new features and maintenance of existing software, android and IOS applications, SMS/ WhatsApp & Email gateway integration and Payment Gateway and GRAS integration, Income Tax Dept. for TDS/TCS collection.
- Costing of SMS/ whatsApp sent for various transactions of system shall be considered in the tender. Government will not pay any charges for SMS/ whatsApp sent for various transactions.
- Hosting entire solution on GCC cloud as per the recent cloud policy of meity/DIT.
- Providing Short code and long code SMS receiving service for getting information of Transport Permit from Server. Long code and short code charges to be considered in quotation, no separate fund is allocated for the same.
- Providing 'missed call' service for registration of breakdown of vehicle or restart of vehicle. Costing to be considered in quotation.
- Integration of external devices like GPS, RFID, CCTV cameras etc. with the main system.
- Making available one LIDAR Based drone camera and required technical manpower per Administrative District, to capture and process aerial images of sand plots.
- Supplying RFID cards and GPS devices for Transporters at the expense of such Transporters.
- Providing e-Tendering and e-Auction platform through System software. Providing technical manpower for e-tendering process. Integrating system with the e-Tendering and e-Auctioning facility developed by NIC if required.
- Whenever drone survey is to be done, arranging of vehicle 'from and to' the location for carrying drone and operators; making available, the accommodation in case of stay of the operators
- Analyse the available weighbridge integration protocol like MQTT, HTTPS etc and develop connectivity between Weighbridge to web application.
- The SI shall follow all rules and regulations mentioned in the GoM G.R./Notification dated 08/04/2025, as well as any further subsequent communications or updates issued by the GoM & MoEFCC
- SI can outsource the following components as required in the project:

1. Hardware/Physical Setup – Elements that can be outsourced: CCTV, RFID, drones, LiDAR, bathymetry devices, command and control center, call center, sensors, other third-party integrations, etc.

2. Components that cannot be outsourced:

Technical expertise, except for the technologies mentioned above.

9.2 Roles and Responsibilities of the Divisional Commissioner, Konkan Division

- Make necessary support and personnel available to facilitate smooth Development and Maintenance.
- Facilitate interactions of SI with various Stakeholders for understanding & capturing interface/integration requirements.
- Provide necessary civil infrastructure i.e. conference room and refreshments only to conduct user training programs as mentioned in this RFP.
- Ensure timely signoffs related to any requirement of authorization towards delivery of normal scheduled services as required from SI as part of this project.
- Provide permission/authorization required to carry out project commissioning, O&M, data migration work etc. in GoM premises before, during & after project Development as may be required.
- Establish necessary processes and procedures for entry of all operating personnel and for working on 24×7 timeframe in all facilities that would demand such presence.
- Ensuring the RD staff members and other Stakeholders attend the training programs as per the schedule defined by the SI and agreed upon by the Divisional Commissioner, Konkan.
- Provide necessary permission and authorization letter to SI for acquisition of drone for performing its obligations under this RFP.
- The Divisional Commissioner, Konkan shall constitute a project steering committee ("PSG") with, with a dedicated POC (point of contact) who shall be solely responsible for coordination and sharing the requirements of the Department with the SI. The SI shall not be authorized to make changes or modifications to the System at the request of any officials unless the same has been specifically directed by the PSG in writing.

9.3 Roles and Responsibilities of the Project Steering Committee

The PSC shall have the following roles and responsibilities-

- PSC would be responsible for taking all decisions related to overall vision and policy matters;
- Resolve issues that might occur during Development, which are relevant to PSC (if any);
- Facilitate policy changes for effective Development, if required.
- Approve any changes to System components/ issuing any change request.
- Providing format for Transport Permits.
- Coordination between the Department and other Stakeholder related to the project; and
- First level of escalation.

10 Functional Requirements Specifications

The section of the RFP specifies the functional requirements specifications and solution architecture of the System.

10.1 Business Processes to be automated

- a. **Registration** The registration processes provide the steps and controls required to register in the System, various Stakeholders such as sand plots, stone quarries, brokers / traders, Transporters, Secondary Units and Consumers of the Minerals. Each type of entity requires specific registration processes, corresponding data set and controls. The Registration should be in respect of the following Stakeholders.
- b. Sand Plots holder/Quarries holder & Brick Klin- The sand plots are the entities authorized to extract the Sand, and quarries are the entities authorized to extract stone. In case of Sand there are 36 Districts in Maharashtra, each one of them consists of number of sand plots along riverbeds or on coastal line. In case of stone there are many quarries located in each District of Maharashtra. After the successful auction of each of

the sand plot, the details of the sand plot holders need to be captured along with the copy of the order and linking with the sand plots. One sand plot or quarry holder may hold more than one sand plots or quarries. The required accesses are allocated to the sand plot/quarry holders as required to carry out the online transaction. The Sand plot holders may initiate the registration of other entities such as Transporters and vehicles. There shall be facility to register the temporary lease holders for murum, soil, stone or sand, wherever necessary. Sometimes ceased sand depots also get auctioned and allotted to sand contractors. At that time, temporary lease details shall be registered in the System.

- c. **GramPanchayats**, **MSMC etc** System shall have the facility to register Grampanchayats, MSMC-Maharashtra State Mining Corporation and other entities authorised by Government without participating in Auction.
- d. **Brokers** The brokers / traders deal in the mineral products such as sand and stone. They buy the material in bulk and sell to the consumers. In Maharashtra such traders who deal in mineral products should be registered with the Divisional Commissioner, Konkan. The registration on the System may be initiated by the prospective broker online and upon successful registration the broker gets the access to the System to carry out the required tasks in the System. The details of the traders are collected during the registration process. The material transferred through the traders is to be tracked and inventory of purchase and sale by trader will be maintained. The license is issued to the traders on an annual basis. The Department personnel as well as the brokers should be able to track the validity of the licenses.
- e. **Transporters & Vehicles** The Transporters transporting the minerals out of the mines should be authorized Transporters using vehicles registered with Divisional Commissioner, Konkan. Thus, the Transporters and their vehicles should be registered in the System. Once it is made mandatory by Government, the registered vehicles should be fitted with GPS devices issued by the Department through authorizedanaly vendors. While registering the vehicles the System shall fetch the vehicle details from the transport department system based on the vehicle registration number, once the access is provided by Transport department. System shall have facility to install RFID tags for the vehicles and automated monitoring using RFID scanners & controller, installed at fixed location. System shall have facility to register RFID based smart cards for each vehicle. These smart cards can be scanned using NFC (Near Field communication) enabled mobile phones and can be used for identification of vehicles.
- f. Consumers The large Consumers, such as contractors, builders and real estate developers, who consume large quantities of mineral materials, should be registered with the Department. The Transport Permits, while being generated or later can be assigned to the Consumers to prove the authenticity of the material. However, once a TP, allocated to a Consumer, it should not be allowed to be transferred or reallocated to another Consumer. The government contractors/ Consumers can produce the TPs allocated to them in the System as the evidence / authenticity of the material. Free for download android and iOS application shall be available for Consumers who shall be able to register themselves and their projects. The projects shall be geo tagged by capturing latitude and longitude. This application shall facilitate them to search nearby mineral suppliers. Consumer's android and ios app shall have facility to search nearby "Sand Plots, quarries, mineral dealers, suppliers, secondary units and transporters". They shall be able to get the contact details of these suppliers through app. They shall also be able to order the material by communicating and negotiating with them. Consumer shall also be able to track the movement of vehicle coming to his site, if the consumer/project is assigned to invoice at the time of Invoice generation.
- g. **Secondary Units** Secondary Units like ready mix concrete plants, hot mix plants, cement concrete precast element factories etc. shall be capable of being registered in the System. Inventory of material shall be maintained at the Secondary Unit using the System. The System should allow the Secondary Unit to upload the formulation which will help in calculating the material consumed in the process of production. The formulation shall be user defined and the secondary unit themselves shall able to derive and capture their own formula.

- h. **Master Data** Details of various departments involved in monitoring; minor minerals covered in the system like Sand, stone, murum and soil; various user levels from village level revenue staff to State level revenue officers etc shall be registered in the System. The System should be scalable and the data structure shall able to adopt any changes easily.
 - x. **Supervisor Registration** The Sand contractor shall register its supervisor or billing agent to generate the Invoice. The registration of supervisor can be done by SI or by District Mining Officer.
 - a. **Android and iOS Application installation** Once registered in the System, the supervisor shall get link of android and iOS application to be installed on his smart phone.
 - b. **Vehicle Registration** When any vehicle visits Sand Plot for the first time, its registration in the System shall be necessary. Once registered anywhere in Maharashtra, that vehicle shall be able to lift sand from any sand plot of State. Vehicle registration number, owner and driver details etc shall be captured in the registration process.
 - c. Ways to generate Invoice It shall be done through android and iOS App having internet connectivity or using SMS/ WhatsApp service or using web-based system.
 - d. **Invoice generation** Vehicle details, destination, distance of destination from sand plot, barcode number etc shall be entered in the system and Invoice shall be generated online. Unique Invoice number shall get generated for every vehicle trip or TP. Also, the validity of the Invoice or TP shall be fixed based on the distance between sand plot and destination. After that validity period the Invoice shall stand Invalid. There shall be facility to attach multiple TPs to single Invoice based on the capacity of the vehicle. The quantity of mineral loaded in the vehicle shall be equivalent to quantity registered while generating invoice.
 - e. Use of GPS for exact destination and distance The system should be able to map exact destination and determine preferred route and distance using GPS. This will enable minimum user intervention while entering distance and validity time period of TP. SI should make provision for integration of ARAI certified and IP 67 rated GPS device for vehicle tracking including installation in the vehicles. Also, the GPS tracking should give facility to choose from multiple route options to the vehicle operators to optimise their time.
 - f. Location of Invoice Generation It is necessary that the online Invoice generation shall be done from the plot/quarry. If invoice is generated using android and iOS App (with internet), one shall not be able to generate Invoice away from the plot or quarry. Facility to capture geotagged picture of vehicle randomly or regularly during invoice generation shall be there to prohibit the practice of invoice generation away from the plot. System shall also have facility to generate invoice by scanning RFID smart card of vehicle using NFC (Near Field Communication) enabled mobile phones to ensure the vehicle is present on the plot while generating invoice.

10.2 Monitoring-

The mineral plot contracts are awarded to extract a specific quantity of material in a year, thus Divisional Commissioner, Konkan needs to track the extraction by each of the plot. The unit for measurement of construction material minerals is 'brass' (100 cu.ft). To conduct effective monitoring, the system should have facilities to monitor the vehicles and the plots.

- a. The monitoring system shall keep track of daily extraction of material from the mine on real time basis. It is responsibility of lease holder to issue valid Transport Permits to vehicles by generating online Invoice of material. System shall generate various reports and charts to track extraction of material from each mine.
- b. **Survey App/e-Panchanama** Special android and iOS application shall be available to Revenue Department field officers for doing site survey of plots prior to final approvals for excavation of minor minerals or for further enquiry related to any query/complaint received. This app shall be able to Geofence Sand plot by capturing GPS location of points on boundary. Also using the location of the device, app shall confirm details about legality of sand plot. It shall be able to capture the photographs of site and to register their remarks. In case of Mines for which a temporary Quarry permission is applied, the field revenue officer shall be given web application access with an option to note the Latitude and Longitude reading (minimum 4 points) on site so that the site will be Geo Fenced before the final permission is granted. Also, he should be able to do online site visit reports.
- c. **Drone Images** System shall have facility to upload the drone images and georeferencing of the drone images and surveyed plot boundary on google maps or GIS maps, for better understanding of plots. Every 12 months the value of the mines will be calculated, and this will be mapped with approved volume, excavation quantity and royalty.
- d. **Periodic Visit Reports** Many revenue department officials visit sand / quarry plots periodically, android and iOS application provided for monitoring of vehicles shall have facility to enter details of plot visit in the system.

10.2.2. Vehicle Tracking and Monitoring

- a. **Vehicle Registration** Every vehicle which is allowed to carry minor minerals shall be registered in the System. There shall be facility to integrate this with the database of Transport Department.
- b. Vehicle must carry valid Transport Permit throughout its journey and hand over the TP to the consumer. Each TP is valid only for certain period based on the distance between mine and Consumer.
- c. In case of any fine/payment pending on particular vehicle, System shall bar such vehicle from new TPs until the payment is made.
- d. **Monitoring by Revenue staff** -Whenever the vehicle gets intercepted by Divisional Commissioner, Konkan staff, the driver has to produce the TP. The validity of TP shall be checked from server using android and iOS Application specially developed for monitoring purpose. There shall be provision in the system to record any violations such as over loading and trip without valid TP and any penalty applied against the vehicles/sand plot. Log of monitored vehicles shall be maintained in system. The log shall be kept for at least 2 years. There shall be facility to enter fine and other information in the log and give it a logical conclusion. Log shall show Open status if illegal vehicle is caught and it had not been fined.
- e. Automated Monitoring using RFID The System shall have facility to assign RFID tags to vehicles. These RFID tags for each vehicle will be provided by Divisional Commissioner, Konkan or procured by vehicle owner as per the policy guidelines. Once the RFID tag is fixed on the windshield of the vehicle, its movement from some predefined points shall be tracked. At some strategic points, Divisional Commissioner, Konkan can install RFID scanners & controllers to identify tags. RFID tag number shall be sent to centralized server, where System shall identify whether the vehicle is carrying legal sand or not. If vehicle is found illegal, the nearby revenue staff shall be immediately alerted through SMS or notification on mobile or whatsApp. Photo capture or video capture facility shall be there at the time of passage of vehicle from such pre-defined points to check if the vehicle was actually carrying the material or it is empty.

- f. **GPS Tracking** The System shall have vehicle tracking system module to tack movement of vehicles using GPS devices. System shall be able to capture data from GPS devices of most of the renowned manufacturer. Geo-fencing facility shall be available, also distinct track colours shall be available for valid and invalid vehicles. Alerts shall be generated to identify illegal movement of vehicles.
- g. **Generation of Orders/Notices** System shall have the facility to generate and issue orders/notices at various stages and for various purposes like Payments, Fines, etc.
- h. Monitoring by RTO, Police and Revenue Department Monitoring is done by Revenue, Police and RTO Staff. All these departments govern illegal sand movement through the Rules and Regulations and laws concerning their department. The android and iOS application for monitoring shall have separate versions specially designed for all these departments. There shall be inter coordination among these departments to take integrated action against illegal sand transportation or one application may have role defined access to use the application. All the monitoring logs shall be available in the system at least for 2 years.
- i. **Public Participation** The System shall have facility to provide open android and iOS App for common man, who can check validity of sand transporting vehicle by entering the vehicle number. If he finds any vehicle carrying illegal sand, he can phone the call centre and report the matter. The call centre shall be maintained by SI. Details of vehicle and its location shall be conveyed to concerned Tahsildar and circle officer.
- j. CCTV Cameras The System shall have facility to integrated CCTV cameras installed at various location as directed by revenue department from time to time and their should be facility to monitor these at any point of time in the main monitoring system at division/state/district levels. The movement of vehicles shall be tracked by officials from the office. The installation of CCTV cameras and providing internet connectivity of required speed to these cameras is responsibility of Department or Government of Maharashtra. SI shall integrate the cameras and show live videos to concerned authorities.
- k. . Reporting App for Revenue Officers Special mobile application (android and iOS) shall be available in system for all minor minerals to capture various reports about daily lifting, monitoring performance, illegal vehicles found, fine recovered etc. The revenue officer shall have access to main system through this app, based on his area of authority. This app shall have user levels like State, Division, District and Tehsil. Responsible officer of every level shall be able to get various reports through this app. Reports shall also be available in charts format. The SI will make necessary arrangements to make changes in different types of reports as required.

10.3 Revenue Collections

a. General- The revenue collections of the Department are realized through the collection process detailed below. The System should monitor the payment schedules of various payers and generate the demand notes/requests. These demand requests are transmitted to the payers through electronic means such as SMS and email. The physical copy may be sent to the payer by the Department staff. The System shall generate reminders for the delayed payments. The entities that make the payment to the Divisional Commissioner, Konkan shall have various modes of payment and payment recording. The payment may be made at a bank based on a challan generated from the GRAS system against the pending demand note and after the payment made at the bank, the copy of the challan to be submitted to the Department which should be entered into the system with deface number. The Department also receives the royalty payments deducted from the civil contractors, bills against the civil works from various government agencies. These payments are in the form of deductions from the bills and credited to the treasury account of Divisional Commissioner, Konkan or Cheques. The collections realized through all the means are reconciled through the reconciliation processes in the System against the banks and the treasury. In case, SI makes use of escrow account and payment gateway for transfer of funds, SI will be

bound to transfer all the funds to the respective government accounts on the same day. Also, all the requisite permissions for opening of this escrow account and payment gateway should be obtained from the Divisional Commissioner, Konkan.

- b. **Collection of TCS/TDS:** The demand note is generated after the application regarding excavation of minor minerals is approved. This demand note should contain provisions for payments of TCS/TDS to be paid by the applicant to the Income Tax Department. To facilitate these payments, integration of Mahakhanij system with Income Tax Department's online payment system shall be done for seamless fund transfer.
- c. **Payment terms**: The System Integrator (SI) charges shall be deposited into the Government Receipt Accounting System (GRAS) or any other designated government bank account as specified by the Department. The collected amount shall be retained in the said government account and released to the SI on a quarterly basis. The SI shall raise an invoice at the end of each quarter for the corresponding charges. Upon verification and approval of the invoice & source code by the Department, the payment shall be processed and the due amount released to the SI from the government account.
- d. **Against civil works or private consumption**: The System shall have facility for Consumers to register their project through open android and iOS application or using website the link of which will be provided by the SI. They shall also able to record details of received construction material using this app and link the Transport Permit with the project. At the time of billing of the project from Government department, contractor shall produce this mineral consumption report along with bills. Private Consumers shall also able to produce mineral consumption report at the time of applying for building completion report. There shall be facility to link the Transport Permit in full or partially to the project, so that the quantity received from one Transport Permit can be divided into multiple projects.
- e. **Recovery** The recovery is the process of collecting the defaulted payment in case the Department sends the demand notice to the Sand plot and quarry owners for delayed payments along with fines and penalties. Based on the response or absence of the same, the further notices are issued. After a specified number of notices and follow ups, the case is referred for legal action. The System should have functionality to capture fines and penalties. The System should also have capability to capture the notices from Government and response from the defaulters, the documents generated outside the system for default cases such as proceedings of other departments, court case related documents, etc. In case of such pending defaulted payment Sand plot and quarry owners shall be barred from generating Invoices through the system.
- f. **e-Tendering and e-Auction** The mining monitoring software shall have eTendering and e-Auction module. This module shall help in online tendering of all mining lease. Registration of all mines/quarries is done at District Mining Office. Both eTendering and e-Auction options are used at the same for bidding of lease.

10.4 Identification of System Components

The high-level solution and the requirements for the proposed System are detailed as high-level functional requirements, solution architecture and infrastructure requirements. The functional requirements detail the minimum functionalities required for the system for Divisional Commissioner, Konkan. The solution architecture describes the high-level architecture of the proposed solution, in a technology agnostic and vendor agnostic manner. The infrastructure requirements detail the infrastructure required to host the proposed solution.

10.5 Minimum Functional requirement specifications

The functional requirements identified here are the minimum requirements for proposed System. The functional specifications address the registration, collection, monitoring, civil work claims and recovery processes of Divisional Commissioner, Konkan. The functional specifications are divided into registration, invoice generation, collection, monitoring, civil work claims, recovery and General Requirements. The General requirements are those requirements applicable across the System such as access control and workflow.

General Requirements

- There should be multilingual support for the content in the application (Marathi & English)
- The System application design architecture should be capable of supporting all Mining/Revenue office users and a large number of external concurrent users for modules accessible by the same.
- The System application should support all the popular web browsers and mobile platforms.
- The System should have features to provide alerts and message on SMS/ whatsApp, App Notification and email for work flow events of the system.
- The System should be developed with a multitier architecture on industry standard technology / platform with components having reasonable support ecosystem.
- The System should have its own mobile application (android and IOS) to support the transactions on the go and these applications should be certified by the respective stores.
- The System should be integrated with appropriate geographic information system to deliver functionalities such as GPS based tracking, geo fencing based alerts.
- The mobile application should be accessed from authorized devises only. The authorization details of the mobile devices should be captured during app installation process.
- The System should have elaborate user management capability which includes the following but not limited to:
- There should be registration process for entities and their representative users, the work flow should be available for both self-registration and assisted registration.
- There should be features to activate and deactivate users manually and automatically.
- The access to the various processes and modules should be based on authentication and access control. The System should have strong authentication and access control module which control the access to individual pages/screens and mobile app functionalities.
- The System should have comprehensive auditing and logging feature, where the actions performed by the users are logged with time stamp at the application level.
- The System should have easy to integrate interfaces such as web services to integrate with other systems and applications.
- GIS reports shall be available for spatial analysis and reports.
- System shall have well integrated GIS modules to generate spatial reports. All sand plots and quarries shall be plotted on GIS by SI.
- The real time lifting and other data shall be available in GIS format.
- The application should support the leading open standards and the use of open source platforms and tools are preferred.
- The deployment architecture based on virtual environment is preferred.
- A DR instance of same capacity as that of Primary to be deployed.
- The System should ensure the legal compliance to the IT security and privacy requirement as per the applicable laws and regulations.
- The application should be accessible only through secured SSL channels.
- The application code should be free of OWASP top ten vulnerabilities.

10.5.1 Registration Module

- The System should have facility to register the following entities into the system
 - a. Sand Plots / Quarries;
 - b. Transporters & Driver;
 - c. Vehicles:
 - d. Dealers / Brokers:
 - e. Consumers (Contractors, Builders, etc.,); and
 - f. Processing Units (RMC Plats etc).

- While registering the entities (whether they be dealer, Consumer, Transporter or otherwise), there should be provision to identify the personnel related to the entity and capture the relevant documents such as contracts, certificate of incorporation, personal identification documents, etc.
- In case of sand plots, there should be a facility to capture the order details and the scanned copy of the contract.
- Special android/ios app/facility shall be provided for doing survey of plots before putting it to auction. This app shall able to plot boundaries of sand plot by capturing GPS location of points on boundary. It shall be able to capture the photographs of site and also to register their remarks.
- System shall have facility to upload the drone images and superimpose the drone images and surveyed plot boundary on google maps or GIS maps, for better understanding of plots.
- In case of Transporters, the vehicles should be attached to the Transporter.
- The Sand plot owner may be registered as a Transporter as well.
- While registering the vehicle, the system should fetch the details of the vehicle from transport department system such as registered owner, vehicle model and manufacturer, chassis number, engine number, payload capacity, etc.,
- While registering the vehicle, it should have passed all the required tests and should not have any tax dues. This information should be fetched from the transportation system.
- For registering the site visits by Divisional Commissioner, Konkan staff, the visit registration interface should be available on the mobile app.
- The interface should have the functionality to capture the geo tagged photograph of sand plot and extract the GPS coordinates.
- The System should have interface to register the dealers / brokers of the mineral material.
- The System should have an interface to register the consumers of the mineral materials. Consumer shall also able to do self-registration by downloading app from play store.
- The TPs/Invoice shall be generated against registered dealers, Consumers, processing units or also against new unregistered Consumers.
- The registered dealers and processing units shall able to receive material though the system and shall have facility to dispatch the same material to the consumer by generating another TP/Invoice against the consumer.
- Open android/ios application shall be available for small consumers who shall able to register themselves and their projects. The projects shall be geo tagged by capturing latitude and longitude.
- The same application shall be capable to search nearby material dealers and transporters and place order of material.
- Dealers shall get android and iOS application from which he shall able to receive orders of nearby Consumers.
- Transporters shall also get android and iOS application with Vehicle Tracking System (VTS). Such Transporter shall able to track all his vehicles on real time basis. The Transporter shall also able to receive orders of Consumers and assign it to particular vehicle. Once the order is assigned to vehicle, while creating Invoice at Sand Plot, the destination of the vehicle shall get automatically selected from the list of orders.
- One android and iOS Application shall be there for willing vehicle drivers/vehicles. Once the Invoice/TP gets generated, it can be seen through this application carried by driver. Also, once the destination project site is selected at the time of Invoice generation, the route from Sand Plot to the delivery site will start appearing on the application and driver shall be able to use this application for navigation. The nonavailability of this application for drivers/vehicles shall not hamper working of the System.
- In the event of breakdown of vehicle, the driver shall be able to register the breakdown and restart so that validity of the Invoice/TP gets extended. This registration of breakdown shall be done using the application provided to driver or by sending SMS in specific format to a long code number or just by giving a miscall to specific number. There shall also be provision of 24-hour call centre by SI to help drivers in case of breakdown and restart of vehicle.

10.5.2. Revenue Collection Module- (sub-module: general collections)

- The System should have facility to identify the potential receivables based on the process events and generate demand notes, such as registration of new sand plots, crossing of due dates or thresholds, reporting of penalty events etc.
- The System should have facilities to monitor the payment schedules of various payers and generate the demand notes/ requests.
- The System should have capabilities to transmit the demand note to the payers through electronic means such as SMS/ WhatsApp and email.
- The System should have facilities to track the pending demand notes and generate reminders for the delayed payments and amend the demand notes in case of penalties, interests and other charges due to delays.
- The System should have facility to capture the payment information by the Department staff, while the payer makes the payment at the Department counter. The payment should be marked for a demand note against the payer.
- If there is no valid demand note available in the system against the payer, the cashier can generate the appropriate demand note payment schedule or any appropriate head.
- The counter payments should be allowed through instruments such as cheque or DD, and the details of the information should be captured in the system and a receipt should be issued.
- The System should have facility to generate the deposit slips for the instruments collected based on the date on the instruments.
- The System should have facility to reconcile the collections based on the bank statements or integration with the bank system.
- In case of instruments which are dishonoured by the bank, the system should facilities to reverse the corresponding transactions and apply applicable charges and penalties and generate demand note.

10.5.3 Direct Payment by the Payer

- There should be facility on the System to make the online payment directly by the payer against a valid demand note against him / her.
- There should be facility on the System to identify the pending demand note based on the payer's login.
- In case of such pending defaulted payment Sand plot and quarry owners shall be barred from generating Invoices through the system.
- There should be facility on the System to capture any information required other than the information from the demand note such as the details of the bank from which the payment is done, any change in the amount paid (if allowed). The bank information may be part of the registration details and may be fetched from the payer details.
- The System should have facility to make payment through the online mode where the system is integrated payment gateway and transaction done using internet banking.
- The facility should be available to make offline payment also through the bank challans generated for the bank. In this case the System should have facility to generate bank challans based on the demand note and the bank details.
- Also, the System should have facility to capture the transaction details of the bank challan post payment at the bank. This facility should be accessed by the Department staff to enter the bank challan details while the copy of the bank challan is deposited in the Department.
- In case of both type of self-payment, there should be facility to carry out automated reconciliation with treasury system through appropriate integration mechanisms.
- The system should have facility to record the royalty collections from the brick kilns.
- In case, SI makes use of escrow account and payment gateway for transfer of funds, SI will be bound to transfer all the funds to the respective government accounts on the same day. Also, all the requisite permissions for opening of this escrow account and payment gateway should be obtained from the Divisional Commissioner, Konkan.

- The System should have facility for the registered consumers to link the TPs related to their procurement to their bills.
- The System should have facility to search the TPs based on the Invoice number and dealer information and should be able claim the TP. For the claimed TPs the consumer field shall be populated based on the log in. This is required when the Consumers have procured material from dealers and have TPs, which are not yet linked to them.
- The System should have facility for the dealers to identify their buyers from the registered Consumers.
- Once the TP is allocated to a Consumer, reallocation should not be allowed.
- The System should have a facility to define material claims against civil work bills, which shall capture the details of the bill such as bill number, the Department or agency to which the bill is submitted, the identification of the work or contract.
- The System Should allow the Consumer to link the applicable TPs (TP through which the Mineral materials are received) in full or partial quantities.
- In case of TP linked to a claim partially, the remaining materials of that TP may be claimed through another claim. Only the remaining quantity in the TP should be available for the second claim.
- There should be facility in the system for officials of the government agencies which are receiving the claims as part of their bills.
- There should be facility in the system to accept and close the claims by officials, TP wise.
- The TP for which the entire quantity is linked to claims should not be available for any further allocation.
- There should be facility in the System to capture the quantity claimed based on the accepted TPs and the material used as per the bill through manual entry by the official.
- The System should identify any shortage in the claim quantity against the bill quantity and should raise a demand note of penalty against the consumer for an amount twice as that of applicable royalty. The rate of penalty should be parameterized to ensure flexibility.
- The Department should be able to close the demand note by initiating a penalty remittance transaction. (The Department deduct the penalty from the bill)
- In case the government agency is a department, the transaction details of treasury deposit of the penalty should be captured in the System.
- In case of other agencies, the cheques for the penalty amounts are deposited at the Divisional Commissioner, Konkan. The Divisional Commissioner, Konkan staff receives the cheques against the demand note. The System should have the facility to address the receipts within the collections module.
- The System should be integrated with the PWD's contract management system so that while issuing bills of PWD contractors, list of attached TPs with the bill gets fetched and the proper reconciliation for the material consumed shall be done.
- Open android and iOS application shall be available for PWD contractors to download and receive material against work.

10.5.5. Monitoring Module

The System should have facilities to define the geo fences for each of the sand beds and stone mines.

- The System should have features to register vehicles at the Sand Plots, while registering the vehicle the details of the vehicle should be fetched from the transport system at real time.
- If it is made mandatory, the vehicles should be fitted with a GPS device issued by the Department through System Integrator, or any other authorized vendors and the details of the GPS device should be linked to the vehicle for the tracking purpose.
- The System should have facility to track the vehicles based on the GPS systems attached to the registered vehicles.
- The System should have features to generate alerts, warning and exercise controls based on the location and movement of vehicles.

- The System should have facilities to generate the Invoice/TP for each load of the material.
- The size/quantity of the load should be the capacity of the vehicle.
- The System should have facility to identify and register the dealer and customer to whom the material is delivered and location of delivery.
- Any one of the entities (dealer or customer) should be defined to generate the Invoice.
- The TP should be time stamped and the expiry should be calculated based on the location. The Invoice generation time and Expiry time of Invoice shall be manually written on the Transport Permit.
- The TPs should expire after valid to transport the material.
- While generating a new Invoice/TP, if a valid TP exists in the system, then the existing TP should be expired before generating the new TP.
- The TP should have the identification of the vehicle, the dealer or Customer or both whom the material is sent, the location of delivery, the time of generation of the Invoice/TP and the validity period of the TP.
- In case of decision to go paperless in future, there should be feature available in the System to send the TP number by SMS, thus the drivers need not carry physical copies and the dealers and customers also need not have the physical TP copies.
- In the event to have physical copy of TP, it shall be as per the specifications provided by Ministry of Environment, Forest and Climate Change through a notification dated 15th January 2016.
- The mobile apps should have features to verify the TPs based on the Invoice number, Barcode Number or vehicle number and should display all the relevant information
- The System should have features, to capture details of any verification and checks conducted by the officials against the Invoice number and vehicle number.
- The System should have feature to capture the various fines and penalties imposed to various entities, such as sand plots, transporter, vehicle, dealer and customer. The mobile app should have interfaces to capture this information.
- The System should have feature to identify the entry and exit of the vehicles to the sand plots based on the GPS data of the vehicle and geo fence data of the sand plot.
- The System should have feature to identify an entry and exit pair as a trip and provide intelligence based on that, such as an entry-exit pair is recorded without a valid TP.
- There should be featured to track the vehicles based on their registration numbers, to facilitate targeted interception and verification.
- The android and iOS application shall be available for public for monitoring of movement of minerals. The public users shall be able to check the legality of vehicle by using registration number of the vehicle. User shall be able to capture photographs of the vehicle, which shall be geo-tagged. If public user finds any illegal vehicle carrying mineral, he shall be able to call the 'call centre' and convey the details of vehicle. The 'call centre' shall forward these details to nearby concerned authorities. These authorities shall initiate the necessary action to intercept the vehicle and take legal action on illegal transportation.
- The System should have facility to monitor the extraction (tracked based on the TPs and the vehicle
 movements) against the allowed extraction limit and should have the facility to block the plots for
 the quantities equal to the allowed quantity.
- The System should have detailed reporting feature to facilitate preventive and detective monitoring such as number of TPs to the trips identified against the entry-exit pairs and reporting of the vehicles at the defined locations or nearby check points.
- The System should verify the vehicle information on regular basis (monthly) with the transport system database to verify the test status of the vehicle and tax dues status.
- The Transporter should be altered on pending vehicle tests and tax dues. The vehicles not complied with these requirements beyond a specified period should be blocked from generating the Invoice/TP.

10.5.6. Recovery Module

- The System should have functionality to address the end-to-end recovery workflow with transaction summary and it should not allow repayment before any confirmation from GRAS/any other gateways.
- The System should have configurable parameters and controls to identify the cases against which recovery to be initiated.
- The System should have facilities to generate alerts, reminders and notices to the defaulters and should keep track of such documents.
- There should be facility in the System to allocate recovery cases to the Department official to follow up and collect the payment.
- The System should have feature to capture the closure of the cases based on the decision of the District Magistrate, Judicial processes, recovery, and collection of the dues or a combination of these.

10. 5.6. e-Tendering and e-Auction

- Salient features Multilingual, Multicurrency, SMS/ whatsApp & eMail alerts, Dynamic web forms, Role based dashboards for all users.
- Security features PKI enabled, SSL enabled, Strong Encryption, Time Stamping, Audit Logs.

10.6 Change Management

This section describes about the change management Processes. The change management process is the sequence of steps or activities that a change management team or project leader would follow to apply change management to a project or change. Based on the research of the most effective and commonly applied change, most change management processes contain the following phases:

- **Phase 1**: Preparing for change (Preparation, assessment and strategy development).
- Phase 2: Managing change (Detailed planning and change management implementation).
- **Phase 3**: Reinforcing change (Data gathering, corrective action, and recognition).

The Selected Bidder Need to implement below steps for Successful Change Management:

- Change Management
- Readiness Assessments
- Communication and Communication Planning
- Coaching & Manager Training for Change Management
- Training and Training Development
- Sponsor 's Activities and Sponsor's Roadmaps
- Resistance Management
- Data Collection, Feedback Analysis and Corrective Action
- Celebrating and Recognizing Success

10.7 Issue Management Process

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 State Government and SI. 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.

- i. Either State Government or SI 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.
- ii. PSC will determine which committee, or executive level shall logically be involved in resolution.
- iii. A meeting or conference call may 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.
- iv. Management of State Government and SI will develop a temporary, if needed, and the permanent solution for the problem at hand. The SI will then communicate the resolution to all interested parties.
- v. In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

10.8 Escalation Process

All issues would be raised to the Project Management team of SI, 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, the issue would be escalated to the PMU with options/ risks detailed for decision. PSC/DC-Konkan will make decisions based on the options/ risks presented by the IT team.
- In case one or both the parties are unsatisfied then the dispute will be resolved as per decision of PSC.
- Notwithstanding any dispute among DC-Konkan/RD, OEM, SI or any other associate of whatsoever in nature, the SI shall ensure the Business Continuity

10.9 Exit Management

Under the SI Exit Management Plan, SI shall provide following minimum activities to incoming DC – Konkan/new SI or any other authorized person:

- i. Provide control of all IT assets including hardware, software, licenses, warranty, source code, credentials and knowledge base
- ii. SI to ensure availability of all the documents/files/knowledgebase prior to exit in an updated complete manner with no lacuna or delay in maintaining such records
- iii. Transfer the knowledge to new SI or authorized representative with documents sharing, application demo, joint code review, credential sharing and explaining the prevailing IT
- iv. policies and processes followed
- v. Allowing new SI or authorized representative to shadow for specified period while continue to deal with reported issues directly
- vi. Support new SI or authorized representative in tackling reported issues during transition period as specified by DC Konkan
- vii. Support new SI or authorized representative for a period as directed by DC Konkan

Following is the summary of key tasks that the SI need to perform during transition period:

- i. **Exit Management Plan**: The exit management plan may be suitably modified by the SI to cover all the aspects during the transition period and upon acceptance by DC Konkan, will be implemented by the SI
- ii. **Transfer of Assets**: Transfer both IT and non-IT Assets acquired for the MahaKhanij 2.0 project to the new SI or authorized representative. The list of assets shall cover those under the purview of SI as well as its subcontractors
- iii. **Testing**: The SI shall ensure that the system being handed over is tested rigorously before being handed over to the new SI or authorized representative.
- iv. **Close critical issues**: The SI shall close all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided to DC Konkan.
- v. **Risks**: All the risks during transition stage shall be properly documented by the SI and mitigation measures be planned in advance along with the new SI or authorized representative and recorded in the Exit Management Plan so as to ensure smooth transition without any service disruption.
- vi. **Transfer of Agreements**: Arrange or provide support for Assignment / Transfer / Novation of Agreements with all the OEMs / contractors / sub-contractors who are being used by the SI in the execution of the MahaKhanij 2.0 project.
- vii. **Provision of Information**: Provide access to information reasonably required to define the current mode of operation associated with the provision of services and also access and copies of all information / data / documentation, prepared or maintained, pertaining to DC Konkan, services rendered including but not limited to applications, Business and IT Operations, and other performance data.
- viii. Access Rights: Provide reasonable rights of access to MahaKhanij 2.0, Project Location and premises where assets are located. Provide access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the SI and to assist appropriate knowledge transfer.
 - ix. **Personnel**: Provide a list of all employees (with job titles) of the SI dedicated to providing the services. To the extent that any Transfer Regulation does not apply to any employee of the SI, the SI shall not enforce or impose any contractual provision that would prevent any such employee from being hired by DC Konkan or new SI or authorized representative in case an offer of employment or contract for services is made to such employee.

List of Deliverables for Exit Management

SI shall prepare the exit plan with timelines as per the requirements of the DC-Konkan/RD. Indicative list of deliverables for exit management is mentioned below:

Sr. No.	Deliverable
1	System / Network credentials
2	Up to date Knowledge base/documents
	Process Maps
	Functional Requirement Specification
	System Requirement Specifications (SRS)
	High Level Design Document
	Low Level Design Document
	ER Diagram
	Database Schema
	Logical and Physical Design of database
	Enhancement log
	Issues Log
	User Manuals
	Test cases
	SLA reports
	Risk Assessment Report

	Onsite project manpower details
3	Working and up to date Source Code
4	Back up data
5	Weekly Report on critical issues fixed during transition period
6	Modified code after fixing critical issue

10.10 Risk & Cost Factor

In the event of termination of contract based on non-performance by the SI as per SLA, SI will be solely responsible for risk and cost factor thereon. In such cases DC-Konkan/RD shall make the purchase of such Service(s) from elsewhere / alternative source at the risk and cost of the SI. Also, in case of abnormal delays (beyond the maximum late delivery period as per fulfilment of any other terms and conditions given in Agreement, DC-Konkan/RD may cancel the Contract in full or part thereof and may also make the purchase of such Service(s) from elsewhere / alternative source at the risk and cost of the SI. DC-Konkan/RD will take all reasonable steps to get the Service(s) from alternate source at optimum cost. In no case, the liability of SI under this clause shall exceed additional 10% of the quoted price of the item in the RFP.

10.11 Exclusion

The SI will be exempted from any non-compliance/delays/slippages on SLA parameters arising out of following reasons:

- i. Delays not attributable to the SI
- ii. Force Majeure

11 Annexure I

11.1 Pre-Bid Queries

(To be submitted on the Letterhead of the Bidder)

Bidder's for Request Clarification/Pre Bid Queries:

Name of Organization submitting request	Name & position of person submitting request	Full address of the Organization including phone, fax and email
<insert details=""></insert>	<insert details=""></insert>	<insert details=""></insert>

Request for Proposal (RFP) for Selection of System Integrator for Integrated IT solution for Monitoring of Minor Minerals for the Divisional Commissioner, Konkan, Government of Maharashtra.

Bidding Document Reference(s)(section number/ page)	Content of RFP requiring Clarification	Points of clarification Required
<insert details=""></insert>	<insert details=""></insert>	<insert details=""></insert>

<insert details=""></insert>	<insert details=""></insert>	<insert details=""></insert>	

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address:

Seal/Stamp of Bidder:

Note:

- 1. Bidders requiring specific points of clarification may communicate with the Revenue Department prior to Bid Opening, using this format only.
- 2. The name of the organization and the date should appear in the header of each page.
- 3. The above queries should be sent in Word or Excel format only to the email address mentioned in the tender notification.

12 Annexure II

12.1 Technical Proposal Covering Letter

(To be submitted on the Letterhead of the Bidder)

[Date]

To,
Divisional Commissioner, Konkan
Office of Divisional Commissioner, Konkan Division
1st floor, Konkan Bhavan,

CBD Belapur, Navi Mumbai, Thane- 400614

Ref: RFP for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals for the Divisional Commissioner, Konkan, Government of Maharashtra.

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals, by Divisional Commissioner, Konkan, Government of Maharashtra.

- 1. We attach hereto the response as required by the RFP, which constitutes our proposal.
- 2. We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date of opening of the Financial Bid, if we are not disqualified in accordance with the terms set out under the said RFP.
- 3. We confirm that the information contained in this response or any part thereof, including its exhibits, annexures, and other documents and instruments delivered or to be delivered to Divisional Commissioner, Konkan, Government of Maharashtra is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Department in its short-listing process.
- 4. Subject to us being the declared the Successful Bidder, until a formal agreement is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us.
- 5. We, the Bidder, would like to confirm that the proposed solution components (hardware/software etc.):
 - a. Comply to the requirements of this RFP, and
 - b. Have been sized to meet the requirements of this RFP
 - 6. We, the Bidder, would like to confirm that, if during the Development and Maintenance of the integrated IT solution for Monitoring of Minor Minerals Divisional Commissioner, Konkan, Government of Maharashtra, it is found that any of the proposed solution components (software/hardware, etc.,) are inadequate to meet the specifications/requirements of this RFP, the required components in terms of scale or coverage will be supplied without any financial burden to Divisional Commissioner, Konkan, Government of Maharashtra.
 - 7. We as Bidder do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the RFP.

- 8. We do hereby confirm to deliver and upgrade to the latest versions of the software, as applicable & available during the entire project duration at no additional cost.
- 9. We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and Divisional Commissioner, Konkan, Government of Maharashtra.
- 10. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the shortlisting process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.
- 11. We hereby declare that in case the agreement is awarded to us, we shall submit the Performance Bank Guarantee in the form prescribed.
- 12. We agree that the Divisional Commissioner, Konkan, Government of Maharashtra is not bound to accept any tender response that they may receive. We also agree that the Divisional Commissioner, Konkan, Government of Maharashtra reserves the right in absolute sense to reject all or any of the products/ services specified in the tender response.
- 13. It is hereby confirmed that we are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- 14. The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between Divisional Commissioner, Konkan, Government of Maharashtra and our organization.
 - a. <insert name, title, company name, address, phone, mobile, fax, email of primary contact>.
 - b. <insert name, title, company name, address, phone, mobile, fax, email of secondary contact>.
- 15. We understand that it will be the responsibility of our organization to keep Divisional Commissioner, Konkan, Government of Maharashtra informed of any changes in this list of authorized persons and we fully understand that Divisional Commissioner, Konkan, Government of Maharashtra shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to Divisional Commissioner, Konkan, Government of Maharashtra.

Dated this Day of 2025
(Signature) (In the capacity of)
(Name)
Duly authorized to sign the technical proposal for and on behalf of:
(Name and Address of Company)
Seal/Stamp of Bidder
Witness Signature:

Witness Name:
Witness Address:
Note: Authorized signatory should be an employee of the Bidder and should have been authorized vide a board resolution, authorizing him/her to sign/execute the proposal as a binding document and also to execute

all relevant agreements forming part of RFP.

13 Annexure III

13.1 Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)
Bank Guarantee No
To,
Divisional Commissioner, Konkan Office of Divisional Commissioner, Konkan Division 1st floor, Konkan Bhavan, CBD Belapur, Navi Mumbai, Thane- 400614
Ref : RFP for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals for the Divisional Commissioner, Konkan, Government of Maharashtra
Dear Sir,
Whereas,the System Integrator (hereinafter called "SI" which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) had submitted its proposal dated in response to Tender/RFP number published on ("RFP") for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals for. The RFP was issued by the Divisional Commissioner, Konkan of Government of Maharashtra (hereinafter called the "Commissioner Konkan Division" which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns). After completion of the evaluation process the SI has been awarded the tender on
Whereas, as a consequence of being awarded the tender, and as per the terms of the RFP, the SI and the Divisional Commissioner, Konkan have entered into an Agreement dated for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals (hereinafter called the "Agreement") and the SI has agreed to furnish a Performance Bank Guarantee to the Commissioner Konkan Division amounting to INR 10,00,00,000.00 (Rs. Ten Crore)
We
Sealed with the Common Seal of the said Bank thisday of2025.

The conditions of this obligation are:

- 1. This Performance Bank Guarantee will be for an amount equivalent to INR Ten Crore. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.
- 2. The Performance Bank Guarantee shall be valid till the tenure of the Agreement or until the Divisional Commissioner, Konkan discharges this Performance Bank Guarantee (whichever is earlier). The Performance Bank Guarantee may be extended from time to time for such period (not exceeding one year), as may be desired by SI on whose behalf this guarantee has been given.
- 3. In the event of the SI being unable to perform its obligations under the Agreement or the SLA for whatever reason, Divisional Commissioner, Konkan may at its discretion evoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of Divisional Commissioner, Konkan under the Agreement in the matter, the proceeds of the Performance Bank Guarantee shall be payable to the Divisional Commissioner, Konkan as compensation for any loss resulting from the SI's failure to complete its obligations under the Agreement or SLA. Divisional Commissioner, Konkan shall notify the SI in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the SI is in default.
- 4. The Bank shall not be relieved of its obligations under this Performance Bank Guarantee by any exercise by the Divisional Commissioner, Konkan of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Divisional Commissioner, Konkan or any other indulgence shown by the Divisional Commissioner, Konkan or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.
- 5. The Performance Bank Guarantee may be discharged/ returned by the Divisional Commissioner, Konkan upon being satisfied that there has been due performance of the obligations of the SI under the Agreement. However, no interest shall be payable on the Performance Bank Guarantee.
- 6. Divisional Commissioner, Konkan shall also be entitled to make recoveries from the SI's bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 7. We undertake to pay to the Divisional Commissioner, Konkan up to the above amount upon receipt of its first written demand, without the Divisional Commissioner, Konkan having to substantiate its demand, provided that in its demand the Divisional Commissioner, Konkan will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Signature			•••••
Name			
(in Block	letters)		
Designati	on		
(Staff Cod	de No.)		
Official	address:	(Bank's	
common	Seal)	•	

Attorney as per power of Attorney No. Date:	
WITNESS:	
Signature with Name, Designation & Address)	
Signature with Name, Designation & Address)	

14 Annexure IV

14.1 Power of Attorney

Name of Firm:

(To be submitted on the Letterhead of the Bidder)
[Date] To,
Divisional Commissioner, Konkan Office of Divisional Commissioner, Konkan Division 1st floor, Konkan Bhavan, CBD Belapur, Navi Mumbai, Thane - 400614
Ref: Power of Attorney - Development and Maintenance of integrated IT solution for monitoring of minor minerals for the Divisional Commissioner, Konkan, Government of Maharashtra.
Dear Sir,
We(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of 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 "Attorney") 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[s] for Selection as System Integrator for Development and Maintenance of integrated IT solution for monitoring of minor minerals, including but not limited to-
 signing and submission of all applications, Proposals and other documents and writings participating in conferences and providing information/ responses to Department of Revenue representing us in all matters before Department of Revenue signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal dealing with Department of Revenue in all matters in connection with or relating to or arising out of our Proposal for the said tender and/or till the entering into Agreements with Department of Revenue.
We do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
Authorized Signature [In full and initials]:
Name and Title of Signatory:

Address:		
Seal/Stamp of Bidder:		
Note: Maximum 2 persons per Bidder		

15 Annexure V

15.1 Integrity Pact

Between

Divisional Commissioner, Konkan Division, Government of Maharashtra (hereinafter referred to as the "Divisional Commissioner, Konkan")

And

..... (hereinafter referred to as the "Bidder")

Preamble

The Divisional Commissioner, Konkan invites the Bids from all eligible Bidders and intends to enter into contract for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals, with the successful Bidder(s), as per organizational systems and procedures. The Divisional Commissioner, Konkan values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s).

1. Commitments of the Divisional Commissioner, Konkan

- 1.1. The Divisional Commissioner, Konkan commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:
 - 1.1.1.No employee of the Divisional Commissioner, Konkan, either in person or through family members including relatives, will in connection with the bidding for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - 1.1.2. The Divisional Commissioner, Konkan shall, during the bidding process treat all Bidders with equity and reason. The Divisional Commissioner, Konkan will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the contract execution.
 - 1.1.3.The Divisional Commissioner, Konkan will exclude from the process all known prejudiced persons.
- 1.2. If the Divisional Commissioner, Konkan obtains information on the conduct of any of its employees which is a criminal offence or if there be a substantive suspicion in this regard, the Divisional Commissioner, Konkan can initiate disciplinary actions.

2. Commitments and Undertakings by the Bidder

- 2.1. The Bidder commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
 - 2.1.1. The Bidder undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Divisional Commissioner, Konkan associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange

any advantage of any kind whatsoever during the bidding process or during the execution of the contract.

- 2.1.2. The Bidder undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3.The Bidder undertakes not to commit any offence under the relevant anti-corruption laws of India; further the Bidder will not use improperly, any information or document provided by the Divisional Commissioner, Konkan as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
- 2.1.4. The Bidder will, when presenting his Bid undertake, to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2. The Bidder will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

3. Disqualification from Bidding Process and Exclusion from Future Contracts

- 3.1. If the Bidder(s), before the award or during execution, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question:
 - 3.1.1.the Divisional Commissioner, Konkan/RD shall be entitled to disqualify the Bidder(s) from the bidding process or to terminate the contract (if signed), on that ground; and/ or
 - 3.1.2.blacklist and exclude the Bidder for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Divisional Commissioner, Konkan/RD taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of ______ vears.
- 3.2. The question, whether a transgression is said to have been committed by the Bidder, should be determined by the Divisional Commissioner, Konkan/RD after due consideration of the available evidence and if it arrives at a conclusion beyond reasonable doubt.
- 3.3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Divisional Commissioner, Konkan's/RD absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 3.4. Subject to full satisfaction of the Divisional Commissioner, Konkan/RD, the exclusion of Bidder from current or future Bids could be revoked by the Divisional Commissioner, Konkan/RD if the Bidder can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.
- 4. Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

4.1. If the Divisional Commissioner, Konkan/RD has disqualified the Bidder from the bidding process or has terminated the contract pursuant to Section 3, the Divisional Commissioner, Konkan/RD shall be entitled to encash the Earnest Money Deposit and/ or encash Performance Bank Guarantee in addition to excluding the Bidder from the future award process and terminating the contract.

5. Previous Transgressions

- 5.1. The Bidder swears on oath that no previous transgressions occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country with any Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 5.2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

6. Company Code of Conduct

6.1. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the Development of the code of conduct throughout the company.

7. Pact Duration

7.1. This Pact comes into force from the date of signing by all the parties. It shall expire for the Bidder 12 months after the last payment under the respective contract, and for all other unsuccessful Bidders 3 months after the contract has been awarded.

8. Miscellaneous Provisions

- 8.1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Mumbai.
- 8.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 8.3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

For and on behalf of Divisional	For and on behalf of Bidder
Commissioner, Konkan	
	An authorized signatory duly nominated pursuant to Board Resolution No.
	(< <name>>)</name>
	< <designation>> <<company< td=""></company<></designation>
	Name>>
Date:	Date:
Place:	Place:

Witnessed by:	Witnessed by:
1.	1.

16 Annexure VI

16.1 Commercial proposal Covering letter

(To be submitted on the Letterhead of the Bidder)

[Date] To,

Divisional Commissioner, Konkan
Office of Divisional Commissioner, Konkan Division
1st floor, Konkan Bhavan,
CBD Belapur, Navi Mumbai, Thane - 400614

Ref: RFP for the Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals for the Divisional Commissioner, Konkan, Government of Maharashtra.

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals. To meet such requirements and to provide services as set out in the Bid document following is our quotation summarizing our Commercial proposal.

- 1. We, the undersigned, offer to provide the services for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals in accordance with your RFP dated [Insert Date] and our Technical Proposal. Our Financial Proposal is attached for your consideration.
- 2. We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of [Insert Period] from the date fixed for opening the Commercial Bid.
- 3. We do hereby undertake that Commercial proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer.
- 4. We understand and agree that our Commercial proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial proposal submitted by us.
- 5. We are aware that any conditional financial offer will be outright rejected by Divisional Commissioner, Konkan, Government of Maharashtra.
- 6. We understand and agree that assumptions made in the Bid proposal shall not have any commercial implications.
- 7. We undertake, if our proposal (attached herewith) is accepted, to provide all the services to implement the solution as put forward in this RFP or such modified requirements as may subsequently be mutually agreed between us and Divisional Commissioner, Konkan, Government of Maharashtra.
- 8. If our proposal is accepted, we will obtain a Performance Bank Guarantee in the format given in the Bid document issued by any Nationalized Banks or scheduled bank in India, acceptable to Divisional

Commissioner, Konkan, Government of Maharashtra for a sum equivalent to INR Ten Crore of the total agreement value for the due performance of the agreement.

- 9. Subject to us being the successful Bidder, until a formal agreement is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us.
- 10. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Divisional Commissioner, Konkan, Government of Maharashtra is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Divisional Commissioner, Konkan, Government of Maharashtra as to any material fact.
- 11. We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Bid response without assigning any reason whatsoever.
- 12. It is hereby confirmed that we are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this _	Day of	2025			
(Signature)					
(In the capac	ity of)				
(Name)	• ,				
Duly authori	zed to sign the	e commercia	al proposal	for and on be	half of:
(Name and A	Address of Co	mpany)			
Seal/Stamp	of Bidder	1 2/			
Witness Sign	nature:				
Witness Nan	ne:				
Witness Add	lrecc.				

Note: Authorized signatory should be an employee of the SI and should have been authorized vide a board resolution, authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP. Please provide complete chain of documents showing initial delegation by the board and any further sub delegation.

Details for Commercial Proposal

We hereby furnish the commercial proposal as under for your consideration -

1. Quotation for purposes of Financial Bid Evaluation-

Item description	Unit	Rate (INR per DigiTP excluding GST)	Rate (INR per DigiTP including GST)
Providing and supplying Digital	Per Digital-		
Transport Permits as prescribed in	Transport		
RFP along with software, hardware	Permit		
and firmware solution for minor	(DigiTP)		
mineral monitoring and carrying out			
all activities mentioned in RFP			

16.2 Inclusions in the costing

Following items are included in the above cost quoted by SI:

- a. Development of new features and maintenance of existing web-based Mining Monitoring System, android and iOS applications for Invoice generation and Monitoring, integration of GPS devices of multiple manufacturers with Vehicle Tracking module, integration of SMS gateways / Whats App gateway and payment gateways and integration with GRAS, long code and short code gateways, integration of miss call alert services, Development and maintenance of GIS module for spatial representation of data, hardware and servers required for system, Integration with external systems like VAHAN, BPMS, Land Records, etc. development and maintenance, monitor of weighbridge System, drone-based tracking module etc.
- b. Hosting, support, maintenance of entire solution
- c. SMS / WhatsApp charges for all transactional messages and alerts sent through system, long code and short code charges for receiving SMS on server and miss call alert service charges
- d. SI should provide paperless e-TP/DigiTP pass for all types of minor minerals and for all types of lessees. Maintaining call centre and giving 24-hour support to all the users of the system.
- e. Operating State level and district level Command Control Room (24×7)
- f. Providing training to all users at District Head Quarters.
- g. Making available one LiDAR based drone per administrative District of Maharashtra, with cameras capable of image stitching accuracy and geo-referencing on GIS maps.
- h. Providing one district level Mahakhanij system co-ordinator who can support and facilitate smooth functioning of the system at all levels.
- i. Entire solution as mentioned in scope of work.

17 Annexure VII

17.1 Drone & bathymetry specification

Drone Specification

	Technical Specifications VTOL Fixed wing Drone				
Sr. No.	Capacity	Specifications			
1	Category	VTOL Fixed wing drone – Made in india			
2	Sub-category	Autonomous unmanned aircraft system			
3	Class	Small			
4	Maximum Take-off Weight	15 kgs or less			
5	Overall dimension (l x b x h)	Less than 1600*3000*700			
6	Endurance	70 min			
7	Maximum speed	25m/s			
8	Operating altitude	1000 meters AGL			
9	Cruise speed	20m/s			
10	Stall Speed	12m/s			
12	Ceiling height	5000m AMSL			
13	Operating temperature	0*C to 55*C			
14	Operating Envelope	BVLOS			
15	Purpose of use	Surveillance			
16	Camera	16 MP camera or higher OR			
		LiDAR Sensor: ≥ 100 points/m ² resolution, ≥ 300 m range, vertical accuracy ± 5 cm			
17	Flight Controller	Flight Controller – made in india			
18	Battery Capacity	12S4P Batteries			
19	Battery / life cycle	500 cycles			
20	Flashing anti-collision strobe light	Strobe light in the wing tips			
21	Telemetry	Widely spaced primary, alt telemetry and standby telemetry			
22	Frequency hopping OR Frequency Array (Anti Jamming)	1000 hops/sec OR Array switching mechanism			
23	Multiple Navigation System (Anti spoofing)	GNSS/GLONASS/NAVIK (include L5)			
24	No. of Engine / Motor	1+4 BLDC motors – Made in India. Minimum lifespan of 400 hours			
25	ESC	5* ESC-80A D Shot Pro with Telemetry - Made in India			
26	Propeller Dimension	(1x18*12) + (4x21*63)			
27	Telemetry (Made in India)	4-5 KM line of sight			
28	Flashing anti-collision strobe light	strobe light in the wing tips			
29	Transport Box Size	1600*400*600mm			
30	Frequency band	2.4GHZ / 5.8GHZ			

Bathymetry Boat Specification

		Technical Specifications Dolphin Boat
Sr. No	Capacity	Specifications
1.	Туре	Triple-hull Vessel – Made in india
2.	Sub-category	Unmanned Survey Vehicle
3.	Maximum Take-off Weight	<10kg (22.0 lb). Maximum Load - 35 KG
4.	Overall dimension (l x b x h)	160cm x 38cm x 24cm
5.	Endurance	120 min
	Maximum speed	5m/s
	ESC	BL Heli reversible
8.	Cruise speed	1 m/s
9.	Material	Macromolecule Polyster Carbon Fiber
10.	Thruster	T500 Thruster with extra set of Propellers (clockwise and counterclockwise propellers)
	Operating temperature	0°C to +60°C (base requirement)
	Wave Resistance	1.25 m
	Purpose of use	Hydrographic surveys and mapping
14.	Camera	3Megapixel, FPV camera
		High-definition wireless video camera
		Siyi MK15 with built in display of 5.5"
15.	Flight Controller	Flight Controller – made in india
	Draught	0.15m
	Battery / life cycle	12 hours
	Battery	4S, 16.8v, 60 Ah
19.	Sea Condition	3 level (wind resistance 9 m/s)
20.	Communication Distance	2 KM
21.	Communication Port	RS232 / Internet Access
	Communication way	UHF, Network Bridge
	Frequency band	200 KHz
		5.0GHz
		UFH Frequency
24.	Echo Sounder	CHCNAV Single Beam Echo Sounder D390
25.	Antena	Long range antenna 1000 cd/m2
26.	Range	Long range in unobstructed environment

18 Annexure VIII

18.1 Agreement Template

This Agreement ("Agreement") is made on the __day of ______, 2025 at [•] between

The Divisional Commissioner, Konkan, Government of Maharashtra, having its head office at [•] (hereinafter referred to as "RD", "Department", or the "Divisional Commissioner, Konkan" which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

Party of the One Part

And

"[Name of the SI]", a Company registered under the [Act], having its registered office at [Office Address] (hereinafter referred to as the "SI" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners, successors and assigns)

Party of the Other Part

RD and SI are individually referred to as "Party" and collectively as "Parties".

WHEREAS

- A. RD had invited request for proposals vide ("RFP") for the Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals.
- B.C. The SI responded to the RFP as one of the bidders and participated in the Tender and has been selected as the Successful Bidder.
- D.E. The SI was issued a Letter of Intent vide letter no. dated by RD, which was accepted by the SI by letter no. dated
- F.G. Subsequently, the SI submitted Performance Bank Guarantee vide Bank Guarantee No. for an amount of Rs. 10,00,00,000 (INR Ten Crore) only dated
- H. Accordingly, RD has decided to appoint [Name of Bidder] as the SI having the sole responsibility to perform the work, the scope of which is detailed in the RFP ("Work") and also provide the support as stated in the Service Level Agreement annexed herewith ("Support"); the SI has agreed to perform the Work and provide the Support as per the terms of this Agreement and the RFP and the applicable schedules, exhibits, and annexures therewith.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. The words and expressions mentioned in the Agreement shall have the same meaning as are respectively assigned to them in the RFP
- 2. The following documents shall be deemed to form part and parcel of this Agreement and the same may be read and construed as part of this Agreement viz.
 - 2.1. Tender/RFP number GKN-10/CR463/KHA published on ("RFP") and the documents and forms appended thereto;

2.2.	The Bid documents submitted by the SI, including the Technical and the Financial
	Commercial Proposal ("Bid");

3. Ambiguities and Discrepancies within Agreement

Letter of Intent dated .

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- 3.1. Between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- 3.2. Between the provisions of this Agreement and the Schedules/Annexures/Exhibits, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures/Exhibits; and
- 3.3. Between any value written in numerals and that in words, the value in words shall prevail.

4. Priority of documents

2.3.

- 4.1. This Agreement, including its Articles, Exhibits, Schedules and Annexures represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:
 - In case of conflict between the provisions of the Agreement and the RFP, or the Bid of the SI; the provisions of this Agreement shall prevail over the RFP and Bid;
 - In case of conflict between the provisions of the RFP, and the Bid of the SI; the provisions of the Bid shall prevail over the RFP.
- 4.2. For sake of clarity, any mention of this Agreement, the RFP, or the Proposal or Bid of the SI shall also include the documents appended thereto, including all exhibits, schedules and annexures.

5. Service Level Agreement

- 5.1. Service Level Agreement ("SLA") shall be annexed to this Agreement and marked as Exhibit A and shall be entered into concurrently with this Agreement between Divisional Commissioner, Konkan and SI. In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.
- 5.2. The SLA shall be a separate divisible Agreement in respect of this Agreement.
- 5.3. The Parties shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between Department and SI in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

be valid for a period of 5 years from

7. Extension of the agreement

This Agreement may be extended by Department in its sole and absolute discretion for a further term of up to 2 years, by giving to the SI written notice of at least three months prior to the expiration date of the Initial Term.

8. Scope of Work for the SI

- 8.1. The scope of work for the SI will be as per the scope defined in the RFP.
- 8.2. The roles and responsibilities of the Parties under this Agreement have been set out in detail in the RFP.

9. Payment terms

- 9.1. In consideration of the Work and the Support provided by the SI and subject to the provisions of this Agreement and of the SLA, the SI shall be entitled to charge the various Stakeholders (excluding the Divisional Commissioner, Konkan of other Govt. departments) the amounts specified in the commercial / financial proposal as set out in the Bid.
- 9.2. The SI shall mandatorily provide the source code at the time of quarterly billing. In case the SI fails to provide the source code during the billing cycle, further payments to the SI shall be kept on hold until the source code is received.
- 9.3. The SI shall be solely responsible to make payment to its employees.

10. Representations and warranties of the SI

- 10.1. The SI represents and warrants to the Department that:
 - It possesses and has the required professional skills, personnel and technical resources to deliver the Services and have offered to provide the Services, on the terms and conditions set forth in this Agreement.
 - It is duly organized, validly existing and in good standing under the laws of India and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder.
 - It has full power and authority to execute, deliver and perform its obligations under this Agreement.
 - This Agreement is executed by a duly authorized representative of the SI.
 - This Agreement constitutes the legal, valid and binding obligation of SI, enforceable against it in accordance with the terms hereof.
 - From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
 - The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement,

understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- It will comply, at its cost, with all Applicable Laws. SI warrants that it will comply with all privacy and data protection laws, rules, and regulations that are or that may in the future be applicable to the Work or to information relating to customers and employees of Department.
- SI shall comply with all the requirements of RFP.
- It will collect and maintain all the information collected from various project offices. All such information will be treated as Confidential Information by the SI and will not be disclosed and used by it other than the purposes set out in this Agreement.
- Professional Services: SI warrants that it will provide the Services with promptness, diligence and in a workmanlike and professional manner, in accordance with the terms of the Agreement and with the practices and professional standards used in well-managed operations performing services similar to the Work.
- It will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. SI shall be responsible for the acts of its employees, sub-contractors, or any other persons deployed by it for performing its obligations pursuant to the RFP project. Department reserves its right to initiate criminal action against the agents/employees of SI for fraud or misappropriation, besides stringent penalties.
- The System shall function substantially in conformance with the requirements of the RFP and the Technical proposal submitted by the SI.

11. Viruses, Malware and/or Disabling Devices

- SI hereby warrants that it will use industry best practices to identify, screen, prevent and not introduce malware/viruses and/or disabling devices (that is, counter, time lock, worms or Trojan horses) into the environment.
- SI warrants that it will use commercially reasonable efforts to ensure that no forms of harmful surreptitious code or other contaminants, including commands, instructions, devices, techniques, bugs, or web bugs, or other
- Malware are introduced into any computer system, database, software, equipment, web site, or processes used to provide the Services. If a Malware program is found to have been introduced into any environment/system described above, the SI promptly shall notify in writing of the introduction and shall take all necessary steps in reducing the effects of the Malware program, and if the Malware program causes an interruption of the Services, a loss of operational efficiency or loss of data, SI shall mitigate and restore such losses.
- 11.1. For any software used in performing the Work, the SI warrants that it will not insert into such software any code that would have the effect of disabling or otherwise shutting down all or any portion of the System. With respect to any disabling code that may be part of software, the SI will represent and covenant that it shall not invoke such disabling code at any time without Department's prior written consent.

- 11.2. Non-Infringement: SI warrants that it will perform its responsibilities under the Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret, or other proprietary rights of any third party.
- 11.3. Implied Warranty: The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

12. Representations and warranties of the Department

The Department, wherever applicable, represents and warrants to the SI that:

- 12.1. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- 12.2. It has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 12.3. It has the financial standing and capacity to perform its obligations under the Agreement;
- 12.4. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- 12.5. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 12.6. There are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasijudicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement; and
- 12.7. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any adverse effect on the Department or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.

13. Obligations of the Department

Without prejudice to any other undertakings or obligations of the Department under this Agreement, wherever applicable, the Department or its nominees or its authorized representatives shall perform the following:

- 13.1. To provide support through personnel to perform user acceptance test during the term;
- 13.2. To provide any support through personnel and/or test data during development, rollout, stabilization, maintenance phase, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons.
- 13.3. If required, to authorize the SI to interact with external entities for Development of the Project.

14. Assistance and Exemptions

Unless otherwise specified, the Department shall use its best efforts to ensure the following:

- 14.1. Provide the SI with work permits and such other documents as shall be necessary to enable the SI to perform the Work; and
- 14.2. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective Development and Maintenance of the System.

15. Obligations of the SI

- 15.1. It shall perform the Work as set out in the RFP and provide Support in a good manner commensurate with industry and technical standards, and so as to comply with the applicable service levels set out with in the Service Level Agreement, annexed hereto and marked as Exhibit A.
- 15.2. It shall ensure that the Work is performed as per the project timelines set out in this RFP.
- 16. Force majeure events and events of default
 - 16.1. The SI, or the Department, as the case may be, shall be entitled to suspend or excuse performance of their respective obligations under this Agreement to the extent that such performance is impeded by an event of Force Majeure events as stated herein.

17. Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

- 17.1. Is beyond the reasonable control of the affected Party;
- 17.2. Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- 17.3. Does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- 17.4. Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and

17.5. May be classified as all or any of the following events:

A. Non-Political Events

- a. Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- b. Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the System-activity or biologically contaminating material;
- c. Strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the SI and which affect the timely Development and Maintenance and continued operation of the System; or
- d. Any event or circumstances of a nature analogous to any of the foregoing.

B. Political Events

- a. Change in Law, other than any change in Law for which relief is provided under this Agreement;
- b. unlawful or unauthorized revocation of, or refusal by Department or any of its agencies to renew or grant any clearance or required licenses consents required by the SI to perform its obligations, without valid cause;
- any judgment or order of any court of competent jurisdiction or statutory authority in India made against the SI in any proceedings for reasons other than failure of the SI to comply with Applicable Laws or required licenses/ consents or on account of breach thereof, or enforcement of this Agreement;
- d. unlawful or unauthorized revocation of, or refusal by any authority other than the Department or to renew or grant any licenses/ consents required by the SI to perform its obligations without valid cause;

C. Other Events

An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

17.6. **Notification procedure for Force Majeure**

• The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism set forth in this Agreement.

• Upon cessation of the situation which led the Party in claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

18. Non-Disclosure

The Parties agree that they shall be disclosing confidential and sensitive information to the other and as such the Parties will execute a non-disclosure agreement a format of which is annexed herewith and marked as Exhibit B.

19. Material Breach

- 19.1. In the event that either Party believes that the other Party is in material breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice to the other party for curing such breach. In case the material breach continues, after the notice period, as the case may be, the Party not in breach will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the material breach
- 19.2. The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

20. Effects of termination

- 20.1. In the event that RD terminates this Agreement pursuant to a material breach of this Agreement by the SI the Performance Bank Guarantee furnished by SI shall be forfeited.
- 20.2. In the event that or the SI terminates this Agreement, the RD and other Govt. departments and Stakeholders shall cease using the System.

21. Termination of this Agreement due to bankruptcy of SI

The Department may serve written notice on SI at any time to terminate this Agreement with immediate effect in the event that the SI passes resolution for winding up or has a winding up order made against it or is declared bankrupt by any competent court.

22. Intellectual property rights

22.1. **Products and fixes**

After the expiration or termination of agreement, the SI will grant the Divisional Commissioner, Konkan an exclusive, license to use the System. The Divisional Commissioner, Konkan may (a) modify, translate or create any derivative works based on the System; (b) publish or otherwise make publicly available any benchmark, performance or comparison tests that the Department runs (or has run) on the System; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to reconstruct the source code of the System software

22.2. Ownership

The RD owns all rights, title, and interest in and to the System and the components thereof.

22.3. Residuals

In no event shall SI be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the System. In addition, subject to the confidentiality obligations, SI shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services which either Party, individually or jointly, develops or discloses under the Agreement; except to the extent such use infringes the intellectual property rights of the other Party or Third Parties or breaches its confidentiality or other obligations under the Agreement or other agreements with the other Party or Third Parties.

22.4. Infringement of Intellectual Property Rights

- SI confirms that the System does not infringe any third-party intellectual property rights.
 SI shall indemnify the Department against all Claims arising from third party claim of the System infringing any third-party intellectual property right.
- If, as a result of such claim, the Department is injuncted from using the System or any part thereof or in is likely to be injuncted, SI, at its expense, shall (i) modify such portion of the System (provided its functionality is not impaired) so that it is no longer infringing, (ii) replace such portion of the System with a functionally equivalent of the same, or (iii) obtain the right for the Department to continue using such System.
- For a third-party product supplied by SI, SI shall pass on to the Department all the indemnities offered by the third party.

22.5. Trademarks, Publicity

Neither Party may use the trademarks of the other Party (s) without the prior written consent of the other Party (s) except that SI may, use the RFP project as a reference for credential purpose.

23. Personnel

- 23.1. The personnel assigned by SI to perform the Work shall be employees of SI, and under no circumstances shall such personnel be considered employees of Department.
- 23.2. SI agrees that no right of any employment with Department/ shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by SI pursuant to this Agreement.
- 23.3. All remuneration, claims, wages, dues of such employees, agents, contractors, of SI is agreed to be paid by SI alone and that Department does not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of employee, agents, contractors, and subcontractors of SI.
- 23.4. The SI shall have the sole responsibility for the supervision and control of the personnel deployed in t compensation, including salary, remittance of income taxes and social security taxes, workmen's compensation, employee and shall be responsible for all obligations of an employer subject to Applicable Laws.
- 23.5. The SI shall use its best efforts to ensure that sufficient SI personnel are assigned to perform the Services, and those personnel have appropriate qualifications to perform the Services.
- 23.6. Department and / or shall have the right to seek the removal or replacement of any SI personnel (in case of gross misconduct, under performance, misbehaviour, moral turpitude or any other reasons detrimental to the interest of the project) performing work under this

Agreement. In the event that Department or requests that any SI personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.

24. Information security

The SI shall comply with the relevant security, safety and other requirements specified in the Information Technology Act (wherever applicable) and any other directions issued from time to time by the Department and/or and follow the industry standards related to safety and security, insofar as it applies to the provision of the Services.

25. Limitation of Liability

Neither party shall, in any event, be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, oydr third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property of the other party.

26. Miscellaneous

- 26.1. **Dispute Resolution.** If any difference or dispute arises between the Department and the SI in connection with the validity, interpretation, Development or alleged breach of any provision of this NDA, any such dispute shall be referred to a single arbitrator chosen with the mutual agreement of both Parties.
 - The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - The place of arbitration shall be Mumbai.
 - The arbitrator's award shall be substantiated in writing and binding on the parties.
 - The proceedings of arbitration shall be conducted in English language.

26.2. Independent Contractor

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA.

26.3. Assignment

- All terms and provisions of this Agreement shall be binding on and shall inure to the benefit
 of the Department and their respective successors and permitted assigns
- The SI shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- The Department may assign or novate all or any part of this Agreement and Schedules/Annexures/Exhibits, and the SI shall be a party to such novation, to any third party contracted to provide outsourced services to Department or

26.4. Notices

- Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- In relation to a notice given under this Agreement, any such notice or other
 - Document shall be addressed to the other Party' address mentioned on the first page of the Agreement.

26.5. Variations and Further Assurance

No amendment, variation or other change to this Agreement or the SLA shall be valid unless in writing and signed by authorized representatives of both Parties.

26.6. Severability and Waiver

- If any provision of this Agreement or the SLA, or any part thereof, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives

For and on behalf of Divisional Commissioner, Konkan	For and on behalf of System Integrator
	An authorized signatory duly nominated pursuant to Board Resolution No.
Divisional Commissioner, Konkan	(< <name>>)</name>
Divisional Commissioner, Konkan	< <designation>></designation>
Office of Divisional Commissioner, Konkan Division	< <company name="">></company>
Date:	Date:
Place:	Place:

Witnessed by:	Witnessed by:

EXHIBIT - A

SERVICE LEVEL AGREEMENT

This Exhibit - A sets out the service level agreement ("SLA") expected to be provided by the System Integrator (the "SI") towards various stake holders with regard to the project outlined in the RFP document and shall form an integral part of the Agreement. Terms used in capitals but not defined here shall have the same meaning, as set out under the Agreement.

1. Effective dates

The provisions of this SLA shall come into to force for each Phase of the project (as stated in the RFP) upon the completion of the Go Live for the respective phase. Any delay in go-live of the project will attract penalty of Rs 10,000/- Per day.

2. Warranties

- 2.1. The SI warrants that in the course of rendering the aforesaid services, the SI shall:
 - 2.1.1. assign personnel of appropriate qualifications, skills and experience to perform the services in order to fulfil its obligations under the RFP and under this Exhibit;
 - 2.1.2. exercise requisite control and supervision over its personnel in the course of rendering entire services. (i.e. from start till expiry of services). S
 - 2.1.3. shall replace its personnel in case of complaints, within 4 weeks of the receipt of notice from the authorized representative of the Divisional Commissioner, Konkan, outlining the complaint.
 - 2.1.4. Acknowledge and resolve problems, if any relating to software or services within the hours stipulated herein.
 - 2.1.5. Provide the services and software in accordance with the requirement specified in RFP and this Exhibit. The SI shall be responsible for the efficient operation of the software and its various Modules.

2.2. Call Centre Support

- 2.2.1. The SI shall maintain at its own cost and expense a call centre for supporting the various stakeholders of system. Such support shall be made available 24×7 not including state govt. holidays. The number for stakeholders to call the SI's call centre need not be a toll-free number. The call centre shall have sufficient number of call lines, so that waiting period for any stakeholder calling the call centre, shall not exceed more than 2 minutes.
- 2.2.2. The call centre shall be responsible for the tracking system where support service issues are logged, managed and maintained ("Ticketing System").
- 2.2.3. If any of the stakeholders as specified in the RFP faces any issue in relation to use or access of the software or in the services provided by the SI as per the RFP, such person can call the call centre number maintained by the SI and report the necessary details of the issues to the call centre. The call centre shall within 2 hours of the stake holder contacting the call centre, acknowledge the issue and provide a tracking ID of the compliant / request number to the concerned stakeholder, after raising a ticket.

- 2.2.4. The details of the ticket shall also be communicated to the concerned stake holder via email/ SMS made available to the SI by the Divisional Commissioner, Konkan or the concerned Stakeholder.
- 2.2.5. The call centre shall pass on the complaint to the concerned department of the SI who shall address and resolve the issue.

3. Software Support

- 3.1. Coverage- this section shall cover:
 - 3.1.1. all the modules of the software System stated in the RFP, including Registration Module, Revenue Collection Module, Monitoring Module and e-tendering, e-auction module;
 - 3.1.2. The software interface available to the stake holders via internet through, the android and iOS application, accessible through common browsers (like Internet explorer, Mozilla, Chrome, Safari etc.) or via the SMS gateway;
 - 3.1.3. The database of the system and the copy of database maintained on cloud, if the need be.
- 3.2. **Exceptions-** the SI shall not be responsible for any error or bug in the software, or any downtime attributable to, or any liability arising out of or as a result of
 - 3.2.1. Negligence or default of any third party, including the sand contractor,
 - 3.2.2. Failure or delay in performing services or operation of the software or any part thereof as a result of telecom service, internet availability or a force majeure event,
 - 3.2.3. Failure or default of personnel of the Divisional Commissioner, Konkan or other governmental department or contractor to adhere to any responsibilities set out in the RFP or any dependencies causing the delays attributable to the Divisional Commissioner, Konkan,
 - 3.2.4. Failure or default in providing sufficient details of issue, or access to mobile or computing device by person raising requesting support,
 - 3.2.5. Downtime not reported by an appropriate ticket through the specified channel and in the specified format,
 - 3.2.6. Failure or errors in external hardware or connected third party software such as CCTV cameras, GIS Maps, GPS tracker, RFID tags, RFID Scanners, and Smart cards for vehicles and the like or third party services such as payment gateways, internet providers telecom providers etc.,
 - 3.2.7. Failure by appropriate stakeholder to provide required support for integrating external hardware or connected third party software such as CCTV cameras, GIS Maps, GPS tracker, RFID tags, RFID Scanners, and Smart cards for vehicles and the like, with the software.

- 3.2.8. Unauthorized access to the System, hacking or introduction of malicious code in the software by any party other than the SI or its employees,
- 3.2.9. Failure by District Mining offices and Sand contractors to provide required internet connectivity at site and related hardware such as TV, CCTV, Mobile phones, Computers etc. SI shall be responsible to integrate the hardware with the main System. Failure by Divisional Commissioner, Konkan to provide the required support from the hardware supplier.
- 3.2.10. Requests for change in Software- only the Project Steering Committee constituted at the State level by Divisional Commissioner, Konkan, Government of Maharashtra may request changes to functionality, additional functionality or entirely new set of modules/reports/graphs and dashboards through SI's support team.
- 3.2.11. Issue caused by server system.

3.3. SLAs towards various stake holders for resolution of reported issues

Priority Level	Priority details	Resolution <u>Time</u>
Priority 1	Urgent: Critical Software disruption in a live environment for which there is no work around, e.g., the software is down, or substantial portion of the Software is inoperative.	1 Day
Priority 2	High: Severe software disruption in a live environment for which there is a work around, but performance and/or functionality is severely degraded or limited.	2 Days
Priority 3	Normal: A minor issue is impacting usability or administration of the system, major features/functions are working correctly. A potential future problem has arisen.	3 Days
Priority 4	Low: Requests concerning software changes, functionality, system architecture, etc.	7 Days

3.4. Consequences of SLAs –

The SI shall maintain records of the issues raised by stake holders in each month, the nature of the issue and whether the same was resolved within the resolution times stated above ("Resolution Times"). The SI will also furnish the Divisional Commissioner, Konkan a Performance Bank Guarantee of Rs. 10,00,00,000/- (Rupees Ten Crore Only). If the issues reported by the Stakeholders were not resolved within the Resolution Times, the Divisional Commissioner, Konkan may adjust the penalty as per the table below against the bank guarantee furnished by the SI, such that when the entire amount of Performance Bank Guarantee is adjusted against the penalty, the Divisional Commissioner, Konkan shall be entitled to enforce the Performance Bank Guarantee. If the Divisional Commissioner, Konkan enforces the Performance Bank Guarantee in accordance with this section, the SI will be required to furnish a further Performance Bank Guarantee to the Divisional Commissioner, Konkan

No. of issues not resolved in a	Amount of Penalty
month within resolution times	
0 % to 5%	No penalty would be levied

6% to 15%	amount of Rs. 50,000 (Fifty Thousand) shall be adjusted against Performance Bank Guarantee
16% to 30%	amount of Rs. 1,00,000 (One Lakh) shall be adjusted against Performance Bank Guarantee
31% to 50%	amount of Rs. 3,00,000 (Three Lakhs) shall be adjusted against Performance Bank Guarantee
>50%	amount of Rs. 5,00,000 (Five Lakhs) shall be adjusted against Performance Bank Guarantee

4. Providing Paperless Transport Permits (e-TP/DigiTP)

4.1. Coverage-

4.1.1. The SI shall be responsible for providing paperless Transport Permits as per the specifications and possessing the features provided in the RFP;

Exhibit B

Non-Disclosure Agreement

	is Non-Disclosure Agreement ("NDA") is made and entered on this day of the onth year (effective date) by and between
(he	e Divisional Commissioner, Konkan, Government of Maharashtra, having its head office at [•] reinafter referred to as "Divisional Commissioner, Konkan" which expressions shall, unless it be augnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) Party of the One Part
	And
Ad	Name of The SI]", a Company incorporated under the laws of India, having its registered office at [Office dress] (hereinafter referred to as the "SI" which expression shall, unless it be repugnant to the context meaning thereof, be deemed to mean and include its partners, successors and assigns) Party of the Other Part
RD	and SI are individually referred to as "Party" and collectively as "Parties".
W	HEREAS:
A.	Department had invited request for proposals vide Tender/RFP number published on ("RFP") for the Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals.
В.	The SI responded to the RFP and participated in the Tender and has been selected as the Successful Bidder.
C.	Consequently, the Department and SI have entered into an Agreement ("Agreement") Dated; and
D.	Each Party desires to disclose to the other Party certain information in oral or written form which is proprietary and confidential to the disclosing party, in connection with the performance of the responsibilities listed in the RFP and the Agreement and their appending documents ("Purpose").
	DW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained rein, the parties agree as follows:

27. **Definitions.** As used herein:

27.1. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with Stakeholder's/citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, software architecture, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services, results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's information including citizen/users/persons/customers personal or sensitive

personal information as defined under any law for the time being in force, shall also be considered Confidential Information.

- 27.2. The term "Confidential Information" shall not include information:
 - i. which is independently developed by receiving party or lawfully received from another source free of restriction and without breach of this NDA; or
 - ii. after it has become generally available to the public without breach of this NDA by receiving party; or
 - iii. which is received from a third party not subject to the obligation of confidentiality with respect to such information;
- 27.3. For the sake of clarity the term, "**Department**" or "**Divisional Commissioner, Konkan**" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- 27.4. The term, "SI" shall include the directors, officers, employees, agents, consultants, contractors and representatives of SI, including its applicable affiliates and subsidiary companies.
- 28. **Protection of Confidential Information.** With respect to any Confidential Information disclosed to it or to which it has access, both Parties affirm that they shall:
 - 28.1. Use the Confidential Information as necessary only for the Purpose and in accordance with the terms and conditions contained herein;
 - 28.2. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the Parties take to protect the confidentiality of their own respective proprietary and confidential information and that of their clients/ customers;
 - 28.3. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, proposals developed by or originating from disclosing party or any of the prospective clients of disclosing party except as necessary, under prior written consent of the disclosing party, in connection with the Purpose, and ensure that any such copy is immediately returned to disclosing party even without express demand from disclosing party to do so;
 - 28.4. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other Party; and
 - 28.5. Return to the other Party, or destroy, at disclosing party's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the occurrence of (i) expiration or termination of the Agreement, or (ii) the request of the other Party therefor; whichever is earlier.
- 29. **Remedies.** Both Parties acknowledge that (a) any actual or threatened disclosure or use of the Confidential Information by receiving party would breach of this NDA and may cause immediate and irreparable harm to disclosing party; (b) damages from such un-authorized disclosure or use by the receiving Party may be impossible to measure accurately; and (c) injury sustained by disclosing Party

may be impossible to calculate and remedy fully. Therefore, the Parties acknowledge that in the event of such a breach, the disclosing Party shall be entitled to specific performance by the receiving Party of the receiving Party's obligations contained in this NDA. Moreover, prevailing Party shall be entitled to recover all costs (including reasonable attorneys fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this NDA by non-prevailing Party.

- 30. **Need to Know**. The receiving Party shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the Purpose, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing Party.
- 31. **Intellectual Property Rights Protection.** No license to a Party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such Party.
- 32. **No Conflict**. The Parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation to which they are a party or by which the respective parties are bound.
- **33**. **Authority.** The Parties represent and warrant that they have all necessary authority and power to enter into this NDA and perform their obligations hereunder.
- 34. **Dispute Resolution.** If any difference or dispute arises between the Department and the SI in connection with the validity, interpretation, Development or alleged breach of any provision of this NDA, any such dispute shall be referred to a single arbitrator chosen with the mutual agreement of both Parties.
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - b. The place of arbitration shall be Mumbai.
 - c. The arbitrator's award shall be substantiated in writing and binding on the Parties.
 - d. The proceedings of arbitration shall be conducted in English language.
- 35. **Governing Law.** This NDA shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the Parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
- 36. **Amendments.** No amendment, modification and/or discharge of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.
- 37. **Binding Agreement.** This NDA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 38. Severability. It is the intent of the Parties that in case any one or more of the provisions contained in this NDA is held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this NDA.

- 39. **Waiver.** If either Party should waive any breach of any provision of this NDA, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 40. **Survival.** Both Parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this NDA shall survive for a period of 5 years from go-live date or even after any expiration or termination of the Agreement, however, the Confidential Information which contains trade secret(s) of a Party shall be kept confidential in perpetuity.
- 41. **Term.** This term of this NDA shall be co-terminus with the Agreement between the Parties.

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

For and on behalf of Divisional Commissioner, Konkan	For and on behalf of System Integrator
	An authorized signatory duly nominated pursuant to Board Resolution No.
Divisional Commissioner, Konkan	(< <name>>)</name>
Divisional Commissioner, Konkan	< <designation>></designation>
Office of Divisional Commissioner, Konkan	< <company name="">></company>
Division	
Date:	Date:
Place:	Place:
Witnessed by:	Witnessed by:
1.	1.

Tender Reference No: RD/RB/E-3992045/001/2025

Request for Proposal (RFP) for Selection of System Integrator for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals

(Government of Maharashtra)

Date: - 18/11/2025

Clarification cum Corrigendum Document # 01

Issued By:

Divisional Commissioner, Konkan Division Office of Divisional Commissioner, Konkan Division 1st floor, Konkan Bhavan, CBD Belapur, Navi Mumbai.

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
1	12	5.3	1. As per the old 2019 RFP Tender Reference No: GKN-10/CR463/KHA, joint ventures were allowed. so why there is need for the government for not allowing it and what are the primary responsibilities of the bidder also what type of non-core activities are allowed in sub-contracting. 2. Is software development, Drone survey or field support?	As mentioned in RFP 2. Refer RFP Section 9.1
2	16	5.19-iii	1. In the previous RFP (Tender No. GKN-10/CR463/KHA, dated July 2019), the minimum annual turnover requirement for pre-qualification was ₹1 crore. However, in the current tender, the minimum annual turnover requirement has been increased to ₹500 crore. 2. We request clarification on the basis and justification for this substantial increase in the turnover criteria, as it significantly affects bidder eligibility. Kindly confirm whether this change is aligned with the project scope, estimated cost, or any specific policy directives.	As mentioned in RFP 2. As per MeiTY/DIT guidelines section 1.4.1 Average Turnover>=5 times of Project Cost
3	17	5.19-vii	1. Please clarify what scale or extent of the GPS-based vehicle tracking component will be considered as meeting this eligibility criterion. For example, in Maharashtra, there are more than 1 lakh vehicles used for transportation of minor minerals. If a bidder has completed or is executing a project involving GPS-based tracking of around 50 vehicles, will such a project be considered eligible under this criterion? Kindly specify the minimum number of vehicles or scope threshold that qualifies as a valid GPS-based vehicle tracking component for eligibility purposes.	As mentioned in RFP

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
4	22	5.23	As per the old 2019 RFP Tender Reference No: GKN-10/CR463/KHA, The Bidder`s Average Annual Turnover were 1 Crore but as per the new tender it starts from 500 crore to 1000 crore, so why there is massive need of government about bidder average turnover, what is reason behind it for allowing such companies which are having more than 100 times annual turnover than the old tender	As mentioned in RFP (As per MeiTY/DIT guidelines section 1.4.1 Average Turnover>=5 times of project cost)
5	17	5.19	Kindly clarify the rationale for omitting the mining domain experience criteria in the current RFP. Considering that the project is directly related to monitoring and management of mining and mineral transportation activities, we request the authority to include basic knowledge and experience in mining operations as a part of the prequalification requirements to ensure technically capable and domain-relevant participation.	As mentioned in RFP

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
6	29	5.27	 Will charges be applicable after creation of the transport invoice/e-Transit Permit (eTP)? or Will charges be based on the number of DigiTPs provided by the System Integrator (SI), irrespective of their usage for transportation? 	As mentioned in RFP (All applicants on Mahakhanij system will have to pay minor mineral royalty and other charges to the government in advance before obtaining final excavation permission. SI charges will be charged from the Royalty Holder at the time of TP generation as per the rate quoted per DigiTP)
7	33	l 7.1.2-C	Kindly clarify whether it is mandatory to purchase a boat as per the specifications provided in Annexure VII for each district, or whether a single boat can be utilized across multiple districts for carrying out bathymetric surveys	As mentioned in RFP (Refer RFP Section 9.1)

Sr.	RFP Page No.	Clause (Ref	Clarification/Modification sought	DC-Konkan Remark
8	44	7.6	As per the clause, the System Integrator (SI) is expected to conduct a LiDAR-based assessment of every mining site at least once every quarter. Kindly clarify the following: 1. Will the Collector's office issue directions to conduct the LiDAR survey & In case the respective Collector's office does not issue instructions or approval to conduct the survey, what is the responsibility of the SI? 2. Will the SI be held responsible for non-conduct of the LiDAR survey in such cases, or will the responsibility lie with the concerned authority that did not issue the direction?	As mentioned in RFP (It is required to conduct the LiDAR survey of all active mining sites by SI Every Quarter. However there can be some exemption as per local mining conditions with consultation and approval from the District Mining Office for conducting survey of site however at least 2 surveys are mandated in a financial year (i.e. 1st April to 31st March)
9	50	10.3	We request the department to kindly clarify whether all royalty payments deducted from civil contractors across Maharashtra, against civil works executed for various government agencies, are uniformly credited to the Treasury account of the Divisional Commissioner, Konkan?	As mentioned in RFP (Treasury account of the Divisional Commissioner, Konkan/Revenue Department, GoM)

Sr. No.	RFP Page No.	Clause (Ref	Clarification/Modification sought	DC-Konkan Remark
10	34	7.1.2(a)	 Which base maps are allowed? Google, Bhuvan/ISRO, OSM, proprietary? Confirm GIS layers required: mine boundaries, river, forest, roads, cadastral, drone orthos, DSM/DTM, vehicle GPS Will gov provide cadastral/Khasra maps? Will department supply satellite layers (Bhuvan) or vendor licenses imagery? Integration with land records / mining lease repository / enforcement app? 	As mentioned in RFP All GIS layers are required Government will provide cadastral/Khasra data
11	34-35	7.1.2(e)	 Confirm complete list of user types and permissions for each role beyond those listed (Officers, Supervisors, Drivers, Traders, Consumers) Will apps be hosted under Govt App Store Account or SI's developer account? Provide workflow for e-litigation flow: case creation, evidence capture, penalties, appeals, status tracking Offline functionality required for remote mining belts? (QR scan, GPS logs, challan creation) Should app capture geo-tagged photos/videos/audio notes with tamper-proof metadata? Any mandated UI/UX guidelines (Gov Design System / NIC guidelines)? Any mandatory mobile analytics tools (Firebase/Mixpanel etc)? In-app support required? (Chatbot/call support) 	As mentioned in RFP 2. Govt. App Store 4. Offline functionality would be required 5. Geo tagged, time stamped, tamper proof photo/video required 6. Refer UX4G guidelines 7. No as such analytics required 8. Required
12	35	7.1.2(f)	 Confirm total functional scope of chatbot beyond listed items (permits, licenses, surrender, e-pass, returns, fees, seizure auctions) Should chatbot support only FAQ or also assist with transactional workflows? (Permit creation, application status, payment status) Required channels: Website, Mobile app, WhatsApp, IVR? Is bot expected to be AI/NLP-based or basic rule-tree bot? Will dept provide dataset for training? (mining terms, policy vocabulary) Should bot collect feedback and train based on it? 	As mentioned in RFP 2. Chatbot Should support Permit creation, application status, payment status 4. Just basic rule tree 5. Department Will provide

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
13	36	7.1.2(f)	 Should e-Tender/e-Auction comply with GFR, GeM guidelines, e-Procurement policy, STQC-NIC norms, RBI & IT Act? Is bidder activity dashboard required for department? Should plots be selectable on GIS map & linked to auction docs? Should system support dispute/appeal workflow? 	As mentioned in RFP 1. It should comply 2. It is required 3. It should be linked 4. It should support
14	37	7.1.2(g)	 Confirm all tax heads to be supported (Royalty, DMF, TCS, GST, Surface Rent, Local Body Tax, SI charges etc.) Can demand notes be revised? Under what events? Daily automated bank reconciliation required? Will department share lease master & coordinates in ready digital format? 	As mentioned in RFP 1. Department will confirm once onboard 2. It should be revised 3. Weekly Reconciliation 4. Department will confirm once onboard
15	38	7.1.2(j)	 Who bears GPS device cost? Department / lessee / transporters? Confirm if route deviation logic uses fixed routes or dynamic geofencing Expected AI models: detour, ETA deviation, illegal stop, quarry re-entry, permit reuse Required history retention period (90 days/1yr/5yrs)? Do SLAs exclude network-dead zones & GPS outage? Is LiDAR required as live stream, batch upload, or periodic survey processing? Should AI decisions include evidence & explainable insights? Should anomalies display on GIS map with time slider? Please provide the total number of Transport Permits (TP) issued annually for the last five financial years (FY 20–21 to FY 24–25) 	As mentioned in RFP (Refer section 9.1) 4. History retention period till contract period 9. Average 50 lacs TP's issued/year in last 5 years for all types of minor minerals

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
16	12	5.3	Allowing a two-member consortium (lead bidder + partner) enables broader participation, combines complementary expertise, and supports complex project delivery—while maintaining accountability through a binding agreement and clear role definitions Consortium Participation: Bids from consortiums comprising up to two entities shall be permitted, subject to the following conditions: - One entity must be designated as the Lead Bidder, who shall be the single point of contact and shall bear primary responsibility for the execution of the project. - The other entity shall be the Consortium Partner, jointly responsible for delivering the scope as defined in the bid submission. - The consortium as a whole must collectively meet all Pre-Qualification (PQ) criteria specified in this RFP. However, the Lead Bidder must independently meet the majority of the core PQ criteria, including financial and legal eligibility. - A legally binding Consortium Agreement must be submitted with the bid, clearly defining roles, responsibilities, and liabilities of each member. - Sub-contracting for non-core activities may be permitted as per the terms of the contract, but the Lead Bidder shall retain overall accountability for project delivery.	As mentioned in RFP
17	16	5.19 Sr. No. ii	Requesting to allow the incorporation certificate to prove operation more than 10 years this will allow the wider participation.	Refer Technical Corrigendum (Sr. No.1)

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
18	16	5.19 Sr. No. iii	Requesting to relax the turnover criteria that allow the maximum participation and create proper competition, below is revised cluse considering scope of work of project " The Bidder must have an Average Annual Turnover of at least ₹100 Crore during the last three audited financial years (FY 2022-23, 2023-24, 2024-25).	As mentioned in RFP
19	16		Requesting to relax the turnover criteria that allow the maximum participation and create proper competition, below is revised cluse considering scope of work of project " The Bidder must have: • A positive Net Worth in each of the last three financial years, • Must have been profitable (Profit after Tax) in each of the last three financial years • Must have a Net Worth of at least ₹40 Crore as of March 31, 2025.	As mentioned in RFP
20	17	5.19 Sr. No. vi	Request to revised clause considering industry standard as, year of experience should consider from state of golive instead of contract signed as The Bidder must have successfully implemented at least one similar IT/ICT project of a minimum value of ₹100 Crore for any Central Government, State Government, or Public Sector Undertaking (PSU) client in India in the last 7 financial years (i.e., from Golive declared on or after April 1 2018) "Similar" refers to large-scale system integration projects involving application development, infrastructure management, and field operations.	As mentioned in RFP
21	17	5.19 Sr. No. vi	Request to revised clause considering industry standard as, year of experience should consider from state of go- live instead of contract signed as The Bidder must have successfully implemented at least one similar IT/ICT project of a minimum value of ₹100 Crore for any Central Government, State Government, or Public Sector Undertaking (PSU) client in India in the last 7 financial years (i.e., from Golive declared on or after April 1 2018) "Similar" refers to large-scale system integration projects involving application development, infrastructure management, and field operations.	As mentioned in RFP

Sr. No.	RFP Page No.	Clause (Ref	Clarification/Modification sought	DC-Konkan Remark
22	17	5.19 Sr. No.	Requesting to allow data uses projects from other elements along with drones as "The Bidder must have at least one completed or ongoing project involving Drone/Camera data usage, Supply, or Training for a government entity in India.	As mentioned in RFP
23	17	5.19	This clause restricting other bidders from participation, requesting to revise as " The Bidder must have at least one completed or ongoing project involving issuance of online transport pass/permit/ticket/challan or Cards to Citizen for a government entity in India.	As mentioned in RFP
24	23	5.23 Sr. No. 1	Considering value of project and wider participation as "The Bidder's Average Annual Turnover from System Integration/ICT Systems Development and Implementation work in last 3 financial years (FY 2022-2023, FY 20232024, FY 2024-2025) Based on the Bidder's average annual turnover in the last 3 FYs: > ₹120 Cr: 10 marks > ₹110 Cr up to ≤ ₹120 Cr: 7 marks ≥ ₹100 Cr up to ≤ ₹110 Cr: 5 marks "All above values are in INR"	As mentioned in RFP

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
25	23	5.23 Sr. No. 2	Request to consider the revised clause is (a) Single Information and Communication Technology Project Value with any State or Central Government / any other Government institutions in India in 5 years prior to bid submission date: • Project value ≥ ₹150 Cr: 5 marks • Project value ≥ ₹125 Cr to < ₹150 Cr: 3 marks • Project value ≥ ₹100 Cr to < ₹125 Cr: 2 marks (b) Mining Domain or or Construction domain Experience (Max 5):	As mentioned in RFP
26	23	5.23 Sr. No. 3	One or more Information or Construction domain Experience (Max 3): One or more Information or Communication Technology projects with a Mining Dept. with any State or Central Government / any other Government institutions in India in 7 years prior to bid submission date: 5 marks (i.e., from Golive declared on or after April 1 2018). The revised clause should be accepted because it aligns better with the actual scope of the project by removing "Remote Sensing," which is not directly relevant. Including "Sensor" reflects current technologies used in government tracking and monitoring systems, making the clause more inclusive and practical. Eliminating value-based scoring avoids duplication, as large-value project experience is already assessed under other criteria. Focusing on the number of relevant projects ensures fair evaluation based on domain expertise rather than financial scale alone, encouraging broader and more qualified participation Revised clause is "Number of completed or ongoing projects for RFID/GPS/GIS/Sensor technologies for a Government Entity/PSU in India in the 7 years prior to bid submission date (i.e., from Golive declared on or after April 1 2018): 2 or more Projects: 10 marks 1 Project: 5 marks	As mentioned in RFP

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
27	24	5.23 Sr. No. 5	Request to modify the clause considering data usage projects as "Number of completed or ongoing projects for Drone or Camera Usage /Supply/Training for a government entity/PSU in India in 5 years prior to bid submission date: • 2 or more Projects: 5 marks • 1 Project: 3 marks Value of single Drone or Camera Usage/Supply/Training project with any State or Central Government / any other Government institutions in India in 5 years prior to bid submission date: • Project value > ₹20 Cr: 5 marks • Project value > ₹15 Cr up to ≤ ₹20 Cr: 3 marks • Project value > ₹10 Cr up to ≤ ₹15 Cr: 2 marks	As mentioned in RFP
28	24	5.23 Sr. No. 7	Request to modify the clause as "Number of completed or ongoing projects where Android/iOS application is developed for use in field by Government officials in India, in 7 years prior to bid submission date (i.e., from Golive declared on or after April 1 2018) (Max 5): • 2 or more Projects: 5 marks • 1 Project: 3 marks Value of Single completed or ongoing projects where Android/iOS application is developed for use in field by Government officials in India, in 7 years prior to bid submission date: • Project value > ₹3 Cr: 5 marks • Project value > ₹2 Cr up to ≤ ₹3 Cr: 3 marks • Project value > ₹1 Cr up to ≤ ₹2 Cr: 2 marks	As mentioned in RFP

Sr. No.	RFP Page No.	Clause (Ref	Clarification/Modification sought	DC-Konkan Remark
29	34	7.1.2-b	 How many surveys per month/quarter are planned? Who obtains flight permissions and airspace clearances? What audit logs and metadata are required for regulatory compliance? Are there specific retention periods for raw imagery, point clouds, and derived products? Batch vs near-real-time processing expectations? Baseline definition: date, product type (DTM/mesh), and approval workflow. Which method: cut-fill against baseline, TIN-to-TIN, raster differencing, or stockpile modelling with break lines? 	As mentioned in RFP 2. Department will provide 3. Meta data should be there, and audit logs should be maintained 4. Till contract term then handover the data
30	34	7.1.2-c	1. Expected number of bathymetry surveys per month and per site? 2. Does baseline riverbed profile already exist for each lease? 3. Licensing constraints for Google/Bhuvan imagery? Preferred approach: In-house tile server (GeoServer/MapServer/TileServer-GL) External mapping APIs (Bhuvan, Google, ESRI) 4. What specific GIS use cases must the system support? (e.g., surveillance, inspection planning, dispute resolution, revenue audit, compliance monitoring) 5. What types ofpatial assets must be visualized? (lease boundaries, district maps, drone orthomosaics, vehicle GPS, bathymetry, violation points, complaint markers) 6. What is the source and authority for lease boundary data? Any alignment required with Bhuvan / Survey of India / PM GatiShakti / NGIS frameworks?	As mentioned in RFP 1,4,5,6. As per requirement of District Administrator

Sr.		Clause (Ref	Clarification/Modification sought	DC-Konkan Remark
No.	No. 34	7.1.2-e	For each role, clarify key workflows: - Mineral transport verification - Document validation (e-TP, challan, permits) - Capture geolocation & timestamp - Inspection, seizure, legal action initiation - Citizen reporting & inquiry 1. Will the app support offline mode, with delayed sync? 2. Will apps need QR code / RFID scanning for vehicle, permit, challan, stock yard? 3. Minimum details to be captured during vehicle interception & seizure proceedings? 4. Handling fake/duplicate transport documents? 5. Should app flag suspected fraud patterns?	As mentioned in RFP 1. App should support 2. Scanning functionality Should be available 3. Detail should be captured through mobile app 4. It should notify fake/duplicate transport documents 5. App should flag suspected fraud patterns
32	35	7.1.2-f	1. What is the expected location ping frequency? (e.g., every 5s / 15s / 30s / 1min / event-based?)	As mentioned in RFP 1. It should be event based
33	35	l 7.1.2-f	 Will the system integrate with all weighbridges statewide or only at mining leases & stockyards? Estimated number of weighbridges to be integrated initially and in future? 	As mentioned in RFP 1. Weighbridges at mining leases & stockyards and any other place as per government instructions

Sr.	_	Clause (Ref	Clarification/Modification sought	DC-Konkan Remark
No.	No. 35	7.1.2-f	 Who provides fee/royalty formula & rate table? Frequency of rate changes & expected UI for updating fee tables? What GRAS API specs exist? (REST/SOAP, encryption, signing protocols) 	As mentioned in RFP 1. Department will provide 2. As per government instructions 3. Department will provide
35	38	7.1.2-a	 Need integration with e-Court / Police FIR / RTO seizure record? Is recovery tied to FIR / e-Panchanama / e-Challan / mineral transit permit? 	As mentioned in RFP 1. Department will provide 2. It should tie
36	38	7.1.2-k	Are there Gov cloud/MeitY DC constraints on ingest endpoints?	As mentioned in RFP 1. The CSP should be MeiTY empanelled
37	38	/ I /-n	Kindly provide annual Transport Permit (TP) issuance totals for the last five financial years (FY 2020-21 to FY 2024- 25)	As mentioned in RFP 1.Average 50 lacs TP's issued/year in last 5 years for all types of minor minerals

Sr.		Clause (Ref	Clarification/Modification sought	DC-Konkan Remark
No. 38	No. 39	No.) 7.1.2-t	1. Which types of Panchanamas must the system support? Illegal mining panchanama Illegal transport panchanama Seizure panchanama Inspection panchanama Joint-department raid panchanama (Police/RTO/Forest/Revenue)	As mentioned in RFP 1. System should support all these features
39	39	7.1.2-s	 Which sub-groups from Kumbhar/Wadar community are eligible? (Individuals, SHGs, Co-operative societies, registered vendors?) Online caste certificate verification (MahaGov APIs?) Should system auto-suggest nearest eligible excavation site? 	As mentioned in RFP 1,2. As verified by administration 3. Not required
40	39	7.1.2-u	1. Which transaction modes must be supported? Direct sale Auction/bidding Forward contract Spot sale Tender-based sale from Govt stockyards 2. Rules for blacklisted entities (transporters/lessees/traders)? 3. Does Govt hold money in escrow or direct seller-buyer transfer? 4. Blockchain features needed Day-1 or future-ready only?	As mentioned in RFP 1. All these modes should be supported 2. As notified by District Administration 3. Government will hold money in ESCROW account 4. It may be ready for future

Sr.	_	Clause (Ref	Clarification/Modification sought	DC-Konkan Remark
41	No. 31	Real-time Surveillance	 Will autonomous drones be continuously deployed across all districts or based on scheduled survey cycles? Will department support DGCA flight permissions in restricted and sensitive zones? What unauthorized activities must Al detect? (volume over-excavation, lateral boundary breach, night ops, route deviation, stockyard spiking) Must drones operate in night/monsoon or only daytime & safe weather? Is blockchain/time-stamped integrity proof required for imagery? 	As mentioned in RFP 1. It will be based on schedule survey cycle 2. District Administration will support for DGCA permissions 3. Al should detect all unauthorized activities 4. Drones operate in safe weather 5. Time-stamped integrity proof required for imagery
42	31	Digital Workflows	 Will all permit types be digitized? (consumer permits, contractor permits, govt movement, e-royalty, temporary passes) Will routes be pre-approved within system? Will routes be pre-approved within system? Must QR scan enforce geo-fence compliance? Does system need to track checkpoint crossing logs & checkpoints hierarchy? 	As mentioned in RFP 1. Permit types should be digitized 2. Not required 3. Required 4. Required
43	31	Vehicle Tracking	 Is GPS installation mandatory for all transport vehicles or only for commercial mining transporters? Must GPS work in low-network river/forest zones? Offline buffer size needed? What constitutes a suspicious stop? (time threshold vs location risk grid) SLA for GPS device downtime, repair turnaround, and tamper investigation Penalty mechanism for disabled GPS / long outage 	As mentioned in RFP 1. Mandatory only for commercial mining transport 2. Required 3. Both features (time threshold vs location risk grid) rest SLA will be provided to selected bidder

Sr.	RFP Page	Clause (Ref	Clarification/Modification sought	DC-Konkan Remark
44	31	Centralized Surveillance and	 Confirm required setup: Single State HQ only or also Regional/District Control Rooms Is the bidder expected to build & operate the control room or only build infrastructure and handover? Should control room handle live drone streaming or only post-processed maps? List alerts expected: volume breach, illegal pit detection, AI hotspot mining, route deviation, tamper alerts Requirement for audit trails, operator video audit, CCTV audit logging 	As mentioned in RFP 1. single state HQ and 36 district executives 2. Bidder should build, train along with maintain and handover the control room 3. It should handle both 4. All mentioned features should be available 5. Required
45	31	Data Analytics and Alerts	 Confirm complete list of analytics & AI models expected (volumetrics, geo-fence breach, weight-to-volume mismatch, route deviation, hotspot mining, tamper alerts, jammer detection) What spatial tolerance buffer to apply around lease boundary (5m / 10m / 15m)? Which alerts must be real-time (vehicle tampering/route deviation) vs periodic (volume/imagery breach)? Department to provide labeled datasets for training boundary breach/over-mining models? How often weighbridge data should sync to volume system (real-time / batch hourly)? 	As mentioned in RFP 1. Required all features 2. It should be as precise as possible 3. Should provide all required alerts 4. Required 5. It should sync real time as required

Sr.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
46	32	Revenue Assurance	1. Confirm mineral categories to be tracked for revenue assurance (sand, stone, murram, earth, M-sand, clay, laterite, bauxite etc.) 2. Provide calculation method for royalty for each mineral type (per brass/tonne/m³) and conversion factors 3. Frequency & rules for reconciling extracted volume vs transported weight vs delivered consumption 4. Expected analytics: anomaly scores, production vs dispatch gap, district ranking, seasonal patterns, hotspot maps 5. Which evasion types to flag? (over-digging, leakage during transport, under-weighing, stockyard leakage, fake permits)	As mentioned in RFP 1. All 35 minor minerals should be tracked and monitor i.e. Sand (Mumbai Metropolitan Region), Sand (Other than Mumbai Metropolitan Region), Sand, Stone, Murum, Soil, Limestone and Lime Shell, Mangalore Tile Clay, Chalcedony Pebbles, Slate and Shale, Brick Clay, Dolomite, Quartz, Quartzite, Bentonite, Decorative Stones, Agate, Corundum, Felspar, Fireclay, Laterite/Jambhastone (Building Purpose), Mica, Pyrophyllite, Shale, Silica Sand, China Clay, Gravel, Kankar, Pebble, Segregated Sand / Friable Sandstone, Laterite (Industrial Purpose), Wash Sand from Overburden, Sediment, Other State SAND, Other Minor Minerals from Overburden mineral 2. Royalty is calculated as per the quantity of mineral in brass/Metric tonne 3. Reconciliation should be as required can be real-time/periodic 4. Should contain all analytics as required 5. Required for all types of evasion

Sr. No.	RFP Page No.	Clause (Ref	Clarification/Modification sought	DC-Konkan Remark
47	Overall queries from RFP	-	 Annual TP Issuance Data (FY 2020-21 to FY 2024-25): State-wide and district-wise totals, broken down by mineral type (e.g., sand, stone, murum, earth, etc.). Average and Median Quantity per TP (in Brass): By mineral type and by vehicle category (tractor, mini-truck, 6-wheeler, 10-wheeler, etc.) for the same period. Monthly Distribution (Seasonality): Monthly TP issuance counts for the last five financial years to assess seasonality and staffing requirements. Active User Counts and Daily Peak Load: Number of active administrative users, field users, miners, transporters, and dealers, along with typical average and peak daily TP issuance. Policy Changes Impacting TP Volumes: Any policy revisions (past or upcoming) such as river-sand policy changes, manufactured sand adoption, royalty revisions, or electronic TP implementations that may affect TP issuance trends. Enforcement and Monitoring Metrics (if available): Data on route deviations, invalid/expired TP interceptions, TP-to-trip conversion ratios, and related enforcement analytics. 	As mentioned in RFP 1. Average 50 lacs TP's issued/year in last 5 years for all types of minerals 2. All 35 mineral should be tracked and monitor

Sr. No.	RFP Page	Clause (Ref	Clarification/Modification sought	DC-Konkan Remark
48	20	5.20	Open-source software proposed should be enterprise supported by OEM? Please confirm? Bidder can factor those support cost for the bid. Justification: community open-source come with lot of defects and security vulnerabilities and can compromise such large scale implementation. also the risk associated with getting no support and bidder is rederred helpless in such situations. This can lead to major failure for such a prestigious project. OEM supported enterprise supported open-source platforms will help the department achieve no-lockin and dependence on licencing costs	As mentioned in RFP It should be Enterprise open source
49	20	5.20	bidder freet o propose a low-code platform which is customisable. Also does department require digital storage and document management for the current system, these are not mentioned in the RFP.	As mentioned in RFP Requires digital storage for this project
50	12	Section 5.3	Request to permit consortium/JV bidding with clear lead-partner responsibility.	As mentioned in RFP
51	16	Section 5.19 (iii & iv)	Request relaxation to ?250 Cr turnover & ?50 Cr net worth to broaden competition.	As mentioned in RFP

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
52	17	Section 5.19 (vii, viii, x)	Clarify whether subcontractor/OEM experience is acceptable for PQ evaluation.	As mentioned in RFP
53	13	Section 5.10	Request reduction to ?1 Crore or acceptance as Bank Guarantee instead of online payment.	As mentioned in RFP
54	7	Section 3	Request extension of bid submission date.	As mentioned in RFP
55	32	Section 7.1	Request information on technology stack, APIs, source code ownership, and vendor support.	As mentioned in RFP

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
56	44	Section 7.6 & Annex VII	Confirm responsibility for DGCA approvals and final specifications.	As mentioned in RFP 1.District Administration will provide
57	44	Section 7.7	Confirm integration protocol and ownership details.	As mentioned in RFP
58	51	Section 10.5	Specify scope – redevelopment vs enhancement.	As mentioned in RFP Existing system should be maintained and required Enhancements to be done as per scope
59	69	Section 10.10	Define BOO model commercial structure (charges, share, etc.).	As mentioned in RFP

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
60	58	Section 10.9	Confirm data/IP ownership post contract.	As mentioned in RFP Refer section 9.1
61	72	Section 7.1	Clarify hosting model and cost responsibility.	As mentioned in RFP Refer section 9.1
62	85	Section 7.5	Define hardware, software, and staffing responsibility.	As mentioned in RFP Refer section 9.1
63	18	Section 5.20	Clarify who bears cost and responsibility for VAPT.	As mentioned in RFP Refer section 9.1

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
64	7	Section 2	Provide details of cost recovery and payment framework.	As mentioned in RFP
65	28	Section 5.26	Confirm percentage and format of PBG.	As mentioned in RFP Refer Section 13.1
66	44	Section 8	Share phase-wise implementation schedule.	As mentioned in RFP
67	79	Annex VIII	Confirm provision for indexation or technology upgradation.	As mentioned in RFP

Sr. No.	RFP Page No.	Clause (Ref No.)	Clarification/Modification sought	DC-Konkan Remark
68	48	Section 10.2	Confirm availability and format of historical datasets.	As mentioned in RFP
69	43	Section 7.2 & 7.3	Clarify flexibility in dashboard and KPI finalization.	As mentioned in RFP
70	43	Section 7.4	Clarify expected call volume, hours, and infra responsibility.	As mentioned in RFP
71	12	by Single	Given the nature and scale of work in referenced Tender, TCIL believes that Consortium Bidding and Sub- Contracting for all activities (core and non-core activities) may be permitted to deliver the best possible results in a timely and cost-effective manner.	As mentioned in RFP

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Tender Reference No: RD/RB/E-3992045/001/2025

Request for Proposal (RFP) for Selection of System Integrator for Development and Maintenance of Integrated IT solution for Monitoring of Minor Minerals

(Government of Maharashtra)

Date: - 18/11/2025

Corrigendum Document # 1 <u>Technical Corrigendum</u>

Issued By:

Divisional Commissioner, Konkan Division Office of Divisional Commissioner, Konkan Division 1st floor, Konkan Bhavan, CBD Belapur, Navi Mumbai.

Sr. No.	RFP Page No.	RFP Clause	Old Clause	Revised Clause
1	16	5.19 Sr. No. ii	 and providing software solutions in India last ten years prior to bid submission date. Supporting Document to be furnished Attested copy of the Memorandum and Articles of Association Bye laws/ Partnership Deed. Work Order of software development or customization or IT implementation project awarded to the Bidder for 	The Bidder should be operating in the field of software development and providing software solutions in India last ten years prior to bid submission date. Supporting Document to be furnished • Attested copy of the Memorandum and Articles of Association Bye laws/Partnership Deed. • Work Order of software development or customization or IT implementation project awarded to the Bidder for a work in India for each of last 10 years prior to bid submission date. • Certificate of Incorporation / Registration under companies Act, 1956 or 2013.

Sr. No.	RFP Page No.	RFP Clause	Old Clause	Revised Clause
2	20	5.20	drones per district, total ~72 drones will be made available). Provide specifications of the proposed drone models (match the specs given in Annexure for drones). Mention if drones are manufactured in India and DGCA- certified. Each drone's capabilities (camera resolution, LiDAR sensor presence, flight	Drones: Number of Drones to be deployed (Overall 60 Drones, will be made available). Provide specifications of the proposed Drone models (match the specs given in Annexure for Drones). Mention if Drones are manufactured in India and DGCA-certified. Each Drone's capabilities (camera resolution, LiDAR sensor presence, flight time, range) should be in line with the RFP's requirements.

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