

***MODEL REQUEST FOR PROPOSAL  
(RFP)***

**FOR**

**SELECTION OF  
STATE IMPLEMENTATION CONSULTANT  
(SIC)**

**UNDER**

***“e-GOVERNANCE IN MUNICIPALITIES”***



**Government of India  
Ministry of Urban Development  
February 2010**

**JnnurM**

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## DISCLAIMER

This Request for Proposal (**RFP**) is issued by ----- on behalf of the Department of Urban Development), <State>.

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 ----- nor any of its officers or employees, nor any of their advisers nor consultants 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 selective and is subject to updating, expansion, revision and amendment at the sole discretion of ----- . 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 ----- nor any of its officers, employees nor any of its advisers nor consultants undertakes 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. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carryout its own investigation into the proposed ----- Project, the regulatory regime which applies thereto and by and all matters pertinent to the ----- Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the ----- Project.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the --- ---- Project. Such statements, estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of -----B, 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.

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(-----) shall be the sole and final authority with respect to qualifying a panel of consultants through this RFP. The decision of ----- in qualifying a respondent into the panel of consultants who may bid in States/UTs shall be final and ----- reserves the right to reject any or all the bids without assigning any reason. ----- 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.

## DOCUMENT CONTROL SHEET

S. No.	Particular	Details
1.	Document Reference Number	.....
2.	Start date of issue of RFP	.....
3.	Last date of issue of RFP	.....
4.	Pre bid meeting	.....
5.	Last date and time for receipt of proposals	.....
6.	Date and time of opening of Proposals	.....
7.	Date and time of opening of Technical Proposals	.....
8.	Date of Technical Presentation and Opening of Commercial bids	.....
9.	Earnest Money Deposit (EMD)	.....
10.	Office Address	.....
11.	Website	.....

*Note : This document is not transferable*

*All Bidders are advised to check for any further clarifications and corrigendum related to this project at the website [jnnurm.nic.in](http://jnnurm.nic.in)*

## **1 Section 1: Invitation for Proposal**

### **1.1 Introduction**

The National Mission Mode Project (NMMP) for Municipalities is one of the Mission Mode Projects that has significant citizen interaction as municipalities provide a large number of basic services for millions of citizens living in India's urban centers. Hence, there is a need for transformation to provide more “Efficient, Convenient & Transparent” services to the Citizens and Businesses. In light of this, there has been an increasing recognition of the role of ‘e-Governance’ in Government with implementation of Information & Communication Technologies (ICT). National e-Governance Plan (NeGP) by the Government of India (GoI) provides vision and impetus for successful implementation of ‘e-Governance’ and long-term growth of ‘e-Government’.

The National Mission Mode Project (NMMP) for Municipalities is one of the Mission Mode Projects that has significant citizen interaction, since municipalities provide a large number of basic services for millions of citizen living in India’s urban centers. It is envisaged that MMP for municipalities would provide a major fillip to the Government of India's Ministry of Urban Development's urban reform agenda. The vision for the National Mission Mode Project for e-Governance in Municipalities is to leverage the ICT opportunities for sustained improvement in efficiency and effectiveness of delivery of municipal service to citizens.

With more than 5000 ULBs in the country, e-Governance reforms are proposed to be pursued in Class-I cities. Currently e-Governance in Municipalities NMMP is targeted to be implemented in 35 cities with a population of above 10 lakhs as per 2001 census under JNNURM. MoUD, GoI has published guidelines on JNNURM detailing the objectives of the scheme, services to be covered under the NMMP, the focus of e-governance initiatives, release of central assistance and implementation guidelines. These guidelines are available at <http://jnnurm.nic.in/nurmudweb/toolkit/jnnurmegeo.pdf>.

For carrying out the “e-Governance in Municipalities” Project, the Department of Urban Development, <State> intends to introduce automation and implementation of integrated framework for e-Governance by leveraging ICT with an aim to streamline, improve, and strengthen functioning of Municipal Governments and service delivery to citizens. In this context, the Department of Urban Development, <State> through this process of Request for Proposal (RFP) intends to select ‘State Implementation Consultant (SIC)’ i.e. firm/company. The SIC shall be responsible for ‘Preparation of Detailed project report and Project Management for State level implementation’ for the “e-Governance in

Municipalities” Project for the Department of Urban Development, <State> in consonance with the laid down strategies, policies and procedures of the Department.

For the purpose, Ministry of Urban Development (MoUD) vide EOI (Reference no. 14012/121/2009-NURM I) has empanelled consulting organizations at national level who can be appointed as State Implementation Consultant by the States. Department of Urban Development, <State> now invites the proposals under this RFP from eligible organizations for the purpose.

## **1.2 Goals and Objectives of e-Governance in Municipalities**

The Key Objectives of the MMP include

- a) Provide Single Window services to citizens on any time, any where basis
- b) Increase the efficiency and productivity of ULBS
- c) Develop a single and integrated view of ULB information system across all ULBs in the state
- d) Provide timely & reliable management information relating to municipal administration for effective decision making
- e) Adopt a standards-based approach to enable integration with other related applications

## **1.3 Scope of e-Governance in Municipalities**

The NMMP in e-Governance in Municipalities would facilitate municipal bodies to improve service delivery mechanism, better information management and ensuring citizen participation in governance.

### **1.3.1 Scope of Services**

During the first phase, eight (8) civic services/ management functions are selected to be taken up under the e-Governance in Municipalities NMMP in 35 ‘Mission’ cities identified (covering approximately ~80 ULBs). The services/ management functions that are proposed to be delivered through e-Governance are listed in Table 1 below:

**Table 1: List of Services/ Management Functions**

<b>S. No.</b>	<b>Services/ Management Functions</b>
1	Registration and Issue of Births/ Deaths Certificate
2	Payment of Property Tax, Utilities Bills and Management of Utilities that come under the ULBs 2.1 Property Tax



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<b>S. No.</b>	<b>Services/ Management Functions</b>
	2.2 Water Supply & Other Utilities
3	Grievances and Suggestions
4	Building Approvals
5	Procurement and Monitoring of Projects 5.1 e-Procurement 5.2 Project/ Ward works
6	Health Programmes 6.1 Licenses 6.2 Solid Waste Management
7	Accounting System
8	Personnel Information System

### **1.3.2 Scope of Software Application**

The above-mentioned services would form a part of the integrated software application solution and shall have the provision of state level implementation.

### **1.3.3 Scope of components**

Scope of the components shall be considered to be in lines of JNNURM guidelines.

### **1.3.4 Available Guidelines**

MoUD has prepared Model DPR guidelines to assist the states and ULBs in preparation of DPRs. MoUD in assistance with INDO-USAID FIRE (D) and National Institute for Smart Government (NISG) prepared the Municipal e-Design documents (MeDD) to provide guidelines on Functional Requirement Specifications. ‘Handbook on Service Level Benchmark for e-Governance in Municipalities’ released by MoUD provides details on expected service levels to be achieved for the identified 8 services under JNNURM.

## **1.4 Implementation Model**

The implementation of application solution for e-Governance in Municipalities would adopt an “integrated bundling of services” approach coupled with an “integrated service delivery” approach. The implementation of the complete model shall include following major components

- a) Process Study
- b) System Requirement Specifications
- c) Process Re-engineering

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- d) Development of Application Solution to address Key Requirements
- e) Solution deployment and Security architecture
- f) Network and Infrastructure Architecture
- g) Defining Business Model for Service Provisioning and Delivery
- h) Helpdesk and SLA Monitoring

While conceptualizing the above solution, the following key requirements needs to be addressed

- a) Facilities to accommodate customization of application to meet the ULB specific requirements in terms of functionalities, workflows, roles, forms/reports, language etc based on the variation of by-laws
- b) ULB specific administrators to manage users & access rights
- c) Independence to ULBs to manage their data & environment
- d) Designating specific domain names to individual ULBs i.e. ULB specific identifiable name
- e) Facility to accommodate external interfaces for such as GIS, Payment Gateways, Existing application solution in ULBS
- f) Enabling of security features i.e. capability to secure data using encryption, provide network and infrastructure security for reliable and transparent services, to protect information and control relevant accesses
- g) Establishment of accountability & problem detection, the means by which changes to the information (inserts, updates and deletes) are recorded for 'audit' purposes
- h) Identification & measurement of Service Level Agreements (SLAs) related to application service provisioning and delivery
- i) Monitor, record & track different services related transactions for accounting purpose among ULBs
- j) Continuation of service delivery during the time of crisis or disconnection from centralized network

The implementation components at the state level shall be contracted out to an Software Development Agency (SDA) / Application Service Provider (ASP) who would act as a single point of contact and accountability for the implementation and performance. The overall project management and monitoring shall be contracted out to SIC. The bundle of services would include the following.

- a) DPR Preparation
- b) Centralized planning and implementation

- c) Undertake the implementation of this large-scale project in a coordinated manner through experienced implementation agencies by entrusting them with the responsibility of end-to-end program monitoring and management with a clear set of deliverables.
- d) Synchronization of various stakeholders for implementation, rollout of the hardware and network components with the rollout of other equally important soft components such as training, capacity building and change management
- e) Procurement, installation and commissioning of hardware (including PCs, peripherals, etc.) at ULBs.

## **1.5 Coordination between State and SIC**

The SIC shall work closely with the State and the related Departments. Hence it is critical to formalize the working relationship between SIC and stakeholders of the State and related Departments.

## **1.6 Invitation**

The invitation is for “**Selection of SIC**” for *preparation of Detailed Project Report (DPR) and Project Management at State level implementation* of a centralized software application solution for “e-Governance in Municipalities”. This document will provide reference format and guidelines for the same.

- a) The RFP document can be availed by making non-refundable cash payment of **Rs. -----** during working hours on all working days at the office address from start date till last date for issue of RFP document as prescribed in document control sheet.
- b) The RFP document can also be downloaded from the website. In such case, the cost of RFP document should be remitted enclosed in Pre-qualification Proposal, in the form of Bankers Cheque or Demand Draft.
- c) The Department may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of the department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- d) All Bankers Cheque or Demand Draft should be in Indian Rupees and from any of the Nationalized Bank in favour of **“-----”** payable at **-----**.

## **2 Section 2: Instructions to Bidders (ITB)**

### **2.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- a) “Bidder” means firm/ company who submits proposal in response to this Request for Proposal document.
- b) “Committee” means committee constituted for evaluation of Proposals.
- c) “Consultant” means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
- d) “Contract” means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
- e) “Department” or “State” means State Urban Development Department
- f) “GCC” means General Contract Conditions, specified in Section 3 of RFP.
- g) “ITB” means Instructions to Bidders, specified in Section 2 of RFP.
- h) “IFP” means Invitation for Proposals, specified in Section 1 of RFP.
- i) “Last Three Financial Years” means
  - i. For bidder firms whose financial year is ending on 30<sup>th</sup> Sept or later during the financial year FYs 2006-2007, 2007-2008 & 2008-2009.
  - ii. For bidder firms whose financial year is ending prior to 30<sup>th</sup> Sept during the financial year FYs 2006-2007, 2007-2008 & 2008-2009
- j) “Personnel” means professional and support staff provided by the Consultant to perform services to execute an assignment and any part thereof.
- k) “Proposals” means proposal submitted by bidders in response to the RFP issued by the Department for selection of State Implementation Consultant.
- l) “Services” means the work to be performed by the Consultant pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.
- m) “SOW” means Scope of Work for the Consultant, specified in Section 4 of RFP.

### **2.2 Conflict of Interest**

- a) The Consultants should provide professional, objective, and impartial advice and at all times hold the Department’s interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. The consultant

shall not deploy former employees of the Department and the Department of Information Technology <State> in any assignment under the RFP.

- b) The Consultant shall not be eligible to bid for the activities related to the implementation of the project under this RFP. Further, the consultant shall give a declaration (as per the covering letter) that they do not have any interest in downstream business, which may ensue from the RFP prepared through this project.

### **2.3 Validity of Proposals**

The following will be considered for the validity of the proposals deemed submitted

- a) Proposals shall remain valid for a period of 90 (ninety) days from the date of opening of Proposal. The Department reserves right to reject a proposal valid for a shorter period as non-responsive.
- b) In exception circumstances, the Department may solicit the bidder’s consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Proposal.

### **2.4 Right to accept or reject Proposal(s)**

The Department reserves the right to annul the RFP process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **2.5 Fraud and Corruption**

It is required that the Bidders submitting Proposal and the Consultant agency selected through this RFP must observe the highest standards of ethics during the process of selection of project consultant and during the performance and execution of contract.

- a) For this purpose, definition of the terms are set forth as follows:
- "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the Department or its personnel in contract executions.
  - "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at

artificially high or non-competitive levels and to deprive the Department of the benefits of free and open competition;

- “Unfair trade practice” means supply of services different from what is ordered on, or change in the Scope of Work given in Section IV.
  - ”Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- b) The Department will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- c) The Department will declare a Consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Consultant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

## **2.6 Clarifications and amendments of RFP**

- a) During process of evaluation of the Proposals, The Department may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time-frame.
- b) The Department may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out and the bidders may be asked to amend their proposal due to such amendments.

## **2.7 Earnest Money Deposit (EMD)**

- a) The bidder shall furnish, as part of the Pre-qualification Proposal, an Earnest Money Deposit (EMD) amounting to **Rs. -----/(Rupees ,,,,,, Only).**
- b) The EMD shall be in Indian Rupees and shall be in the form of Bankers Cheque or Demand Draft or Bank Guarantee (format for EMD in the form of Bank Guarantee is provided in Annexure – A).
- c) In case EMD submitted in the form of Bankers Cheque / Demand Draft, the same should be in Indian Rupees and from any of the Nationalized Bank in favour of **“ \_\_\_\_\_.”**  
**payable at \_\_\_\_\_.**
- d) The earnest money of unsuccessful bidder shall be refunded on request by the bidder after final award of contract.

- e) The EMD lying with the Department in respect of other tender/ RFP/ Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this RFP. The EMD may however, be taken into consideration in case RFP are re-invited.
- f) EMD of the successful bidder will be released after the bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).
- g) The Earnest Money will be forfeited on account of one or more of the following reasons:
  - Bidder withdraws its Proposal during the validity period specified in RFP and in the Form-1a: Covering Letter.
  - Bidder does not respond to requests for clarification of its Proposal.
  - Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  - In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

## **2.8 Process for Selection of Project Consultant**

- a) This enquiry is in the nature of Request for Proposal (RFP) intended to result in selection of a Project Consultant agency for implementing of e-Governance in the Department. The responses received pursuant to this RFP will be evaluated as per the criteria specified in this document and the successful Consultant will be awarded contract.
- b) The Consultant would be involved to undertake the assignments as mentioned in the Section 4: Scope of Work for the Department.

## **2.9 Disqualifications**

The Department may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c) Submitted a proposal that is not accompanied by required documentation or is non-responsive;

- d) Failed to provide clarifications related thereto, when sought;
- e) Submitted more than one Proposal;
- f) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- g) Submitted a proposal with price adjustment/ variation provision.

## **2.10 Pre Bid Meeting**

- a) The Department may convene a pre-bid meeting as prescribed in document control sheet to address any RFP related queries.
- b) The prospective bidder or its official representative is invited to attend a pre-bid meeting.
- c) Amendments necessitated as a result of the pre-bid meeting or otherwise shall be made available on website. It shall be the responsibility of the bidders to fine tune their proposals incorporating the amendments so communicated through the website. The Department shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the RFP document and notified through the website.

## **2.11 Preparation of Proposal**

The Bidder must comply with the following instructions during preparation of Proposals:

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder’s own risk and may be liable for rejection.
- b) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- c) The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The latter authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- d) In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- e) Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above shall be taken as valid.



- f) No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

## **2.12 Submission of Proposal**

- a) Bidders shall submit their Proposals at the office address on or before the last date and time for receipt of proposals mentioned in document control sheet.
- b) Proposals shall be submitted in three parts. Each part should be separately bound with no loose sheets. Each page of all parts should be page numbered and in conformance to the eligibility qualifications should be clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents.
- c) Bidder shall be required to submit three hard copies (1 Original + 2 Duplicates) of the complete proposal along with one softcopy of complete Proposal documents on a CD.
- d) Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the firm/ Company along with the Company seal.
- e) The three parts of the Proposal should be as per following:
- i. **Pre-qualification Proposal** – The envelope containing pre-qualification proposal shall be sealed and superscripted “Pre-qualification Proposal – Selection as State Implementation Consultant to implement e-Governance in Department of Urban Development <State>”. Following list of documents shall be submitted as part of Pre-qualification Proposal:
    - Form-1: Covering Letter - The covering letter on bidder’s letterhead requesting selection as State Implementation Consultant.
    - RFP document fee (if applicable)
    - Earnest Money Deposit
    - Annexure C: Special Power of Attorney, duly authorizing the person(s) signing the proposal documents to sign on behalf of the bidder and thereby binding the bidder
  - ii. **Technical Proposal** - The envelope containing technical proposal shall be sealed and superscripted “Technical Proposal – Selection as State Implementation Consultant to implement e-Governance in Department of Urban Development <State>”. Following list of documents shall be submitted as part of Technical Proposal:
    - Technical Proposal Formats comprising of Form-2a (Relevant Past Experience), Form-2b (Understanding of Work & Methodology), Form-2c (Profiles of Personnel Constituting Project Team) & Form-2d (Work Plan) along with details, supporting information and documents.

- iii. **Commercial Proposal** - The envelope containing commercial proposal shall be sealed and superscripted “Commercial Proposal – Selection as State Implementation Consultant to implement e-Governance in Department of Urban Development <State>”. Commercial Proposal is to be submitted in Form-3 – Commercial Proposal Format. A bidder will provide a single quotation for all-inclusive fee (including out of pocket expenses and taxes) to be charged for the assignment. No extra out of pocket expenses will be reimbursed.

## 2.13 Evaluation of Proposals

The bid will be opened as per the schedule mentioned at Document Control Sheet. Authorized representatives of the bidders may be present during the bid opening if desired. The Department will constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the RFP, a three-stage process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time.

### 2.13.1. Pre-qualification Evaluation

Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Proposals are generally in order and complete, whether the documents have been properly signed. Proposals not conforming to such preliminary requirements are subject for being rejected.

### 2.13.2. Evaluation of Technical Proposal

- a) Technical Proposals would be evaluated only for those Bidders, who qualify the Pre-qualification evaluation.
- b) The Technical evaluation shall be based on following parameters and weightages as mentioned in Table 2 below.

**Table 2: Parameters and Weightages**

S#	Parameters	Weightage (%)
1.	Past Relevant Experience	10
2.	Detailed Work Plan and Methodology for Implementation & roll out	40
3.	Strategy for Project Monitoring	20
4.	Detailed Profiles of Personnel Constituting Project Team	30

- c) The bidders may be required to give a presentation about their technical proposal at Department’s discretion. The presentation, if done, should focus on the above parameters that shall be considered for the purpose of technical evaluation. It would be preferred that the project

team who will be involved in the assignments makes the presentation. Special attention shall be paid to the approach, methodology and understanding by the project team.

- d) Evaluation Committee may, at its discretion, call for additional information from the bidder(s). Such information has to be supplied within the set out time frame, otherwise Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the bidders and the proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal. For verification of information submitted by the bidders, the committee may visit bidder’s offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee. The bidders shall also assist the committee in getting relevant information from the bidders’ references.
- e) For calculating the Technical Score (TS) the individual scores, as per respective weightage, for each of the parameters mentioned above will be summed up. In order to qualify technically, a proposal must secure a minimum of 65% after summing up. Only those proposals, which have a minimum score of 65%, shall be considered for further evaluation.

### **2.13.3. Evaluation of Commercial Proposal**

Commercial Proposals of only those bidders shall be opened & evaluated, who qualify the technical threshold of 65% as described above. The evaluation shall be as per the internal process of the State.

## **2.14 Award of Contract**

The Department will notify the successful bidder in writing for finalizing the contract conditions. The successful bidders will be asked to sign the Contract Agreement within 7 days of the notification. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **2.15 Confidentiality**

- a) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of the Department, the Project Consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

- b) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ Consultant and/ or the Department to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

## **2.16 Payment Terms**

The payment terms for the purpose of this RFP are divided in two parts and are as defined below:

**(i) DPR Preparation Cost:**

- **10%** of DPR preparation cost on acceptance of Inception Report.
- **40%** of DPR preparation cost on acceptance of DPR by SLNA.
- **50%** of DPR preparation cost on obtaining CSMC approval of DPR from MoUD.

**(ii) Project Management Cost:**

The state PMU shall be established for two years and the payment for resources deployed (as approved by State) for state PMU shall be processed at the end of each quarter for two years.

**Note:** Payment against “**DPR Preparation Cost**” will be limited to **10% (State may decide upon the %)** of contract value. In case the contract price for DPR Preparation exceeds the limit of 10%, the payment against remaining cost beyond 10%, as stated above, shall be processed in 8 (Eight) equal installments along with quarterly payments.

### **3 Section 3: General Contract Conditions (GCC)**

#### **3.1 Application**

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the Department shall be final and binding.

#### **3.2 Relationship between the Parties**

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the Department and the Consultant. The Consultant subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Consultant shall be fully responsible for the services performed by it or any of its personnel on behalf of the Consultant hereunder.

#### **3.3 Standards of Performance**

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

#### **3.4 Consultant Personnel**

- a) The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the project. There are specialized domains of e-Governance mentioned in Section 4 (SOW) and it is desirable from the Consultant to deploy the domain/ subject specialists, from time to time, who have adequate experience in the domain related with the project. The deployed resources should be dedicated in nature.
- b) Without the consent of Department, no changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Consultant, such as retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the

Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications, with approval from the Department.

- c) Maximum number of replacements to be made in the team of resources deployed on the project shall not exceed beyond 2 for one year of the contract signed between Department and Consultant.
- d) Consultant shall have no claim for additional costs arising out of or incidental to any removal and / or replacement of Personnel.
- e) If the Department requests to replace resource(s), then Consultant shall be required to replace the resource(s) within 2 weeks from the date of request raised.

### **3.5 Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the **<State>**.

### **3.6 Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify the Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, the Department shall be defended in the defense of such proceedings.

### **3.7 Governing Language**

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.

### **3.8 Performance Bank Guarantee (PBG)**

- a) Within 7 days of notifying the acceptance of proposal for the award of contract, the Consultant shall furnish a **Performance Bank Guarantee, as per Annexure B**, amounting to the **Rs.-----** **-----** for the entire contract period as its commitment to perform services under the contract.

- b) Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG.
- c) The PBG shall be released immediately after expiry of contract provided there is no breach of contract on the part of the Consultant.
- d) No interest will be paid on the PBG.

### **3.9 Performance Assessment**

This RFP is for selection of the Consultants for execution of the assignments under the RFP from time to time. If during execution of the contract, following problems are found, then the penalty as per below mentioned conditions shall be applicable:

- a) In case the deliverables as per approved work plan are delayed beyond the approved timelines, a penalty of **1% of contract value** for every week, subject to **maximum of 10%** shall be imposed, after which contract may be terminated
- b) In case of more than 2 resources are replaced per year by the Consultant, then a penalty of  $\frac{1}{2}$  % **of contract value** per resource change, subject to a **maximum of 5%** shall be imposed, after which the contract may be terminated. The resource change as a request of Department shall not fall under this category.
- c) In case of non-availability of resource (including change of resource as per request of Department) for more than 2 weeks, a penalty of  $\frac{1}{2}$  % **of contract value** per resource non-availability subject to a **maximum of 2.5%** shall be imposed after which the contract may be terminated.
- d) Above penalties shall be worked out & imposed independently.

### **3.10 Termination of Contract**

The Consultant's association with the Department will terminate in case of following conditions:

- a) The term of Contract expires
- b) Termination of Contract by the Department due to non-performance of Consultant during execution of Project.
  - i. Performance is below expected level
  - ii. Non-adherence to the timelines of the Project
  - iii. Quality of work is not satisfactory

### **3.11 Termination for Insolvency, Dissolution etc**

The Department may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Department.

### **3.12 Termination for Convenience**

The Department reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the Department’s convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

### **3.13 Force Majeure**

- a) The Consultant shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, “Force Majeure” means an event beyond the control of the Consultant and not involving the Consultant’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Department in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Consultant shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **3.14 Taxes and Duties**

The Consultant shall be entirely responsible for all taxes; duties, etc. incurred.



### **3.15 Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

#### **3.16.1. Amicable Settlement**

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

#### **3.16.2. Resolution of Disputes**

In case dispute arising between the Department and the Consultant, which has not been settled amicably, the Consultant can request the Department to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Principal Secretary/ Secretary/ Head of the Department. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at < >. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

### **3.16 Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in India only.

### **3.17 Arbitration**

- a) In the event of any question, dispute or difference arising under or out of or in connection with the conditions mentioned in his document the same would be referred to the Sole Arbitration of any person appointed by the State Secretary, Department of Urban Development, administratively dealing with the contract at the time of such appointments, or if there is no State Secretary or he is on leave or is absent from duty or is not available for any reason

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whatsoever the Director dealing with the contract of such appointment shall be competent to take action in place of State Secretary. There will be no objection to any such appointment that the person appointed is a Government servant that has to deal with the matters to which the contract relates, or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference.

- b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reasons or his award being set aside by the court of or any reason, it shall be for the State Secretary or the Director, as the case may be to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid and the person so appointed will proceed with the reference from the stage at which it was left by the predecessor. It is also a term of this contract that no person other than a person appointed by the State Secretary or the Director of the Department of Urban Development, as aforesaid shall act as Arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all.
- c) Subject as aforesaid the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof for the time being in force shall apply to the arbitration proceedings under this clause.
- d) Upon every and any reference as aforesaid the assessment of costs of the incidental to the reference and award respectively shall be indiscretion of the sole arbitrator.
- e) The venue of the arbitration proceeding will be

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### **3.18 Assignment and Subcontracting**

- a) Tenderer shall not assign or transfer this contract or part thereof to any other party without written consent of the Competent Authority.
- b) For the purpose of the liabilities under this tender, the Tenderer will be considered as a solely liable for delivery of all the components of the tender and scope of work.

#### 4 Section 4: Scope of Work

The SIC shall be entrusted with the responsibility of Conceptualizing, Planning and Guiding and Monitoring of the centralized application solution implementation of the e-Governance project at <State> and Roll-out at ULBs. For the purpose of conceptualizing the state level solution & preparation of DPR, a reference data indicating the state environment is given below:

**Table 3: Classification of number of ULBs**

No. of Municipalities	No. of Corporations	No. of Notified Area Authority	Any Other

**Table 4: Summary of Municipal Acts and Municipal Bye-Laws vis-à-vis service provision for <State>**

Service	Municipal Act	ULB	Bye-law variation at ULB level

**Table 5: Departments, Function and Inter-Related Departments**

Department	Function	Related Business Process	Stakeholders	Inter-Related Departments

However the bidder shall independently assess the overall Urban Development environment & e-Governance in the state for preparation of DPR.

The scope of work of SIC at the State shall be categorized as per below phases. However, in addition, the Consultant shall be required to provide full assistance and support to the state, and carry out additional activities required for completion of overall intent of the project:

- a) **Phase I:** Preparation of Inception Report
- b) **Phase II:** Assessment Study and Preparation of DPR
- c) **Phase III:** Bid Process Management
- d) **Phase IV:** Implementation Planning and Support

The detailed scope for each phase mentioned above is as below:

#### **4.1 Phase I: Preparation of Inception Report**

The SIC shall prepare an inception report that shall include the approach & methodology, implementation methodology, project timelines, resources to be deployed along with contact details etc.

#### **4.2 Phase II: Assessment Study and Preparation of DPR at State**

The SIC shall carry out an extensive assessment and requirements gathering exercise aimed at defining the requirements of the centralized application at the State level, keeping in perspective the guidance provided by Municipal e-Governance Design Document (MeDD) prepared by MoUD and the Guidelines issued for the program. The requirement gathering will be in terms of:

- a) Functional requirements of the application solution and
- b) Infrastructure requirements to enable the application solution

As part of assessment study & DPR preparation, SIC shall be required to perform following:

##### **i. Understanding of Scope of work and Project Components**

The SIC shall determine the number of ULBs, their types and population to determine the scope and implementation strategy. Classification of the number of ULBs in the State shall be provided in the following format in Table 6.

**Table 6: Classification of the number of ULBs**

No. of Municipalities	No. of Corporations	No. of Notified Area Authority	Any Other

SIC shall also determine the Municipal Acts and Municipal by-laws prevailing in the ULBs of the State. Table 7 shall be prepared to determine the similarities and dissimilarities in the bye-laws and ULBs adopting the same to provide a comprehensive picture on the same.

**Table 7: Summary of Municipal Acts and Municipal Bye-Laws vis-à-vis service provision for <State>**

Service	Municipal Act	ULB	Bye-law variation at ULB level

SIC shall thoroughly understand the project details, the components of the scheme, the funding mechanism, the implementation framework and the guidelines issued by MoUD for implementation of the program. SIC shall be responsible for ensuring efficient communication with State on a continued basis and conformity to all guidelines and frameworks released by MoUD.

**ii. Study the present organization structure, functions and services of the Department**

SIC shall thoroughly study and document the Organization structure, functions and services of the department and Allocation of Business rules and Set of instructions of each department providing the eight services identified. SIC shall also carry out similar study for the related department, incase the state identifies to implement services beyond the eight defined under JnNURM guidelines. SIC has to perform Stakeholders Analysis and objectively assess & analyze the current state of affairs of the various departments and map the services and associated processes at the Department & its related branches and interlinked organizations.

**Table 8: Departments, Function and Inter-Related Departments**

Department	Function	Related Business Process	Stakeholders	Inter-Related Departments

**iii. Preparation of Detail Project Report (DPR)**

SIC shall prepare a DPR that shall act as a blue print for the implementation and rollout of e-Governance program in the State and ULBs. This DPR shall be based on the study conducted by the SIC as defined in the above mentioned points. The DPR shall include the following in a detailed manner:

- Comprehensive overview and scope of the project
- Phasing Strategy for including ULBs within <State> in the state level solution. (Note: While devising the phasing strategy, SIC shall consider the mission cities as defined under JnNURM guidelines.)
- Stakeholder classification and analysis
- Study of National & International Best Practices of similar systems
- AS-IS Study of Business Processes and MIS requirements
- Need for any Legal and Regulatory changes for the re-engineered processes to be implemented
- Design of TO-BE processes and Functional Requirement Specifications (FRS)
  - Re-engineered TO-BE Process

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- FRS document i.e. Functional features and requirements of the proposed application
- Functional Architecture
- Delivery channel architecture and user interfaces
- Interface of application with other central and state level e-Governance initiatives
- Service levels and Benchmarks
- Study of existing Solution and Technology Architecture including integration with existing core infrastructure and services being built as part of National strategy-NeGP
- Study of Infrastructure requirements and design
- Network architecture and Network connectivity requirements
- Database architecture, including defining data structure, data dictionary as per standards laid down by Government of India/ Government of <State> (In case such standards are not defined, the same would be got approved by <State>)
- Security architecture
- Technology standards for all IT interventions
- Web portal design
- Disaster management plan
- Data Centre and Data Recovery Centre
- Data migration strategy
- Overall Implementation Plan including sequencing and phasing of activities and timelines
- Rollout plan for selected ULBs and subsequent expansion to remaining ULBs
- Capacity Building Requirements and readiness
- Change Management Requirements
- Handholding, support and issue escalation process
- Risk factors impacting implementation of e-Governance Project
- Monitoring and Evaluation Framework
- Project Management Tool
- Governance Structure for implementation and subsequent management of the system
- Financial model and estimates
  - Cost estimate of the project
  - Recurring and non-recurring expense for Plan period and beyond current Plan
  - Source of funding for Plan period and beyond Plan to ensure sustainability
  - PPP options during or beyond the two years of operations
  - Cost benefit analysis with financial models

*The above mentioned list is indicative in nature and can include additional components as required by the Department.*

The DPR shall be submitted to State for its assessment and approval from State Level Nodal Agency (SLNA). SIC shall assist the State at every level in the approval of DPR.

### **4.3 Phase III: Bid Process Management**

#### **i. Preparation of Request for Proposal (RFP) for selection of Software Development Agency (SDA) / Application Service Provider (ASP)**

SIC shall prepare RFP & related documents for selection of SDA/ASP for state level implementation including Application software, testing, application training, hardware/ software & networking requirements, data digitization, operations & management, etc. The RFP shall clearly mention the unique requirements and shall address the State/ULB -specific requirements. For preparation of the RFP for selection of SDA/ASP, SIC shall obtain guidance from the Model RFP prepared at national level by MoUD. SIC shall also be responsible for drafting contract and service level agreements (SLA) between various stakeholders involved in the state level implementation.

#### **ii. Selection of SDA/ASP**

After preparing the RFP, the SIC shall provide support to the State in managing the entire bid process for selection of the SDA/ASP. An indicative list of activities envisaged to be carried out by the SIC during the Bid Process phase is provided below:

- Assist the State in publishing the RFP document by preparing the content of Notice inviting tender, advertisement, etc.
- Managing the Pre-bid Conference
- Issue of Pre-bid Clarifications, Addendum / Corrigendum to the RFP (if any)
- Preparation of all documentation related to bid processing including Evaluation Templates, evaluation and qualification reports, minutes of meetings, etc.
- Preparation of the final techno-commercial evaluation matrix, providing technical inputs in the evaluation of techno-commercial proposals of all the Tenderers as per the technical and financial evaluation criteria, to enable final selection by the State
- Providing support during contract finalization with the final selected SDA/ASP
- Providing support during review of implementation plan created by the SDA/ASP

#### **4.4 Phase III: Implementation Planning and Support**

The SIC shall assist the State in the following

##### **i. Setting up the ‘State Project Management Unit’**

The SIC shall assist the state in setting up a ‘Project Management Unit’ consisting of overall project monitoring and management at state and ULBs.

- **Process Team** would comprise of domain expert(s), representative from selected ULBs covering all the 8 service areas to define the standard processes and to standardise forms for each of the service areas across State.
- **Technology Team** would comprise of dedicated technical member of SLNA, Technology Consultant, SeMT representative to define guidelines and standards, interoperability compliances, monitoring service levels, information security, and data protection and exercising strategic control of IT assets etc.
- **Capacity Building Team** would comprise of Capacity Building & Knowledge Management Expert and domain expert(s) for managing the Capacity Building and Knowledge Management with ULBs and at SLNA as well in alignment with the framework defined by MoUD.

SIC shall clearly define the roles and responsibilities for each team identified. The SIC shall ensure that State PMU is setup and operational at the time of project inception stage. SIC along with these teams would co-ordinate for the overall programme management at the State level and monitor the various service providers to be selected from MoUD empanelled vendors.

##### **ii. Preparation of Project Implementation Plan**

The SIC shall prepare a detailed comprehensive Project Management, Monitoring & Evaluation framework, plan and procedures for project implementation and rollout including reports’ format designs in consultation with State PMU. The plan shall also cover details such as the phasing of implementation, timelines and resource details.

##### **iii. Change Management through Capacity Building**

For the success of the project it will be essential that the SIC focuses on Change Management aspect and within it creates a framework that balances Capacity building, Communication and Knowledge Management in tandem with each other. SIC shall gather detailed requirements on Change Management through Capacity Building at the State level and prepare a framework for effective training, support and handholding in coordination with state to enable a successful implementation. SIC shall prepare the plans based on the guidelines provided by MoUD for Change Management



through Capacity Building. Indicative areas and activities that SIC will be responsible for from Change Management perspective are listed as under:

- Impact Assessment : Study of As-Is and definition of To-Be roles and responsibilities
- Change Readiness Assessment: To understand preparedness for change from structure, processes and staff perspective (Training Needs Analysis)
- Change Management Approach & Plan including Change governance and implementation of change management plan
- Preparation of RFP
- SIC shall manage and assist in conducting CB & CM Workshops and facilitate all the IEC activities of the programme

#### **iv. Monitoring and Support during Implementation & Roll out**

Once the State SDA/ASP has been identified, the SIC shall set up the controls and mechanisms for monitoring the progress of the project during the implementation & roll out stages. The SIC along with the SDA/ASP will initiate the functional analysis, system requirements study, deployment of the solution, commissioning of the infrastructure (client side, server side, and network infrastructure), migration and digitization of the required data and files, provisioning of necessary training and change management, and handholding support to the end users.

Throughout the implementation stage, SIC shall co-ordinate with the SDA/ASP to provide all deliverables for the validation and approval of the State in a timely manner. SIC shall assist the State in monitoring the work of SDA/ASP through service level and also provide proactive inputs to State as well as to the SDA/ASP to ensure results are as per desired objectives of the program. Some of the activities to be performed by SIC would be:

- Periodic review of Software Requirement Specifications, system design, hardware sizing projected, developed and implemented by SDA/ASP
- Periodic review & monitor SDA/ASP’s pilot sites preparation & implementation work
- Review content, methodology and pedagogy for user training
- SLA monitoring
- Manage Issues and plan for risk mitigation strategies

Apart from the above, SIC shall also assist the SLNA in

- Performing the gap analysis for the customization of application solution specific to ULBs within the state
- Appraise the DPRs received from ULBs and forwarding the same to MoUD

- Provide assistance in selection of system integrator(s) at ULBs (if required).

**v. Monitoring and Support during Field Testing and Initial Go-Live**

During the field testing and initial Go-Live of the application solution, the SIC shall assist the State in

- Validate the test plans and procedures
- Coordinate for user acceptance testing by the department and review user acceptance test results
- Conduct audits for conformance with the requirements/ SLA

**vi. Obtaining STQC Certification of Implementation**

The SIC shall support the State in obtaining certification from STQC, after initial go-live at the pilot ULBs, stating that the State level centralized application solution meets the functional requirements, standards and specifications as set out and required to achieve the desired outcomes. Based on this report provided by STQC, the SIC shall provide recommendation to the State Apex Committee / Empowered Committee on the feasibility of the application solution being rolled out in the remaining ULBs with or without modification as the case may be. The SIC shall also provide a report on corrective actions required from any of the project stakeholders before the roll-out of the project in remaining districts.

**vii. Project Evaluation**

Conduct end-line survey after implementation and rollout in the pilot ULBs to measure the project benefits as against the objectives and goals of the project.

**viii. Operational Support to State**

SIC shall assist the State in communications with MoUD and various ULBs throughout the process from project inception to Rollout.

**ix. Systematic closure of activities and Knowledge Transfer**

The SIC is required to ensure smooth handover of the project to State & SPMU after the go-live in the pilot district. An indicative list of various activities is given below:

- Handover of project assets in either softcopy or hardcopy format. The artifacts should be clearly titled, indexed and their significance indicated
- Master document in both softcopy and hardcopy format that lists all assets handed over to the State with description of each and their significance.
- Knowledge transfer to State listing the learning, best practices followed, challenges faced (both managerial and technical), and improvements suggested.

## 5 Section 5: Deliverables

### 5.1 Timelines

The following is an indicative list of deliverables and milestones for SIC, assuming that the engagement starts at time T.

**Table 6: Indicative list of deliverables and milestones for SIC**

S.No.	Deliverables	Timelines
<b>Phase-I : Preparation of Inception Report</b>		
I	Inception Report	T+7 Days
<b>Phase-I : Assessment Study and Preparation of DPR at State</b>		
I	Detail Project Report (DPR)	T+45 Days
<b>Phase II: Bid Process Management</b>		
I	Preparation of Request for Proposal (RFP) for selection of SDA/ASP	State to decide
Ii	Evaluation of bids & assist in selecting SDA/ASP	State to decide
<b>Phase III: Implementation Planning and Support</b>		
I	Setting up of State PMU	State to decide
Ii	Preparation of Project Plan	State to decide
iii	Change Management through Capacity Building	State to decide
iv	Monitoring and Support during Implementation	State to decide
v	Monitoring and Support during Field Testing and Initial Go-Live	State to decide
vi	Obtaining STQC Certification of Implementation	State to decide
vii	Project Evaluation	State to decide
viii	Operational Support to State	State to decide
ix	Systematic closure of activities and Knowledge Transfer	State to decide

In addition to the above deliverables, the SIC shall submit the following reports on a regular basis

- a) Quarterly Progress Reports (QPRs) every quarter indicating the activities remaining / completed as against the scheduled tasks / activities. SIC shall submit the QPR to MoUD after approval from State.
- b) SIC has to submit status reports to the State as agreed (Format and timelines) indicating the progress of activities against the key milestones.

## **5.2 Acceptance of Deliverables**

The acceptance of deliverables or completion of activities shall be linked to the acceptance by or satisfaction of the state. The SIC is expected to make revisions for all documents, deliverables, communications etc until they are accepted by State.

## **5.3 Reporting and Communication**

Since there is extensive coordination required with the State, ULBs & SIC, the SIC is expected to setup proper channels of communication with all stakeholders of the project and provide timely status reports as desired.

## 6 Section 6: Resource Deployment

SIC would be required to deploy at the state an appropriate team consisting of members / Consultants as per below mentioned requirements. The SIC should include the number and the level of people to be deployed in the state along with timeframes as indicated. The expectations on the resources that would be proposed for the project are as follows:

- a) The team together should have a mix of experts as per the requirement of the project.
- b) The team should consist of resources with prior experience in e-governance projects.
- c) Each member of the team must be a full time employee of the Tenderer / consortium member and shall be working with the tenderer / consortium member for a considerable duration and Two years in the case of Project Manager(s).
- d) The team shall be deployed on an exclusive basis, in order to ensure the required coordination with State, and to complete the project as per timelines indicated in this document.
- e) In case of replacement of resource(s) or deployment of additional man-power, if any, the decision of Department shall be final and binding.

The SIC shall deploy professionals as per details given below: < \* Note: This is an indicative list of key resources. Exact requirements towards skill and numbers shall be notified by the respective States in their RFPs.>

S.No.	Constituents of PMU	Number(s)	Type	Period
1.	Project Management Consultant	---	Dedicated	Entire period of PMU
2.	Technology Consultant (like Solution Architect, Network Security expert etc.)	---	Dedicated	Entire period of PMU
3.	Capacity Building Consultant	---	Dedicated	Entire period of PMU
4.	BPR & Urban Reforms Process Consultant	---	Dedicated	Entire period of PMU
5.	Expert consultants (If any, needs to be specified)	---	---	As per requirement

Indicative responsibilities of each resource to be deployed at State PMU are mentioned below. However, the team of resources deployed under this RFP shall be responsible for carrying out the complete Scope of Work under the RFP.

### **6.1 Responsibilities, Qualifications & Experience Requirements**

#### **Role 1: Consultant / Manager (Project Management) - No. of Resource(s) .....**

The Manager (Project Management) will have the following responsibilities:

1. Prepare the DPR for State and process for obtaining approval
2. Lead, coordinate, manage and contribute across the full life cycle of programme with the objective of achieving the timely completion and Quality of the Programme
3. Identify tools for project monitoring and evaluation.
4. Develop templates for monitoring the status of project implementation as per Department's requirement.
5. Provide inputs for project monitoring and implement tools for it
6. Co-ordinate & Support the State in Bid Process Management for the project
7. Coordinate with respective department heads in the State/ ULB/ MoUD to enhance and speed up the project implementation.
8. Monitor the agreements entered between JNNURM, State Government , ULBs an SDA/ ASP on the lines of SLAs
9. Monitor weekly / monthly progress of the project, issue resolution and escalation and submit weekly / monthly project status reports to the Department.
10. Support in convene meetings and workshops
11. Support Department in formal acceptance of deliverables prepared by SDA/ASP.
12. Undertake regular visits to the field to support implementation
13. Appraisal of DPRs received from ULBs

#### ***Qualifications and Experience:***

1. Must be a B.Tech. with MBA from premier institutions
2. Must have 7+ years of work experience out of which 4 years in the IT projects and 3 years in the management consulting domain
3. PMP certification, ITIL Certification/BS7799 Auditing Certification, CISA are desirable
4. Experience in e-Governance projects, particularly in the Urban sector, is preferred

**Role 2: Consultant (Technology) - No. of Resource(s) .....**

The Manager (Technology) will have the following responsibilities:

1. Understanding of Function Point Analysis, Entity Relationship Diagrams, Object Oriented Design Pattern, Software Development and Testing Tools
2. Provide inputs on various technology, standards and their evaluation
3. Assess IT Infrastructure needs, usage and utilization
4. Advise and Monitor network, hardware and software installation and configuration including DRC and DC
5. Draft Technology SLAs and monitoring compliance of the same
6. Audit the application processes and their compliance
7. Management of Vulnerability Assessment, Penetration Testing and Application security
8. Appraise RFP on the items related with the technology
9. Undertake regular visits to the field to support implementation
10. Appraise DPRs received from ULBs w.r.t technology components

***Qualifications and Experience:***

1. Must be a B.Tech / M.Tech in ECE / IT / CSE. from premier institutions
2. Must have 5+ years of relevant work experience in the IT projects
3. Experience in the management of large IT infrastructure
4. Well versed with all the latest technology developments and their implications to businesses
5. Desirable to have experience in designing and monitoring of Data Centre, Gateways and networking
6. Experience in e-Governance projects, particularly in the Urban sector, is preferred

**Role 3: Consultant (Capacity Building & Knowledge Management) - No. of Resource(s) .....**

The Manager (CB & KM) will have the following responsibilities:

1. Impact Assessment : Study of As-Is and definition of To-Be roles and responsibilities
2. Change Readiness Assessment: To understand preparedness for change from structure, processes and staff perspective (Training Needs Analysis)
3. Validate CB component in release of RFP
4. Develop CB & Change Management Plan (CM)

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5. Manage and Assist in conducting CB & CM Workshops and facilitate all the IEC activities of the Programme
6. Oversee the compliance and implementation of CM & CB plan as per plan
7. Monitoring of effectiveness of training delivered to SLNAs and ULBs
8. Prepare and submit progress reports including identification of problems, causes of potential bottlenecks in Programme implementation w.r.t. capacity building, change management and knowledge management
9. Undertake regular visits to the field to support implementation
10. Appraise DPRs received from ULBs w.r.t CB & CM components

***Qualifications and Experience:***

1. Must be a graduate with MBA (HR) from a premier institution
2. Must have 5+ years of relevant experience in IT training and capacity building area
3. Must be experience in developing content and delivering content for workshops and trainings
4. Qualifications from Indian Society for Training & Development (ISTD)
5. Experience in e-Governance projects, particularly in the Urban sector, is preferred

**Role 4: Consultant (BPR & Urban Reforms) - No. of Resource(s) .....**

The Manager (BPR & Urban Reforms) will have the following responsibilities:

1. Support the implementation in providing domain related inputs
2. Appraise RFP on the items related to the domain
3. Appraise DPRs received from ULBs on items related to the domain
4. Advise the States & ULBs on the processes and reforms
5. Review the functionality of the developed applications vis-a-vis the FRS in the RFP
6. Coordinate with Departments of State Governments and various ULBs

***Qualifications and Experience:***

1. Must be a Masters in the Urban Development & Planning and related studies
2. Must have 6+ years of work experience out of which 3 years in the management consulting domain
3. Must have handled the process reengineering in e-Governance projects of Urban sector



## 7 Section 7: Bid Proposal Formats

The Department invites the Proposals from Consultants for e-Governance in Municipalities project in the Department. Bidders are required to submit following proposal formats for submitting their Proposals for selection as “*State Implementation Consultant*” under the RFP.

S.No.	Form	Description
1.	Form-1	Covering Letter
<b>Technical Forms</b>		
2.	Form-2a	Past Relevant Experience
3.	Form-2b	Understanding of Work and Methodology
4.	Form-2c	Profiles of Personnel Constituting Project Team
5.	Form-2d	Work Plan
<b>Commercial Form</b>		
6.	Form-3	Commercial Proposal Format

*[Note: Italicized comments in rectangular brackets have been provided for the purpose of guidance/instructions to bidders for preparation of the Proposal Formats. These should not appear in the final Proposals to be submitted by the bidders]*

### **7.1 Form-1: Covering Letter**

**Date:**

**Reference No. :**

[Bidders are required to submit the covering letter as given here on their letterhead]

To,

**Sub: Proposal for Selection as State Implementation Consultant to implement e-Governance in the Department.**

Dear Sir,

1. We, the undersigned, having carefully examined the referred RFP, offer to Propose for the selection as State Implementation Consultant, in full conformity with the said RFP.
2. We have read the all the provisions of RFP and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, the duly notarized written power of attorney, and all attachments, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
6. We declare that we do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.
7. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.

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8. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
9. Banker’s Cheque/ Demand draft no./Bank Guarantee ----- dated ----- drawn on ----- for Rs.----- is enclosed towards EMD.
10. Banker’s Cheque/ Demand draft no.----- dated -----drawn on-----for Rs. ----- is enclosed towards RFP document cost as document was downloaded from website.
11. RFP document was purchased by us by making cash payment vide receipt number----- dated ----- of your office.

**Signature.....**

**In the capacity of.....**

**Duly authorised to sign Proposal for And on behalf of.....**

**Date.....**

**Place.....**

[\*Strike off whichever is not applicable]

**7.2 Form-2a: Past Relevant Experience**

*[Bidders are required to provide details of relevant experiences in the format give below, highlighting experience of designing & implementing a similar e-Governance project (minimum of 3 projects). Use separate sheet for each citation]*

<b>S. No.</b>	<b>Particular</b>	<b>Details</b>	
1.	<b>Citation Serial Number</b>		
2.	<b>Name of Project</b>		
3.	<b>Name of Client</b>		
4.	<b>Address of Client</b>		
5.	<b>Contact Person Name &amp; Mobile/ Telephone</b>		
6.	<b>Total assignment value(Rs)</b>		
7.	<b>Value of Consultancy Work</b>		
8.	<b>Start &amp; End Date</b>	<b>From:</b>	<b>To:</b>
9.	<b>Project Timelines/ Duration (in months)</b>		
10.	<b>Whether completed or ongoing</b>		
11.	<b>If on-going:</b> <ul style="list-style-type: none"> <li>➤ <b>which of the assignments have been accomplished</b></li> <li>➤ <b>which are in pipeline &amp; ongoing</b></li> </ul>		
12.	<b>No. of personnel man-months provided by the Consultant</b>		
13.	<b>Project Consultancy Team Size</b>		

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<b>S. No.</b>	<b>Particular</b>	<b>Details</b>
14.	<b>Name of key team personnel involved and functions performed by them</b>	
15.	<b>Brief narrative description of Project</b>	
16.	<b>Assignments undertaken by the consultant that are relevant to current project</b>	
17.	<b>Plan for bringing knowledge and experience of this consultancy into project</b>	

**Signature.....**

**In the capacity of..... Duly authorised to sign Proposal for And on behalf of.....**

**Date..... Place.....**

### **7.3 Form-2b: Understanding of Work & Methodology**

Based on the broad areas of work outlined in the RFP and bidder’s own experiences, bidders are required to provide details of bidder’s understanding regarding:

1. Functions of the Department
2. Requirements of the assignment and activities of work involved as Project Consultant in executing the e-Governance project
3. Approach & methodology intended to be adopted to address the requirements
4. The details on above must be precise, coherent and complete.

**7.4 Form-2c: Profiles of Personnel Constituting Project Team**

*[Bidders are required to provide the profiles of resources who will be involved in the assignments in the format given below. Use separate sheet for each team member.. Each citation shall be signed by the respective staff themselves or by authorized signatory]*

**Summary of Past Professional Experience(s)/ Skill Set (in the areas of Mgmt., IT consultancy, Development Economics, BPR & Financial Analysis) that best illustrates capabilities to handle task(s) under the current assignment(s) [This should be restricted to a maximum of 5 citations of maximum 10 lines per citation with focus on following points]**

1.	<b>Name of Project (s):</b>		
	<b>Period From:</b>	<b>To:</b>	<b>Position held:</b>
	<b>Client Name:</b>		
	<b>Client Address:</b>		
	<b>Main project features:</b>		
	<b>Activities performed:</b>		
<b>Specific Position under the current Project</b>			
<b>Whether part-time or full-time involvement under current Assignment</b>			
<b>Role and Job Description(s) to be performed under the current Project</b>			

I, the undersigned, certify that above profile correctly describes about qualifications and experiences about myself/ my staff to best of my knowledge. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

**[Signature of staff member or authorized signatory And on behalf of.....]**

**Date.....**

**Place.....**

**7.5 Form-2d: Work Plan**

**2d.(i): Team Composition & Task Assignment**

S.No.	Name of Staff	Area of Expertise	Position under the current Assignment	Task(s)/ Activities Assigned
<b>Professional Staff</b>				
1.				
2.				
3.				
n.				
<b>Support Staff</b>				
1.				
2.				
3.				
n.				



**2d.(ii): Indicative Format for Work Plan**

*[Bidders are required to provide a detailed work plan reflecting each milestone, deliverable and related task along with resource allocation, effort estimate, and time schedule to ensure that the work is completed in time. The proposed work plan should reflect the activities/ tasks of the methodology proposed, showing a good understanding of the assignments to be undertaken and ability to translate them into feasible working plan]*

Work Plan For Phase I and Phase II							
S#	Activity Description	W1	W2	W3	W4	W5	W6
I	<b>Phase I</b>						
1	Sub-Activity 1.1						
2	Sub-Activity 1.2						
	etc...						
II	<b>Phase II</b>						
1	Sub-Activity N.1						
2	Sub-Activity N.2						
3	etc...						

**Legend**

	Activity carried out by regular PMU resources
	Activity carried out by regular PMU resources; resulting in a deliverable
	Activity in-case support is involved

Work Plan For Phase III and Phase IV											
S#	Activity Description	M1	M2	M3	M4	M5	..	..	..	M24	
I	<b>Phase III</b>										
1	Sub-Activity 1.1										
2	Sub-Activity 1.2										
	etc...										
II	<b>Phase IV</b>										
1	Sub-Activity N.1										
2	Sub-Activity N.2										
3	etc...										

**Legend**

	Activity carried out by regular PMU resources
	Activity carried out by regular PMU resources; resulting in a deliverable
	Activity in-case support is involved

**7.6 Form 3: Commercial Proposal Format**

*[To be submitted by the bidder as per the format given below on their letterhead in a separate sealed cover]*

**Date:**

**Reference No. :**

**(i) DPR Preparation**

Particulars	Total Price (INR)
A. Cost of DPR Preparation including out of pocket expenses	
B. All Taxes and other duties	
<b>Total Cost (X=A+B) in figure (in INR)→</b>	
<b>Total Cost in words →</b>	

**(ii) Project Management**

Resource deployment at State PMU	Man Month Rates for each Category				
	Nature (Dedicated / Need Basis)	Number	Man Month Rate (INR)	Duration (in Months)	Total Price (INR)
A. Project Management Consultant					
B. Technology Consultant (like Solution Architect, Network Security expert etc.)					
C. Capacity Building Consultant					
D. BPR & Urban Reforms Process Consultant					
E. Expert consultants (If any, Please Specify)					
<b>Total Cost (Y=A+B+C+D+E) in figure (in INR) →</b>					
<b>Total Cost in words →</b>					

**(iii) Total Project Cost**

<b>Particulars</b>	<b>Total Price (INR)</b>
I. DPR Preparation Cost (X)	
II. Project Management Cost (Y)	
<b>Grand Total (Z=X+Y) in figure (in INR)→</b>	
<b>Grand Total in words →</b>	

**Note:**

- 1 The commercial figure quoted will be an all-inclusive figure – inclusive of out-of pocket expenses and all taxes, duties, etc payable. No out-of-pocket expenses will be reimbursed separately. Should the commercial quote include separate out of pocket expenses or any taxes, duties, etc., such a commercial proposal will be treated as an invalid.
- 2 All taxes quoted will be assumed to be as on 10th day prior to the date of submission of bid. Any changes in the statutory taxes or levies affected by Central/State/Other Government bodies after this date will be considered and applied after due authorization.

**Dated this [day / month / year]**

**Authorized Signatory (in full and initials):**

**Name and title of signatory:**

**Duly authorized to sign this Proposal for and on behalf of [Name of Consultant]**

**Name of Firm:**

**Address:**

## 8 Section 8: Annexures

### 8.1 Annexure A: Earnest Money Deposit

1. This deed of Bank Guarantee made this <Day> day of <Month> <Year> by <Name of Bank> having its office at <Office address of the Bank>, hereinafter referred to as “The Bank” which expression shall include their successors, in favour of <State> (hereinafter referred to as “The Department” which expression shall include their successors).
2. Whereas the Department has issued RFP notification no. <Notification no.> dated <Date of notification> to M/s <Name of the Company> a company incorporated in India under the Companies Act, 1956 and having its registered office at <Registered office address> (India) and place of business at <Business Address of Company> hereinafter referred to as “The Company” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for *Selection as State Implementation Consultant to implement e-Governance in the Department*.
3. In consideration the Department selecting the Company as ‘*State Implementation Consultant to implement e-Governance in the Department*’ as per the terms and conditions of the Agreement entered into between the Department and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay the Department on first demand without demur any sum upto Rs.------(Rupees -----Only) merely on claim or demand by telex and/ or writing by the Department by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
4. We, the Bank, undertake to pay to the Department any money so demanded notwithstanding any dispute(s) raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.
5. The Bank’s liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of the Department or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the Department and the Company.

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6. The Bank Guarantee shall be valid from the date of opening of Proposal and shall remain in all force and effect for a period of 30 (thirty) days beyond the validity of the proposal.
7. We, the Bank, further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the Company and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Company or for any forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.
9. NOTWITHSTANDING anything contained herein,
  - a) Our liability under this Bank Guarantee is restricted to Rs. .... (Rupees ..... Only),
  - b) This Bank Guarantee shall be valid up to <dd.mm.yyyy> inclusive of the claim period, and
  - c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Department serve upon us a written claim or demand on or before <dd.mm. yyyy.>
10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of the Department in writing and the guarantee shall be continuous and irrevocable upto the sum stated hereinabove.

**Place:**

**Date:** (Signature of Authorized signatory & Stamp of Bank)

## 8.2 Annexure B: Performance Bank Guarantee Format

1. This deed of Bank Guarantee made this <Day> day of <Month> <Year> by <Name of Bank> having its office at <Office address of the Bank>, hereinafter referred to as “The Bank” which expression shall include their successors, in favour of <State> (hereinafter referred to as “The Department” which expression shall include their successors).
2. Whereas the Department has issued RFP notification no. <Notification no.> dated <Date of notification> to M/s <Name of the Company> a company incorporated in India under the Companies Act, 1956 and having its registered office at <Registered office address> (India) and place of business at <Business Address of Company> hereinafter referred to as “The Company” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for *Selection as State Implementation Consultant to implement e-Governance in the Department*.
3. In consideration the Department selecting the Company as *State Implementation Consultant to implement e-Governance in the Department* as per the terms and conditions of the Agreement entered into between the Department and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay the Department on first demand without demur any sum upto Rs.------(Rupees -----Only) merely on claim or demand by telex and/ or writing by the Department by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
4. We, the Bank, undertake to pay to the Department any money so demanded notwithstanding any dispute(s) raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.
5. The Bank’s liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of the Department or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the Department and the Company.
6. The guarantee shall remain in all force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of

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the Department under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or up to 24 (twenty-four) months from the date of its execution i.e. up to **<Day> day of <Month> <Year>** or the Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Company and accordingly discharges this guarantee.

7. We, the Bank, further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the Company and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Company or for any forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.
9. NOTWITHSTANDING anything contained herein,
  - a) Our liability under this Bank Guarantee is restricted to Rs. .... (Rupees ..... Only),
  - b) This Bank Guarantee shall be valid up to **<dd.mm.yyyy>** inclusive of the claim period, and
  - c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Department serve upon us a written claim or demand on or before **<dd.mm. yyyy.>**
10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of the Department in writing and the guarantee shall be continuous and irrevocable upto the sum stated hereinabove.

**Place:**

**Date:** **(Signature of Authorized signatory & Stamp of Bank)**

### 8.3 Annexure C: Special Power Of Attorney

**Note:** A standard document by bidder firm authorizing the person signing the proposal documents on behalf of the bidder firm will also be acceptable.

Know all me by these presents that we <Name of Company> incorporated in India under the Companies Act, 1956 and having its registered office at <Registered Office Address> (India) (Hereinafter called the “Company”) DOTH hereby nominate, constitute and appoint <Name of person in whose favour authority is being made under the attorney>, <Designation of the person>, s/o / d/o <Father’s name of the person>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender **RFP No.** ----- for ‘**Selection of State Implementation Consultant**’ for ‘Implementing e-Governance in the Department of Urban Development for the State of <State> and all affairs ancillary or incidental thereto.
2. AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.
3. In witness whereof <Name of person> authorized to execute the attorney on behalf of <Name of Company>, <Designation of the person> of the Company acting for and on behalf of the Company under the authority conferred by the <Reference of body/ notification/ authority orders like Board of Directors of the Company> in its <reference/ number/ meeting held on> dated <date of reference> has signed this Power of attorney at <place> on this day of <day> <month>, <year>.



4. The signatures of <Name of person> in whose favour authority is being made under the attorney given below are hereby certified.

**<Signature, Name & Designation of person executing attorney and Name of company>**

**WITNESS:**

**<Signature, Name & Designation of person executing attorney>**

**<Signature, Name & Designation of person in whose favour authority is being made under the attorney >**

**CERTIFIED:**

**<Signature, Name & Designation of person executing attorney and name of company>**