

REQUEST FOR PROPOSAL (RFP)

For

Selection of State Implementation Partner

for

Setting up of Citizen Facilitation Centres and Doorstep

Delivery of Services in

17 Municipal Corporations

of

Uttar Pradesh

Department of Urban Development

Government of Uttar Pradesh

824, Bapu Bhawan

Lucknow, Uttar Pradesh

<http://urbandevelopment.up.nic.in/>

January, 2019

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to State Implementation Partner (SIP)s or applicants whether verbally or in documentary form by or on behalf of Department of Urban Development (DoUD), Government of Uttar Pradesh, is provided to the State Implementation Partners on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer by Department of Urban Development, Government of Uttar Pradesh. This RFP is to invite proposals from applicants who are qualified to submit the bids to serve as the “SIPs”. The purpose of this RFP is to provide the State Implementation Partner (SIP)s with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each State Implementation Partner may require. Each SIP may conduct its own study and is free to check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. The Department makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updating expansion, revision and amendment. It does not purport to contain all the information that a State Implementation Partner may require. The department reserves the right or discretion to change, modify, add to or alters any or all of the provisions of this RFP document and / or the bidding process, without assigning any reasons, whatsoever. Such change will be intimated to all SIPs. Any information contained in this RFP document will be superseded by any later written information on the same subject made available to all recipients by the Department.

The department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The department reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the department shall be final, conclusive and binding on all the parties.

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Section I: Schedule of Events

Sl.#	Particulars	Details
1	Document Reference Number	URC/1523/24/2018-19
2	Start Date of the issue of the RFP	9 th . January, 2019
3	Closing Date of the issue of the RFP	27 th . January, 2019 5:00 pm
4	Website to Download RFP	www.eprocure.gov.in
5	Cost of the RFP	<p>INR 15,000 (Rupees Fifteen Thousand only) to be deposited through NEFT in the bank account mentioned below:-</p> <ul style="list-style-type: none"> • Bank Name: Axis bank Ltd • Branch Name: Aliganj, Lucknow • Account Name: Regional centre for Urban & Environmental Studies Lucknow • Account No.: 914010033522336 • IFSC: UTIB0001692
6	Last Date for submission of written queries for clarification & mail id of the person to whom such queries are to be directed	<p>17th January, 2019 5:00pm To Er A K Gupta, Additional Director, RCUES Lucknow Email: ad.rcueslko@gmail.com, rcueslucknow@gmail.com</p>
7	Date and Time of Pre-bid Meeting Note: <i>It is essential that all issues of the interested Implementing partners be communicated via e-mail as per point 6. Only those issues will be discussed for consideration in the Pre-bid meeting.</i>	<p>19th. January, 2019 12:00 pm Regional Centre for Urban & Environmental Studies (RCUES), Lucknow Near Registrar office, Lucknow University Campus, Lucknow- 226007</p>
8	Issue of Corrigendum (In the Government Portal)	TBD
9	Notification to the bidders (through web-site communiqué)	TBD
10	Portal for online Bid Submission	www.eprocure.gov.in
11	Address, Date and Time of Opening of Technical Bids	To be communicated after pre-bid meeting
12	Bidders Presentation date and Venue of the Presentation	To be communicated after pre-bid meeting
14	Date and Venue for Opening of the Financial Bids	To be communicated after pre-bid meeting
15	Award of Letter of Intent	TBD

16	Signing of Agreement	TBD
17	Web-site of the Department	www.urbandevelopment.up.nic.in
18	Office Address of Department of Urban Development	824, Babu Bhawan, Civil Secretariat, Lucknow
19	Nodal Contact Person	Shri. A. K. Gupta, Additional Director, RCUES, Lucknow.
20	Validity of the Proposal given by the bidders	120 days
21	Legal Jurisdiction	High Court of Judicature at Allahabad
22	Right to Accept or Reject the Proposal will be with	Department of Urban Development, Government of Uttar Pradesh
23	Earnest Money Deposit	<p>INR 50, 00,000 (Rupees Fifty Lakh only) to be deposited through NEFT in the bank account mentioned below:-</p> <ul style="list-style-type: none"> • Bank Name: Axis bank Ltd • Branch Name: Aliganj, Lucknow • Account Name: Regional centre for Urban & Environmental Studies Lucknow • Account No.: 914010033522336 • IFSC: UTIB0001692
24	Performance Bank Guarantee & Validity of Performance Security	INR 50, 00,000 (Rupees Fifty Lakh only) PBG to be furnished from any scheduled bank in India. Validity till project life.
25	All Communications (including submissions of PBG) to be addressed to	Additional Director, RCUES, Lucknow.
26	All Communications should contain the following Information	“Selection of State Implementation Partner (SIP) to manage CFC and Doorstep services for Department of Urban Development”
27	Duration of Contract	05 (Five Years with a provision of extension of another 5 years on expiry of the first term with a provision of 10% price escalation
28	Mode of Engagement with the Government of Uttar Pradesh	<p>Public Private Partnership (Renovate, Own, Operate and Transfer mode)</p> <ul style="list-style-type: none"> ✓ Rent free Premises will be made available by the Government through Municipal Corporations as per the requirements ✓ Access to all available State e-Infrastructure will be provided for by the Municipal Corporation and the Department ✓ IT Application Gap Intervention fund will be earmarked by the

		Government for use in the project as per the requirement. Note: The Government will specify the space allocated in each Municipal Corporation.
29	Revenue Model	Citizen Pay Model at a cost that makes Accessibility of Services by the Citizens affordable and Business Continuity of the Implementing Partner.
30	Evaluation and Selection Method	Quality cum Cost basis with weightage of 70% for Technical and 30% for Financial respectively
31	Consortium Arrangement	Not Allowed. However, outsourcing is allowed for some activities as may be deemed fit by the selected bidder. The sole responsibility of the Project Performance will rest with the selected bidder (State Implementation Partner).

Table 1: Schedule of events

Note: While the Department of Urban Development, Uttar Pradesh, has planned the above schedule of events and will like to follow it in spirit, pre-planned or unplanned alterations may take place as and when required. The Department is not legally liable to follow the schedule to that point.

Section II: Terminologies and Abbreviations

Abbreviation /Terminology	Full Form /Meaning
AEPS	Aadhaar Enabled Payment System
AMC	Annual Maintenance Contract
API	Application Programming Interface
ATM	Automated Teller Machine
ATS	Annual Technical Support
BBPS	Bharat Bill Payment System
BEC	SIP's Evaluation Committee
BG	Bank Guarantee
BOM	Bill of Material
CFC	Citizen Facilitation Centre
CPU	Central Processing Unit
CVV	Card Code Value
DD	Demand Draft
DDS	Doorstep Delivery of Services
DoT	Department of Telecommunication, Government of India
DoUD	Department of Urban Development, Government of Uttar Pradesh
DR	Disaster Recovery

DSC	Digital Signature Certificate
EBPP	Electronic Bill Presentment and Payment
EMD	Earnest Money Deposit
EMI	Equated Monthly Instalment
ERP	Enterprise Resource Planning
FAQ	Frequently Asked Questions
G2B	Government to Business
G2C	Government to Citizen
GST	Goods and Services Tax
IAMS	Integrated Archival and Learning Content Management System
ICT	Information and Communication Technology
IMPS	Immediate Payment Service
INR	Indian Rupee
ISO	International Organization for Standardization
ITSIP	Instruction to State Implementation Partner
IVRS	Interactive Voice Response System
JV	Joint Venture
LCMS	Learning Content Management System
LoA	Letter of Award/Letter of Acceptance
MDR	Merchant Discount Rate
MIS	Management Information System
MoF	Ministry of Finance
NMT	Non-Motorized Transport
NPCI	National Payments Corporation of India
OPEX	Operating Expenses
PA DSS	Payment Application Data Security Standard
PAN	Permanent Account Number
PAT	Profit After Tax
PBG	Performance Bank Guarantee
PCI DSS	Payment Card Industry Data Security Standard
PG	Payment Gateway
PO	Purchase Order (or Pay Order in some case)
POC	Proof of Concept
PoS	Point of Service
RBI	Reserve Bank of India
RFP	Request for Proposal
RPO	Recovery Point Objective
RTO	Recovery Time Objective
RTS	Right to Services
SI	Standing Instructions
SIT	System Integration Testing
SLA	Service Level Agreement

SMS	Short Messaging Service
SPOC	Single Point of Contact
SRS	Software Requirement Specification
SSL	Secure Sockets Layer
TAT	Turnaround Time
TCO	Total cost of ownership
TDS	Tax Deducted at Source
TSP	Technology Service Provider
UAT	User Acceptance Testing
UPI	Unified Payment Interface
VbV	Verified by Visa
VISA	Visa International Service Association

Table 2: Terminologies and abbreviations

* Above abbreviations may be used in future during the life of this project.

Section III: Background

1. Department of Urban Development, Government of Uttar Pradesh

The role of the Urban Local Bodies is pivotal in providing municipal services and managing urban growth. The Department of Urban Development (DoUD), Government of Uttar Pradesh is responsible for formulation and administration of the laws, policies, rules, and regulations relating to the urban local bodies (Town Areas, Municipal Councils and Municipal Corporations) and urban development in Uttar Pradesh. The Department is committed to ensure provisioning of efficient municipal services and infrastructure for organized and planned growth of urban areas of the state. Moreover the water supply, sanitation, solid waste management, urban forestry, poverty alleviation, provision of urban amenities such as parks, gardens, playgrounds, street lighting, urban transport, public conveniences and promotion of cultural, educational and aesthetic aspects in the urban areas are also under the realm of the Department. The Department is responsible for efficient functioning of the local bodies, especially the Municipal Corporations, by providing financial assistance, grants and guidance to the local bodies.

There are 17 Municipal Corporations, 198 Municipal Councils and 438 Town Areas under this Department.

The table below shows the details of the Municipal Corporations in Uttar Pradesh along with the Population and Projected Yearly Footfall at the Citizen Facilitation Centres:

Sl.No.	Municipal Corporation	Population Count in Lakh	Combined Projected Yearly Footfall at the CFC and D2D in Lakh
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1	Lucknow	29.53	15.83
2	Kanpur	28.50	15.42
3	Ghaziabad	26.47	13.74
4	Agra	18.16	9.29
5	Meerut	16.98	8.16
6	Bareilly	14.04	6.22
7	Prayagraj	12.67	6.51
8	Varanasi	12.55	6.73
9	Moradabad	11.43	5.52
10	Aligarh	10.87	5.34
11	Saharanpur	10.21	4.67
12	Gorakhpur	9.83	4.48
13	Firozabad	8.35	3.90
14	Jhansi	7.34	3.35
15	Mathura Vrindavan	5.71	2.68
16	Shahjahanpur	5.42	2.35
17	Ayodhya-Faizabad	2.92	1.40
TOTAL		230.98	115.59

Table 3: Indicative Data on Municipal Corporations of Uttar Pradesh

2. Purpose of this Tender

The Government of Uttar Pradesh has envisioned that citizens should get all municipal services along with additional services of critical importance delivered in an integrated, transparent, expeditious, and hassle-free manner, across the counter or at their doorsteps. Supplementing the efforts of the Municipal Corporations, the government intend to implement state-of-the-art Citizen Services Facilitation Centres including door-step-delivery of services to achieve the following objectives-

1. Set up effective mechanisms for collection of payments to Municipal Corporations by the citizens through electronic payment mechanisms like credit, debit, prepaid card, wallets or smart card as well as physical instruments like cheques, demand draft or cash.
2. Consistent dissemination of information to citizens regarding services provided by the Municipal Corporations to the citizens, delivery of the services, existing and envisaged channels for payments regarding various government-to-citizen charges.
3. Facilitate collection of documents and payments from citizens at their door-step-services on pre-scheduled appointments.
4. Facilitate timely delivery of services at citizen doorsteps based on pre-scheduled appointments.
5. Instant acknowledgement to citizen and receipts regarding payments.
6. Tracking of collections through reports and dashboards to ensure timely delivery of services and collection of payments.
7. Effective reconciliation and settlement of all cash collections done at various collection locations.

To achieve the above objectives, the Department intends to select and engage a competent State Implementation Partner (SIP) on a Public Private Partnership mode through this Request for Proposal (RFP). The SIP will provide relevant technology and man power for delivery of services, collection of payments and also manage all operations regarding delivery of services and collection of payments. The State Implementation Partner (SIP) is expected to provide solution and manage services as stated in Scope of work, later in this document.

8. Content of Bidding/ RFP Document

The major requirements, bidding procedures and General Terms & Conditions are prescribed in the RFP documents. The RFP document includes:

- Introduction
- Invitation for Bids
- Instructions to SIPs
- Terms and Conditions of the RFP
- Scope of Work
- Functionality and Architectural Details
- Technical Details required from State Implementation Partner (SIP)
- Required State Implementation Partner (SIP) Information
- Annexure Containing Formats and Templates

9. Pre-qualification Criteria

This request for proposal is for the following institutions:

1. Bidders that have enough experience in handling Citizen Services at least for the past 3 years as on bid submission date.

Note: Bidders who have a working experience on Municipality functions will have an advantage though this is not a mandatory criterion.

2. Bidders that have enough domain experience in integrating existing off the shelf Digital Applications necessary for conducting transactional and transformational activities.

Sl. No	Eligibility Criteria	Document Standard
1	<p>Bidder must have minimum Rs 200 Crore turnover from citizen services in each of the last three financial years i.e. 2014-15, 2015-16, 2016-17.</p> <p>Note: The turnover will be considered for the bidding entity and not the Group turnover.</p>	Relevant extracts of audited financial Statements along with Certificate from any practising Chartered Accountant.
2	The Bidder must be an Indian firm/ company /organization registered under the	Copy of the 'Certificate of Incorporation' issued by Registrar of Companies and full

	<p>Companies Act, 1956.</p> <p>b) Number of Bids- Only one bid is allowed for a firm i.e. one firm cannot participate in more than one bid</p> <p>c) Bid submission-If more than one bid is submitted, both the bids shall be cancelled.</p>	address of the registered office.												
3	<p>Profitability –The Bidder must be profitable for any one year of last three financial years with minimum net worth of INR 50 Crore (2014-15, 2015-2016 and 2016-2017). The following format need to be used:</p> <table border="1" data-bbox="354 779 911 987"> <thead> <tr> <th>Year</th> <th>Net Worth</th> <th>Profit</th> </tr> </thead> <tbody> <tr> <td>2014-2015</td> <td></td> <td></td> </tr> <tr> <td>2015-2016</td> <td></td> <td></td> </tr> <tr> <td>2016-2017</td> <td></td> <td></td> </tr> </tbody> </table>	Year	Net Worth	Profit	2014-2015			2015-2016			2016-2017			Relevant extracts of Audited financial statement Certificate from the Statutory auditor / Company Secretary/Chartered Accountants clearly specifying the Profit & net worth for each year.
Year	Net Worth	Profit												
2014-2015														
2015-2016														
2016-2017														
4	<p>Relevant Experience- Should have handled minimum 4 multi-location (minimum 8 locations) projects in last five years, in the area of across the counter application centres for citizen services delivery projects in India or abroad for any Government client, Public Sector Undertakings or reputed private organizations. Each project must have following as part of scope of work:-</p> <ol style="list-style-type: none"> 1. Deployment of IT & non-IT infrastructure 2. Deployment of manpower and operations for counter and door to door operations 	The Bidder should submit minimum 4 credentials having relevant Project Citation supported with copies of Work order or Client Certificate.												
5	<p>Relevant Experience-The bidder must have processed at least 50 lakhs across the Counter Citizen Services applications for all clients in India or abroad in last 5 years as on bid submission date.</p>	The Bidder should submit relevant credentials having relevant Project Citation supported with copies of Work order or Client Certificate.												
6	The Bidder should have registration under relevant GST Service Tax and Income Tax	The Bidder should provide the necessary documentary proof to this effect												

	act.	
7	The Bidder should have never been blacklisted / barred / disqualified by any government/regulator / statutory body in India during the last 5 years.	Self-declaration by the authorized signatory of the bidder
8	The Bidder providing manpower service should have registration under Contract Labour (Regulation & abolition) Act 1970 with latest amendments and shall comply with guidelines of same while treating all the their employees.	Bidder to provide self- certification confirming the compliance.

Table 4: Eligibility criteria

Note:

- i. Any bid failing to meet any of the above eligibility criteria shall be disqualified and will not be considered for technical evaluation.
- ii. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the department decides, originals / certified copies should be shown for verification purpose.
- iii. The credentials submitted by the SIP as proofs should explicitly mention that the documents are submitted for which eligibility criteria.
- iv. The SIP will remain responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the department or all such activities related to the bid process. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- v. The Department reserves the right to verify / evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

Section IV: Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible bidders for selection as State Implementation Partner for Managing and Operating Citizen Facilitation Centres to efficiently and effectively deliver Citizen Services on behalf of the Municipal Corporations, Department of Urban Development, Government of Uttar Pradesh.

1. Due Diligence

The bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in every respect will be at the SIP's own risk and may result in rejection of the Bid and for which Department of Urban Development, Government of Uttar Pradesh shall not be held responsible.

2. Cost of Bidding

The bidder shall bear all costs and expenses associated with the preparation and submission of its Bid and Department of Urban Development, Government of Uttar Pradesh shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment or annulment of the bidding process.

3. Cost of RFP / Bid document

A non-refundable amount of Rs 15000/- (Rupees Fifteen Thousand only) to be deposited through NEFT in the bank account mentioned below:-

- **Bank Name: Axis bank Ltd**
Branch Name: Aliganj, Lucknow
- **Account Name: Regional centre for Urban & Environmental Studies Lucknow**
- **Account No.: 914010033522336**
- **IFSC: UTIB0001692**

4. Earnest Money Deposit (EMD)

An amount of INR 50,00,000 (Rupees Fifty Lakhs only)) to be deposited through NEFT in the bank account mentioned below:-

- **Bank Name: Axis bank Ltd**
Branch Name: Aliganj, Lucknow
- **Account Name: Regional centre for Urban & Environmental Studies Lucknow**
- **Account No.: 914010033522336**
- **IFSC: UTIB0001692**

5. Waivers and Concessions

No waiver or concessions will be allowed towards the mandatory payments. Other than NEFT any financial instrument like Bank Guaranty (BG) or Letter of Credit (LC) will not be acceptable.

6. Clarifications on Bid Document/RFP

The bidders are requested to carefully examine the Bid Documents and the terms and conditions specified therein. If there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy between any of the Bid Documents, they should forthwith refer the matter in writing to Department of Urban Development, Government of Uttar Pradesh for necessary clarifications within the specified time. Department of Urban Development, Government of Uttar Pradesh decision in this regard shall be final, conclusive and binding on all the SIPs or offers.

7. Amendment of RFP Document

Department of Urban Development, Government of Uttar Pradesh reserves the right in its sole discretion of inclusion of any addendum to this entire bid process. The bidder shall not claim as a right for requiring Department of Urban Development, Government of Uttar Pradesh to do the aforesaid.

At any time before the deadline for submission of Bids / offers, the department may, for any reason, whether at its own initiative or in response to a clarification requested by prospective SIPs, modify this RFP / Bid Document and all such modifications shall be binding on the bidders.

All prospective SIPs who have received this RFP shall be notified about the amendment in writing vide e-mail or the same may be hosted on **eprocure.gov.in** and all such amendments shall be binding on the bidders.

If required in order to allow prospective bidders reasonable time in which they need to take the amendment into account in preparing their bids, the Department of Urban Development, Government of Uttar Pradesh at its sole discretion reserves the rights to extend the deadline for submission of Bids. In no circumstance, the deadline for submission of Bids shall be extended beyond a period of 15 (fifteen) days. However, no request from the bidder, shall be binding on Department of Urban Development, Government of Uttar Pradesh for the same. In case of trivial amendments that do not call for a major correction in the bid, this preparation time may not be given. The Departments decision in this regard shall be final, conclusive and binding on all the bidders.

Any attempt by the bidders to visit or meet top management officials of the Department of Urban Development, Government of Uttar Pradesh in connection with or incidental to the bid process, shall be construed by the Department as an unlawful attempt by the prospective

bidder, to influence the RFP/ Bid process and may invite disqualification from bidding. Only authorized representative of each bidders would be permitted to visit for submitting the RFP Document/ or when called by the Department of Urban Development, Government of Uttar Pradesh.

Section V: Instruction to Bidders (ITB)

Preparation of Bids

1. Language of Bid

The Bid prepared by bidders, as well as all correspondence and documents relating to the Bid exchanged by the bidder and Department of Urban Development, Government of Uttar Pradesh shall be in English only.

- Any printed literature furnished by the SIP in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

2. Documents constituting the Bid

The Bid prepared by the bidder shall comprise the following components. The Bids not conforming to the requirements as stated herein below shall be summarily rejected.

a) Technical Bid

Please note that no price schedule should be indicated in the Technical Bid and it shall only be quoted in the Financial Bid.

b) Financial Bid

The bidder shall quote price in clear terms. The bidder should abide by the Format for Financial Bid provided later in this RFP Document.

c) All prices shall be for delivery of Service(s) in Uttar Pradesh exclusive of taxes up to the satisfaction of Department of Urban Development, Government of Uttar Pradesh or its authorised representatives. However, the bidder needs to mention the taxes applicable in the financial bid. The prices should be quoted in figures as well as in words. In case of discrepancies between prices written in words and prices written in figures, the prices written in words shall be read as correct.

d) The Financial Bids should strictly conform to the formats to enable evaluation of the Bids and special care may be taken that the Bids having any hidden costs or conditional costs will be liable for straight rejection.

e) The price components furnished by the bidder will be solely for the purpose of facilitating the evaluation of Bids by the Department of Urban Development, Government of Uttar

Pradesh and will not in any way limit the government's right to negotiate the contract on any of the terms offered.

f) Prices quoted by the bidder shall remain fixed during the entire contract period and no increase of rates including that on account of cost escalation will be allowed under any circumstances. No open-ended bid shall be entertained and the same is liable to rejection. However, in case of reduction of prices due to technological obsolescence/change of product model or such other similar reasons, the State Implementation Partner shall pass on the price benefit to the citizens. Nevertheless, it shall always be the duty of the State Implementation Partner to use the best and latest technology while performing its duties under the contract.

g) The price quoted must be exclusive of any and all taxes. GST, wherever applicable, will be paid extra. Applicable tax deductions (TDS) would be deducted at source, if any, as per prevailing rates.

3. Bidder Registration and Instructions

- i. The bidder should get registered at [https: eprocure.gov.in](https://eprocure.gov.in). Please refer to the website for details on this registration. The bidder will be responsible for submission of technical and financial bids along with support documents and credentials.
- ii. The bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
- iii. Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.
- iv. The response to this RFP document should be full and complete in all respects. If the bidder fails to furnish all information and evidences as required in this RFP or if the proposal submitted is not substantially responsive, may result in rejection of the bid. The bidder will be responsible for this risk in every respect
- v. Proposals of only those bidders, who satisfy the Conditions of Eligibility, stated in this RFP will be considered for further technical and commercial evaluation by the authority.
- vi. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the department or all such activities related to the bid process. The Department will in

no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

vii. All materials submitted by the bidder shall become the property of the Department and may be returned at the Department's sole discretion.

4. Duration of the Contract Period

- i. The Agreement will be for a period of five years at fixed price.
- ii. Renewal of the contract for next term of five years will be the sole discretion of the Department.
- iii. In case of a renewal, prices will be revised 10% above the existing prices for another 5 years.

5. Pre-Bid Meeting

- i. The Department will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information necessary for them to submit their bid.
- ii. All enquiries from the bidders relating to this bid document must be submitted to the designated contact person, via email. The queries should necessarily be submitted in the format as provided in Annexure -14
- iii. Queries submitted post the above-mentioned dead-line or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications /corrigendum) shall be made available on the: website (<http://eprocure.gov.in>)

6. Conflict of interest

- i. The Department requires that bidders at all times to hold the government's interest paramount, strictly avoid conflicts with other assignment (s)/ job (s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment (s) from the Department. Without limitation on the generality of the foregoing, the bidders and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:
 - Conflicting assignment / job: The bidder (including their personnel) or any of its affiliates shall not be hired for any assignment/job that, by its nature, may be in conflict with the Department's project.

- **Conflicting relationships:** The bidder (including their personnel) that have a business or family relationship with a member of the Department's staff who is directly or indirectly involved in any part of implementation of the proposed solution may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to the Department throughout the selection process and the execution of the contract.
- **Hiring of Employees:** During the term of agreement, bidder will not appoint any staff of the department either as an employee or a consultant. The same would apply to the Department as well.

The bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interests of the government, or that may reasonably be perceived as having this effect. If the bidder fails to disclose such conflicts of interest and if the Department comes to know about any such situation at any time, then the Department reserves the right to disqualify the bidder during the bidding process or to terminate their contract during execution of the assignment.

7. Amendment of RFP Document

- i. At any time before the deadline for submission of bids, the department, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by an amendment. All the amendments made in the document would be informed to all the participating agencies through mail.
- ii. The bidders are advised to visit the website (<http://eprocure.gov.in>) on regular basis for checking necessary updates. The department also reserves the rights to amend the dates mentioned in this RFP for bid process.
- iii. Any modification to the RFP document shall be prepared by the Department as an addendum. The addendum will be hosted on **eprocure.gov.in**. Prospective bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this tender. All such supplements shall be part of the RFP and the bidders shall submit their bids on that basis.

8. Right to reject any proposal

- i. Notwithstanding anything contained in this RFP, the Department reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

- ii. The Department reserves the right to reject any Proposal if,
 - a) At any time, a material misrepresentation is made or discovered, or
 - b) The bidder does not provide, within the time specified by the Department, the supplemental information sought by the Department for evaluation of the Proposal
 - c) Any act or omission of the bidder results in violation of or noncompliance with this RFP document or any Applicable Laws
- iii. Misrepresentation /improper response by the bidder may result in their disqualification. If such disqualification /rejection occurs after the proposals have been opened and the highest-ranking bidder gets disqualified /rejected, then the Department reserves the right to consider the next best bidder or take any other measure as may be deemed fit in the sole discretion of the Department, including annulment of the Selection Process.
- iv. The Department reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP document.
- v. The bidder will have to make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Department shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Department there under.

9. Ernest Money Deposit (EMD)

The State Implementation Partner must make a payment of INR 50,00,000 (Rupees Fifty lakhs only) as the Ernest Money Deposit (EMD) at the time of bidding) **through NEFT in the bank account mentioned below:-**

- **Bank Name: Axis bank Ltd**
 - **Branch Name: Aliganj, Lucknow**
 - **Account Name: Regional centre for Urban & Environmental Studies Lucknow**
 - **Account No.: 914010033522336**
 - **IFSC: UTIB0001692**
- i. In case bid is submitted without EMD as mentioned above, then the Department reserves the right to reject the bid without any further correspondence or providing any opportunity of justification by the bidder.
 - ii. EMD of the bidders who are not selected in the process will be discharged/ returned as promptly as possible, but **not later than 30 days after bidding.**
 - iii. The decision of the Department regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

iv. The EMD may be forfeited:

- a) If a bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
- b) If a bidder makes any statement or encloses any form or document which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and /or conceals or suppresses any material information; or
- c) In the case of a successful bidder, if the selected bidder fails to sign the Contract/Agreement or to furnish Performance Bank Guarantee security and other guarantee(s)/security in the form and manner to the satisfaction of Department of Urban Development, Government of Uttar Pradesh, as mentioned in the Bid Documents within specified time; or
- d) During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization; or
- e) In the event of any evasion, avoidance, refusal or delay on the part of the bidder to sign and execute any document, as may be required by Department of Urban Development, Government of Uttar Pradesh

Any decision in this regard by the Department of Urban Development, Government of Uttar Pradesh shall be final, conclusive and binding on the bidders.

10. Submissions of Bid

- i. Complete bidding process will be online (e-tendering). All the notification & detailed terms and conditions regarding this tender notice hereafter will be published on line on web site: <https://eprocure.gov.in>
- ii. Bidding documents can be seen and downloaded from the website <https://eprocure.gov.in>.
- iii. The bid can be submitted in electronic format on the website within the deadline as specified in the tender. Technical bids will be opened online on website: <https://eprocure.gov.in>.
- iv. The bidder should upload the bidder's information details as per Annexure -16 of this RFP, bid covering letter as per Annexure - 1 of this RFP, Eligibility Criteria, Technical and financial bids and other support information as scanned copies in pdf format as mentioned in this RFP.

- v. The bidder may be requested to provide originals for the scanned copies of documents uploaded for bidding process, for verification during Technical bids opening.
- vi. Time and date of opening of financial bids will be informed by email to technically qualified bidders.
- vii. The bidders should have valid class II / III Digital Signature Certificate (DSC) obtained from any certifying Authorities. The authorized representative of the bidder shall digitally sign the original Technical Proposal and Financial Bid. Further, all the pages need to bear the official seal and signature of the authorized representative. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

11. Termination of Contract

- i. The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by the Department. The bidder's participation in this process may result in the Department selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Department to execute a contract or to continue negotiations. The Department may terminate negotiations at any time without assigning any reason.

12. Withdrawal of Bids

- i. A bidder intending to withdraw its bid shall notify the Department by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids.
- ii. The notice of withdrawal shall:
 - a. Be addressed to the Department at the address named in the bid Data Sheet
 - b. Bear the Contract name, the <Title> and < bid No.>, and the words "Bid Withdrawal Notice."
- iii. Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.



- iv. Proposal that is withdrawn shall be returned unopened to the bidder.
- v. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the bidder's EMD.
- vi. The bidder should ensure that bid withdrawal notice is acknowledged by the Department's authorized person.

13. Bid Currencies

Prices shall be quoted in Indian National Rupee (INR).

14. Period of Validity of Bids

Bids shall remain valid for **120 (One hundred twenty)** days after the date of Bid opening prescribed by Department of Urban Development, Government of Uttar Pradesh. Department of Urban Development, Government of Uttar Pradesh reserves the rights to reject a Bid, valid for a period shorter than 120 days as non-responsive, without any correspondence. Any decision in this regard by Department of Urban Development, Government of Uttar Pradesh shall be final, conclusive and binding on the SIPs.

Extension of Period of Validity: In exceptional circumstances, Department of Urban Development, Government of Uttar Pradesh may solicit the bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder may refuse the request without forfeiting the Bid Security. A bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by Department of Urban Development, Government of Uttar Pradesh shall be final, conclusive and binding on the bidders.

15. Format and Signing of Bid

The bidder shall prepare one Technical Bid, clearly marking "Technical Bid". Similarly, the bidder shall prepare one Financial Bid, clearly marking "Financial Bid". The softcopy would need to be uploaded at <http://eprocure.gov.in> as per instructions mentioned in the site.

The Bids shall be electronically prepared and shall be signed by a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization (in original) shall be supported by a written power-of-attorney accompanying the Bid. The person or persons signing the Bid shall put her/his initials on all pages of the bid along with the company seal, except for the un-amended printed literature.

The deficiency in documentation may result in the outright rejection of the Bid and Department of Urban Development, Government of Uttar Pradesh shall not be liable for the

same in any manner whatsoever. Any decision in this regard by Department of Urban Development, Government of Uttar Pradesh shall be final, conclusive and binding on the bidders.

16. Contents and Formats of Financial Bid with Concealed Price

The entire Bid format appended as Annexure 23 is to be filled up in its entirety and uploaded in the portal as one single Financial Bid response.

17. Revelation of Prices

Rate/Price in any form or for any reason should not be revealed before opening the Financial Bid, failing which the offer / bid shall be liable to be summarily rejected.

18. Rejection of Bids

The Bid must be submitted in the form of a printed document only. The Bids submitted by telex, fax or email shall not be entertained. Any condition put forth by the bidder which are non-conforming to the Bid requirements, shall not be entertained at all and such Bid shall be rejected. Any decision in this regard by Department of Urban Development, Government of Uttar Pradesh shall be final, conclusive and binding on the bidders.

19. Deadline for Submission of Bids

Last date for Submission:

The last date for bid submission will be 15th January, 2019.

The Bids (both Technical and Financial) must be received online by Department of Urban Development, Government of Uttar Pradesh, not later than the date specified in the Schedule of Events. In the event of the specified date for the submission of Bids being declared a holiday for Department of Urban Development, Government of Uttar Pradesh, the Bids will be received up to the appointed time on the next working day.

Extension for Last date for Submission:

Department of Urban Development, Government of Uttar Pradesh may, at its own discretion, extend the period for submission of Bids by amending the Bid documents/RFP, in which case all rights and obligations of Department of Urban Development, Government of Uttar Pradesh and bidders shall stand extended. However, no request for extension of time from the bidders shall be binding upon the Department of Urban Development, Government of Uttar Pradesh.

20. Late Bids

Late response to Bids will not be entertained and will be summarily rejected.

21. Opening of Bids

Department of Urban Development, Government of Uttar Pradesh will electronically open all Bids containing the Technical and Financial response, in the presence of bidders or their representatives who choose to attend the Technical Bid opening at the Department's office as detailed in this RFP document. Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for Department of Urban Development, Government of Uttar Pradesh, the Bids shall be opened at the appointed time and location on the next working day. This will, however, be notified in the State Portal.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

22. Clarification of Bids

During evaluation of Bids, Department of Urban Development, Government of Uttar Pradesh may, at its discretion, when deemed necessary, ask the bidder for a clarification of its Bid response. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the date as may be specified by the Department of Urban Development, Government of Uttar Pradesh, the Department reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

23. Rejection / Acceptance of Bid

Department of Urban Development, Government of Uttar Pradesh reserves the right to accept any Bid and to annul or abandon the Bid process and / or reject in part or full any or all the Bids at any time prior to award of contract /Bid, without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected bidders or any obligation to inform the affected bidders of the grounds for the Department of Urban Development, Government of Uttar Pradesh's action. Any action / decision of Department of Urban Development, Government of Uttar Pradesh in this regard shall be final, conclusive and binding on the bidders.

24. Cancellation of Bid

Department of Urban Development, Government of Uttar Pradesh reserves the right to cancel, annul or abandon the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected bidders or any obligation to inform the affected bidders of the grounds for the Department of Urban Development, Government of Uttar Pradesh's action. Department of

Urban Development, Government of Uttar Pradesh shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. Any action / decision of Department of Urban Development, Government of Uttar Pradesh in this regard shall be final, conclusive and binding on the bidders. Department of Urban Development, Government of Uttar Pradesh further reserves the right to re-issue /re-commence the bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Department of Urban Development, Government of Uttar Pradesh in this regard shall be final, conclusive and binding on the bidders.

Section VI: Evaluation and Comparison of Bids

1. Preliminary checks:

- i. The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any bidder. The bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.
- ii. The Bids will be examined by the Department of Urban Development, Government of Uttar Pradesh to determine whether they are complete in all respects. A Bid determined as not substantially responsive will be rejected. The Department of Urban Development, Government of Uttar Pradesh may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iii. After preliminary examinations and / or opening of the Technical Bids, some or all bidders may be asked to make presentation /demo of the solution/services offered by them.
- iv. The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation of the bidder's proposal will be done. In the second stage, the commercials of implementation would be evaluated.
- v. Each bidder acknowledges and accepts that Department of Urban Development, Government of Uttar Pradesh may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of the prospective SIP , not limited to those selection criteria set out in this RFP document

The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP viz:

- i. Bidder's proposal should conform to the contents and format of the technical bid listed out in the RFP

- ii. Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.

2. Evaluation Methodology

Following methodology shall be followed for three stage bid evaluation: -

Pre-Qualification

All the eligibility criteria required under Pre-Qualification are mandatory and bidder who fulfil 100% criteria shall only be considered as “qualified” for next stage of evaluations.

Technical Evaluation

- i. Technical Bids of only those bidders shall be opened who have been declared as “qualified” at Pre-Qualification stage.
- ii. Technical evaluation shall be carried out and marks shall be allocated based on the technical bid parameters and the data/documents provided by the Bidders in support of their claims.
- iii. The cut-off marks to qualify the Technical stage and getting short-listed for commercial evaluation is **70 Marks**. Bidders scoring less than 70 marks shall not be eligible for evaluation of their financial bid.
- iv. Marks obtained by each bidder shall be considered their Technical Scores i.e. TS.
- v. The Evaluation Committee shall have the right to verify the data submitted by the Bidder.

Sl. No.	Category	Criteria	Max Score
1.	Bidder's Strength Bidders should have average consolidated turnover of a minimum of INR. 200 Crores in any form of Citizen Services in last three years 2014-15, 2015-16 & 2016-17.	<ul style="list-style-type: none"> • Avg Turnover for 3 years INR 200–INR 250 Crore = (5 Marks) • More than INR 250 Crore = (10 Marks) 	10
	Average Net Worth of the Bidder should be more than INR 50 Crore in last three years 2014-15, 2015-16 & 2016-17.	<ul style="list-style-type: none"> • Avg net worth for last 3 years between INR 50-75 Crore = (5 Marks) • More than INR 75 Crore = (10 Marks) 	10
2.	Past experience a. Should have handled minimum 4 multi-location (minimum 8 locations) projects in last five years, in the area of across the counter application centres for citizen services delivery projects in India or abroad for any Government, Public Sector	<ul style="list-style-type: none"> • > 4 citation = 10 marks • Up to 4 citation = 5 marks 	10

	<p>Undertaking or reputed private client. Each project must have following as part of scope of work: -</p> <ul style="list-style-type: none"> • Deployment of IT & non-IT infrastructure • Deployment of manpower for counter operations 		
	<p>b. The bidder must have processed at least 50 lakhs, across the counter Citizen Services applications for clients in India or abroad in last 5 years as on bid submission date.</p>	<ul style="list-style-type: none"> • > 75 lakhs Transaction = 10 Marks • More than 50 lakhs to 75 lakhs = 5 Marks 	10
3.	Understanding of Work Requirement and Project Approach till Roll-Out	As per RFP response document	15
4.	Any one site visit by the Evaluation Committee and Project Related Interaction with the Proposed Personnel to be deployed		20
5.	<p>Presentation on Project including but not limited to-</p> <ul style="list-style-type: none"> ✓ Overall Approach and Implementation Methodology, <ul style="list-style-type: none"> a. Project plan with timelines, b. Proposed project team Structure ✓ Technology to be used for implementing the proposed solution ✓ Explanation of the cost involved <p>Note: The Presentation Team should comprise of:</p> <ul style="list-style-type: none"> i. 1 Member from the Project Management Team ii. 1 Member from the IT Team iii. 1 Member from the HR Team iv. 1 Member from the Finance Team and v. 1 Member from the Senior Management of the Company to endorse the entire content of the presentation and intervene as and when required. <p>Note: The Time Allocated for each participant is 45 minutes.</p>	<p>As per the presentation made before the Evaluation Committee</p> <p>Note: The Presentation should be exactly in the order stated. The Company Profile will be evaluated prior to the presentation</p>	25
	Total Marks Allocated		100

Financial Evaluation

The Urban Development Department, Government of Uttar Pradesh will internally estimate a base price. Prices quoted by the Respondents will be evaluated vis-à-vis the base to check the feasibility and practicability of the Quotes.

Respondents to fill up the excel sheet (Annexure 23) attached with this RFP.

- i. The financial bid of only the short-listed Bidders shall be opened. The lowest evaluated financial bid (L) will be given the maximum financial score (FS) of 100 points.
- ii. The financial scores (FS) of the other Financial Proposals will be computed as per the formula – $FS = 100 \times L / F$.
(Here FS is the financial score, L is the lowest financial quote and F is the weighted average financial bid of the bidder under evaluation as per financial bid submitted by the bidder.)

QCBS Evaluation for Final Composite Score (FCS)

- i. The Bids will be finally evaluated on a Quality and Cost Based Selection (QCBS) basis. The proposals will be ranked according to their combined final score (CFS) clubbing technical scores (TS) and financial scores (FS) using the Techno: Commercial weight in the ratio of 70:30 (weight given to the Technical Proposal = 70% and the weight given to the Financial Proposal = 30%;) using the formula:
 $FCS = \{TS \times 70\% + FS \times 30\% \}$
- ii. The bidder achieving the highest Final Composite Score (FCS) will get the highest rank and, followed by others.
- iii. Bidder obtaining the highest rank by obtaining highest Final Composite Score (FCS) will be declared as “successful STATE IMPLEMENTATION PARTNER” and will be invited to sign a Contract Agreement subsequent to the signing of the LOI.

Note:

- A. The Right to disqualify a proposal rests with Department of Urban Development, Government of Uttar Pradesh
- B. In the event the Composite Bid Scores are tied, the Bidder securing the highest Technical Score will be adjudicated as the most responsive Bidder for award of the Project.

Financial Bid evaluation shall be considered as below in case of any kind of discrepancy:

- If there is a discrepancy between words and figures, the amount in words , without any spelling or other error, shall prevail.
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- If there is discrepancy between unit price and total price, the unit price shall prevail.
- If there is a discrepancy in the total, the correct total shall be arrived at by the Tender Committee for evaluation of the bid.

In case the tenderer does not accept the correction of the errors as stated above, the bid shall be rejected forfeiting the EMD. The Department shall not incur any liability to the affected tenderer on account of such rejection.

At the sole discretion and determination of the Department, it may add any other relevant criteria for evaluating the proposals received in response to this RFP.

The Department may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

All liability related to non-compliance of this Minimum Wages Requirement and any other law will be responsibility of the State Implementation Partner.

The final decision on the SIP will be taken by Department of Urban Development, Uttar Pradesh. The implementation of the project will commence upon successful negotiation of a contract between the Department and the selected tenderer based on the Techno – Commercial evaluation.

Errors, if any, in the price breakup format will be rectified as under:

- (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected. If the tenderer does not accept the correction of errors, the bid will be rejected.
- (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.

- (c) If the tenderer has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) The tenderer should quote for all the items/services desired in this RFP.
- (e) In case, prices are not quoted by any tenderer for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other bidders participating in the bidding process will be reckoned as the notional price for that service, for that bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other tenderer (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the bidders. However, the Department reserves the right to reject all such incomplete bids.

3. Clarification on RFP and Pre-bid Meeting

A prospective bidder requiring any clarification on this RFP may notify Department of Urban Development, Government of Uttar Pradesh in writing via E-mail as per contact details mentioned at the schedule of events in this document.

Department of Urban Development, Government of Uttar Pradesh shall respond in writing vide E-Mail to any request for clarification on the bidding documents, from the prospective bidders, which it receives not later than the date specified in Schedule of Activity or respond in public at the time of Pre-bid Meeting. Any queries remaining to be answered by the Department should be raised at the Pre-bid Meeting by the bidders. The department shall not be responsible for any external delays in above communication. No clarification may be sought post the Pre-bid meeting.

4. Signing of Contract

Signing of the Contract shall follow the notification of the acceptance. However, Department of Urban Development, Government of Uttar Pradesh may negotiate certain terms with successful bidder before signing of the Contract. The selected bidder should sign the Contract Form, the signing of Contract will amount to award of contract and SIP will initiate the execution of the work as specified in the Contract.

The signing of contract shall be completed within 7 days of receipt of notification of the acceptance of bid.

5. Discharge of Bid Security (EMD)

Upon the successful bidder signing the Contract/Agreement, Department of Urban Development, Government of Uttar Pradesh shall advise the selected bidder to provide performance guarantee as to the satisfaction of Department of Urban Development, Government of Uttar Pradesh. EMD of successful bidder shall be discharged on the successful bidder signing the Contract/Agreement and upon furnishing the Performance Security. The Bid Security to unsuccessful bidders shall be discharged after the Bid validity period. The Bid security / EMD shall not bear any interest.

6. Performance Security

- i. Within 7 days of the receipt of acceptance of Bid by Department of Urban Development, Government of Uttar Pradesh, the successful bidder shall furnish the Performance Bank Guarantee as per the format provided herein. The Performance Bank Guarantee furnished by the selected bidder shall be unconditional and irrevocable.
- ii. The value of the Performance Bank Guarantee will be INR 50,00,000 (Rupees Fifty Lakhs only).
 - a. The Performance Security / Performance Bank Guarantee shall be denominated in Indian National Rupees [INR] and shall be in the form of a bank guarantee issued by a scheduled commercial bank.
- iii. The proceeds of the Performance Security shall be payable to “ The Director, Urban Local Bodies, Department of Urban Development, Government of Uttar Pradesh” as compensation, inter-alia, for any loss or damage resulting from the selected bidder’s failure to complete its obligations under and in accordance with the Contract.
- iv. The Performance Bank Guarantee should be valid till 5 years from the Commissioning of System or date mentioned in the Acceptance Certificate whichever is later, with 90 (ninety) days claim period from the date of the expiry of the validity period.
- v. Failure of the successful bidder to comply with the requirement of the Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event Department of Urban Development, Government of Uttar Pradesh, at its sole discretion, may award the Contract to the next best evaluated bidder or call for new Bids. Any decision in this regard by Department of Urban Development, Government of Uttar Pradesh shall be final, conclusive and binding on the bidders.

- vi. The Performance Security will be discharged by Department of Urban Development, Government of Uttar Pradesh and returned to the selected bidder after 90 (ninety) days from the expiry of 5 years from the Commissioning of System.

7. Expenses for the Contract

All costs and expenses in connection with or incidental to the execution of Agreement / Contract shall be borne by the successful bidder.

8. Failure to abide by the Contract

The conditions stipulated in the Agreement/Contract shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of Department of Urban Development, Government of Uttar Pradesh including recovery of penalties as specified in this RFP or Agreement / Contract.

9. Annulment of Award

Failure of the successful bidder to comply with the requirements of this RFP shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security, in which event Department of Urban Development, Government of Uttar Pradesh may at its sole discretion, make the award to the next best evaluated bidder or call for new Bids.

10. Service Level definition and measurement

Timeline and Penalty for delay in project implementation:

- i. The Project should go-live as per the schedule from date of placement of order and the selected bidder should give an undertaking of Centre 'go-live'. Penalty will be applicable for late delivery of the customized software. 1% of the total cost will be deducted as penalty per week for failure to achieve the milestones as mutually agreed upon; maximum penalty would be 5% of the bid amount. No penalty will be applicable in case of delays caused by anybody other than the Contract Awardee, including natural calamities or conditions not under control of the Awardee Company or even the Department or other departments/agencies of the Government. The Department reserve the right to cancel order at any time if the product is not delivered as per scheduled delivery date and claim 5% bid amount as penalty.
- ii. However, notwithstanding the schedule, the Department reserves the right to cancel the bid at any given point of time, if the selected bidder fails to meet any of the milestones. In the event of cancellation of order, will claim entire amount paid to the selected bidder with simple interest @18% per annum along with additional 5% as penalty charge.

11. Indemnity

- i. The successful bidder shall indemnify, protect and save the Department against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect to managing CFC and doorstep payment and collection services rendered by the selected bidder.
- ii. Selected bidder shall agree to be responsible for managing the activities of its personnel or the personnel of its outsourced partner (if any) and shall be accountable for the entire project deliverable.
- iii. Selected bidder shall agrees to hold the Department, its employees, agents, representatives and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the government through the action of its employees, agents, outsourced partners, contractors OEM Personnel etc.
- iv. Selected bidder shall not disclose any citizen information (email id, phone number, address, property id etc.)

12. Service Level Agreements and Penalties

Service Level Agreements (SLA)

- i. The Department expects that the selected bidder shall be bound by the service levels described in this document for providing services and support wherever applicable. Penalty levied for non- performance as per SLA requirements shall be deducted through subsequent payments due from the department.
- ii. The SLA parameters listed below are indicative and actual parameters will be agreed upon with the selected bidder who shall be performing the contract.
 - The selected bidder will be responsible for Data Centre and Disaster Recovery Centre regarding m-POS solution and appointment scheduling application on a 24x7 basis.
 - The inability of the selected bidder to provide the requirements as per the scope or to meet the deadlines as specified would be treated as breach of contract and invokes the Penalty Clause.

13. Confidentiality

- i. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.

14. Contract termination

- i. Termination for insolvency: The Department may at any time terminate the contract by giving 30 days written notice to the selected bidder if the later becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected bidder, 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.
- ii. The Department reserves the right to terminate the contract at any time if the work of the selected bidder is found to be at default /unsatisfactory as per the service level agreements. The Department may take any action as deem fit against the selected bidder and the selected bidder shall have no claim for the loss if it happens to him due to such action.
- iii. Default is said to have occurred:
 - a. If the selected bidder fails to deliver any or all contracted services as per service standards specified in the Contract.
 - b. If the selected bidder fails to perform any other obligation(s) under the Contract
 - c. If the selected bidder in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. If the selected bidder, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice, the Department may terminate the contract / work order in whole or in part.
- iv. In situation of insolvency of the selected bidder, the Department shall recover the due funds from the selected bidder for all citizen payments as per the defined timelines.

15. Arbitration

Subject to Uttar Pradesh Jurisdictions only, the arbitrator will be mutually selected and his decision will be binding on both the parties.

16. Compliance with labour laws

- a) The selected bidder should comply with the provisions of all the labour laws including Minimum Wages Act, 1948, Employees State Insurance Act, 1948, Employee Provident Fund Act and all other applicable labour laws. If the selected bidder employees more than 50 workmen; then it will be necessary to pay 5% of the Basic and special allowance as House rent allowance. The selected bidder should maintain all the registers under the Labour laws.
- b) If any liability arises out of any of the labour law, the selected bidder will take the said responsibility.
- c) The selected bidder should give a special appointment letter to each worker engaged by him saying that he is appointed for the contract given by the Department of Urban Development which is for a specific period and that the appointment of the said workers is from a particular date to particular date.
- d) On expiry of the period of appointment, his services shall stand automatically terminated. The signature of the concerned workman may be obtained on the office copy of the appointment letter and Xerox copy of the office copy of the appointment letter may be given to the Department.
- e) The personnel to be deployed must be paid salaries by the SIP as per the provision of the Minimum Wages Act and any other applicable Acts. Also, all payment made to the personnel should be mandatorily through banking channels only. No cash payment to the personnel should be made under any circumstances. Statutory charges like EPF and ESIC as applicable are to be paid to the personnel by the Department and to be included in above rates only. No additional payment shall be made by the Department in this regard.

17. Resolution of Disputes

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the Contract/Agreement in the following manner:

- a) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) The matter will be referred for negotiation between the Department and the selected bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.

The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations.

Arbitration shall be held at Lucknow, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Parties to the dispute shall appoint an arbitrator with mutual consent. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Lucknow alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The selected bidder shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Service(s) in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

The provision under this section survives the Contract/Agreement.

‘No Claim’ Certificate:

The selected bidder shall not be entitled to make any claim, whatsoever, against the Department, under or by virtue of or arising out of, the Contract/Agreement, nor shall Department entertain or consider any such claim, if made by the selected bidder after he has signed a ‘No Claim’ Certificate in favour of the Department in such forms as shall be required by the department after the works/Service(s) are finally accepted.

Survival:

a) Any provision of the Contract/Agreement which, either expressly or by implication, survive the termination or expiration of the Contract/Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, nondisclosure in the same manner as if the present Contract/Agreement is valid and in force and effect.

b) The provisions of the clauses of the Contract/Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless the Department, notifies the selected bidder of its release from those obligations.

No agency:

The Service(s) of the selected bidder herein shall not be construed as any agency of the Department, and there shall be no Principal - Agency relationship between the department and the selected bidder in this regard.

No Set-off, counter-claim and cross claims:

In case the selected bidder has any other business relationship with the Department, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract/Agreement to the selected bidder for any payments receivable under and in accordance with that business.

18. Statutory Requirements

During the tenure of the Contract/Agreement nothing shall be done by the selected bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep the Department, its directors, officers, employees, representatives, agents and consultants indemnified in this regard. The selected bidder shall procure any further approvals, consents as may be deemed necessary due to change in the applicable law or regulatory framework or any other reason.

19. The Department's Right of Periodic Audit

a) The Department reserves the right to inspect and monitor/assess the progress of the Services at any time during the course of the Contract/Agreement. The Department may demand and upon such demand being made, it shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the Service(s).

b) The Department shall also have the right to conduct, either itself or through another Department / Agency as it may deem fit, an audit to monitor the performance by the selected bidder of its obligations/functions in accordance with the standards committed to or required by the Department and the selected bidder undertakes to cooperate with and provide to the Department or any other Department / Agency appointed by all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the selected bidder failing which the Department may, without prejudice to any other rights that it may have, issue a notice of default.

c) It is expressly agreed that nothing stated herein above shall in any way release or discharge the selected bidder from any warranty or other obligations / liabilities under and in accordance with the Contract/Agreement.

20. Contract Prices

a) The quoted prices shall be exclusive of all applicable taxes, duties. There will be no price escalation during the contract period.

b) Prices should be furnished item-wise with break-up of unit costs as per Indicative Financial Bid. The selected bidder will pass on to the Department, the benefit of discounts if any announced during the period of rate contract in respect of the cost of the items for which orders have been placed during that period.

c) Save and except as otherwise provided herein, prices quoted by the selected bidder shall remain fixed during the selected bidder's performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

d) Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

e) The prices for the goods and services that the selected bidder will supply shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.

f) Any bid received, which is not in line with these conditions will be summarily rejected. Any financial bid, which is conditional and/or qualified or subjected to suggestions or attaching any addendum / annexure, will also, be summarily rejected.

21. Information Security

a) The selected bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of the Department's premises without written permission from the Department.

b) The selected bidder personnel shall follow the Department's information security policy and instructions in this behalf.

c) The selected bidder acknowledges that the Department's business data and other proprietary information or materials, whether developed by the Department, or being used by the Department, pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the Department; and the SIP agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by selected bidder to protect its own proprietary information. Selected bidder recognizes that the goodwill of the Department depends, among other things, upon selected bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by selected bidder could damage the Department. By reason of selected bidder's duties and obligations hereunder, selected bidder may come into possession of such proprietary information, even though the selected bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and

shall limit access thereto to employees with a need to such access to perform the Services required by the Contract/Agreement. Selected bidder shall use such information only for the purpose of performing the Service(s).

d) Selected bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by the Department, whichever is earliest, return any and all information provided to selected bidder by the Department, including any copies or reproductions, both hardcopy and electronic copy.

22. Ownership and Retention of Documents

a) The Department shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract/Agreement.

b) Forthwith upon expiry or earlier termination of the Contract/Agreement and at any other time on demand by the Department the selected bidder shall deliver to the Department all documents provided by or originating from the Department and all documents produced by or from or for the selected bidder in the course of performing the Service(s), unless otherwise directed in writing by the Department at no additional cost. The selected bidder shall not, without the prior written consent of the Department, store, copy, distribute or retain any such Documents.

23. Data Ownership

By virtue of the Contract/Agreement, the selected bidder's team may have access to personal and business information of the Department and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Department have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the selected bidder or selected bidder's team in the course of performing the Service(s) under the Contract/Agreement.

24. Representations and Warranties

In order to induce the Department to enter into the Contract/Agreement, the selected bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination thereof, the following:

- i. That the selected bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract/Agreement and provide the Service(s)/Systems sought by the Department.

- ii. That the selected bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract/Agreement.
 - iii. That the representations made by the selected bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract/Agreement and the Bid Documents and unless the Department, in writing specifies to the contrary, the selected bidder shall be bound by all the terms of the bid.
 - iv. That the selected bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract/Agreement.
 - v. That the selected bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract/Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
 - vi. That the selected bidder shall use such assets of the Department as may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The selected bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
 - vii. That the selected bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Department, officers, employees, representatives, consultants and agents indemnified in relation thereto.
 - viii. That all the representations and warranties as have been made by the selected bidder with respect to its bid and Contract / Agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
 - ix. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
 - x. That there are – (a) no legal proceedings pending or threatened against selected bidder or its team which adversely affect/may affect performance under this Contract/Agreement; and (b) no inquiries or investigations have been threatened,
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commenced or pending against the selected bidder or its team members by any statutory or regulatory or investigative agencies.

- xi. That the selected bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract/Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract/Agreement.
- xii. That all conditions precedent under the Contract/Agreement has been complied.
- xiii. That neither the execution and delivery by the selected bidder of the Contract/Agreement nor the selected bidder's/ selected bidder's compliance with or performance of the terms and provisions of the Contract/Agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the selected bidder(ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the selected bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the selected bidder.
- xiv. That the selected bidder certifies that all registrations, recordings, filings and notarizations of the Contract/Agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the selected bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract/Agreement have been made.
- xv. That the selected bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Department which may directly or indirectly have a bearing on the Contract/Agreement or Service(s).
- xvi. That the selected bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the Service(s) and the selected bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the selected bidder or which the selected bidder is licensed to use, which are material in the context of the selected bidder's / selected bidder's business and operations are being infringed nor, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the selected bidder by any person. All Intellectual Property

Rights (owned by the selected bidder or which the selected bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Department, officers, employees, agents, representatives and consultants indemnified in relation thereto.

25. Confidentiality

a) The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

- a. To maintain and use the Confidential Information only for the purposes of the Contract/Agreement as permitted herein;
- b. to only make copies of only such documents/paper as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to such of their employees, agents, selected bidder strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause.
- d. to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt. In the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:

- I. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- II. is independently developed by the recipient without breach of the Contract/Agreement ;
- III. information in the public domain as a matter of law;
- IV. is received from a third party not subject to the obligation of confidentiality with respect to such information;

V. is released from confidentiality with the written consent of the other Party.

The recipient shall have the burden of proving that Clauses (I) or (II) above are applicable to the information in the possession of the recipient.

c) Notwithstanding the foregoing, the Parties acknowledge that the nature of the Service(s) to be performed under this Contract/Agreement may require the selected bidder's personnel to be present on premises of the Department / or may require the selected bidder's personnel to have access to computer networks and databases of the Department, while on or off premises of the Department. It is understood that it would be impractical for the Department, to monitor all information made available to the selected bidder under such circumstances and to provide notice to the selected bidder of the confidentiality of all such information. Therefore, the selected bidder agrees that any technical or business or other information of the Department of Urban Development, Government of Uttar Pradesh that the selected bidder/ selected bidder's personnel, or agents acquire while on the the Department's premises, or through access to the Department's / computer systems or databases while on or off the Department's premises, shall be deemed Confidential Information.

d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of the Contract/Agreement, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Department in respect of the Systems, Service(s), and Documents etc.

e) In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of the Contract/Agreement without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract/Agreement.

f) The provision of this clause shall survive termination of the Contract/Agreement till such Confidential Information enters public domain or as stated above.

26. Termination

a) The Department may, terminate the Contract/Agreement by giving the selected bidder a prior and written notice of 2 (Two) months indicating its intention to terminate the Contract/Agreement under the following circumstances:

- I. Where it comes to the Department's attention that the selected bidder (or the selected bidder's team) is in a position of actual conflict of interest with the interests of the Department in relation to any of terms of the selected bidder's bid or the Contract/Agreement.
- II. Where the selected bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the selected bidder, any failure by the selected bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the selected bidder or the happening of any such events that are adverse to the commercial viability of the selected bidder.
- III. In the event of the happening of any events of the above nature, the Department shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Partner, and to ensure business continuity.

b) Termination for Insolvency: the Department, may at any time terminate the Contract/Agreement by giving written notice of 2 months to the selected bidder, indicating its intention of termination the Contract/Agreement, without compensation to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

c) Termination for Default: the Department, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the selected bidder, may terminate the Contract/Agreement in whole or in part.

d) Termination for other than Default: Department of Urban Development, Government of Uttar Pradesh, without prejudice to any other right or remedy and without assigning any reason, may at its sole discretion, serve upon the selected bidder a written notice of 30 (thirty) days, indicating its intention to terminate the Contract/Agreement and may terminate the Contract/Agreement in whole or in part

27. Consequences of Termination

a) In the event of termination of the Contract/Agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract/Agreement or otherwise],the

Department, shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Partner to take-over the obligations of the erstwhile selected bidder in relation to the execution/continued execution of the scope of the Contract/Agreement.

b) In the event that the termination of the Contract/Agreement is due to the expiry of the term of the Contract/Agreement, a decision not to grant any (further) extension by the Department, the selected bidder herein shall be obliged to provide all such assistance to the next successor selected bidder or any other person as may be required and as the Department, may specify including training, where the successor(s) is a representative/personnel of the Department / to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

c) Where the termination of the Contract/Agreement is prior to its stipulated term on account of a default on the part of the selected bidder or due to the fact that the survival of the selected bidder as an independent corporate entity is threatened/has ceased, the Department, shall pay the selected bidder for that part of the Service(s) which have been authorized by the Department, and satisfactorily performed by the selected bidder up to the date of termination, without prejudice to any other rights, the Department may retain such amounts from the payment due and payable by the Department, to the selected bidder as may be required to offset any losses caused to the Department, as a result of any act/omissions of the selected bidder. In case of any loss or damage due to default on the part of the selected bidder in performing any of its obligations with regard to executing the Service(s) under the Contract/Agreement the selected bidder shall compensate the Department for any such loss, damages or other costs, incurred by the Department. Additionally, the selected bidder and other members of its team shall continue to perform all its obligations and responsibilities under the Contract/Agreement in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All the permitted third parties shall continue to perform all/any functions as stipulated by the Department, and as may be proper and necessary to execute the Service (s) under the Contract/Agreement in terms of the selected bidder's bid and the Contract/Agreement.

d) Nothing herein shall restrict the right of the Department, to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Department, under law or otherwise.

e) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract/Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

f) In the event of termination of this Contract/Agreement for any reason whatsoever, Department of Urban Development, Government of Uttar Pradesh shall have the right to publicize such termination to caution the customers/public from dealing with the selected bidder.

g) Termination survives the Contract/Agreement.

h) Conflict of interest: The SIP shall disclose to the Department, in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the selected bidder or the selected bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

i) Publicity: The selected bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract/Agreement unless the Department, first gives the selected bidder its prior written consent.

28. Relationship between the Parties

a) Nothing in the Contract/Agreement constitutes any fiduciary relationship between the Department and the selected bidder or any relationship of employer - employee, principal and agent, or partnership, between the Department and the selected bidder.

b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract/Agreement.

c) the Department has no obligations to the selected bidder except as agreed under the terms of the Contract/Agreement.

29. No Assignment

The Contract/Agreement cannot be transferred or assigned by the selected bidder without the prior written approval of the Department.

30. Entire Contract

The terms and conditions laid down in the Bid Document and all annexure thereto shall be read in consonance with and form an integral part of the Contract/Agreement. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

31. Governing Law

The Contract/Agreement shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Contract/Agreement.

32. Legal Jurisdiction

The courts of India at Lucknow have exclusive jurisdiction to determine any proceeding in relation to the Contract/Agreement. These provisions shall survive the Contract/Agreement.

33. Suspension of Payment to the SIP

The department may by a written notice of suspension, suspend all payments to the selected bidder under the Contract/Agreement, if the selected bidder fails to perform any of its obligations under the Contract/Agreement, (including the carrying out of the service(s)) provided that such notice of suspension:

- i. Shall specify the nature of the failure and
- ii. Shall request the selected bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

Time Limit for the Commencement of Work:

Time limit for commencement of work shall be eight (8) week from the date of signing of Agreement/Contract.

34. Selected Bidder's Integrity

The selected bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

35. Bid Evaluation Process

- i. The selected bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by the Department for the entire period of the contract. The selected bidder's Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.
- ii. The Department shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and financial bids received. The BEC will examine the Bids to determine whether they are complete and whether the Bid format confirms to the Bid Document requirements. The Department may waive any informality or nonconformity in a Bid which does not constitute a material deviation according to BEC.
- iii. There should be no mention of bid prices in any part of the Bid other than the Financial Bids, else it shall result in disqualification of the bid.

36. Opening of Technical Bid

The department shall open the Technical Proposals from their portal. The technical proposal for all bidders will be stored digitally in the portal.

37. Evaluation of Technical Bids

- i. The Technical Bids of only those bidders who qualify in the Eligibility criteria stage, shall be considered and will be evaluated as per the technical evaluation criteria.
- ii. The BEC may invite each bidder to make a presentation as part of the technical evaluation/site-visits/demos.
- iii. The technical evaluation shall be carried out on the basis of the criteria specified in table below:

Sr.#	Category	Criteria	Max score
I	Compliance with functional requirements as mentioned in the RFP Scope	Bidder's response to functional Requirements as per RFP Scope and the extent of compliance proposed to those requirements	15
II	Compliance with technical requirements as mentioned in the RFP Scope	Bidder's response to technical Requirements as per RFP Scope and the extent of compliance proposed to those requirements	15
III	Past experience of the Bidder relevant to the requirements here i.e. Client citation. (Refer Annexure - 5 of this RFP)	a) >5 citation (20 marks) b) 2-5 citation (10 marks) c) less than 2 (0 marks)	20
IV	Presentation on Project including but not limited to- Overall Approach and Implementation Methodology, Detailed project plan with timelines, Testing Methodology, Go-Live approach and Strategy, applications and technology to be used for implementing the proposed solution	As per evaluation by BEC	40
V	Experience of Bidder's resources (Refer RFP Annexure - 11)	Technology Provider a) Project Manager with 10 years of experience or more (10 Marks) b) Project Manager with 5 – 9 years of experience (5 Marks)	10
	Total		100

Table 5: Technical evaluation criteria

- iv. Overall the formula which will be used for arriving at the T1 rates from among the various bids would be as here under:

$X =$ sum of Bidder's marks in each of the individual five components mentioned in table above.

- v. The Bidder for which X is greater or equal to 70% will be technically qualified and will be eligible for commercial evaluation.
- vi. The BEC may require written clarifications from the bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.
- vii. BEC decisions on markings will be final and will be binding on all the bidders. No communication/explanation regarding marks will be entertained.
- viii. The technical bid should contain the following documents, at a minimum:
 - a. Responses to eligibility criteria
 - b. Response to Functional specifications
 - c. Response to Technical specifications
 - d. Overall approach to the implementation process and detailed project plan along with timelines proposed by the bidder
 - e. Technology and functional architecture proposed by the bidder
 - f. Name and description of all third party products that the bidder will be deploying
 - g. Human resource details (e.g. number of outsourced/in-house human resource etc.)

38. Opening and evaluation of Financial Bid

- i. The Financial Bids shall not be opened by the Department until the evaluation of the Technical Proposals has been completed.
- ii. Minimum technical qualification criteria is 70% of the technical scoring as mentioned Table-5 above.
- iii. The department will open the Financial Bids of only Technically Qualified bidders Commercial proposals shall be opened online and will be made available on the website: eprocure.gov.in.
- iv. The Financial Bids will be evaluated for completeness and accuracy.
- v. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

39. Evaluation of Financial Bids

The bidders will have to provide the financial bid as per the format in Annexure 23 of this RFP.

- ✓ The Department will calculate a base price quote which will guide comparative evaluations from the bidders. Prices seemingly untenable is likely to be asked for explanation from the bidder's quoting such rates.
- ✓ Price Quotes will be opened on the assigned date and evaluations done on the basis of QCBS.

40. Award and Signing of Contract

- i. Prior to the expiration of the period of proposal validity, the successful bidder will be notified in writing or email that its proposal has been accepted.
- ii. The Department shall facilitate signing of the contract within the period of 15 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Work-Order. All reference timelines as regards the execution of the project and the payments to the selected bidder shall be considered as beginning from the date of issuance of the Work Order.
- iii. At the time the Department notifies the successful bidder that its bid has been accepted, the Department will send the selected bidder the Pro forma for Contract, incorporating all clauses/agreements between the parties.

Within 15 days of receipt of the Contract, the selected bidder shall sign and put date on the Contract and return it to the Department.

41. Performance Bank Guarantee

- i. The selected bidder shall at his own expense, deposit with the Department, within 30 days of the notification of award (done through issuance of the Work Order), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled bank as per the format given in this Bid Document, payable on demand, for the due performance and fulfilment of the contract by the selected bidder. The selected bidder shall be designated as the State Implementation Partner (SIP).
- ii. This Performance Bank Guarantee will be for an amount equivalent to INR 50,00,000 (Rupees Fifty lakhs only). All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the State Implementation Partner.
- iii. The Performance Bank Guarantee letter format can be found in the Annexure - 21 of this document.

- iv. The Performance Bank Guarantee may be discharged/ returned by Department at the end of the contract upon being satisfied that there has been due performance of the obligations of the State Implementation Partner under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- v. In the event of the State Implementation Partner being unable to service the contract for whatever reason, the Department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever under the Contract in the matter, the proceeds of the PBG shall be payable to the Department as compensation for any loss resulting from the SIP's failure to complete its obligations under the Contract. Department shall notify the State Implementation Partner in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the State Implementation Partner is in default.
- vi. Department shall also be entitled to make recoveries from the SIP's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

42. Terms & Conditions

The State Implementation Partner shall have to agree with the terms & conditions mentioned here in this RFP. If the State Implementation Partner fails to adhere with the terms and conditions of this RFP at any stage, they will be disqualified from of the RFP process. If State Implementation Partner to whom the contract of project has been awarded fails, in such event the contract may be awarded to the next most responsive State Implementation Partner (SIP) at same rates.

43. Force Majeure

- i. Any default on part of State Implementation Partner or the Department in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism riots, civil disorders, rebellions or revolutions, acts of Government authorities or other events beyond the reasonable control of non-performing Party, will not lead to termination.
- ii. If Force Majeure situation arises the State Implementation Partner shall notify the Department within three days in writing of such conditions and the cause thereof. Unless otherwise agreed by the Department in writing, the State Implementation Partner 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.

Section VII: Scope of Work

The Department of Urban Development, Government of Uttar Pradesh envisages deploying Citizen Services including services offered through Citizen Facilitation Centres (CFC) and Doorstep Delivery of Services (DDS) for effective service delivery and collection of applicable fees.

1. Overview of the Intended Services

The primary scope for this project is to establish a citizen friendly service delivery mechanism with inbuilt security mechanisms and effective collection of revenue.

i. Deploy and Manage Human Resource to execute and manage activities with regard to the following:

- Property Tax, water tax and sewerage tax deposits/collection
- Trade Licenses
- Permissions for Electricity Power Connections
- Permissions for Construction /Modification of Buildings
- Permissions/ Licenses for Alcohol Shops (IMFL /Country Liquor /Imported Liquor)
- Permissions/ Licenses for Private Healthcare Services
- Permissions/ Licenses for Private Financial and Insurance Services
- Other Miscellaneous Licenses /Permissions /Registrations
- Death and Birth Registration Services
- Motor-vehicles, Rikshaw and Other Transport Registration Services

The functional requirements of the deployed resources will primarily govern around:

- Delivery of municipal services to citizens
- Collection of documents by citizens
- Collection of payments in respect of taxes, levies and services fees
- Information dissemination
- Others

ii. Design, Develop, Deploy, Manage and Maintain Physical and Virtual Infrastructure along with Web Based and Device Based Software Applications for doorstep services for the Citizen Services with components like -

- Token Management System at CFC locations for crowd control
- Software for receiving and processing of payments through cards
- Web application to schedule appointments for doorstep services

- Application for acceptance of citizens feedback and acknowledgment
- Integration with enterprise wide reconciliation system
- Portable devices like m-POS, POS, Printers and other devices
- Hosting Infrastructure
- Hardware systems at CFC and Control Offices like Servers, Networking, Workstations, Printers and Power Equipment etc.

As on date, due to various factors including the non-availability of trained staff in many of the corporations, many services are not being delivered electronically at the Municipal Corporation level. Some Corporations have gone ahead and created their own home grown software to manage service delivery. NIC has developed e-Nagarsawa, but still percentage of online deposit of taxes is very low. Some Municipal Corporations have hired ad-hoc service providers in a fragmented manner. No standard is also followed at any Municipal Corporation level while providing information for service delivery in timely manner and citizen's face problems in seeking services which are their primary right. Hence through centrally controlled and structured rollout of CFCs and DDS, it would standardize Citizen Service Delivery; effecting in happier Citizens. Existing facilities, if any, will be harmonized & integrated in the central system with uniform working culture and synchronized data sharing. The "Citizen Facilitation Centres" facilities within the city would be standardized in a manner that a citizen would not find any difference in service quality and effectiveness by approaching any of the centres. All these centres will have standard facilities of ICT infrastructure, ambience, and amenities for citizens and uniformly trained human resource manning them.

This Citizen Facilitation Centre's Services in Uttar Pradesh will be complemented with a centralized helpline facility, for the convenience of the citizens. Empowered with an easy to remember short-code telephone number like 1234 or 1900, based on availability with the Department of Telecommunication (DoT), and Interactive Voice Response Systems (IVRS), the helpline facility will facilitate information dissemination and specific guidance to the citizen. The centralized helpline will also function as a Complaint Management and Grievance Redressal system bringing best-in-class Government to Citizen (G2C) service quality in the state of Uttar Pradesh.

The objective of the Department is to facilitate citizens to avail all Government to Citizens services (G2C) / Government to Business services (G2B) anytime, anywhere in a hassle free, transparent and time-bound manner. The proposed Citizen Facilitation Centres will work as the front end for delivering Citizen Services. In the event of delivering Citizen Services online, these centres shall also facilitate citizens to avail services such as printing of final certificates, submission of any additional documents, etc. It is envisaged that the CFCs will initially come up one in each of the 17 Municipal Corporations, which will be gradually increased to cover the entire geography of the state and & cover the complete ambit of services delivered by the Department of Urban Development. An indicative list of services to

be rendered through the CFCs and DDs viz-à-viz the service spectrum of the Municipal Corporations is included in Annexure - 2.

2. Desired Outcomes of the Initiative

The Department of Urban Development intends to bring in a paradigm shift that would redefine the contour of service delivery mechanism for the municipality services in the State. Given the magnitude of the project, it is imperative to lay down the following desired outcomes of this project, but not limited to:

- i. Reduction in time involved in availing the services.
- ii. To and fro electronic transfer of data from CFCs and HO and also between HO and the DDS Handheld devices.
- iii. Lower service delivery and communication costs, enhancing transparency, increasing predictability of service availability, and finally improving ease of doing business with ULBs.
- iv. Single point solution to the entire gamut of citizen centric services.
- v. Citizens to avail services directly from the Department, eliminating intermediaries, thus cost.

This will also help the Department in robust online management information system (MIS) reporting to facilitate policy makers in quick and informed decision making.

The functional, technical and other requirements have been mentioned hereafter in the document. The contents in the scope of work contain only principal requirements of the assignment and that the delivery of the deliverables and the services required in connection therewith are an integral part of the assignment.

3. Functional Requirements

MIS and Reporting

The State Implementation Partner must provide real time MIS and reporting tool. MIS Reports for payment credited in the Urban Local Bodies (the “ULBs”) account should be provided as & when required. Reports should be submitted in the required format as defined by the Department. The format of Reports will be communicated by the Department to the State Implementation Partner.

There should be admin module for viewing /downloading information on payment and relevant MIS to designated Department’s official.

System should provide requisite reports on transaction data for following: Date-wise/ month wise transactions/ PIN code wise / payment instrument wise transaction summary (accepted, rejected, incomplete transaction, online payment charges collected from payers etc).

The State Implementation Partner to provide detailed dispute and chargeback reports along with current status, ageing and responsibility for the disputes.

Services Management

a) Citizen walk-in at CFC for delivery of municipal services and payments towards municipal taxes and charges. The CFC resource will carry out following activities using PC based application for transaction management and m-PoS application for payments

Creation of service request-

- Fill up service application forms on behalf of citizens forms for desired service (s) in the Right to Services (RTS) application.
- Generate ward-wise and department-wise service requests/tickets.
- Inform citizen the turnaround time (TAT) for delivery of the service (s) request by the Citizen.

Collection of payments-

- Accept payments from citizens through cash, cheques and demand drafts.
- Accept payments from citizens using m-POS/POS device or any other electronic method.

Processing of service requests-

- Track issuance of documents (e.g. certificates, licenses or permits) and other services by ULB staff in response to the service requests as per the TAT
- Coordinate with ULB staff regarding status of services, disputes and complaints

Delivery of services to citizens-

- Deliver printouts of documents issued by ULB when they turn up at the CFC counter regarding the services
- Inform citizens the status of issuance of ULB documents and services

End of day activities: report, matching cash and cheque according to daily scroll report, handover daily cash and cheque to the Cash Management Services of Banks

b) Citizen scheduling an appointment over the Department helpline/call centres for doorstep services

Scheduling of Appointment for Doorstep services-

- Citizen will call the helpline to fix an appointment regarding doorstep services
- Call centre executive will login Transaction management solution for scheduling of appointment to capture the following -purpose of appointment, citizen name, address

and contact number of citizen, time preferred by citizen and book slot for doorstep services.

- This call centre executive will be appointed by the State Implementation Partner.
- Call centre executive will raise ticket for the CFC resources to arrange for doorstep services.
- The details shall be forwarded to the citizen as well over the SMS/mail. No service will be delivered without raising a ticket.
- Call centre executive will explain the list of documents required during the doorstep so that citizen can ensure the availability of the same during the agent visit at the designated time.
- Before executing the door step service, call centre executive will ensures that, all the necessary documents are in place with the citizen.

Doorstep services by SIP's resources-

- CFC resources to check for appointment requests raised at helpline
- Call citizen to verify his availability/cancel appointment if citizen is unable
- Arrange visit to citizen's address as per appointment with necessary application form
- Fill application and obtain citizen signature
- Collect documents if any to be submitted by the citizen
- Accept payment from citizen using m-POS device and provide receipt of payment
- Provide information on the turnaround time for the delivery of service to citizen
- Return to CFC base location for further processing of the transaction management system

Collection of payments

- Accept Payment from Citizen through cash, cheque and demand drafts
- Accept Payment from Citizens using m-POS/POS device.

Delivery of services to citizens-

- Deliver printouts of documents issued by Municipal Corporation / the Department when they turn up at the CFC counter regarding the services.
- Inform citizens the status of issuance of Municipal Corporation's / DoUD's documents and services.

1. List of Indicative Door to Door Services

Name of Services

- a) Registration / Issuance of Births, Marriage, Caste, Domicile & Deaths Certificates
- b) Payment of Property Tax, Water Tax, Sewerage Tax
- c) Payment of Utilities
- d) Trade Licences etc.
- e) Mutation of Properties
- f) Grievances and Suggestions

2. Collection of payments

The State Implementation Partner on behalf of the Municipal Corporation / Department will carry on the following tasks with regard to collection of payment at the CFC locations:

a) Collection of payments as under-

- Collection of cash and post verification provide an acknowledgement or payment confirmation receipt.
- Collection of cheque and demand drafts, post verification and provide an acknowledgement or payment confirmation receipt
- Swipe Debit /Credit card or read card chip on a portable device and post authorization. If transaction is successful then provide an acknowledgment to the Citizen.
- Collect payment from closed loop or semi-closed prepaid card/ wallet and provide an acknowledgment to the Citizen.

b) Provide human resource for the running operations at the CFC locations across the State geography.

CFC executives will manage the following operations at CFC locations:

- Service requests
- Delivery of services
- Collection of payments and documents at CFC counter
- Tracking service requests and ensure the delivery of services as per the Turnaround time(TAT) defined by the department

The number of executives at CFC locations and for field visits may be increased/decreased in response to the requirements of the Department.

c) State Implementation Partner should have capability to process payments using upcoming channels including Bharat Bill Payment System (BBPS), Unified Payment Interface (UPI), Aadhaar Enabled Payment System(AEPS), social media based payments, IMPS, wallets etc.

d) State Implementation Partner should be able to fetch the required details of a citizen on a real time basis once the inputs added by the staff.

iv. Reconciliation and Settlement

The State Implementation Partner will be responsible for all arrangements with third parties to receive payments made by citizens using cards and their reconciliation.

The State Implementation Partner should have complete chargeback management system as per the rules and regulations of the respective card associations (VISA, MasterCard, RuPay, etc.) with tracking and exception management features and provide the requisite reports on chargeback.

The State Implementation Partner will be responsible for aggregating all the payments received on behalf of ULB's from citizens and transfer the amount/proceeds to the ULBs designated destination accounts at the following frequency –

- Online collections on day (D) – amount to be transferred on the next working day (D+1)
- Physical collections e.g. cheque - amount to be transferred as per RBI guidelines (D +3).
- In case of any variance, settlement timings details should be mentioned in the technical proposal

The State Implementation Partner shall have to clearly indicate the proposed mechanism for funds transfer for cash including operational guidelines and timelines in the technical bid.

All settlement of money collected will be as per applicable RBI guidelines in this regard. The selected State Implementation Partner would be solely responsible for implementation of all guidelines issued from time to time from RBI for various e-payment/ remittance services.

The State Implementation Partner should integrate with the existing/upcoming solution for reconciliation. The State Implementation Partner should provide files as per the required format.

vi. Information dissemination

Resources deployed by the State Implementation Partner should be able to effectively inform/ guide all citizens regarding the following:

- Municipal taxes and how to make payments for same.
- Various services offered by the Municipal Corporations for the benefits of citizens
- Process/steps to acquire such services e.g. filling of application, submission of documents etc.
- Charges applicable for each of the services.
- Turnaround time for the processing of applications and payments made by citizens, delivery of each services.
- Scheduling of appointment for door step collections using application and over the help line.

vii. Management of disputes and grievances-

CFC resources should be able to check status of all services requests in CFC front end and to provide status regarding their service requests and resolution of citizens' queries.

viii. Loading of Pre-paid Card

CFC resources should be able to facilitate citizens' load their Pre-paid Cards (smart card) using cash or card based payments.

ix. Other requirements

- Acceptance of documents and information provided by the citizens in respect of KYC verification and services such as issuance of health licenses, birth, death or marriage certificates.
- Data entry tasks as part of delivery of services and collection of payments.
- Perform preliminary scrutiny of documents submitted by the citizens for obtaining ULB services.
- Provide handholding /assistance to the citizens at the CFC's "May I help you" counter to guide the raising service requests, submission of documents and enable them make payments.
- Providing daily collection reports, summary for ULB staff and downloading daily scroll reports for the Banks for each mode of payment.
- Coordinate with the Collection Agencies of Banks to submit all payments received in physical form i.e. cash, cheque and DD for their processing and realization.

Operational Requirement: State Implementation Partner to ensure issuance of PoS / technology device generated receipt to the Citizens on successful transaction. Assist ULB/Department on dispute management. Forwarding any feedback / complaint received from the Citizens to the ULB/Department.

- Arranging insurance maintenance of all POS and m-POS devices.
- The State Implementation Partner shall provide a help desk with adequate numbers of phone lines for incident management during the Business Hours of the government /Corporation and in case of emergency.
- At the time of operationalizing the PoS/ technology channel, training is to be provided to the Agents to be stationed at CFC clearly delineating the Do's and Don'ts and Best Practices for maintaining the m-POS equipment.

3. Technical requirements

The State Implementation Partner is required to provide the following as part of technical requirements:

i. Electronic Token Management System for crowd control as under-

- Generation of electronic tokens to citizens regarding delivery of services at CFC location.
- Display of token numbers at a particular counter to guide citizen towards the counter where the individual will be attended to.
- Inform the customers regarding expected waiting time.
- Generation of tickets to CFC executives and their allocation to the counters.

- Direction to citizens towards their respective counters.
 - Providing data for statistical analysis regarding queue management.
- ii. Development and implementation of a POS/ Mobile POS Solution for acceptance of municipal payments for-**
- Real time fetching of data pertaining service requests and citizen details from backend.
 - Accepting and processing of payments received through cards (credit, debit and prepaid) and physical instruments (cheque, cash and demand drafts).
 - Tagging of payments against service requests and citizens through handheld devices at CFC and during field visits.
 - Capturing feedback and citizen remarks.
- iii. Application to schedule appointments for doorstep services**
- a) At CFC locations
 - b) During doorstep collections
- iv. Supply of the following devices for collection of payments**
- a) m-POS devices one for each CFC location
 - b) POS machine three for each CFC location
- v. Digital Signage Solution to display**
- a) Important guidelines and promotions to citizens
 - b) Instructions to CFC executives
 - c) Loyalty and reward offers to citizens by ULBs/DoUD
- vi. Application for accepting citizen feedback**
- a) At CFC locations
 - b) During doorstep collections
- vii. Application for loading of ULBs/Department Branded Cards**
- a) At CFC locations
 - b) During doorstep collections
- vii. Other Technical Requirements**

A. Seamless integration with ULBs' existing systems and applications

The m-POS and transaction management solution provided by the State Implementation Partner is required to be integrated with the existing systems and applications of ULBs as listed in RFP in the Annexure - 9.

The State Implementation Partner to provide support for the required integration in form of APIs.

The State Implementation Partner to integrate with internal reconciliation, dash-boarding, analytics applications of ULBs.

B. Certifications and Upgrades

The State Implementation Partner should support the requisite certifications, integration, maintenance, patching, and audit compliance throughout the period of contract. State Implementation Partner should be solely responsible for implementation of all guidelines issued from time to time by regulatory authorities like RBI, NPCI, Ministry of Finance and other government guidelines for various e-payment services and the Department shall not bear the cost for such upgrade/modifications as required.

All online payments should be 3-D secure (MasterCard secure code & Verified by VISA) 2nd factor authentication mechanism to reduce chargeback risk.

State Implementation Partner shall bear any additional cost for modifying or upgrading the security standards designed by regulatory body, if required, during the contract period.

C. Transaction security

The secured mechanism should ensure fast and efficient transaction processing. The State Implementation Partner should have rule based real time Risk/Fraud Management capability.

The devices provided by the State Implementation Partner must be VISA/MasterCard/Bank certified and must offer SSL (Secure Sockets Layer) for transaction security.

Any information and/or data obtained by the State Implementation Partner from the Department or Citizen of the geography pertaining to payment for municipal charges shall be stored in a place physically secure from access by unauthorized persons.

State Implementation Partner shall ensure that appropriate security measures are put in place to protect the government's internal systems from intrusions and other attacks while citizen is making e-Payments towards municipal charges, whether internal or external, e.g., message interception, tampering, redirection, or repudiation or while pulling data from or pushing data into the Department's server. State Implementation Partner and its resources will be responsible to keep all data and information regarding ULBs/ Department and citizens confidential, vide NDA Format at Annexure - 12.

d. System uptime

The technology solutions provided by the State Implementation Partner should ensure 95% and more uptime during the business hours. The State Implementation Partner should

share this uptime report clearly stating the uptime in percentage with all the divisions / Departments whose applications have been integrated with the payment gateway system.

The State Implementation Partner should have high availability network/ server infrastructure preferable in India 24x7 mode in tier III certified (DC and DR).

State Implementation Partner needs to include the details of the DC/DR requirements and BCP policies in the technical proposal.

Any instances of downtime which has not been mutually agreed upon, can lead to penalty to the State Implementation Partner

e. Testability

The system design and development should be such that the system can be thoroughly tested for functionality, reliability, and performance.

f. Transaction processing capability.

State Implementation Partner should provide the following details in their proposals

- Average Success rate for online transactions (Success rate %).
- Response time per Transaction for online and physical instruments (in seconds).
- Average time taken for processing refund of payment to citizens.

g. Compliance Requirements

Transaction authorization response time should be as per the standards defined by Visa/MasterCard/NPCI/RBI and all regulatory bodies.

Throughout the period of engagement, the Department shall have the right at any time to inspect the SIP's transaction records for the ULB / Department charges and associated SIP's fees. Any such inspection shall be made by the Department or its designated audit expert, during regular business hours for all such accounts as per their discretion.

Selected State Implementation Partner shall retain authorization logs, non-repudiation logs and transaction records for the entire period of contract.

State Implementation Partner to include the detailed technical architecture with respect to ULB / Department use case fitment as part of the technical bid document.

State Implementation Partner is encouraged to suggest any innovative upcoming technical solutions, which can be relevant for the department collections from citizens.



Detailed project plan and implementation roadmap should be included as part of the technical bid.

h. Scalability and performance

The solution should be highly scalable to support the current and projected year on year growth in collection- transactions' volume across existing and upcoming channels. The State Implementation Partner is responsible to arrive at the sizing independently. The Department will not be responsible for any assumption made by the State Implementation Partner with respect to the sizing.

In the event the sizing quoted by the State Implementation Partner does not meet the performance / service levels, the State Implementation Partner will at its cost carry out the necessary upgrades / replacements. The ULBs/Department will not pay any additional amount for same.

The State Implementation Partner is expected to design the solutions provided by him to support high variance infrequency as the volumes are not expected to be constant and may be subjected to variances in citizen behaviour due to year end, special offers by ULBs or any other factor.

The solutions provided by the State Implementation Partner should be scalable both horizontally as well as vertically.

i. Adaptability

The system design and development should be such that the system is highly adaptable and can be modified (code, data, logic, queries etc.), if required, to meet any change in business needs.

The State Implementation Partner is expected to indicate whether the solutions provided by them are having modular architecture. The systems design and development by the State Implementation Partner should be such that the system promotes reusability, e.g. the solution component can be re-tasked or used in a similar solution. The State Implementation Partner is expected to define and maintain solution components in a repository with appropriate taxonomy and links to appropriate design / architecture document.

Disaster Recovery and Back up

State Implementation Partner should ensure effective disaster recovery arrangements and should be able to restore data up-to seven days prior to the disaster event.

The m-POS solution and transaction management systems provided by the State Implementation Partner should be able to carry out daily back up for all payments, transactions, reconciliation and settlement analytics, MIS reports and complaints data.

Development of the m-POS and transaction management solution in cloud services

- The State Implementation Partner will have to develop and host the solutions in secured cloud services.
- State Implementation Partner will have to provide hardware and database requirements in company letter head to the Department. The department shall accordingly arrange for the equipment.

Integration requirements

The system design and development should be such that the system's behaviour under normal and non-characteristic usage is predictable and repeatable regardless of system load, invalid input, or availability of resources. The State Implementation Partner is expected to indicate the reliability of the proposed solution components. The solution should also provide for the utility to seamlessly integrate with other systems and applications, using a standard set of APIs.

4. Legal Requirements

- i. Persons / Agents deployed by the State Implementation Partner shall not be the employees of the Department and the Department shall not be responsible in any manner for payment of wage remuneration nor payment for PF, EPF due to such persons.
- ii. The State Implementation Partner will have to enter into an agreement with the Department if selected in the RFP process.
- iii. The State Implementation Partner has to work as per the Service Level Agreements mutually agreed by the Department and the State Implementation Partner.
- iv. State Implementation Partner should comply with the State's guidelines in respect of minimum wages to human resource and labour management.

5. Technical and Functional Support

Commencing on the date of implementation of the technology solutions provided by the State Implementation Partner will have to provide the following support service(s) to Department as part of project deliverables.

This shall apply for the entire period of engagement-

- M-POS Solution upgrade-In order to provide more and better service, the Corporation may require an upgrade in the m-POS application. The Department shall prepare, in consultation with the State Implementation Partner, a schedule for upgrade on the field
-

and the agents of State Implementation Partner would be obliged to ensure download and installation the new version at each CFC outlet.

- Timely release of all newer versions of the application for collection installed on the m-POS devices should be released with the prior permission of Corporation.
- Support Helpdesk- selected State Implementation Partner has to provide a utility for logging incidents/ issues by ULB / Department staff in respect of the solution/service with audit log, assigning issues to SIP's resource for resolution and measurement of response time
- Technical Support
 - Delivery of bug fixes and patches
 - Debugging errors
 - Coding and customization support
 - Installation of licensed third party software/accessory if necessary for the functioning of them-POS solution
 - Access to the selected SIP's technical support website/helpdesk/email for incidence report and follow-up by the Department till the resolution of the incidence by SIP's resource
 - Access to technical support provided by State Implementation Partner over telephone on a 24x7 basis
 - Onsite support as and when required by the Municipal Corporation / Department
 - Functional support -Step by step walk through by the SIP's project team to Municipal Corporation / Department staff across departments in respect of all the modules
- Problem Management and escalation-
 - The department expects the SIP to provide reports on application downtime and an audit log of all issues that have been raised and Closed / Pending Closure by the SIP.
 - The frequency of the report would be Daily, Weekly, Monthly, Quarterly and Yearly, according to a pre-defined timeline.
 - The SIP is expected to provide an application for logging issues. It should have an audit trail and updates for functionalities, and preferably have role based access to their conciliation module for the users.
 - Department should be able to retrieve the details of any issue logged and get the complete history of the issue including the enterer, date of entry, date and description. Status of resolution –open, close or re-opened with date and remarks etc.
 - SIP needs report incident and incident resolution report to escalation matrix from the department.

- Development Support
 - Subsequent to Go-live of the Project, the State Implementation Partner shall have to comply with all existing and upcoming policies and other guidelines of the Department regarding user management, system access and data confidentiality for the period of engagement at no additional cost to the department.
 - Department may from time to time and depending on the business / operational requirements seek to implement functionalities, which may be possessed by the proposed solution but not made operational by the State Implementation Partner at the time of implementation. The SIP has to implement such functionalities at no additional cost to Department, up to a maximum of 5 man-days every service year for the period of engagement. This would also apply to any modification or change to the platform or any of its modules for developing interface with other systems/applications specified by the Corporation during the period of engagement.
 - Post implementation, subject to business requirements, Department may issue change requests to the SIP for the development of additional features/customizations in the platform. The State Implementation Partner may be paid as per the terms of payment fixed in the commercial agreement between Department and the SIP for the development and delivery of the proposed solution. The rates and terms of payment shall be fixed and apply for the entire period of engagement. The Corporation will not accept any rate other than the rates fixed in the commercial agreement.

6. Engagement Model

The service provider should enable the payments through following payment instruments:

Payment Instruments	Description of the instrument usage
Cheque	Collection of cheque and post verification provide a confirmation receipt
Debit Card	Swipe the card on the terminal and post authorization provide an acknowledgment to the Citizen
Credit Card	

Table 6: Payment instruments

State Implementation Partner will need to integrate with the aggregator of the corporation. The last mile connectivity and transaction processing shall be undertaken by the aggregator.

The Department intends to procure the technologies and devices listed in the RFP on the enterprise license model i.e., the procurement of enterprise software license for the implementation, operationalization, maintenance and unlimited use of these technologies by the Department. The SIP shall grant the Department fully paid-up, transferable, irrevocable, non-exclusive and perpetual license to use the proposed technologies throughout the territory of India. Also, the selected SIP shall grant rights to access and use the solution supplied by the SIP, including all inventions, designs and marks embodied therein perpetually.

7. Technical Solution

The SIP is required to describe the proposed Technical Solution in this section. The Technical Solution would be evaluated on the following broad parameters. The Department reserves the rights to add, delete, or modify these parameters at any time during the Tender process, without assigning any reasons whatsoever and without being required to intimate the Bidders of any such change. They should ensure clear articulation and description of the design and technical solution and various components therein.

8. Approach & Methodology

The Bidder should cover details of the methodology proposed to be adopted for planning and implementation of solutions and infrastructure relating to establishment of the proposed solution.

The Bidder may give suggestions on improvement of the scope of work given and may mention the details of any add-on services related to this project over and above what is laid down in the tender document. List of deliverables should also be identified and explained.

The Bidder shall describe the knowledgebase, best practices and tools that will be used by the project team for the execution of scope of work activities.

The Bidder should cover details of the methodology proposed to be adopted for operations and maintenance related the proposed solution.

The Bidder should provide details about of the Service Helpdesk and handholding staff available for the purpose of resolution of issues pertaining to the conditions at the proposed solution.

9. Project Plan & Resource Deployment

S.No	Item of Activity	Month-Wise Program					
		M1	M2	M3	M4	M5
1	Activity-1						
1.1	Sub-Activity-1						
1.2	Sub-Activity-2						
2	Activity-2						
	..						
3	Activity-3						
3.1	Sub-Activity-1						
3.2	Sub-Activity-2						

Table 7: Project Plan

Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim and final reports), and other benchmarks such as Bidder approvals. For phased assignments indicate activities, delivery of reports and benchmarks separately for each phase.

Duration of activities shall be indicated in the form of a bar chart.

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their proposal.

10. Roles and responsibilities

a) Roles and Responsibilities of Department of Urban Development –the Department will perform the following roles and responsibilities for the selected State Implementation Partner:

Provide the selected State Implementation Partner with the letter authorizing their entrance in the Corporation Premises and access to the existing systems in presence of NIC/ DIT/ Corporation Employees.

Assign a single point of contact (SPOC) for all interactions with regard to the project.

Provide contact and escalation matrix to the State Implementation Partner for communication management.

Provide the following for each ULB:

- Understanding of the existing applications, systems and processes for the payment collection and reconciliation of municipal collections across various channels
- Understanding of all the existing channels and payment instruments for the collections of municipal charges

The Department will provide the access rights of RTS software to the SIP for management of service requests, collections and delivery of services.

The Department will provide training to the resources of State Implementation Partner with regard to relevant software/applications.

The Department will provide unfilled pre-printed application forms to the State Implementation Partner provided; they inform application form requirements one month prior.

ULB will appoint one CFC Administrator who will be the authorized signatory to sign all documents and also control/ supervise CFC activities on behalf of the Department.

API development and integration support in respect of existing (NIC or other applications) source systems

Back end operations and Support by departments.

Standard operating procedures.

Reconciliation of all collections received from the SIPs network of CFC.

Pre Printed Stationary: Applications, Forms, Certificates etc.

Impart relevant business knowledge to the resources employed by the State Implementation Partner for the project

b) Roles and Responsibilities of the SIP- The roles and responsibilities for the SIP includes the following:

Provide the hardware, furniture, equipment, telephone, internet connection, and other requirements for efficient set up and functioning of the CFC.

Provide technology for the development of technologies as listed in RFP and provide technology and support services for same.

Provide manpower and operational support for the delivery of services and collection of payments at all CFCs and on the field (doorstep services)

Provide training to their executives to handle operational activities to be taken at CFC locations and while delivery of doorstep services.

Ensure that the resources deployed for CFC/doorstep services have sufficient knowledge for the delivery of services and collection of payments by citizens. Also, ensure the resources are trained enough to use the systems, applications and devices necessary to carry out these tasks

Project management including management of project related risks (note that this relates to the project management of the State Implementation Partner tasks and resources).

Integrate with the existing systems/technologies implemented in ULBs as mentioned in this RFP.

Provide project plan, roadmap and an overall strategy to implement the requirements as mentioned in the RFP

Provide solution architecture blueprint for implementing various technologies as mentioned in the RFP.

Development of reports for both operational and regulatory compliance. Designing and delivery of test scenarios and test cases for SIT and also to perform SIT. Provide technical support in User

Acceptance Testings (i.e. UAT analysis, bug fixing).

The State Implementation Partner shall be required to take full accountability for the deployment, go-Live support of the proposed technologies and manpower also in the end-to-end management of all functional requirements as mentioned in this RFP.

State Implementation Partner would be responsible to arrange the following at CFC location

- Sitting arrangement/chairs for minimum 20 people and
- Drinking water facility for minimum 50 people on a daily basis the State Implementation Partner would be responsible for providing the necessary environment and proper cleanliness & maintenance of the CFC premises in all location.

Adherence to the business hours as mentioned below for collection of payments, documents and the delivery of services at CFC locations /filed visits for doorstep services

- Working hours : from 10.00 AM to 6.00 PM from Monday to Saturday excluding holidays
- Transaction hours: from 10.00 AM to 4.00 PM.
- Hours for end of day activities: 4.00 PM to 6.00 PM
- CFC executives will have to work on holidays or for extra time as required by ULBs

ANNEXURE - 1: Bid Covering Letter Format

(Bid Covering Letter in official letterhead to be submitted by the bidder in the Envelope #1 containing the Transaction Details of Bid Document Cost and EMD)

To,
The Principal Secretary
Department of Urban Development
Government of Uttar Pradesh
824, Bapu Bhawan, UP Secretariat
Lucknow, Uttar Pradesh.

RFP Ref. : ----- Dated : -----.

Sub: Proposal for Selection as State Implementation Partner to implement Citizen Facilitation Units in Department of Urban Development.

Dear Sir,

We, the undersigned, having carefully examined the referred RFP, offer to propose for the selection as State Implementation Partner, in full conformity with the said RFP. We have examined the RFP document and we offer to implement technologies and manpower services as per the scope, instructions and requirements mentioned in the RFP for implementation of CFC and Doorstep services. We acknowledge having received the following addenda / corrigenda to the RFP document-

Addendum/ Corrigendum Number	Dated

We have read all the provisions of RFP and the subsequent addendum/ corrigendum and confirm that these are acceptable to us. While submitting this Bid, we certify that:

We have not induced nor attempted to induce any other Bidder to submit or not submit a bid for restricting competition.

We agree that the terms and conditions furnished in this RFP are for Department of Urban Development and its subsidiaries.

We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

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 120 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.

If our Bid is accepted, we undertake, to start the assignment under the scope of the RFP immediately after receipt of your order. We have taken note of Penalty clauses in the RFP, other instructions and agree to abide by the same. We also note that Department of Urban Development reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of Department of Urban Development will be final and binding on us.

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.

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. 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

NEFT Transaction no. ----- dated ----- Bank ----- for INR ----- towards EMD.

NEFT Transaction no. ----- dated ----- Bank ----- for INR ----- towards RFP document cost as document was downloaded from website.

We submit our Bid Document herewith. We understand that –
You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Department of Urban Development to do so, a contract in the prescribed form.

If our Bid is accepted, we are exclusively responsible for the due Performance of the contract. We accept that in the event of any information / data / particulars are found to be incorrect, the Department of Urban Development will have the right to disqualify us and forfeit EMD.

We undertake to comply with the terms and conditions of the RFP document. We understand that the Department of Urban Development may reject any or all of the offers without assigning any reason whatsoever.

The name of selected Bidder to whom the contract is finally awarded after the completion of financial bid shall be displayed on the website of the Department of Urban Development and/or communicated to select Bidder.

Thanking you,

Yours truly,

For (State Implementation Partner Name)

Authorised Signatory Name :

Designation:

Signature with Office Seal:

Place:

Date:

ANNEXURE -2 Service Spectrum for Municipal Corporations

Sr. No.	Municipal Services
1	Property Tax and related services
2	Water Tax, water charges, sewerage Tax / charges
3	New Water Connection Charges
4	Temp Water Connection for Events
5	Drainage Connection
6	New Sewerage Connection
7	Birth Certificate
8	Death Certificate
9	Property Transfer by Heir without objection
10	Property Transfer by Heir with objection
11	Property mutation
12	Property Extract
13	Dog keeping License
14	Renewal of Dog Keeping License
15	Application for Hoardings and Other Advertising
16	Renewal Application Of Advertising License
17	Bone skin warehouse
18	Mutton shop
19	Cattle (per animal)
20	Fine on animals in Kaanzi House
21	Small animals (goats etc .) per day
22	Big animals (cow, horse etc .) per day
	Electricity Power Permission (Licence given once)
23	5 horse power
24	15 horse power
25	20 horse power
26	more than 20 horse power
27	Builders (Registered)
28	Hotel / Lodging / Guest House / Barat Ghar
29	3 Star Hotel
30	5 Star Hotel
31	Hotel Guest House (20 beds)
32	Hotel Guest House (more than 20 beds)
33	Hotel
34	Café , Restaurants, Eating House
35	Cold-drink / Ice-cream
36	Ice-cream Factory
37	Ice Factory
38	Bar & Beer
39	Local wine shop (per shop)

Sr. No.	Municipal Services
40	English wine shop (per shop)
41	Atta Chakki
42	Auto Rikshaw - Two Seater
43	Auto Rikshaw - Four Seater
44	Auto Rikshaw - Seven Seater
45	Mini Bus
46	Bus
47	Taanga
48	Rikshaw on Rent
49	Rikshaw (Own)
50	Thela
51	Haath Thela
52	Bullock cart
53	Trolley
54	Finance Company, Chit & Funds
55	Insurance Company per branch
56	Nursing Home (20 Beds)
57	Nursing Home (more than 20 Beds)
58	Maternity Home (20 Beds)
59	Maternity Home (more than 20 Beds)
60	Private hospitals
61	Pathology Centres
62	X-Ray Clinics
63	Dental Clinics
64	Private Clinic
65	Any Other Services

ANNEXURE - 3: Technical Bid Covering Letter Format

(Technical Bid Covering Letter to be submitted by the bidder in the Envelope #2 containing the Technical Bid)

To,

The Principal Secretary
Department of Urban Development
Government of Uttar Pradesh
824, Bapu Bhawan, UP Secretariat
Lucknow, Uttar Pradesh.

RFP Ref. : ----- Dated : -----.

Reference: Technical Bid for providing Citizen Services at UP.

Dear Sir,

We hereby request to be qualified by the Department of Urban Development, Uttar Pradesh as a tenderer for “Selection of State Implementation Partner for Delivery of Citizen Services as a part of inclusive Governance for all Municipal Corporations at Uttar Pradesh”. We declare that all the services shall be performed strictly in accordance with the RFP documents and we agree to all the terms and conditions in the RFP.

We confirm that this letter of technical bid overrides any deviations, counter clauses, proposed modifications in the Scope of work, Terms and Conditions, Functional Requirement Specifications and Technical Specifications which may have been accidentally or otherwise mentioned in the attached proposal; all such mistakes or deviations stands withdrawn hereafter.

We authorize the Department or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Department to verify statements and information provided in this application or regarding our competence and standing.

The name(s) and position(s) of person(s) who may be contacted for further information, if required, are as follows:

Sl.	Name	Designation	Mobile No.	Email Id.
-----	------	-------------	------------	-----------

1				
2				
3				

We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize the Department to reject our application.

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

We undertake, if our proposal is accepted, to provide all the services related to the Scope of Work as mentioned by The Department of Urban Development, Uttar Pradesh in this tender, put forward in the bid document or such features as may subsequently be mutually agreed between us and the Department or its authorized representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 90 days from the date of bid submission and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the Department.

We hereby declare that in case the contract is awarded to us, we will submit Performance Bank Guarantee as prescribed in the RFP.

We understand that the Department reserves the right to reject any application without assigning any reason thereof.

We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

All prices mentioned in our Tender are in accordance with the terms as specified in the RFP document. All the prices and other terms and conditions of this Bid are valid for a period of 120 calendar days from the date of submission of the Bid.

Where by confirm that our prices exclude all relevant taxes.

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/decrease from the scope of work under the contract.

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

In case you require any further information or documentary proof during the evaluation the Tender, we agree to furnish the same in time to your satisfaction.

We declare that our Bid Price is for the entire scope of the work as specified in the tender document.

Our commercial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of this bid document.

We understand that you are not bound to accept all the proposals you receive.

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

We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.

I hereby confirm that I am entitled act on behalf of our organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours truly,

For (State Implementation Partner Name)

Authorised Signatory Name :

Designation:

Signature with Office Seal:

Place:

Date:

ANNEXURE - 4: Compliance Sheets

Compliance Sheet for Pre-Qualification Proposal

Sr. No	Qualification Criteria	Documents/Information to be provided in the submitted proposal	Compliance	Reference & Page Number
1	The responding firm (a) Should have made a payment of INR .15,000/- (Rupees Fifteen Thousand only) for the RFP document.	(a) DD for Rupees Fifteen Thousand Only.	Yes/No	
2	Legal Entity Company should be registered under Companies Act, 1956. Registered with the Service Tax Authorities. Should have been operating for the last three years (FY 15-16, FY 16-17, FY 17-18).	Certificate of Incorporation. Registration Certificate.	Yes/No	
3	The Firm / Company should be active in Citizen Facilitation Service domain for at least 3 years as of 31 st March 2018.	List of customers should be attached with order value / total order value.	Yes/No	
4	The responding firm shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	A self-certified letter by the designated official of the responding firm.	Yes/No	
5	The Net Worth of the responding firm must be positive as per the last audited Balance Sheet.	Chartered Accountant Certificate for Net worth.	Yes/No	
6	Average Annual Sales Turnover generated	Extracts from the audited Balance sheet and Profit	Yes/No	

	during the last three (3) financial years (FY 14-15, 15-16, and FY 16-17) as per the last published balance sheets.	& Loss; OR Certificate from the statutory auditor.		
7	The responding firm must have a minimum number of 20 IT Staff / technically qualified personnel in the domain of support for IT activities, as on 1st December, 2018 on its roll.	Certificate from HR Department for number of technically qualified professionals employed by the company.	Yes/No	

Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of but not limiting to the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1	System Functionality: Meeting the requirements of the departments as mentioned in RFP in terms of how close the proposal is to the functional requirements for the solution as have been proposed for the aforesaid assignment.	Detailed work plans.	Yes / No	
2	India Specific Capabilities: Number of Projects of similar nature in India and size of those projects in the past 3 year	Notarized Completion Certificates from the client; OR Work Order Masking prices and other confidential information + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate	Yes / No	

		(for on-going projects) from the client.		
4	Industry Specific Capabilities: Past experience of the bidder in executing similar Citizen Facilitation Service assignments, size of those assignments in the past three years.	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client.	Yes / No	
5	Profile of proposed team members: Relevant assignment experience / Years of experience / Number of Certifications in specific to Solution proposed.	Provide resumes of the project team.	Yes / No	
6	Methodology, Support and Documentation.	Support document and SLA draft	Yes / No	
7	Tools and Assets As per requirement specified in Technical evaluation.	Tools and Assets which could be leveraged for the assignment as per the BOM format.	Yes / No	
8	Deviations (if any)	Documentation for diversion	Yes / No	

ANNEXURE - 5: Relevant Experience

(Bidders are required to provide details of relevant experiences in the format give below, highlighting experience of designing & implementing similar e-Governance projects [minimum of 2 projects]. Use separate sheet for each citation)

S. No.	Particular	Details	
1.	Citation Serial Number		
2.	Name of Project		
3.	Name of Client		
4.	Address of Client		
5.	Contact Person Name & Mobile/ Telephone		
6.	Total assignment value(INR)		
7.	Value of Consultancy Work		
8.	Start & End Date	From:	To:
9.	Project Timelines/ Duration (in months)		
10.	Whether completed or ongoing		
11.	If on-going: >which of the assignments have been Accomplished >which are in pipeline & on- going		
12.	No. of personnel man-months provided by the Consultant		
13.	Brief Description of the Project		
14.	Project Team Size		

For (Bidder's Name)

Authorised Signatory Name :

Designation:

Signature with Office Seal:

Place:

Date:

ANNEXURE - 6: Proposed Bill of Material

Proposed ICT infrastructure:

- The bidder has to compulsorily quote only single make & model no. for each proposed item of ICT hardware along with respective datasheets.
- The bidders shall quote those makes and models of each hardware item which are not end-of-support or end-of-life in next 3 years from the date of bidding.
- The bidders are required to ensure that the BOM is compliant as per given specifications.
- Apart from the following minimum given items, the bidder must provide similar detail for all additional proposed items by adding at the bottom of the table.
- The bidder needs to fill the table below and submit as part of technical bid:-

Sr.	Component	Compliance	Make	Model	Per CFC	Total
1	Desktop					
2	Printer					
3	Scanner					
4	UPS 25 KVA					
6	PEO Switch- 24 Ports					
7	Network Rack					
8	Firewall					
9	Web Camera					
10	Fingerprint scanner (Biometrics)					
11	Barcode scanner					
12	Internet Connectivity -Primary Link					
13	Internet Connectivity- Secondary Link					
14	Patch Panel					
15	LAN Cabling with Passive components					
16	Feedback Tablet					
17	CCTV Fixed Camera					
18	CCTV DVR - 16					
19	Any other item required for smooth running of Front Offices					

ANNEXURE - 7: Bill of Material Checklist

Sr. No.	Particulars of Hardware / Software Required	Details of Hardware / Software Proposed, including Manufacturer Model Number, Version Number etc.	Quantity / Number of License	Reflect in Financial Bid (Y/N)
1				
2				
3				
4				
5				
6				
7				

The above Bill of Material consist of all the hardware and software components that are proposed to implement and run the proposed solution including the ones that are proposed to be used for the project on a temporary basis, like Citizen Facilitation Service or content creation equipment or temporary storage servers or multimedia software for creation of content. In case the component forms part of the BOM that will be permanently delivered along with the solution, and form a part of the Financial Bid, it has been indicated as above in the right column.

We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

For (Bidder Name)

Authorised Signatory Name :

Designation:

Signature with Office Seal:

Place:

Date:

ANNEXURE - 8: Brief Understanding of Work requirement

8. Infrastructure

Sl. No.	Name of Municipal Corporation	Projected Footfall	No. of Counters Required	Total Space Required	Comments (Government Interventions expected)

9. IT Applications, Application Hosting, Connectivity Requirement et al

Sl. No.	Particulars	Availability with the Government or to be sourced externally	Comments (Government Interventions expected)

10. Manpower Resource Mobilization (Over the Counter Service Delivery)

Sl. No.	Name of Municipal Corporation	Projecte d Footfall	No. of Count ers Required	Turnaround Time per Application	Manpower Required

Note: Bidders to give a brief organogram

11. Manpower Resource Mobilization (Appointment Based Door to Door Service Delivery)

Sl. No.	Name of Municipal Corporation	Projecte d Footfall	Area under the Corpor ation	Turnaround Time per Application	Manpower Required for servicing

ANNEXURE - 9: List of Existing Systems to be integrated

Sl. No.	Existing System	Functionality / Need /Description	Department	Remarks

ANNEXURE - 10: Indicative Project Approach

Sl. No.	Particulars	Time-Line (60 days for Project Roll-out) in days			
		15	30	45	60
Procurement and Infrastructure (Possession, Refurbishment etc.)					
1	Procurement				
2	Civil Works				
3					
IT Infrastructure (Application Integration/Development, Hosting etc.)					
1					
2					
Manpower Deployment (CFC)					
1	Short listing				
2	Capacity Building				
3	On-boarding				
Manpower Deployment (Door- to- Door)					
1					
2					
3					
Project Quality Audit Requirements					
1					
2					
Estimated Number of days (from the date of Signing of Agreement) for the Project to be Inaugurated					

ANNEXURE - 11: Experience of the Bidder's Human Resources

(Add number of sheets as required)

Position	Minimum Qualification	Name	Age	Qualifications
Manager	Graduate in any discipline Fluent in English and Hindi (Read, write and speak) 7 years of relevant experience			
Counter Operator	Graduate in any discipline Fluent in English and Hindi 1 year of relevant experience Typing 20 WPM on computer Read, write and speak-English and Hindi			
Centre Supervisor	Graduate in any discipline Fluent in English and Hindi (Read, write and speak) 3 years of relevant experience			
Helper	10+2 in any discipline Fluent in Hindi (Read, write and speak) 1 year of relevant experience Age 21-35 years			

ANNEXURE – 12 Non-Disclosure Agreement Format

This Non-Disclosure Agreement entered into between the Department of Urban Development, Government of Uttar Pradesh, having its office at, 824, Bapu Bhawan, Uttar Pradesh Secretariat, Lucknow, Uttar Pradesh (hereinafter called “the Department or DoUD” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and (Name of State Implementation Partner) of (Please specify the registered office of the (State Implementation Partner) (hereinafter called “the State Implementation Partner” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

WHEREAS, the Department of Urban Development, Uttar Pradesh, called for the bids for products and services with relation to the Citizen Services by the Urban Local Bodies at UP. M/s..... (hereinafter referred to as "State Implementation Partner"), after going through the Bid Documents and being interested to act as State Implementation Partner and provide the services for Citizen Services including CFC and DDS, has submitted its bid.

WHEREAS, the State Implementation Partner is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the State Implementation Partner in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to the Department of Urban Development.

NOW THEREFORE, in consideration of the foregoing, the State Implementation Partner agrees to all of the following conditions, for the Department of Urban Development, to grant the State Implementation Partner specific access to the Department’s property/information and other data.

It is hereby agreed as under:

a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:

(i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

(ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;

(iii) restrict access and disclosure of confidential information to such of their employees, agents, SIP's, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

(iv) treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

(i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(ii) is independently developed by the recipient without breach of this Contract;

(iii) is the public domain;

(iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;

(v) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the SIP's personnel to be present on premises of the Department / Corporations or may require the SIP's personnel to have access to computer networks and databases of the Department / Corporation while on or off premises of the Department. It is understood that it would be impractical for the Department to monitor all information made available to the SIP's personnel under such circumstances and to provide notice to the SIP's of the confidentiality of all such information. Therefore, the State Implementation Partner agrees and undertakes that any technical or business or other information of the department that the SIP's personnel, or agents acquire while on the Department / Corporation premises, or through access to the Department / Corporation

computer systems or databases while on or off the Department / Corporation premises, shall be deemed Confidential Information.

d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorised representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of the Department in respect of the Confidential Information.

e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

f) The provisions hereunder shall survive termination of the Contract.

For (State Implementation Partner Name)

Authorised Signatory Name :

Designation:

Signature with Office Seal:

Place:

Date:

For Department of Urban Development, Government of Uttar Pradesh

Authorised Signatory Name :

Designation:

Signature with Office Seal:

Place:

Date:

ANNEXURE – 13 Certificate of Conformity/ No Deviation

(To be submitted on the Company Letterhead of the Bidder)

To,
The Principal Secretary,
Department of Urban Development
Government of Uttar Pradesh
824, Bapu Bhawan, UP Secretariat
Lucknow, Uttar Pradesh

Dear Sir,

This is to certify that, the specifications of Software which we have mentioned in the Technical bid, and which we shall supply if we are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, we have thoroughly read the RFP and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

We also certify that the price we have quoted is inclusive of all the cost factors (but exclusive of taxes) involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,
Yours faithfully

For (the Bidder)
Authorised Signatory Name :
Designation:
Signature with Office Seal:
Place:
Date:

ANNEXURE – 14 Template for Pre-Bid Queries

(To be sent over email to www.eprocure.gov.in@amrutrcueslko@gmail.com)

Bidder's Name:

Contact Person:

Contact Phone Number:

Sl.No.	RFP Reference Page No.	RFP Clause/Point No. and Reference Heading	Existing clause Details Clarification Sought
1			
2			
3			
4			

(In case where no acknowledgement is received within one working day of sending the query email, the bidder is requested to contact the Department over phone as per details given in the RFP document just to confirm/ensure receipt of the email; while no answer to the queries may be given over phone).

ANNEXURE – 15 Format for client Reference

The Bidder will be required to provide the following details of past experience:

Reference 1

1	Name of referee	
2	Referral capacity	
3	Name of project	
4	Scope of services	
5	Technical details of implementation	
6	Present organization and designation	
7	Mobile number	
8	E-mail ID	
9	Number of pages in the copy of Work Order attached	
10	Number of pages in the copy of completion certificate attached	
11	Any other relevant document attached with number of pages	

Reference 2

1	Name of referee	
2	Referral capacity	
3	Name of project	
4	Scope of services	
5	Technical details of implementation	
6	Present organization and designation	
7	Mobile number	
8	E-mail ID	
9	Number of pages in the copy of Work Order attached	
10	Number of pages in the copy of completion certificate attached	
11	Any other relevant document attached with number of pages	

Reference 3

1	Name of referee	
2	Referral capacity	
3	Name of project	
4	Scope of services	
5	Technical details of implementation	
6	Present organization and designation	
7	Mobile number	
8	E-mail ID	
9	Number of pages in the copy of Work Order attached	
10	Number of pages in the copy of completion certificate attached	
11	Any other relevant document attached with number of pages	

For (the Bidder)

Authorised Signatory Name :

Designation:

Signature with Office Seal:

Place:

Date:

ANNEXURE -16 Particulars of the Bidder

(To be included in the Technical Bid)

A	Name and address of the Bidder	
B	Incorporation status of the organization (public limited /private limited etc.)	
C	Year of Establishment	
D	Date of Company Registration	
E	ROC Reference No. (CIN)	
F	GST Registration No.	
G	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

For (the Bidder)

Authorised Signatory Name :

Designation:

Signature with Office Seal:

Place:

Date:

ANNEXURE -17 Financial Details of the Bidder

(To be included in the Technical Bid. The certificate needs to be on the letterhead of a registered Chartered Accountant. To be submitted along with Audited Financial Statements.)

To,
The Principal Secretary,
Department of Urban Development
Government of Uttar Pradesh
824, Bapu Bhawan, UP Secretariat
Lucknow, Uttar Pradesh

Dear Sir,

We have examined the books of accounts and other relevant records of (Bidder's Name along with registered address). On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover for the three years i.e. from FY 2015-16, 2016-17 and 2017-18 was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	FY 2015-16	FY 2016-17	FY 2017-18
Annual Turnover			

(Signature of the Chartered Accountant)

Name :
Designation :
ICAI Membership Number:
Date :
Company Seal :
Business Address :

ANNEXURE – 18 Self Certification of Clean Track record

(To be submitted on the Company's Letter Head)

To,
The Principal Secretary,
Department of Urban Development
824, Bapu Bhawan, UP Secretariat
Lucknow, Uttar Pradesh

Dear Sir,

Re: _____ dated _____ for
Request for proposal for rendering Citizen Services on behalf of Department of Urban
Development, Government of Uttar Pradesh

Subject – Self certification of clean track record.

I/We have carefully gone through the Terms and Conditions contained in the Department's RFP for Citizen Services, managing CFC and Door to Door Citizen Services. I/We hereby declare that my company/firm is not debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am the Competent Officer in my company/firm to make this declaration. If my/our track record is not found to be clean, at any point of time, then the customer has the right to disqualify me/us from the selection process or terminate the agreement of engagement, post selection.

For (the Bidder)
Authorised Signatory Name :
Designation:
Signature with Office Seal:
Place:
Date:

ANNEXURE – 19 Format for past experience

- a) The Bidder shall furnish the details of experience required for each of the assignment of the Bidder as per the format given below. Scanned signed copies of Work Orders, Contract Copies and Client Certificates that furnish the required information for all the projects must be provided.
- b) While providing the description of the projects, the Bidder needs to clearly mention how the projects meet the different parameters of assessment for the prequalification criteria.

Past Experience		
Sr. No.	Particulars	Details to be furnished (Provide Annexure, if required)
1.	Name of the Assignment	
2.	Name of Bidder who executed the project	
3.	Department for which executed(Client)	
4.	Name & contact detail of reference person for the above Department (Client)	
5.	Total cost of Project(in Crores)	
6.	Total cost of the services provided by the respondent (in Crores)	
7.	Cost for Hardware Supply & maintenance services (in Crores)	
8.	Cost for Turn-key services(in Crores)	
9.	Copy of work order/contract agreement enclosed for the reference (Yes/No)	
10.	Assignment Start (Month & Year)	
11.	Assignment End (Month & Year)	
12.	Location	
13.	Number of manpower Deployed	

Past Experience		
Sr. No.	Particulars	Details to be furnished (Provide Annexure, if required)
14.	Geographical coverage(No. of Locations)	
15.	Relevant Scope of the Assignment including core technology components &tools deployed, security architecture (Provide annexure if required)	
16.	Outcomes/Deliverables of the Project	
17.	Detailed description of the impact and benefits of the project and sustainability of the project	

ANNEXURE – 20 Authorization format for OEM

(To be submitted on the Company Letterhead of the Equipment/Application Manufacturer)

The Principal Secretary
Department of Urban Development
Government of Uttar Pradesh
824, Bapu Bhawan, UP Secretariat
Lucknow, Uttar Pradesh

Subject: Manufacturer's Authorization Form

Ref: RFP No.-----Dated -----.

Dear Sir,

We_____ (Name of the OEM) who are established and reputed manufacturers of _____ (List of Goods) having factories or product development centres at the locations _____ or as per list attached, do hereby authorize. _____ (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No. _____ Dated _____ for the above goods manufactured or developed by us.

We hereby extend our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation forbid by _____ (Name of the Bidder) as per requirements of this RFP.

Thanking you,
Yours faithfully,

(Signature)

For (the Bidder)
Authorised Signatory Name :
Designation:
Signature with Office Seal:
Place:
Date:

ANNEXURE – 21 Bank Guarantee Format

(To be stamped as an agreement in accordance with the Stamp Act in force)

The Principal Secretary
Department of Urban Development
Government of Uttar Pradesh
824, Bapu Bhawan, UP Secretariat
Lucknow, Uttar Pradesh

GUARANTEE NO : _____

AMOUNT OF GUARANTEE : _____

GUARANTEE COVER FROM : _____

LAST DATE FOR LODGING

THE CLAIM : _____

THIS DEED OF GUARANTEE made this _____ day of _____ between the Bank of _____ (hereinafter called “the Bank”) of the one part, and Department of Urban Development, Government of Uttar Pradesh, 824, Bapu Bhawan, Uttar Pradesh Secretariat, Lucknow, Uttar Pradesh (hereinafter called “the Department”) of the other part;

WHEREAS _____ (hereinafter referred to as “the SIP”) has engaged with the Department for management of Citizen Services and signed an agreement in this effect.

NOW THIS DEED WITNESSES as follows:

1. In consideration of having issued the above Agreement No. _____ dated _____ by the Department to the State Implementation Partner, the Bank as also its successors and assigns, do hereby bind itself unconditionally and irrevocably that in the event of any default or failure on the part of the SIP to observe all or any of the conditions of the Agreement terms the Bank shall on first demand by the Department without protest, demur, or proof and without reference to the SIP and irrespective of and notwithstanding any contestation by the SIP or the existence of any dispute, whatsoever between the Department and the SIP pay forthwith to the Department or its successors and assigns any sum upto INR _____ (in words) that the Department demands.

2. The Bank further agrees that this guarantee shall constitute an independent and autonomous contract between the Bank and the Department and shall not in any way be affected by any dispute or difference between you and the Company under/and in connection with the aforesaid Agreement No. _____ dated _____.

3. Finally, the Bank confirms that a mere letter from the Department under the signature of its Authorized Signatory that there has been a default/failure on the part of the SIP as above, shall without any other or further proof be final, conclusive and binding on the Bank.

4. Notwithstanding anything contained herein above the Bank's liability under the bank guarantee shall not exceed INR _____. (in words).

This Bank Guarantee shall remain in force up to _____ and all claims hereunder should be received by the Bank within 120 (One Hundred Twenty) days after said date i.e. on or before _____ and unless such claim is received in writing on or before the said day i.e. _____, all the rights of the Department under this guarantee shall be forfeited.

Yours faithfully,

For _____(Name of the Bank)

()

ANNEXURE – 22 Covering Letter for Financial Bid

(To be submitted on the Company's Letterhead along with the Financial Bid)

To,
The Principal Secretary
Department of Urban Development
Government of Uttar Pradesh
824, Bapu Bhawan, UP Secretariat.
Lucknow, Uttar Pradesh

Dear Sir,

Re: _____ dated _____ for
request for proposal for Citizen Services for all the Municipal Corporations in Uttar Pradesh.

Having examined the requirements and instructions mentioned in the RFP, we, the undersigned, offer to provide the required solution in conformity with the said requirements as may be ascertained in accordance with the Bill of materials attached herewith and made part of this Bid.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Department up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

For (the Bidder)
Authorised Signatory Name :
Designation:
Signature with Office Seal:
Place:
Date:

ANNEXURE -23 Financial Bid Format

Bidders are required to submit the financial bids as appended in Annexure-23.
(Price to be quoted including 18% GST)

S. N	Mode of Payment	Per Transaction Unit Rate (Rs.)	Weightage	Weighted Rate
A	B	C	D	E (C X D)
1	Citizen Facilitation Centre (CFC) Over the Counter Services delivery (Collection of funds, document collection and document delivery)		0.5	
2	Doorstep Services Delivery (Collection of funds, document collection, document delivery)		0.4	
3	Premium Lounge at CFC	Flat fee per transaction	0.1	
	Total		1.0	
	Weighted Average Rate (Sum of Column E). This will be taken as the Financial Bid for QCBS Evaluation Purpose			
	Weighted Average Rate in Words			

Note:

1. The amount should be fixed flat rate per transaction irrespective of the position / location in which the personnel shall be deployed / work carried out.
2. The Bidder should quote rate per Transaction only. One transaction will generally mean the exchange of service i.e. deposit of taxes or collection of document and delivery of document.
3. The bidder will not be paid for Non-monetary transaction i.e. complaints etc.; receipts cancelled due to the mistake by the Data Entry Operator; wrong punching by the Data Entry Operator.
4. The rate quoted by the bidder should be inclusive of supply / services rendered of manpower, hardware, maintenance of hardware, consumables, housekeeping of CFCs, CCTVs etc. as per the scope of the works. The rates should be inclusive of all taxes and duties (@18% GST).
5. The weighted value shall be used only for Bid Evaluation Purpose however the Selected Bidder shall be paid strictly as per "Per Transaction Unit Rate" as quoted in Column C above and not as per any weighted rate.

AGREEMENT FOR CITIZEN FACILITATION & DOORSTEP SERVICES

THIS AGREEMENT ("Agreement") is made at Lucknow on theday of2019;

BY AND BETWEEN

On behalf of the Urban Development Department of Government of Uttar Pradesh, Regional Centre for Urban & Environmental Studies, Lucknow (RCUES) having its office adjacent to Registrar office, Lucknow University, Lucknow, Uttar Pradesh. (hereinafter referred to as the "**First Party**") which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and assigns) of the First Part;

AND

..... a company incorporated and existing under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "**Second Party**") which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and assigns) of the Second Part.

Both RCUES Lucknow andare collectively referred to as "Parties" and individually as "First Party" or "Second Party" respectively.

WHEREAS:

- A. "First Party" is the nodal agency of the Government of Uttar Pradesh responsible for planning, training, formulation and implementation of various development programmes related to civic amenities to the urban population of Uttar Pradesh.
- B. Request for proposal (RFP) for State Implementation Partner for inclusive governance through Citizen Facilitation Centers ("CFC") had been issued by "First Party" which was published in the and newspaper on
- C. In response to the above RFP, "First Party" had received technical and financial proposals from various bidders and after the technical and financial evaluation, "Second Party" was declared as successful bidder pursuant to which Work Order reference No. dated..... was issued by "First Party" to "Second Party".
- D. Pursuant to the said work order, performance Bank Guarantee for an amount of Rs./- has been provided by "Second Party" to "First Party".
- E. Pursuant to the issuance of the Work Order and provisions of the bank guarantee, Parties are required to sign this Agreement between "First Party" and "Second Party" valid for a period of five years whereby "Second Party" has agreed to undertake certain Citizen Facilitation Services from Centers and Doorstep also against the consideration setout in the work order.
- F. "First Party" hereby appoints "Second Party" as the Implementation Partner for providing certain citizen centric services, more particularly described in Annexure-1 on the conditions laid down in this Agreement and in the appendix hereto enclosed and forming an integral part of this Agreement and "Second Party" accepts the said appointment.
- G. "Second Party" covenants to undertake the Citizen Facilitation and Doorstep services of "First Party" as mentioned in the Scope of Work provided in the RFP document and to perform, fulfill, comply with and observe all provisions, conditions and requirements of the RFP under this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS HEREUNDER:

1. **SCOPE OF WORK**

The Second Party shall be responsible for the following activities:

Setting up of CFC

- a. One CFC in each Municipal Corporation shall be setup by the "Second Party" as per location finalized by the "First Party" in consultation with the "Second Party".
- b. Location wise details of counters, BOQ is mentioned in **Annexure -2**. Space for the CFC shall be provided by "First Party".
- c. Second Party shall refurbish CFC as per agreed layout in the space provided by "First Party". However, civil construction, if any, shall be in the scope of "First Party".
- d. The CFCs shall be equipped with premium lounge with some add-on facilities. The CFC shall have good facade, ambience and amenities for citizens and responsive manpower.
- e. "Second Party" shall be responsible to provide following indicative facilities according to the CFC requirement.
 - i. Refurbishment of CFC as per layout;
 - ii. Counters as per mutually agreed layout;
 - iii. Premium lounge as per mutually agreed layout;
 - iv. Required I.T. and allied infrastructure;
 - v. Information / Help Desk Counter / Display Boards;
 - vi. Waiting Chairs for citizens to wait for their turn;
 - vii. Form Filling Platform for filling-up of forms;
 - viii. Various information Panels for sharing information regarding various services, required supporting documents and respective fees;
 - ix. Water Cooler, Dustbins etc.;
 - x. Special facilities/infrastructure for disabled/special people (Ramp, Wheel-chair etc.);
 - xi. Directional/instructional signages;
 - xii. Fire-fighting equipment;
 - xiii. First Aid-Box;
 - xiv. Public Utilities (Washroom - for staff and citizen);
 - xv. CCTV alongwith DVR system;
 - xvi. Access control system for accessing pre-scrutiny & application submission area;
 - xvii. Space for keeping records/documents;
 - xviii. Suggestion Box etc.;
 - xix. Waiting area;
 - xx. Refreshment facilities like Tea, Coffee for citizens availing premium lounge services;

2. **Manpower**

State Implementation Partner shall provide adequate manpower to execute and manage following activities in seamless manner with regard to the following cases:

- a. Case 1: In - Premise Over the Counter Services:
 - i. Application acceptance for various Citizen Services;
 - ii. Delivery of accepted applications to the respective Department;

- iii. Final delivery of services output, wherever required;
- iv. Collection of payments in respect of Government charges including service facilitation charges;
- v. Collection of payments in respect of other services e.g. utility bills, taxes and any other government dues as decided by "First Party" from time to time.
- vi. Payment will be accepted in the form of Cash/Cheque/DD/Credit card / Debit card.
- vii. Payment Gateway will be provided by the Government for accepting Government fee whereas for "Second Party" service Fee, "Second Party" will provide their own payment gateway.
- viii. Information Dissemination.
- ix. Others.

b. Case 2: Doorstep delivery of services based upon Appointments on Partner media on the entire Service spectrum envisaged:

- i. Appointment booking;
- ii. Coordination with applicant;
- iii. Visit to applicant as per appointment detail;
- iv. Application acceptance for various Citizen Services;
- v. Delivery of accepted applications to the respective department;
- vi. Final delivery of services output, wherever required;
- vii. Information Dissemination;
- viii. Others;

c. Case 3: Premium Services within CFC premises

- i. Application acceptance for various Citizen Services at premium lounge counters;
- ii. Delivery of accepted applications to the respective Department;
- iii. Final delivery of Services output, wherever required;
- iv. Collection of payments in respect of Government Charges including service facilitation charges;
- v. Collection of Payments in respect of other services e.g. utility bills, taxes and any other government dues as decided by "First Party" from time to time;
- vi. Payment will be accepted in the form of Cash/Cheque /DD/ Credit Card/Debit cards;
- vii. Payment Gateway will be provided by the Government for accepting Government fee whereas for "Second Party" service Fee, "Second Party" will provide their own payment gateway.
- viii. Information Dissemination.
- ix. Others.

3. Technologies:

"Second Party" shall provide the following as part of technological requirement:

a. Software:

- i. Common User Application suitable for offering Front End Application: Note: Applications whether proprietary or open source has to follow open standards and need to incorporate all necessary parameters of inter-operability, so as to address scalability and integration issues. The Implementing Partner also needs to host the Applications in a Government Certified Cloud Environment.
 - ii. Web application to schedule appointments for doorstep services;
 - iii. Token Management System at CFC locations for crowd control;
 - iv. Software for receiving and processing of payments through Cash/cheque / cards.
 - v. Application for acceptance of citizens feedback and acknowledgement.
 - vi. Integration with enterprise wide reconciliation system for financial management;
 - vii. Hosting of appointment Management. Token Management and Feedback System to be provisioned by "Second Party";
 - viii. Integration with existing applications with E-nagarSewa, other relevant departments and NIC. A list of such applications and or services is appended as Annexure of this RFP;
 - ix. Business logic & Integration support for all applications sourced by the Bidder;
 - x. MIS application for reconciliation.
 - xi. Internet connectivity will need to be provisioned by "Second Party".
- b. Hardware:**
- i. CFC wise IT Hardware - Computers, Printers, Scanners, UPS, Networking as per Annexure.

4. Technical Requirements

The bidder is required to provide the following as part of technical requirements;

- a. Electronic Token Management System for crowd control as under:**
 - i. Generation of electronic tokens to citizens regarding delivery of services at CFC location;
 - ii. Display of token numbers at a counter to guide citizens towards the counter where he/she will receive the service;
 - iii. Generation of tickets to CFC executives and their allocation to the counters;
 - iv. Direction to citizens towards their respective counters;
 - v. Providing data for statistical analysis regarding queue management.
- b. Application to schedule appointments for services:**
 - i. At CFC locations.
 - ii. Doorstep collections.
- c. Supply adequate number of the following devices for collection of payments:**
 - i. IT hardware - Computes, Printers, Scanners, UPS, Networking equipment.
- d. Digital Signage Solution to display:**
 - i. Important guidelines and promotions to citizens;
 - ii. Instructions to CFC executives;
 - iii. Loyalty and reward offer to citizens by "First Party";
- e. Application for accepting citizen feedback**
 - i. At CFC locations;

- ii. During doorstep collections;
- iii. Transaction security:
 - The secured mechanism should ensure fast and efficient transaction processing. The Bidder should have rule based real time Risk/Fraud Management capability;
 - Any information and /or data obtained by the selected Bidder from "First Party" or Citizens pertaining to payment for municipal taxes / charges shall be stored in a place physically secure from access by unauthorized persons;
 - Bidder shall ensure that appropriate security measures are put in place to protect "First Party" internal systems from intrusions and other attacks while citizen is making e-payments towards municipal taxes / charges, whether internal or external, e.g. message interception, tampering, redirection, or repudiation or while pulling data from or pushing data into "First Party" server;
 - Bidder will be responsible for maintenance of citizen and "First Party" information confidential;
 - Bidder and their resources will be responsible to keep all data and information regarding "First Party" and citizens confidential;

f. Compliance Requirements

- i. Throughout the period of engagement, "First Party" shall have the right at any time to inspect the selected Bidder's transaction records for "First Party" charges and associated Bidder's fees. Any such inspection shall be made by "First Party" or its designated audit expert, during regular business hours for all such accounts as per their discretion;
- ii. Selected Bidder shall retain authorization logs, non-repudiation logs and transaction records for the entire period of contract;
- iii. Bidder to include the detailed technical architecture with respect to "First Party" use case fitment as part of the technical bid document;
- iv. Bidder is encouraged to suggest any innovative upcoming technical solutions, which can be relevant for "First Party" collections from citizens;
- v. Detailed Project Plan and implementation roadmap should be included as part of the technical bid.

g. Scalability and Performance

- i. The solution should be highly scalable to support the initiation of transactions and projected (10% year on year growth) collection - transactions' volume across existing and upcoming channels;
- ii. The Bidder is responsible to arrive at the sizing independently. "First Party" will not be responsible for any assumption made by the Bidder with respect to the sizing;
- iii. In the event the sizing quoted by the Bidder does not meet the performance service levels, the Bidder will at its cost carry out the necessary upgrades/replacements;

- iv. The bidder is expected to design the solutions provided by him to support high variance in frequency as the volumes are not expected to be constant and may be subjected to variances in citizen behaviour due to year end, special offers by "First Party" or any other factor;
- v. The solutions provided by the Bidder should be scalable both horizontally as well as vertically.

h. Adaptability

- i. The system design and development should be such that the system is highly adaptable and can be modified (code, data, logic, queries etc.), if required, to meet any change in business needs;
- ii. The Bidder is expected to indicate whether the solutions provided by them are having modular architecture.
- iii. The system design and development by the Bidder should be such that the system promotes reusability e.g. the solution component can be re-tasked or used in a similar solution;
- iv. The Bidder is expected to define and maintain solution components in a repository with appropriate taxonomy and links to appropriate design / architecture document.

i. Disaster Recovery and Backup

- i. Bidder should ensure effective disaster recovery arrangements and should be able to restore data up-to-six months prior to the disaster event.

j. Integration Services

- i. The system design and development should be such that the system's behavior under normal and non-characteristic stage is predictable and repeatable regardless of system load, invalid input, or availability of resources. The Bidder is expected to indicate the reliability of the proposed solution components.
- ii. The solution should also provide for the utility to seamlessly integrate with other systems and applications, using a standard set of APIs.

5. Technical and Functional Support

Commencing on the date of implementation of the technology solutions provided by the Bidder will have to provide the following support service(s) to "First Party" during the term of this Agreement as part of project deliverables.

- a. Support Helpdesk** - selected bidder must provide a utility for logging incidents / issue by "First Party" staff in respect of the solution / service with audit log, assigning issues to Bidder's resource for resolution and measurement of response time.
- b. Technical Support:**
 - i. Delivery of bug fixes and patches;
 - ii. Debugging errors;
 - iii. Coding and customization support;

- iv. Installation of licensed third-party software/accessory, if necessary, for the functioning of the m-POS solution;
 - v. Access to the selected Bidder's technical support website / helpdesk e. mail for incidence report and follow-up by "First Party" till the resolution of the incidence by Bidder's resource;
 - vi. On-line support as and when required.
 - c. Functional Support-** Step by step walk through by the Bidder's project team to "First Party" staff across departments in respect of all the modules.
 - d. Problem Management and Escalation**
 - i. "First Party" expects the Bidder to provide reports on application downtime and an audit log of all issues that have been raised and closed/pending closure by the Bidder;
 - ii. The frequency of the report would be Daily, weekly, monthly, quarterly and yearly, according to a pre-defined timeline;
 - iii. The bidder is expected to provide an application for logging issues. It should have an audit trail and updates for functionalities, and preferably have role-based access to the reconciliation module for the users;
 - iv. "First Party" should be able to retrieve the details of any issue logged and get the complete history of the issue including the enterer, date of entry, date and description. Status of resolution - open, close or re-opened with date and remarks etc.;
 - v. Bidder needs report incident and incident resolution report to escalation matrix from "First Party" provided by the department;
 - e. Development Support**
 - i. Subsequent to Go-live of the system, the Bidder shall have to comply with all existing and upcoming policies and other guidelines of "First Party" regarding user management, system access and data confidentiality for the period of engagement at no additional cost to "First Party".
 - ii. "First Party" may from time to time and depending on the business / operational requirements seek to implement functionalities, which may be possessed by the proposed solution but not made operational by the Bidder at the time of implementation. The Bidder must implement such functionalities at no additional cost to "First Party" up to a maximum of 5 man-days every service year for the period of engagement. This would also apply to any modification or change to the platform or any of its module for developing interface with other systems/ applications specified by the "First Party" during the period of engagement.
 - iii. Post implementation, subject to business requirements, "First Party" may issue change requests to the selected Bidder for the development of additional features/ customizations in the platform. The selected Bidder may be payable as per the terms of payment fixed in the commercial agreement between "First Party" and the selected Bidder for the development and delivery of the proposed solution. The rates and terms of payment shall be fixed and apply for the entire period of engagement. The "First Party" will not accept any rate other than the rates fixed in the commercial agreement.
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f. Legal requirements

- i. Persons / Agents deployed by the Bidder shall not be the employees of the "First Party" and the "First Party" shall not be responsible in any manner for payment of wage remuneration nor payment for PF, EPF due to such persons.
- ii. The selected Bidder must work as per the Service Level Agreements mutually agreed by "First Party" and the selected Bidder.
- iii. The selected Bidder should comply with the "First Party" guidelines in respect of minimum wages to manpower and labour management.

g. Engagement Model

- i. "Second Party" will be on-board technology and manpower service provider for the delivery of services, collection of payments and dissemination of information at CFC premises and through doorstep services on a transaction based model;
- ii. "First Party" shall enable the payments through the instruments as enumerated below:

Payment Instruments	Description of Usage
Cheque	Collection visual verification issuance of receipt post visual verification
Debit Card	Terminal Swipe and provide on acknowledgement post authorization
Credit Card	
Pre-paid card, if any	
First Party multipurpose card once implemented	Swipe interoperable closed loop card and provide an acknowledgement post authorization.

- iii. **Second Party** will source and provide technologies as mentioned in this Agreement. "Second Party" will have to supply manpower as per "First Party" requirements as per this agreement and shall be entitled to have outsourced manpower.
- iv. "First Party" intends to procure the technologies and devices on the enterprise license model i.e., the procurement of enterprise software license for the implementation, operationalization, maintenance and unlimited use of these technologies by "First Party"

5. Financials

The consideration payable to "Second Party" and financial terms applicable under this Agreement are set out in Annexure -3 attached herewith.

II ENTIRE AGREEMENT

This agreement, including any Exhibits and any Appendices thereto, constitutes the entire Agreement between "First Party" and the "Second Party". It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. This agreement may be amended only by a written instrument signed by both the parties. The captions in this agreement are for the convenience in identification of the several provisions and shall not constitute a part of this agreement nor be considered interpretative thereof.

III SEVERABILITY

Each paragraph, part, term or provision of this agreement is severable from the others. If any paragraph, part, term or provision of this agreement is construed or held to be void, invalid or unenforceable by any order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of this agreement shall not be affected thereby but shall remain in full force and effect.

IV RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between "First Party" and "Second Party" or First Party and Second Party Officers, Directors, Partners, Managers, Employee or Agents; "Second Party" subject to this agreement, has complete charge of personnel performing the services and shall be fully responsible for the services performed by it or on its behalf hereunder.

V DURATION OF THE CONTRACT

This agreement between "First Party" and "Second Party" in relation to services in respect of Citizen Facilitation and Doorstep Services is deemed to have commenced from and shall expire on

VI PREMISES

Premises for provision of services will be provided by First Party to Second Party. Second Party shall bear the cost of the required stationery and cost for printing of the certificates etc. Second Party shall have to deploy staff at location (s) in each of 17 Municipal Corporation.

VII PENALTY FOR DEFAULT

"Second Party shall adhere to all the service level standards of "First Party", deviation and/or refusal and/or non-performance towards any of the obligations described in the Scope of Service as elaborated in RFP would be treated as default of service of "Second Party" entitling "First Party" to terminate this agreement.

However, before exercising the above right of termination, "First Party" shall be required to give a written notice to the "Second Party", clearly listing out the breach, default or non-performance. The termination will be effective only in the event, "Second Party" fails to remedy or rectify such breach within 30 (thirty) days from the receipt of such written notice. In the event, "Second Party" rectifies the breach, default or non-performance within the notice period, the termination notice shall cease to exist, and this agreement shall continue to operate.

VIII TERMINATION OF THE AGREEMENT

Each Party shall be entitled to terminate this agreement by giving 3 months advance written notice to the other party without assigning any reasons. During the said period

of 3 months, in addition to the operation of the project, the post termination formalities shall also be completed.

IX INDEMNIFICATION

Each party shall indemnify, defend and hold the other party harmless from any and all claims, demands, causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against non-defaulting party by reason of or arising out of the defaulting party's gross negligence or willful misconduct with respect to the obligations and activities under this agreement.

Provided that neither party shall be liable for any indirect, consequential, punitive, collateral and incidental damages / losses suffered.

Further provided that "Second Party" entire liability and "First Party" remedy for damages from any cause whatsoever, regardless of whether in tort or under contract shall not exceed the payment of Rs. 10 per transaction for citizen services and Rs. 5 per transaction for doorstep services.

X CONFIDENTIALITY

The parties shall treat all the information, records, reports, technical data, financial data, contracts, agreements, maps, drawings and any other documents provided to them for performing their responsibilities and obligations to execute and complete the project as confidential and not disclose to others during or subsequent to the duration of this agreement, except as necessary to perform this agreement.

Nothing above, however, shall prevent the parties from disclosing to others or using in any manner information, which the disclosing party can demonstrate:

- a. Has been published and has become part of the public domain other than by acts, omissions or fault of the receiving party, its employees, agents' contractors; or
- b. Has been furnished or made known to the receiving party by a third party (other than those acting directly or indirectly for or on behalf of "Second Party" or "First Party" as a matter of legal right without restrictions on its disclosure, or
- c. Was in possession of the receiving party prior to disclosure thereof by the owner of the information;
- d. Must be disclosed pursuant to any statute, law, regulation, ordinance, order or decree of any governmental authority having jurisdiction over a party or any of its employees, agents, and contractors.

Provided that obligation of confidentiality contained herein is subject to disclosures required from a party under any applicable law, a governmental or judicial order, provided, in case of such requirement, such a party will give prompt prior intimation of same to other party whose confidential information is required to be disclosed in order to enable such other party to obtain protective orders or waive compliance with this clause.

XI ADDITIONAL SERVICES

If "First Party" desires the "Second Party" to perform such additional services which are not within the Scope of Work as laid in the Annexure -1, then "Second Party" shall agree to perform such additional services on same rate per transaction and terms of the work order. However, if any additional hardware or software and necessary infrastructure is required for the said additional services, the same shall be provided by "First Party" or the cost of the same shall be paid by "First Party" to "Second Party"

XII INTELLECTUAL PROPERTY

All the intellectual property conceived, originated, devised, developed or created by the "Second Party", its agents, specifically for the purpose of rendering the services shall vest with "First Party". "First Party" as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the project. "First Party" shall have the copyright on all the reports, documents etc. authored, prepared or generated under the agreement during the services to be provided by the "Second Party".

"Second Party" shall have no claim to the data used and generated in the system and all data shall be handed over to the State Government at the end of the Contract. "Second Party" shall have no claim to the data used and generated in the system and all data shall be handed over to the State Government at the end of the contract, Second Party shall be bound by Non-Disclosure and Confidentiality clauses.

XIII Compliance with Laws

"Second Party" shall take due care that all its documents comply with all relevant laws and statutory regulations or ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of the orders of any court of record, as may be in force and effect during the subsistence of this agreement.

XIV DISPUTE RESOLUTION

Any dispute difference or controversy of whatever nature between the parties, howsoever, arising under, out of or in relation to this agreement (the dispute) shall in the first instance be attempted to be resolved amicably through mutual consultation and good faith discussion by the senior level representative of both the parties.

However, if the dispute is not resolved through mutual discussions within a period 15 days from the date of raising of the same by the disputing party, the same shall be resolved by arbitration to be conducted by a sole arbitrator to be appointed by the parties mutually. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Lucknow and language of arbitration shall be English.

The parties agree that the decision or award resulting from arbitration shall be final and binding upon the parties.

Pending submission of and/or decision on a dispute, and/or until the arbitral award is published; the parties shall continue to perform their respective obligation under this agreement, which shall be without prejudice to a final adjustment in accordance with such award.

XV WAIVER

Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under this agreement.

1. shall not operate or be considered to operate as a waiver of any other or subsequent default hereof or of any other provision(s) or obligation(s) under this Agreement.
2. shall not be effective unless it is in writing and executed by a duly authorized representative of such party; and
3. Shall not affect the validity or enforceability of this agreement in any manner.

Neither the failure by the either party to insist on any occasion upon the performance of the terms, conditions and provisions of the agreement or any obligation hereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this agreement.

XVI MODIFICATION

Modification of the terms and conditions of this agreement, including any modification of the scope of services, shall only be made by written agreement between the parties.

XVII NOTICES

Unless otherwise stated, notices to be given under this agreement including, but not limited to a notice of waiver of any term, breach of any term of this agreement and the termination of this agreement, shall be in writing and shall be given in mandatory form in registered post with AD in addition to other mode such as hand delivery, recognized courier, mail, e-mail, telex or facsimile transmission and delivered or transmitted to the parties at their respective address mentioned in this agreement.

XVIII ASSIGNMENT

No party shall assign its interests in the agreement without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignee shall release or discharge the assignor from any obligation under this agreement. "Second Party" shall be entitled to assign or transfer any of its rights and liabilities hereunder to any subsidiary or group entity with prior written consent of "First party"

XIX Sub Contractors

"Second party" may provide any or all the Services mentioned herein, with a local or a third party who could be of Indian or foreign or sister company, affiliate or subsidiary of "Second Party". Further independent third-party contractors/vendors may also be engaged by the "Second Party" for providing certain services required under the agreement.

XX GOVERNING LAW

This agreement is governed by and shall be construed in accordance with the laws of India.

XXI FORCE MAJEURE

Notwithstanding anything to the contrary, neither party shall be deemed to be in default nor liable to the other for any delay or non-performance of obligations under this agreement in the event and to the extent such delay or non - performance is due to an event of force majeure. Each party shall, without undue inform the other party of the occurrence event of Force Majeure faced by it, it's expected duration and cessation.

XXII HEADINGS

The caption and headings used in this agreement are inserted for convenience only and will not affect or govern the meaning or interpretation of this agreement.

XXIII COUNTERPARTS

This agreement shall be executed in two or more counterparts with each party retaining at least one counterpart. Each of such counter-part shall be deemed to be an original and all of which together shall be deemed to be one instrument.

XXIV SIGNATURES

This agreement shall be signed by both the parties. The date this agreement is signed by the last party (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. If a party signs but fails to date a signature (first party), the date that the other party receives the agreement signed by the first party will be deemed to be the date that the first party signed this agreement.

IN WITNESS WHEREOF this agreement has been executed by the duly authorized representative of the Parties hereto at the place and on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST
HEREINABOVE MENTIONED.

For and on behalf of..... (First Party)

By the hands of its authorized signatory

Authorized Signatory

Name: _____

Designation _____

Address _____

For and on behalf of..... (Second Party)

By the hands of its authorized signatory

Authorized Signatory

Name: _____

Designation _____

In the presence of:

1. _____

2. _____

Name :

Name :

Address

Address:

Sr. No.	Municipal Services
1	Property Tax and related services
2	Water Tax, water charges, sewerage Tax / charges
3	New Water Connection Charges
4	Temp Water Connection for Events
5	Drainage Connection
6	New Sewerage Connection
7	Birth Certificate
8	Death Certificate
9	Property Transfer by Heir without objection
10	Property Transfer by Heir with objection
11	Property mutation
12	Property Extract
13	Dog keeping License
14	Renewal of Dog Keeping License
15	Application for Hoardings and Other Advertising
16	Renewal Application of Advertising License
17	Bone skin warehouse
18	Mutton shop
19	Cattle (per animal)
20	Fine on animals in Kaazi House
21	Small animals (goats etc .) per day
22	Big animals (cow, horse etc .) per day
23	Electricity Power Permission (Licence given once)
	5 horse power
	15 horse power
	20 horse power
	more than 20 horse power

Sr. No.	Municipal Services
	Builders (Registered)
24	Hotel / Lodging / Guest House / Barat Ghar
25	3 Star Hotel
26	5 Star Hotel
27	Hotel Guest House (20 beds)
28	Hotel Guest House (more than 20 beds)
29	Hotel
30	Café , Restaurants, Eating House
31	Cold-drink / Ice-cream
32	Ice-cream Factory
33	Ice Factory
34	Bar & Beer
35	Local wine shop (per shop)
36	English wine shop (per shop)
37	Atta Chakki
38	Auto Rikshaw - Two Seater
39	Auto Rikshaw - Four Seater
40	Auto Rikshaw - Seven Seater
41	Mini Bus
42	Bus
43	Taanga
44	Rikshaw on Rent
45	Rikshaw (Own)
46	Thela
47	Haath Thela
48	Bullock cart
49	Trolly
50	Finance Company, Chit & Funds
51	Insurance Company per branch
52	Nursing Home (20 Beds)
53	Nursing Home (more than 20 Beds)
54	Maternity Home (20 Beds)
55	Maternity Home (more than 20 Beds)
56	Private hospitals
57	Pathology Centres
58	X-Ray Clinics
59	Dental Clinics
60	Private Clinic
61	Any Other Services

Location wise Indicative Bill of Materials

1. Bidders are required to ensure that the materials are compliant.

2. Apart from the following minimum given items, bidders must provide similar detail for all additional proposed items by adding at the bottom of the table.
3. Bidder need to fill the below table and submit as part of technical bid:-

S.N	Components	Numbers
1	Desktops	
2	Printers	
3	Scanner	
4	UPS 25 KVA	
5	PEO Switch – 24 Ports	
6	Network Rack	
7	Firewall	
8	Web Cameras	
9	Finger Print Scanner (Biometrics)	
10	Barcode Scanner	
11	Internet Connectivity – Primary Link	
12	Internet Connectivity – Secondary Link	
13	Patch Panel	
14	LAN Cabling with passive component	
15	Feedback Tablet	
16	CCTV Fixed Cameras	
17	CCTV DVR – 16 Channels	
18	Any other items required for proper functioning of the Front Office.	

Proposed Man Power

Manpower Deployment

Selected Bidder shall assess the resource requirements periodically to operate the Front Offices based on the transaction load for smooth implementation of project and to meet SLA .Service provider shall be free to propose an efficient team structure including project management team to ensure smooth operation during entire contract period. However, below mentioned resources are mandatory to be provided for efficient operations of Front Offices:

S.N	Manpower	Numbers
1	Manager	
2	Counter Operator	
3	Premium Lounge Operator	
4	Security Guards	
5	Supervisor	
6	Helper	

The working hours of the all centers will be 10AM to 6 PM; 6 days a week

Proposed Location Wise Bill of Material to be filled by Bidder

Proposed ICT infrastructure:

- a. The bidder has to compulsorily quote only single make & model no. for each proposed item of ICT hardware along with respective datasheets & MAFs.
- b. The bidder shall quote those makes and models of each hardware item which are not end of support or end of life in next 3 years from the date of bidding.
- c. The bidders are required to ensure that items are compliant as per given specifications.
- d. Apart from the following minimum given items, bidders must provide similar detail for all additional proposed items by adding at the bottom of the table.
- e. Bidder need to fill the below table and submit as part of technical bid:-

S.N	Components	Numbers	Compliance	Make	Model
1	Desktops				
2	Printers				
3	Scanner				
4	UPS 25 KVA				
5	PEO Switch – 24 Ports				
6	Network Rack				
7	Firewall				
8	Web Cameras				
9	Finger Print Scanner (Biometrics)				
10	Barcode Scanner				
11	Internet Connectivity – Primary Link				
12	Internet Connectivity – Secondary Link				
13	Patch Panel				
14	LAN Cabling with passive component				
15	Feedback Tablet				
16	CCTV Fixed Cameras				
17	CCTV DVR – 16 Channels				
18	Any other items required for proper functioning of the Front Office.				

Proposed Location Wise Man Power to be filled by Bidder

S.N	Manpower	Numbers
1	Manager	
2	Counter Operator	
3	Premium Lounge Operator	
4	Security Guards	
5	Supervisor	
6	Helper	
	Total	