

# SELECTION OF CONSULTANTS

## Request for Proposals

**Procurement of:**

*Development and Implementation of Online Building Plan Approval System*

**RFP No:** *[insert reference number from Procurement Plan]*

**Consulting Services for:** *Development and Implementation of Online Building Plan Approval System*

**Client:** *Directorate of Urban Local Bodies, Haryana*

**Country:** *India*

**Issued on:** *XX/XX/XX*



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**PART I**

**Section 1. Request for Proposal Letter**



## Request for Proposal Letter

### Consulting Services

**Name of Assignment:** *Development and Implementation of Online Building Plan Approval System*

**RFP Reference No.:** [as per the Procurement Plan]

**Country:** India

**Date:** \_\_\_\_\_

**To all interested agencies willing to participate in the bidding process.**

Dear Mr. /Ms.:

1. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): ***Development and Implementation of Online Building Plan Approval System***. More details on the Services are provided in the Terms of Reference (Section 7).
2. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:-*Not Applicable*
3. It is not permissible to transfer this RFP to any other firm.
4. A firm will be selected under *QCBS* procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank’s “[Procurement](#) Regulations for IPF Borrowers” (“Procurement Regulations”), which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract Time-Based)

5. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

*Director,*

*Director of Urban Local Bodies, Haryana, Panchkula.*

*Bay No. 11-14, Sector 4, Panchkula, Haryana*

*Tel.: +91 172 2570020: Fax: +91 172 2570021*

*[dulbhry@hry.nic.in]*

## Section 2. Instructions to Consultants and Data Sheet

### Instructions to Consultants

#### A. General Provisions

##### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the *loan* agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It

- excludes the Borrower's official public holidays.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
  - (k) "Government" means the government of the Client's country.
  - (l) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
  - (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
  - (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
  - (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides then shortlisted Consultants with all information needed to prepare their Proposals.
  - (p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
  - (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
  - (r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
  - (s) "SPD - RFP" means the Standard Procurement

Document -Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

- (t) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (u) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (w) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
- (x) “Service level agreement (SLA)” is the service level and performance commitment of a Service Provider/ Consultant to Client that defines the performance output and availability of the deliveries and installations under this RFP Requirements.
- (y) “OEM” means; the Original Equipment Manufacturer of any equipment / system / software / product which are providing such goods to the Client under the scope of the RFP

## 2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing

their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

### **3. Conflict of Interest**

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

#### **a. Conflicting Activities**

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

#### **b. Conflicting Assignments**

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

**c. Conflicting Relationships**

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

**4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5. Fraud and Corruption**

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any short listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

**6. Eligibility**

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility

requirements as established by the Bank in the applicable Procurement Regulations.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

**a. Sanctions**

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.

**b. Prohibitions**

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions for State-Owned Enterprises**

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

**d. Restrictions for Public Employees**

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of



Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) Their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower  
Debarment**

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

**B. Preparation of Proposals**

**7. General  
Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of  
Preparation of  
Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

**9. Language**

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.

**10. Documents  
Comprising the  
Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption

(including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**11. Only One Proposal**

11.1 The Consultant (including the individual members of any Joint Venture / Consortium) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture / Consortium member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

**12. Proposal Validity**

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

**a. Extension of Validity Period**

12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.
- c. Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the

proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**14. Preparation of Proposals Specific Considerations**

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.2 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

**15. Technical Proposal Format and Content**

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**16. Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Price Adjustment**

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local

inflation for remuneration rates applies if so stated in the **Data Sheet**.

- b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

### C. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals** 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or

initialed by the person signing the Proposal.

- 17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## **18. Confidentiality**

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the

Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

### **19. Opening of Technical Proposals**

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

### **20. Proposals Evaluation**

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 20.3 The consultant should qualify pre-qualification criteria as specified in Data Sheet
- 21. Evaluation of Technical Proposals**
- 21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22. Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.:-
- 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**
- 23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
  - (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract



signing; and

- (iv) Notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) Notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (3) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total

prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

- 24. Correction of Errors** 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

- a. Lump-Sum Contracts** 24.1.1 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, and so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

- 25. Taxes** 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality and Cost Evaluation**

- a. Quality and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

**D. Negotiations and Award**

- 28. Negotiations** 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's

representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

**a. Availability of Key Experts**

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical Negotiations**

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial Negotiations**

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

**29. Conclusion of Negotiations**

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the

Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

**30. Standstill Period**

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**31. Notification of Intention to Award**

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) Instructions on how to request a debriefing and/or

submit a complaint during the Standstill Period.

**32. Notification of Award**

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefore;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) Successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

**33. Debriefing by the Client**

Not Applicable

**34. Signing of**

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the

<b>Contract</b>	Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
	34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b> .
<b>35. Procurement Related Complaint</b>	NA
<b>36. Performance Security Deposit</b>	<p>36.1 The client shall deduct and keep an amount as mentioned in <b>Data Sheet</b> as performance security deposit from all the running bills submitted by the selected Agency. The same can be avoided in case the agency provides an upfront security deposit in the form of a Bank Guarantee in the name as mentioned in <b>Data Sheet</b> valid till the end of contract + 3 Months. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected SP shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.</p> <p>36.2 Failure of the successful firm to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event the Client may award the Contract to the 2nd ranked SP (Combined Evaluated firm), whose offer substantially responsive and is determined by the Client to be qualified to perform the services satisfactorily</p> <p>36.3 The Performance Security may be forfeited:</p> <p style="padding-left: 40px;">36.3.1 .If, the performance of the consultant during the currency of contract (assignment) is not satisfactory.</p>
<b>37. Bid Processing fee and Bid Security.</b>	<p>37.1 The SP shall furnish as part of its bid, the requisite bid processing fee and a Bid Security, if required, as specified in the <b>Data Sheet</b>.</p> <p>37.2 The requisite bid processing fee has to be paid in the method as detailed in Clause 37.3 hereunder or through financial instruments as detailed in Clause 37.4 hereunder.</p> <p>37.3 The Bid Security shall be in the amount specified in the <b>Data Sheet</b> and shall be denominated in Indian Rupees in favor of as specified in the <b>Data Sheet</b> and shall be paid in the form of following payment modes:</p>

### 37.3.1 Bank Guarantee

### 37.3.2 Demand Draft

37.4 The Bid security shall be in the amount specified in the **Data Sheet** and shall be from a Nationalized/Scheduled Bank in India.

37.5 To be submitted in its original form; copies will not be accepted; remain valid for a period of 90 days beyond the validity period of the bids; as extended, if applicable. Bid Security in original shall be submitted to Client's Office as specified in **Data Sheet** failing which the proposal will not be accepted

37.6 The Bid Security of all unsuccessful SPs except the 2<sup>nd</sup> Lowest/Ranked SP would be refunded by Client as promptly as possible of the SP being notified as being unsuccessful. The Bid Security, of the successful SP would be returned upon submission of Performance Bank Guarantee as per the format provided under annexure and signing of the agreement. However, if the SP wishes to get the performance security deducted from running account bills, then till the amount of Performance security withheld does not cross INR 20 Lakhs, the bid security of such SP shall not be refunded. The Bid Security of the 2<sup>nd</sup> Lowest/Ranked SP shall be returned once the agreement has been executed with the successful SP.

37.7 The Bid Security shall be forfeited in the following cases:

37.7.1 If the SP withdraws its Bid during the interval between the opening of proposal and expiration of the Bid Validity Period;

37.7.2 If the Selected SP fails to provide acceptance of LOA/LOI within stipulated time;

37.7.3 If the Selected SP fails to provide the Performance Security within the stipulated time or any extension thereof provided under the contract and/or LOA/LOI by the Client.

37.7.4 If the Selected SP fails to sign the Contract for any reason.

37.7.5 A SP engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP

37.7.6 The SP has made a material misrepresentation or has furnished any materially incorrect or false information.

37.7.7 The SP does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Bid.

37.7.8 If the SP refuses to accept the correction of errors in his Bid.

**38. JV/  
Consortium**

38.1 The SP for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the project. The term 'SP' used herein would apply to both a single Entity and a Consortium.

38.2 No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of Client.

38.3 No SP applying individually, or as a member of a Consortium, as the case may be, can be member of other consortia bidding for the project.

38.4 In the event the SP is a Consortium, it shall, comply

38.5 Number of members in a consortium shall not exceed 2 (Two) including the Lead Member

38.6 The Members of the Consortium shall nominate one member as the Lead Member

38.7 The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.

38.8 The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.

38.9 The Members of the Consortium shall submit a declaration consisting of the following:

38.9.1 Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of



expertise

38.9.2 Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,

38.9.3 Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.

38.10 All SPs shall be jointly & severally responsible for complete scope, Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of Client. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of Client. In the event Client does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.

38.11 All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case maybe, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.

**39. Right to reject any or all Bids**

39.1 Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award, without thereby incurring any liability to the affected SP or SPs or any obligation to

inform the affected SP or SPs of the grounds for its action.

39.2 Client reserves the right to verify all statements, information and documents submitted by the SP in response to the RFP or the Bidding Documents. Failure of the Client to undertake such verification shall not relieve the SP of its obligations or liabilities hereunder nor will it affect any rights of the Client there under.

39.3 Any misrepresentation or furnishing an improper response shall lead to disqualification of the SP.

39.4 Further, in case disqualification or rejection occur after appointment of Selected SP or in case the selected SP does not sign the Agreement, then the Client shall take any such measure as it deems fit in the sole discretion, including annulling the Bidding Process and proceeding with re-tendering the Project

## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	A. General
1 (b)	<i>Republic of India</i>
2.1	<p><b>Name of the Client:</b>            Director,            Director of Urban Local Bodies, Haryana, Panchkula.            Bay No. 11-14, Sector 4, Panchkula, Haryana            Tel.: +91 172 2570020: Fax: +91 172 2570021            [dulbhry@hry.nic.in]</p> <p><b>Method of selection:</b> Quality and Cost Based Selection as per the Procurement Regulations (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b>            Yes (The technical and financial proposal has to be submitted in separate envelope)</p> <p><b>The name of the assignment is:</b>            Development and Implementation of Online Building Plan Approval System</p>
2.3	<p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date of pre-proposal conference: _____</p> <p>Time: 03:00 PM</p> <p>Address: Director of Urban Local Bodies, Haryana, Panchkula.            Bay No. 11-14, Sector 4, Panchkula, Haryana            Tel.: +91 172 2570020: Fax: +91 172 2570021            E-mail: dulbhry@hry.nic.in</p> <p>Contact person/conference <b>coordinator:</b> XXXX +91- 0000000000</p>

2.4	<b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>N/A</u></b>
4.1	<b>No "<i>Unfair Competitive Advantage</i>" applies to the selection process all the information is given in TOR.</b>
6.3.1	<b>A list of debarred firms and individuals is available at the Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></b>
<b>B. Preparation of Proposals</b>	
9.1	<p><b>This RFP has been issued in the English language.</b></p> <p><b>Proposals shall be submitted in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern. Any Document which is not accompanied by translation in English language shall not be considered in the evaluation process.</b></p> <p><b>All correspondence exchange shall be in English language.</b></p>
10.1	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <p>(1) Power of Attorney  (2) TECH 1 to TECH 9  (3) RFP Form 1 to Form 18</p> <p><i>*Code of Conduct (ESHS) [Note to Client: include this for supervision of civil works contracts: The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.]</i></p> <p>Bid Security Form</p>

	<p><b>AND</b></p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b></p> <p>FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM</p> <p>FIN-2 SUMMARY OF COSTS</p> <p>FORM FIN-2 SUMMARY OF COSTS</p> <p>FORM FIN 2 A-BREAKDOWN OF IMPLEMENTATION COST</p> <p>FORM FIN2B-BREAKDOWN OF OPERATIONS AND MAINTENANCE COST</p> <p>FORM FIN2B1 - OPERATIONS AND MAINTENANCE 1ST YEAR COST</p> <p>FORM FIN3 -BREAKDOWN OF OTHER COSTS (FOR PRICE DISCOVERY)</p> <p><b>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</b></p>
<b>10.2</b>	<b>Statement of Undertaking is required : Yes</b>
<b>11.1</b>	<b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible : No</b>
<b>12.1</b>	<b>Proposals must remain valid for 120 days after the proposal submission deadline.</b>
<b>13.1</b>	<p><b>Clarifications may be requested no later than 14 days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:</p> <p>Director of Urban Local Bodies, Haryana, Panchkula.</p> <p>Bay No. 11-14, Sector 4, Panchkula, Haryana</p> <p>Tel.: +91 172 2570020: Fax: +91 172 2570021</p> <p>E-mail: dulbhry@hry.nic.in</p>
<b>14.1.1</b>	<b><i>“Not Applicable”</i></b>
<b>14.1.2</b>	<b><i>“Not Applicable”</i></b>

<b>14.1.3</b>	<b><i>“Not Applicable”</i></b>
<b>14.1.4 and 27.2</b>	<b><i>“Not Applicable”</i></b>
<b>15.2</b>	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
<b>16.1</b>	<ul style="list-style-type: none"> <li>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> <li>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, including overheads and back-stop support;</li> <li>(4) communications costs;</li> <li>(5) cost of reports production (including printing) and delivering to the Client;</li> <li>(6) other allowances where applicable and provisional or fixed sums (if</li> <li>(7) Other miscellaneous expenses</li> </ul>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates:</b> No
<b>16.3</b>	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>The Client will</p> <ul style="list-style-type: none"> <li>-reimburse the Consultant for indirect local taxes such as GST-Yes</li> <li>-reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant–No</li> </ul>
<b>16.4</b>	<b>The Financial Proposal shall be stated in Indian Rupees (INR)</b>
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<b>The Consultants “shall not” have the option of submitting their Proposals electronically.</b>

17.4	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original and (1) copies;</p> <p>(b) <b>Financial Proposal:</b> one (1) original.</p>			
17.7 and 17.9	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date:</b> ____ day/month/year [for example, 15 January 2011]</p> <p><b>Time:</b> ____ [insert time in 24h format, for example, “16:00 local time”]</p> <p>Director of Urban Local Bodies, Haryana, Panchkula.          Bay No. 11-14, Sector 4, Panchkula, Haryana          Tel.: +91 172 2570020: Fax: +91 172 2570021          Email ID : dulbhry@hry.nic.in</p>			
19.1	<p><b>An online option of the opening of the Technical Proposals is offered:</b> No</p> <p><b>The opening shall take place at:</b> Same as the Proposal submission address</p> <p><b>Date:</b> same as the submission deadline indicated in 17.7.</p> <p><b>Time:</b>[insert time in 24h format, for example – “16:00 local time”]</p>			
19.2	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals : N/A</b></p>			
20.1	<p><b>Pre-Qualification Criteria (PQC) to identify the responsive bids:</b></p> <p>The following is the requirement of submission of information pertaining to Qualification of the SP. DULB, Haryana shall evaluate the following information submitted by the SP. DULB, Haryana retains the right to seek clarifications with respect to the submission of Qualification Proposal by the SPs. The SPs would be required to meet the evaluation criteria on each of the following mentioned qualification requirements.</p> <p><b>No Consortium or Joint Venture is allowed.</b></p> <p>Bids that meet the below given pre-qualification criteria would be considered as qualified to be taken up for Technical evaluation.</p> <table border="1" data-bbox="430 1816 1396 1858"> <thead> <tr> <th data-bbox="430 1816 539 1858">Sr.</th> <th data-bbox="539 1816 1040 1858">Pre-Qualification Criteria</th> <th data-bbox="1040 1816 1396 1858">Documents to be</th> </tr> </thead> </table>	Sr.	Pre-Qualification Criteria	Documents to be
Sr.	Pre-Qualification Criteria	Documents to be		

No.		Furnished
1.	<p><b>Legal Entity:</b> The SP may be a company, limited liability partnership (LLP); partnership firm validly incorporated and/or registered under the laws of India, and is competent to Contract.</p>	<p>SP should submit the following: RoC, Company Registration Document, Copy of GST Registration Certificate &amp; Copy of PAN.</p>
2.	<p><b>Local Office :</b> The SP must have a Project office in the Haryana State or should furnish an undertaking that the same would be established within one month of signing the contract.</p>	<p>Undertaking in this regard by the authorized signatory of the SP.</p>
3.	<p><b>Turnover :</b> The SP should have a minimum turnover of Rs. 5 Crores in IT/ITeS Services, average during the last three financial years i.e., 2020-21, 2021-22 and 2022-23.</p> <p>Note: Turnover in areas other than mentioned above; shall not be considered for evaluation.</p>	<p>SP should submit the following:</p> <p>a) Copies of Certified audited Balance sheet / Profit &amp; Loss statement.</p> <p>b) And Certificate from the statutory Auditor/Certificate from CA regarding this condition.</p>
4.	<p><b>Turnover :</b> The SP should have positive Net Worth in during the last</p>	<p>a) Extracts from the audited Balance sheet and</p>



	three financial years i.e., 2020-21, 2021-22 and 2022-23.	Profit & Loss Account. b) Certificate from the statutory auditor regarding this condition.
5.	The SP must have an experience of working for any building plan approval system for any Urban, T&CP or other government organizations/departments.	SP should submit the following: a) SP should submit the PO / Work orders.  b) Project Completion/ Client Satisfaction Certificate from the client. OR Self-Declaration with Payment receipts against the order
6.	The SP should have experience in execution of Turnkey IT/ITeS Development & Services based projects in any ULBs/State Urban Department/Govt. Organization in India, having project value of at least 2 Crore (Completed/Ongoing).	SP should submit the following: a) SP should submit the PO / Work orders.  b) Project Completion/ Client Satisfaction Certificate from the client. OR Self-Declaration with Payment receipts against the order
7.	<b>Blacklisting:</b>	Self-Declaration

	The SP should not be blacklisted/barred by any Central/State Government, Ministry or any Parastatal Agency for breach of Contractual Conditions in last 5 years as on RFP Issue Date.	Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head.
8.	<b>Manpower strength :</b> The SP should have a minimum strength of 100 IT professionals on the payroll of the company.	SP should submit the self-declaration letter by the authorized signatory (HR head of the company).
9.	<b>Corrupt or Fraudulent practices:</b> The SP shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices by any of the Government agencies as on the date of submission of the bid.	Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head.
10.	<b>Empanelment :</b> The SP must be Empanelled with NIUA for implementation of UPYOG platform.	Submit valid documents, issued from NIUA
<p>The SPs are mandated to submit documentary evidence of the parameters being evaluated, failing which bids shall be out rightly considered as disqualified.</p> <p>The SPs MUST ensure that all scanned documents are legible. Non-legible text may lead to disqualification of the document.</p> <p>SPs should ensure that the information sought for the evaluation can be easily inferred from the submitted documents. For this, all SPs are required to properly paginate and create a table of content for all project related documentation which they intend to submit. Documents related to a single project should be clubbed together instead of presenting it in a jumbled up manner.</p> <p>All SPs are required to attach only the relevant number of projects required against evaluation parameters (after properly reading the requirement). SPs are discouraged from submitting a huge lot of irrelevant projects with an</p>		

	underlying malafide intention to confuse the bid evaluation team.																	
<b>21.1</b> (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:																	
	<b>27. Technical Evaluation Framework</b>																	
	The scoring criteria to be used for evaluation shall be as follows:																	
	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Parameter</th> <th>Max Score</th> <th>Document Required</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Resource Capability – The SP must have at least 100 dedicated team of professionals under their payroll to execute such project. <ul style="list-style-type: none"> <li>100-150 Manpower – 2 Marks</li> <li>150+ Manpower – 5 Marks</li> </ul> </td> <td>5</td> <td>HR Declaration letter on Company letter head</td> </tr> <tr> <td>2.</td> <td>Certifications The SP is to possess following certifications, which are valid at the time of bidding. <ul style="list-style-type: none"> <li>ISO 9001 - 2 Marks</li> <li>ISO 20000 - 2 marks</li> <li>ISO 27001 - 2 marks</li> <li>CMM Level 3 &amp; Above– 4 Marks</li> </ul> </td> <td>10</td> <td>Valid certificate from the issuing authority needs to be attached.</td> </tr> <tr> <td>3.</td> <td>The SP should have experience in execution of Turnkey IT/ITeS Development &amp; Services based projects in any</td> <td>15</td> <td>SP should submit the following: a) SP should submit the PO / Work orders.</td> </tr> </tbody> </table>			Sr. No.	Parameter	Max Score	Document Required	1.	Resource Capability – The SP must have at least 100 dedicated team of professionals under their payroll to execute such project. <ul style="list-style-type: none"> <li>100-150 Manpower – 2 Marks</li> <li>150+ Manpower – 5 Marks</li> </ul>	5	HR Declaration letter on Company letter head	2.	Certifications The SP is to possess following certifications, which are valid at the time of bidding. <ul style="list-style-type: none"> <li>ISO 9001 - 2 Marks</li> <li>ISO 20000 - 2 marks</li> <li>ISO 27001 - 2 marks</li> <li>CMM Level 3 &amp; Above– 4 Marks</li> </ul>	10	Valid certificate from the issuing authority needs to be attached.	3.	The SP should have experience in execution of Turnkey IT/ITeS Development & Services based projects in any	15
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3.	The SP should have experience in execution of Turnkey IT/ITeS Development & Services based projects in any	15	SP should submit the following: a) SP should submit the PO / Work orders.															

	<p>ULBs/State Urban Department/Govt. Organization in India, having project value of at least 2 Crore (Completed/Ongoing).</p> <p>5 marks per project (upto a maximum of 3 projects)</p>		<p>b) Project Completion/ Client Satisfaction Certificate from the client. OR Self-Declaration with Payment receipts against the order</p>
4.	<p>The SP should have an empanelment with NIUA for implementation of Upyog platform and must have completed training imparted by NIUA for implementation of Upyog.</p> <ul style="list-style-type: none"> <li>• Training Completed – 10 Marks</li> </ul>	10	<p>Submit valid documents, issued by NIUA</p>
5.	<p>The SP should have successfully implemented UPYOG (BPMS Module) Application – 10 Marks</p>	10	<p>SP should submit the following:</p> <ol style="list-style-type: none"> <li>SP should submit the PO / Work orders.</li> <li>Project Completion/ Client Satisfaction Certificate from the client.</li> <li>Details Write up and Screen shots of BPMS Applications to justify SP</li> </ol>

			knowledge and experience in this field.
6.	<p>Strategy &amp; Approach &amp; methodology to manage the work –</p> <p>a. Implementation Approach and Methodology (5 Marks)</p> <p>b. Detailed project plan to carry out work within the timelines (5 Marks)</p> <p>c. Identification of risks and mitigation strategy (5 Marks)</p> <p>d. Learning's from past work that would be extrapolated to the engagement (5 Marks)</p> <p>e. Understanding of Upyog Platform &amp; BPMS domain knowledge(10 Marks)</p> <p>f. Activities, sequencing, dependencies among activities (5 Marks)</p> <p>g. Resource planning, allocation and loading (5 Marks)</p>	40	<p>SP has to provide documents, write ups, testimonials supporting the given parameter.</p>
7.	<p>The SP should have experience in the Urban sector with long-term successful/ongoing assignments over the past 10 years in India.</p> <p>(ICT based implementation</p>	10	<p>SP should submit the following:</p> <p>a) SP should submit the PO / Work orders.</p> <p>b) Project Completion/ Client Satisfaction</p>

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">           &amp; Support projects at State Level only, having experience in Urban Sector)            5-10 Years = 5 Marks            10+ years = 10 marks         </td> <td style="width: 50%; padding: 5px;">           Certificate from the client.            OR            Self-Declaration with Payment receipts against the order            c) Details Write up of SP experience in Urban Sector to justify SP knowledge and experience in this field.         </td> </tr> </table> <p><b>Short listing of SPs</b></p> <p>The entire SP having scored more than 65 shall be considered as short-listed SP for financial evaluation in the second stage. However, if the number of such Pre-Qualified SPs is less than two, the Authority may, in its sole discretion, Pre-Qualify the SP(s) whose technical score is less than 65 percent marks even if such SP(s) do(es) not qualify in terms of RFP; provided that in such an event, the total number of Pre-Qualified and short-listed SPs shall not exceed two.</p>	& Support projects at State Level only, having experience in Urban Sector) 5-10 Years = 5 Marks 10+ years = 10 marks	Certificate from the client. OR Self-Declaration with Payment receipts against the order c) Details Write up of SP experience in Urban Sector to justify SP knowledge and experience in this field.
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	<p><b>Public Opening of Financial Proposals</b></p>		
<p><b>23.4</b></p>	<p><b>An online option of the opening of the Financial Proposals is offered: No</b></p>		
<p><b>23.5</b></p>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>A notice of the public opening of Financial Proposals will be published on the Client's website</p>		
<p><b>25.1</b></p>	<p>For the purpose of the evaluation, the Client will exclude:</p> <ol style="list-style-type: none"> <li>a. all local identifiable indirect taxes such as sales tax, excise tax, VAT, GST, or similar taxes levied on the contract's invoices; and</li> <li>b. all additional local indirect tax on the remuneration of</li> </ol>		

	<p>services rendered by non-resident experts in the Client’s country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p> <p>Contract Price to be quoted in Financial Bid, shall be inclusive of all taxes except GST, which shall be paid extra as applicable.</p>
<p><b>26.1</b></p>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupee</u></b></p> <p><b>The official source of the selling (exchange) rate is: <u>State Bank of India (SBI) B.C. Selling Rate of Exchange</u></b></p> <p><b>The date of the exchange rate is: <u>The last date for submission of proposals indicated in clause 17.7 and 17.9 of Data Sheet.</u></b></p>
<p><b>27.1</b> <b>(QCBS only)</b></p>	<p><b>Final Evaluation Using QCBS (80:20)</b></p> <p>After the Technical evaluation, the evaluation committee will evaluate each of the Technically Qualified SPs’ response based on technical and commercial parameters. The weightage of the technical and commercial parameters will be in the ratio of <b>80:20</b>, respectively. For calculation of the combined Technical and Price Score of all SPs, the following formula will be used:</p> <p><b>Total Score = Tn + Fn</b></p> <p>SP scoring highest “Total Score” will be given the highest priority and will be selected</p> <p>The lowest financial offer will be awarded 100 points. The Price scores of other SPs will be calculated as:</p> <p><b>Fn = (Fm/Fb) X 100</b> Where <b>Fn</b> = Normalized financial score of the SP under consideration <b>Fb</b> = Price quoted by the SP under consideration <b>Fm</b> = Lowest price quoted</p>
	<p style="text-align: center;"><b>D. Negotiations and Award</b></p>

28.1	<p><b>Expected date and address for contract negotiations:</b> <b>To be informed later</b></p>
32.1	<p>The successful Consultant <i>shall</i> submit the Beneficial Ownership Disclosure Form.</p>
34.2	<p><b>Expected date for the commencement of the Services:</b> <b>Date:</b> _____ <i>[insert month and year]</i> <b>at:</b> _____ <i>[insert location]</i></p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p><b>For the attention:</b> <i>Director</i></p> <p><b>Title/position:</b> <i>Director</i></p> <p><b>Client:</b> <i>Director of Urban Local Bodies, Haryana, Panchkula.</i></p> <p><b>Email address:</b> <i>dulbhry@hry.nic.in</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this Request for Proposal;</li> <li>2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and</li> <li>3. the Client’s decision to award the contract.</li> </ol>
36.1	<p>a) Amount of <b>Performance Security:</b> 10% of the project implementation cost will be valid for the entire duration of the contract.</p> <p>b) In favor of “<i>Director of Urban Local Bodies, Haryana, Panchkula.,</i>” Payable at <i>Panchkula</i></p>
37.1, 37.3, 37.4 & 37.5	<p>Bid Processing Fee: <b>INR 10,000 (INR Ten Thousand Only)</b> in form of DD/ Banker’s Cheque drawn in favor of “<i>Director of Urban Local Bodies, Haryana, Panchkula.,</i>” Payable at <i>Panchkula</i></p> <p>Bid Security: <b>INR 5,00,000.00/- (INR Five lakh Only)</b> in favor of “<i>Director of Urban Local Bodies, Haryana, Panchkula.,</i>” Payable at <i>Panchkula</i></p>



Both Bid Processing Fee and Bid Security should be submitted along with technical bid at:

Director,  
Director of Urban Local Bodies, Haryana, Panchkula.  
Bay No. 11-14, Sector 4, Panchkula, Haryana

**Any bid without Bid Processing Fee and/ or Bid Security shall be outrightly rejected and disqualified from further evaluation.**

### Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
	✓If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	✓If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Code of Conduct (ESHS)	
✓	✓	TECH-8	Consortium Agreement (if applicable)	
✓	✓	TECH-9	Format for sharing pre-bid queries	

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

Form TECH-1

**TECHNICAL PROPOSAL SUBMISSION FORM**

---

{Location, Date}

---

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals(RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

*{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.*

*{OR*

*If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant. }*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

---

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address} \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

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**FORM TECH-2****CONSULTANT'S ORGANIZATION AND EXPERIENCE**

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Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

**A - Consultant's Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

**B - Consultant's Experience**

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1. List only those assignments for which the Consultant or OEM was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in INR equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country }	{e.g., INR 1 mill/INR 0.5 mill }	{e.g., Lead partner in a JV A&B&C }
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... }	{e.g., municipality of....., country }	{e.g., INR 1 mill/INR 0.5 mill }	{e.g., sole Consultant }

**FORM TECH-3****COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

**FORM TECH-4****DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE**

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Understanding of scope of work and proven similar experiences
- c) Proposed Solution Architecture and Project Roll-out Plan
- d) Organization and Staffing }

a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) **Understanding of scope of work and proven similar experiences:** {Please explain your understanding of the scope and how and in what capacities have you implemented solutions similar to the stated thereby showing proven approach towards such implementations.}

c) **Proposed Solution Architecture and Project Roll-out Plan:** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

d) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}



**FORM TECH-5**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.





**FORM TECH-6  
(CONTINUED)**

Manpower: Roles & Responsibilities (Indicative)

The successful SP must position onsite/Offsite at least the following full time dedicated manpower for successful implementation of the outlined Scope of Work.

**A. Onsite Resources:**

Sr. No	Role	Resource Profile	Min. Qualification
1	Project Manager	<ul style="list-style-type: none"> <li>• Should have Min. 10 Years of relevant Experience in IT Project Management including experience in the following field/areas,</li> <li>• Skill Set: Project management</li> <li>• Languages known (Read, Write and Speak): Hindi, English</li> <li>• Experience in IT Consulting projects/ implementation in ULB/ e-Governance projects in Urban Sector.</li> <li>• Multiple stakeholder management experience in Government set-up.</li> <li>• Should have worked in at least 01 ULB project in similar domain or equivalent for at least two years</li> </ul>	<ul style="list-style-type: none"> <li>• M.E./ M. Tech or B.E./ B. Tech in Information Technology/Computer Science/Electronics Engineering with MBA</li> </ul>
2	Architect cum Building Plan Managers	<ul style="list-style-type: none"> <li>• Coordination with Department, Citizens, authorities, Working in CAD and provide training, Reporting to higher authorities, MIS Reports. This is a key team deployed onsite that helps in capacity building &amp; change management.</li> <li>• Languages (Read, Write and Speak): Hindi, English</li> <li>• Should be adept at representing the organization at high level meetings with the client</li> <li>• Excellent writing, communication, and multitasking Skills</li> </ul>	<ul style="list-style-type: none"> <li>• B. Tech (Civil)/B. Arch from a reputed Institute, 1-3 years of relevant experience</li> </ul>

**B. Offsite Resources**

Sr. No	Role	Resource Profile	Min. Qualification
1	Solution Architect	<ul style="list-style-type: none"> <li>• Should have Min. 08 Years of relevant Experience in Solution Architecture Designing using required skill set and fields/areas as mentioned below</li> <li>• Skill set: Distributed Computing, Java, API driven development, REST FULL API Development, Spring Frame Work, JavaScript, NodeJS, HTML 5</li> <li>• Experience in solution architecting, designing of IT solution/ software requirements, deliverables such as conceptual design, usability, external data interface requirements, data loading, maintenance plans</li> <li>• Experience in Distributed computing, Java, API driven Development, RDBMS, Restful web services, Spring Framework, JavaScript, NodeJS, HTML</li> <li>• Should have experience in microservice architectures</li> </ul>	<ul style="list-style-type: none"> <li>• M.E./ M. Tech or B.E./ B. Tech in Information Technology/Computer Science/Electronics engineering</li> </ul>
2	Full Stack & Application Developers	<ul style="list-style-type: none"> <li>• Should have Min. 08 Years of relevant Experience in Full Stack Application development using the skill set mentioned below-</li> <li>• Skill Set: Java, JavaScript, PHP, Spring JPA, REST API, Kafka and Python</li> <li>• Should have worked in at least 01 IT project as a Full stack/Application developer in Government set-up</li> <li>• Should have worked as a back-end developer with an in- depth understanding of the entire web development process (design, development, and deployment)</li> <li>• Should have experience in micro-service architectures.</li> <li>• Hands-on experience with programming languages like Java, JavaScript, PHP,</li> </ul>	<ul style="list-style-type: none"> <li>• M.E./ M. Tech or B.E./ B. Tech. In Information Technology/Computer Science/Electronics engineering or M.C.A</li> </ul>

3	DevOps & Cloud Monitoring Engineer	<p>Spring JPA,REST API, Kafka and Python</p> <ul style="list-style-type: none"> <li>• Should have Min. 08 Years of relevant Experience in DevOps &amp; cloud Monitoring using the skill set mentioned below</li> <li>• Skill Set: DevOps, Cloud Computing, Release Management, Repository Management, CI/CD in cloud architecture, Git, Maven, Jenkins</li> <li>• Should have worked in at least 1 IT project as a DevOps &amp; Cloud monitoring in Govt./ Enterprises set –up</li> <li>• Hands-on experience in Performing Release Management, Managing Repository, Security and Build tools, CI/CD in cloud architecture.</li> <li>• Experience with modern DevOps fundamentals, tools and techniques</li> <li>• Experience in CI/CD - Git, Maven and Jenkins</li> </ul>	<ul style="list-style-type: none"> <li>• ME/ M. Tech or BE/ B. Tech in Information Technology/Computer Science/Electronics engineering or M.C.A</li> </ul>
4	Database Administrator	<ul style="list-style-type: none"> <li>• Should have Min. 08 Years of relevant Experience in database management.</li> <li>• Skill Set : Postgres Database</li> <li>• Should have worked in at least 01 IT project as a Database Administrator in Govt./ Enterprises set -up</li> <li>• Hands-on experience in SQL /Postgres DBA. Database Tuning, backup, Archiving</li> <li>• Hands-on proven experience in Database Management, Storage &amp; Retrieval Mechanisms, XLS and Macros</li> </ul>	<ul style="list-style-type: none"> <li>• M.E./ M.Tech or B.E./ B.Tech in Information Technology/Computer Science/Electronics engineering</li> </ul>
5	Helpdesk Support Executive (internal and external purposes)	<ul style="list-style-type: none"> <li>• The ability to build a cohesive team and to manage people effectively.</li> <li>• Knowledge of managing helpdesk, fluent in local language, good typing skills. An understanding of the service desk and the ability to set the long-term direction of the team.</li> </ul>	<ul style="list-style-type: none"> <li>• Bachelor's Degree with B.E./B. Tech or MCA and relevant experience of 3 years</li> <li>• Bachelor's Degree with Relevant experience of 2 years(helpdesk support</li> <li>• Experience in ULB projects</li> </ul>

		<ul style="list-style-type: none"> <li>• Knowledge and understanding of relevant industry standards</li> </ul>	will be preferred
6	Tester	<ul style="list-style-type: none"> <li>• At least 3 years of experience in, Testing, Implementation and Maintenance of a multi-platform, multi-location, integrated computing and networking environment</li> <li>• Ability to use collaborative skills to work with application managers, database administrators, system administrators, and users etc</li> </ul>	<ul style="list-style-type: none"> <li>• M.E./ M.Tech or B.E./ B.Tech. in Information Technology/Computer Science/ Electronics engineering or M.C.A</li> </ul>

### C. Implementation Plan

The SP is required to furnish a comprehensive list detailing the minimum resources necessary for the successful implementation of the project, both onsite and offsite. The list should clearly outline the Name, roles and responsibilities of each resource, specifying their expertise and qualifications relevant to the project requirements. Additionally, the SP must ensure that the deployed resources possess the requisite skills and experience to effectively contribute to the project's objectives. By providing this detailed list, the SP will facilitate a clear understanding of the resource requirements and enable efficient project planning and execution.

S. No	Role	Number	Location
1.	Project Manager	01	Onsite
2.	Architect cum Building Plan Managers	01	Onsite
3.	Solution Architect	01	Offsite
4.	Full Stack & Application Developers	06	Offsite
5.	DevOps& Cloud Monitoring Engineer	01	Offsite
6.	Database Administrator	01	Offsite
7.	Tester	01	Offsite
	<b>Total</b>	<b>12</b>	

### D. Support Plan

The SP is mandated to provide an exhaustive list delineating the essential support resources indispensable for the successful execution of the project, both onsite and offsite. This catalog should distinctly specify the names, roles, and responsibilities of each resource, elucidating their expertise and qualifications pertinent to the project prerequisites. Furthermore, the SP must guarantee that the enlisted resources exhibit the necessary skills and experience vital for contributing effectively to the project's objectives. This detailed list will foster a lucid comprehension of the resource necessities, thereby facilitating streamlined project planning and execution.

S. No	Role	Number	Location
1.	Project Manager	01	Onsite
2.	Architect cum Building Plan Managers	10	Onsite
3.	Solution Architect	01	Offsite
4.	Full Stack & Application Developers	03	Offsite
5.	DevOps& Cloud Monitoring Engineer	01	Offsite
6.	Tester	01	Offsite
7.	Helpdesk Support Executive	10	Offsite
<b>8.</b>	<b>Total</b>	<b>27</b>	

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

1	Name of the Staff				
2	Current Designation in the Organization				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education	Degree(s)/ Diploma(s) )	Institution/ University	From (Year)	To (Year)
7	Summary of Key Training and Certifications				
8	Countries of Work Experience				
9	Language Proficiency	Language	Reading	Writing	Speaking
10	Employment Record (For the total relevant experience)	From	To	Employer	Position held
11	Total No. of Years of Work Experience				
12	Total No. of Years of Experience for the Role proposed				
13	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)				
	Name of assignment or project:				
	Duration (From Month and Year – To Month and Year) :				
	Location:				
	Client:				
	Positions held:				
	Main project features:				
	Work Undertaken				



Certifications

Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience
- (ii) I was not part of the team who wrote the Scope of Work for this RFP.
- (iii) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the project and the schedule set out in the Proposal.

Or [If the CV is signed by the firm's authorized representative and the written agreement Attached]

I, as the authorized representative of the firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named resource to submit his/her CV, and that I have obtained a written representation from the expert that he/she will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of Personnel or authorized representative of the firm] Day/Month/Year

Full name of authorized representative:

**FORM TECH-7**

**Code of Conduct**

**Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Term of Reference **described in Section 7**

The Consultant shall submit an outline of how the Code of Conduct will be implemented.

**FORM TECH-8**  
**Consortium Agreement**

**DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM**

*[On Non-judicial stamp paper duly attested by notary public]*

This Memorandum of Understanding (MoU) entered into this day of [Date][Month] 2020 at [Place] among \_\_\_\_\_ (hereinafter referred to as "") and having office at [Address], India, as Party of the First Part and \_\_\_\_\_ (hereinafter referred to as "") and having office at [Address], as Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS DULB, HARYANA, has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in **Request for Proposal for Development and Implementation of Online Building Plan Approval System**

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - a. Submit a response jointly to Bid for the “**Request for Proposal for Development and Implementation of Online Building Plan Approval System**” as a Consortium.
  - b. Sign Contract in case of award.
  - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for “**Request for Proposal for Development and Implementation of Online Building Plan Approval System**” and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii The Parties shall be jointly and severally responsible and bound towards the Authority for

the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.

- iv ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
  - a. To ensure the technical, commercial and administrative coordination of the work package
  - b. To lead the contract negotiations of the work package with the Authority.
  - c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
  - d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- vi That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
- vii Party A: Party B:
- viii That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- ix That this MoU shall be governed in accordance with the laws of India and courts in Haryana shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) Witness:

i. \_\_\_\_\_

ii. \_\_\_\_\_

**FORM TECH-9****Format of sending pre-bid queries****NIT No:** -----

<b>SP's Request For Clarification</b>				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: +91 172 2570020: Fax: +91 172 2570021 Fax: Email: dulbhry@hry.nic.in	
<b>Sr. No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Content of RFP Requiring Clarification</b>	<b>Change Requested/ Clarification required</b>
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

**Note: SP(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.**

**RFP Form 1: Summary of Information**

<b>S. No.</b>	<b>Particular</b>		<b>Detail</b>
1	Company detail	Full legal name of SP company	
		Country of registration	
		Registered office address	
		Type of registration	
		Telephone number	
		Fax number	
		e-mail address	
		Company registration number	
		Company PAN	
		Company GST number	
2	Contact person detail	Name	
		Mobile number	
		Designation	
		e-mail id	
3	Power of attorney for signing of tender and contact details	Name	
		Title	
		Telephone number	
		Fax number	
		e-mail id	
4	RFP Document Fees	Demand draft number	
		Name of bank	
		Branch address of bank	
		Amount	
		Bank instrument	
5	EMD Details	Fixed Deposit Number	
		Name of bank	
		Branch address of bank	
		Amount	
		Bank instrument	
6	<p>For the SP state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India?</p>		

S. No.	Particular	Detail
	<p><b>Yes/No</b></p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the SP been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p><b>Yes/No</b></p> <p>(iii) Has the SP/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?</p> <p><b>Yes/No</b></p> <p>(iv) Has the SP been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p><b>Yes/No</b></p> <p>(v) Has the SP suffered bankruptcy/insolvency in the last five years?</p> <p><b>Yes/No</b></p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the SP might be not eligible for this assignment. However, if the SP feels that inspite of the above he is eligible, he should submit the documentary evidence in support thereof.</b></p>	
7	<p>Does the SP's firm/company combine functions as a Service Provider or adviser along with the functions as a contractor and/or a manufacturer?</p> <p><b>Yes/No</b></p> <p>If yes, does the SP agree to limit the SP's role only to that of a Service Provider/ adviser to DULB and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Assignment in any other capacity?</p> <p><b>Yes/No</b></p>	
8	<p>Does the SP intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Services?</p> <p><b>Yes/No</b></p> <p>If yes, does the SP agree that it will only be acceptable as Service Provider, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Assignment (including tendering relating to any goods or services for any other part of the Assignment) other than that of the Service Provider?</p> <p><b>Yes/No</b></p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Assignment and they agree to limit their role to that of Service Provider/ adviser for DULB only?</p> <p><b>Yes / No</b></p>	

	<p>(Signature, name and designation of the authorised signatory) For and on behalf of .....</p>
--	-------------------------------------------------------------------------------------------------



**RFP Form 2: Abstract of Eligible Assignments of the SP#**

<b>S. No.</b>	<b>Name of Project/Assignment</b>	<b>Name of Client</b>	<b>Estimated capital cost of Project/Assignment (Rs. in Millions)</b>	
(1)	(2)	(3)	(4)	
1.				
2.				
3.				
4.				

# The SP should provide details of only those projects/assignments that have been undertaken by it under its own name. The SP should furnish adequate evidence to support its claim of Eligible Assignments by providing Project Experience Certificate from Client. In case Client's Certificate is not available, SPs need to state reasons for same and Auditor's Certificate may be provided.

## Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of RFP.

\* The names and chronology of Eligible Projects/Assignments included here should be reflected in the project/assignment- wise details submitted in FORM-14

**Note:**

1. The SP may attach separate sheets to provide brief particulars of other relevant experience of the SP.
2. The certification of project experience shall be issued by concerned agency or client. The SP should furnish adequate evidence to support its claim of Eligible Experience detailed in Bid Response Sheets. The experience of projects under proposal stage or designing stage shall not be considered for technical qualification. Projects with valid project experience certificate shall only be considered during evaluation
3. Any SP consisting of a Single Entity should fill in details as Single Entity SP; the details need to be provided for each Entities /SPs.
4. The SP should furnish the details of Eligible Experience as on the date of submission of the Proposal.

**RFP Form 3: Financial Capability**

<<To be completed by the SP to demonstrate that they meet the requirements>>

<<On the letterhead of the Chartered Accountant >>

<<To be submitted along with Audited Financial Statements>>

<Location, Date>

The SP shall supply the following information in the format shown: - Financial Data

(a) .....

(b) Attach audited balance sheet including Auditor's Report for the past three years ending 31<sup>st</sup>

March 2023-24 for the immediate previous year, Provisional Certificate can also be provided

Firms owned by individuals and partnerships Firms, may submit their balance sheet certified by a qualified registered accountant, supported by copies of tax returns.

Summaries assets and liabilities in Indian Rupees for the past three years ending 31<sup>st</sup> March 2020 from the audited balance sheet.

Financial Information	Year 2022- 2023	Year 2021- 2022	Year 2020- 2021
	Rs. In Lakhs	Rs. In Lakhs	Rs. In Lakhs
1. Annual Turnover/ professional receipts from Similar type (Only Services) of Services of Applicant			
2. Net worth = Share Capital + Reserves and Surplus – Miscellaneous Expenditure – Revaluation Reserves  (if any)			

In case of difference from the audited annual reports, the audited figures will prevail.

**Certificate from the Statutory Auditor**

This is to certify that [name of company] [registered address] has received the payments shown above on account of Similar type of Service fees against the respective years.

Name of Audit Firm:

Name of Authorized Signatory Designation

Signature of Authorized Signatory Seal of Audit firm

Date:

Note:

1. In case the Service Provider does not have a Statutory Auditor, it may provide the certificate from its Chartered Accountant.

**RFP Form 4: Letter of authority to seek references**

(SPs shall provide details in the following format on SPs Letter Head)

**To**

**Director,  
Director of Urban Local Bodies, Haryana,  
Panchkula, Haryana**

Sub: - A letter of authority to seek references from bankers and previous / existing Employer's.

Name of Work- **Request for Proposal for "Name of Work."**

Dear Sir,

I/We "**SP's Name**" authorizes **State Urban Development Agency (DULB)** to collect information from our bankers and previous / existing Employer's.

Sign: Date: Stamp:

**RFP Form 5: STATEMENT OF LEGAL CAPACITY**

*(To be forwarded on the letter head of the SP)*

Ref.

Date:

To,

**Director,  
Director of Urban Local Bodies, Haryana,  
Panchkula, Haryana**

Dear Sir,

**Sub: “Request for Proposal for “Name of Work.”**

I/We hereby confirm that we, the SP, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (Insert individual’s name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory) For and on behalf of.....

*\*Please strike out whichever is not applicable*

**Note:- To be submitted in original duly signed with blue ink. Xeroxed/scanned will not be accepted and Application shall be summarily rejected.**

---

**RFP Form 6: FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**“Request for Proposal for “Name of work.” Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of this RFP, we have not acted in concert or in collusion with any other SP or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this RFP.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2020

Name of the SP

\_\_\_\_\_

Signature of the Authorised Person

\_\_\_\_\_

Name of the Authorised Person

**RFP Form 7: FORMAT FOR PROJECT UNDERTAKING****“Request for Proposal for “Name of Work.”**

Ref.

Date:

To,

**Director,  
Director of Urban Local Bodies, Haryana,  
Panchkula, Haryana**

**Sub:** “Request for Proposal for “Name of Work.”

We have read and understood the RFP Document in respect of the captioned Assignments provided to us by DULB.

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our RFP we hereby represent and confirm that our RFP is unconditional in all respects.
- (b) We are not barred by Government of India, Government of Haryana, or any state government or any of their agencies from participating in similar projects.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2024.

Name of the SP

\_\_\_\_\_

Signature of the Authorized Person

\_\_\_\_\_

Name of the Authorized Person

**RFP FORM8: FORMAT FOR AFFIDAVIT****“Request for Proposal for “Name of Work.”**

*(Affidavit should be executed on a Non Judicial stamp paper of Rs 100/- or such equivalent document duly attested by Notary Public)*

- 1) I, the undersigned, do hereby certify that all the statements made in the RFP and other documents incidental and in relation thereto are true and correct.
- 2) The undersigned also hereby certifies that neither our firm M/s .....nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of Government of India (GOI) or Government of Haryana (GOH) from participating in any projects.
- 3) The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by DULB to verify this statement or regarding my (our) competence and general reputation.
- 4) The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the DULB.

Signed by an authorized officer of firm

Designation of officer

Firm Name

Date



---

**RFP Form 9: FORM OF BANKERS CERTIFICATE**

This is to certify that the best of our knowledge and information that M/S /Sh. \_\_\_\_\_  
\_\_\_\_\_ having marginally noted address, a customer of our bank are/is  
respectable and can be treated as good for any engagements up to a limit of INR  
\_\_\_\_\_(INR\_\_\_\_\_). This certificate issued without any guarantee  
or responsibility on the bank or any of the officers.

(Signature) For the Bank

**NOTE:**

- Banker's certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

**RFP Form-10- SAMPLE POWER OF ATTORNEY**

**Power of Attorney**

*(To be executed on `100 Non Judicial Stamp Paper)*

Know all men by the represents, We, \_\_\_\_\_ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms \_\_\_\_\_ son/daughter/wife and presently residing at

\_\_\_\_\_, who is presently employed with us and holding the position of \*\*\*\*\* as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for RFP for ”Name of Work”. “proposed to be selected by DULB including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to DULB, representing us in all matters before DULB, signing and execution of all contracts and undertakings consequent to acceptance of our application and generally dealing with DULB in all matters in connection with or relating to or arising out of our Application and/or upon selection thereof us till the entering into of the Agreement with DULB.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF, 2024 For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Witnesses:

Notarized

1.

2.

Accepted

\_\_\_\_\_

Signature)

(Name, Title and Address of the Attorney)

*Notes:*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

**RFP Form–10- SAMPLE POWER OF ATTORNEY (contd.)**

**Lead Member has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium. (If applicable)**

**POWER OF ATTORNEY FOR LEAD MEMBER BY CONSORTIUM MEMBER**

DULB, HARYANA has invited Bids from interested companies for “**Request for Proposal for Selection of Implementing Services for Municipal Tax and Fee Improvement- Improvement in property Tax Collections**”(Project”).

Whereas, -----, and □ □ □ □ □ □□□ (collectively the "Consortium") being members of the Consortium are interested in offering for the services in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project.

Whereas, we have decided that M/s ..... shall be Lead Member of this Consortium.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, ----- having our registered office at-----, (hereinafter referred to as the "Member") do hereby designate, nominate, constitute, appoint and authorize ----- having its registered office at -----, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (herein after referred to as the "Attorney"). We here by irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf the Consortium and any one of us during the Bid process and, in the event the Consortium is awarded the Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium, including but not limited to signing and submission of all Applications, Proposals and other Documents and writings, participate in pre-proposal and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Consortium and generally to represent the Consortium in all its dealings with the DULB, Haryana and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the above Project and/or upon award there of till the Contract Agreement is entered into with the DULB, Haryana.

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

---

IN WITNESS WHEREOF WE THE MEMBER ABOVE NAMED HAVE EXECUTED THIS  
POWER OF ATTORNEY ON THIS... DAY OF .....20

For .....

(Name & Title)

Witnesses:

1. ....

2. ....

(To be executed by the Member of the Consortium)

**1. Note:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the SP should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the SP:

**RFP Form 11: INFORMATION ON LITIGATION**

<b>Sl. No.</b>	<b>Name of bidding entity</b>	<b>Name of agency with which litigation and brief subject</b>	<b>Estimated financial liability</b>

Signature of Authorised Signatory

### RFP Form 12: Particulars of Key Personnel

SPs shall provide **Organization chart** of administration and execution of **the contract** showing the **deployment of various key personnel at site** with details of individual tasks; **Curriculum Vitae (CV) of the key personnel showing** age, qualification and experience etc. in similar works and proposed to be deployed on Site

- (a) Organization chart (Provide as an organogram)
- (b) Key Personnel at Site: (Provide in the following format)

#### Particulars of Key Personnel

Sr. No.	Designation of Personnel	Name	Education Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of Firm	Employed Since	
1.	.....						
2.	.....						
3.	.....						
4.	.....						
5.	.....						
6.	Other related Experts*( <i>mention</i> )						

**RFP Form 13: Abstract of Eligible Assignments of Personnel**

<b>Sr. No.</b>	<b>Name of project/assignment*</b>	<b>Name of Client</b>	<b>Name of Firm for which the Key Personnel worked</b>	<b>Designation of the Key Personnel on the assignment</b>	<b>Date of completion of the assignment</b>

@ Use separate forms for each key Personnel.

\* The name and the chronology of the project/assignment included here should confirm to the project/assignment-wise detailed submitted in Form-15

**Note:** The SP may attach separate sheets to provide brief particulars of other relevant experience of the key personnel.



**RFP Form 14: Eligible Assignments of SP****Eligible Assignments of SP**

Name of SP:	
Name of the Project/Assignment:	
Description of services performed by the SP firm:	
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project/Assignment (in Rs. ):	
Start date and finish date of the services (month/ year):	
Brief description of the Project/Assignment:	

**Notes:**

1. Use separate sheet for each Eligible Project/Assignment and enclose Project Experience Certificate as described in Form-2 for each project/assignment.
2. The SP may attach separate sheets to provide brief particulars of other relevant experience of the SP.

**RFP Form 15: Eligible Assignments of Personnel**

**Eligible Assignments of Personnel**

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project/Assignment:	
Name of Firm where employed:	
Description of services performed by the Key Personnel (including designation)	
Name of client and Address:  (indicate whether public or private)	
Name, telephone no. and fax no.  of client’s representative:	
Estimated capital cost of the Project/Assignment  (in Rs. ):	
Start date and finish date of the services  (month/ year):	
Brief description of the Project/Assignment:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.  (Signature and name of Key Personnel)	

**Notes:**

1. Use separate sheet for each Eligible Project/Assignment.
2. The SP may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

**RFP Form 16: Format for Bank Guarantee for Earnest Money Deposit**

Ref:

Date:

Bank Guarantee No.

To

Director,

Director of Urban Local Bodies, Haryana, Panchkula.

Whereas <<Name of the SP>> (hereinafter called 'the SP') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>>(hereinafter called "the Bid") to State Urban Development Agency, Government of Haryana, Raipur.

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <DULB> (hereinafter called "the Purchaser") in the sum of Rs.

<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the SP having its bid withdrawn during the period of bid validity specified by the SP on the Bid Form; or
2. If the SP, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document;
  - or
  - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

- I. Our liability under this Bank Guarantee shall not exceed Rs.<<Amount in figures>>(Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to<<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal: Date:

**RFP Form 17: Format for Performance Bank Guarantee**

To,

Director,

Director of Urban Local Bodies, Haryana, Panchkula.

Whereas, <<name of the supplier and address>> (hereinafter called “the SP”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to DULB (hereinafter called “the beneficiary”)

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the SP shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

---

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words>only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

**RFP Form 18: Declaration of Non-Blacklisting**

<Location, Date>

To

Director,

Director of Urban Local Bodies, Haryana, Panchkula.

Dear Sir,

Sub.: Undertaking on the not Black-Listed Requirement

We\_\_\_\_\_hereby confirm that our firm/organization/company is not blacklisted by any Government organization/Central/State/PSU/ULB/Government Parasternal Bodies or its agencies for any reasons whatsoever as on date of submission of the bid for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or backing out from execution of contract after an award of work.

Sincerely yours

Name:

Designation:

SP Organization Name:

Date:

Seal:

**SAMPLE FORM FOR LETTER OF APPOINTMENT/AWARD****LETTER OF APPOINTMENT/INTENT/AWARD**

Ref:

Date:

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**KINDATTN: \_\_\_\_\_**Sub: - **Letter of Appointment/Award for“ \_\_\_\_\_ ” in DULB.**

Ref: 1) Request for Proposal (RFP)No. \_\_\_\_\_ dated \_\_\_\_\_;

2) Letter of Proposal No. \_\_\_\_\_ dated \_\_\_\_\_;

Dear Sir,

- (1) DULB is pleased to inform you that your Proposal for“ \_\_\_\_\_ ” has been accepted by State Urban Development Agency (DULB). You have been selected as the Preferred SP to provide, carry out and perform the services as per the scope of work given in said RFP, for the Consultancy Fees of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) subject to your fulfillment of all terms and conditions specified in the RFP document. The contract price will be inclusive of all applicable taxes, duties, statutory charges levies and any other charges excluding GST if applicable. The payment of the contract price will be as per the terms of the RFP document.
- (2) You are requested that, within 30 (Thirty) days of the date of receipt of this Letter of Appointment, you shall:

- a) provide requisite Performance Security in accordance with the provisions of the General Conditions of Contract for \_\_\_\_\_./-( Rupees \_\_\_\_\_only) being, X% of the project implementation cost in the form of an unconditional bank guarantee issued by any Nationalized/ Scheduled Bank located in India in a form indicated in the RFP document and as may be acceptable to DULB;
  - b) Provide requisite proof of insurance in accordance with the provisions of sub-clause [ ] of the Conditions of Contract of RFP documents; and
  - c) You are required to sign the Service Agreement, in duplicate, prepared by the Client (i.e. DULB) as per Clause of the Instruction to SPs.
- (4) After signing of Service Agreement, a separate letter for Notice to Proceed/ Commence/Work Order will be issued for the Assignment. Meanwhile you are requested to make necessary arrangements to commence the work for the Assignment.

Please return the duplicate copy of this “Letter of Appointment”, duly signed by your authorized signatory, as your acceptance of this LOA.

However, if the accepted LOA is not returned within the 7 days from the date of issuance or the requirements of LOA are not met within the prescribed timelines, then DULB retains the right to withdraw the LOA and issue the same to next preferred SP as per the conditions of the RFP.

Yours faithfully,

**Agreed and Accepted**

For **Director of Urban Local Bodies**  
**(DULB)**

\_\_\_\_\_

(\_\_\_\_\_)

Authorised Signatory of

Authorised Signatory

\_\_\_\_\_

\_\_\_\_\_

(Company Seal)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

(Company Seal)



**BID SECURITY FORM**

From: (Consultant)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir,

1. We have deposited Bid security ofRs.....(Rupees ..... only) in the form of a demand draft, bank guarantee from a Nationalized/Scheduled Bank in India the details of which are as follows:
- (i) BG/DD Number and date:
  - (ii) Name & Branch of issuing Bank

We agree that the Bid Security deposited by us as detailed above, may be forfeited by the Purchaser in accordance to Clause 37.7 of Section 2.

\_\_\_\_\_  
Signature and Name of SP

Date:

Note: To be completed and submitted as a part Technical Bid. Original bid security document shall be furnished before or on the deadline date & time for submission of bids.

\_\_\_\_\_

**Eligible Goods and Services, and OEM Criteria**

- a. The SP shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the SP must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the SP.
- b. The OEM for each products or technology quoted should be in the business of that product or solution or technology for entire period of contract as on the date of release of the RFP.
- c. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- d. The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project as per the format as follows.
- e. The SP's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- f. **Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the proposal by the SP.**

**Format for OEM Authorization**

(This form has to be provided by the OEMs of the products proposed)

Date:

To,

Director,  
Director of Urban Local Bodies,  
Haryana, Panchkula.

RFP Ref: <-->

Dear Sir,

We \_\_, (name and address of the manufacturer) who are established and reputed manufacturers/ Developers of \_\_\_\_\_having factories/ Head Office at \_\_\_\_\_(addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the SP) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above-mentioned equipment / software products are not at end of the life and we hereby undertake to support these equipment / software for the entire duration of the contract from the date of Submission of the Bid.

Yours faithfully, (Name)  
(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer/ OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer/ OEM. The SP in its Bid should include it.

**Warranty & Maintenance**

- a) Successful SP shall also provide complete maintenance support for all supplied hardware and other components as outlined in this RFP for a period of 3 years from the date of **Go-Live**.
- b) At the time of delivery, the SP shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- c) CLIENT or its designated representatives shall promptly notify Successful SP in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful SP shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to CLIENT and within time specified and acceptable to CLIENT.
- d) If the Successful SP, having been notified, fails to remedy the defect(s) within the period specified in the contract, CLIENT may proceed to take such reasonable remedial action as may be necessary, at the Successful SP's risk and expense and without prejudice to any other rights, which CLIENT may have against the SP under the contract.
- e) During the comprehensive warranty period, the Successful SP shall provide all product(s), patches/fixes, within 15 days of their availability and should carry out installation and make operational the same at no additional cost to CLIENT.

**The Successful SP hereby warrants CLIENT that:**

- The supplied S/w meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- The proposed S/w shall achieve parameters delineated in the technical specification/requirement.
- The Successful SP shall be responsible for warranty & maintenance services from licensors of products included in the systems for the entire contract period + 2 (Two) Years onsite 100% comprehensive warranty after successful commissioning of system.
- The Successful SP shall ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty and maintenance period.

**Operation and Maintenance for 3 (Three) years**

1. Once the systems have been commissioned, the successful SP shall maintain the system (Software) for the period of 3 (Three) year comprehensive annual maintenance period (CAMC).
2. The extension (2 More Years) of the Operation and Maintenance contract after 3 (Three) year shall be based on the performance of the successful SP and there shall be an annual increase of 10% which will be mutually agreed on the existing yearly Operation and Maintenance cost. However, CLIENT reserves the right to extend the O&M contract based on the mutual agreement between the successful SP and the CLIENT.
  - A. It shall involve but not limited to the following activities;
    - Ensure the desired functioning of the Interface /integration
    - Software installation and testing whenever required
    - Provide technical support on system parameters and requirement of CLIENT
    - Provide handholding support and training services as part of the post implementation services, on a scheduled basis as well as on a need basis.
  - B. The comprehensive maintenance and warranty of hardware shall include following but not limited to these;
    - In case of failure, the Successful SP needs to repair or replace the faulty part/component/device to restore the services at the earliest.
    - The cost of the repairing or replacement of faulty part/component/device has to be entirely born by the Successful SP.
    - All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Successful SP as part of comprehensive maintenance.
    - The Successful SP also needs to make alternate arrangement in case of major failure happens in the H/w or S/w, due to which services may be affecting for longer period.
    - After repairing or replacement of the part/component/device, the Successful SP needs to put the same into operation.

**Note - No extra cost shall be remunerated by CLIENT on account of such operations & maintenance activities mentioned herein above.**

3. O&M Team shall be available during all working hours and in case of all emergencies.

All costs related to O & M Team shall be considered in the OPEX, such as, lodging & boarding, local transportation, out-station travel, insurance, substitution / replacement, training etc.

#### **Section 4. Financial Proposal - Standard Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

FIN-2 SUMMARY OF COSTS

FIN-3 BREAKDOWN OF IMPLEMENTATION COST

FIN-4 BREAKDOWN OF OPERATIONS AND MAINTENANCE COST

FIN-5 BREAKDOWN OF OTHER COSTS

FIN-6 BREAKDOWN OF RESOURCES COST

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *excluding of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet*. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}\_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}



### FORM FIN-2 SUMMARY OF COSTS

#### BOQ - Total Project Cost (Cost Components)

The overall commercial bid will be based on the components as mentioned in the below table:

FORM FIN	Cost Component	Reference From	Total Cost
A	Implementation of OBPAS Module (6 Months)	FORM FIN 2A	
B	Operations and Maintenance Cost (3 Years)	FORM FIN 2B	
C	Other Administrative Expenses if require		
Grand Total Cost for Bid Evaluation			
Grand Total Cost for Bid Evaluation ( In words):			

*Note:*

- 1. The above-mentioned costs are exclusive of all taxes.*
- 2. The above-mentioned costs will be in INR only.*
- 3. The total cost in words will be considered final for evaluation purposes.*

## FORM FIN 2 A-BREAKDOWN OF IMPLEMENTATION COST

Sr. No.	Cost Component	Basis	Unit	Duration	Unit Cost	Total Cost
1	Development and Customization Charges	Lum-Sum	1	NA		
2	Office Setup Charges	Lum-Sum	1	6 Months		
3	Hardware rental Charges of Laptop/ Desktop*	Per System	12	6 Months		
4	Cloud Server Charges*	Per Month	1	6 Months		
5	Training Charges	Per Session	1	1		
<b>6</b>	<b>Manpower</b>					
6.1	Project Manager	Per Month	01	6 Months		
6.2	Architect cum Building Plan Managers	Per Month	01	6 Months		
6.3	Solution Architect	Per Month	01	6 Months		
6.4	Full Stack & Application Developers	Per Month	06	6 Months		
6.5	DevOps& Cloud Monitoring Engineer	Per Month	01	6 Months		
6.6	Database Administrator	Per Month	01	6 Months		
6.8	Tester	Per Month	01	6 Months		
Grand Total Cost						
Grand Total Cost (In words)						

*\*The cloud server is required for development, Testing and training purposes. The SP is required to propose a cloud server environment approved by the Ministry of Electronics and Information Technology (MeitY), in accordance with the MeghRaj policy.*

Note –

4. Department will provide required Space for manpower deploy at Onsite.
5. The above mentioned quantities may vary based on actual requirements.

**FORM FIN2B-BREAKDOWN OF OPERATIONS AND MAINTENANCE COST**

Sr. No.	Cost Component	Basis	Amount
1	Operations and Maintenance Cost (1 <sup>st</sup> Years) of Table – FIN 2B1	Yearly	
2	Operations and Maintenance Cost (2 <sup>nd</sup> Years)	Yearly	
3	Operations and Maintenance Cost (3 <sup>rd</sup> Years)	Yearly	
	Grand Total cost		
	Grand Total cost ( In words)		

*Note: The operations and maintenance costs of next year will increase by 10% of following year. (Example: 2<sup>nd</sup> years cost increase by 10% of first year)*

## FORM FIN2B1 - OPERATIONS AND MAINTENANCE 1ST YEAR COST

Sr. No.	Cost Component	Basis	Unit	Duration	Unit Cost	Total cost
1	Office Setup Charges	Lum-Sum	1	12 Months		
2	Hardware rental Charges of Laptop/ Desktop	Per system	27	12 Months		
<b>3</b>	<b>Manpower</b>					
3.1	Project Manager	Per Month	01	12 Months		
3.2	Architect cum Building Plan Managers	Per Month	10	12 Months		
3.3	Solution Architect	Per Month	01	12 Months		
3.4	Full Stack & Application Developers	Per Month	03	12 Months		
3.5	DevOps& Cloud Monitoring Engineer	Per Month	01	12 Months		
3.6	Tester	Per Month	01	12 Months		
3.8	Helpdesk Support Executive	Per Month	10	12 Months		
Grand Total cost						
Grand Total cost ( In words)						

Note –

1. Department will provide required Space for manpower deploy at Onsite.
2. The above mentioned quantities may vary based on actual requirements

**FORM FIN3 -BREAKDOWN OF OTHER COSTS (FOR PRICE DISCOVERY)**

Sr. No.	Cost Component	Basis	Total cost	Total cost (In Words)
1	Cloud Server Charges << Mention Server Specifications>>	Per Month		
2	Per diem allowance, including hotel allowance, Travelling for experts for every day of absence from the home office for the training and support purposes	Per day		
3	SMS Charges (Unit Rate to be provided in the bid. Actual quantity to be decided at the time of procurement)	Per SMS		

Note:

- ✓ *The SP is required to propose a cloud server environment approved by the Ministry of Electronics and Information Technology (MeitY), in accordance with the MeghRaj policy.*
- ✓ *The evaluation of the above-mentioned costs does not form a component of the selection criteria; the department will procure based on the requirements. However, it is imperative to highlight that the costs provided by the service provider are significant for potential supplementary or future needs within the project framework. While not directly influencing the selection process, these detailed costs demonstrate the service provider's readiness to accommodate additional or evolving requirements, thereby ensuring the project's adaptability and scalability over time.*



Dated:

Place: Signed & sealed: (Authorized representative of the firm)

**INSTRUCTIONS:**

**Please Note:**

- It is necessary for the SPs to fill in all the fields of the Commercial Bid format strictly as per the format defined.
- All of the above should be ITEMIZED.
- Financial comparison would be done on the basis of price quoted for total items (i.e. grand total Cost)
- It is mandatory to give the price for all the four cost components. Bids with any missing cost components shall be rejected.
- Format for Commercial Bid shall be saved in compatible format required on portal.

SPs are expected to note that in case this action is not undertaken e tendering portal will not allow Commercial Bid to be submitted

**Section 5. Eligible Countries–Republic of India**

**In reference to ITC6.3.2**, for the information of Participating Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:



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## **Section 6. Fraud and Corruption**

**(This Section 6, Fraud and Corruption shall not be modified)**

### **1. Purpose**

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### **2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); SPs (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or

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otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) SPs (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

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## Section 7. Terms of Reference

### 1. Introduction

Urban Local Bodies are the constitutionally provided administrative units to provide basic infrastructure and services in urban areas i.e., cities and towns. The Directorate of Urban Local Bodies, Haryana was established on 1 April 1982 to lay a solid foundation for the Urban Development in the State of Haryana. For efficient and effective service delivery, the Department continuously replaces traditional delivery system of public services by new and improved systems of governance that works better, costs less and are capable of serving the citizens' needs with ease.

The Urban Local Bodies Directorate is headquartered at Panchkula and the Municipal Corporations, Councils and the Committees are located across Haryana. At present, there are 11 Municipal Corporations, 23 Municipal Councils and 54 Municipal Committees (Total 88 ULBs) in the state which are headed by Municipal Commissioners in case of Corporation, Executive Officers in case of Municipal Council and Secretaries in case of Municipal Committee.

#### 1.1. Background

The Online Building Plan Approval System aims to streamline and expedite the process of obtaining building permits within municipal limits, addressing both controlled and non-controlled areas. In the old Municipal Corporation (MC) limits, the system facilitates scrutiny and approval based on established norms from the Haryana Building Code, 2017, catering to varied zones like Lal Dora, Model Town, and Improvement Trust Schemes. For controlled areas, including Town Planning Schemes, the system relies on zoning plans and architectural sheets for decision-making, ensuring compliance with regulations. Additionally, the system integrates workflows for Damp Proof Course (DPC) certification, revalidation of building plans, and issuance of Occupation Certificates to enhance efficiency and transparency in the approval process.

This initiative seeks to modernize and simplify the building permit process, fostering greater accountability and transparency while accommodating the diverse needs of urban development within Haryana. By leveraging digital platforms and standardized procedures, the Online Building Plan Approval System aims to reduce bureaucratic hurdles and promote sustainable urban growth by ensuring adherence to building codes and regulations across different municipal jurisdictions.

#### 1.2. Objective of Assignment

The objective of the Online Building Plan Approval System is to revolutionize the process of obtaining building permits within municipal limits in Haryana. The system aims to achieve the following objectives:

- i. **Streamlined Approval Process:** Implement an efficient and transparent online platform that streamlines the approval process for building plans in both controlled and non-controlled areas within municipal limits.
- ii. **Compliance Assurance:** Ensure strict adherence to building regulations and norms specified in the Haryana Building Code, 2017, for different zones such as Lal Dora, Model Town, Improvement Trust Scheme, and Town Planning Scheme.
- iii. **Enhanced Decision-Making:** Utilize digital tools to enable rigorous scrutiny and decision-making based on zoning plans, architectural sheets, and other relevant documentation, ensuring consistency and accuracy in approval processes.
- iv. **Competency Alignment:** Define clear competency levels for approval authorities, including Commissioners, Executive Officers, Secretaries, and other designated officials, based on the jurisdiction and type of building plans.

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- v. **Integrated Workflows:** Incorporate seamless workflows for additional processes such as Damp Proof Course (DPC) certification, revalidation of building plans, and issuance of Occupation Certificates, enhancing overall system efficiency and effectiveness.
  - vi. **Promoting Transparency:** Facilitate transparency by providing stakeholders with real-time updates on the status of their applications and enabling easy access to decision-making criteria and documentation.

**Sustainable Urban Development:** Support sustainable urban growth by ensuring that approved building plans comply with building codes and regulations, fostering responsible construction practices, and promoting harmonious urban development across different municipal jurisdictions in Haryana.

By achieving these objectives, the Online Building Plan Approval System aims to modernize and optimize the building permit process, contributing to the overall development and growth of urban areas in Haryana while ensuring compliance with regulatory standards and promoting sustainable urbanization.

### **1.3. Scope of work for the Online Building Plan Approval System (OBPAS)**

1. Development of workflow and interface for officers/ officials of ULBS and the Directorate of ULB pertaining to dealing various stages of building plan approval system. (Annexure A)
2. Development of workflow and interface for applicant and professionals like Architect, Engineer, Supervisors and other, pertaining to submission of application for various stages of building plan approval system.

#### **a. The applicant:**

- Shall be able to create a login ID to access the building plan, DPC and OC applications he has applied, pending and received, on the system for approval.
- Shall be able to select the registered professional, as per his requirement and convenience.
- Shall be able to submit the building Plan, DPC and OC application from the system through the selected professional.
- Shall be able to make fees/ charges payment calculated by the system, via online mode.

#### **b. The professional:**

- Shall be able to create a login ID to access the building plan, DPC and OC applications, he has applied jointly with the applicant.
- Shall be able submit progress report on the construction stages.
- Shall be able to leave the project in between by submitting the reasons to the concerned ULB.
- Shall be able to take over the project, if the owner/ applicant of the project desires so.
- Shall be able to verify the building plan, DPC, OC application and site, as third party on direction from the ULB.

3. **Development of a system to empanel the professionals like Architect, Engineer, Supervisors and others.**

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- Enable online registration for Architects, Engineers, Structural Engineers, Proof Consultants, and Supervisors across all ULBs in the State.
  - Incorporate already registered users' details into the system with current status and validity.
  - Facilitate online submission of necessary supporting documents during registration.
  - The login ID professionals can be suspended, in case of any misconduct or complaint, immoral business practices noticed, by the Department.

#### **4. Development of Building Plan Approval System with the scrutiny engine.**

- Configure byelaws, rules, and instructions within the system, which will be updated as and when amended.
- Read data from CAD drawings to produce scrutiny reports by mapping applicable Development
- Control Rules (DCR) and Development Plans (DP).
- The software must be capable of the following at the minimum:
  - i. Acceptance of the Building plan in soft copy (.dwg format).
  - ii. Generate a unique number for each application for easy tracking.
  - iii. Generate zoning plan on technical specifications as the Building Code
  - iv. Generate reports on technical specifications as per the Building Code of Haryana and extent of violation for the submitted plans, if any.

#### **d. The system shall have followings stages**

##### **Stage 1: Building plan approval**

- i. Preparation of the building plan application by the applicant and allied professionals
- ii. Submission of the building plan application by the applicant and allied professionals
- iii. Scrutiny of the submitted building plan application by the scrutiny engine
- iii. Generation of the building plan application scrutiny report by the system
- v. Issuance of the building plan approval certificate by the system.
- iv. Random site verification or inspection of the approved application by the municipality

##### **Stage 2: Plinth level or DPC level certification**

- i. Preparation of the DPC level approval application by the applicant and allied professionals
- ii. Submission of the DPC level approval application by the applicant and allied

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professionals

- iii. Scrutiny of the DPC level application by the scrutiny engine in reference to the building plan approved in Stage 1
- iv. Generation of the DPC level application scrutiny report by the system
- v. Site verification or inspection of the DPC level application by the municipality
- vi. Issuance of the DPC level approval certificate by the system.

### **Stage 3: Obtaining of Completion or Occupation Certificate**

- i. Preparation of the Occupation certificate application by the applicant and allied professionals.
- ii. Submission of the Occupation certificate application by the applicant and allied professionals.
- iii. Scrutiny of the Occupation certificate application by the scrutiny engine in reference to the building plan approved in Stage 1 and DPC level certificate issues in Stage 2.
- iv. Generation of the Occupation Certificate application scrutiny report by the system
- v. Site verification or inspection of the Occupation Certificate application by the municipality
- vi. Issuance of the Occupation Certificate by the system.

## **5. Development of Integrated Fee Calculation System:**

- a. Develop an integrated fee calculation system allowing one-time or multiple transactions.
- b. Bifurcate payment typology for scrutiny fees, development charges, composition fees, FAR augmentation charges, and labour cess.
- c. Transfer labour cess to concerned authorities as per regulations.
- d. Integrate with SMS services to send notifications and updates to applicants throughout the approval process.

### **e. Fees/ charges:**

1. Scrutiny fee is to be levied at the time of building plan application only. No scrutiny fees for Stage 2 and 3.
2. Development charges :
  - Applicable only in notified/ regularized colonies
  - Old unplanned developed areas of the town.
  - In abadi deh/ lal dora only if the use of plots is changed from residential to any other use.
  - No development charges to be levied from the plots falling in planned areas like model town, Improvement Trust Schemes, Rehabilitation schemes, TP schemes and CLU cases.

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3. Composition charges:

- To be levied at the time of Occupation Certificate for compoundable violations.
- To be levied at the time of building plan application, in case where the building stand constructed and the applicant applied for building plan approval by way of compounding the violation.

4. Labour Cess:

- To be levied as per the order of the labour Department dated 13.01.2021.

**6. Development of site verification system by municipality or third party verification:**

- a. Intimation of site inspection date
- b. Conduct single joint inspections at various levels as per rules/ instructions.
- c. E-intimations to all officials for application submission, with the number of days left for site inspection
- d. Third party verification of application by professional and submission of site inspection report to the municipality
- e. Implement online verification of certificates by third parties via QR Scan for authenticity and validation.

**7. The building approval system is to be integrated with the followings for full functionality:**

- a. Bank accounts of all the ULBs and the Directorate of ULB.
- b. Data of building plan approval application from existing HOBPAS.
- c. CLU portal
- d. Property ID portal
- e. Haryana Enterprises Promotion Centre for all industrial building plans

**8. Full-Time Support:**

- a. Provide full-time support to each HQ Department throughout the contract tenure to ensure easy acceptance of the solution by stakeholders.

**9. Core Functionalities of OBPAS:**

- a. Pending application information at each stage must be accessible through the system to stakeholders.
- b. Dashboard for staff and management to view completed and pending tasks, works, and applications.

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- c. The solution should generate various MIS reports as per the requirements of different departments.
  - d. An automated solution will associate documental data with Building drawings for automatic scrutiny of building & occupation proposals by reading CAD, reducing manual checking of development regulations and saving valuable time and effort.

**10. Coding & Integration:**

- a. The design will be decomposed into responsive HTML compatible with the latest browser versions and all smart devices.
- b. Supported browsers include Internet Explorer 9, 10, & 11+, the latest versions of Chrome, Mozilla, & Safari.
- c. The application is expected to realign and fit smart mobile devices (PAD, iPhone, Android, etc.).

**11. Bill of Materials (BOM) Provision:** Provide a comprehensive BOM of IT infrastructure (hardware and software separately), including hosting requirements in state/center data center/cloud, for designing, development, deployment, and operations of the solution.

**Note:** The department will only provide hosting space based on the details provided by the vendor in their BOM.

**12. Training:** Develop training materials and conduct training sessions for end users.

- a) The service provider (SP) shall furnish training materials and documents for distribution to the group of Urban Local Bodies (ULBs), with associated costs covered at the Head Office (HO) level.
- b) Training sessions will follow the "train the trainer" concept, focusing on designated officials nominated by the ULBs.
- c) Training will be conducted online via platforms such as Google Meet, Microsoft Teams, Any Desk, Team Viewer, or other suitable methods during working hours, excluding holidays.
- d) Training sessions will target architects and officers designated by the department, ensuring comprehensive coverage of relevant stakeholders.
- e) In the event that SP personnel need to travel to ULBs for training purposes, authorization from the Department of Urban Local Bodies (DULB) will be obtained, and charges will apply on a per-day basis.
- f) The DULB will allocate space for training sessions at the HO level. However, for specific ULBs, the SP will be responsible for arranging suitable training venues.

**13. Infrastructure Provisioning:** Ensure the necessary infrastructure (desktops, laptops, printers, etc.) is



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provided to on-site/off-site resources deployed for the project.

- 14. Implementation and Support Services:** Provide implementation and other support services as agreed upon to ensure smooth rollout of the solution to all stakeholders as per the project plan.
- 15. Maintenance and Support:** Provide maintenance and support for the agreed period starting from the system's full rollout/Go-Live date.
- 16. IT Operations and Administration:**
  - a. Manage IT operations and administration of the installed solution in compliance with state/Government IT policies.
  - b. Address software defects, enhance software, and provide technical support during the maintenance and support period.
- 17. Defect Rectification:** Rectify any defects and shortcomings in the product/software that are part of the agreed requirements.
- 18. Hosting Arrangements:** Arrange for hosting of the product/software application in a Cloud Environment or other government-owned data center, based on the required hosting space.
- 19. Software License Support:** Provide necessary support and permissions for the installation of requisite software licenses procured by the System Integrator for the operationalization of the product/software application.
- 20. Facilitate Testing and Roll-out:** Facilitate acceptance testing, certification, and roll-out of the project, including addressing any internal (organizational/statutory) issues necessary for this purpose.
- 21. Scope Change Management:** Facilitate assessment of major scope changes, justify the effort involved, and implement changes after obtaining approval from the competent authority.

## **22. Functionality of the Online Building Plan Approval System (OBPAS)**

1. The system shall have a real time dashboard at each ULB level and at the Directorate informing the total number of application received, decided and pending.
2. The system shall inform the real time location of the submitted application to the applicant and professional for more transparency.
3. The system shall intimate the progress of the application to the applicant and the professional, as and when it reaches to next official or officer.
4. The system shall provide a login ID to the applicant, professional and the ULB and Government officials/ officers

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5. The system shall be able to utilize GIS data base from the integrated systems to categorize applications between CLU and non-CLU areas.
  6. The system shall be able to building plan application of an irregular size plot in reference to norms stated in the Haryana Building Code, 2017 or the zoning plan or Architectural standard sheet.
  7. The system shall be able to generate zoning plan for the applied site in reference to norms stated in the Haryana Building Code, 2017 or the zoning plan or Architectural standard sheet.
  8. The software should be capable of pre-checking drawing format compliance (provided in the user manual) automatically before the scrutiny process.
  9. The defective submitted application should be returned to applicants with relevant markings showing the errors for correction.
  10. The system shall be configurable work flow as needed by the Department.
  11. Display sanctioned proposals on the public domain homepage of the Building Plan Management System (BPMS) application.
  12. Enable viewing of sanctioned proposals on standard online maps.

### **23. Workflow for applications in the system:**

1. The applicant intends to get the building plan of it properly shall login on the OBPAS & fill up the details:
  - a) about its phone/ email/ address.
  - b) About the site for which the building plans is to be approved.
2. The applicant shall select a registered Architect for:
  - a) Preparing & submitting his building plans application on the system
  - b) Assistance in obtaining building plan approval clarification.
  - c) Preparation & submission of DPC level clarification on the system.
  - d) Assistance in obtaining DPC level clarification.

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- e) Supervision of building consideration from Building plan approval to occupation certificate.
  - f) Preparation & submission of OC/completion certificate on the system.
  - g) Assistance is obtaining O.C. of the applied building.
3. From building plan approval to obtaining completion certificate of the buildings, the applicant shall have to engage the Architect throughout the process.
  4. In case on Architect of the applicant do not want to continue his services or the applicants don't want the professional to continue on this project. Then either of the two has to inform the same on the system.
    - a) As soon as the architect left the project, the project shall be listed as "unattended" on the system & the applicant is required to engage the another Architect from the empanelled list within a week, so that all the architects can properly supervised the construction activity.
    - b) If, the applicant do not engage the Architect within a maximum period of 1 months then the application will be listed as "non-feasible" & the ULB shall initiate action pertaining to sealing the building to stop construction activity on the site, until the applicant hires/engages the Architect for supervision & other stages upto the completion certificates.
    - c) In case, the applicant does not obtain O.C. of the applied site within the prescribed time, then the status of the applied site on NPC/Properly ID site shall be changed to on approve & only often obeying the O.C. the status shall be sought to approval.

#### 24. Verification & Inspection of site & application

- a) As per the risk factor of the building:
  - i. **Low Risk** – The applicant & architecture to self-certify while making the application
  - ii. **Moderate Risks** - The applicant & Architecture to certify along with clarification of 3rd party i.e. any high risk other empanelled architect.
  - iii. **High Risk** – The applicant & Architect to self-certify at the time of application and the ULB has to get the facts verified before granting the permission.
- b) The MC may engage empanelled professional from the system for site & application verification (At any stage) in lieu of fixed remuneration.
  - i. The MC may list of all building plan, DPC & OC Cases on the system for seeking intention from the empanelled Architect/Engineer/Supervisor for site & applicant

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verification & submitting report.

- ii. The payment for verification shall be paid by the MC from the scrutiny fees.

## 25. Parameters to be checked by the systems

### **Before scrutiny of the building plan application, followings are to be checked:**

1. No violation of the Haryana Development and Regulation of Urban Area Act, 1975.
2. The applicability of controlled area provisions on the site, if the controlled area provisions are applicable then CLU permission is required before approval of the building plan application. The system shall obtain information pertaining to controlled area from the property ID portal.
3. NOCs (if applicable) from integrated systems:
  - a. Airport Authority
  - b. ASI-Monument Authority
  - c. Forest Department
4. Access permission from PWP/ NHAI (if applicable).
5. The building plan application shall be scrutinized by the system based on the parameters stated in the Haryana Building Code, 2017 or the zoning plans or architectural sheets. Some of the major parameters are:
  - Ground Coverage
  - FAR – Purchasable FAR (if permitted)
  - Setbacks- Front/Rear-Side setback
  - Staircase-

Width		Distance between		Total number of staircases	
Tread		Staircase		sets	
Riser					
  - Lifts
  - Ramp: Slope, Width, total number of ramps
  - Courtyard size
  - Plinth height
  - Window – Minimum light area
  - Site of habitable room – LxWxH, total no of habitable rooms
  - Site of kitchen – LxWxH,
  - Site of toilets – LxWxH, total no of toilets
  - Basement – Total No. Of basements – minimum height
  - Stilt-Coverage-
  - Total No. of parking required & provided.

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## 26. Security Audit

- a. The SP should carry out security and vulnerability testing on the developed solution. Authority may involve Third Party Auditors (TPA) like STQC or CERT-In Empanelled Agency/ Security Auditors to perform the audit/review/monitor the developed solution/security testing done by SP. All the TPA as mentioned above will be appointed and paid by SP directly. All tools/environment required for testing shall be provided by the SP.
- b. The SP shall note that the scope and other terms of this agreement may be subject to change upon mutual agreement so as to synchronize them with any future decisions of the Authority at costs to be borne by Authority.

## 27. Data Backup:

The department will conduct regular data backups. Technical support for this task is mandated from the SP. Ensuring data integrity and security, the SP must assist in backup procedures. Timely assistance and expertise in backup management are expected from the SP. This collaborative effort aims to maintain data reliability and minimize risk.

## 28. Cloud Server:

The service provider must arrange the cloud server for development, testing, and training purposes for the six-month implementation period. After this period, the department will procure the cloud server for the support years. The service provider is responsible for migrating the data from their server to the department's server.

## 29. Traveling for entire Timeline –

1. SP is responsible for covering travel expenses incurred while providing services to ULBs in Haryana for the online building plan approval system. This includes costs associated with travel to ULBs, such as transportation, accommodation, meals, and any other related expenses.
2. SP personnel may need to travel to ULB locations for various purposes, including training sessions, system installation, troubleshooting, and other project-related activities. The SP should budget accordingly for these travel expenses, ensuring that sufficient funds are allocated to cover all anticipated travel needs throughout the duration of the project.
3. Additionally, it's essential for the SP to maintain transparency and provide detailed documentation of travel expenses, including receipts and invoices, to facilitate proper reimbursement and financial accountability. Proper planning and management of travel expenses will help ensure the smooth implementation of the online building plan approval system and foster positive relationships with ULBs in Haryana.
4. The Per Diem allowance shall be paid for outstation travel requirements outside Home Office (Central or Project city assigned to the Personnel) night for night spent away outside Home Office during such travel. The travel shall be undertaken with prior consent of the Client. The payment will be made on lump sum basis without any supporting vouchers.

## Annexure A

### Workflow for Online Building Plan Approval System

#### I. In old MC limits (where provisions of the controlled area not applicable)

- i. Area included: Lal Dora, Model Town, Improvement Trust Scheme, Town Planning Scheme, Rehabilitation Scheme, Abadi Deh
- ii. Scrutiny of building plans:
  - a. In Lal Dora, Badai Deh, notified or regularized colonies and unplanned developments, the building plans will be examined and decided by the system on the basis of the norms stated in the Haryana Building Code, 2017. (Purchasable FAR not allowed in these Areas)
  - b. In planned scheme like Model Town, Improvement Trust Scheme, Town Planning Scheme, Rehabilitation Scheme and transferred Housing Board schemes or any other planned scheme, the building plans will be examined and decided on the system on the basis of the norms stated in the zoning plans, Architectural sheets, etc. (Purchasable FAR permitted in these Areas)
- iii. Competency:
  - a) Commissioner in case of Municipal Corporation
  - b) Executive Officer in case of Municipal Council
  - c) Secretary in case of Municipal Committee
- iv. Building plan approval
  - a. For residential with area upto 1000 sq.mtrs., commercial with area upto 1000 sq. mtrs. and industrial with no area limit.

<b>Designation</b>	<b>Municipal Corporation</b>	<b>Municipal Council</b>	<b>Municipal Committee</b>
Maker	Building Inspector/ Junior Engineer/ Sub-Division Engineer	Building Inspector/ Junior Engineer	Building Inspector/ Junior Engineer
Checker	Executive Engineer/ Assistant Town Planner/ District Town Planner/ Architect	Municipal Engineer/ Architect	Municipal Engineer/ Architect
Verifier	Senior Town Planner/ Chief Town Planner	Executive Engineer/ Assistant Town Planner/ District Town Planner	
Approver/ Issuance	Commissioner	Executive Officer	Secretary

- b. For commercial with area above 1000 sq. mtrs. and above and all institutional building.

<b>Designation</b>	<b>Municipal Corporation</b>	<b>Municipal Council</b>	<b>Municipal Committee</b>
Maker	Building Inspector/ Junior Engineer/ Sub-Division Engineer	Building Inspector/ Junior Engineer	Building Inspector/ Junior Engineer
Checker	Executive Engineer/ Assistant Town Planner/ District Town Planner/ Architect	Municipal Engineer/ Architect	Municipal Engineer/ Architect
Verifier	Senior Town Planner/ Chief Town Planner	Executive Engineer/ Assistant Town Planner/ District Town Planner	
Forwarding to ULB Dept. for consent of the Govt.	Commissioner	Executive Officer	Secretary
Processing by ULB Dept. for submission to the Govt.	ATP DTP STP CTP DULB		
Consent	Administrative Secretary		
Return to the Dept. for forwarding to the municipality	DULB CTP STP DTP ATP		
Approver/ Issuance	Commissioner	Executive Officer	Secretary

II. Area other than old MC limits, also known as CLU area (where provisions of the controlled area are applicable).

i. Area included: All area within municipal limit except Lal Dora, Model Town, Improvement Trust Scheme, Town Planning Scheme, Rehabilitation Scheme, Abadi Deh.

ii. Scrutiny of building plans: In Town Planning Scheme and Change of Land Use, the building plans will be examined and decided on the system on the basis of the norms stated in the zoning plans, Architectural sheets, etc. (Purchasable FAR permitted in these Areas)

iii. Competency:

a. The Director, Urban Local Bodies Department except for the site measuring upto 2 acres falling within limits of Municipal Corporation Gurugram and Faridabad.

b. The Commissioner in case of Municipal Corporation Faridabad and Gurugram for site area measuring upto 2 acres.

iv. Building plan approval

- a. For all type of building plan except for the site measuring upto 2 acres falling within limits of Municipal Corporation Gurugram and Faridabad.

Designation	In all ULBs except for the site measuring upto 2 acres falling within limits of Municipal Corporation Gurugram and Faridabad Municipal Corporation Faridabad and Gurugram
Maker	Building Inspector/ Junior Engineer Architect
Checker	Assistant Town Planner/ District Town Planner
Verifier	Senior Town Planner/ Chief Town Planner
Approver/ Issuance	Director Urban Local Bodies

- b. For all type of building plan with area upto 2 acres in municipal limits of Gurugram and Faridabad

Designation	Municipal Corporation Faridabad and Gurugram
Maker	Building Inspector/ Junior Engineer/ Sub-Division Engineer
Checker	Executive Engineer/ Assistant Town Planner/ District Town Planner/ Architect
Verifier	Senior Town Planner/ Chief Town Planner
Approver/ Issuance	Commissioner

III. In addition to the Building Permit and Occupancy tabs, the other two tabs need to be added in the following order:



IV. Damp Proof Course

- a. Applicant and the assigned architect applied for DPC certificate
- b. Agrees to the undertaking and submits.
- c. File goes as per workflow stated above

V. Revalidation of building plans: Revalidation of building plans (optional, button only available for 2 years for buildings with maximum 15m height and 5 years for buildings taller than 15m from approval of building plan)

VI. For Occupation or Completion Certificate: The following components need to be added after approval of building plans:

- a. DPC Certificate (mandatory)
- b. Submission
  - i. Assigned architect and the applicant submit the OC application
  - ii. Rest same as the workflow as given above.



- 
- c. The workflow – As given above.
  - d. System generated OC issued after 8 working days of submission only if there is no discrepancy in the scrutiny reports of Approved Building Plan and the As-Built Drawing
  - e. In all Occupation Certificate applications and High-Risk Building Plan Approval application, the final certificate shall be released/ visible on applicant's portal only after the due payment receipts of demand fee raised by department.

## 1.4. Project Implementation Schedule, Deliverables and Payment Terms

### A. Project Implementation and Payment Schedule

Project Implementation Schedule, Deliverables and Payment Terms shall be as per the Table below.

S. No	Project Milestone	Key Deliverables	Timeline	Payment Terms
1	Project Inception and Conceptualization	Inception Report- <ol style="list-style-type: none"> <li>1. Detailed Project Implementation Plan</li> <li>2. Requirement Assessment</li> <li>3. Approach &amp; Methodology</li> <li>4. Data Migration Strategy and Methodology</li> </ol>	T+30 Day	10% of Form FIN-2 Summary of Costs - A
2	System Study, System Requirement and SDD	<ol style="list-style-type: none"> <li>5. System Study document</li> <li>6. FRS/SRS meeting all the Business, Functional and technical requirements of the Project.</li> <li>7. Solution Design Document (SDD)</li> </ol>	T+45 Days	10% of Form FIN-2 Summary of Costs - A
3	Customization on UPYOG Platform	<ol style="list-style-type: none"> <li>8. Final/Vetted FRS, SRS with Solution Design documents. Fortnightly Progress Report</li> <li>9. Preliminary Customization closure Report (subject to testing).</li> </ol>	T+100 Days	40% of Form FIN-2 Summary of Costs - A
4	Data Aggregation and Migration	<ol style="list-style-type: none"> <li>10. Data Aggregation &amp; Migration Report and Master Data Entry Report for each ULB</li> </ol>	T+115 Days	10% of Form FIN-2 Summary of Costs - A
5	Solution Testing, Change Management and Training	<ol style="list-style-type: none"> <li>11. UAT, FAT, Detailed Training Plan, Training Manuals, SoPs, Training Content</li> <li>12. Application Security Audit Compliance</li> </ol>	T+125Days	10% of Form FIN-2 Summary of Costs - A
6	Roll-out in 5 ULB's locations & Go-Live	<ol style="list-style-type: none"> <li>13. Report on amendments/enhancements/modifications made based on inputs of ULBs (if any),</li> <li>14. Go-Live Report</li> </ol>	T+145 Days	10% of Form FIN-2 Summary of Costs - A
7	Roll-out in all ULB	<ol style="list-style-type: none"> <li>15. Report on amendments/</li> </ol>	T+180 Days	5% of Form FIN-2 Summary

	locations & Go-Live	enhancements/modifications made based on inputs of ULBs (if any), 16. Go-Live Report		of Costs - A on roll out of 50 ULB  Rest 5 % of Form FIN-2 Summary of Costs - A on roll out of remaining ULBs
8	Operations & Maintenance	17. Quarterly Progress Report on Project including SLA Monitoring Report and Exception Report 18. Project Quality Assurance report 19. Details on all the issues logged & resolution provided	T+180 Days	Monthly payment of Form FIN-2 Summary of Costs - B

### **B. Other Terms & Conditions**

1. If successful SP requests for Mobilization advance, following conditions shall be applicable;
  - Mobilization advance can be maximum of 10% of overall project cost
  - Mobilization advance shall be released only after receipt of Bank Guarantee of the requested amount (This is not to be confused with the Performance Bank Guarantee that is to be submitted separately)
  - Mobilization advance shall be interest bearing and PLR rate of interest shall be payable to DULB, HARYANA by the successful SP
2. The SP's request(s) for payment shall be made to the AUTHORITY in writing, accompanied by an invoice describing, as appropriate, Acceptance certificate of services completed. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.
3. The request for payment shall be made to the AUTHORITY in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
4. Due payments shall be made promptly by the AUTHORITY, generally within 30 (Thirty) days after submission of an invoice or request for payment by SP after Approval & Sign Off of the Milestone by AUTHORITY.
5. All remittance charges shall be borne by the SI.
6. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
7. Any penalties / liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
8. Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of SI.

- 
9. It is the responsibility of the SPs to quote for and provide all the H/w and S/w for meeting all the requirements of the RFP. All adjunct / ancillary hardware, software, equipment, services shall be construed to have been included in the Bid, whether specifically mentioned or not in the RFP /BOM.

### **1.5. Documentations**

The selected SP shall provide the following documentations in hard as well as soft copies:

1. Detail Project Plan
2. Fortnightly progress reports
3. Software Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.
4. Solution Architecture / Design document,
5. Technical document covering documentation of code, algorithms, Interfaces and APIs,
6. Source Code of application, Executable files, Master data configuration,
7. Technical Specification of all installed devices, Environment Details,
8. Database Structure document, Training Manuals and literature
9. User manuals,
10. Operational Manuals
11. Maintenance Manuals

### **1.6. Team Composition and Qualification Requirement for key Experts**

The assignment is to be undertaken by a full-time Project Manager who should be an Urban Governance specialist with knowledge in MIS, IT sector, and should have experience in municipal taxation. Since the focus is on improving the ULBs' own source revenue from Property Tax, the Team Leader should also have clear understanding of the issues in urban governance, municipal financial management, and, state vs local bodies' fiscal relations in India, S/he will be supported by a team of specialists with expertise in IT/Software, MIS designing and Data analysis.

Apart from the type of resources desired in the Data sheet, 5 numbers of Data Processors/Data Entry Operators (Diploma/Degree in IT or graduates with relevant experience) shall also be required for the project to perform the various activities of the project.

### **1.7. Items to be provided by the ULB**

- a. The State will nominate a Nodal Officer at the State Level who will be responsible for coordinating the implementation in the cities.
- b. The ULB will:
  - i. Provide a Nodal officer (Senior Level Officer) to liaise with the Consultant and Zonal Officers and to assist in accessing datasets from other utility organization. For compatibility purposes Consultant will also take into account initiatives already undertaken by the State Government and City.

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- ii. The responsibilities for property tax administration would continue to be with the ULB, especially the responsibility for including un-assessed properties in the register and carrying out reassessments of under-assessed properties.
  - iii. Provide the Consultant with necessary information and provide access to existing property tax records.
  - iv. ULBs shall separately procure & install (commission) the street signage thus generated from the addressing system. Application must support the street number generation.
  - v. Arrange for Hardware and Software, Connectivity and Institutional setup required for property tax administration; access rights to consultant to use the hardware and software.

## **1.8. Service Level Agreement**

### **1.8.1. Purpose of the SLA**

1. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SP to DULB for the duration of this contract. The benefits of this SLA are to:
  - Make DULB's expectations from the SP explicit with respect to performance and outcomes.
  - Help DULB monitor the levels of performance of the SP during the duration of the contract.
  - Trigger a process that applies to DULB and SP's attention to any aspect of performance when that aspect drops below an agreed upon threshold or target.
2. The SP and DULB shall maintain monthly/ Quarterly contract to monitor the performance of the services being provided by the SP and effectiveness of this SLA.
3. During the contract period, under normal circumstances, any changes to the SLA will be discouraged. However, under exceptional/ contingent circumstances, on representation made by the SP, there may be changes to the SLA. The decision of DULB in this regard shall be final and binding on the SP.
4. This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof, which will be reviewed on quarterly.
5. The SP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The liquidated damages recoverable from the SP will be in addition to the penalty on the SLAs.
6. The SLA shall be entered into concurrently with this Agreement between DULB and SP.
7. In case the data center infrastructure is provided by DULB, the downtime attributable to the hardware will not be included in the SLA.

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## 1.8.2. Definitions

1. For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:
  - **"Availability"** shall mean the time for which the services and facilities offered by the SP are available for conducting operations from the implemented solution.
  - **"Downtime"** is the time the services and facilities are not available to DULB and ULBs and excludes the scheduled outages planned in advance for the implemented solution.
  - **"Helpdesk Support"** shall mean 10 AM to 06 PM support by the SP in working days and 10:00 am to 06:00 PM support on govt. holidays, which shall handle but not limited to Fault reporting, Trouble Ticketing, Trouble shooting , User guidance, related enquiries and status reporting (as needed) during this contract.
  - **"Incident"** refers to any event / abnormalities in the functioning of the solution / Services that may lead to disruption in normal operations.
  - **Severity for Problem Requests/Defect Fixes:** The severity of a problem request or defects fixes would be based on the business impact of the problem.

## 1.8.3. Breach Clause

1. This SLA document provides for minimum level of system characteristics and services required as per contractual obligations based on performance indicators and measurements thereof. The SP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with performance levels.
2. SLA parameters shall be monitored on a monthly/quarterly basis (or as decided by DULB) as per the individual SLA parameter requirements. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and shall invoke penalty. SLA will be measured for the incidents which do not need major code changes in software. In case major code change is required then the timeline for delivery will be decided by DULB's project steering committee as per business needs; post consultation with vendor.
3. A Service Level breach will occur if the SP fails to meet Minimum Service Levels on a monthly basis (or periodicity defined) for a particular Service Level.
4. However, penalty would be levied every quarter or as specified below. The percentage of SLA violation would be the average of monthly SLA measurements for the months in that respective quarter.
5. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report"

- 
- will be provided by the SP every quarter and a review shall be conducted based on this report. Availability and Performance Report provided to DULB shall contain the summary of all incidents reported and associated performance measurement for that period.
6. Before Centralized System Operations and Maintenance Phase and during the Centralized System Implementation/ Development Phase, the maximum penalty shall be capped at 5% of the total Project Value. If the penalty during these phases exceeds 5% of the Total project value, then DULB reserves the right to terminate the contract.
  7. During Centralized System Operations and Maintenance Phase, penalty per quarter are capped at 5% of that quarter's payment.
  8. If penalty calculations exceed 10% of the quarterly payment for two consecutive quarters, then DULB can take appropriate action including termination of the contract and forfeiting of Performance Bank Guarantee.
  9. In case there are successive breaches of SLA's for two quarters, DULB can issue show cause notice to the SP to explain their non-performance. Also Steering Committee meeting may be called wherein SP needs to explain the action taken to prevent such recurrences in future. This is without prejudice to other rights of DULB.
  10. The services provided by the SP shall be reviewed by DULB in terms of, but not limited to, the following:
    - Check Performance of the SP against this SLA every quarter and consider any key issues of the past period's performance statistics including major incidents
    - Discuss escalated problems, new issues and matters still outstanding for resolution
    - Increase SLA penalties if SP is found to be defaulting on certain parameters repeatedly
    - Review of statistics related to rectification of outstanding faults and agreed changes
    - Obtain suggestions for change to improve the services levels
    - Penalties shall be imposed either quarterly or on immediate next payment milestone etc.
  11. For the purpose of recovery of penalty imposed, the penalty amount will be adjusted against payment made to the SP by DULB for the respective quarter. In case the penalty amount exceeds the payment being made to SP by DULB for that quarter, it may be adjusted against performance bank guarantee.
  12. DULB shall not make any payments for Production support requests / tickets during the lifecycle of the project.

## 1.8.4. Service Level Agreement Metrics & Penalties

(Applicable for both application functioning and cloud hosting)

The successful SP has to comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service (**both application functioning and cloud hosting**). The SP should provide adequate tools required to capture the data for SLA verification and will submit the SLA reports on the monthly basis to DULB.

### Resolution Time

Definition	Time in which a complaint /query is resolved after it has been reported by DULB to the post go-live support team of the successful SP.									
Service Level Requirement	<p>Each query will have a different impact on the business functionality, so it has been categorized as follows:</p> <p>Priority Level 1 (L1): Queries regarding issues that have the greatest business impact wherein the user is not able to perform his/her regular work For example: unable to log into the system due to errors in software, cloud services outage</p> <p>Priority Level 2 (L2): Queries regarding issues that have medium business impact wherein the user is partially able to perform his/her regular work. For example: user is able to log in and perform most of his normal work, but can't approve a certain document on screen.</p> <p>Priority Level 3 (L3): Queries regarding issues that have the least/no business impact involving cosmetic changes. For example: change of character font on screen etc.</p> <p>The successful SP should provide service within following timeline:</p> <table border="1"> <thead> <tr> <th>Type of Query</th> <th>Maximum Resolution time allowed</th> </tr> </thead> <tbody> <tr> <td>L1</td> <td>24 Hours</td> </tr> <tr> <td>L2</td> <td>2 Working Days</td> </tr> <tr> <td>L3</td> <td>5 Working Days</td> </tr> </tbody> </table>		Type of Query	Maximum Resolution time allowed	L1	24 Hours	L2	2 Working Days	L3	5 Working Days
Type of Query	Maximum Resolution time allowed									
L1	24 Hours									
L2	2 Working Days									
L3	5 Working Days									
Measurement of Service Level Parameter	The service level would be defined in the number of days calculated from the date and time of logging the call/raising the request with the successful SP									
Penalty for non achievement of SLA	<p>Delay of every business day would attract Penalty per day as per:</p> <ol style="list-style-type: none"> <li>1. For L1 = three X Per day Penalty</li> <li>2. For L2 = two X Per day Penalty</li> <li>3. For L3 = one X Per day Penalty</li> </ol> <p>The total penalty generated is product of the number of days and per day penalty, as defined in the project contract. The penalty would be calculated on quarterly basis and would be adjusted from the quarterly payment. The Penalty per day is Rs. 1,000/-</p>									

### Application Performance Requirement:

- ✓ The average application response time of each page should not be more than 6 Seconds.



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- ✓ Critical business functions response times should not exceed more than 10 seconds under stress/high load conditions. (The list of critical business functions will be provided by DULB during System Integration Phase)
  - ✓ System should be able to take the load of 1000 concurrent users (peak usage hour) without degrading performances.
  - ✓ Under high stress conditions, system should be able to handle the load of 1500 concurrent users (high stress condition) with little degradation in performance.

**Development SLA:**

The deliverables shall be completed as per the timelines mentioned in the RFP,

**Penalties:**

Following shall be the penalty for non-achievement of the SLA.

- i. Delay of every week would account to a penalty of INR 2,000.
- ii. The penalty during the implementation and Go Live would be deducted from the payment to be made from the respective deliverables.
- iii. Once the maximum penalty limit has reached against respective deliverables, DULB has the right to call for annulment of the contract after due intimation to the SP.

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

- ✓ The noncompliance to the SLA has been solely due to reasons beyond the control of the successful SP.
- ✓ There is a Force Majeure event affecting the SLA, which is beyond the control of the successful SP.

**1.8.5. Issue Management Procedures**

**General**

1. Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between DULB and SP.
2. Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre- defined process will only be used on an exception basis if issues are not resolved at operational levels.
3. Either DULB or SP may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
4. DULB and the SP will determine which committee or executive level should logically be involved in resolution.
5. A meeting or conference call will be conducted to resolve the issue in a timely manner. The

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documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

6. The DULB and the SP shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The SP will then communicate the resolution to all interested parties.
7. In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.

### **1.8.6. SLA Change Control**

#### **General**

1. It is acknowledged that this SLA may change as DULB's business needs evolve over the course of the contract period. This document also defines the following management procedures:
  - A process for negotiating changes to the SLA.
  - An issue management process for documenting and resolving difficult issues.
  - DULB and SP management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
2. Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this SLA and subsequently to the contract.
3. If there is any confusion or conflict between this document and the contract, the RFP and its addenda, the Contract will supersede.

#### **SLA Change Process**

4. The parties may amend this SLA by mutual agreement in accordance with terms of this contract.
5. Changes can be proposed by either party. The SP can initiate an SLA review with DULB. Normally, the forum for negotiating SLA changes will be DULB's monthly meetings. Unresolved issues will be addressed using the issue management process in this document.
6. The SP shall maintain and distribute current copies of the SLA document as directed by DULB. Additional copies of the current SLA will be made available at all times to authorized parties.

#### **Version Control**

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

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### **1.8.7. Responsibilities of the Parties with respect to SLA**

#### **SP**

1. SP is responsible for executing this contract and delivering the services, while maintaining the specified performance targets.
2. Additionally the SP is responsible for:
  - Reporting problems to DULB as soon as possible
  - Assisting DULB in management of the SLA
  - Providing early warning of any organizational, functional or technical changes that might affect SP's ability to deliver the services.
  - Assisting DULB to address and resolve issues from time to time.
3. SP shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible

#### **DULB**

DULB is responsible for:

1. Reporting defects/issues/complain/query and problems to the SP as soon as possible.
2. Assisting SP in management of the SLA
3. Providing early warning of any organizational, functional/ technical changes that might affect SP's ability to deliver services described in SLA.
4. Assisting SP to address and resolve issues from time to time

### **1.8.8. Management Escalation Procedures & Contact Map**

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that DULB and SP management are communicating at appropriate levels.

### **1.9. Change Management Process & CCN**

This describes the procedure to be followed in the event of any proposed change to the scope of services provided by the Agency and changes to the terms of payment as stated above. DULB and the Agency recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by reorganizing processes and responsibilities without a material effect on the cost. However, if need be, the following process must be adopted:

- (1) Change requests will emanate from Purchaser in the form of a Change Control Note (CCN) in the format as given in Part A of Appendix E of the RFP document
- (2) The Agency shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the Agency shall provide as a minimum:
  - a description of the change
  - a list of deliverables required for implementing the change
  - a time table for implementation

- 
- an estimate of any proposed change
  - any relevant acceptance criteria
  - an assessment of the value of the proposed change
  - material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work
- (3) The Agency shall be obliged to implement any proposed changes once approved with effect from the date agreed for implementation and within an agreed time frame.
- (4) The Agency will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact etc.

### FORM OF CHANGE CONTROL NOTICE (CCN)

<b>Change Control Note</b>	<b>CCN Number:</b>
<b>Part A: Initiation</b>	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
<b>Details of Proposed Change</b>	
(To include reason for change and appropriate details/specifications. Identify any attachments as	
Authorized by:	Date:
Name:	
Signature:	Date:
Name:	
<b>Signature:</b>	
<b>Part B: Evaluation</b>	
(Identify any attachments as B1, B2, and B3 etc.)	
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
<b>Brief Description of Solution:</b>	
<b>Impact:</b>	
<b>Deliverables:</b>	
<b>Timetable:</b>	
<b>Charges for Implementation:</b> (including a schedule of payments)	
<b>Other Relevant Information:</b> (including value-added and acceptance criteria)	
<b>Authorized by the Implementation</b>	
<b>Name:</b>	
<b>Signature/Date:</b>	



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**S e c t i o n 8 - S T A N D A R D F O R M O F C O N T R A C T**

**Consultant's Services**  
Lump-Sum

## **Preface**

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 - Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.



**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Project Name** \_\_\_\_\_

*[Loan/Credit/Grant]No.* \_\_\_\_\_

**Contract No.** \_\_\_\_\_

Assignment Title: \_\_\_\_\_

**between**

\_\_\_\_\_  
*[Name of the Client]*

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated:** \_\_\_\_\_



## I. Form of Contract

### LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
  - (b) The Special Conditions of Contract;
  - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

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*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

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*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

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*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) “Day” means a working day unless indicated otherwise.
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (k) “GCC” means these General Conditions of Contract.

- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the Client to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “Local Currency” means the currency of the Client’s country.
- (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (q) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. Law Governing Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**4. Language**

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all

matters relating to the meaning or interpretation of this Contract.

- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Client of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption** 10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has Client to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.



17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be

paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

## **18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

### **a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason

whatsoever, decides to terminate this Contract;

- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party

may have under the Applicable Law.

**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

**C. OBLIGATIONS OF THE CONSULTANT**

**20. General**

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval,

the Consultant shall retain full responsibility for the Services.

**b. Law  
Applicable to  
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of Interest**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and** 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic

- Auditing** accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and sub consultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 26. Reporting Obligations** 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records** 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
- 28. Equipment, Vehicles and Materials** 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the

Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**30. Replacement of Key Experts** 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of Experts or Sub-consultants** 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or



incidental to any removal and/or replacement of such Experts.

#### **E. OBLIGATIONS OF THE CLIENT**

### **32. Assistance and Exemptions**

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

### **33. Access to Project Site**

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any

property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**34. Change in the Applicable Law Related to Taxes and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

**35. Services, Facilities and Property of the Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**37. Payment Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope

of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

### **39. Taxes and Duties**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

### **40. Currency of Payment**

40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

### **41. Mode of Billing and Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the

Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

- 42. Interest on Delayed Payments** 42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

#### **G. FAIRNESS AND GOOD FAITH**

- 43. Good Faith** 43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### **H. SETTLEMENT OF DISPUTES**

- 44. Amicable Settlement** 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

- 45. Dispute Resolution** 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

**II. General Conditions**  
**Attachment 1**  
**Fraud and Corruption**  
*(Text in this Appendix shall not be modified)*

**1. Purpose**

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

**2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); SPs (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

- indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) SPs (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

### III. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the law of Republic of India.</b>
4.1	<b>The language is: English.</b>
6.1 and 6.2	<p><b>The addresses are</b><i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : _____          _____          Attention : _____          Facsimile : _____          E-mail (where permitted): _____</p> <p>Consultant : _____          _____          Attention : _____          Facsimile : _____          E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i>  <b>OR</b>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____          _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i> _____</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	N/A
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be <b>Three Months</b></p>

<b>13.1</b>	<b>Commencement of Services:</b>  <b>The number of days shall be Ten Days.</b>  Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
<b>14.1</b>	<b>Expiration of Contract:</b>  <b>The time period shall be 6+36 Months, extendable for another 24 Months based on mutual concern</b>
<b>21 b.</b>	<b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b>  Yes_____ No _____



<b>23.1</b>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ol style="list-style-type: none"><li>i. for any indirect or consequential loss or damage; and</li><li>ii. for any direct loss or damage that exceeds one times the total value of the Contract;</li></ol> <p>(b) This limitation of liability shall not</p> <ol style="list-style-type: none"><li>i. affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li><li>ii. be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "law of land".</li></ol> <p>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</p> <p>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</p> <p>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client 's country.]</p>
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24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) Professional liability insurance, with a minimum coverage of not less than the total ceiling amount of the Contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of “<i>in accordance with the applicable law in the Client’s country</i>”;</p> <p>(c) Third Party liability insurance, with a minimum coverage of 10% of the contract price per occurrence with a limit of maximum payable for three occurrences at all times.</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> <p>It may be noted that all insurance and policies shall start from the date of commencement of the services and remain effective as per relevant requirement of the Contract/Agreement. However, the insurance shall be valid minimum for contract duration + 3 Months.</p>
27.1	NA
27.2	<p><b>The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.</b></p>
38.1	<p><b>The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: <b>inclusive</b> or <b>exclusive</b>] of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: “be paid” or “reimbursed”] by the Client [insert as</b></p>

	<p><i>appropriate: “for“ or “to”]the Consultant.</i></p> <p><b>The amount of such taxes is _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</b></p>
<p><b>39.1 and 39.2</b></p>	<p><i>[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p><b>The Client warrants that [choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):</b></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following:</i>  <b>“the Consultant, the Sub-consultants and the Experts shall be exempt from”</b></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p><b>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</b></p> <p><b>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</b></p> <p>(a) <b>any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;</b></p> <p>(b) <b>any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</b></p> <p>(c) <b>any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</b></p>

	<p><b>(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</b></p> <p><b>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and</b></p> <p><b>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.</b></p>
<p><b>41.2</b></p>	<p><b>The payment schedule: Payment Schedule as Mentioned in Section 7 Terms of Reference.</b></p> <p><i>Add:</i></p> <p><b>41.2.5 Retention Money</b></p> <p>A retention amounting to 5% (five Percent) of contract price to be retained from each milestones/stage will be deducted from each invoice payment towards retention money for due and faithful performance of the Contract.</p> <p><b>41.2.6 Refund of Retention Money</b></p> <p>Upon the issue of the Completion Certificate with respect to the whole of the scope of Services, the retention money (5%) shall be certified by the Nodal Officer/DULB Representative for payment to the Consultant.</p>
<p><b>41.2.1</b></p>	<p><b>Not Applicable</b></p>
<p><b>41.2.4</b></p>	<p><b>NA</b></p>

42.1	<b>Not Applicable</b>
45.1	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the High Court, Haryana</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the High Court, Haryana</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by consent of the two appointed arbitrators, who will be the Presiding Arbitrator; failing which the third arbitrator shall, at the request of either Party, be appointed by <i>the High Court, Haryana</i>.</li> <li>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after</li> </ol> </li> </ol>

	<p>the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to <i>the High Court, Haryana</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Indian Arbitration Act 1996 and its subsequent amendments as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Raipur, Haryana</i>;</p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]*

.....

### APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

*“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.*

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate*

modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

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**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE***[See Clause GCC 41.2.1 and SCC 41.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]***Date:** \_\_\_\_\_ *[insert date]* \_\_\_\_\_**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]* \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ *[insert date]* \_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* () *[amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of [month], [year],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

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*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

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**PART III**

**Section 9. Notification of Intention to Award and Beneficial Ownership Forms**



## Beneficial Ownership Disclosure Form

**Request for Proposal reference No.:** *[insert identification no]*

***INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM***

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

Name of the Assignment: *[insert name of the assignment]*

To: *[insert complete name of Client]*

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

**OR**

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]

**Name of the Consultant:** *\*[insert complete name of the Consultant]* \_\_\_\_\_

**Name of the person duly authorized to sign the Proposal on behalf of the Consultant:** *\*\*[insert complete name of person duly authorized to sign the Proposal]* \_\_\_\_\_

**Title of the person signing the Proposal:** *[insert complete title of the person signing the Proposal]* \_\_\_\_\_

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]* \_\_\_\_\_

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]* \_\_\_\_\_

\* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.