SELECTION OF CONSULTANTS

Request for Proposals
Consulting Services

Procurement of:

Direct RFP for Enhancement and strengthening of
IT services under M-SEVA projects and
strengthening of GRM in PMIDC

RFP No: IN-PMIDC-355622-CS-QCBS

Consulting Services for:

Enhancement and strengthening of IT services under
M-SEVA projects and strengthening of GRM in
PMIDC

Client: Punjab Municipal Infrastructure Development
Company

Country: India

Issued on: **14.08.2023**

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Section 1. Request for Proposal Letter

Request for Proposal Letter
Consulting Services

Name of Assignment: Enhancement and strengthening of IT services under M-SEVA projects and strengthening of GRM in PMIDC
RFP Reference No.: IN-PMIDC-355622-CS-QCBS
Loan No./Credit No./ Grant No.: 9226-IN
Country: India
Date: 14.08.2023

Dear Mr. /Ms.: (through e-bidding website:- https://eproc.punjab.gov.in)

1. The Government of Punjab through Government of India (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) (the "Bank") in the form of a "loan" (hereinafter called "loan" toward the cost of Punjab Municipal Services Improvement Project (PMSIP). The Punjab Municipal Infrastructure Development Company (PMIDC), an implementing agency of the Borrower, (hereinafter called the Client) intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued.

2. The G.M. (Project) – Punjab Municipal Infrastructure Development Company (PMIDC) on behalf of the Employer "Municipal Commissioner, Municipal Corporation Amritsar, (MCA)" and "Municipal Commissioner, Municipal Corporation Ludhiana, (MCL)", invites proposals to provide the Consulting Services for Enhancement and strengthening of IT services under M-SEVA projects and strengthening of GRM in PMIDC (hereinafter called "Services"). More details on the Services are provided in the Terms of Reference (Section 7).

3. A firm will be selected under Quality and Cost-Based Selection (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

4. 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.

6. The RFP in English is available at free of cost for download, including format for Financial Proposal, online at website: - **https://eproc.punjab.gov.in** from **14.08.2023** up to the last date & time of submission of offer. However, proposal submission shall attract fee. Proposers will be required to register on the website. Proposer is required to pay the:

    (a) Registration Charges, annual fee, if applicable, to participate in the bid,

    (b) 'bid processing fee'(as indicated in table below) and

    (c) Cost of RFP document (non-refundable) (as indicated in table below)

    (d) GST as applicable, is payable, as stated on website.

    (e) payment in Indian currency shall be "online" method only, using any one of the following modes of payment for e-procurement portal http://eproc.punjab.gov.in: -

       (i)   Internet Banking

       (ii)   RTGS (Real Time Gross Settlement)

       (iii) NEFT (National Electronic Fund Transfer)

       (iv)   Credit Card (valid internationally)

       (v)   Debit Card (valid internationally)

    Consultants / Proposers are advised to open bank accounts with core banking branches having NEFT/RTGS facility. Further, the proposers would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated, time to time during bidding process. Firms will submit the Proposal on Punjab Government e-procurement portal   http://eproc.punjab.gov.in

7. For submission of the Proposals, the Proposer is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities (CAs), authorized by Government of India for issuing DSC. Proposers can see the list of licensed CAs from the link (www.cca.gov.in). Aspiring proposers who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the

website: http://www.cca.gov.in/cca/. A non-refundable fee for obtaining DSC will be required as per fee structure of Licensed CA & paid directly to CA.

8. Proposals comprise of two Parts, namely the 'Technical Proposal' and the 'Financial Proposal', and both proposals must be simultaneously submitted online https://eproc.punjab.gov.in on or before **12:00 hours (Server Time) on 14.08.2023** (Any proposal or modifications to proposal (including discount) received outside e-procurement system will not be considered. The electronic procurement system would not allow any late submission of proposals. The "TECHNICAL PROPOSAL" will be publicly opened online at **12:30 hours (Server Time) on 14.08.2023** in the presence of the Proposers' designated representatives and anyone who chooses to attend at the address below at **12:30 hours (Server Time) on 14.08.2023** and this could also be viewed by the Proposers online. The "FINANCIAL PROPOSAL" shall remain unopened in the e-procurement system. If the office happens to be closed on the date of opening of the proposals as specified, the proposals will be opened on the next working day at the same time and venue.

9. Other details can be seen in the RFP documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the proposers of any updates, the Employer shall not be liable for any information not received by the proposer. It is the proposers' responsibility to verify the website for the latest information related to this proposal.

Package Ref. No.	Name of Consulting Services	Cost of Document in INR	Period of Completion
a	b	d	e
RFP No: IN-PMIDC-355622-CS-QCBS	Consulting Services for Enhancement and strengthening of IT services under M-SEVA projects and strengthening of GRM in PMIDC	(i) Registration charges (ii) Cost of RFP Document in INR 5,000/- (US$ 68.24) (iii) Cost of Processing Fee INR 5000/- (US$ 68.50)& INR 900/-(US$ 12.30) GST or as stated on website	Base period of 24 Months followed by maximum2 extension options of 12 months each i.e. total contract duration of 48 months,

Yours sincerely,
Chief Engineer (M)
Punjab Municipal Infrastructure Development Company, (PMIDC).
5 TH Floor, Room No. 501,
Punjab Municipal Bhawan, Plot no -3, Dakshin Marg, Sector 35-A, Chandigarh, 160022,
Punjab, India.
ce1.pmidc@punjab.gov.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/financing/grant1] agreement with the Bank.
	e) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
	f) "Client's Personnel" is as defined in Clause GCC 1.1(e).
	g) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
	h) "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).
	i) "Contractor" is as defined in Clause GCC 1.1.(h).
	j) "Contractor's Personnel" is as defined in Clause GCC 1.1(i).
	k) "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

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¹ *["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]*

over-write, the provisions of the ITC.

l) "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.

m) "ES" means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).

n) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

o) "Government" means the government of the Client's country.

p) "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;

q) "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.

r) "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.

s) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

t) "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.

u) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

v) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD -

RFP.

w) "Services" means the work to be performed by the Consultant pursuant to the Contract.

x) "Sexual Exploitation and Abuse" "(SEA)"* means the following:

y) Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

z) Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

aa) "Sexual Harassment" "(SH)"* is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor's or Client's Personnel.

bb) "Site" is as defined in Clause GCC 1.1 (z).

cc) "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.

dd) "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.

ee) "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.

ff) *A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3.

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 shortlisted 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 shortlisted 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), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting 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 2.2 d., 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

6.3.3 State-owned enterprises or institutions in the

State-Owned Enterprises		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) 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 member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a 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 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.
	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 Proposal Validity	12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of

expiry of the Proposal validity. 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 shortlisted 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. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted 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 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 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.

14.1.3 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**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

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

16.4 The Consultant may express the price for its Services in

Proposal	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 shortlisted 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 shortlisted 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.

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 shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.

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   24.1 Activities and items described in the Technical Proposal

Errors	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. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, 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.
b. Fixed-Budget Selection (FBS)	27.2	In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.
	27.3	The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection	27.4	In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

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.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

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 ITC 33. 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, and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, 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. The Client will require the Consultant to replace any subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. 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 therefor;

(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	33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.
	33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period
	33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
	33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting
34. Signing of Contract	34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after 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.
	34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
35. Procurement	35.1 The procedures for making a Procurement-related

Related Complaint	Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	**Not applicable.**
1 (o)	**Electronic –Procurement System** The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process: website:-**https://eproc.punjab.gov.in** The electronic-procurement system shall be used to manage the following part of the RFP process: The electronic-procurement system shall be used to manage the following part of the RFP process: Issuing RFP, submissions of Proposals, opening of Proposals etc. complete.
2.1	**Name of the Client:** Chief Engineer (M), Punjab Municipal Infrastructure Development Company, (PMIDC). Contact Person: General Manager (Project) Punjab Municipal Bhawan, 5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh 160022 **Method of selection**: **Quality and Cost-Based Selection (QCBS)** as per the Procurement Regulations for IPF Borrowers dated July 2016 revised November 2017 August 2018 and November 2020 (available on www.worldbank.org)
2.2	**Financial Proposal to be submitted together with Technical Proposal**: Yes. Online on website:- **https://eproc.punjab.gov.in** **The name of the assignment is**:

	Enhancement and strengthening of IT services under M-SEVA projects and strengthening of GRM in PMIDC
2.3	**A pre-proposal conference will be held**: Yes Date of pre-proposal conference: 23.08.2023 Time: 1100 Hours Address: Punjab Municipal Bhawan, 5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh 160022 Telephone: 0172-2619151 E-mail: ce1.pmidc@punjab.gov.in Contact person/conference coordinator: Chief Engineer (M)
2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: Refer-Terms of Reference
4.1	**Not Applicable**
6.3.1	**A list of debarred firms and individuals is available at the Bank's external website**: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	**This RFP has been issued in the English language.** **Proposals shall be submitted in English language.** **All correspondence exchanges shall be in English language.**

10.1	**The Proposal shall comprise the following**: **The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders**:
	
	    For FULL TECHNICAL PROPOSAL (FTP):
	
	      The Technical Proposal comprising:
	
	  (1) Power of Attorney to sign the Proposal
	
	  (2) TECH-1

	(3) TECH-2
	(4) TECH-3
	(5) TECH-4
	(6) TECH-5
	(7) TECH-6
	(8) TECH-7 Code of Conduct (ES): The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultant's Environmental and Social (ES) obligations under the Contract. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.
	AND
	The Financial Proposal (if applicable) comprising:
	(1) FIN-1
	(2) FIN-2
	(3) FIN-3
	(4) FIN-4
	(5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	**Statement of Undertaking is required:** Yes.
11.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**
	The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal.
12.1	**Proposals shall be valid for 90 calendar days from deadline for submission of bids**
12.4	Replace second sentence of ITC 12.4 with the following:
	"However, should the need arise, any request for extension of validity will be hosted on e-procurement portal and an e-mail will be sent to each Consultant. The Consultants may send their response if any on the e-procurement portal

	and through e-mail at the e-mail id given in Data Sheet 2.3.
13	Replace ITC 13 with the following:
	"13.1. The e-procurement system specified in ITC 1(m) provides for online clarifications. A Consultant may request an online clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline, or raise its inquiries during the pre-proposal conference, if provided for in accordance with ITC 2.3. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of 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 in ITC 13.1.1 and ITC 13.1.2 below. It is the consultant's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the RFP document.
	13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with the procedure described in the **Data Sheet**. The amendment shall be binding on all Consultants. The Client shall not be liable for any information not received by the Consultants. It is the Consultants' responsibility to verify the website for the latest information related to the RFP.
	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, by amending the RFP in accordance with ITC 13.1.1.
	13.2 A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals. No modifications to the Technical or Financial Proposal shall be accepted after the proposal submission deadline.
	(a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the 'Proposal'.
	(b) For this purpose, modification/withdrawal by other means will not be accepted.
13.1	**Clarifications may be requested online no later than 14 days prior to the submission deadline.**

	The contact information for requesting clarifications is: General Manager (Project), PMIDC, Department of Local Government, Punjab Municipal Bhawan, 5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh 160022 Chief Engineer (M), PMIDC; Email: ce1.pmidc@punjab.gov.in Written copies of the responses and the amendments if any, shall be posted on the Punjab Government e-procurement portal: http://eproc.punjab.gov.in. The Consultants shall remain responsible to view the query and response thereto.
13.1.1	The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.
13.2 (d)	Re-submission of the proposal is not allowed and not possible to withdraw on e-portal.
14.1.2	**Estimated input of Key Experts' time-input: person-months for the base period** | Project position	Nos of Resources.	No of man months
---	---	---
Key Experts		
Operations Manager (Technical)	1	24
Solution Architect	1	24
Full Stack Application Developers	2	48
UI / UX Developer	1	24
DevOps Engineer	2	48
Database Administrator	1	24
Tester	1	24
Functional Experts	1	24	

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Key Experts (CVs to be evaluated during Technical evaluation)

The CVs of these professional shall be evaluated at the technical proposal level.

Non Key as required and assessed by the proposer shall be proposed in the bid. (CVs of these non key experts shall not be scored during Technical evaluation)

The Consultant will propose appropriate man-months for the Non-Key Experts and the cost of the same should be included in the Financial Bid. The CVs of Non-Key professional will be submitted alongwith the Bid. However, these CVs shall not be scored at the technical proposal level and shall be evaluated at the time of mobilization of these professionals and subject to approval of Employer before mobilization.

Note: **The above mentioned are the minimum manpower and minimum man months which are required to complete the assignment under tender. The Consultant/ bidder shall make their own assessment and carry out proper due diligence to calculate the actual requirement of the Manpower and Man months at their own level before bidding to satisfactorily execute the assignment.**

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14.1.3 for time-based contracts only	*NA*
14.1.4 and 27.2	Not Applicable
15.2	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.

16.1	*[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms.* *(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;* *(2) cost of travel by the most appropriate means of transport and the most direct practicable route;* *(3) cost of office accommodation, including overheads and back-stop support;* *(4) communications costs;* *(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;* *(6) cost of reports production (including printing) and delivering to the Client;* *(7) other allowances where applicable and provisional or fixed sums (if any)]* *(8) [insert relevant type of expenses, if/as applicable]*
16.2	**A price adjustment provision applies to remuneration rates: Not Applicable**
16.3	**Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in** Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India. The Client will, however reimburse on proof of submission with relevant Government Authority, the Goods & Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable. The above only are to be shown separately in the financial proposal.
16.4	**The Financial Proposal shall be stated in the following currencies:** Indian Rupees.

16.5	**Payments under the Contract shall be made in** Indian Rupees.
	C. Submission, Opening and Evaluation
17	Replace ITC 17 with the following: "17.1 The Consultant shall submit a digitally signed, encrypted, 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 shall be done electronically on the e-procurement system and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected. Detailed guidelines for viewing proposals, and for online submission of proposals are given on the website. 17.2 An authorized representative of the Consultant shall digitally 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 to be scanned and uploaded together with 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. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal. 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 Proposal or its modifications must be uploaded on the e-procurement portal specified in ITC 1(m), no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline, as per server time. 17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**."

17.1	**The electronic submission procedures shall be as follows:** The Consultants shall submit their Proposals (both Technical and Financial) electronically on the e-procurement portal specified in ITC 1(m), following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website: (a) To participate in the e-tendering process, it is mandatory for the consultants to have enrolment/registration in the website, and valid Class … *[insert as required for the e-procurement system, usually Class II/III(DSC) with signing + Encryption]* Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link www.cca.gov.in *[modify the link or refer to the source where such list can be found, if required]* (b) The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. (c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 10 MB and there is no limit on the number of files to be uploaded. *[modify, if required]*
17.4	**The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than:** **Date: 29.09.2023** **Time:** 12:00 Hours Local Time (Server Time)
17.5	**Not Applicable**
19	Replace ITC 19 with the following: "19.1The Client's evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the **Data Sheet** and this could be viewed online by the Consultants. The consultants or their authorized representatives may attend the online opening in person if this option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the

	subsequent public opening in accordance with ITC 23.
	19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (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 the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate or as indicated in the **Data Sheet**."
19.1	**The procedure for online opening of technical proposals shall be:** *Date:* **29.09.2023** *Time:* 12:30 Hours Local Time (Server Time) ***Consultants have an option to attend the opening of the Technical Proposals in person.*** **The opening shall take place at:** Conference Hall, 5th Floor Office of CEO, PMIDC, Department of Local Government, Punjab Municipal Bhawan, Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh 160022 In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day
19.2	**In addition, the following information will be read aloud at the opening of the Technical Proposals** N/A
21.1	Consultant's technical proposal shall be evaluated in two parts. **Part A (as mentioned below)** shall be **mandatory criteria** that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, **shall not be further evaluated and the proposal shall be rejected**. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in **Part B** below.

Part A: Mandatory Criteria

S. No	Part A: Mandatory Conditions	*Documentary Evidence*	Points Allocation

	1.	The bidder should have positive net worth and an average annual turnover of at least Rs. 40 Crores (Rupees Forty crores Only) in the last five Financial Years from Software development/ customization, implementation and maintenance services (excluding ICT hardware cost) as evidenced by the audited statement.	● Certificate from the Chartered Accountant/Statutory Auditor on turnover details and Net worth for the last Five financial years. ● The certificate must have UDIN issued by ICAI. Copies of audited balance sheets, profit & Loss Statement and Annual Reports.	NA
	2	Bidder must have following certifications, which are valid at the time of bidding- ● ISO 27001:2013 for Information Security Management System. ● ISO 20000:2011/ ISO 20000:2018 for IT Service Management ● CMMi certification (Level 3), which should be valid at the time of	The Applicant must provide- Copies of valid certificates. OR In case, the Applicant is in the process of recertification of ISO/CMMi certification, then the copy of expired certificate and present assessment certificate from duly authorized ISO/CMMi auditor to be enclosed.	NA

	deadline of submission of Bids.		

Part B : Evaluation Criteria:

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

S. No	Scoring Criteria:	*Documentary Evidence*	Points Allocation
i)	**Specific experience of the Consultant (as a firm) relevant to the Assignment:**		**10 Points.**
a.	Bidder should have experience of Open Source Web Based/micro- services based Software development/customization, implementation and maintenance for e-governance of at least 03 projects for Central/ State government/ PSUs/ULBs/Government Undertakings in India during the last 05 years as on bid submission date. -Each such project should have Minimum contract value of INR 4 crores (excluding ICT	● Project completion / Partial Completion (>40%) ongoing certificate from the client. ● Certificate from the Chartered Accountant/Statutory Auditor on minimum contract value for e-governance projects.	If, Min. 03 Projects**: 5 Points.** If, 4-5 Projects**: 7 Points.** If, >5 **:10 Marks**

		hardware cost) and should have 5 or more e-governance modules		
	ii)	**Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):**		**35 Points**
	a.	Understanding, Approach & Methodology including Challenges and risks foreseen & mitigation plans. The Approach & Methodology must come out with clear understanding towards the requirement and modus operandi. It should clearly bring the essential milestones, Project plan, WBS, deliverables, timelines, work plan, RACI Matrix, approach for providing operation and maintenance support & Transfer of knowledge to every ULB & accountabilities, etc.	Documents explaining the following but not limited to Understanding of Approach & Methodology including Challenges and risks foreseen & mitigation plans. The Approach & Methodology clear understanding charts/workflows for the requirement and modus operandi. It should clearly bring the essential milestones, Resources to be deployed, Project plan, WBS, deliverables, timelines, work plan, RACI Matrix, approach	**20 Points**

			for providing operation and maintenance support to every ULB & accountabilities, etc.	
	b	CMMi certification The Applicant to possess CMMI certification (Level 3 or above), which is valid at the time of bidding.	Copy of the certificate. OR In case, the Applicant is in the process of recertification of CMMi certification, then the copy of expired certificate and present assessment certificate from duly authorized CMMi auditor to be enclosed.	Level 3 **:5 Points** Level 4 **:7 Points** Level 5 **:10 Points**
	c	Experience on UPYOG/DIGIT Platform	Project completion / Partial Completion / Work orders / ongoing certificates from the client.	**05 Points**
	iii)	**Key Experts' qualifications and competence for the Assignment:** Evaluation of proposed CVs for the bid. The CVs for the adequate positions to	Document required as per TECH 6 form.	**50 Points** ● Operations Manager (01) - **9marks** ● Solution Architect (01) -**7marks** ● Full Stack Application Developers (02) - **5marks** ● UI / UX Developer

		meet the solution requirement for Project Implementation need will be evaluated		(01) -**5marks**
				● DevOps Engineer (02) -**4marks**
				● Database Administrator(01) - **4marks**
				● Tester(01) -**4marks**
				● Functional Experts (01) -**3marks**
				
				The number of points to be assigned to each of the positions shall be determined considering the following three sub-criteria and relevant percentage weights:
				
				1) Qualifications 20%
				
				2) Adequacy for the Assignment (experience in carrying out similar assignments):
				  i. Overall Experience required – 15%
				  ii. Experience in similar type of project – 50%
				
				3) Relevant certifications : 5%
				Total weight:100%

	iv	Transfer of knowledge (training) program:		05 Marks

Total points for the four criteria: 100

The minimum technical score (S_t) required to pass is: 80

	Note: Min qualifying marks for key experts will be 70%.
22.2	Replace second sentence of ITC 22.2 with the following: "All other Financial Proposals shall not be opened."
	Public Opening of Financial Proposals
23	Replace ITC 23.1 with the following: "23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify online through e-procurement portal 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 not be opened; and (iv) notify them of the date, time and location of the online public opening of the Financial Proposals and invite them to attend." In ITC 23.2(b) first sentence, after the words 'in writing', add the following: 'online through e-procurement portal' In ITC 23.2(b)(iv), after the words 'location of the' add the following: 'online' Replace ITC 23.4 with the following: "23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant's choice" Replace ITC 23.5 with the following: "The Financial Proposals shall be publicly opened online 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 and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the e-procurement portal for the information of all Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening."
23.5	Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal all Consultants of the location, date and time of the public opening of Financial Proposals.
	Any interested party who wishes to attend this public opening should contact [*insert name and contact details for responsible officer*] and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.
	Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of 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.
26.1	**Not Applicable.**
27.1 (QCBS only)	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other**

	Proposals is calculated as following: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. **The weights given to the Technical (T) and Financial (P) Proposals are**: **T** = 70%, and **P** = 30% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
	D. Negotiations and Award
28.1	**Expected date and address for contract negotiations:** **Date**: 60 days from the deadline for submission of bids **Address:** Chief Engineer, Punjab Municipal Infrastructure Development Company, (PMIDC). Contact Person: Chief Engineer (M) Punjab Municipal Bhawan, 5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh 160022
30	Not Applicable
32.1	The successful Consultant shall submit the Beneficial Ownership Disclosure Form.
34.2	**Expected date for the commencement of the Services:** Within 15 Days from the date of issue of notification of award.
35.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (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:

<table>
<tr><td></td><td>

For the attention:

Title/position: Chief Executive Officer, PMIDC

Client: Punjab Municipal Infrastructure Development Corporation (PMIDC)

Email address*:* ceo.pmidc@punjab.gov.in

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of this Request for Proposal;

2. the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and

3. the Client's decision to award the contract.

</td></tr>
</table>

Section 3. Technical Proposal – Standard Forms

{<u>Notes to Consultant</u> 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.	10MB per Document
✓ 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.	-----do------
✓ 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	-----do------
✓		TECH-2	Consultant's Organization and Experience.	-----do------
✓		TECH-2A	A. Consultant's Organization	-----do------
✓		TECH-2B	B. Consultant's Experience	-----do------
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	-----do------
✓		TECH-3A	A. On the Terms of Reference	-----do-----
✓		TECH-3B	B. On the Counterpart Staff and Facilities	--do-----
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	-----do------
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	-----do------
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	-----do------
✓	✓	TECH-7	Code of Conduct (ES)	-----do------
✓	✓	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	-----do------

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. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

{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 until *[insert day, month and year in accordance with 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, sub-contractors, 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)   **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others*].

> We [*where JV, insert:* "including any of our JV members"*]*, and any of our sub-consultants:

> > (i)   [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

> > (ii)   [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

> > (iii)   [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

(g)   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 India.

(h)   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.

(i)   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}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

---

1. List only previous <u>similar</u> assignments successfully completed in the last *[.....]* years.

2. List only those assignments for which the Consultant 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.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010 }	{e.g., "Improvement quality of..............": designed master plan for rationalization of ....; }	{e.g., Ministry of ......, country}	{e.g., US$1 mill/US$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., US$0.2 mil/US$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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 (FOR FULL TECHNICAL PROPOSAL ONLY)

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 (in FTP format):

a) Technical Approach and Methodology
b) Work Plan
c) 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, *(*including on the Environmental and Social (ES) aspects) to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b)   ***Work 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.}

c)   ***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-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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, Methodology, and Organization of the Consultant's team***. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks *(*including on the Environmental and Social (ES) aspects) to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

b) ***Work Plan and Staffing***. {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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.}

c) ***Comments (on the TOR and on counterpart staff and facilities)***

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables [1] (D-..)	Months											TOTAL
		1	2	3	4	5	6	7	8	9	.....	n	
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{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 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1		D-2		D-3	....	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb} [Team Leader]		Operations Manager	[2 month]		[1.0]		[1.0]							
				[0.5 m]		[2.5]		[0]							
K-2			Solution Architect												
K-3			Full Stack Application Developers												
			UI / UX Developer												
			DevOps Engineer												
			Database Administrator												

			Tester																	
n																				
			Functional Experts																	
NON-KEY EXPERTS																				
N-1			[*Home*]																	
			[*Field*]																	
N-2																				
n																				
													Subtotal							
													Total							

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

▮ Full time input
▭ Part time input

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

_____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel…………./e-mail……; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

_____

Language Skills (indicate only languages in which you can work): _____

_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail …………………., phone……………)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

_____

Name of Expert   Signature   Date

{day/month/year}

_____

Name of authorized   Signature   Date
Representative of the Consultant
(the same who signs the Proposal)

FORM TECH-7 (FOR FTP AND STP))
CODE OF CONDUCT FOR EXPERTS (ES) FORM

CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;

2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;

3. maintain a safe working environment including by:

    a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;

    b. wearing required personal protective equipment; and

    c. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's Personnel;

7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another ;

8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;

10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);

11. report violations of this Code of Conduct; and

12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [   ] or by telephone at [   ] or in person at [   ]; or

2. Call [   ] to reach the Consultant's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

<div align="center">

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

</div>

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.

- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.

- An Expert rapes, or otherwise sexually assaults a member of the community.

- An Expert denies a person access to the Site unless he/she performs a sexual favor.

- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.

- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is "asking for it" because of how he/she dresses.

- Unwelcome touching of an Expert or Employer's Personnel by another Expert.

- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

FORM TECH-8 (FOR FTP AND STP)
SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each sub-consultant proposed by the Consultant]

Consultant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Sub-consultant's Name: *[insert full name]*
RFP No. and title: *[insert RFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We:
☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.

**[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*

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 Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method

FIN-4   Reimbursable expenses

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}, *[Insert "including" or "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

Item	Cost
	{Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet and clause 49.2 of SCC**; delete columns which are not used}
	Amount in INR
Cost of the Financial Proposal	
Including:	
(1) **Remuneration**	
(2) **Reimbursable**	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
(i)-------------------- {insert type of tax. e.g., GST}	
(ii)----------- {e.g., income tax on non-resident experts}	
(iii)------------{insert type of tax}	
Total Estimate for Indirect Local Tax:	

Footnote: Payments will be made in the currency(ies) expressed above (i.e. in INR) (Reference to ITC 16.4).
(Submit on the Punjab Government e-procurement portal: http://eproc.punjab.gov.in. as RAR file for Financial Part)

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration					
No.	**Name**	**Position (as in TECH-6)**	**Person month Remuneration rate In INR**	**Time Input in Person/Month** (from TECH-6)	**Value in INR**
____	**Key Experts**		_____	_____	_____
K-1		Operations Manager	[*Home*] / [*Field*]	_____	
K-2		Solution Architect		_____	
____				_____	
____		Full Stack Application Developers			
____				_____	
____		UI / UX Developer		_____	
____		DevOps Engineer		_____	
____		Database Administrator		_____	

____		Tester		_____	
____		Functional Experts		_____	
____				_____	
____				_____	
____			_____ _____		
N-1			[Home]	_____	
N-2	_____	_____	[Field]	_____	
____	_____			_____	
____				_____	
____			Total Costs		

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses

N o	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
___	{e.g., Per diem allowances**}	{Day}		_____				
___	{e.g., International flights}	{Ticket}		_____				
___	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}				_____			
	{ e.g., reproduction of reports}				_____			
	{e.g., Office rent}				_____			
	....				_____			
	{Training of the Client's personnel – if required in TOR}				_____			
	Total Costs							

Legend:
"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption <u>shall not</u> 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); bidders (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;[2] (ii) to be a nominated[3] 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) bidders (applicants/proposers),, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[4] 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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[2] 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.

[3] 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.

[4] 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.

Section 7. Terms of Reference

1 Background

1.1 Introduction

Government of Punjab is striving to leverage digital transformation in heralding a new era of improved efficiency and effectiveness of services delivery to the citizens. Further, it is an endeavor of the Government to continuously improve the quality of life of citizens by leveraging new-age innovative technologies.

Department of Local Government, Punjab has ambitious plans to scale up e-Governance across all 166 Urban Local Bodies (ULBs) in the state (Please refer to Annexure N for the List of ULBs). It aims to enhance the citizen experience of public services by providing integrated, end-to-end services using a comprehensive State-wide Service Delivery Infrastructure, supported by a chain of Citizen Service Centres (CSCs) and by utilizing advanced ICT tools for citizen-facing service delivery and back-office computerization.

Given this context, PMIDC on behalf of Department of Local Government has implemented a project named Municipal Seva popularly known as 'mSeva', to roll out e-Governance services across the ULBs in State. mSeva is making Urban Governance transparent, technology enabled, time-bound through teamwork, thereby leading to transformation in the lives of citizens in all Urban Local Bodies of the State. This initiative is being driven by the following Vision Statement:

"Bring about high levels of citizen satisfaction through integrated service delivery on an anytime, anywhere basis, in a transparent, effective and efficient manner."

Further, to bolster its commitment towards revitalizing the public administration and making it citizen-centric, PMIDC has signed a MoU with e-Governments Foundation, to deploy their full stack of Municipal Services applications along with the digital platform called 'DIGIT - Digital Infrastructure for Governance, Impact & Transformation' − India's largest Open Source Platform for Urban Governance. DIGIT is a modular, extensible and evolvable platform that complies with the architectural principles and guidelines as proposed in the National Urban Innovation Stack, published by Ministry of Housing & Urban Affairs (MoHUA) https://smartnet.niua.org/nuis.

Refer https://urban.digit.org/   for the key guiding principles of DIGIT and detailed documentation of the Platform.

PMIDC has signed a Tripartite MOU with NIUA and MoHUA for adoption of UPYOG (Urban Platform for delivery of Online Governance)

Punjab Municipal Infrastructure Development Company "Client", on behalf of Department of Local Government invites competitive bid proposals from empanelled IPs for selection of implementing Agency who have sufficient experience in the area of Municipal e-Governance for implementation of the digital platform across 166 ULBs of Government of Punjab as well as operation & maintenance of this system.

1.2 About mSeva and other existing applications

mSeva project has been built on open source platform "DIGIT" created by eGovernments Foundation. Platform based approach helps in faster rollouts and once implemented, the platform allows faster scalability and expandability by re-using the common components of the platform. As a part of the "Digital Citizen Services First" approach, a comprehensive stack of municipal services has been implemented in Urban Local Bodies of Punjab. Following is a broad status of implementation of egovernance services in the ULBs.

A. Technology (JAVA/ Micro Services) – DIGIT / UPYOG Platform
   I.   Public Grievance Redressal (164 ULBs)
   II.   Property Tax (162 ULB)
   III.   Trade License (132 ULBs)
   IV.   Miscellaneous Collection (164 ULBs)
   V.   Double entry Accounting system (164 ULBs)
   VI.   Fire NOC (2 Fire Stations Batala & JIRA)
   VII.   Water & Sewerage Services (Currently on 2-4 , Migration in process)
   VIII. IHRMS – (Application for Employee & User ID management on mSeva)
   IX.   Dashboards
B. Technology – (JAVA / Spring Boot) – ERP (Old System Need to be phased out as
   I.   W&S – Billing / Collection / Apply New Connections / Change of Title)
   II.   Pet License (1 ULBs Mohali)
   III.   Street Vendor Registration (164 ULBs)
C. Technology Dot Net – Fire NOC application developed in-house and implemented in 47 Fire Stations
D. Technology PHP
   I.   Water Sampling Dashboard for PWSSB
   II.   Works Monitoring for PWSSB
   III.   Municipal Properties for Local Govt.
   IV.   Budget Collection
   V.   Application for UIEP Phase 1 Phase 2
   VI.   Website
E. Mobile Applications (Android)
   I.   App for Attendance / Inspection / Field Visit for PWSSB Staff
   II.   App for CF & Motivators under SBM-U
   III.   App for tracking Field Staff – SUDA
   IV.   App for Water Sampling – Hypochlorite –PWSSB
   V.   App for Toilet Inspection and Geo Tracking
   VI.   App for Geo tagging projects under AMRUT
   VII.   App for POS Machines – for W&S collection
   VIII. App for GIS Survey
F. Whatsapp Chatbot
   I.   Chatbot for mSeva – PGR / PT Collection / W&S collection
   II.   Chatbot for Covid – Punjab Govt. Covid Care Chatbot
           1. Get information about Covid

2. Register your vitals
3. For RRT team members only
4. For RMO members only
5. Beds Availability (L2/L3)
III.   Chatbot for SBM-U

1.3 Project Objectives

The broad objectives of the project include:
- Improved ease of living for citizens through hassle-free access to civic services
- Ease of working for field-level functionaries through digital tools and on demand capacity building
- Better decision support systems to manage cities better
- Easier access to information and a streamlined way of connecting with urban departments to serve citizens better
- Lowered costs for innovation through open data and ease of building solutions that suit the needs of stakeholders
- Improved ease of doing business through streamlined and time-bound approval of applications
- Connecting evidence to policy and practice to enhance inclusive and sustainable urban development
- Drive reforms and achieve State priorities in a targeted manner
- Improved financial management, fund-utilization and budgeting
- Improved targeting of policy through analyzing robust data on the urban sector across the country
- Foster national collaboration & competition for improved implementation of urban programs

1.4 Project Outcomes
From the perspective of different stakeholders, following are the desired outcomes from this project:

a. For Citizens & Businesses:
- Anywhere, Anytime Services via multiple Delivery channels & mechanism
- Delivery of all Services within pre-defined timelines
- Ease of payment of fees for the services received
- An effective Grievance Redressal Mechanism
- Transparency in availing services
- Improved citizen participation

b. For ULBs & the Government:
- Improved service delivery to citizens
- Standardized practices and procedures across all ULB offices
- Improved productivity of officials
- Centralized decision support system to monitor and evaluate the performance of all ULB offices

2. Scope of Work

The primary objective of this project is to create close synergies within and across various Urban Local bodies and line departments in each of the ULBs for efficient city Administration and enhancing revenue collection. To achieve this, implementation partners shall ensure optimum and efficient delivery of public services to the citizens and visitors of upgraded and integrated mseva portal.

At present, there are multiple stand-alone IT systems created over time and the implementation partner will need to examine existing platforms and where possible integrate them seamlessly with the proposed solution.

2.1 Digital Solution Implementation

2.1.1. Requirement Gathering

a. The Implementation Partner shall understand the existing mSeva (DIGIT/UPYOG) platform, along with key features and functionalities

b. The IP shall carry out a detailed study of the functional requirements of the Solution to formulate the Solution Design Document (SDD). For Minimum functional requirements and features of each of the modules of the Solution, refer to Appendix 2. The SDD shall necessarily contain the following details:

　　i. Detailed mapping of the prevailing workflows for different processes
　　ii. Functional logic for various Citizen Service and support processes - for example issue of trade license, property mutation etc.
　　iii. User groups, roles and types of access needed
　　iv. Service access channels- such as portals, CSCs, mobile app, handheld devices, etc.
　　v. System checks requirements
　　vi. Master Data requirements
　　vii. Reporting requirements
　　viii. Security requirements
　　ix. Audit Requirements
　　x. Migration requirements - Digital and Manual records
　　xi. Language and Localization requirements
　　xii. Integration requirements with existing systems and any other external agencies
　　xiii. Any other relevant details which are required to clearly articulate solution requirement

c. The SDD preparation shall take into account the Business Process Reengineering (BPR) changes identified during the Requirement gathering stage

d. The IP shall identify the configurations, extensions and integration requirements for the implementation. Any changes required in the proposed processes will have to be explicitly discussed and agreed with PMIDC and relevant stakeholders.

e. Based on the requirements study, IP shall submit a SDD which should be agreed upon with PMIDC through a formal sign off.

f. Once the SDD is approved, IP would create a High Level Design (HLD) which should be agreed upon with PMIDC through a formal sign off. The HLD would consist of deployment design, coding standards, architectural requirements etc.

g. Migration Requirements: IP shall perform Legacy Data Migration and its reconciliation where ever required. Some of the identified migration requirements are

    i.   Property Data / Property Survey Data migration from Legacy system / Excel to mSeva.

    ii. Water & Sewerage connection data along with billing and demand information from Legacy system / Excels to mSeva.

2.1.2. Solution Configuration

a. IP Shall be responsible for configuration and deployment (Dev Ops management) of the existing / new applications both for ERP based and DIGIT.

b. Solution is currently hosted on AWS Cloud through empanelled vendor of DoGR. IP shall be responsible for migration in case department decides to shift the services on any other cloud service provider or State Data Center.

c. Solution has been integrated with whatsapp Chatbot to provide functionality to the user to access PGR module services like file complaints, track complaints, notifications from whatsapp. It should allow the user to get receipts/Bills on chatbot and pay the bills for Property, Trade License, Fire NOC, Water and Sewerage and other related service modules. IP shall be responsible for procuring services from Chatbot service provider, its integration.

d. Integration & Management with existing SMS Service provider-NIC (PMIDC shall continue to purchase the SMS)

e. IP shall be responsible for integration with the other e-Governance applications if any as and when required and necessary APIs should be developed for integration. Few of these external applications are mentioned below:

    i.   Integrated Financial Management system developed by NIC
    ii.   Human Resource Management System developed by NIC
    iii.   Existing Engineering Project Management System for works
    iv.   Existing Applications of MC Ludhiana & MC Bathinda for common dashboard
    v.   Payment Gateway / SMs Gateway / Email Gate way
    vi.   POS Machines
    vii.   Digital Signature / e-Sign
    viii. Digi Locker
    ix.   Integrated Citizen Facilitation Centers

f. Web Portal and Mobile applications shall be the interface and delivery channel for citizens, employees and other stakeholders to access various services of the ULBs.

Users shall have direct access to this portal from their office/homes/other locations. The portal shall also be accessible from CSCs. Citizen and Employee Mobile Apps are available on Android Platform with all the features that are available on Web app. IP shall be required to extend the mobile App for IOS platform

g. IP Shall be responsible for Implementation of other Payment Gateway Integrations like BBPS / UPI / QR / New Digital Currency and payment reconciliation from time to time.

h. In order to extend and configure the platform to provide the solutions listed in this RFP, the IP must adhere to all applicable guiding principles of DIGIT / UPYOG

i. Implementation partner shall be responsible for version upgrade of mseva platform to latest version of DIGIT/UPYOG as per requirement. Current version of mSeva is 2.2. PMIDC has initiated process of upgrade to UPYOG version 2.9 without new UI and IP shall be required to take up the maintenance and support of the same. PMIDC may plan to upgrade the frontend at a later stage and IP may be asked to take up UI/UX upgrade as a new application requirement.

j. The IP will procure the SSL Certificate required for Project related domains. The number of SSL certificates will depend on the number of domains.

k. The IP needs to operate/maintain all third party services like wordpress plugins, Google Play store / IOS Store account etc.

l. IP shall be responsible for supporting the department in Integration with Sub Authenticating User Agent (AUA) for Aadhar Integration.

m. IP shall be responsible for integration with various existing applications like
   a. CM Dashboard
   b. Integrated command and control Center
   c. National Dashboard
   d. UMANG App
   e. SCADA & M&E systems
   f. Business First Portal

   Or any other new application of the State / Central government developed by it during the course of the contract.

n. The IP will develop additional new modules on DIGIT/UPYOG platform (as required from time to time). Some of the indicative but not limited to additional modules which IP may be working on are as follows.
   .   Garbage Collection Fee Management
   i.   Rent and Lease Application
   ii.   Asset Management
   iii. Inventory Management
   iv.   Citizen Score card Application
   v.   Community Center Booking
   vi.   Application to Issue NOC
   vii. Challan Generation
   viii. Pet Registration
   ix.   Fire Service
   x.   Solid Waste Management / Fecal Sludge Management
   xi.   Upgrade of UI/UX of mSeva to UPYOG UI/UX

2.1.3. Audit and Certification

a. Implementation Partner shall get security audit done from STQC/ CERT-IN and implement resolution to the finding of security audit. The consultant will have to conform / modify the system with findings of Security Audit.

b. PMIDC may get the STQC/ CERT-IN done on the decided frequency, and the finding will be implemented by the IPs Support & Enhancement team.

c. Implementation Partner will be responsible for implementing measures to ensure the overall security of the solution and confidentiality of the data. The IP shall monitor production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of the Services. This monitoring shall be through the security controls including: Real-time intrusion detection tools , Audit review tools , Manual processes

2.1.4 Acceptance Criteria

a. Implementation Partner (IP) must ensure the tasks are implemented in phased manner as per the Implementation Plan. Implementation plan will be prepared and accepted at the time of agreement.

b. **Functional Requirements**: The system developed/customized by IP shall be reviewed and verified by the PMIDC and select internal department users (i.e. User Acceptance Testing) against the Functional Requirements signed-off. Any gaps, identified as a severe or critical in nature, shall be addressed by IP immediately prior to Go-live of the system

c. **Performance**: Performance is that aspect of service, which is measured in terms of throughput and latency. The thresholds for performance shall be defined in the Initial phase of the project. Higher throughput and lower latency values represent good performance of a service. Throughput represents the number of service requests served. Latency is the round-trip time between sending a request and receiving the response. This test process will include the following activities:
   - Determination of performance metrics
   - Designing performance tests
   - Development of workload
   - Performance testing
   - Identification of bottlenecks and providing solutions
   - Determining final performance figures.
   - Communication of final results to all stakeholders

Final output of this process would be a sizing guide for the solution tested. The sizing guide will document the details of the performance tests, test data, bottlenecks identified, alternate solutions provided, and the final performance data.

d. **Availability**: High Availability is a key requirement. The project must provide employees/Citizens/CSC Operators with timely, continuous access to information. The project must also be able to rebound or recover from any planned or unplanned system downtime, ensuring a minimal impact on the operations. Availability is the quality aspect of whether the service is present or ready for immediate use. Availability represents the probability that a service is available. Larger values represent that the service is always ready to use while smaller values indicate unpredictability of whether the service will be available at a particular time. It is expected that IP would maintain average availability / uptime of all components included but not restricted to hardware items, servers, database servers, system software, enterprise wide application software, etc. as per the SLA.

e. **Security**: Security is the aspect of the service of providing confidentiality and non-repudiation by authenticating the parties involved, encrypting messages, and providing access control. The applications can have different approaches and levels of providing security, depending on the service requester. Security Process will include:
   - Audit of Network, Server and Application security mechanisms
   - Assessment of authentication mechanism in application / components / module
   - Assessment of data encryption mechanism
   - Assessment of data access privileges, retention period and archival mechanism
   - Assessment for tools provided by IP for Vulnerability assessment and automated policy compliance tools, Log Correlation, end to end data encryption and various other security tools.

Final outcome of this process would be a comprehensive audit report including all Network, Server and Application security features incorporated in this project.

f. **Manageability**: The solution deployed should have has adequate monitoring and tracking features for measuring the utilization and availability of resources. This includes:
   - Remote monitoring of Status and Statistics of all high-level components
   - Management capability to start/stop/restart services and systems
   - Auto discovery of all components manageable
   - Auto discovery of all other system components
   - Ability to track changes in configuration of the system components to help track service
   - System disruptions

Implementation Partner (IP) shall ensure these are built in the existing applications also.

g. **Project Documentation**: PMIDC shall review the project documents developed by IP including requirements, design, source code, installation, training and administration

manuals, version control, Layout Plan, etc. Any issues/gaps identified by the PMIDC, in any of the above areas, shall be addressed to the complete satisfaction of PMIDC. Documentation requirement (but not limited to) are as follows:

    i.   Technical, Operational and User Manuals for operation of deployed solution
    ii.   All policy documents such as Security Policy, Backup and Recovery Policy, Business Continuity Plan (BCP), etc.
    iii.   Source Code and solution design documents
    iv.   Technical documentation related to Cloud Services
    v.   All the relevant documents related to Implementation and any other document which may be necessary

h. **Data Quality**: PMIDC shall perform the Data Quality Assessment for the data digitized/ migrated by IP. The errors/gaps identified during the Data Quality Assessment shall be addressed by IP before moving the data into production environment, which is a key milestone for Go-live of the solution or feature.

2.2. Data Migration & Digitization

Implementation Partner (IP) would be responsible for the digitization of the data currently available in the databases of the existing IT systems or manual records to the Database mSeva project. The procedure for Data digitization and Migration activities is covered in subsequent paragraphs.

2.2.1. Data Migration Requirements

IP will ensure that the data migration task is completed and validated before shifting to the new application or making new a tenant live. For the data migration activity the IP will:

a. Procure and maintain any hardware, software, tool or plug-in required for performing data migration and related tasks at no additional cost to PMIDC.

b. Design data migration plan including acceptance methodology and get it approved from PMIDC. Data Migration plan should also highlight the prioritization for data migration based on locations, modules and/or sub-phase.

c. Data migration for each sub-phase/module/location/ULB to be implemented must be completed at least one week prior to start of its pilot implementation in that location/ULB. Migration of location/ULB specific data must be completed at least one week prior to start of implementation in that location/ULB.

d. PMIDC will provide the available data to the IP for migration purposes in the format as available with PMIDC. IP will convert the format, if required and migrate the existing data. IP will provide the print outs and /or on-line view access of the migrated data to PMIDC for verification purposes. Cost towards printer, paper, cartridge, etc., will be borne by IP.

e. The IP will provide checklists for migrated data to PMIDC for verification, including number of records, validations (where possible) and other controls.

f. IP will submit a report on the quality assurance/control and the process adopted duly ensuring the accuracy in the migrated data (100% accuracy is required). Further, PMIDC will verify the data digitization on random sampling basis.

g. Any corrections as identified in the migrated data during Data Quality Assessment and Review shall be addressed by IP at no additional cost to PMIDC. IP shall be required to make corrections as identified as soon as possible and maximum in a week from date of notifying by PMIDC or timeline as agreed with PMIDC.

2.2.2. Data Digitization Requirements

IP will be responsible for the data entry and/or digitization of the existing paper based records / physical files (IF REQUIRED). Payment for this shall be based on item rate offered in financial bid. IP shall develop/procure and maintain all the software/hardware/tool/plug-in required for the purpose of digitization/scanning of documents as appropriate. IP will formulate the data digitization plan and the resource plan, in consultation with PMIDC.

2.3. Training & Change Management

a. As the organization goes through changes IT infrastructure will also change from time to time to meet the changing needs of the businesses. Proper change management will ensure that approved changes are implemented efficiently and with acceptable risk to the existing and to the new IT Services with minimal impact on the operations of ULBs. Training can be used as an effective medium to bring about the necessary change. Therefore, as envisaged by PMIDC, IP is required to train the ULB/department staff (technical personnel and end-users) to enable them in effectively operating the system. IP shall also be responsible for re-training the staff whenever changes are made in the Solution that is implemented for this project.

b. Before the commencement of the training, IP shall prepare a capacity building plan at various levels including the ULB administrators and module specific administrators and agreed upon by PMIDC.

c. In addition to the individual trainings conducted centrally for the ULB and 'Train the Trainer' approach may also be followed for effectiveness and continuity of training for future in consultation with PMIDC.

d. IP shall take the feedback from trainees at the end of each trainee and submit a report to PMIDC.

e. Training shall be imparted in Punjab and English

f. IP shall develop documents, videos, e-contents in English and the local language (maximum 5-15 minutes) and upload on the portal so that users can do self-learning. E-Contents should be prepared for:
   - Registration into application
   - Password change
   - Application/Portal Navigation
   - Broad functionalities/features of all modules

- Walk through of each functionality enabled in the system

g. At the beginning of the project, following trainings shall have to be provided by the IP. Duration of each training shall be decided mutually

#	Training Detail
1	General Awareness Training (Basic computer awareness training)
2	Functional Training on Application and system administration training
4	Change Management and IT sensitization training for Senior officers

h. Subsequently, on the job trainings/handholding shall have to be provided by the IP from time to time.

2.4. Centralized Help-desk Set Up and Operations

a. PMIDC requires a helpdesk enabled with Interactive Voice Response System (IVRS) and required software and call management service that will automate processes to consolidate, log, track, manage and escalate incidents and problems. The Service will act as a single point of contact Helpdesk for all ULB employees /Operators under CSCs who will record an incident. It will help PMIDC to accelerate detection and problem resolution, maintain accurate configuration details, and minimize the risk caused by any change.

b. IP is required to set up, operationalize and run this centralized helpdesk, accessible through telephone, the web portal, mobile phone where the users of the portal can call to register complaints and/or make suggestions.

c. PMIDC shall provide toll-free number for helpdesk and will pay directly to Service Provider the cost towards its usage. IP shall check and verify the usage of toll-free number and submit a verification note every month.

d. IP shall be responsible for arranging necessary space, power, infrastructure, etc. for helpdesk to be set up. IP can propose helpdesk from its location or through available hosted call centre solution in Punjab

e. Minimum 4 helpdesk staffs are expected under this project. However, IP shall be required to provide satisfactory response to all calls received at helpdesk. Based on number of calls, PMIDC may increase or decrease the number of helpdesk seats. Resources for helpdesk operation shall be dedicatedly deployed on this project for full time basis. Payment to IP will be made based on actual number of helpdesk seats. This helpdesk is to be started after Implementation Partner has taken over the operations maintenance of the project as per timelines given.

f. The centralized helpdesk would also facilitate resolution of day to day technical issues faced by the technical coordinators at the ULB level through call ticket management system

g. The centralized helpdesk will :
- Track each incident / call to resolution

- Escalate the calls, to the appropriate levels
- Coordinate with respective stakeholders for closure of calls
- Analyze the incident / call statistics and provide monthly reports including but not limited to - type of incidents / calls logged, Incidents / calls resolved, Incidents / calls open

Operational requirements for Helpdesk:

- Helpdesk will provide services using toll-free numbers to the employees/ Operators of CSCs during general shift from 8AM to 8PM except on public holidays declared by Government of Punjab.
- Helpdesk should be both IVRS-enabled as well as operator-assisted.
- Helpdesk will be connected to PAWAN by IP.
- Call / Service request received at helpdesk for a specific ULB would be forwarded to them accordingly.
- The services shall be rendered across the State to all ULBs. The service shall be accessible in Punjabi, Hindi and English.
- The IP must periodically solicit user satisfaction levels (ULBs) about the e-Government system and take feedback from the Users .
- The menu structure shall provide callers with touch tone shortcuts, that can be used in sequence, which will allow the knowledgeable users to access information more quickly, without having to "drill down" through the menu structure with every call.
- The number of operator at helpdesk to be scaled up, if necessary, by the IP based on transaction growth and to meet the SLAs
- Helpdesk system should provide ULB wise, service wise and ward wise complaint details.
- Helpdesk should be integrated with the helpdesk run by Citizen Service Centres to receive any query/complaint directly from their helpdesk for the issues pertaining to solution provided by IP.

2.5. Operations & Maintenance

a. Implementation partner will be required to operate, support and maintain existing applications developed under mSeva project. Implementation partner shall provide L1, L2 and L3 Support for the existing application
b. IP will operate and maintain all the components of the proposed solutions for a period of two years from date of Award/LOI/Kick off. The period of contract can be extended every year subject to   maximum of 3 extensions as per mutual agreement.
c. During the O&M phase, IP shall customize, implement and manage the Solution in accordance with the service level defined for the project.
d. IP shall provide operational support and maintenance services for the term of the Project including but not limited to the overall system stabilization, IT infrastructure solution maintenance, system administration, security administration, database administration, network administration and end-user problem resolution. The IP will have to ensure that the solution is functioning as intended and attending to all problems associated in operation of the application system.

2.5.1. Application Solution Management

a. The IP will provide full support to ensure that the Solution implemented under this Contract shall have no defect arising from development/ customization/configuration or from any act or omission of the IP.
b. This support should also cover adapting the Solution for any additional requirement that might come to the notice of PMIDC at the time of actual use of the same.
c. During the Project term, the IP shall be completely responsible for defect-free functionality of the Solution implemented or being maintained under this Contract and shall resolve any related issues (including bug-fixing, etc.) within the duration agreed between the PMIDC and the IP, at no additional cost to PMIDC.

d. Since it has been considered that application may undergo the changes post-go live of application, hence IP shall deploy the required resources during operation & maintenance period. IP shall make all the customization in the Application during Operation & Maintenance period as per requirement of PMIDC without any additional cost/change request to PMIDC for all the services/modules mentioned in this RFP. The related cost may be factored-in reasonably under 'Maintenance Charges of Application' in the financial formats.

e. The IP shall provide latest updates, patches/ fixes, version upgrades relevant for the Solution implemented under this Contract.

f. IP shall be responsible for Version Management and its documentation reflecting changes or enhancements made in the application including features and functionality. IP shall update the Application in the form of 'Releases' for any change made post application security audit of sub-phase 1. Each release will be tested thoroughly by IP including unit testing, system testing, performance testing and regression testing. IP shall submit UAT test cases to PMIDC with Requirement Traceability Matrix (RTM) for UAT by PMIDC. All the releases are subject to security audit by PMIDC.

g. All planned or emergency changes to any component of the system shall be through the approved Change Management process. The IP shall ensure:
    ● Detailed impact analysis
    ● Appropriate communication on change required has taken place
    ● Proper approvals have been received
    ● Schedules have been adjusted to minimize impact on the production environment
    ● All associated documentation are updated post stabilization of the change
    ● Version control maintained for change

h. The IP shall be responsible for arranging for annual technology support with NIUA under NUDM (limited to upgrades for UPYOG platform)) during the entire O&M phase. IP shall be responsible for arranging for annual technology support for any other third party product used as part of solution deployment during the entire O&M phase.

2.5.2. Infrastructure Management

a. mSeva is currently hosted on Amazon Web Services (AWS) cloud. IP shall be responsible for managing the solution on cloud and carry out the study and due diligence to arrive at the right/ optimum sizing to host the solution. Any changes required shall be signed off by PMIDC.
   IP shall carry out quarterly optimization activity to ensure best performance and optimum utilization of resources

b. The IP will also be responsible to work with PMIDC, provide assistance to ensure that the Application is hosted on the environment provided by the state, and finalise the SLAs needed from the Infrastructure. And also ensure that the Development, Production, User Acceptance Testing (UAT) and Training instances are available as needed with required remote access provided for these instances.

c. The IP will also work with the department to finalize the back-up and DR strategy and implement the same.

d. To enable IT support and administration, the IP would need to plan and deploy experienced manpower so as to maintain availability of services and Servcie Level Agreements (SLAs). Infrastructure Management includes the following activities:

   ● Design of appropriate System Administration policy with precise definition of duties and adequate segregation of responsibilities and obtaining approval for the same from PMIDC.
   ● Overall management and administration of infrastructure solution including servers, networking & security components, storage solution etc.
   ● Performance tuning of the system as may be needed to comply with Servcie Level Agreements (SLA) requirements on a continuous basis.
   ● Security management including monitoring security and intrusions into the solution.
   ● Monitor and track server and network performance and take corrective actions to optimize the performance on a daily basis.
   ● System administration tasks such as managing the access control system, creating and managing users, etc.
   ● Data storage management activities including backup, restore and archival etc.
   ● The Selected IP undertakes to ensure that regular back-up copies of data are created and maintained safely.
   ● Maintenance of the database

e. Network Administration & Management consists of the following activities but not limited to: Administering User IDs, Network analysis and performance optimizing, Continuous monitoring and management of network during the working hours of CSCs on each working day and restoration of breakdown within prescribed time limits, Ensuring network security and database security at all times.

f. Design of Network Administration Policy and getting it approved from PMIDC for effective and efficient management of Network resources. Network Administration

would broadly include the activities: Network devices configuration, management and tuning for optimum performance, Tracking the network status, Availability and taking the remedial and preventive actions in case of problems, Network fault isolation and resolution, Monitoring of network performance and escalation of performance deterioration to concerned authorities and take remedial actions to resolve such issues, Implementation/ modification of network routing policies, IP addressing policy as required and Documentation related to network configuration, routing policies, IP addressing scheme etc.

2.5.3. Information Security

a. IP will be responsible for implementing measures to ensure the overall security of the solution and confidentiality of the data. The IP shall monitor production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of the Services. This monitoring shall be through the security controls including:
   ● Real-time intrusion detection tools
   ● Audit review tools
   ● Manual processes
b. IP shall develop and deploy a detailed security policy for the solution implementation & maintenance in adherence to policies and procedures as laid by Govt. of India and Punjab.
c. IP shall be responsible for application security audit from CERT-In empanelled agencies and STQC during implementation and operation & maintenance period as per requirements given in this RFP and submit 'Certificate of Audit' to PMIDC along with detailed report on vulnerabilities.
d. IP shall take approval from PMIDC for the selection of CERT-In empanelled agency. PMIDC shall make the payment for Security Audit separately.
e. IP shall fix all the vulnerabilities as per report of Security Auditor and submit the compliance report.
f. IP shall produce and maintain system audit logs on the system for a period agreed by IP and PMIDC, at which point they will be archived and stored at off-site or as desired by PMIDC. IP would deploy tools for automated correlation of audit logs for relevant security exceptions in real time or in near real time and take immediate remediation action.

2.5.4. Transition/ Exit

a. The IP shall provide the Department or its nominated agency with a recommended exit management plan or transition plan. The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement:
   ● Transition of Managed Services
   ● Migration from the incumbent SDC/cloud environment to the new environment

b. The IP is responsible for both Transitions of the Services as well as Migration of the Data, Content and other assets to the new environment.

c. The IP shall ensure that all the documentation required by the PMIDC for smooth transition (in addition to the documentation provided by the Cloud Service Provider) are kept up to date and all such documentation is handed over to the PMIDC during regular intervals as well as during the exit management process.

d. Document, update, and provide functional organization charts, operating level agreements with Third-Party contractors, phone trees, contact lists, and standard operating procedures

e. Transfer physical and logical security processes and tools, including cataloguing and tendering all badges and keys, documenting ownership and access levels for all passwords, and instructing PMIDC or its nominee in the use and operation of security controls.

f. The IP shall either provide minimum resources to the department to manage the project after exit or provide training to the resources provided by the department at least 4-5 months before the exit. These resources shall be paid by the department as per current rules.

2.6. Programme Management, Phasing, Timeframe and Deliverables

2.6.1. Programme Management

a. IP shall assume responsibility of managing and monitoring the project as per the Indicative Time Schedule specified in this RFP as Program Manager for the project

b. IP shall monitor the progress of Change Management plan and data migrations as given out in the RFP in order to enable a smooth transition to the new system

c. IP shall submit following Monthly Progress Reports to the Program Manager agency summarizing:
    ● Results accomplished during the period
    ● Cumulative deviations from schedule of progress on milestones as specified
    ● Corrective actions to be taken to return to planned schedule of progress
    ● Proposed revisions to planned schedule
    ● Other issues, outstanding problems and action proposed to be taken
    ● Interventions which the IP expects to be made and the actions to be taken before the next reporting period
    ● Test results of training

2.6.2. Project phasing

The Project will have 3 phases. Prioritization of new applications to be developed under Project Implementation phase shall be provided by PMIDC based on the current requirement.

PMIDC may require multiple applications simultaneously. All activities like requirement gathering, Preparation of SDD, Design and Development and Implementation shall be separate for each application being developed under the project implementation phase

Phase 1: Inception and under Standing
Phase 2: Project Implementation Phase
Phase 3: Operation Support & maintenance

Following are few of the indicative activities to be taken up under each phase.

Phases	Modules / Sprints
Inception and Understanding Phase	a. Project Planning and Team deployment – During the inception phase the consultant will familiarize with the existing operating protocols of mSeva and process involved in the field operations and shall share early recommendation for brining efficiency in improving the service level bench marks. Implementation partner will develop a detailed work plan for delivering the milestones mentioned in section 2.6.3. b. Assessment of baseline enabling requirements for meeting the service level benchmarks for the following but not limited to: Software Specification, Hardware Requirements, ISP providers, power backup, security etc. c. Recommending coherent unified branding and citizen communication framework -based upon the existing application requirements. The Implementation partner should build strategies for ensuring unified branding and communication. The IP shall draw up to 3 case studies of Leading Unified Service portals delivering municipal services covering the scope mentioned above and suggesting improvements applicable to the Department.
Project Implementation Phase	1. Platform version upgrade to latest version of UPYOG. 2. Migration of ULBs data from W&S – ERP to mSeva and customization which may be required by the ULBs 3. Dashboards Upgrades as per requirements 4. Migration of Fire NOC Data from existing Fire NOC application to mSeva and necessary customizations for ensuring adoption of the same 5. Enhancements in existing application including and not limited to Property Tax, Public Grievance Redressal, Trade License and applications shortlisted during the inception phase meeting the requirements/gap in the existing features UI redesign of ULB/LG websites with a vision of Unified service Delivery Portal 6. Requirement Gathering , Development , Configuration , Testing and commissioning of new Applications
II Design, Development and Implementation and Support	1. Day to Day operation Support (L1, L2, and L3) for all the existing and new applications developed in the course of the project. 2. Trainings and Capacity building 3. Security Audits

	4. Documentation like User Manuals and preparation of SOPs 5. Change and Impact Management 6. SLA Compliance 7. Technology upgrades

2.6.3. Timelines & Deliverables

a. IP has to ensure the timely delivery of all deliverables and completion of all activities of the project in line with Project Plan submitted by IP and approved by PMIDC. Indicative timeframe of key deliverables/activities are provided below:

Sl. No.	Milestones	Timelines
1	Issuance of Letter of Intent	T
2	Submission of Inception Report with Understanding of the Existing Design	T+30 days
3	Take over Operation & Maintenance of existing mSeva application	T+30 days
4	Release of work order for Specific New Application	N
5	Requirement Gathering and Preparation of Design Documents	N + 30 days
6	Pilot Implementation in one of the ULB	N+150 days
7	Complete Go Live in all 166 ULBs	N+210 days
8	O&M and Help desk Support (M)	For 2 years from the date of LOI and any subsequent extensions

b. The schedule of activities listed above has been devised based on the following assumptions:
   ● Separate teams shall be deployed by the IP to undertake data digitization/migration, implementation of proposed solution and Training & Capacity Building.
   ● These Teams shall be available to work in parallel to each other. For instance, when the team designated for implementation of proposed solution is undertaking rollout of a particular sub-phase, the team for data digitization/migration can continue their tasks for the next sub-phase.

2.7. Operation Acceptance

IP shall obtain the Operation Acceptance Certificates from the PMIDC for each Phase rollout.

2.7.1. Operation Acceptance – Pilot

a. After successful pilot completion, IP shall submit a report to obtain the Operational Acceptance-Pilot. In order to get Operational Acceptance-Pilot Certificate, following activities relating to the Pilot implementation must be completed:
- FRS/SRS sign-off by PMIDC
- PMIDC's Approval of all related deliverables of IP as specified in this RFP
- Testing by IP including Functionality Test, Database Test, Integration Testing, Unit Test, System Test, Stress test and Load/ Performance test.
- UAT completion by PMIDC
- Application Security Audit (Agency for this audit will be engaged by Department) and compliance to audit observation by IP
- Readiness of Data Centre, Near DR and DR sites with all proposed ICT infrastructure including SLA monitoring tool
- Completion of Training and Change Management Workshops in pilot locations
- Completion of data migration, digitization and master data related activities for pilot locations
- Monitoring and Help Desk setup to be in place before transitioning to go live phase. This should be planned before go live across state is planned
- Delivery of all transactions of services/management functions relating to concerned sub-phase for a period of at least one month through the on-line system from the date of Government Order in pilot locations

b. Based on the above and only after being completely satisfied that all the concerned users of pilot locations have access to the System and are using the System for the respective functional areas, the PMIDC shall issue Operational Acceptance – Pilot.

2.7.2. Operation Acceptance – Go-live

a. After successful Pilot, system shall be Go-Live at all the remaining locations. IP may submit a report to obtain the Operational Acceptance- Go-Live (Phase wise OR ULB and module wise) as and when required. To obtain Operational Acceptance – Go-Live Certificate, following activities relating to the Go-Live must be completed:
- Submission of updated FRS/SRS
- Submission of all updated documents (such as User Manuals, design documents and training material)
- Readiness of Data Centre, DR and Near DR site with all proposed ICT infrastructure/Services including SLA monitoring tool
- Completion of Training and Change Management Workshops
- Completion of data migration, digitization and master data related activities
- Delivery of all transactions of services/management functions relating to concerned sub-phase for a period of at least one month through the on-line system from the date of Government Order in pilot locations

Based on the above and only after being completely satisfied that all the concerned users of related locations have access to the System and are using the System for the respective

functional areas, the PMIDC shall issue Operational Acceptance– Go-Live (Phase wise OR ULB and module wise).

2.8. Key Personnel

Below is the Indicative list of resources to be deployed by IP. Department has its own in-house team which shall support in the project. Department may increase or decrease the resources based on the requirement. IP can propose resources based on their understanding of the project

List of minimum resources to be deployed for Operation Support and Maintenance

Sr. No.	Key Personnel	Nos.	Resource Profile	Min. Qualification
1	Operations Manager (Technical)	1	● Minimum Experience: At least 8 yrs. ● Languages known (Read, Write and Speak): Hindi, English, Punjabi ● Should have managed large programs of similar nature in India for at least 5 years ● Experience in ULB projects will be preferred ● Should be adept at representing the organization at high level meetings with the client ● Excellent writing, communication, time management and multitasking Skills	MCA/B. Tech / B.E./MBA from a reputed institute
2	Full Stack Application Developers	1	● Should have 5-8 Years of relevant Experience in Full Stack Application development using the skill set mentioned below- ● Skill Set: Java, JavaScript, PHP, Spring JPA,REST API, Kafka and Python ● Should have worked in at least 01 IT project as a Full stack/Application developer in Government set-up. ● Should have worked as a back-end developer with an in-depth understanding of the entire web development process (design, development, and deployment). ● Should have experience in micro-service architectures. ● Hands-on experience with programming languages like Java, JavaScript, PHP, Spring JPA,REST API, Kafka and Python	● M.E./ M.Tech or B.E./ B.Tech. in Information Technology/Computer Science/ Electronics engineering or M.C.A.
3	UI / UX Developer	1	● Should have Min. 5-8 Years of relevant Experience in Full Stack Application development using the skill set mentioned below- ● Should have experience in micro-service architectures. ● Hands-on experience with programming languages like Java, JavaScript, PHP, Spring JPA,REST API, Kafka and Python ● Hands-on experience of frameworks and technologies like Servlets, JSF, Struts, Swing or Frontend technologies like Angular JS, React JS, Node JS is must	● M.E./ M.Tech or B.E./ BTech. in Information Technology/Computer Science/ Electronics engineering or M.C.A.

4	DevOps Engineer	1	● Experience in technologies highlighted in Annexure O for e.g. Kubernetes, Docker, CI CD, Python or Bash Scripting, Git working knowledge is a must ● Experience in Managing Development, UAT, Production and Corresponding Devops related to AGILE methodologies in cloud environment is required ● Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc.	● MCA / B. Tech / BE (IT or CS) / DBA with minimum of 7 years of work experience with 5 years or more as a DBA for an IT project.
5	Tester	1	● At least 3 years of experience in, Testing, Implementation and Maintenance of a multi-platform, multi-location, integrated computing and networking environment ● Ability to use collaborative skills to work with application managers, database administrators, system administrators, and users etc.	● M.E./ M.Tech or B.E./ BTech. in Information Technology/Computer Science/ Electronics engineering or M.C.A.
	Total	**5**		

* In addition to the above team 4 Help desks resources have been asked and same is mentioned at 2.4 (e)

Minimum personnel required for Application Development.

Sr. No.	Key Personnel	Nos.	Resource Profile	Min. Qualification
1	Solution Architect	1	● Minimum 7 years of work experience with 5 years or more as a Solution Architect ● Experience in ULB e-governance projects will be preferred ● Experience in Micro Services based Architecture will be must ● Experience in technologies highlighted in **Annexure O** for e.g. Kubernetes, Docker, CI CD, Python or Bash Scripting, Git working knowledge is a must	● M.E./ M.Tech or B.E./ B.Tech. in Information Technology/Computer Science/ Electronics engineering or M.C.A.
2	Full Stack Application Developers	2	● Should have 5-8 Years of relevant Experience in Full Stack Application development using the skill set mentioned below- ● Skill Set: Java, JavaScript, PHP, Spring JPA,REST API, Kafka and Python ● Should have worked in at least 01 IT project as a Full stack/Application developer in Government set-up. ● Should have worked as a back-end developer with an in-depth understanding of the entire web development process (design, development, and deployment).	● M.E./ M.Tech or B.E./ B.Tech. in Information Technology/Computer Science/ Electronics engineering or M.C.A.

			● Should have experience in micro-service architectures. ● Hands-on experience with programming languages like Java, JavaScript, PHP, Spring JPA,REST API, Kafka and Python	
3	Tester	1	● At least 3 years of experience in, Testing, Implementation and Maintenance of a multi-platform, multi-location, integrated computing and networking environment ● Ability to use collaborative skills to work with application managers, database administrators, system administrators, and users etc.,	● M.E./ M.Tech or B.E./ B.Tech. in Information Technology/Computer Science/ Electronics engineering or M.C.A. ● At least 5 years of experience in the Design, Development, Coding, Testing, Implementation and Maintenance of a multi-platform, multi-location, integrated computing and networking environment
5	Business Analyst	1	● Should have experience of working on large programs of similar nature in India for at least 5 years ● Domain Knowledge of ULB functions like Property taxes, trade license ULB Accounting etc. is a must. ● Adequately skilled on the software application platforms proposed for the project ● Must have exposure of interdependencies of applications or processes. Should be capable to automate the re-engineered modules as per the ULB requirements.	MCA /B. Tech. / B.Sc./ MBA/CA from a reputed institute ● Minimum 4 years of experience ●
7	**Total**	**5**		

- Devops and UI/UX Developer shall work across both the teams.

APPENDIX 1. Functional Specification of mSeva project

The key guiding principles of DIGIT are as below:

- Ecosystem Driven
- Interoperability through Open APIs and Open Standards
- Inclusive
- Minimalistic
- Privacy and Security by Design
- Unbundling
- Designing for evolvability and scale
- Transparency and Accountability through Data
- Non-Repudiable
- Domain Modeling
- Federated Architecture
- Ensuring extensibility through the use of layered design
- Multi- channel Access

mSeva has been developed on DIGIT/UPYOUG platform. Further details on DIGIT Platform and documentation is available below:
https://digit-discuss.atlassian.net/wiki/spaces/EPE/pages/18710606/Billing-Collection-Integration

Overview

The following are the modules provides under mSeva. Functional specifications for the some of applications is provided below .Further details of the same can be checked on the link provided above.
A.   Public Grievance Redressal
B.   Property Tax
C.   Trade License
D.   Accounting System
E.   Water and Sewerage Management
F.   mCollect
G.   Dashboards

Public Grievance Redressal (PGR) System

PGR System is an application in which citizens can lodge complaints and track them, whereas employees can track and address grievance incidents raised by the citizens. The platform is available for use in both mediums as web and mobile app. The PGR product features can be broadly classified as the following modules:

Registration, Login and Creation of User Profile

This module provides enables the following capabilities
- OTP Based Login for Citizen via Web/Mobile App
- OTP Based Login for Employee via Web/Mobile App
- Provision for language selection during first time registration for both Employee and citizens
- Provision of creating a personalized Profile for Citizens and employees on Web App
- Login Credentials for the various hierarchies of employees
- Role-based access for performing different actions relating to grievance redressal

Lodging a Complaint

The Citizen or Citizen Service Representative (CSR) on behalf of citizens can lodge, civic works related complaints in the PGR system. Users can also upload associated or relevant pictures with the complaint. For identifying the location of the complaint, the user can provide city, mohalla, house no. and other details or even select the location using maps. After filing the complaint a complaint number is generated. This module enables the following capabilities:
- Provision for Citizens to Lodge and Track Complaints via Mobile or Web App
- Provision for Employees to Assign, Reassign, Resolve complaints via Mobile or Web App
- Citizen can Upload Photographs
- Citizen can Select grievance from a list
- Citizen can Capture Address
- Citizen can Capture additional details about the complaint
- CSC Employee can File a complaint on behalf of the citizen.
- CSC Employee can Capture Complaint location, medium of complaint, complaint type and other details
- System provides 2 levels of comprehensive grievance list
- Grievances mapped with departments
- The system generates a unique ticket number for each complaint based on complaint type and the same is communicated to the citizen by SMS, Whatsapp, and / or email.

Assigning a Complaint

Assigning officer has dashboard with unassigned complaints. Any complaint can be selected to view details and expected closure timelines. Assigning officer can select and assign complaints to appropriate Employee from a department-wise list. A complaint can also be re-assigned, if it is assigned incorrectly or for any other reason.
This module enables the following capabilities:
- Assigning Officer can Assign grievance to employees
- Assigning Officer can Reject Complaints by providing reason for Rejection
- Assigning Officer :Re-assign complaints

Resolving a Complaint

The Employee can view the complaints assigned to him on a dashboard with a functionality to mark them for closure. Employee can view details and closure timelines of the complaints from a list. After resolving the complaint the Employee can upload pictures as evidence and also enter comments. With the help of share feature, complaints details can be shared via Whatsapp, SMS, email etc to contractors. If the citizen finds the resolution to be unsatisfactory, the complaint can be reopened. Citizens can also provide feedback and rate the resolution.

This module enables the following capabilities:
● Last Mile Employee can Add photograph and comments after resolution
● Last Mile Employee can Request for re-assign of complaints
● Last Mile Employee can interact with assigning Officer over a Call

Manage a Complaint

Employee has access to the dashboard of open complaints from which he can select a complaint to view details and closure timelines. Employee can also request to reassign the complaint by selecting a reason from the list. In that case, the request goes to assigning officer and the complaint can be reassigned to a different Employee. The system has different interfaces for Assigning officer, Employee and CSR. Assigning officer can view tabs which contain unassigned and assigned complaints which are received from the citizens. Assigning officer can also view open/ closed complaints and access PGR reports for all grievances. Employee's interface contains open and closed complaints which are assigned to him. CSR can view/ search the list of all the complaints filed on citizen's behalf. System has provision to search, sort and refresh the list of grievances.

This module enables the following capabilities:
● Assigning Officer can view Complaint Worklist (Inbox)
● Assigning Officer can View list of all complaints
● Assigning Officer can view Auto prioritization of list based on SLA
● Assigning Officer can Review submitted complaints
● Last Mile Employee can View list of all complaints
● Last Mile Employee can view Auto prioritization of list based on SLA
● Last Mile Employee can Review submitted complaints
● CSC can Search and view complaints based on complaint number, phone number, name of complainant
● Citizen can reopen a complaint that has been resolved if he is not satisfied with the resolution
● Citizen can rate a complaint after resolution

Track Complaints

This module enables the following capabilities to Track complaints:
● Citizen can View all complaints filed - pending and completed
● Citizen receives Notifications via App, SMS, email for complaint

Updates and Reports

PGR Reports provide an operational bird's eye view of the PGR system in the city. It enables city managers - commissioners, department heads, administrators at various levels to keep a track of the volume of complaints being received and the performance of the ULB and its employees in addressing them. Reports can be filtered based on date and also can be downloaded in pdf and xls formats.

- State Dashboard : View Reports for Grievance filed, pending, completed and overdue-ULB wise , location wise
- State Dashboard : View Reports for SLA performance and time taken for resolution
- State Dashboard : Drilldown by Various Levels
- Reports : View Reports by State, ULB, Complaint Types, Department

General Features

Auto routing
System has capability for Auto routing to assigning officer (city / department level) followed by assigning to the last mile employee

Auto escalation
The system has the capability for escalation of non-resolved cases with defined timeline to the ULB/Concerned head.

Notifications
The system has the capability to send notifications to citizens. These notifications can be sent for various steps like - complaint filing, change of status, complaint resolution. These notifications can be sent in the language chosen by the ULB through all channels - SMS, Whatsapp, Email.

Configurable Masters
The system provides the following masters that can be configured as per the State's requirements:

- Assigning Officer : View, edit and update profile
- Assigning Officer : Department wise employee list
- Last Mile Employee : Employee Directory
- Configure assigning officer : Assigning officer can be at ULB / department level

Property Tax System

The **Property Tax System (PT)** provides a digital interface to make property assessments, pay property tax, generate payment receipts and monitor tax collection. It can be used by the citizens, Urban Local Body (ULB) counter and field employees, and ULB Administrators to accomplish their specific tasks. It is available as a mobile and web-based application. The PT product features can be broadly classified as the following modules:

Registration, Login and Creation of User Profile

This module provides enables the following capabilities
● OTP Based Login for Citizen via Web/Mobile App
● OTP Based Login for Employee via Web/Mobile App
● Provision for language selection during first time registration for both Employee and citizens
● Provision of creating a personalized Profile for Citizens and employees on Web App
● Login Credentials for various hierarchy of employees
● Role based access for performing different actions relating to property tax modules

Filing an Assessment for a Property

With this feature, a citizen and employee can perform self-assessment of a new property for a financial year. This feature helps in registering the property in the system. The details of the property can be entered online and can be assessed for calculation of the taxes. System calculates the tax automatically and creates the demand. If a user wants to reassess his property due to any reason (for eg, incorrect data, change in property etc), it can be done by editing details of last assessment. Employee can edit the details of the last assessment, on behalf of the citizen based on owner's input. Citizen can track down the status of his incomplete assessment. Any incomplete assessment can be searched and completed.
This module provides enables the following capabilities:
● Citizen/CSC can Assess New Property (By Different Financial Years).
● Citizen/CSC can Capture Address, Assessment Info, Owner Info .for all types of properties like residential houses, flats and commercial buildings.
● The system computes the property taxes automatically as per process and rules of the state.
● The system has a facility to make entry in system by inspector after site visit and assessment of the same by the superintendent.
● The system supports dynamic calculation for late fees, interest, rebates, etc. as on the day of demand generation.
● The system fetches the data of previous year property data while e-filing for current year so that all the dues are calculated.
● The system assigns a unique property ID based on the process defined in the ULBs.
● Citizen/CSC: View/Print Summary of Filled Form
        o Assessment Form
        o Assessment Form is also sent by email to citizen
● Upload Documents
        o Ownership/Title related
        o ID Proof
        o Any other statutory documents

Searching for a Property

Citizen or Employee can track down the status of his incomplete assessment. Any incomplete assessment can be searched and completed. This module provides the following capabilities:
● Citizen/CSC can search for Property by

o Mobile No,
o City,
o Property Tax Unique ID
● Citizen/ CSC can view Incomplete Assessments
● Citizen/CSC can reassess Searched Property
● View Property details and pending dues

Modifications to a Property

mSeva provides the ability to capture mutation and transfer of ownership. It reduces interfaces between the user and the State and thus promote greater transparency. It also helps in reducing the time taken for mutation after registration. The system provides the ability for alteration of assessment after verification and inspection. Any structural changes like addition/extension/reduction of existing built up area or construction type OR utility changes like usage or occupancy have an impact on the increase/decrease in property tax demand. These changes can be handled by the 'Additional/Alteration of Assessment' feature. This module provides the following capabilities:
● Mutation of property and change of ownership details
● Capture Extension/ Addition and Alteration and reassessment based on changed property details

Generate Demand Notice

System has the capability to automatically generate demand notice for a financial year based on set triggers like time-based roll over on completion of a financial year. The system notifies the citizens about the demand through SMS/Email. The generated Bills can also be grouped and printed for physical distribution by the ULB employees. The system provides the capability to Employees to merge and download bills based on given parameters to plan their distribution drives.
This module provides the following capabilities:
● Generate Demand Notice based on periodic basis
● Group Demand Notices
● Print Demand Notices
● Cancel Demand Notices
● Send notifications to citizens on demand generation- SMS, Whatsapp, Email, Physical bill

Payments collection and Receipts

The citizen/ employee can view payment status of previous assessments from Assessment History section. Payment for any assessment with full or partially paid amount can be completed. Receipts for assessment can be downloaded in Assessment history section after searching for the property details.

This module provides the following capabilities:
● Payment of Property Tax -Online, Cheque, Cash, DD, during assessment
● Partial Payment of Property Tax -Online, Cheque, Cash, DD, during assessment
● The system allows a citizen to pay for anyone's property without changing the demand
● The system can also be integrated with PoS machines to enable doorstep collection of property tax and issuance of receipt

Reports and Dashboards

PT reports provides facility to access receipt register, cancelled receipt register, account receipt register, ULB wise PT collection report, DCB Register. All reports can be downloaded in PDF/XLS format. State level administrator can monitor property tax collections, assessments and other information at a state level through dashboards.
This module provides the following capabilities:
● State Dashboard : View Reports for Total Collections, Properties Assessed, ULBs on Prod, Usage Type, Payment Distribution
● State Dashboard : PT Collection Timeline (Monthly, Weekly)
● State Dashboard : ULB Wise (Collection, Assessments)
● Cancelled Receipt Register Report
● PT Collection Report (ULB/Date Wise)

General Features

1. **Notifications**
The system has the capability to send notifications to citizens. These notifications can be sent for various steps like - assessment completion, payment reminder, payment confirmation. These notifications can be sent in the language chosen by the ULB through all channels - SMS, Whatsapp, Email.
2. **Legacy Data Migration**
The system has the capability to migrate Demand and Collection.
3. **Configurable Masters**

The system provides the following masters that can be configured as per the State's requirements:
● Charges & Calculation : Calculation Engine, Rebate, Penalty,
● Rate Master
● State Masters: Property Ontology, Documents List, Employee Data Mapping, Boundary Data Mapping

Functionalities	Corresponding Features
Registration, Login, Creation of User Profile	Provision for Language Selection during first time registration via Mobile/ Web App.

	OTP Based Login for Citizen/ Employee via Mobile/ Web App
	Login Credentials for various hierarchy of employees.
	Provision of Personalized Profile for Citizen/ Employee on Web App
Filing an assessment for a property	Citizen/CSC : Assess New Property (By Different Financial Years).
	Citizen/CSC : Capture Address, Assessment Info, Owner Info.
	Citizen/CSC : View/Print Summary of Filled Form
Searching for a property	Citizen/CSC: Search Property (By Mobile No, City, Property Tax Unique ID, Existing ID).
	Citizen/CSC : View the Searched Property
	Citizen : View My Properties
	Citizen : View Incomplete Assessments
	Citizen/CSC : Edit the Searched Property
	Citizen/CSC : Reassess Searched Property
Generate demand notice	Generate Demand Notice based on periodic basis
	Group/ Print/ Cancel Demand Notices
	Send notifications to citizens on demand generation- SMS, Whatsapp, Email, Physical bill
Modifications to a property	Mutation of property and change of ownership details
	Capture Extension/ Addition and Alteration and reassessment based on changed property details
Payment collection and receipts	Payment of TAX (Online, Cheque, Cash, DD) : During Assessment
	Payment of TAX (Online, Cheque, Cash, DD) : Partial Payment
	Citizen/CSC : Download Receipts for payments
Dashboards and reports	State Dashboard : View Reports for Total Collections, Properties Assessed, ULBs on Prod, Usage Type,
	Payment Distribution
	State Dashboard : PT Collection Timeline (Monthly, Weekly)
	State Dashboard : ULB Wise (Collection, Assessments)
	Cancelled Receipt Register Report
	PT Collection Report (ULB/Date Wise)
General features	Notification
	Legacy data migration
	System assigns a unique property ID based on

		the Process defined in the ULBs.
		System has the facility to classify the property based on its type.
		System allows changing the type of property.
Configuration masters		Configurable Rate Master (ULB Specific) : Fire Cess/ Building Height
		Charges & Calculation : Calculation Engine, Rebate, Penalty
		State Masters : Property Ontology, Documents List, Employee Data Mapping, Boundary Data Mapping

Further details of all Modules can be checked on https://urban.digit.org/

APPENDIX 2: FUNCTIONAL REQUIREMENTS

- Solution should integrate with the CSC's to allow them to access the services from the solution implemented by the IP

- Solution should be able to generate single integrated bill for all the services consumed by the citizen. It should allow the citizen to make payments for all the services based on the demand and allocate the payments for different heads based on the rules defined by PMIDC

- The solution should have MIS reports in each of the modules to enable the ULB authorities to perform their operations and reporting needs as per the Solution Design Document

- The solution should be multi lingual and provide support in Punjabi and English

- The solution should have a unified web portal for citizen to access all services at a single place,

- The solution should be integrated with POS and allow field collection. Separate MIS reports required to monitor the same.

- The solution should be Integration with GIS platform for all the modules to enable authorities view real time information on GIS maps thereby enabling ULBs improve the efficiency of Utility services and increase in revenue.

- **Digital Dashboards**

Requirement Number	Functionality
DD.001	Ability to provide a snapshot of Key Performance Indicators Detailed & interactive charts & graphs. City level Dashboard to enable Municipal Executives to make decisions based on the dashboards
DD.002	The Dashboard should have facility to generate graphs, pie-Charts, Bar Charts, etc.
DD.003	The dashboard shall have provision of monitoring service level agreement.
DD.004	The critical parameters for the following systems are expected to be tracked in the Dashboard: - Property Tax - Water & Sewerage System - Financial Accounting - Grievance Management

	- Trade License - mCollect - Any other applications as needed by the PMIDC
DD.005	The system should be able to provide real-time data into the above systems.
DD.007	The Dashboard should have capability for providing Project Status; Property and water revenue, connections, defaulter's etc.
DD.008	The system should also have a state level dashboard for the state officials to view the data of all the municipalities with an ability to drill down to respective ULB's and then to individual transactions. The views and data required for State Level Dashboard will be different from that of the City Level Dashboard
DD.009	The system should have the ability to compare Year on Year performance of the municipality on various parameters like Property Tax Revenues, Water Charge Revenues etc.
DD.010	The users should be able to access the dashboard in tablets/laptops/desktops
DD.011	The dashboard should have facility for access and role based control
DD.012	The system should be integrated with National Dashboard and should be able to provide data to CM dashboards through API Integration.
DD.012	Dashboard should open dashboards for access of citizens

- **ULB Web Portals**

Requirement Number	Functionality
Technical Requirements	
WPS.001	Should be based on open source web based CMS
WPS.002	Should be responsive so that it can be viewed on any form factor-mobile, tablet, PC
WPS.003	In compliance with GOI guidelines
	Portal Features
WPS.004	Homepage should have the facility to update message from Executive officer , President , Mayor, Commissioner on the web-portal
WPS.005	● Homepage should have the link to various subsections like: About ULB ● City Information Services ● Projects ● Right To Information

	● Contact Us ● Log in Or any other link specified by PMIDC
WPS.006	Should link to the third party services which are needed by the citizen, thus forming a single comprehensive repository of all the services.
WPS.007	Should include ULB History, objectives, management team, vision & mission, customer services, budget, departments. This page should have the facility to be updated.
WPS.008	City Information should include – Offices, schools, colleges, hospitals, blood banks, police stations, post offices, city map, tourist attractions etc.
WPS.009	Services should include all services provided by ULB to its citizens- application forms, schemes, grievances, calculations of charge and tariff (online calculations related to property tax, license etc.), Online Payments. This will be linked to individual applications available either by the bidder or a third party system
WPS.010	Application acceptance for various services / certificates include ● Birth / Death Certificates ● Duplicate Bills ● Building Permission related services ● Water Connection This will be linked to individual applications available either by the bidder or a third party system
WPS.011	Grievances should include ● Acceptance ● Status Tracking of Applications and Grievances
WPS.013	Projects include all the projects that are taken up by different departments of ULB
WPS.015	Ability to publish the Newsletters
WPS.016	Departments/Wards: Intro, objectives, responsibilities, powers & duties of officers, employees with gross salary, activities, time limit, and directory with telephone no. Committee: Members, purpose, type, frequency of meeting, documents available for public Projects/ Activities: Budget head, work activities, allocated amount, current statistics

● **Public Grievance Management and Citizen Engagement**

Requirement	Functionality

Number	
Master maintenance	
PGR.001	System should have the ability to maintain different types of grievances and the Service Level timelines for each of them.
PGR.002	System should have the ability to maintain the category of the grievances registered in the municipality (Add/Modify/ Search).
PGR.003	System should have the ability to maintain the details of officers designated to redress grievances mapped to the department-section/ward.
PGR.004	System should have the ability to define the escalation matrix.
PGR.005	System should have the ability to map each application to a department-section.
PGR.006	System should have the ability to integrate with HRMS / Employee database for routing/escalating the grievance registered respectively
Grievance Registration	
PGR.007	System should have an Integrated platform to register a grievance through multiple channels like Mobile app, Website, Call to ULB, Manual application, chatbot and Citizen Portal etc.
PGR.008	System should have the ability to generate unique grievance IDs and generate acknowledgement and verify status with the unique grievance ID
PGR.009	Citizen should be able to file a grievance through mobile and track its status
PGR.009	System should have the ability to route the grievance directly to the officer responsible based on the ward/GIS location and complaint type.
PGR.010	System should have the ability to allow section heads to allot the grievance to the concerned officer responsible and update the status of the registered grievance
PGR.011	System should have the ability to update/Auto update the status after each level of necessary action has been taken
PGR.012	System should enable the officer to view/access the grievance on mobile app or on Web interface to redress the grievance and update the status.
PGR.013	Employees should be able to access the grievances assigned to him on the mobile. They should be able to address the grievance and update the status through mobile
PGR.014	System should have the ability to escalate the grievance if the SLA is not met(i.e. if not addressed in the given time)
PGR.015	System should have the ability to allow a citizen to re-open the complaint if not satisfied. and ability to capture the

	citizen feedback.
PGR.016	System should have the ability to register a grievance with photos and allows closure of grievance with evidence - photo upload option for officer redressing the complaint.
	MIS & Reports
PGR.017	System should have the ability to generate section wise grievance register for a given period with its status.
PGR.018	System should have the ability to generate statistics report on section-wise number of grievances received/ handled/ pending/ disposed (Type wise/Zone wise/ward wise) and the details of staff attending it.
PGR.019	System should have the ability to generate department wise grievance disposal register
PGR.020	System should have the ability to generate Ageing Analysis reports
PGR.021	System should have the ability to generate analytical reports for performance evaluation at the ULB level and department wise.
PGR.022	System should have the ability to generate citizen feedback report.
PGR.023	System should have the ability to maintain the details of work/application that has not been addressed within the prescribed time, number of days of delay in case of delay in SLA of the grievances registered in the municipality (Add/Modify/ Search)
	SMS/Email Integration
PGR.024	Configuration with SMS server for sending SMS to applicants and employee showing their application status and other alerts.
PGR.025	Configuration with Email server for sending email to applicants showing their application status.
PGR.026	The system should allow the call center operators to login and file grievances on their behalf and generate reports on the number of complaints filed by them
PGR.027	The system should allow the call center operators to capture citizen feedback on the grievances.
	Citizen Engagement
	System should allow employees to send notifications needing citizen action
	System should allow employees to send public broadcast messages to the citizens
	System should allow employees to share details of events and important public updates with the citizens

- Property Tax Management System

Number	Feature
Property New Assessment	
PT.001	The system shall have a facility for allowing new property assessment by Authorized officials (Initiated by municipal employees)
PT.002	The system shall have a facility to allow citizens to file a new assessment from the portal through Self Assessment
PT.003	Citizen should be able to view property tax details and pay the property tax through online or through mobile app
PT.004	The system shall have a facility to generate unique property ID based on the defined rules
PT.005	The system shall have a facility to support for multiple owners
PT.006	The system shall have a facility to support for multiple floors
PT.007	The system shall have a facility for calculation of the property tax demand based on the Municipal act of the state. The calculation may be different for different categories of ULBs.
PT.008	The system shall have a facility for calculation of property tax arrears based on different characteristics like occupation date, road width etc;
PT.009	The system shall have a facility for document attachment and images.
PT.010	The system shall have a facility for Maintenance of complete history of modifications to the record.
PT.011	Employee should be able to view the Property Tax details on the mobile
Property Modification	
PT.012	The system shall have a facility for property modification leading to Demand changes.
PT.013	The system shall have a facility to approve workflow for property modification. The workflow may be different for different categories of ULBs.
PT.014	The system shall have a facility to support for multiple types of workflows based on property and demand attributes.
PT.015	The system shall have a facility for modification of correspondence address/email and contact numbers.
	Property Amalgamation
PT.016	The system shall have a facility to amalgamate existing properties into a single property.
PT.017	The system shall have a facility to validate area of the property during amalgamation.
PT.018	The system shall have a facility for not allowing amalgamation if taxes are due.
PT.019	The system shall have a facility of approval workflow for amalgamation. The workflow may be different for different

	category of ULBs.
PT.020	The system shall have a facility for deactivation of original property.
PT.021	The system shall have a facility to disallow transactions on amalgamated properties.
	Property Bifurcation
PT.022	The system shall have a facility for creation of one or many properties from an existing property by bifurcation process.
PT.023	The system shall have a facility to validate area of the property during bifurcation.
PT.024	The system shall have a facility of not allowing bifurcation if taxes are due.
PT.025	The system shall have a facility of approval workflow for bifurcation. The workflow may be different for different category of ULBs.
PT.026	The system shall have a facility for deactivation of original Property(Incase required)
PT.027	The system shall have a facility for disallow Transactions on Bifurcated Properties
	Property Name Transfer
PT.028	The system shall have a facility for name transfer with support for Sale Deeds / Inheritance / Gift / Will / Settlement.
PT.029	The system shall have a facility for approval workflow for name transfer. The workflow may be different for different category of ULBs.
PT.030	The system shall have a facility for generation of Transfer Notice
	Property Objection / Appeals
PT.031	The system shall have a facility to capture citizen objections. / Appeals
PT.032	The system shall have a facility to support for hearing on objections.
PT.033	The system shall have a facility to Increase/Decrease of tax amounts based on judgment.
PT.034	The system shall have a facility for memo generation for revised tax details.
	Billing and Collection
PT.035	The system shall have a facility to generate single /bulk demand notices for properties
PT.036	The system shall have a facility for demand bill generation for bulk.
PT.037	The system shall have a facility for payment of property tax.

PT.038	The system shall have a facility for online payment and through mobile app and other mediums
PT.039	The system shall have a facility for payment through citizen service centers.
PT.040	The system shall have a facility for field collection.
PT.041	The system should enable collection of taxes by third parties/vendors through open APIs.
PT.042	The system shall have a facility to support for advance payment.
PT.043	The system shall have a facility to collect title transfer fee.
	Reports
PT.044	The system shall have a facility to generate defaulter's reports.
PT.045	The system shall have a facility to generate property usage reports.
PT.046	The system shall have a facility to generate Demand Collection Balance reports at a boundary level. i.e. zone/ward etc.
PT.047	The system shall have various MIS reports at City, Ward, Street levels as decision support tools for the revenue department and citizens (e.g. Defaulters Report, Zone/Ward-wise collections/Bill Collector wise collections)
PT.048	The system shall have a facility to display collection trend analysis based on property type.
PT.049	The system shall have a facility to generate boundary wise deactivated properties report.
PT.050	The system shall have a facility to generate daily collection report of property tax and also arrears, penalties etc
	Other Requirements
PT.051	The systems shall have the facility to update specific property records as 'under court case' and freeze all transactions on all such records
PT.052	The system should ability to integrate with court case system, if needed
PT.053	The system should have facility to capture Digital Door Number/UID and query the property records using that
PT.054	The system shall have a facility to record multiple owners against a property
PT.055	The system shall have a facility to capture Electricity connection details
PT.056	The System should be integrated with WhatsApp Chatbot and allow citizens to receive bill/ receipts etc on WhatsApp.
PT.57	The System should a facility to generate Notices to defaulters and keep record of notices sent ie defaulters notice management.

● Water and Sewerage Management

Requirement Number	Functionality
	Citizen Services
WTM.001	The system shall have a facility for the citizen to apply for a new water connection online or through the citizen service centers or webportal/mobile app. The system should have approval workflows for new connection. The workflows may depend on the category of the ULBs.
WTM.002	The system shall have a facility for the citizen to apply for closure of connection (Permanent / Temporary) online or through the citizen service centers. The system should have approval workflows for closure of connection. The workflows may depend on the category of the ULBs.
WTM.003	The system shall have a facility for the citizen to apply for change of use online or through the citizen service centers. The system should have approval workflows for change of use. The workflows may depend on the category of the ULBs.
WTM.004	Citizen should be able to view water tax details and pay the charges through mobile /Web or other medium
WTM.004	The system shall have a facility to handle reconnection.
WTM.005	The system shall have a facility for Temporary Disconnection
WTM.006	The system shall have a facility for Work Order Printing for new connections, re-connections and closing of connections.
WTM.007	The system shall have a facility to define scrutiny charges of water connection.
WTM.008	The system shall have a facility to capture field verification details.
WTM.009	The system shall have a facility to define entry of approval/remarks during the workflow.
WTM.010	The system shall have a facility to track the status of the application
WTM.011	The system shall have a facility for maintenance of transaction history.
WTM.012	The system shall have a facility to capture various details of the Water Connection like - Consumer Details- Property Details, Owners Details, Link to Property Number. - Metered/ Non Metered Connections - Multiple Usage type - Domestic, Commercial, etc.

	- Tariff Category.
WTM.013	The system shall have a facility to define the generation of an application acknowledgement receipt
WTM.014	The system shall have a facility to capture various connection Details like Connection Size, Distribution Line, etc.
WTM.015	The system shall have a facility to capture Compliance for 'No dues' for property Tax
WTM.016	The system shall have a facility to capture Meter Information like Meter No. , Make , Cost etc.
WTM.017	The system shall have a facility to generate disconnection notice for unauthorized connection.
WTM.018	The system shall have a facility to generate disconnection notice for existing connection.
WTM.019	The system shall have a facility to define deposit for various connection size & category.
WTM.020	The system shall have a facility to define water connection charges and water usage charges.
WTM.021	The system shall have a facility to capture meter reading.
WTM.022	The system shall have a facility for bill generation - Billing for metered and non-metered connections - Consideration of advance paid if any - Interest calculation on arrears - Duplicate bill generation
WTM.023	The system shall have a facility for printing bills individually or in bulk.
WTM.024	The system should have the facility to print single bill / combined / integrated bill for water & sewerage
WTM.025	The system should have the feature on the spot bill generation and printing through mini handheld printers.
	MIS
WTM.024	The system should be able to generate connection outstanding register.
WTM.025	The system should be able to generate meter reading report.
WTM.026	The system should be able to generate list of consumers ward, category & size wise.
WTM.027	The system should be able to generate List of connections.
WTM.028	The system should be able to generate List of closed connections.
WTM.029	The system should be able to generate ward-wise recovery reports.
WTM.030	The system should be able to generate top defaulters report.
WTM.031	The system should be able to generate tax-wise demand details.
WTM.032	The system should be able to generate advance payment reports.
WTM.033	The system should be able to generate bill status for bill

	generation.
WTM.034	The system should be able to generate Illegal connection reports.
WTM.035	The system should be able to generate demand register.
	Masters
WTM.037	The system should maintain details of water sources types (Addition/Modification/Search)
WTM.038	The system should maintain details of usage type (Addition/Modification/Search)
WTM.039	The system should maintain details of pipe size master(Addition/Modification/Search)
WTM.040	The system should maintain details of security deposit master (Addition/Modification/Search)
WTM.041	The system should maintain details of meter cost (Addition/Modification/Search)
WTM.042	The system should maintain details of Water/ Sewerage charges (Addition/Modification/Search)

- Trade License System

Requirement Number	Features
	Citizen Services
TLS.001	The system shall have a facility for Issuing New Licenses
TLS.002	The system shall have a facility for Issuing Duplicate License
TLS.003	The system shall have a facility for Changing the Name of Business
TLS.004	The system shall have a facility for Changing in Business – Trade category and sub category.
TLS.005	The system shall have a facility for transfer of license.
TLS.006	The system shall have a facility for renewal of license.
TLS.007	The system shall have a facility for cancellation of license.
TLS.008	The system shall have a facility for online payment and generation of receipt.
	Issuance of License
TLS.009	The system shall have a facility to capture license details like • License Holder's Details – One or multiple owners • Capture of Mobile No. / E-Mail ID • Link to Property Number • License Details – Temporary/ Permanent License • Name of Business, Business Address

	• Trade/ Business Details – License Type, Subtype - multiple levels to define types and sub types. • License type, sub-type
TLS.010	The system shall have a facility to configure and calculate License fee trade wise and ULB wise .
TLS.011	The system shall have a facility to generate License Certificate
TLS.012	Citizen should be able to view trade license details and pay the license fee through mobile
	Other Departmental Process
TLS.013	The system should be able to scrutinize license applications.
TLS.014	The system shall have a facility to make inspection entry.
TLS.015	The system shall have a facility to generate show cause notice for not renewing.
TLS.016	The system shall have a facility to approve the license with various levels of work flow. The workflow may vary for different category of ULBs.
TLS.017	The system shall have a facility to send reminder notice for renewal.
TLS.018	The system shall have a facility to cancel license
TLS.019	The system shall have the facility to digitally sign the license certificate.
TLS.020	Employee should be able to view the Trade License details on the mobile
	The System should have the feature for different workflows for different categories of Trades like Hazardous and Non Hazardous
	MIS
TLS.021	The system shall have a facility to generate License Register
TLS.022	The system shall have a facility to generate List of Defaulters
TLS.023	The system shall have a facility to generate reminder notices for renewal
TLS.024	The system shall have a facility to generate Demand / Collection Register
TLS.025	The system shall have a facility to generate reports showing Changes in License Types, Business Partners, Cancellation Licenses, etc.
TLS.026	The system shall have a facility to generate reports w.r.t. Bills / Notices generated
	Other Requirement
	The system shall have a facility to issue temporary licenses within 3 days and if License is not issued within a specified number of days, it will be deemed approved

	The system shall have a facility to issue Licenses for multiple contiguous periods
	The system shall have a facility for withdrawing license/charge penalty in case of discrepancies found during inspection.
	The system shall have a facility to allow trade license employees to collect property tax for commercial properties as well.
	The system shall have a facility to communicate with the citizen during the application process

- Fire Service Module

Requirement Number	Features
	General
FSM.001	Should have all the information including the processes for the convenience of citizen
FSM.002	Should have the facility to apply online and Through CFC/Sewa Kendra
FSM.003	Should have facility to download required forms.
FSM.004	Should have provision for e-forms.
FSM.005	Should have facility to send Alerts through SMS and email
	Conducting Fire Rescue operations
FSM.006	Should have the facility to send SMS alerts by the Control room attendant to Shift In-charge on receiving the call.
FSM.007	Should have provision that citizen can call for service through Helpdesk for Citizen
FSM.008	Should have facility to intimate the rescue team by SMS or any other means.
FSM.009	Should have provision for entering data in the system by the shift in charge for the details of the accident after the resolution of the matter.
	Issuance of Fire Call Report
FSM.010	The system should have the facility to apply online and through SEWA KENDRA for fire call report.
FSM.011	The System should allow generation of fire call report based on the details entered regarding a fire operation.
FSM.012	The system should have facility to send digitally signed fire call report through email.
FSM.013	Issuance of NOC for Fire Safety (Existing)
FSM.014	Should have provision to make online application through portal and SEWA KENDRA/CFC .
FSM.015	Should have provision to make online payments for Issuance of fire call report/NOC Fire Safety and SMS alert on confirmation status of report.
FSM.016	Should have the facility to enter the site inspection details as per

	National Building Code requirements.
FSM.017	Should have provision for online approval and generation of digitally signed/ digital NOC for Fire Safety certificate.
FSM.018	Should have facility to send NOC through email. The same should also be delivered from SEWA KENDRA in Hard copy
	MIS Reports
FSM.019	The number of fire call received month/year wise.
FSM.020	The time taken to bring the fire under control and the common causes of fire recorded.
FSM.021	Summary of Issuance of fire call reports.
FSM.022	The system should able to generate the any other fixed format and Ad-hoc reports as desired.

● Asset Management

Requirement Number	Feature
	Classification of Assets
MAM.001	System should be able to register immovable assets such as Land o Building o Roads, Footpaths o Bridges, Culverts, Flyovers, Subways & causeways o Drains including underground drains o Water Works Distribution o Public Lighting System o Lakes and Ponds o Capital Work-in Progress
MAM.002	System should be able to register movable assets o Plant and Machinery – including machinery of Water Works & Drainage, Road department machinery o Vehicles o Furniture & Fixtures System o Office Equipment o Other Equipment
MAM.003	System should be able to capture asset details Ownership o Cost (purchase/ transfer/ construction) o Appreciation o Depreciation principle
MAM.004	System should be able to prepare opening balance for asset

	valuation.
	ASSET TRANSACTION
MAM.005	System should be able to register purchase of new asset from stores module.
MAM.006	System should be able to create a land asset.
MAM.007	System should be able to register asset sale.
MAM.008	System should be able to register improvement on asset (E.g. - construction of new floors, road resurfacing etc.) from works module.
MAM.009	System should register every asset with a code and description.
MAM.010	System should facilitate capitalization of asset.
MAM.011	Asset revaluation and depreciation facility should be provided
MAM.012	System should pass required financial vouchers for capitalization, reevaluation, sale and disposal transactions.
MAM.013	System should be able to link the asset to the GIS data.
	MIS
MAM.014	System should be able to generate reports related to assets in different categories
MAM.015	System should be able to facilitate Search option on asset information (road name, pin code etc.)
MAM.016	System should be able to provide reports about the improvement works done for an asset over a time period.

● Rent & Lease Management

Requirement Number	Feature
REL.001	· The system should have facility to deliver the service online / Mobile / CFC · The Should have facility to send Alerts through SMS and email · Approximately 22,011 real estate lease properties and 22,011 rental units will be managed through the system
REL.002	· The system should send Alerts through SMS and email and shuld send reminder to the defaulters
REL.003	The System should be able to manage all real estate lease properties and rental properties owned by the ULBs
	Payment of Rent and Lease
REL.004	The system should have facility to view and upload Rent & Lease contract.

REL.005	The system should have facility to send SMS about due date, payment due, etc.
REL.006	The system should allow the citizen for online payment as per contract and through CFC / Sewa Kendra / Mobile.
REL.007	· The system should have provision for in workflow for routing of the documents and online approval/rejection by rent and lease branch.
REL.008	The System should provide the functionality for checking of nonpayment cases and issue notices and forward these further for court cases, if required.
	MIS
REL.009	Reports pertaining to payment received month wise, year wise.
REL.010	Reports pertaining to nonpayment of rent and lease.
REL.011	The system should able to generate the any other fixed format and Ad-hoc reports as desired.

- Garbage Collection Fee Management

Functionality
Citizen Services
The system shall have a facility to create a new connection. The system should have approval workflows for new connection. The workflows may depend on the category of the ULBs.
The system shall have a facility for the citizen to apply for closure of connection (Permanent / Temporary) online or through the citizen service centers. The system should have approval workflows for closure of connection. The workflows may depend on the category of the ULBs.
The system shall have a facility for the citizen to apply for change of use online or through the citizen service centers. The system should have approval workflows for change of use. The workflows may depend on the category of the ULBs.
Citizen should be able to view fee details and pay the charges through mobile /Web or other medium
The system shall have a facility for maintenance of transaction history.
The system shall have a facility to capture various details of the Connection like - Consumer Details- Property Details, Owners Details, Link to Property Number. - Multiple Usage type - Tariff Category. etc

The system shall have a facility to define the generation of an application acknowledgement receipt
The system shall have a facility for bill generation - Billing for metered and non-metered connections - Consideration of advance paid if any - Interest calculation on arrears - Duplicate bill generation
The system shall have a facility for printing bills individually or in bulk.
The system should have the facility to print single bill / combined / integrated bill for water & sewerage
The system should have the feature on the spot bill generation and printing through mini handheld printers.
MIS
The system should be able to generate connection outstanding register.
The system should be able to generate List of connections.
The system should be able to generate top defaulters report.
The system should be able to generate tax-wise demand details.
The system should be able to generate advance payment reports.
The system should be able to generate demand register.

- Inventory Management System Functional Specifications

The Application should include features such as classifying inventory items into categories, registering items with ownership and cost details, managing opening inventory balances, handling transactions like purchases and transfers, enabling capitalization and revaluation, providing search options and generating reports for inventory items, linking data with GIS, and offering insights through the Management Information System. The system should supports inventory improvement tracking and ensures comprehensive management of inventory data and operations.

- Garbage Collection Fee Management

The Door-to-Door Garbage Collection Fee/Charging application shall include functionalities for demand generation, accurate billing, and comprehensive reporting. The application shall facilitate user registration with precise household identification, automate fee calculations based on factors such as household size or location, ensure secure payment processing with transparent receipts, and issue automated reminders for payment deadlines. Users shall access billing information conveniently, view outstanding dues, and make online payments through intuitive interfaces. The application's administrative tools shall manage user accounts, resolve billing inquiries, and handle exceptions efficiently. The application shall generate diverse reports, including payment history, overdue accounts, and revenue trends, to support decision-making processes. This comprehensive system shall ensure effective and accountable management of door-to-door garbage collection fees while enhancing user experience and administrative oversight.

ANNEXURE O

Category	Area	Description
DevOps	SysOps.	(Linux admin (Ubuntu), SSH, Package management, SSL, security, Firewall Rules, Troubleshooting)
	AWS/Azure	(Kubernetes, Instances/VMs, LB, VPC, DB, Volumes, Autoscaling VMs, DNS Routing)
	Dockers	(Create Docker file, understanding docker file, install docker, push, pull, registry)
	Kubernetes 1.12 & Kubectl	(Creating k8s cluster using EKS/AKS/or manual, deploying, scaling & monitoring, troubleshooting the cluster
	Jenkins & CI Pipelines	(Plugins, configurations, Jobs, credentials, scripted CI/CD Pipelines)
	Python and Jinja2 templets	(Install python, pip installation, encode, decode, Jinja2 templates)
	CI/CD Pipeline	(Git Commit => validation => CI Test => Build => Bake Docker Image => Push Image => DeployTo k8s)
	GitOps	GitBranching, PullRequests, Tagging, Repo Forking, etc
Engg.	Microservice Architecture	https://medium.com/free-code-camp/how-to-scale-microservices-with-message-queues-spring-boot-and-kubernetes-f691b7ba3acf
	Build a REST API	1. React+ SpringBoot API+ Push to Kafka + Consume & Persist data to PostGres
	2. React + Node API+ Push to Kafka + Consume & Persist data to PostGres	
	ElasticSearch & Kibana	
	JDBC Query	
	Zuul, Zuul Filters	https://medium.com/@jegasingamjeyanthasingam/zuul-functionality-routing-proxy-and-filters-285f911146ea
	OAuth2	https://medium.com/tech-tajawal/microservice-authentication-and-authorization-solutions-e0e5e74b248a
	Java (OBPS Stack)	Hibernate, Spring JPA, JSP, Jasper Reports, Elastic search, JQuery, Python, Postgress (database), Kibana Dashboard

ANNEXURE 3

LIST OF DISTRICTWISE CLASS-I, II, III AND NAGAR PANCHAYATS IN THE STATE OF PUNJAB

District/ ADC (UD)	Municipal Corporations/Municipal Councils/ Nagar Panchayats				
	Corporation	Class-I	Class-II	Class-III	Nagar Panchayat
1.Amritsar	1. Amritsar	-	1. Jandiala Guru	1.Majitha 2.Ramdass	1.Ajnala 2.Baba Bakala Sahib (Newly Constituted on 04-08-2021) 3. Raja Sansi 4. Rayya
2.Gurdaspur	2. Batala	1. Gurdaspur	1. Dhariwal 2. Dinanagar	1. Dera Baba Nanak 2. FatehgarhChurian 3. Qadian. 4. Sri Hargobindpur	-
3.Pathankot	3. Pathankot	-	1. Sujanpur	-	1. Narot Jaimal Singh
4.Tarn Taran	-	-	1. Patti 2. Tarn Taran	-	1. Bhikhiwind 2. Kheenkaran
5. Bathinda	4. Bathinda	-	1. Bhucho Mandi 2. Goniana 3. Maur 4. Raman 5. Rampura Phul 6. Talwandi Sabo (06-09-2021)	1.Kotfatta 2.Sangat	1.Bhagta Bhai Ka 2. Bhai Rupa 3. Kotha Guru 4. Kot Shamir 5. Lehra Mohabbat 6. Maluka 7. Mehraj 8. Nathana
6. Mansa	-	1.Mansa	1.Budhlada	1.Bareta	1.Bhikhi 2. Boha 3. Joga 4. Sardulgarh
7. Sri Muktsar Sahib	-	1. Malout 2. Muktsar	1.Gidderbaha	-	1. Bariwala
8. Faridkot	-	1.Faridkot 2.Kotkapura	1.Jaitu	-	-
9. Fazilka	5.Abohar	1.Fazilka	1.Jalalabad	-	1. Arniwala Sheikh Subhan
10. Ferozepur	-	1. Ferozepur	1.Guru Har Sahai 2. Talwandi Bhai 3. Zira	-	1.Makhu 2. Mallanwala Khas 3. Mamdot 4. Mudki
11. Moga	6. Moga	-	1.Bagha Purana 2.Dharamkot	-	1. Badhni Kalan 2. Kot Isse Khan 3. Nihal Singh Wala 4. Fatehgarh Panjtoor
12.Hoshiarpur	7. Hoshiarpur	-	1. Dasuya 2. Garh Shankar 3. Mukerian 4. Urmar Tanda 5. Talwara (13-12-2021)	1.Garhdiwala 2.Hariana 3.Sham Churasi	1. Mahilpur
13.Jalandhar	8. Jalandhar	1.Nakodar	1. Adampur 2. Bhogpur 3. Kartarpur 4. Nurmahal 5. Phillaur 6. Goraya	1. Alawalpur	1. Lohian Khas 2. Mehatpur 3. Shahkot 4. Bilga
14.Kapurthala	9. Kapurthala 10. Phagwara		1.Sultanpur Lodhi	-	1. Begowal 2. Bhulath 3. Dhilwan 4. Nadala
15. Shaheed Bhagat Singh Nagar	-	1. Nawan Shahar	1. Banga	1. Balachaur 2. Rahon	-
16. Fatehgarh Sahib	-	1.Gobindgarh	1.Sirhind - Fatehgarh Sahib 2. Bassi Pathana (30-12-2021)	1. Amloh	1.Khamano
17.Ludhiana	11. Ludhiana	1. Jagraon 2. Khanna	1. Doraha 2. Mullanpur Dakha 3. Raikot 4. Sahnewal 5. Samrala	1. Machhiwara 2. Payal	1. Maloud
18.Roop Nagar	-	1.Nangal 2.Anandpur Sahib 3. Roop Nagar (21-08-2021)	1. Morinda 2. Chamkaur Sahib (23-12-2021)	-	1. Kiratpur Sahib
19. Barnala	-	1.Barnala	-	1. Bhadaur 2. Dhanaula 3. Tapa	1.Handiaya
20. Patiala	12. Patiala	1. Nabha 2. Rajpura 3. Samana	1. Patran	1. Sanaur	1. Bhadson 2. Ghagga 3. Ghanaur 4. Devigarh (Newly Constituted on 31-12-2021)
21. Sangrur	-	1. Sangrur 2. Sunam	1.Dhuri 2.Lehragaga 3..Bhawanigarh	1. Longowal	1. Cheema 2. Dirba 3. Khanauri 4. Moonak
22. S.A.S.Nagar	13. S.A.S.Nagar	1. Dera Bassi 2. Kharar 3. Zirakpur 4. Lalru	1. Kurali 2. Nayan Gaon 3. Banur	-	1. Gharuan (Newly Constituted on 10-12-2021)
23. Malerkotla	-	1. Malerkotla	1.Ahmedgarh	-	1. Amargarh
Districts/ADC(UD) 23	M.Corps 13	Class-I 27	Class.- II 51	Class-III 23	Nagar Panchayats – 52 13 M.Corp + 153 M.C. & N.P. Total= (166)

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Request for Proposals (RFP) (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).

2. **Time-Based Contract**. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.

3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above US$300,000 equivalent or more unless otherwise approved by the Bank.

LUMP-SUM FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services
Lump-Sum

TABLE OF CONTENTS

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

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

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;

(c)   the Client has received [*or* has applied for] a loan [*or* credit *or* grant] from the [*insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]:* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the [loan/credit/grant] proceeds;

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
             Appendix E   Code of Conduct (ES)
             Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

      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; Appendix E; and Appendix F. 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]*

_____

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

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

_____

[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]

_____

[Authorized Representative on behalf of a Joint Venture]

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

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) **"Client's Personnel"** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant.

(f) **"Consultant"** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(g) **"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).

(h) **"Contractor"** means the person named as contractor in the contract to be supervised by the Consultant.

(i) **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant.

(j) **"Day"** means a working day unless indicated otherwise.

(k) **"ES"** means environmental and social (including Sexual

Exploitation and Abuse (SEA) and Sexual Harassment (SH).

(l) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(m) **"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.

(n) **"Foreign Currency"** means any currency other than the currency of the Client's country.

(o) **"GCC"** means these General Conditions of Contract.

(p) **"Government"** means the government of the Client's country.

(q) **"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 authority 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.

(r) **"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.

(s) **"Local Currency"** means the currency of the Client's country.

(t) **"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.

(u) **"Party"** means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(v) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(w) **"Services"** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(x) **"Sexual Exploitation and Abuse" "(SEA)"** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(y) **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor's or Client's Personnel.

(z) **"Site"** means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor's contract as forming part of the Site.

(aa) **"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.

(bb) **"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. Authority 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 Bank'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 authority 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 fulfil 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 52 & 53.

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 53.1;

    (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 53.1.

(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

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

Services   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. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F-Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. 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 46 through 50) 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 Auditing

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic 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 Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (Fraud and Corruption) 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.

29. Health and Safety

29.1. The Consultant shall:

(a) comply with all applicable health and safety regulations and Laws;

(b) comply with all applicable health and safety obligations specified in the Contract;

(c) provide or cause to be provided health and safety training of Experts as appropriate and maintain training records;

(d) put in place workplace processes for Experts to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;

(e) Experts who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Experts shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal; and

(f) establish and implement a system for regular (not less than six-monthly) review of health and safety

performance and the working environment.

30. Code of Conduct   30.1. The Consultant shall have a Code of Conduct for the Experts.

Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community.

31. Forced Labor   31.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

32. Child Labor   32.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the

Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a)   with exposure to physical, psychological or sexual abuse;

(b)   underground, underwater, working at heights or in confined spaces;

(c)   with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d)   in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e)   under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

33. Workers' Organizations

33.1.   In countries where the relevant labor laws recognise workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Consultant shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Consultant shall enable alternative means for the Experts to express their grievances and protect their rights regarding working conditions and terms of employment. The Consultant shall not seek to influence or control these alternative means. The Consultant shall not discriminate or retaliate against Experts who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

34. Non-Discrimination and Equal Opportunity

34.1.   The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment

relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 32).

35. Experts Grievance Mechanism

35.1. The Consultant shall have a grievance mechanism for Experts, and where relevant the workers' organizations stated in Clause GCC 33, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Experts shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Experts.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Experts. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

36. Training of Experts

36.1. The Consultant shall provide appropriate training to relevant Experts on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Clause GCC 29.

As required under the Contract, the Consultant shall also allow appropriate opportunities for the relevant Experts to be trained

on ES aspects of the Contract by the Client's Personnel.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

37. Description of Key Experts

37.1. 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.**

38. Replacement of Key Experts

38.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

38.2. 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.

39. Removal of Experts or Sub-consultants

39.1. If the Client finds that any Expert or Sub-consultant:

(a)   persists in any misconduct or lack of care;

(b)   carries out duties incompetently or negligently;

(c)   fails to comply with any provision of the Contract;

(d)   persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

(e)   based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services;

(f)   undertakes behaviour which breaches the Code of Conduct for Experts,

the Consultant shall, at the Client's written request, provide a replacement.

39.2. 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.

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

39.4. Subject to the requirements in Clause GCC 39.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (f) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Services are being carried out, any Expert who engages in (a) to (f) above.

39.5. 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

40. Assistance and Exemptions

40.1. 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.

(d) 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.

(e) 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.

(f)   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.

(g)   Provide to the Consultant any such other assistance as may be specified in the **SCC**.

41. Access to Project Site

41.1. 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 wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

42. Change in the Applicable Law Related to Taxes and Duties

42.1. 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 46.1

43. Services, Facilities and Property of the Client

43.1. 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.**

44. Counterpart Personnel

44.1. 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**.

44.2. 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.

45. Payment Obligation	45.1. 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

46. Contract Price	46.1. The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**.
	46.2. Any change to the Contract price specified in Clause GCC 46.1 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**.
47. Taxes and Duties	47.1. 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**.
	47.2. 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.
48. Currency of Payment	48.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.
49. Mode of Billing and Payment	49.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 46.1.
	49.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

      49.2.1 *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.

49.2.2 *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.

49.2.3 *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.

49.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

49.2.5 With the exception of the final payment under 49.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

50. Interest on Delayed Payments 50.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 49.2.2, 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

51. Good Faith 51.1. 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

52. Amicable Settlement

52.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

52.2. 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 53.1 shall apply.

53. Dispute Resolution

53.1. 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 Attachment <u>shall not</u> 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); bidders (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;[1] (ii) to be a nominated[2] 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) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] 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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[1]   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.

[2]   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.

[3]   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.

II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	**The Contract shall be construed in accordance with the law of India**
4.1	**The language is English**
6.1 and 6.2	**The addresses are** *[fill in at negotiations with the selected firm]***:** Client : Chief Engineer (M), Punjab Municipal Infrastructure Development Company (PMIDC) Attention : Chief Engineer (M) Facsimile : Punjab Municipal Bhawan, 5th Floor, Room No. 511, Punjab Municipal Bhawan, Plot No. 3, Dakshin Marg, Sector-35A, Chandigarh – 160022, Punjab, India E-mail (where permitted):ce1.pmidc@punjab.gov.in Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) :_____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *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.]* **The Lead Member on behalf of the JV is _____** _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** Chief Engineer (M), Punjab Municipal Infrastructure Development Company (PMIDC) 5th Floor, Room No. 511, Punjab Municipal Bhawan, Plot No. 3, Dakshin Marg, Sector-35A, Chandigarh – 160022, Punjab, India **For the Consultant:** *[name, title]* _____

11.1	**The effectiveness conditions are the following**: *NA*
12.1	**Termination of Contract for Failure to Become Effective:** **NA.**
13.1	**Commencement of Services:** **The number of days shall be 15 days** 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.
14.1	**Expiration of Contract:** **The time period shall be** Twenty Four months extendable upto 60 months subject to mutual agreement between client and consultant.
21 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** Yes

23.1	**No additional provisions.**
24.1	**The insurance coverage against the risks shall be as follows:** **(a) Professional liability insurance, with a minimum coverage of** three times the total ceiling amount of the contract. (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 as per the latest amended Motor Vehicles Act, year; (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in India; (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 (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.
27.1	*No Exceptions*
27.2	The Consultant shall not use any of the associated documents/properties/applications of the projects for purposes unrelated to this Contract without the prior written approval of the client.
40.1 (a) through (f)	This will be subject to relevant Government of India rules/regulations on Foreigners stay and registration as well as Foreign Exchange Management Act.
40.1(g)	*NA*
46.1	**The Contract price is:** _____ *[insert amount and currency for each currency as applicable] [indicate:* **inclusive** *or*

	exclusive*]* **of local indirect taxes.** **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 appropriate:* **"for" or "to"***]* **the Consultant.** **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.**
47.1 and 47.2	*The Consultants, Sub-Consultants, and the Experts shall pay any indirect taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the life of this contract and the Client shall perform such duties in this regard to the deduction of taxes as may be lawfully imposed.* *The client shall only reimburse the Goods and Services Tax (GST) payable on the Contract Value as per applicable law in India subject to the Client, performing such duties in regard to the deduction of the taxes as may be lawfully imposed. However, the Consultant shall have to produce with the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority, etc. The Consultant shall register itself for GST with appropriate authority in India and shall provide the registration number to the Client.*
49.2	**The payment schedule:** **A) Operation and Maintenance** **1st payment:** The first installment of 5% payment shall be released upon meeting the milestone 2 (submission of Inception Report along with invoice) - Refer para 2.6.3 Timelines & Deliverable of Section 7 Terms and Reference. **Progressive payment:** Progressive payments will be made @ 8% of the Contracted amount payable at the end of quarter following the completion of milestone no 3 (Take over Operation & Maintenance of existing mSeva application) and on submission of Invoice along with timesheet duly verified by the client. **Final payment:** The balance shall be released upon successful completion including implementation, O&M and other activities on submission of Invoice along with timesheet duly verified by the Client as mentioned in the section 7 Terms of Reference**.**

	B) New Application Development
	Upon placing of first release order for application development by the client, the consultant within a maximum period of 30 days, shall ensure deployment of the team of minimum Key Personnel's for application development as mentioned in the RFP
	1st payment: The first installment of 5% payment shall be released upon deployment of Key Personnel.
	Progressive payment: Progressive payments will be made @ 8% of the Contracted amount payable at the end of quarter on submission of Invoice along with timesheet duly verified by the client.
	Additionally 1% on account of Go-live of the new application in 25% of ULBs OR 1.5% payment per application shall be released on account of Go Live of New application in at least 50% ULBs. In case the consultant fails to deliver the application within the stipulated period as defined in the work order, penalty will be applicable per week of delay beyond the stipulated completion period at the rate specified in the work order with a ceiling of 0.15% of the contract value.
	Final payment: The balance shall be released upon successful completion including implementation, and other activities on submission of Invoice along with timesheet duly verified by the Client as mentioned in the section 7 Terms of Reference.
	Note: The consultant is to provide the breakup of remuneration of Key experts all well as Non Key Experts including hardware / licenses in the FIN3 under section 4 Financial Proposal; same would be applicable for evaluation purpose only. However the consultant shall be paid based on the total Lump Sum amount including reimbursable (stationary , Out station travel) as per FIN 4 under section 4 of the Financial Proposal
49.2.1	No advance payments applicable in this contract.
49.2.4	**The accounts are:** for foreign currency: *[insert account]*.

	for local currency: *[insert account]*.
50.1	**The interest rate is**: *NA*

53.1	*[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]*
	
	        Disputes shall be settled by arbitration in accordance with the following provisions:
	        1. Selection of Arbitrators. 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:
	        (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 the Administrative Secretary, Department of Local Government, Govt. of Punjab 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. The Administrative Secretary, Department of Local Government, Govt. of Punjab shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
	        (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 the Administrative Secretary, Department of Local Government, Govt. of Punjab.
	
	        (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Administrative Secretary, Department of Local Government, Govt. of Punjab 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.

	2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for Arbitration and Conciliation Act, 1996 of India as in force on the date of this Contract. 3. Substitute Arbitrators. 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. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in the city where contract is signed; (b) the English language shall be the official language for all purposes; and (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.

III. 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 49.2.3 of this Contract.*"]*

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Work in the Client's Country									

1   Expressed as percentage of 1
2   Expressed as percentage of 4

*   If more than one currency, add a table

Signature _____   Date _____

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE
[See Clause GCC 49.2.1 and SCC 49.2.1]

{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]*[1] 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

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[1] 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.

marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at 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]__,[2] 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.

_____

    [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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[2] 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."

APPENDIX E - CODE OF CONDUCT (ES)

APPENDIX F - SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION FOR SUB-CONSULTANTS

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each Sub-consultant proposed by the Consultant]

Consultant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Sub-consultant's Name: *[insert full name]*
RFP No. and title: *[insert RFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]

PART III

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

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Award

Client: *[insert the name of the Client]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFP is issued]*
Loan No. /Credit No. /Grant No.: *[insert reference number for loan/credit/grant]*
RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a)   request a debriefing in relation to the evaluation of your Proposal, and/or

b)   submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Consultant

Name:	[*insert name of successful Consultant*]
Address:	[*insert address of the successful Consultant*]
Contract price:	[*insert contract price of the successful Consultant*]

2. Short listed Consultants *[INSTRUCTIONS: insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]*

Name of Consultant	Submitted Proposal	*[use for FTP]* Overall technical scores	*[use for STP]* Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	*[yes/no]*	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] **Criterion (iii):** [*insert score*] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion c: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] **Criterion (iv):** [*insert score*] **Criterion (v):** [*insert score*] **Total score: [*insert score*]**	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] Sub-criterion a: [*insert score*] Sub-criterion b: [*insert score*] Sub-criterion c: [*insert score*] **Total score: [*insert score*]**	[*Proposal price*]	[*evaluated price*]	**Combined Score:** [*combined score*] **Ranking:** [*ranking*]
[insert name]	*[yes/no]*	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] **Criterion (iii):** [*insert score*] Sub-criterion a: 1: [*insert score*]	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] Sub-criterion a: [*insert score*] Sub-criterion b: [*insert score*]	[*Proposal price*]	[*evaluated price*]	**Combined Score:** [*combined score*] **Ranking:** [*ranking*]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: [insert score] 3: [insert score] Sub-criterion b: 1: [insert score] 2: [insert score] 3: [insert score] Sub-criterion c: 1: [insert score] 2: [insert score] 3: [insert score] **Criterion (iv):** [insert score] **Criterion (v):** [insert score] **Total score: [insert score]**	Sub-criterion c: [insert score] **Total score: [insert score]**			
[insert name]	[yes/no]	**Criterion (i):** [insert score] **Criterion (ii):** [insert score] **Criterion (iii):** [insert score] Sub-criterion a: 1: [insert score] 2: [insert score] 3: [insert score] Sub-criterion b: 1: [insert score] 2: [insert score] 3: [insert score] Sub-criterion c: 1: [insert score] 2: [insert score] 3: [insert score]	**Criterion (i):** [insert score] **Criterion (ii):** [insert score] Sub-criterion a: [insert score] Sub-criterion b: [insert score] Sub-criterion c: [insert score] **Total score: [insert score]**	[Proposal price]	[evaluated price]	**Combined Score:** [combined score] **Ranking:** [ranking]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		Criterion (iv): [insert score] **Criterion (v):** [insert score] **Total score: [insert score]**				
[insert name]	…					
…	…					

3. **Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]**

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

4. **How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]**

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

>   **Attention**: [*insert full name of person, if applicable*]
>
>   **Title/position**: [*insert title/position*]
>
>   **Agency**: [*insert name of Client*]
>
>   **Email address**: [*insert email address*]
>
>   **Fax number**: [*insert fax number*] **delete if not used**

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. **How to make a complaint**

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Client*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the "Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III)." You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.

2. The complaint can only challenge the decision to award the contract.

3. You must submit the complaint within the deadline stated above.

4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [*insert the name of the Client*]:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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*

Request for Proposal reference No.: [*insert identification no*]
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)
[include full name (last, middle, first),			

nationality, country of residence]			

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]_____

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* 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.