

Kolkata Urban Services For The Poor

Terms of Reference

for

Rolling out of
Municipal e-Governance
in 87 non KMA ULBs in two phases



Change Management Unit

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SECTION A – INVITATION OF BIDS

Sealed tenders are hereby invited by Kolkata Urban Services for the Poor from reputed private or public companies or consortiums of companies with relevant experience and financial capacity as mentioned later for “Project of Municipal e-Governance in non-KMA ULBs in West Bengal in 2 Phases”, in the first phase in 41 non-KMA ULBs, with an option of further extension of rolling out the Project to another 46 non-KMA ULBs at the sole discretion of the Change Management Unit, Kolkata Urban Services for Poor.

1. BRIEF SCOPE OF PROJECT

The scope of this Project includes:

- 1.1. Acquiring knowledge about the software package from the agency which developed the software.
- 1.2. Rolling out, installation and commissioning of the software package to all the 41 non KMA ULBs as per Annexure A in the first tranche. It is the intention of the CMU, KUSP to extend the project and roll out, install and commission the software package to the remaining 46 non-KMA ULBs as per Annexure B. Thus, offers are being invited for both packages. In the first tranche, the CMU, KUSP shall consider rolling out, installation and commissioning of the software package to all the 41 non-KMA ULBs as per Annexure A as indicated above. For the sake of brevity, rolling out, installation and commissioning of the software package to 41 non KMA ULBs as per Annexure A shall be referred to as Phase – I and rolling out, installation and commissioning of the software package to the remaining 46 non-KMA ULBs as per Annexure B shall be referred to as Phase – II.
- 1.3. Data migration of the existing data of the ULBs, if any.
- 1.4. Providing Training and handholding support to the end users in the ULBs for a period of 6 months from the date of successful installation of e-governance software package and data migration as applicable, under this Contract for both phase I and phase II.
- 1.5. Regional level support to each ULB is to be provided for a period of 30 months after functional operation of the e-governance package in the particular ULB.
- 1.6. Central level support to ULBs is to be provided for a period of 36 months from the beginning of initial handholding, i.e., after completion of installation.
- 1.7. Proper liaison and coordination with the existing agencies for on time and accurate roll out of the software package.
- 1.8. Integration with the Central Data Center for to and fro data transfer.
- 1.9. After complete installation of all the software modules and incidental data migration wherever required, each ULB should be provided with technically competent manpower for **handholding support** for a period of 6 (six) months, to ensure functional operation of all the software modules. **Functional operation** of the e-governance modules at the ULB level will be the responsibility of the selected bidder. If any or all of the software modules do not operate functionally in any ULB within the stipulated period of 6 (six) months, the bidder will be liable to extend the period of support to that particular ULB to the extent required and no additional payment will be payable to the bidder for such extended period.
Functional operation shall mean installation of the software with all updates, data migration as per requirement, and capacity building of the municipal employees to ensure that they can operate the software modules, input data in the forms and templates, process data and extract the relevant outputs as per the business requirements of the ULB independently without any handholding support and can thus deliver the internal business process or citizen centric services through the e-governance modules.

Handholding support for the purposes of the above clause shall mean engagement of technically competent manpower to assist and train the municipal employees in independent handling of operations of the specified e-governance software modules related to data entry, processing and generation of reports/ certificates/ bills or any other specific business oriented outputs, to ensure that the software modules become part of the business process in the ULB.

2. **EARNEST MONEY**

A sum of Rs 2,00,000/- (Rupees Two Lakhs only) in the form of crossed Bank Draft/ Pay Order drawn on any Scheduled Bank in favour of "Change Management Unit" payable at Kolkata for credit to their account.

3. **COMPLETION PERIOD**

Completion period for installation of e-governance software and data migration for Phase I shall be 2 months from the date of issue of Letter of Intent and for Phase II, as and when implemented, the completion period shall be 2 months from the issue of the Letter of Intent for such Phase.

4. **OBTAINING TENDER DOCUMENTS**

Tender Documents are to be obtained by downloading from the website of Change Management Unit at www.changekolkata.org/tenders.html

5. **LAST DATE TO SEND IN REQUESTS FOR CLARIFICATION**

The last date and time to send in requests for clarification is 7/10/2011 till 15.00 hrs. Such requests are to be sent to the e-mail id somenath.paul@kusp.in

6. **DATE OF PRE-BID CONFERENCE**

Clarifications will be given at a pre-bid meeting which will be held at the office of Change Management Unit, Kolkata Urban Services for the Poor, ILGUS Bhavan, Sector – III, HC Block, Salt Lake City, Kolkata – 700 106 on **10/10/2011 at 11.00 hrs.**

7. **DATE OF SUBMISSION OF TENDER**

Bids shall be received up to 15:00 hrs. on 21/10/2011 at the office of CMU, KUSP. The CMU, KUSP reserves its rights to extend the time for submission of bids without assigning any reason. Any extension of the last date and time within which bids will be accepted will be intimated by the CMU, KUSP by posting such date and time on its website, www.changekolkata.org. All interested bidders are requested to make themselves aware of the same.

8. **DATE OF OPENING OF QUALIFICATION BID**

The date & time shall be intimated by CMU, KUSP in its website.

9. **DATE OF OPENING OF TECHNICAL BID**

The date & time shall be intimated by CMU, KUSP to qualified bidders and the same may also be available at the website www.changekolkata.org/tenders.html.

10. **PRESENTATION ON TECHNICAL BIDS**

The date & time shall be intimated by CMU, KUSP after opening of technical bids at the office of CMU, KUSP.

11. **DATE OF OPENING OF FINANCIAL BID**

The date & time shall be intimated by CMU, KUSP to the technically qualified bidders only and will be **opened** at the office of CMU, KUSP.

12. **COST OF BIDDING**

Change Management Unit, Kolkata Urban Service for the Poor will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of bids. CMU, KUSP reserves its right to cancel the whole or any part of the bidding process without assigning any reasons and to add to, amend, alter or substitute any or all of the terms and conditions herein contained.

SECTION B- INSTRUCTION TO BIDDERS

1. GENERAL INSTRUCTIONS

1.1 Tender Notice

Sealed tenders are hereby invited by the Kolkata Urban Services For The Poor (Change Management Unit) from reputed Companies or Consortiums of the Companies with relevant experience and financial capacity as mentioned herein for "Project of Municipal e-Governance in non-KMA ULBs in West Bengal in 2 Phases", as specified in the Tender Documents, in the 1st Phase in 41 non-KMA ULBs, with an option of further extension of rolling out, installation and commissioning of the software package to further 46 non-KMA ULBs at the sole discretion of the Change Management Unit, Kolkata Urban Services for Poor.

1.2 Conditions for issue of Tender Documents

Intending bidders are advised that technical bids of only those bidders who have deposited the requisite earnest money in an acceptable form and have satisfied the qualification criteria mentioned in Section C will be opened. Financial Bids of only those tenderers whose Technical Bids are found acceptable by CMU, KUSP shall be opened and evaluated.

2. QUALIFICATION CRITERIA

- a) The Qualification Criteria to be satisfied is given in Section C of this ToR/Tender Documents.
- b) Projects completed as a sub-bidder will not be considered for determining eligibility of a tenderer.
- c) Joint Ventures or Consortiums will be allowed but with total number of members restricted to a maximum of 3 Companies, including the lead member. Only Companies incorporated under the Companies Act, 1956 can become a member of the Consortium. The lead member of the Consortium must satisfy the qualification criteria mentioned in Section C. The other member(s) of the Consortium must satisfy criteria mentioned in clause 7 of Section C.

3. FORMAT AND CHECK LIST FOR SUBMISSION OF INFORMATION ON QUALIFICATION CRITERIA

3.1 Other than Joint Venture or Consortium

The bidder shall furnish a letter as given in ANNEXURE II A enclosing the documents mentioned therein along with a declaration as provided in ANNEXURE I.

3.2 Joint Venture

The lead member shall furnish a letter as given in ANNEXURE II B enclosing the documents mentioned therein along with a declaration as provided in ANNEXURE I. All the members, including the lead member of the Joint Venture / Consortium shall furnish a letter in the format given in ANNEXURE III.

4. CONTENTS OF TENDER DOCUMENT

4.1 The Tender Documents will comprise the documents listed below:

- i. Invitation of Bids
- ii. Instruction to Bidders
- iii. Project Details
- iv. Qualification Bid – requirements
- v. Technical Bid – requirements
- vi. Financial Bid
- vii. Bid Evaluation Process and offer of Contract
- viii. General Conditions of Contract.
- ix. Contract Form.

5. ISSUE OF TENDER DOCUMENT

5.1 A complete set of Tender Documents described in para 4.1 is to be downloaded from the website www.changekolkata.org/tenders.html.

5.2 Tender Documents downloaded from CMU, KUSP website shall be considered valid for participating in the tender process. During scrutiny, if any modification / correction etc. is noticed as compared to the original documents posted on the website, the bid submitted by such bidder is liable to be rejected in whole.

5.3 A prospective bidder requiring any clarification on the Tender Document may send all questions, correspondence and inquiries regarding the Tender Documents to the e-mail address: somenath.paul@kusp.in not later than **15:00 hrs on 7/10/2011**. The responses/ clarifications will be available to all prospective bidders on the website: www.changekolkata.org.

6. **PRE-BID MEETING**

6.1 The bidders or their official representatives are invited to attend a pre-bid meeting which will take place at the Office of CMU, KUSP on **10/10/2011** at **11.00 hrs**.

6.2 The purpose of the meeting will be to clarify issues and to answer questions, considered relevant, on any matter that may be raised at that stage.

6.3 The bidders are required to submit any question they want to ask in writing to reach the Project Director, CMU, KUSP not later than 3 (three) days before the meeting. A soft copy of the same must also be sent to the e-mail address: somenath.paul@kusp.in.

6.4 Any modification of the Tender Documents listed in clause 4.1 which may become necessary as a result of the pre-bid meeting shall be made through the issue of an addendum / corrigendum pursuant to clause 7.

6.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. However, no queries will thereafter be entertained from a bidder who did not attend such meeting.

7. **AMENDMENT OF TENDER DOCUMENTS**

7.1 Before the deadline for submission of tenders, the Tender Documents may be modified by CMU, KUSP by issue of addendum/ corrigendum from time to time, as may be required or considered necessary.

7.2 A formal written amendment/addendum/corrigendum shall be issued only to all the prospective bidders, who have submitted any points for clarification through e-mail and the same would also be available at the website www.changekolkata.org/tenders.html.

7.3 All the responses/clarifications along with modifications/additions/alterations/amendments/addendum /corrigendum made by CMU, KUSP before the last date of submission of bids shall be treated as a part of the Tender Documents and shall be binding upon all bidders.

7.4 To give prospective bidders reasonable time in which to take the addendum/ corrigendum into account in preparing their tenders or for any other cause or reason, deadline for submission of tenders may be extended as considered necessary by CMU, KUSP at its sole discretion.

8. **TENDER VALIDITY**

8.1. The tenders in respect of Phase I shall be kept valid for a period of 180 days from scheduled last date of submission of tenders or any extended date as indicated below. However tender in respect of Phase II or any part thereof and Part B of the financial bid in relation to Phase II work shall be kept valid for a period of 18 months from the scheduled last date for submission of the bid or any extended date as indicated.

8.2. In exceptional circumstances, CMU may solicit the bidder's consent for extension of the bid validity period. The request and the responses shall be made in writing. When the validity period is extended by the bidder, the same is to be done without any modification to the bid proposal by the bidder.

8.3. All prices quoted must be firm and valid during bid validity period and extended periods. All prices quoted shall not be affected by any escalation in prices of labour or materials, machinery, equipment etc. or in rupee exchange rate during the bid validity period whatsoever.

9. **EARNEST MONEY**

9.1 The tender should be accompanied by earnest money of Rs. 2,00,000/- (Rupees Two Lakhs only) by crossed Bank Draft/ Pay Order payable at Kolkata, drawn in favour of "Change Management Unit".

9.2 Any tender not accompanied by earnest money in an acceptable form shall be rejected by CMU, KUSP as non-responsive.

9.3 Refund of earnest money

(a) The earnest money of unsuccessful bidders will be returned within 30 days from the date of awarding the contract to the successful bidder.

(b) The earnest money of the successful bidder will be released within 60 days of its furnishing the Contract Performance Guarantee as per clause 10 of Section H.

- 9.4. In any case, the earnest money will not bear any interest.
- 9.5 The earnest money is liable to be forfeited
- a) If after bid opening during the period of bid validity or issue of the Letter of Intent, whichever is earlier, any bidder
 - i) withdraws his tender or
 - ii) makes any modification in the terms and conditions of the tender which is not acceptable to CMU, KUSP.
 - b) in case any statement/ information/ document furnished by the tenderer is found to be incorrect or false.
 - c) in the case of a successful tenderer, if the tenderer
 - i) fails to furnish the Performance Guarantee within a period of 7 (seven) days from the date of issuance of Letter of Intent, unless extended by CMU, KUSP at its sole discretion.
 - ii) fails to execute the Contract within a period of 7 (seven) days from the date of issuance of Letter of Intent, unless extended by CMU, KUSP at its sole discretion.
 - iii) fails to commence the work within 7 (seven) days after the date of issue of the Letter of Intent, unless extended by CMU, KUSP at its sole discretion.

In case of forfeiture of earnest money as prescribed hereinabove, the tenderer shall not be allowed to participate in the re-tendering process of the work, if any.

- 9.6 Apart from a right of invocation of the Contract Performance Guarantee, according to its terms, the CMU, KUSP may invoke the same in the event in spite of a direction being made by the Employer to roll out Phase – II as a whole or in a phased manner within its validity period, the bidder fails or refuses to start work of the same in terms of the tender documents.

10. SUBMISSION OF TENDER

- 10.1.1 The bid is a single bid in a three envelope procedure. The bidders should submit three separate sealed envelopes – Qualification Bid, Technical Bid and Financial Bid as follows:
- i) The Qualification Bid must include documents evidencing fulfillment of the prequalification criteria as mentioned in Section C of this ToR/Tender Documents.
 - ii) The Technical Bid must include documents evidencing fulfillment of the technical criteria as mentioned in Section D of this ToR/Tender Documents.
 - iii) The Financial Bid must be submitted in two parts. In the first part, Financial Bid in respect of Phase – I shall be submitted as per the specified format given in Part A of Section E of this ToR/Tender Documents. In the second part, Financial Bid in respect of Phase – II shall be submitted as per the specified format given in Part B of Section E of this ToR/Tender Documents.
- 10.1.2. All the 3 envelopes (Qualification Bid, Technical Bid and Financial Bid in two parts) must be submitted in one single sealed envelope, clearly marked on top **“Project of Municipal e-Governance in non-KMA ULBs in West Bengal in 2 Phases”** and addressed to **Project Director, Change Management Unit, KUSP Program, ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata – 700 106**. The sealed envelope shall also contain a letter for tender as given in ANNEXURE IV.
- 10.1.3. All bids shall be completed in all respects and must be submitted as per the bid submission format contained in the Sections mentioned above. It shall be free from any ambiguity, cutting or overwriting.
- 10.1.4. The bid shall be typed in English only, in A4 size paper with 1.5 line spacing and the pages properly numbered.
- 10.1.5. The Qualification Bid and Technical Bid must be sent in 2 hard copies (original and 1 copy) and 1 CD media (Acrobat/MS Word). The Financial Bid in two parts must be sent in 1 hard copy and 1 CD media (Acrobat/ MS Word).
- 10.1.6. All pages of the original bid are to be duly signed by an authorised representative of the bidder with the rubber stamp of the bidder and dated at appropriate place in confirmation of having understood the contents and in acceptance thereof.

- 10.1.7. All supporting documents must be indexed properly and signed by the authorised representative of the bidder. Any loose sheet enclosed along with the bid will not be treated as a part of the bid.
- 10.1.8. KUSP shall not be responsible for misplacement, loss or premature opening if the envelopes are not sealed and/or marked as stipulated in which case the bid may be rejected.
- 10.1.9. Bids which are received within the deadline for submission of bids will be accepted. Bids sent by e-mail or fax or any other mode than prescribed, will not be accepted.
- 10.1.10 Each bid should be marked 'original' or 'copy' as appropriate. If there are discrepancies in the 'original' and the 'copy', the 'original' shall prevail.

10.2 Authority to Sign

- 10.2.1 If the bidder is a company, the documents shall be signed by a principal officer duly authorized and holding a Power of Attorney for signing the documents in the format at ANNEXURE V.
- 10.2.2 If the bidder is a Joint Venture or Consortium, the documents shall be signed on behalf of the lead member through a person duly authorised and holding Power of Attorney for signing the document in the format at ANNEXURE VI.

10.3 Deadline for submission of Tender

- 10.3.1 Tenders must be received by CMU, KUSP at the following address not later than **15.00 hrs** on **21/10/2011**. In the event of the specified last date for submission of the tender being declared a holiday by CMU, KUSP or due to unforeseen reasons, the office of the CMU, KUSP not functioning / being closed, the tenders will be received upto the appointed time on the next working day of CMU, KUSP.

10.3.2 Extension of deadline

CMU, KUSP may extend the deadline for submission of tenders by issuing an amendment in accordance with clause 7.2 in which case all rights and obligations of CMU, KUSP and the bidders previously subject to the original deadline will be subject to the new deadline.

10.3.3 Late tender / delayed tender

Any tender received by the CMU, KUSP after the specified date and time of receipt of tender will be returned unopened to the tenderer.

11. OPENING AND EVALUATION OF BIDS

The qualification, technical and financial bids will be separately opened and evaluated. However it is made clear that only the first part of the Financial Bid shall be considered at this stage for the purpose of selection of contractor and the Evaluation Committee shall not consider the second part of the Financial Bid for such purpose. All the tenders received (except those received late or delayed) shall be opened in the presence of the Evaluation Committee of CMU, KUSP and the representatives of the bidders at the office of CMU, KUSP, at a time, which will be informed by CMU, KUSP. In the event of the specified date of the opening being declared a holiday by CMU, KUSP or due to unforeseen reasons, the office of the CMU, KUSP not functioning / being closed, the bids will be opened at the appointed time and location on the next working day or as may be notified.

12. PRESENTATION ON TECHNICAL BID

After opening of Technical Bid, the detailed outline of the same is to be presented to CMU by the qualified bidder for better understanding of the solution at a notified date and time. Bidder's absence in the presentation may lead to rejection of the bids. No request for change of dates will be allowed.

13. BIDDER'S RESPONSIBILITY

Before submitting the bid, the ToR/Tender Documents should be carefully read and all points mentioned in the ToR/Tender Documents must be complied with; in default the bid will be liable to be rejected. It is expected that the bidder should be thoroughly familiar with all specifications and requirements of this ToR/Tender Documents. Any failure or omission in the submission of documents shall not be considered and may be liable for cancellation.

14. CMU'S RIGHT OF ACCEPTANCE OF TENDER

- 14.1 If required, CMU, KUSP may ask any bidder the breakdown of unit rates. If the tenderer does not submit the clarification by the date and time required by the CMU, KUSP, its bid is liable to be rejected.
- 14.2 The competent authority on behalf of CMU, KUSP does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without assignment of any reason. Tenders in which any of the prescribed conditions are not fulfilled or any condition is put forth by the bidder shall be summarily rejected.

15. **CANVASSING PROHIBITED**

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

16. **MISCELLANEOUS RULES AND DIRECTIONS**

16.1 Use of correcting fluid anywhere in the Tender Document is not permitted. Such tender is liable to be rejected.

16.2 All rates shall be quoted as per the prescribed format given in the ToR/ Tender Documents. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. If the amount in figures differ from amount in words, the amount in words shall prevail and would be considered for acceptance and binding upon the bidder.

16.3 Sales-tax/VAT, purchase tax, turnover tax, service tax, or any other tax /cess on material, labour and workers in respect of the project shall be payable by the bidder and CMU, KUSP will not entertain any claim whatsoever in respect of the same.

17. **SIGNING OF CONTRACT AGREEMENT**

17.1 The tenderer whose tender has been accepted will be notified of the award by the employer by issue of a 'Letter of Intent' prior to expiration of the bid validity period, in the form of ANNEXURE VII. Within the period specified in clause 10 of the General Conditions of Contract of the date of issue of the Letter of Intent, the successful bidder shall deliver to CMU, KUSP, Contract Performance Guarantee in acceptable form. The Letter of Intent for Phase I presently and Phase II, if and as and when rolled out, will be sent to the Bidder in two copies one of which should be returned promptly, duly signed and stamped. The Letter of Intent issued will create a binding contract between CMU, KUSP and the successful bidder till the formal Contract Agreement is executed.

17.2 The cost of stamp papers for stamping and execution of the Contract Agreement shall be borne by the successful bidder.

17.3 Simultaneously upon CMU, KUSP notifying the successful bidder that its tender has been accepted, CMU, KUSP will direct it to attend its office within 7 (seven) days of issue of the relevant Letter of Intent for signing the Agreement for each Phase in the proforma at ANNEXURE VIII.

17.4 The entire Tender Documents shall form a part of the aforesaid Contract Agreement.

18. **COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of its bid, and the Change Management Unit, Kolkata Urban Service for the Poor shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

19. **SPECIAL PROVISIONS IN VIEW OF ROLLING OUT OF PHASE II WHOLLY OR IN PART IN FUTURE DATE**

19.1 In this ToR/Tender Documents, sealed tenders are hereby invited by the Kolkata Urban Services For The Poor (Change Management Unit) from reputed Companies or Consortiums of the Companies with relevant experience and financial capacity as mentioned herein for "Project of Municipal e-Governance in non-KMA ULBs in West Bengal in 2 Phases", in the 1st Phase in 41 non-KMA ULBs, with an option of further extension of rolling out, installation and commissioning of the software package to further 46 non-KMA ULBs at the sole discretion of the Change Management Unit, Kolkata Urban Services for Poor. It is the intention of the CMU, KUSP to roll out, install and commission of the software package further to 46 non KMA ULBs as per Annexure B. Technical Bid, including provisions for handholding support and functional operation, submitted by any bidder shall also be applicable to Phase II as applicable subject to modification, as may be considered necessary by CMU, KUSP and such bid shall be binding in respect of Phase – II on the bidder. Financial Bids in two parts for Phase – I and Phase II are thus being invited from the prospective bidders. Though presently only financial bid in respect of Phase-I shall be considered and the tendering authority shall not consider the financial bid of a bidder in

respect of Phase –II, it is compulsory/mandatory on the part of the prospective bidders to submit its Financial Bids in two parts for two phases. The Evaluation Committee shall not consider bid of any bidder, who has not submitted Financial Bid in respect of Phase –II in terms of Part B of Section E. While considering the Financial Bids, Financial Bids for both parts will be opened, which bids will constitute binding offers of the bidders during the respective bid validity period. Once a bidder is selected in accordance with the terms and conditions of the tender document, it will be presently awarded the contract in respect of Phase –I. Letter of Intent/Work order shall only be issued in respect of Phase - I. The financial bid in respect of Phase - II would remain valid, fixed and binding upon the successful bidder, for a period of **18 months** from the last date of submission of the bid. If the CMU, KUSP so decides within such period, Phase – II work may be granted to the successful bidder who has been awarded the work of Phase - I at the lowest financial rate secured in respect of Phase - II or at its option, the CMU may also go in for fresh tender.

- 19.2 CMU, KUSP will not be obliged to go ahead fully or in part with such Phase – II roll out according to the present tender document or even if it is done within the Phase - II bid validity period, it is not obliged to allot work to the Phase - I successful bidder, if it decided to go for a fresh tender for Phase II work. CMU, KUSP at its sole discretion, if considered necessary, may change technical terms and specifications in the case of a fresh tender for Phase – II roll out.

ANNEXURE I
DECLARATION BY THE BIDDER

(Affidavit on Non-Judicial Stamp Paper of Rs 10/- duly attested by a Notary/Magistrate)

This is to certify that we, M/s _____, in submission of this offer confirm that:-

1. We have not made any misleading or false representation in the forms, statements and attachment in proof of the qualification requirements;
2. We do not have records of poor performance such as abandoning projects, not properly completing a contract, inordinate delays in completion for reasons only attributable to us or financial failures etc.
3. Business with us is not currently banned by any Central /State Government Department/ Public Sector Undertaking or Enterprise of Central /State Government.
4. We are currently not blacklisted by any Central /State Government Department/ Public Sector Undertaking or Enterprise of Central /State Government.
5. We have submitted all supporting documents and furnished the relevant details as per prescribed format.
6. The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
7. We understand that in case any statement/information/document furnished by us is found to be incorrect or false, our earnest money deposit in full will be forfeited.

Date :

(Signature of BIDDER)
[with Rubber Stamp]

ANNEXURE II A

**QUALIFICATION INFORMATION/CHECKLIST OF DOCUMENTS
LETTER BY SOLE BIDDER
(On letter head of the bidder)**

From

To,
Change Management Unit,
Kolkata Urban Service For The Poor.

Sir,

Sub: Submission of Qualification information /documents as per checklist.

1. We hereby submit the following documents in support of our satisfying the Qualification Criteria laid down for the work:-
 - a) Self attested copy of Memorandum and Articles of Association of the Company.
 - b) Self attested copy of PAN/TAN issued by Income Tax Department.
 - c) Self attested copy of valid Trade Licence.
 - d) Work Experience: Similar work experience:- Proforma as given in ____ with details of _____ number of works as applicable and self attested copies of supporting documents as mentioned therein.
 - e) Self attested copies of Sales Tax, Works Contract Tax, Service Tax Registration Certificate (as applicable)
 - f) Any other document on qualification and experience as required hereunder.
2. We have furnished all the information and details necessary to prove that we satisfy all the Qualification Criteria laid down.
3. We authorize you to approach any Bank, Individual, Employer, Firm or Corporation whether mentioned in the enclosed documents or not, to verify our competence and general reputation.
4. We have also enclosed written Power of Attorney in favour of the signatory of the tender on behalf of the tenderer.

Yours faithfully,

Encl: As in Para 1

(Signature of Bidder)
[with Rubber Stamp]

ANNEXURE II B
QUALIFICATION INFORMATION /CHECKLIST OF DOCUMENTS
– LETTER OF TRANSMITTAL BY JOINT VENTURE
(To be signed by the Lead Member)

From

To
Change Management Unit,
Kolkata Urban Service For The Poor

Sir,

Subject: Submission of Qualifying Information /documents as per checklist.

1. We enclose the following documents pertaining to the Joint Venture and each of the Partners of Joint Ventures duly signed by the Authorized representative of each Partner/Member of Joint Venture satisfying the Qualification Criteria laid down for the work :
 - a) Self certified copy of the Joint Venture Agreement/Memorandum of Understanding.
 - b) Power of Attorney in our favour as the Lead Member executed by the authorized representatives of all the members.
 - c) Self attested copy of the Trade Licence Registration Certificate for each of the members of the joint venture.
 - d) Self attested copy of Sales Tax, Works Contract Tax, Service Tax Registration Certificates (as applicable), _____.
 - e) Self attested copy of registration under labour laws, like PF, ESI etc., _____.
 - f) Work Experience: Similar Work Experience:- Proforma as given in _____ with details of _____ number of works as applicable and supporting documents as mentioned therein.
 - g) Self attested copy of PAN /TAN issued by the Income Tax Department, _____.
 - h) Any other document on qualification and experience.
- 2) We have furnished all the information and details necessary to prove that our J.V. satisfies all the Qualification Criteria laid down.
- 3) We authorize you to approach any Bank, Individual, Employer, Firm or Corporation whether mentioned in the enclosed documents or not, to verify the competence and general reputation of each Member of our JV.
- 4) We have also enclosed written Power of Attorney of the signatory of the tender on behalf of the Lead Member.

Yours faithfully,

Encl: As in Para 1

(Signature of Bidder)

[with Rubber Stamp]

ANNEXURE III
DRAFT MEMORANDUM OF UNDERSTANDING
TO BE EXECUTED BY INDIVIDUAL MEMBERS OF THE CONSORTIUM / JOINT VENTURE ON
RESPECTIVE LETTERHEAD

From

To

Change Management Unit,
Kolkata Urban Service for the Poor,

Dear Sir,

Re: Tender Notice No. _____ dated _____ for _____ (Name of Work) _____.

We wish to conform that we have formed a Consortium with _____ (insert names of all other members of the group) for the purposes of bidding for and if successful, carrying out the works of Tender No. _____.

(Members who are not the lead member of the consortium should add the following paragraph) *

* The consortium is led by _____ (member to insert name of the lead member) whom we hereby authorized to act as leader on our behalf for the purposes of submission of bid and to incur liabilities and receive instructions for and on behalf of any and all the members of the Joint Venture/Consortium. For this purpose we have executed a Power of Attorney in favour of _____ (name of the lead member).

(Member being the lead member of the consortium should add the following paragraph) **

** In this Consortium we act as lead member and for the purpose of bidding for the work, represent the Consortium.

Till award of the contract, the lead member shall furnish earnest money deposit and all other guarantees to the Employer on behalf of the Consortium, which shall be legally binding on all the partners of the Joint Venture.

In the event of our Consortium being awarded the contract we agree to be jointly with _____ (insert names of all other members of the consortium) and severally liable to CMU, KUSP its successors and assigns for all obligations, liabilities, duties and responsibilities arising from or imposed by the contract between CMU, KUSP and our Consortium.

The precise responsibility and share of the lead member and other members of the Consortium will be as indicated in the Annexure. These shall not be varied/modified subsequently with your prior approval.

We, further agree that entire execution of the contract including payments shall be carried out exclusively through the lead member.

In case our bid is successful, the Consortium Agreement incorporating the above provisions will be executed within 5 days of receipt of Letter of Intent from you and shall be registered where the Agreement will be signed, so as to be legally valid and binding on all member of the Consortium.

Yours faithfully,

Signature _____

(Name of Signatory) _____

(Capacity of Signatory) _____

Seal _____

Encl: Annexures.

Witness 1

Name

Address

Occupation

Witness 2

Name

Address

Occupation

Note :

1. To be executed by each member of the Consortium individually.

**ANNEXURE IV
LETTER**

From

To

Change Management Unit,
Kolkata Urban Service for the Poor,

Dear Sir,

Re: "Project of Municipal e-Governance in non-KMA ULBs in West Bengal in 2 Phases"

This is to state as follows:

1. We have read and examined the Invitation of Bids, Instruction to Bidders, Project Details, Qualification Bid-Requirements, Technical Bid-Requirements, Financial Bid, Bid evaluation process and offer of contract, other documents and General Conditions of Contract and all other contents contained in the Tender Documents.
2. We hereby tender for the execution and completion of the work, management and maintenance of the same for a period specified in the Tender Documents and to remedy any defects therein within the time specified in the General Conditions of Contract and in accordance in all respects with the specification, designs, drawings and instruction in writing referred to in Tender Documents and Instructions to Bidders, clauses of General Conditions of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.
3. We agree that our tender in respect of Phase I shall remain valid for a period of 180 days from the due date of submission thereof and our tender in respect of Phase II or any part thereof shall remain valid for a period of _____ days and not to make any modifications in its terms and conditions.
4. A sum of Rs. _____/- (Rupees _____ only) is hereby forwarded in the form of crossed Demand Draft/Pay Order issued in favour of Change Management Unit payable at Kolkata as the earnest money.
5. If we withdraw our tender during the period of tender validity or before issue of Letter of Intent whichever is earlier or make modifications in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit entire earnest money absolutely.
6. If we fail to furnish the prescribed Contract Performance Guarantee within prescribed period, we agree that the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
7. If we fail to commence the work within the specified period, we agree that the Employer shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and Contract Performance Guarantee absolutely.
8. Further, we hereby agree that in case of forfeiture of earnest money or both earnest money & Contract Performance Guarantee as aforesaid in paras 5 to 7, we shall be debarred for participation in re-tendering process of the work.
9. Upon issuance of Letter of Intent by the Employer, we agree that we shall furnish Contract Performance Guarantee towards security, to execute the Project referred to in the Tender Documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.
10. We hereby agree that we shall sign the formal Agreement with the Employer within 7 days from the date of issue of respect Letter of Intent in respect of Phase I or Phase II or any part thereof. In case of any delay, we agree that we shall not submit any bill for payment till the Contract Agreement is signed.
11. We hereby declare that we shall treat the Tender Documents, drawings and other records connected with the Project as confidential documents and shall not communicate information derived there from to any person other than a person to whom we are authorized to communicate the same or use the information in any manner prejudicial to the satisfy of the Employer.

12. We hereby declare that we have not laid down any condition /deviation to any content of Technical Bid and/or Financial Bid. We agree that in case any condition is found to be quoted by us in the Technical and/or Financial Bid, our tender may be rejected.

13. We understand that the Employer is not bound to accept the lowest or any tender it may receive.

14. Until a formal agreement is prepared and executed, the bid together with our written acceptance thereof shall constitute a binding contract between us and Change Management Unit, Kolkata Urban Service For The Poor.

Signature of Authorized Person/s

Date: _____

Name/s & Title of Signatory: _____

Name of Tenderer: _____

Address: _____

Affix rubber stamp of the bidder:

ANNEXURE V

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the Company who is issuing the power of attorney).

We, M/s. _____ (name of the Company with address of the registered office) hereby constitute, appoint and authorise Mr. /Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the Project, including signing and submission of application proposal, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with CMU, KUSP or any other Government Agency or any person, in connection with the project until culmination of the process of bidding till the Contract. Agreement is entered into with CMU, KUSP and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium/Joint Venture)

We are a member/lead member of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 200__

Signature with rubber stamp and
Company's rubber/stamp/seal

Witness 1 :

Name :

Occupation :

Address :

Witness 2 :

Name :

Occupation :

Address :

Notes :

To be executed by all the members individually. In case of a Consortium, the authorized signatory has to be the one employed by the lead member.

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

ANNEXURE VI

(FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF CONSORTIUM)

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the Company who is issuing the power of attorney)

Whereas CMU, KUSP has invited bids for _____

Whereas, the members of the Consortium comprising of M/s. _____, M/s. _____, M/s. _____, and M/s. _____, (the respective names and addresses of the registered offices to be given) are interested in bidding for the work and implementing the same in accordance with terms and conditions contained in the bid documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Work.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s. _____ and M/s. _____ and M/s. _____ hereby appoint and designate M/s. _____ being one of the members of the Consortium, as the lead member of the Consortium, through any person authorised by it, in our names and in the name of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the work, including submission of application, participating in meetings, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with CMU, KUSP or any other government agency or any person, in connection with the project until culmination of the process of bidding till the Contract agreement is entered into with CMU, KUSP and thereafter till the expiry of the Contract agreement including to receive payments and give due and effectual receipts and discharges for the same.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the _____ day of _____ 200__

Signature with rubber stamp and Company's rubber/stamp/seal

Witness 1

Witness 1

Name :

Name :

Address :

Address :

Occupation :

Occupation :

Notes :

- To be executed by all the members individually, in case of a consortium.
- The mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by applicable laws and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE VII

**(FORM OF LETTER OF INTENT)
(BY SPEED POST / ACK. DUE)
(On the letter head of CMU, KUSP)**

NO.: CMU/KUSP /

Dated:

To

Name & Address of the Bidder

Dear Sirs,

Sub: TENDER No. _____ FOR _____

Ref: Your tender dated _____ and letter dated _____ .

This is to notify you that your tender for the work under reference has been accepted by the Competent Authority of Change Management Unit, Kolkata Urban Service for the Poor for a total Contract Price of Rs. _____/- (Rupees _____ only) for Phase I, i.e. for roll out in 41 non-KMA ULBs.

Pursuant to clause _____ of the Tender Documents, you are required to furnish irrevocable Contract Performance Guarantee for an amount equivalent to 10% (ten percent) of the Contract Price. The Guarantee of an amount of Rs. _____/- (Rupees _____ only) is thus required to be submitted within 7 days of issue of this Letter of Intent.

The time of _____ weeks/ days allowed for execution of Phase I of the Project will be reckoned from the date of this Letter of Intent.

You are requested to contact _____ (complete designation and address of the project-in-charge) for carrying out the contract.

You are also requested to attend this office within 7 days from the date of issue of this letter for execution of the formal Agreement. It may be noted that no payment shall be made for any work carried out by you till the Agreement is executed and till such time the Contract Performance Guarantee has been submitted by you.

This Letter of Intent is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, in token of your acknowledgement.

Kindly note that this Letter of Intent shall constitute a binding contract between us pending execution of formal Agreement.

Your letter referred to above shall form part of the Contract.

Yours faithfully,

Change Management Unit,
Kolkata Urban Service For The Poor

ANNEXURE VIII
FORM OF AGREEMENT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Agreement No. _____ dated _____

THIS AGREEMENT is made on _____ day of _____ Two thousand _____ between **CHANGE MANAGEMENT UNIT, KOLKATA URBAN SERVICE FOR THE POOR** hereinafter called the "Employer" (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) of the One Part and M/s. _____ hereinafter called the Bidder (which expression shall wherever the context so demands or requires, include his/their successors and assigns) of the Other Part.

WHEREAS the Employer is desirous that Project should be executed viz. Rolling out of Municipal e-governance in 41 non KMA ULBs and has by Letter of Intent dated _____ accepted a tender submitted by the bidder for Phase I (*change as applicable*) of Roll out of Municipal e-Governance in 41 non KMA ULBs, at a total Contract Price of Rs. _____/- (Rupees _____ only).

NOW THIS AGREEMENT WITNESSETH as follows :-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. **Documents**
The following documents in conjunction with Addenda/Corrigenda to Tender Documents shall be deemed to form and be read and construed as part of this agreement viz.
 - i. Letter of Intent
 - ii. Invitation of Bids
 - iii. Instruction to bidders
 - iv. Project details
 - v. Qualification Bid – requirements
 - vi. Technical Bid- requirements
 - vii. Financial Bid
 - viii. Bid evaluation process and offer of contract
 - ix. Special Conditions/ Specifications
 - x. General Guidelines
 - xi. General Conditions of Contract.
 - xii. Contract Form.
 - xiii. Amendments to Tender Documents
3. **Previous Communications**
This document constitutes the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation to the Services to be undertaken in accordance with the Contract.
4. **Execution of Project**
In consideration of the payment to be made by the Employer to the Bidder as hereinafter mentioned, the Contactor hereby covenants with the Employer to execute, complete, remedy defects therein and maintain the Project in conformity in all respects with the provisions of the Contract.
5. **Payment**
The Employer hereby covenants to pay to the Bidder in consideration of the execution, completion, remedying of any defects therein and maintenance of the works, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

6. Commencement of the Project

This Contract will remain in effect from _____ and expire on _____ unless terminated earlier in accordance with the provisions of the Contract.

7. Acknowledgement

The Bidder shall confirm acceptance of the terms of this Contract by signing and returning to CMU the duplicate copy enclosed herewith within a period of 7 day of date of Letter of Intent.

IN WITNESS whereof the parties hereto have caused their respective hands to be hereinto affixed the day and year first above written.

<p>_____ In the capacity of _____ On behalf of M/s. _____ (The Bidder) In the presence of Witnesses (Signature, Name & Designation) 1. 2.</p>	<p>_____ For and on behalf of CMU, KUSP (The Employer) In the presence of Witnesses (Signature, Name & Designation) 1. 2.</p>
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SECTION C – QUALIFICATION BID- REQUIREMENTS

Eligibility criteria – credentials and qualifications of the bidder:

The eligibility criteria shall be applicable having reference only to the Information Technology/System Integration Division of a bidder. In case of consortium, the lead member should qualify for each of the following items:

1. EXISTENCE

- 1.1 The bidder must be a Company registered under the Companies Act, 1956 of India.
- 1.2 Bidder should be an established Information Technology Company/ IT Service Provider should have been in the business for a period exceeding five years as on 31.07.2011 - Memorandum and Articles of Association should be enclosed.

2. EXPERIENCE

- 2.1 The bidder should have successfully executed similar support project of e-governance system in India in the last 5 years. The value of such project should not be less than **Rs. 1 Crore**. (Copy of Work Order /Letter of Intent & Completion Certificate to be attached).

3. FINANCIAL PROFILE

- 3.1 The bidder should have positive net worth and sales turnover of **Rs. 50 Crores** or more in each of last three financial years (2008-2009, 2009-2010, 2010-2011). (Copies of the audited Balance Sheets and Profit/Loss Accounts for the last 3 Financial Years to be attached).
- 3.2 Audited balance sheet must be submitted to substantiate any claim. In case the bidder is engaged in other businesses, audited accounts, duly certified by the auditor, for the Information Technology Business only, would be considered.
- 3.3 The bidder must have shown profit in each of the last 3 financial years in Information Technology Business.

4. SUPPORT INFRASTRUCTURE

- 4.1 The bidder must have at least 200 IT professionals on its rolls. Certificate from bidder's HR Department for number of technically qualified professionals employed by the company should be furnished. The list of employee's names, date of joining, PF numbers and designation will have to be furnished if asked by the Evaluation Committee).
- 4.2 The bidder should have an office in Kolkata and should also have a Software Development Center in Kolkata. Valid proof should be submitted along with the bid.

5. CERTIFICATIONS

- 5.1 The Bidder should have an active ISO 9001: 2008 or higher quality certification. Copy of the certificates should be submitted along with the bid.

6. BIDDER REGISTRATIONS AND LICENSES

The Bidder should be a company registered in India under the Companies Act, 1956 and should be registered under C.S.T. and have Sales Tax/ VAT Registration for the State where the bidder's registered office and/ or billing offices are situated. Bidder should also submit copy of valid certificates for CST, Sales Tax and VAT registration. Valid Service Tax Registration Certificate and Permanent Account Number (PAN) issued by income Tax Department. Copy of each registration should be provided.

7. CONSORTIUM/ INDIVIDUAL/PARTNERSHIP

- 7.1. The individual signing the tender or other document, in connection with the tender must certify as to whether he or she has signed as an Authorized Signatory.
- 7.2 For executing the project, a Consortium may be formed provided all members of the consortium are companies engaged in Information Technology & Communication businesses primarily.

- 7.3 In case of a Consortium, the lead member must satisfy all the criteria mentioned above.
- 7.4 The lead member should hold of at least 51% interest in the Consortium and must remain in the Consortium for the entire contract period. The Memorandum of Understanding/Consortium Agreement must be binding on all members for the entire contract period and cannot be changed without the consent of CMU, KUSP.
- 7.5 In case of a Consortium, there shall be a valid Memorandum of Understanding (MoU)/ Agreement among all the members signed by the Chief Executives Officers/ Authorized Signatories of the Companies prior to the submission of the bid. The MoU/ Agreement shall clearly specify the stake of each member and outline the roles and responsibilities of each member. The MoU/ Agreement shall be exclusively for this Project and all members shall be jointly and severally liable for execution of the Project. Inclusion or exclusion of any member, shall not be made without prior approval of CMU, KUSP.
- 7.6 In order to meet the qualification criteria, the experience and/or resources of any consortium partner shall not taken into account or contribute to the bidder's qualification.
- 7.7 The experience and/or resources of any work done as sub-bidder will not be considered for the purpose of considering bidder's qualification.
- 7.8 A Company may submit bids either as a single bidder on their own or as a member in a Consortium submitting bids in response to these Tender Documents. The bid will be rejected if a Company participates as single bidder and also as partner in a Consortium. In that case, both bids will be rejected.
- 7.9 All the Consortium members must have company registration certificate, registration under labour laws, valid Sales Tax/VAT registration certificate, valid Service Tax registration certificate and valid Trade License.

8. **SUBMISSION OF DOCUMENTS AND FORMAT**

All relevant documents supporting the above clauses must be submitted, properly marked with individual clauses and signed by the bidder.

SECTION D – TECHNICAL BID- REQUIREMENTS

PART-A: TECHNICAL REQUIREMENTS, BIDDER'S STRENGTH, IMPLEMENTATION/ACCEPTANCE PLAN,

TIMEFRAME:

The bidder must submit the following understanding in details along with the bid:

1. **TECHNICAL REQUIREMENTS MUST BE SUBMITTED AS PER PART-B OF THIS SECTION**

- a) Executive summary.
- b) Detailed Technical understanding.

2. **THE BIDDER'S CAPACITY AND STABILITY**

a) Bidder's Capacity:

- i. Documentary evidence that he has financial, technical and production capability necessary to perform the contract.
- ii. Its project-management capabilities including expertise in all aspects of software installation, with project planning, project tracking and project control.

b) Stability

The bidder and in case of a consortium all the consortium partners should be stable and should not have undergone any significant management change in the last 12 months before the bid date.

3. **BIDDER TRACK RECORD**

- a) Number of similar projects executed by the Bidder in Government Sector in last five years to be provided.
- b) Number of similar projects executed by the Bidder in India in last five years to be provided.
The track record of the bidder with Similar experience in the last five years to be furnished as per following format: *(Photocopies to be enclosed supporting the same, without which the same will not be considered)*:

Table – 1:

<i>Name of the assignment & duration of Contract</i>	<i>Details</i>
<i>Contract award date</i>	
<i>Actual date of completion</i>	
<i>Name of the client</i>	
<i>Client contact details with reference</i>	
<i>Geographical Area of operation</i>	
<i>Value of the contract</i>	
<i>Brief description of technology used along with the job description</i>	
<i>Brief description of warranty, maintenance and Support</i>	

- This above track record should be in accordance with the experience clause 2.1 of section C, i.e., The bidder should have successfully executed similar support project of e-governance system in India in the last 5 years. The value of such project should not be less than **Rs. 1 Crore**. (Copy of Work Order /Letter of Intent & Completion Certificate to be attached).

4. **MANPOWER**

The bidder must furnish the total no. of technical manpower to be provided for this project. [Please note that, technical manpower means the employees having a minimum qualification of B.Tech/B.E./ MCA or equivalent]. The list of their manpower is to be furnished in annexure as per table 3. The list should show the key roles along with assigned consultants/resources.

Table -2:

Name	Designation	Qualification	Field of Activity	Years of Similar Experience

Detailed resume of the proposed team members are to be enclosed as per the following format:

Table – 3:

1	Name in full	:	
2	Date of birth	:	
3	Area of expertise	:	
4	Total years of similar experience	:	
5	Position for this assignment	:	
6	Academic / Professional Qualification	:	
7	Other training, if any	:	
8	Membership(s) if any	:	
9	Employment record in brief	:	
10	Work undertaken that best illustrates capability to handle the tasks assigned	:	
11	Others	:	

* Documentary evidence of the above must be submitted.

5. IMPLEMENTATION PLAN

The Bidder is required to provide **implementation plan along with the bid response**. The plan shall include detailed implementation methodology, methodology of configuration management, deployment, customer support process and issue resolution process for any issue that may arise during the course of implementation and support/ maintenance period in the proposal. This plan should include execution time and at least the followings:

- a) The **Project Implementation Plan (PIP)** laying down all the project activities, including implementation methodology, methodology of configuration management, testing, deployment plan, customer support process and issue resolution process. PIP should also lay down all target milestone dates. The expected durations and the dependency relationships between these activities and who is responsible for each activity should be specifically mentioned.
- b) **Project management methodology** and **quality control** for implementation of the project to be mentioned
- c) This should also include **Communications Plan**, which will list up all stakeholders in the project, defines their roles, and provides contact information.

6. TIMEFRAME

In addition with above, the timeframe of installation of the softwares, data migration, integration with the Data Center, training and ULB level support should be specifically mentioned in the form of chart including the different phases for each ULBs. The time frame of all such phases must be as follows:

Activity	Time frame from start date
Software acquisition	1 month
Installation of software at all the ULBs	2 months
Data migration at all the ULBs	2 months
Initial training (centralized/ ULB level)	3 months

On completion of each of the activity in any ULB, immediately for the same ULB, the ULB level support of 6 months must be started including training and handholding, within which time frame, the modules must be operative in the ULBs. After completion of 3 months as indicated in above table, the 3 years of central support will be started and on completion of another 6 months, i.e. from 9 months of start date, the regional level support of 30 months will be started.

7. TRAINING AND DOCUMENTATION

a) Training for users

The bidder should provide adequate centralized/ ULB level training to the users at the Bidder location/ ULB location, to enable them to operate the software as mentioned. Approximately, a total number of 900 persons to be trained for all the 41 ULBs. However, the number of persons to be trained will be finalized later.

b) User Manual and Other documentation

The Bidder should provide hard and soft copies of the training manual and other documentations for proper knowledge transfer both in English and Bengali.

8. SUPPORT SERVICES:

8.1. Phase I:

- i. The bidder is required to provide comprehensive central level support during a period of 3 years after the complete installation of the software packages at the 41 ULBs at phase I including data migration. At the central level, bidder must provide 2 manpower for coordinating with the manpower deployed for installation and rollout of the software package at the 41 non KMA ULBs and for coordinating with the regional support staff during the said 3 years of support.
- ii. After complete installation/ data migration of the modules in the ULBs, for a period of 6 months, each ULB should be provided with technical competent staff for handholding support and starting of all the software modules at the ULBs. During this period, the starting of the e-governance modules at the ULB level will be the sole responsibility of the selected bidder. If within the stipulated time, any or all of the modules do not run at the ULBs, bidder will extend the period of support at the ULBs for starting the modules and for the same, no additional payment will be given to the bidder.
- iii. After the first 6 months, for the rest of 2 years and 6 months, the 41 locations will be grouped in 12 locations; where nearby ULBs (1 to 5 in number) will be clubbed together. Each such location will have 1 dedicated manpower for providing regular support services to the grouped ULBs.
- iv. The bidder shall be entirely responsible rollout of the software and its implementation.

8.2 Phase II:

- i. If decided to go for phase II, the bidder is required to provide comprehensive central level support during a period of 3 years after the complete installation of the software packages at the 46 ULBs of Phase II including data migration. At the central level, bidder must provide 2 manpower for coordinating with the manpower deployed for installation and rollout of the software package at the 46 non KMA ULBs and for coordinating with the regional support staffs during the said 3 years of support.
- ii. After complete installation/ data migration of the modules in the ULBs, for a period of 6 months, each ULB should be provided with technical competent staffs for handholding support and starting of all the software modules at the ULBs. During this period, the starting of the e-governance modules at the ULB level will be the sole responsibility of the selected bidder. If within the stipulated time, any or all of the modules do not run at the ULBs, bidder will extend the period of support at the ULBs for starting the modules and for the same, no additional payment will be given to the bidder.

- iii. After the first 6 months, for the rest of 2 years and 6 months, the 46 locations will be grouped in 14 locations, where nearby ULBs (1 to 5 in number) will be clubbed together. Each such location will have 1 dedicated manpower for providing regular support services to the grouped ULBs.

PART-B: Details of the software:

To give an idea regarding design of the modules the following details are given which are subject to change during implementation as per direction of CMU or its authorised body. All the modules have to be developed after preparing individual SRS.

- i. **Financial Accounting System**
 - a. Accrual based double entry accounting
 - b. Fund based accounting system
 - c. Integration with Property Tax system
 - d. Financial Statements
 - e. Full flexibility Chart-of-Accounts setup
 - f. Web access to accounting functionality
 - g. Accounts, Authentication and Role based access control
 - h. Inventory, Payroll and Employees Service Record Information System
- ii. **Property Tax Management System**
 - a. Assessment of properties
 - b. Collection of Property Detail from the last assessment record
 - c. Computation of Property Tax using CVS, ARV & Unit Area system
 - d. Creation of DCB (Demand Both: current and arrear, Collection and Balance) entries and generation of demand notice for tax payers.
 - e. Collection of tax payment
 - f. Generation of Receipt
 - g. Generation of various report as per norms
 - h. Cheque Cancellation
 - i. Data Entry applications
 - j. Accounts, Authentication and Access Control
 - k. Hierarchical Security
- iii. **Trade License (renewal and new) System** will provide a system for providing trade license forms and registration of new or existing trade licenses.
- iv. **Building Plan approval system**
 - a. Checking of format and application document
 - b. Stages of approval dates
 - c. Financial commitment and cross checking
 - d. Final approval
 - e. Uploading of softcopy of plans.
- v. **Ward Wise Management Information System**
 - a. System to publish Ward action plans to citizens
 - b. Ability to take inputs and suggestions on the ward action plans
 - c. Administrative access to insert and update ward works.
- vi. **Birth / Death Registration System**
 - a. Registering of Birth
 - b. Registering of Death
 - c. Issue of Birth certificate
 - d. Issue of Death certificated
 - e. PDF forms for the above
 - f. Reporting on the existing and approved format
 - g. Batch mode data import facilities

vii. Infrastructure Management System

- a. System to store and retrieve information on infrastructure like water supply, drainage, sewerage and roads.
- b. Generation of Reports

viii. Payroll

- Employee database
- Attendance, leave, salary, pf status of employee

ix. Public Grievance & Redressal Module

- a. Registration of Complaint – Internet, Phone & Paper Form.
- b. Creation of Complaint tracking number
- c. Auto routing Complaint to appropriate person/dept.
- d. Redressal Update to Citizens
- e. Various MIS reports on Grievances received and redressed.
- f. Web interface for citizens to view complaints
- g. Integration with SMS

x. Health System

Comprehensive reporting of health schemes taken under ULBs.

xi. ULB Infrastructure:

Will provide day to day working system to the municipal officials and staff. Will keep track of the following

- a. Physical assets like number of computer systems, lights, fans, furnitures etc.
- b. Other infrastructure issues
- c. Store management system.
- d. Record room management system.
- e. Vehicles department management system.

xii. Water Works management system:

- a. Detailed input of water supply.
- b. Collection of Details from the last assessment record
- c. Computation of Tax
- d. Collection of tax payment
- e. Generation of Receipt
- f. Generation of various report as per norms
- g. Cheque Cancellation
- h. Data Entry applications
- i. Accounts, Authentication and Access Control
- j. Hierarchical Security
- k. Any other water works related issues.

xiii. School information system:

The detailed system for supporting the education structure under ULB

xiv. MIS :

Will provide required reporting system for management for all the above items with standard report generating format. Will connect to the other components of e-gov to keep track as MIS report

Elaborate details of the software is given in annexure C below.

Annexure A:

Name of the ULBs:

Sr. No.	ULB Name	Sr. No.	ULB Name
1	Haldia Municipality	22	Khirpai Municipality
2	Ashoknagar-Kalyangarh Municipality	23	Nalhati Municipality
3	Krishnanagar Municipality	24	Taherpur Municipality
4	Tamluk Municipality	25	Habra Municipality
5	Rampurhat Municipality	26	Asansol Municipal Corporation
6	Suri Municipality	27	Durgapur Municipal Corporation
7	Guskara Municipality	28	Jamuraia Municipality
8	Berhampur Municipality	29	Kulti Municipality
9	Santipur Municipality	30	Raniganj Municipality
10	Katwa Municipality	31	Siliguri MC
11	Arambagh Municipality	32	New Town Kolkata Development Authority
12	Balurghat Municipality	33	Egra Municipality
13	Old Malda Municipality	34	Birnagar Municipality
14	Kurseong Municipality	35	Ramjibanpur Municipality
15	Tarakeswar Municipality	36	Englishbazar Municipality
16	Kaliaganj Municipality	37	Sainthia Municipality
17	Contai Municipality	38	Raiganj Municipality
18	Diamond Harbour Municipality	39	Chandrakona Municipality
19	Kandi Municipality	40	Coochbehar Municipality
20	Dhulian Municipality	41	Nabadiganta Industrial Township Authority
21	Kharar Municipality		

Annexure B:

SI No	ULB NAME	SI No	ULB NAME
1	Alipurduar Municipality	24	Jhalda Municipality
2	Baduria Municipality	25	Jhargram Municipality
3	Bankura Municipality	26	Jiaganj-Azimganj Municipality
4	Burdwan Municipality	27	Kalimpong Municipality
5	Basirhat Municipality	28	Kalna Municipality
6	Beldanga Municipality	29	Mal Municipality
7	Bishnupur Municipality	30	Mathabhanga Municipality
8	Bongaon Municipality	31	Mekliganj Municipality
9	Darjeeling Municipality	32	Memari Municipality
10	Chakdaha Municipality	33	Midnapur Municipality
11	Coopers' Camp Municipality	34	Mirik Municipality
12	Dalkhola Municipality	35	Murshidabad Municipality
13	Dhupguri Municipality	36	Nabadwip Municipality
14	Dinhata Municipality	37	Panskura Municipality
15	Dubrajpur Municipality	38	Purulia Municipality
16	Gangarampur Municipality	39	Raghunathpur Municipality
17	Ghatal Municipality	40	Sonamukhi Municipality
18	Gobardanga Municipality	41	Taki Municipality
19	Haldibari Municipality	42	Bolpur Municipality
20	Islampur Municipality	43	Ranaghat Municipality
21	Joynagar- Mozilpur	44	Tufanganj Municipality
22	Jalpaiguri Municipality	45	Kharagpur Municipality
23	Jangipur Municipality	46	Jhalda Municipality

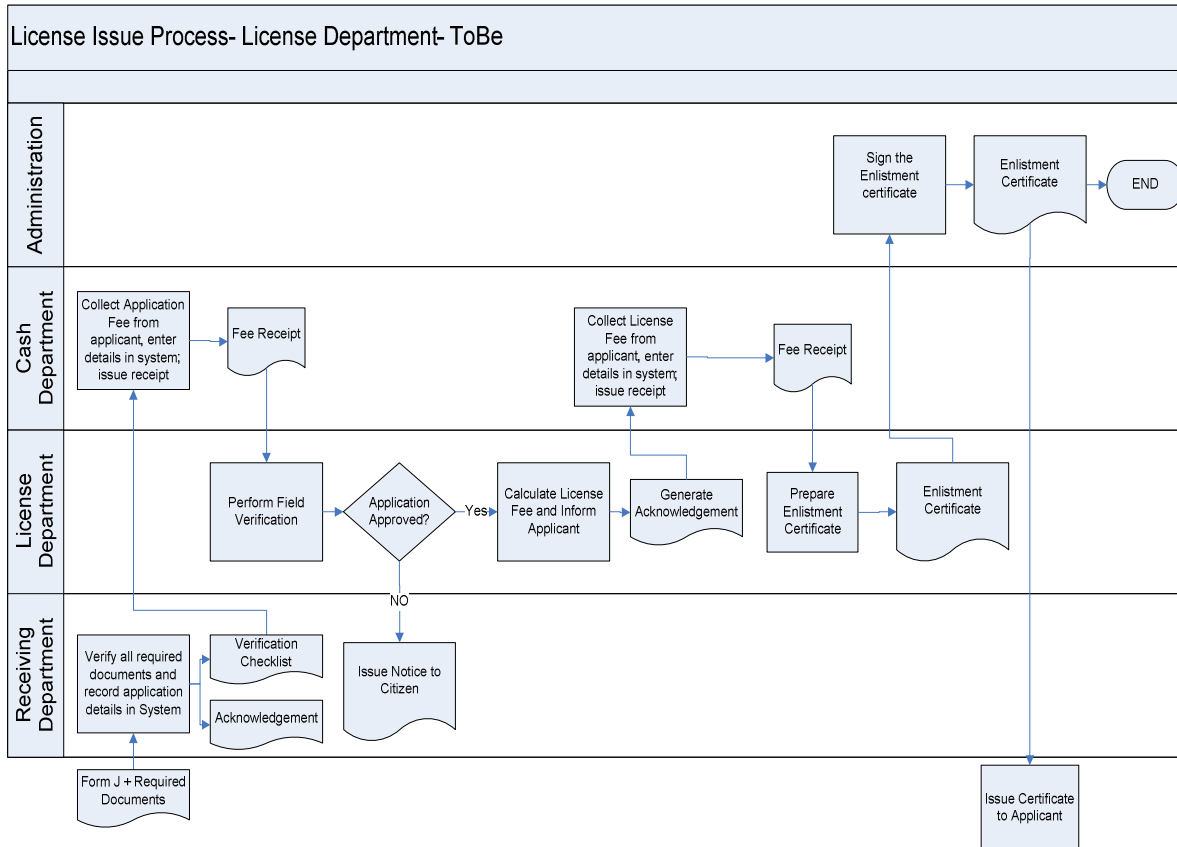
Annexure C

Details of the modules

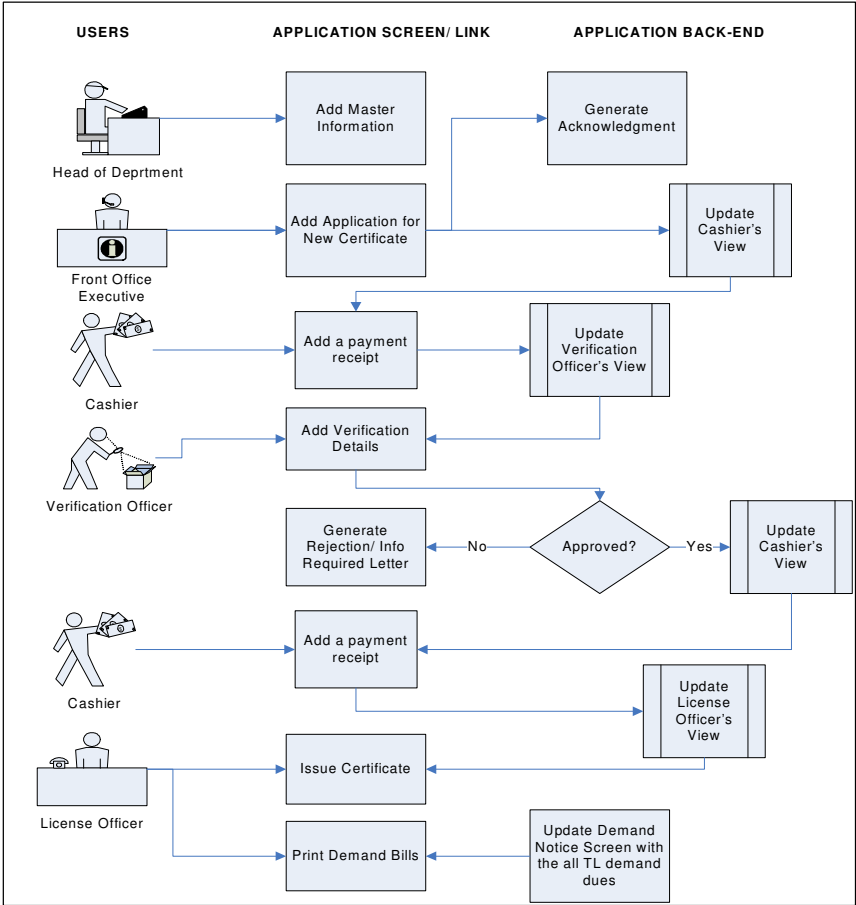
1. Trade License

Every person engaged in any trade or profession in the ULB is required to obtain a Certificate of Enlistment or popularly known as the “Trade Licence”. The key activities of the department are Issuance of new trade license, Renewal of trade license, Cancellation of trades.

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

The front office executive enters the application for new certificate (Application for new Enlistment) (received from the citizen). The system generates an acknowledgement (New Enlistment Application Acknowledgement) on successful submission of the application.

The system updates the cashiers' tables with the information regarding this new application. The cashier will enter the payment details against this application.

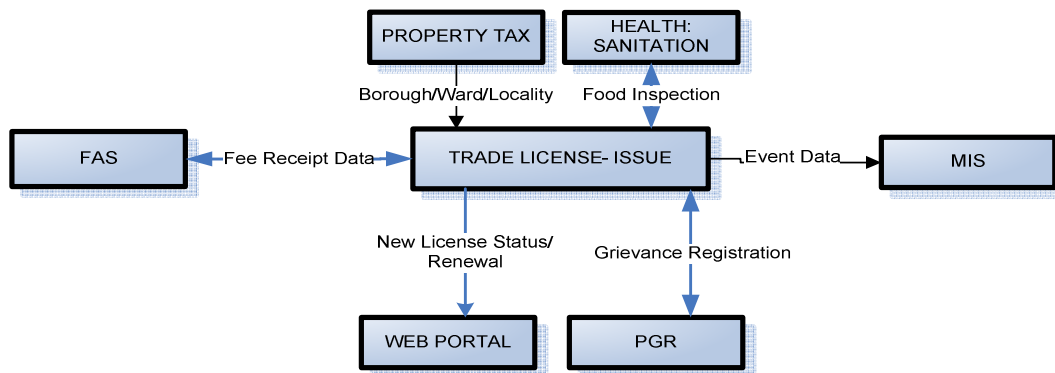
The system then updates the officer's tables with the information regarding this new application. On approval, the cashier's tables are updated. On rejection the system generates a rejection letter (Rejection Letter)

The system updates the cashier's tables with the information regarding the approved application. The cashier will enter the payment details against this application. The system then updates the License officer's view.

The license officer can then Issue the certificate (Enlistment Certificate)

The system also generates a list of all the demand dues (Enlistment Renewal Certificate), which can be printed by the license officer.

Links with other modules



- 1) **FAS:** All payment receipts (application/ license) are entered through the payment screen in the Trade License module and these are updated in the FAS module.
- 2) **Property Tax:** Information like Borough, Ward, Localities must be available in the Property Tax Modules before hand. Also, the system will not allow a trade application to be entered, if the property tax for the particular holding number has not been paid.
- 3) **Sanitation:** Applications for food related trade will be inspected in both the trade license module as well as the health (sanitation) module. In the trade license module, an application will be marked for whether food inspection is required. Only application which requires food inspection will flow to the Health (Sanitation) module. The application will not be approved, until, the status is approved from both modules.
- 4) **Web Portal:** The application number generated will be made available in the web portal with latest status.
- 5) **MIS:** Data captured through the module will be compiled into MIS reports at the central level.
- 6) **PGR:** Citizen can post a grievance regarding his pending application for getting a license for the trade.

Process Impact

Physical Parameters:

Existing stationeries which does not require any change:

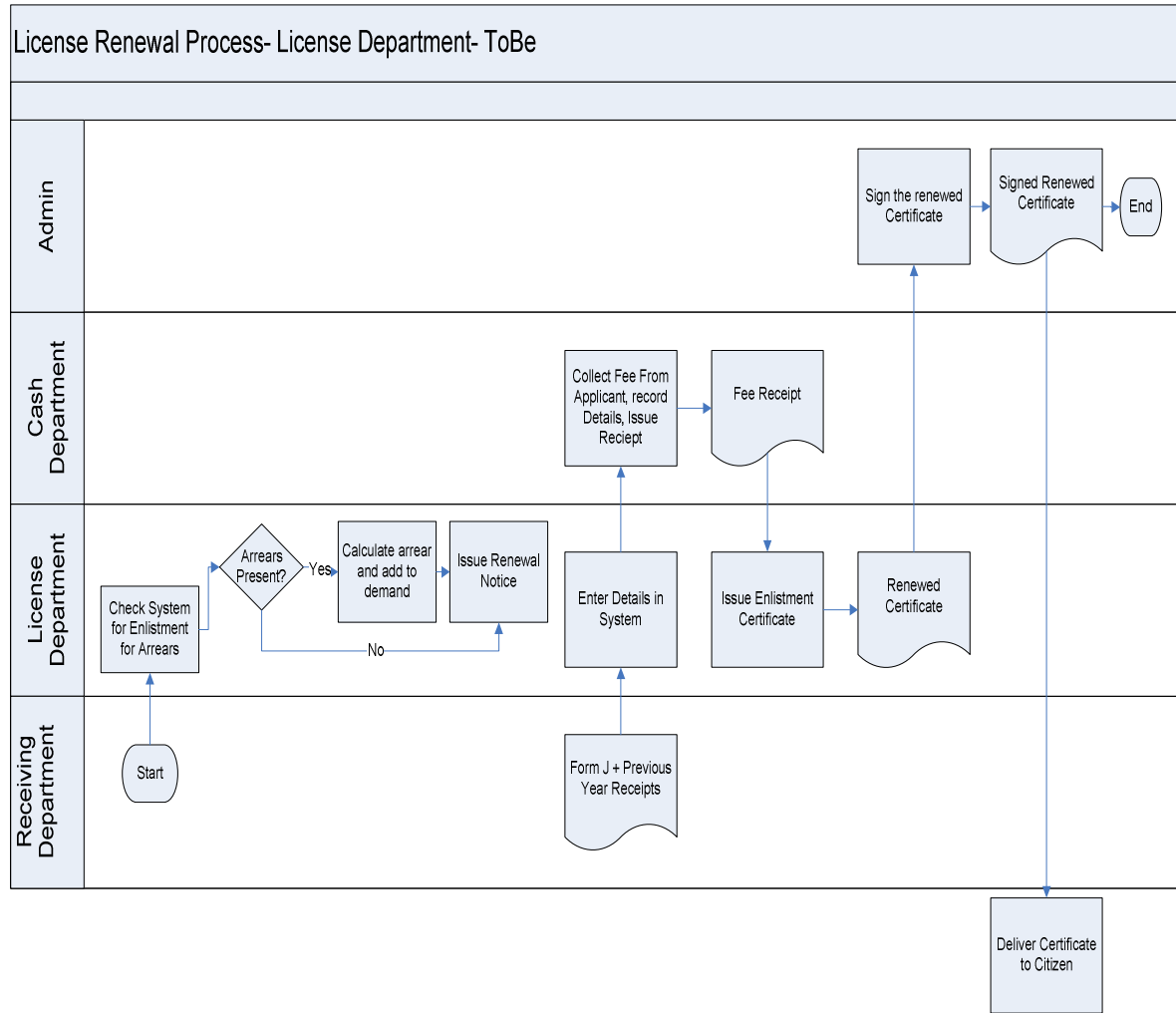
- 1) The application forms (Form J) and any other forms, as per the Bengal Municipal act will be used without any change. The

Process Standardization

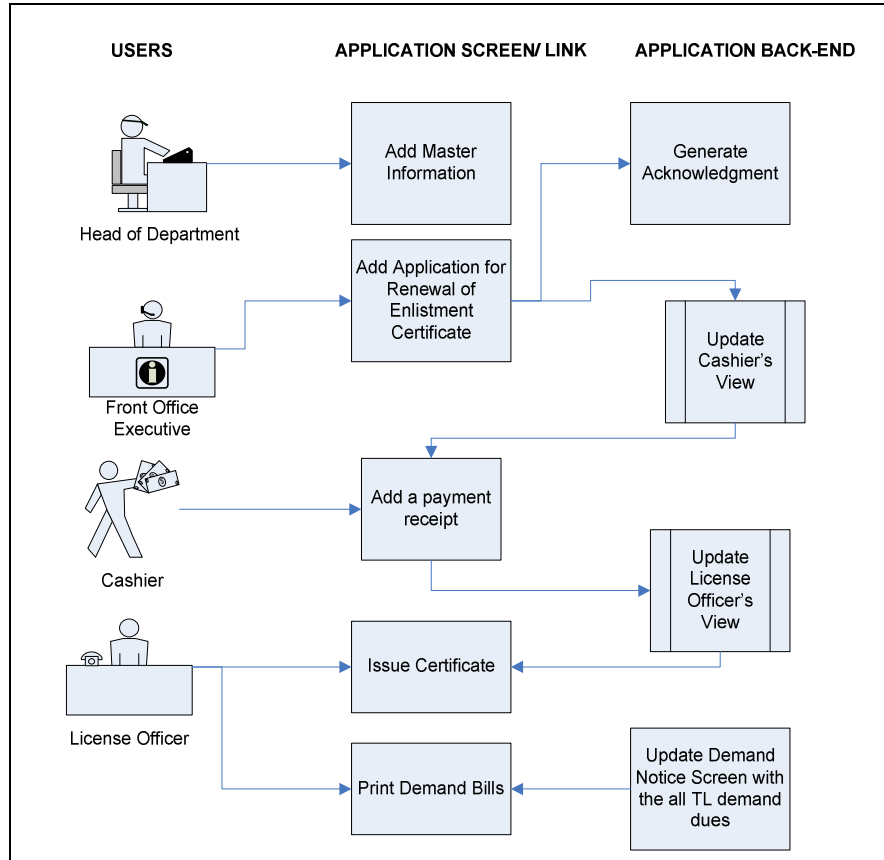
1. All hard copy proofs given must be filed with the file number being same as the application number generated by the system.
2. Details for Application for new enlistment certificate:
 - a. Mandatory:
 - i. Title of Enlistment
 - ii. Enlistment Type
 - iii. Enlistment Category/ Sub Category
 - iv. Plinth Area
 - v. Assessment Number
 - vi. Shop Number
 - vii. Applicant's address
 - b. Optional
 - i. Enlistment Address/ Contact Number
 - ii. Name of Proprietors, partners , MD (depending on enlistment type radio button)
 - iii. Annual Income
 - iv. Income Tax
 - v. Expected Date of commencement of business
 - vi. Monthly rent payable
 - vii. Capital
 - viii. Applicant's holding number

b. Renewal of Enlistment Certificate

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

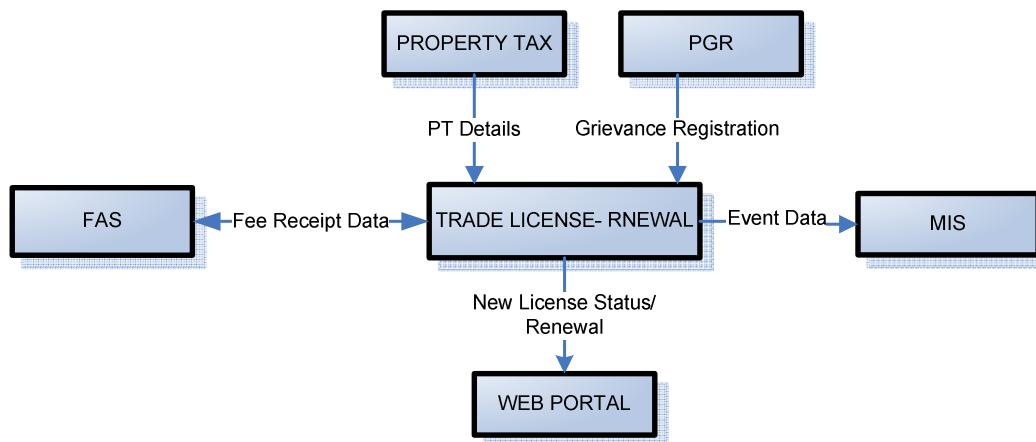
The front office executive enters the application for renewal of enlistment certificate (Renewal of Enlistment Application) (received from the citizen). The system generates an acknowledgement (Renewal of Enlistment Application Acknowledgement) on successful submission of the application.

The system updates the cashiers' tables with the information regarding this new application. The cashier will enter the payment details against this application. The system then updates the License officer's view.

The license officer can then Issue the certificate (Enlistment Renewal Certificate)

The system also generates a list of all the demand dues (Demand Notice), which can be printed by the license officer.

Links with other Modules



- 1) **FAS:** All payment receipts are entered through the payment screen in the Trade License module and these are updated in the FAS module.
- 2) **Property Tax:** Information like Borough, Ward, Localities must be available in the Property Tax Modules before hand. Also, the system will not allow a trade renewal application to be entered, if the property tax for the particular holding number has not been paid.
- 3) **Web Portal:** The application number generated will be made available in the web portal with latest status.
- 4) **MIS:** Data captured through the module will be compiled into MIS reports at the central level.
- 5) **PGR:** Citizen can post a grievance regarding his pending renewal application for getting a license for the trade.

Process Standardization

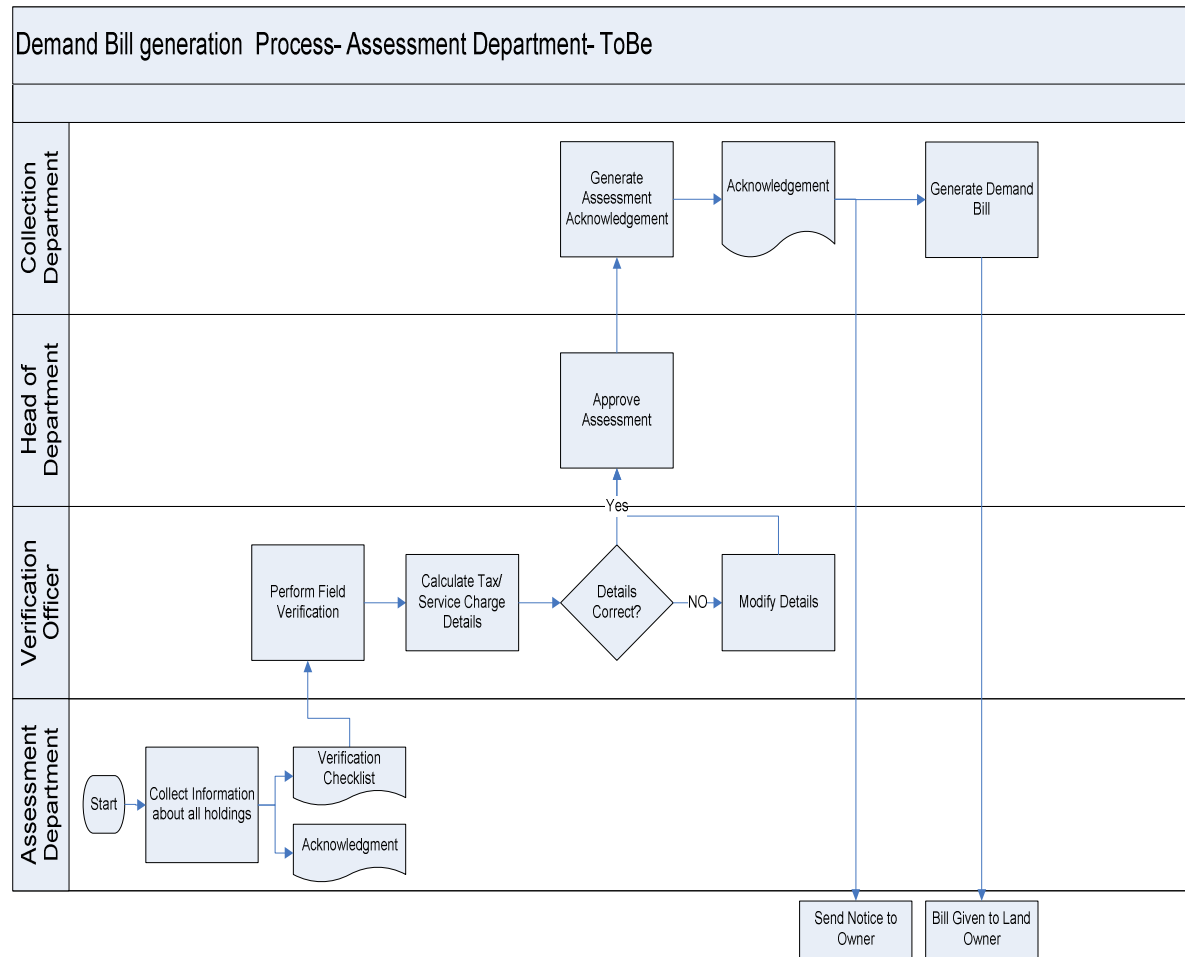
1. All hard copy proofs given must be filed with the file number being same as the application number generated by the system.
2. Details for Application for renewal of enlistment certificate
 - A. Mandatory
 - i. License Number
 - ii. Applicant's holding number and address

2. Property Tax

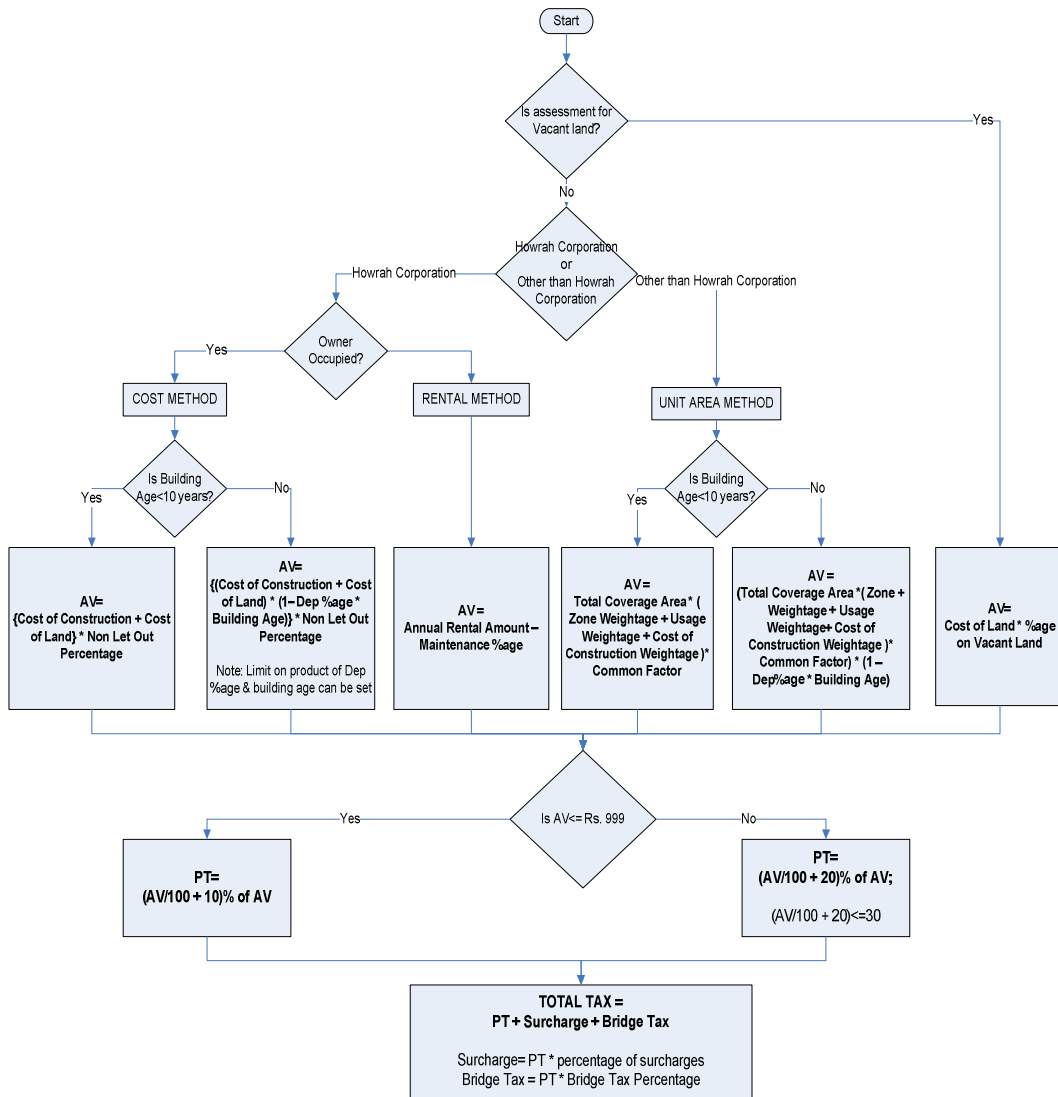
The key activities of the Property Tax department include Identification of premises, Evaluating/Categorizing premises to determine the Annual Value of a property, Hearing the cases and deciding the Annual Value of a property, Issuing and Collecting bills, which might be generated for changes in the value of an older demand, Tracking any demands which become outstanding and following up with assesses, if necessary, and Mutation of premises

a. New Assessment

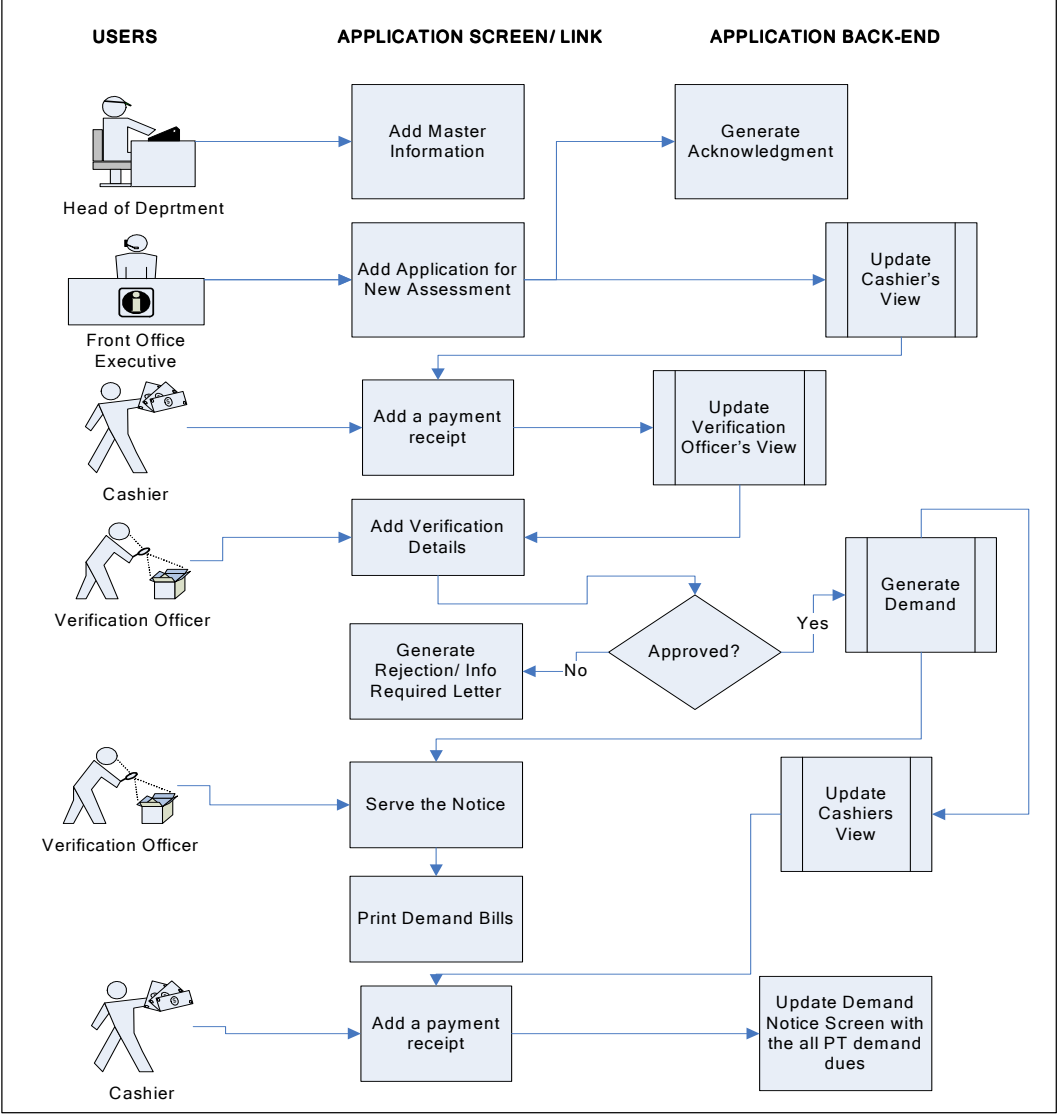
Process



Property Tax Calculation Details



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

The front office executive enters the application for new assessment (Application for new Assessment) (received from the citizen). The system generates an acknowledgement (New Assessment Application Acknowledgement) on successful submission of the application.

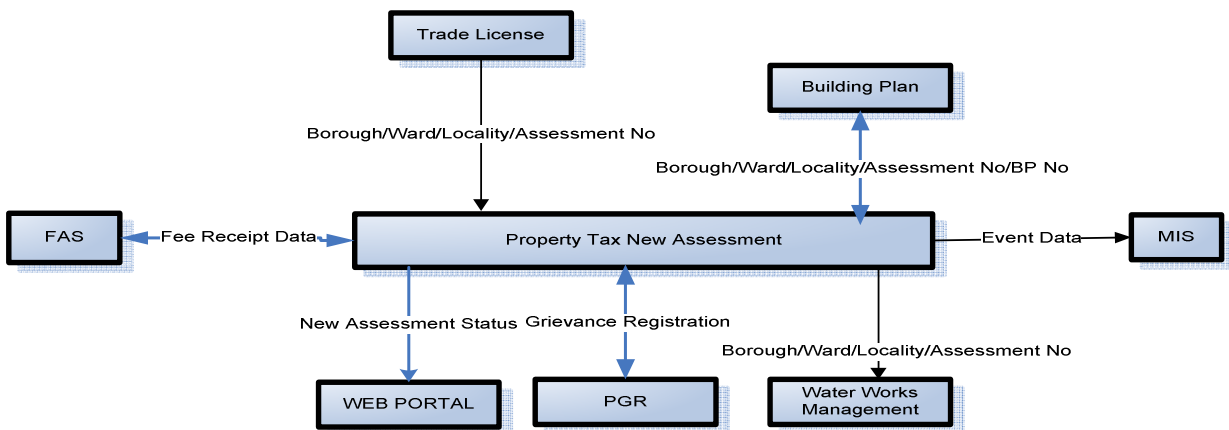
The system updates the cashiers' tables with the information regarding this new application. The cashier will enter the payment details against this application.

The system then updates the officer's tables with the information regarding this new application. On approval, the cashier's tables are updated. On rejection the system generates a rejection letter (Rejection Letter)

Upon approval Demand for the particular assessment number is generated and notice is served to citizen. The Cashier's tables are updated; the cashier will enter the payment details against this assessment no.

The system also generates a list of all the demand dues, which can be printed by the verification officer.

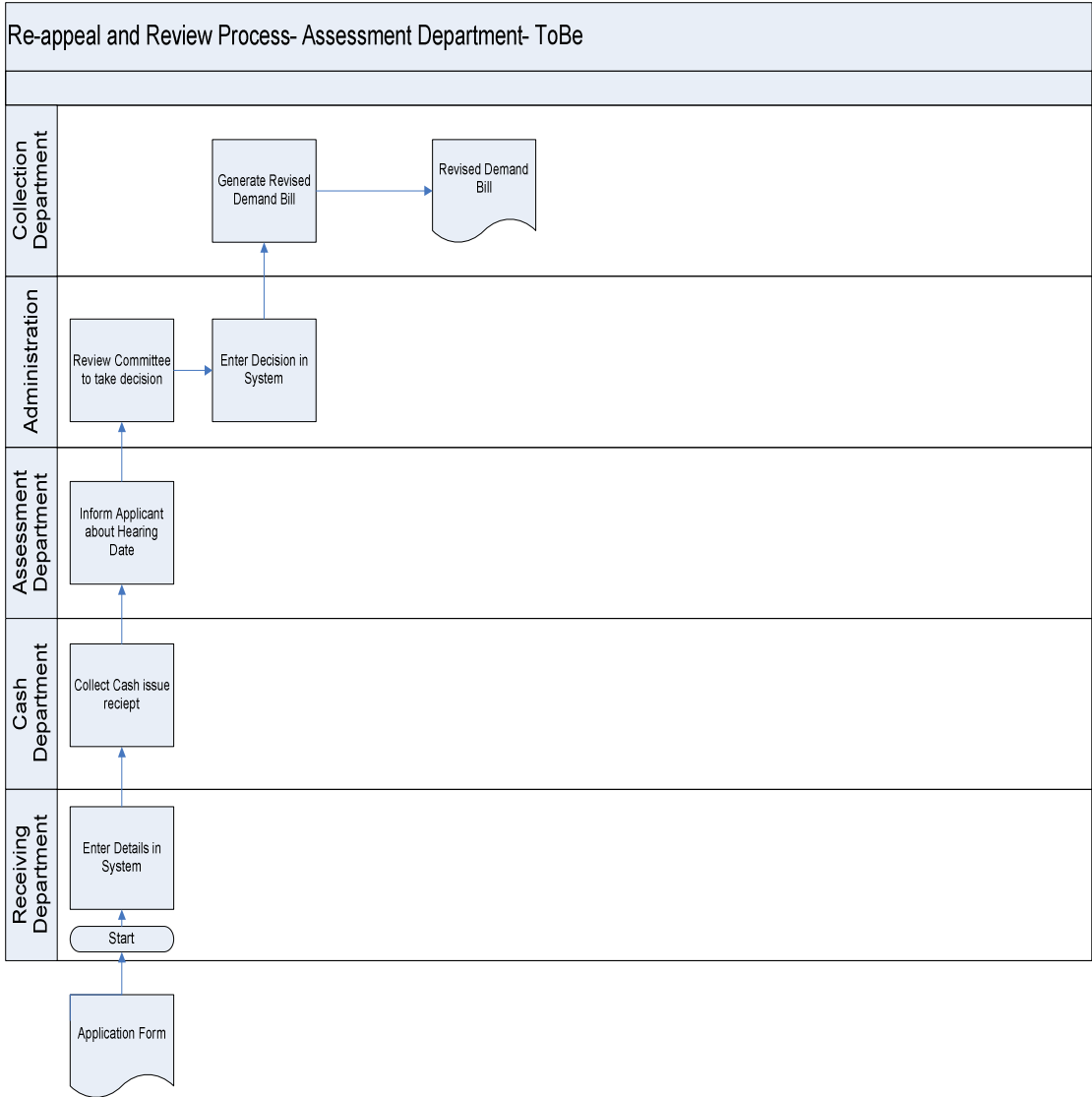
Links with other modules



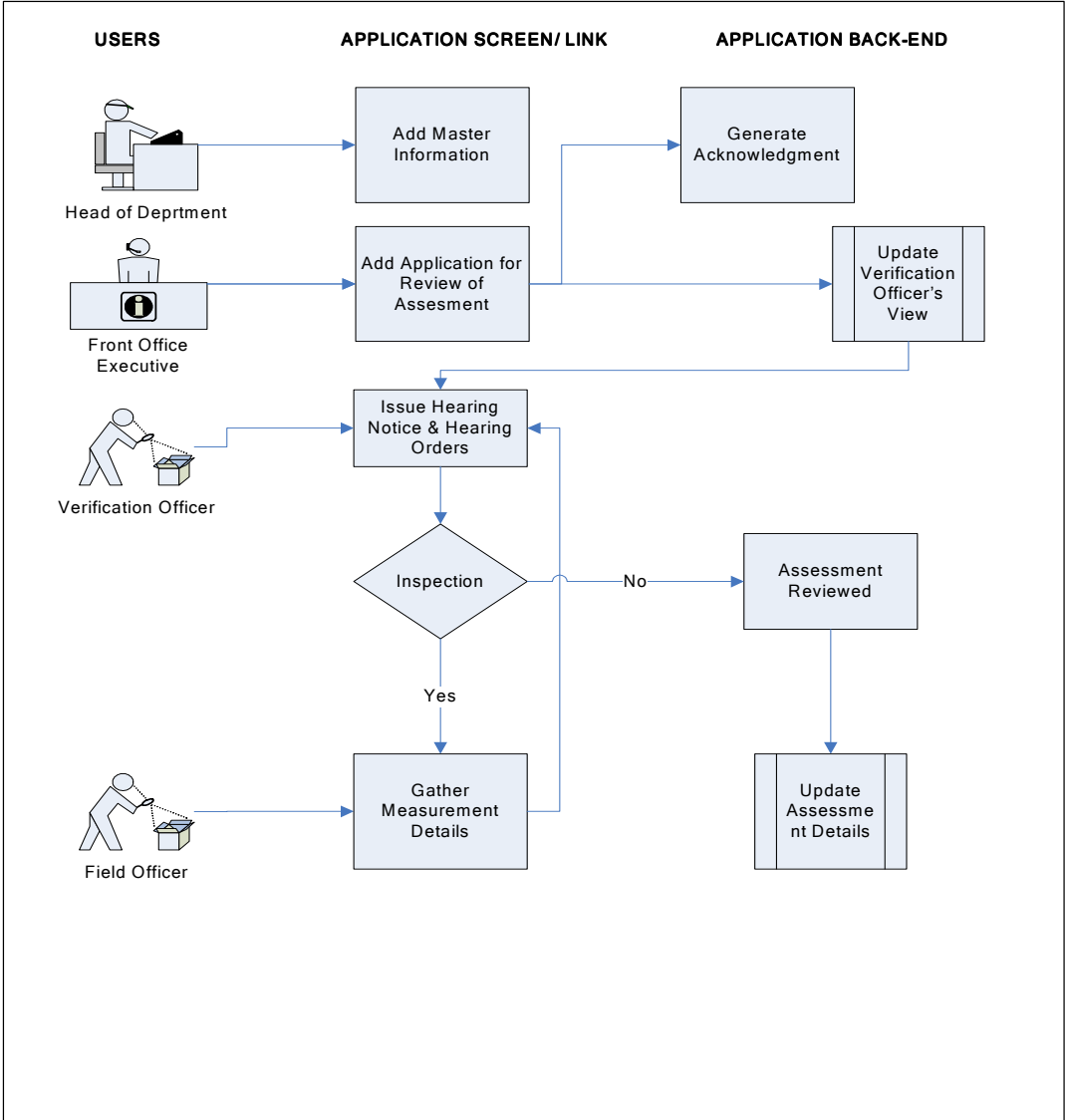
- 1) **FAS:** All payment receipts are entered through the payment screen in the Property tax module and these are updated in the FAS module.
- 2) **Water Works:** Information regarding payment of Property Tax. Flows from Property Tax module to Water Works Module. Also, the system will not allow a water connection application to be entered, if the property tax for the particular holding number has not been paid.
- 3) **Web Portal:** The application number generated will be made available in the web portal with latest status.
- 4) **MIS:** Data captured through the module will be compiled into MIS reports at the central level.
- 5) **TL:** Information regarding payment of Property Tax. Flows from Property Tax module to Trade License Module. Also, the system will not allow a Trade License application to be entered, if the property tax for the particular holding number has not been paid.
- 6) **PGR: Citizen** can post a grievance regarding his pending application for getting a assessment for his property.
- 7) **Building Plan:** information regarding Building permit no . Flows from Building Plan module to Property Tax module. And information regarding Assessment no, borough, ward, locality, Flows form Property Tax module to Building Plan module.

b. Review of Assessment

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

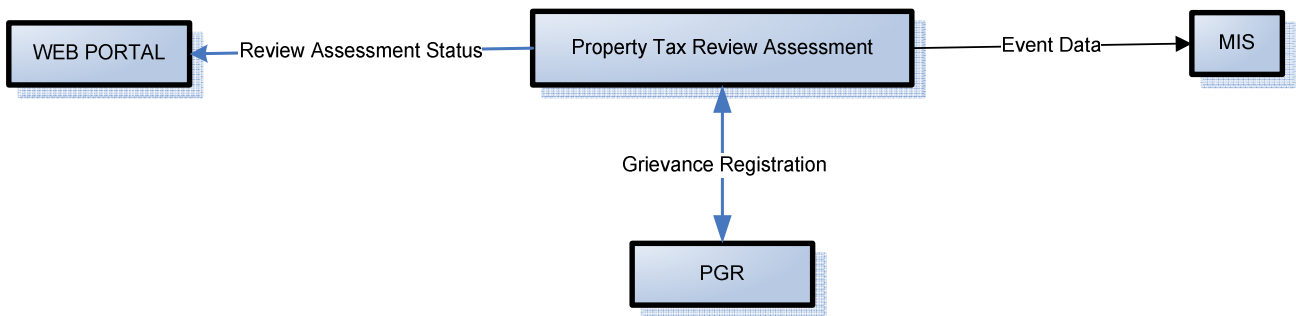
The front office executive enters the application for Review assessment (Application for Review of Assessment) (received from the citizen). The system generates an acknowledgement (Review Assessment Application Acknowledgement) on successful submission of the application.

The system then updates the officer's tables with the information regarding this new application. The Officer issues Hearing Notice to Citizen, and updates the hearing orders. If in Hearing orders inspection not requires then Assessment is reviewed.

If Inspection is required then field inspection is done and updated in Hearing Orders, this process continues till inspection in Hearing Order is not required.

Upon assessment reviewed, Assessment tables are updated with new measurement and calculation details.

Links with other modules

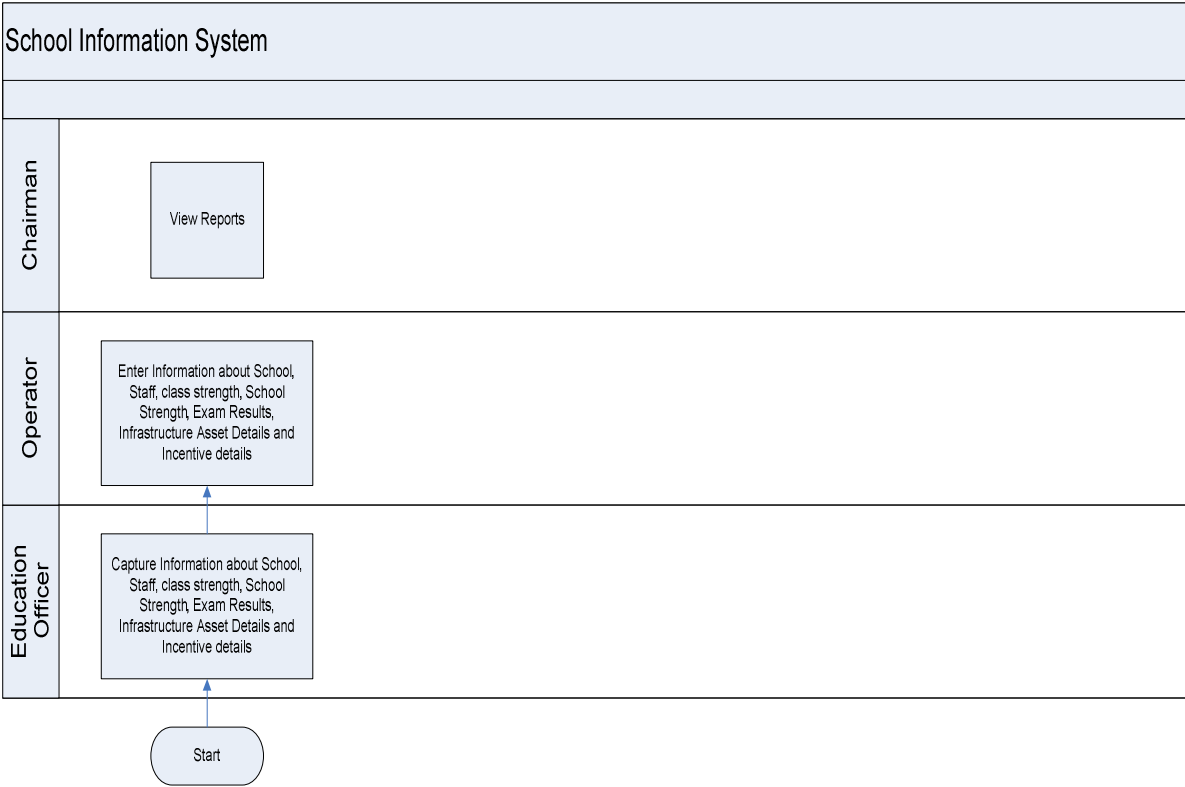


- 1. PGR:** Citizen can post a grievance regarding his pending revision application for getting a license for the trade.
- 2. Web Portal:** The application number generated will be made available in the web portal with latest status.
- 3. MIS:** Data captured through the module will be compiled into MIS reports at the central level.

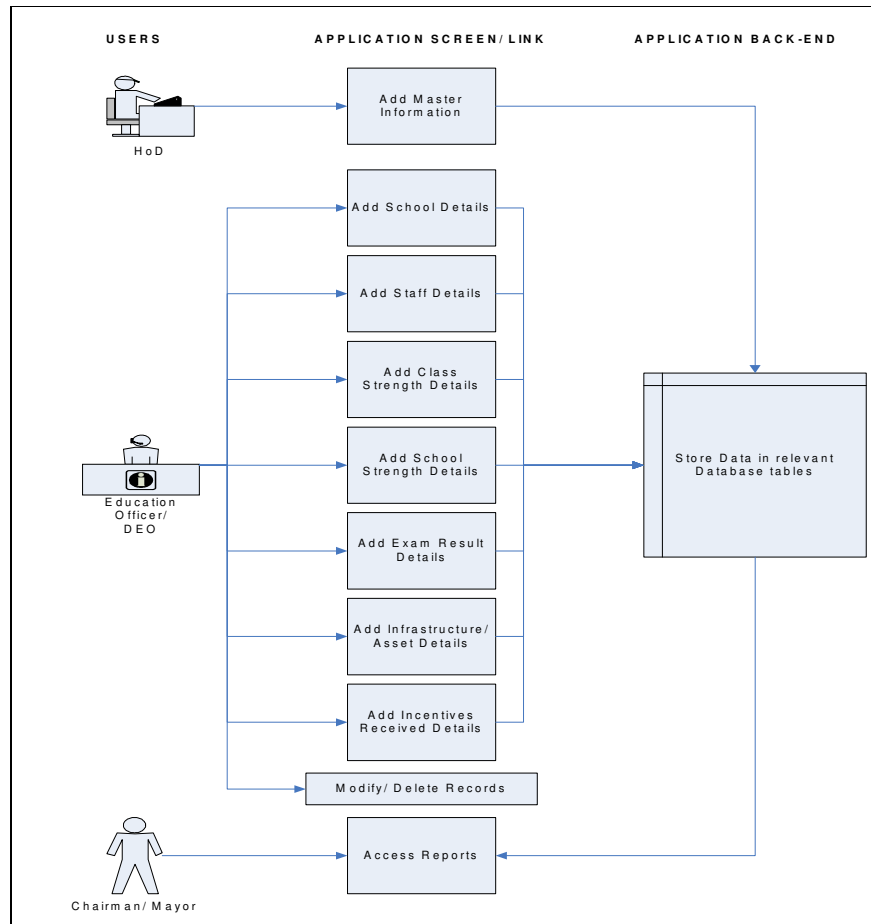
3. School Information System

The scope of this module is to document all the business functions of the “E-Education” module of the KUSP Application Software. The education department in each municipality maintains details of each school in its preview, the details of teachers in each school, the conditions, and facilities of a school. The department also maintains data about budget allocation for the schools. The data about different schemes like Mid Day Meal Program etc will also be maintained by the education department of a municipality/corporation. This document lists the functionalities that will be computerized as part of KUSP Project

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

The education officer or a data entry officer enters the data related to the municipal schools. This is stored in the application database and can be retrieved by the officer/ DEO for modification/ deletion if so required. The data can also be used for reports to be used by the Mayor/ Chairman.

Process Standardization

1. Education level classification must be standard for all schools under a municipality.
2. Details captured for all schools must include:
 - a. Mandatory:
 - i. School Name
 - ii. Education Level
 - iii. Maintained by status
 - iv. Building Type
 - v. Address
 - vi. Caste wise (general, SC, ST, OBC, others) and Religion wise (Hindu, Muslim, Christian, Sikh, Buddhist others) break up of students in each class of the school
 - vii. Total number of students appearing, passing and repeating final exams in each class of the school
 - viii. Average daily attendance
 - ix. Total number of students dropping out in an academic session
 - x. Total number of rooms and class rooms
 - xi. Plinth area
 - xii. SSR

- xiii. PTR
 - xiv. No. of books in library
 - xv. Availability of laboratories for physics, chemistry, geography, biology and computers
 - xvi. Sport facilities available
 - xvii. Incentives received type (cash or kind) and Quantity/ amount
- b. Optional
- i. School type
 - ii. Education type
 - iii. School building status
 - iv. Availability of uniforms, badges, various school committees and associations

3. Details captured for all school staff must include:

- a. Mandatory
- i. Staff member name
 - ii. Date of birth
 - iii. Date of appointment
 - iv. Employment type and category
 - v. Designation
 - vi. General Qualification
 - vii. Scale of pay
 - viii. Associated school name
 - ix. Present and permanent address
- b. Optional
- i. Professional qualifications
 - ii. Period of service
 - iii. Gross monthly salary
 - iv. Extra Curricular interests

Integration with other modules



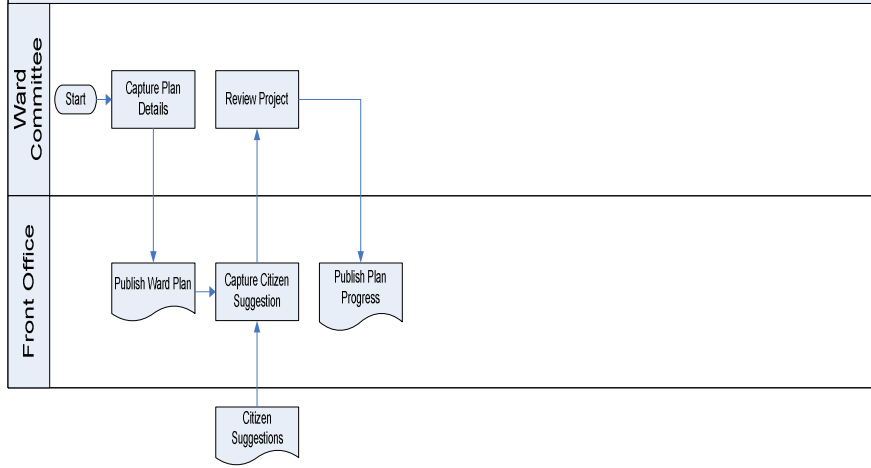
1. **PT:** Information like Borough, Ward, Localities must be available in the Property Tax Modules
2. **MIS:** Data captured through the module will be compiled into MIS reports at the central level.

4. Ward Wise Management System

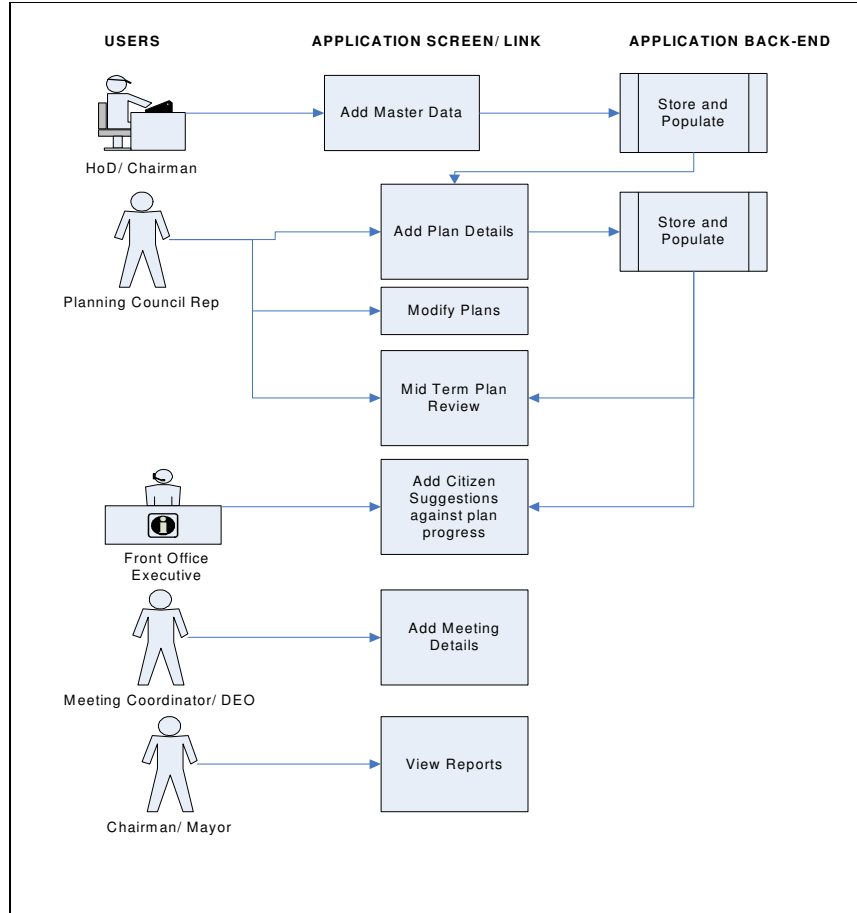
The purpose of this module is to describe all the business functions of the “Ward Wise Management System” module of the KUSP Application Software. The plan details are captured for a particular project to be undertaken. Ward wise plan is published for citizens suggestions, Project is reviewed daily and the progress is published.

Process

Ward Wise Management Information System- ToBe



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

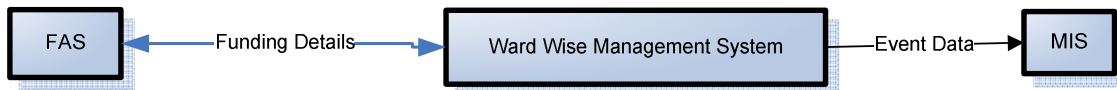
The planning council rep can add and modify plan details. He can also mid term review details for the plans.

The plan details are stored on the application database and are available with the front office executive to add citizen suggestions against the same.

Meeting coordinators can also add meeting details in the system.

Chairman/ mayor can also get information about plans and their progress by generating reports.

Links with other modules



1) FAS: Funding Details of individual projects is obtained from the FAS module.

2) MIS: Data captured through the module will be compiled into MIS reports at the central level.

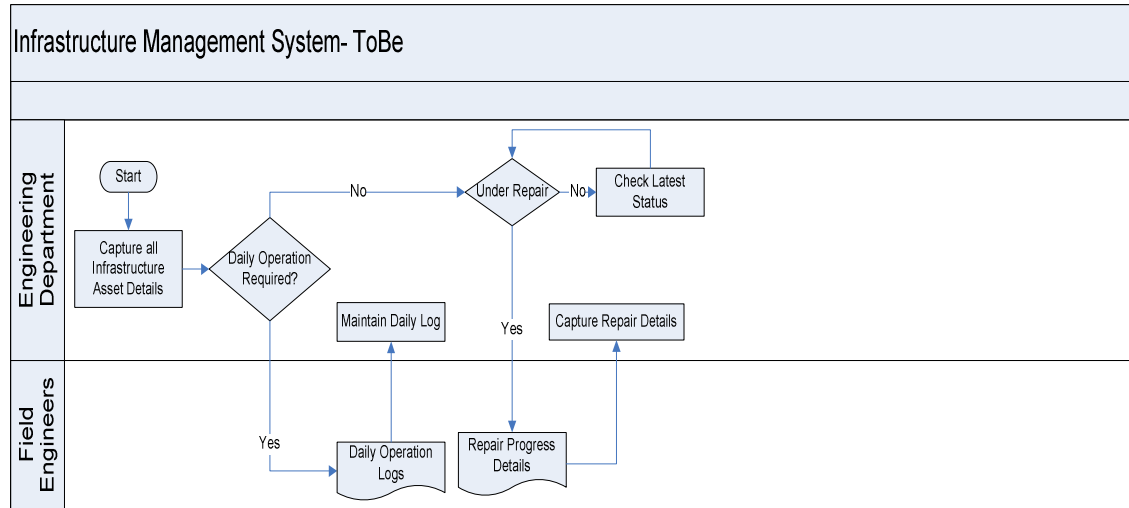
Process Standardization

1. All project progress information must be sent to the ULB on a periodic basis.
2. All projects must be made available for citizen feedback/ suggestions.
3. All meeting details must be captured and stored in the application.

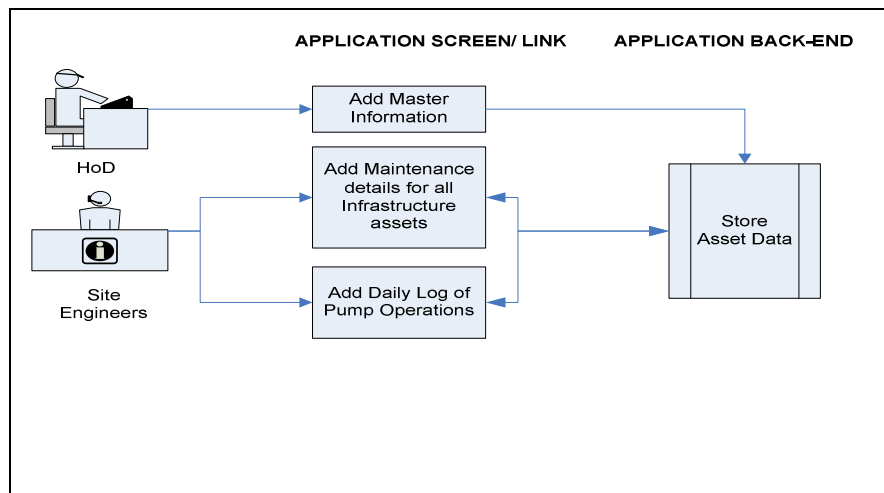
5. Infrastructure Management System

The scope of this module is to document all the business functions of the “Infrastructure Management System” module of the KUSP Application Software. Various features covered are Provision for codification of Roads, Pumps, Pipes, Drains, Reservoirs, Maintenance detail record, Daily log for pump operations and Reports for better understanding of issues in maintaining infrastructure

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

Site engineers can then add maintenance details for all the infrastructure assets captured in the system via the master screens.

Site engineers can also add daily log of pump operations.

Link with other modules



1. PT: Information like Borough, Ward, Localities must be available in the Property Tax Modules

2. MIS : Data captured through the module will be compiled into MIS reports at the central level.

Process Standardization

1) Asset numbers need to be assigned to individual infrastructure assets, including:

- a) Pumps
- b) Tubewells
- c) Water Pipes
- d) Hand Pumps
- e) Stand Post
- f) Street Light Pole Number
- g) Culverts
- h) Drains
- i) Sewerages
- j) Treatment Plant
- k) Road
- l) Additional Infrastructure Items

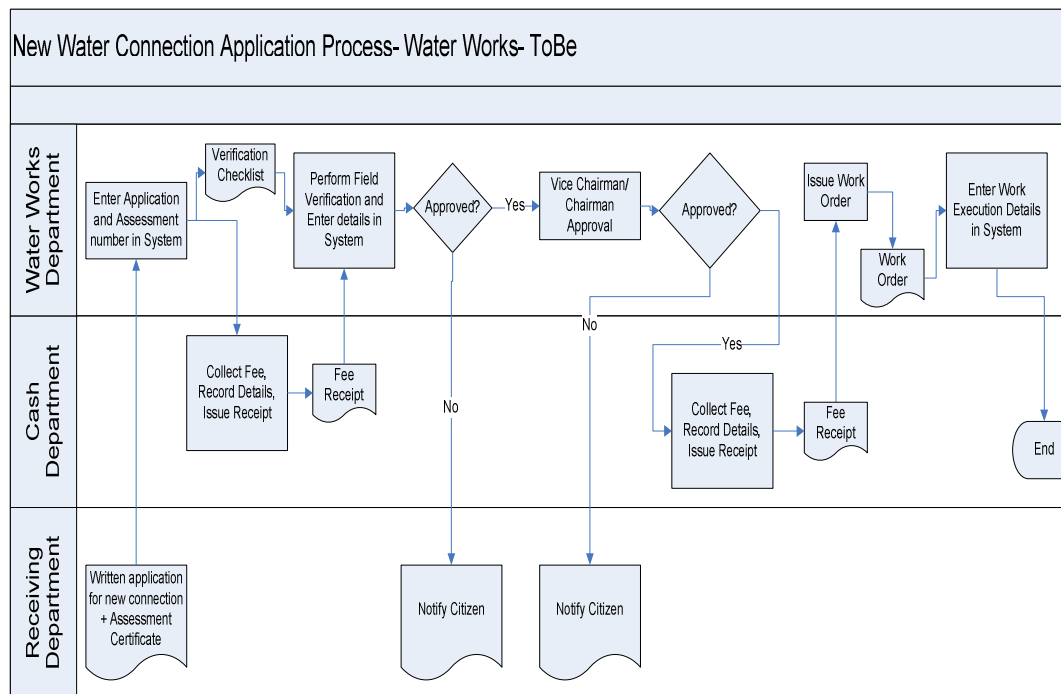
The codification rules should remain standard across ULBs.

6. Water Works Management System

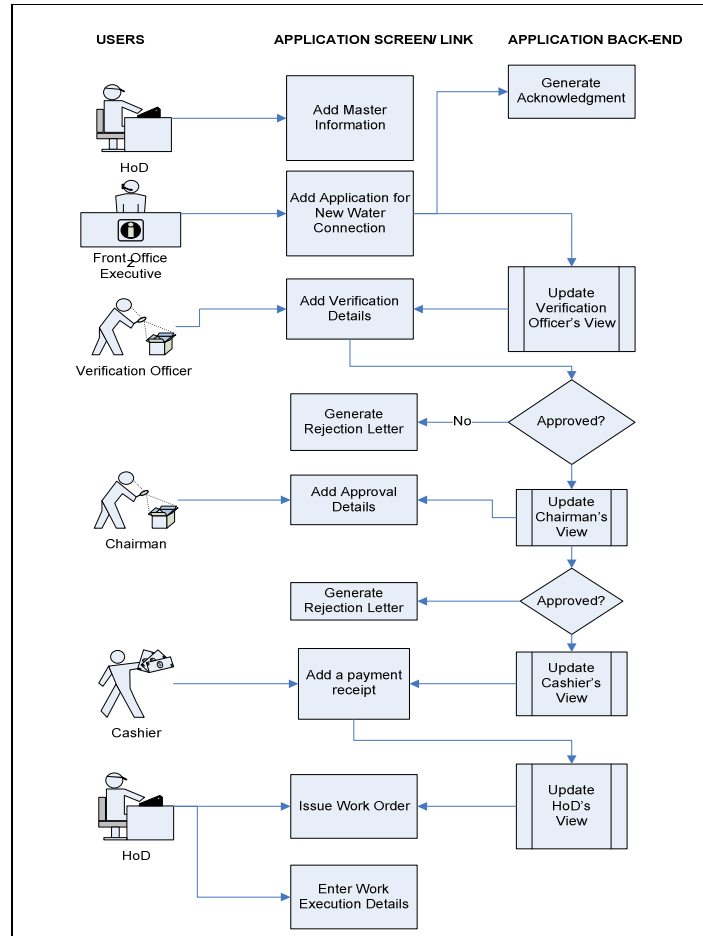
The objective of the water supply department is to provide uninterrupted water supply to the residents. Various features covered are Automates the calculation of water levy and generation of demand bill, Integration with the Assessment and collection department for cross checking docs and payment of property tax, Maintaining demand, collection and balance information differently for metered and non-metered connections, Maintaining disconnection information during a period, Exemption/Remission information which is given on monthly tax during a period, Automation of the complaint redressal process, Applicant can know the status of the applied process using web portal, Using web portal user can download application forms and apply for a Water Connection and DCB (Demand ,Collection, Balance) register details

a. New Water Connection

Process



Process Computerization



Technical - Process Computerization Explanation

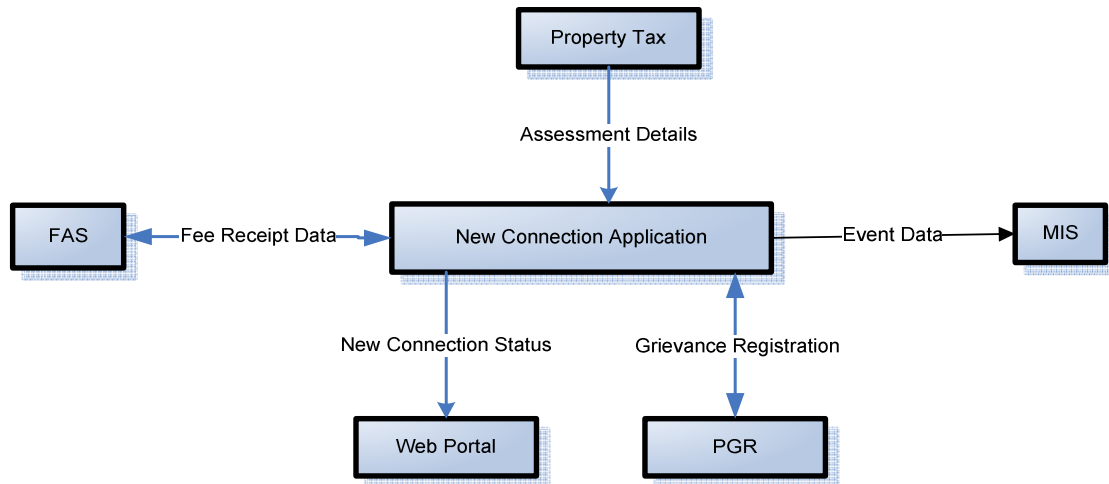
The head of department enters the master data in the system.

The front office executive enters the application (New connection Application form) for new water connection (received from the citizen). The system generates an acknowledgement (New connection Application Acknowledgement) on successful submission of the application.

The system updates the cashiers' tables with the information regarding this new application. The cashier will enter the payment details against this application. The system then updates the verification officer's view.

The verification officer can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system updates the cashier's tables. The cashier will enter the payment details against this application. The system then updates the verification HOD's view who the issues a work order. The HOD can then enter work execution details against the particular work order.

Links with other modules



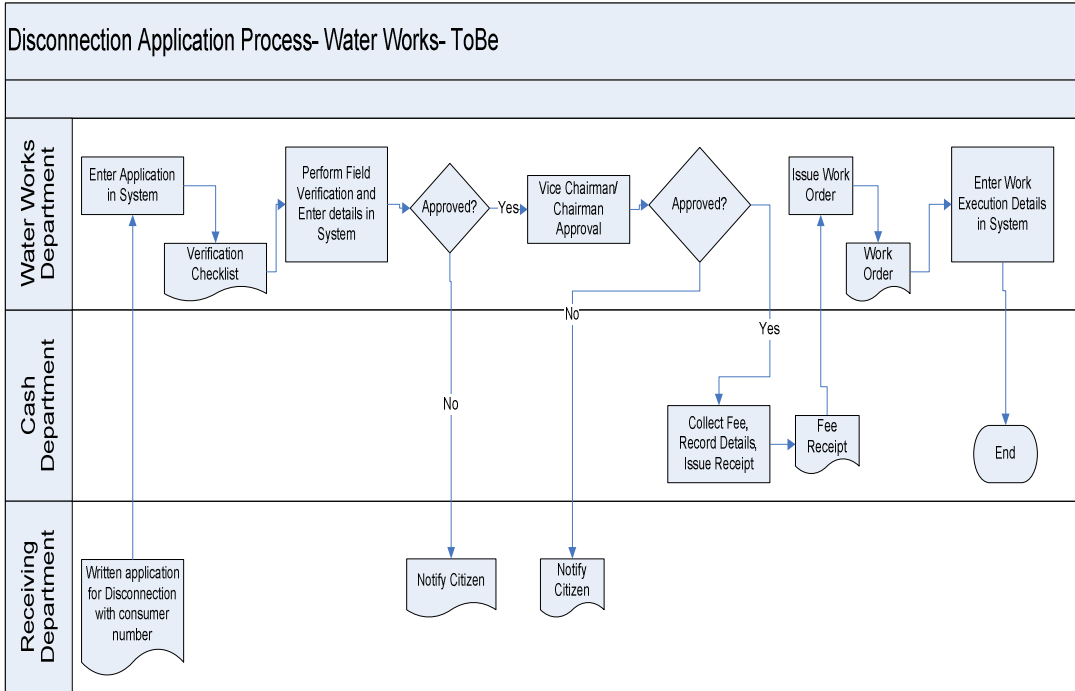
- 1) **FAS:** All payment receipts are entered through the payment screen in the Water Works module and these are updated in the FAS module.
- 2) **Property Tax:** Information like Borough, Ward, Localities must be available in the Property Tax Modules before hand. Also, the system will not allow a water application to be entered, if the property tax for the particular holding number has not been paid.
- 3) **Web Portal:** The application number generated will be made available in the web portal with latest status.
- 4) **MIS:** Data captured through the module will be compiled into MIS reports at the central level.
- 5) **PGR:** Citizen can post a grievance regarding his pending application for getting Water tap connection.

Process Standardization

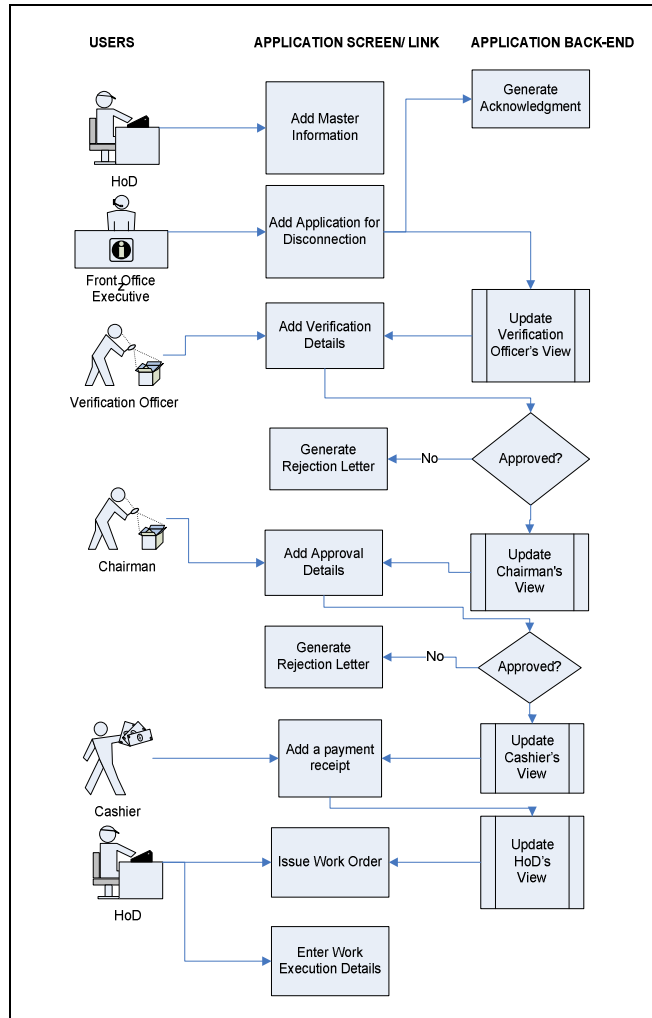
- 1) The citizens will have two application options: Normal and Tatkal. Depending on this a fee may be charged at the time of application submission. This is true across all ULBs, though each ULB may define their own rates.
- 2) Once the application is submitted, a verification checklist will be printed (New Connection Application Verification Checklist). The officer in charge of processing new water connections will manually distribute these checklists to the various members of field force on a regular basis.
- 3) Once the application is approved, it will go for further approval, after which another fee will be collected from the citizen.
- 4) In case, the application is rejected at any point in the process, a rejection notice will be generated from the system and served to the citizen.
- 5) Any fee once collected, will not be returned under any circumstance.

b. Disconnection of Water Connection

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

The front office executive enters the application for disconnection (received from the citizen) (Disconnection application Form). The system generates an acknowledgement (Disconnection Application Acknowledgement) on successful submission of the application. The system then updates the verification officer's view.

The verification officer can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system updates the chairman's tables.

The chairman can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system updates the cashier's tables.

The cashier will enter the payment details against this application. The system then updates the verification HoD's view who issues a work order. The HOD can then enter work execution details against the particular work order.

Process Standardization

1) The citizens will have two application options: Normal and Tatkal. Depending on this a fee may be charged at the time of application submission. This is true across all ULBs, though each ULB may define their own rates.

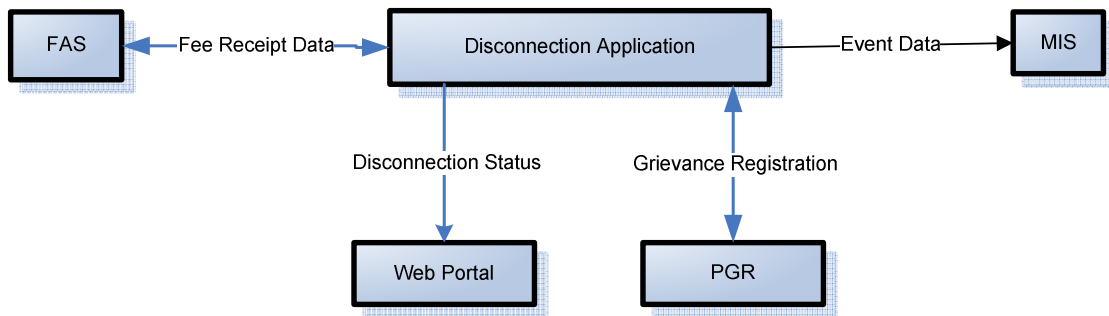
2) Once the application is submitted, a verification checklist (Disconnection Application Verification Checklist) will be printed. The officer in charge of disconnections will manually distribute these checklists to the various members of field force on a regular basis.

3) Once the application is approved, it will go for further approval, after which another fee will be collected from the citizen.

4) In case, the application is rejected at any point in the process, a rejection notice will be generated from the system and served to the citizen.

1) Any fee once collected, will not be returned under any circumstance.

Links with other modules



1. **FAS:** All payment receipts are entered through the payment screen in the Water Works module and these are updated in the FAS module.

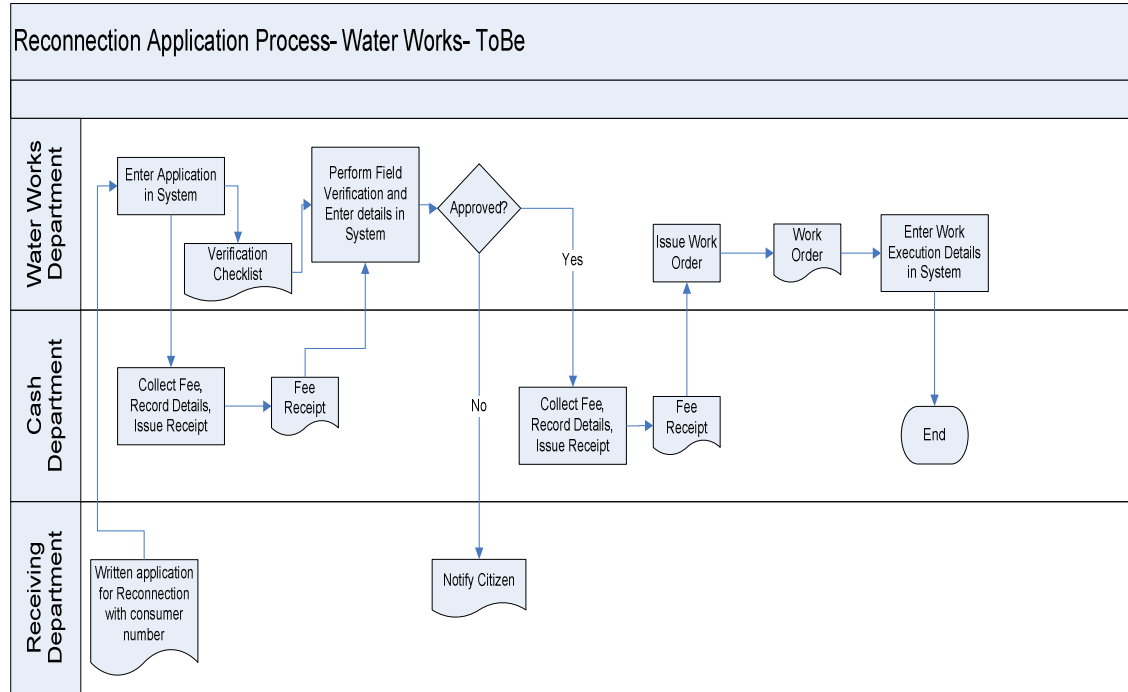
2. **CWP:** The application number generated will be made available in the web portal with latest status

3. **MIS:** Data captured through the module will be compiled into MIS reports at the central level.

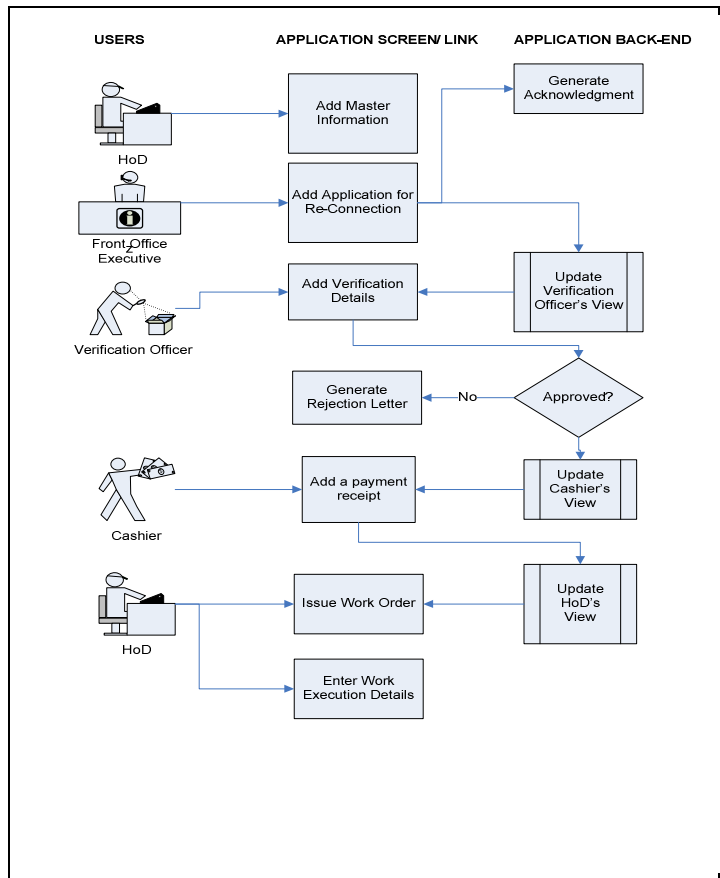
4. **PGR:** Citizen can post a grievance regarding his pending application for disconnection of Water tap.

c. Reconnection Application for Water Connection

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

The front office executive enters the application for reconnection (Application for Reconnection) (received from the citizen). The system generates an acknowledgement (Application for Reconnection Acknowledgement) on successful submission of the application. The system then updates the verification officer's view.

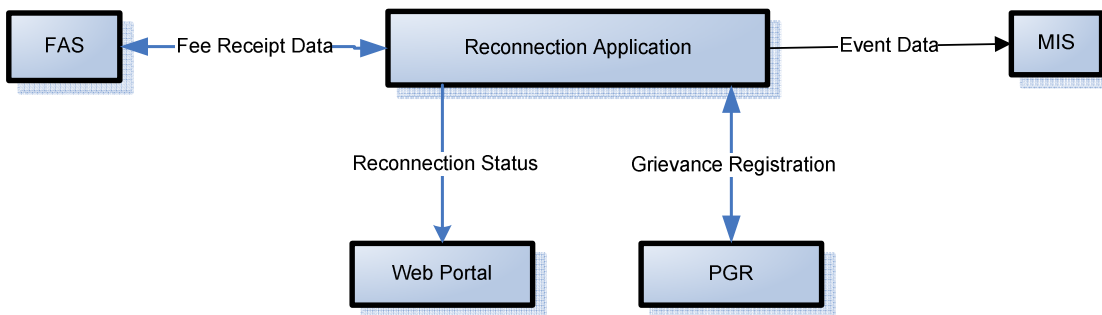
The verification officer can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system updates the cashier's tables.

The cashier will enter the payment details against this application. The system then updates the verification HoD's view who issues a work order. The HoD can then enter work execution details against the particular work order.

Process Standardization

- 1) The citizens will have two application options: Normal and Tatkal. Depending on this a fee may be charged at the time of application submission. This is true across all ULBs, though each ULB may define their own rates.
- 2) Once the application is submitted, a verification checklist will be printed. The officer in charge of re-connections will manually distribute these checklists to the various members of field force on a regular basis.
- 3) Once the application is approved, another fee will be collected from the citizen.
- 4) In case, the application is rejected; a rejection notice will be generated from the system and served to the citizen.
- 5) Any fee once collected, will not be returned under any circumstance.

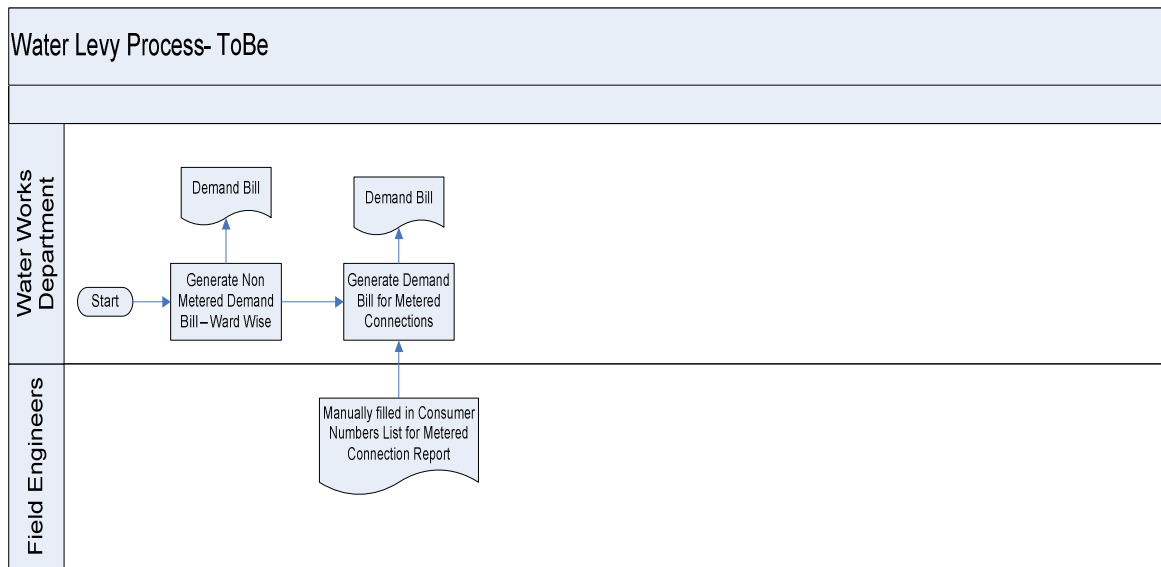
Links with other modules



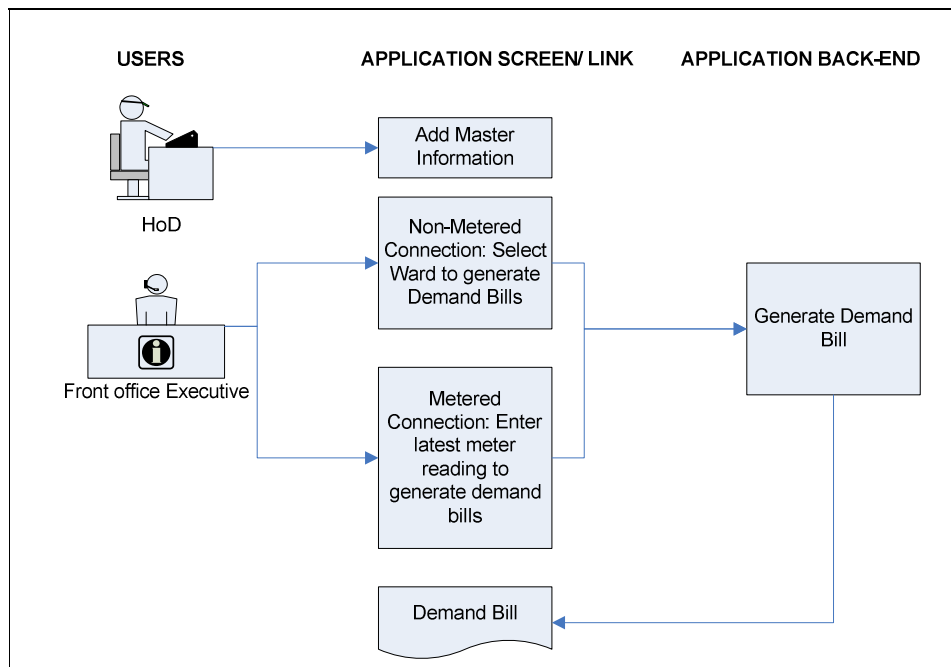
1. **FAS:** All payment receipts are entered through the payment screen in the Water Works module and these are updated in the FAS module.
2. **MIS:** Data captured through the module will be compiled into MIS reports at the central level.
3. **CWP:** The application number generated will be made available in the web portal with latest status
4. **PGR:** Citizen can post a grievance regarding his pending application for getting reconnection of water tap.

d. Water Levy

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

The front office executive chooses non-metered connection option and can generate printable demand bills (Demand bill Generation for Non Metered) based on Wards.

The front office executive can choose metered connection option and capture the latest meter reading for a particular consumer number. The system will then generate a printable demand bill (Demand Bill Generation Metered) for this consumer number.

Process Standardization

- 1) The Front office executive must generate non-metered connection demand bills for all Wards under the ULB.
- 2) The front office executive must enter the latest meter reading from the filled up form (Consumer Numbers List for Metered Report) to generate the demand bill for the same.

Links with other modules



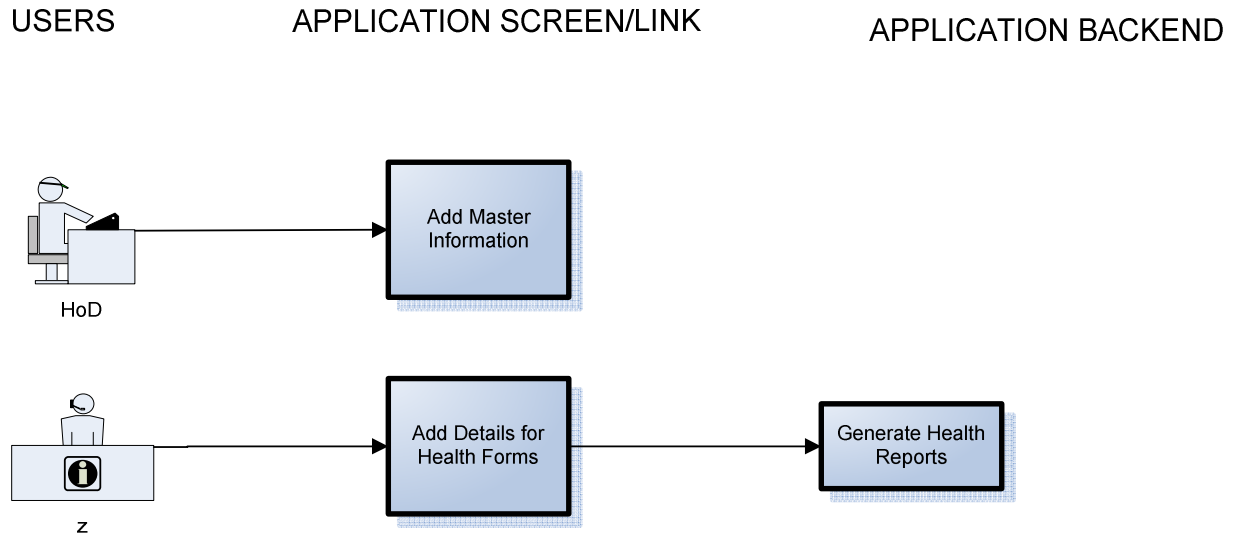
1. **FAS:** All payment receipts are entered through the payment screen in the Water Works module and these are updated in the FAS module.
2. **MIS:** Data captured through the module will be compiled into MIS reports at the central level.

7. Health System

Process

Form A, Form B, Form C and Form D are used to capture information at Field level, Ward Level, Municipal level and Ministry level. Instead of collecting the information manually in the different forms all the information is captured in the application

Process Computerization

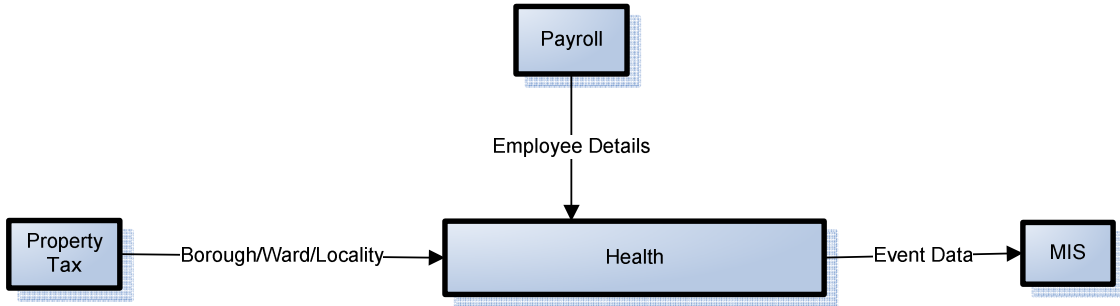


Technical - Process Computerization *Explanation*

The head of department enters the master data in the system.

The HHW enters the Form A, Form B, Form C and Form D details.

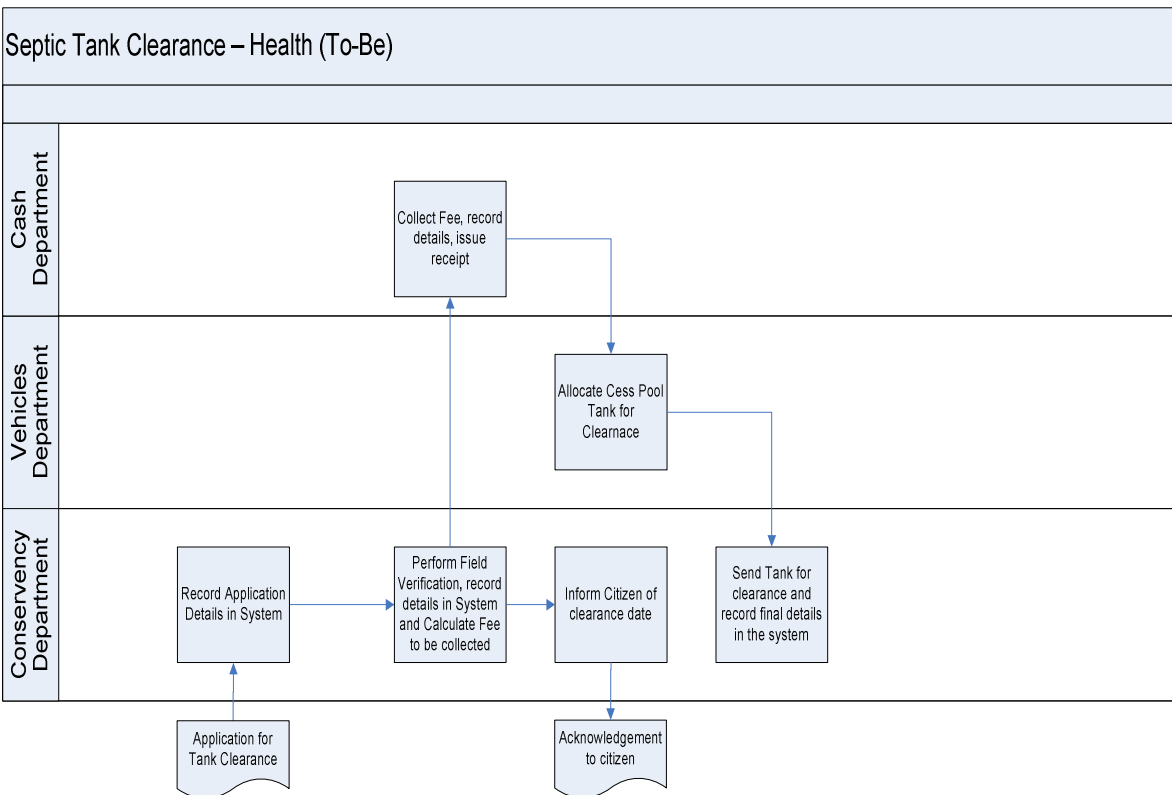
Links with Other Modules



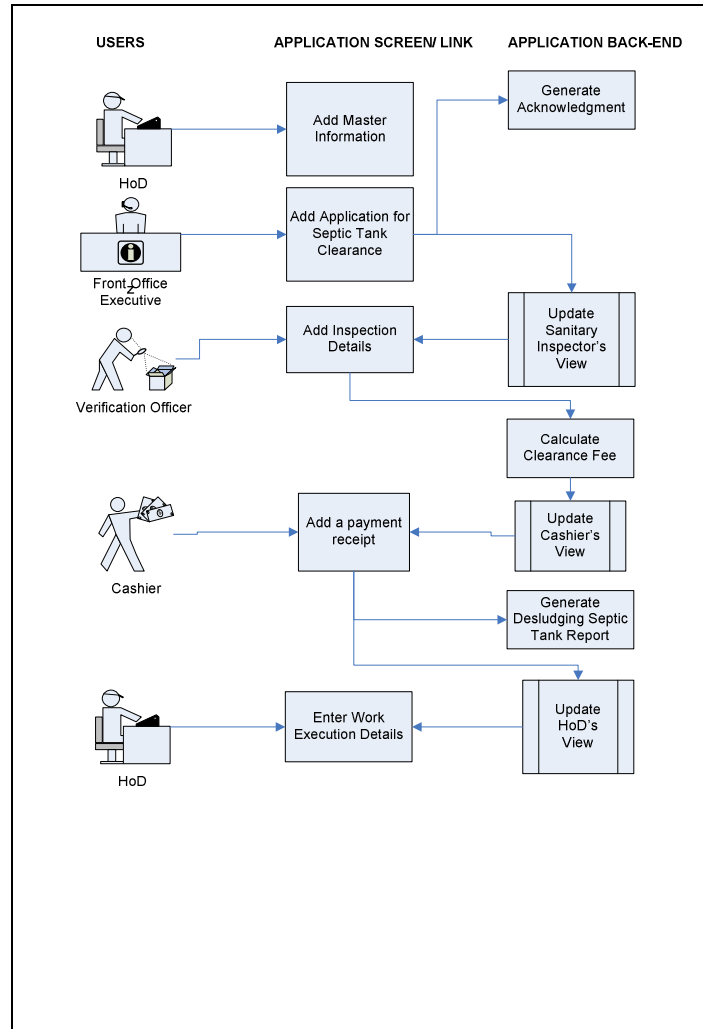
1. **Payroll:** Information like Employee Details must be available in the Payroll Modules
2. **PT:** Information like Borough, Ward, Localities must be available in the Property Tax Modules
3. **MIS:** Data captured through the module will be compiled into MIS reports at the central level.

b. Septic Tank Clearance Process

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

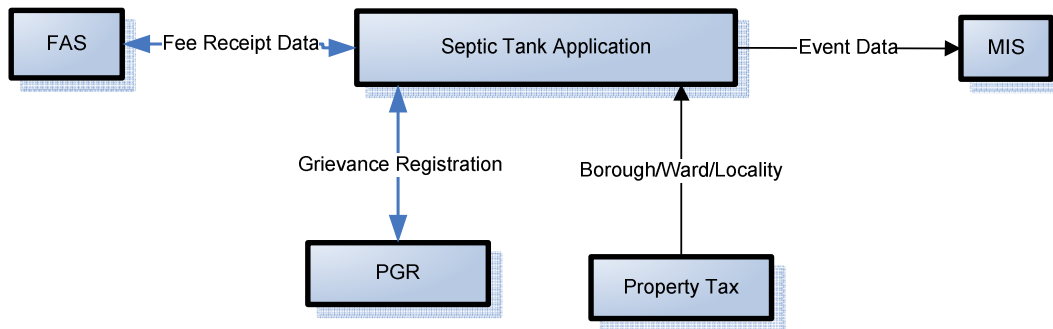
The front office executive enters the application (Application for Desludging Septic Tank) for septic tank clearance (received from the citizen). The system generates an acknowledgement (Application for Desludging Septic Tank - Acknowledgement) on successful submission of the application.

The system then updates the verification officer's view.

The verification officer can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system updates the cashier's tables. The cashier will enter the payment details against this application.

The system then updates the HoD's view who can generate the desludging septic tank report as well as execution details against a particular application.

Links with other modules

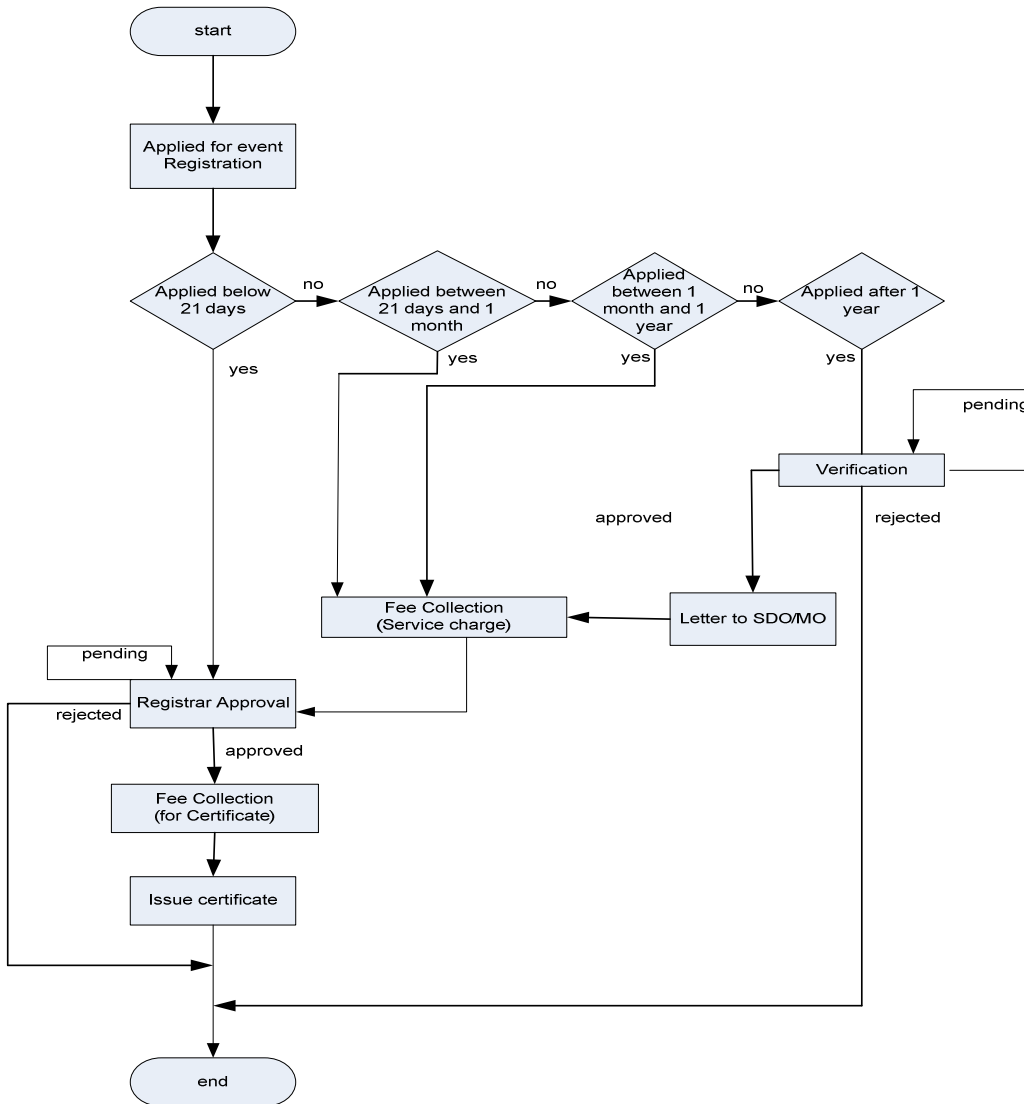


1. **FAS:** All payment receipts are entered through the payment screen in the Health System module and these are updated in the FAS module.
2. **PGR:** Citizen can post a grievance regarding his pending application for cleaning to his septic tank.
3. **MIS:** Data captured through the module will be compiled into MIS reports at the central level.
4. **PT:** Information like Borough, Ward, Localities must be available in the Property Tax Modules

8. Birth and Death

The scope of this module is to document all the business functions of the “Birth and Death” module of the KUSP Application Software. Various features covered are Automate the process of issuing birth/death/cremation certificates as well as the registration process, Direct linkage with the accounts and cash department for accruing collections which will reduce the manual process, Automation of the complaint redressal process, Applicant can know the status of the applied certificate using web portal, User can download the application forms using web portal and Provision for name inclusion of child

a. Issue of Birth Certificate Process



The front office executive enters the application for Birth/ Still Birth (received from the citizen). The system generates an acknowledgement (Birth Application - Acknowledgement) on successful submission of the application For Birth Registration there are two events.

- Institutional Event.

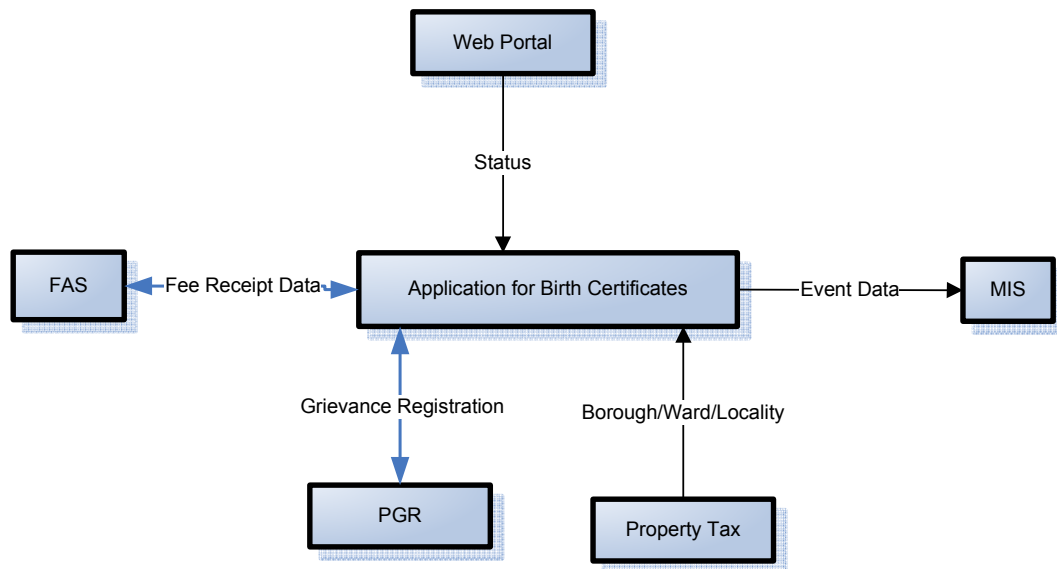
If Birth occurred is Institutional, Verification is mandatory when event come to notice after 365 days. If the Birth is registered within 21 days of Date of Birth, application directly goes to the Registrar Verification. If the Birth is registered between 22 and 365 days of Date of Birth, Late Fee will be charged. If the Birth is registered is after 365 days from Date of Birth, Late Fee will be charged. After paying the Late Fee, Authorized person will go for verification and if founds correct then he will approve

and issue a letter to Sub Divisional Officer/MO. The application goes to the Registrar Verification during verification, if it is found that event has not occurred, the application will be rejected.

- **Non-Institutional Event.**

If Birth Occurred is Non-Institutional, then verification is mandatory. If the Birth is registered within 21 days of Date of Birth, application directly goes to the Registrar Verification. If the Birth is registered between 22 and 365 days of Date of Birth, Late Fee will be charged. If the Birth is registered is after 365 days from Date of Birth, Late Fee will be charged. After paying the Late Fee, Authorized person will go for verification and if founds correct then he will approve and issue a letter to Sub Divisional Officer/MO. The application goes to the Registrar Verification during verification, if it is found that event has not occurred, the application will be rejected.

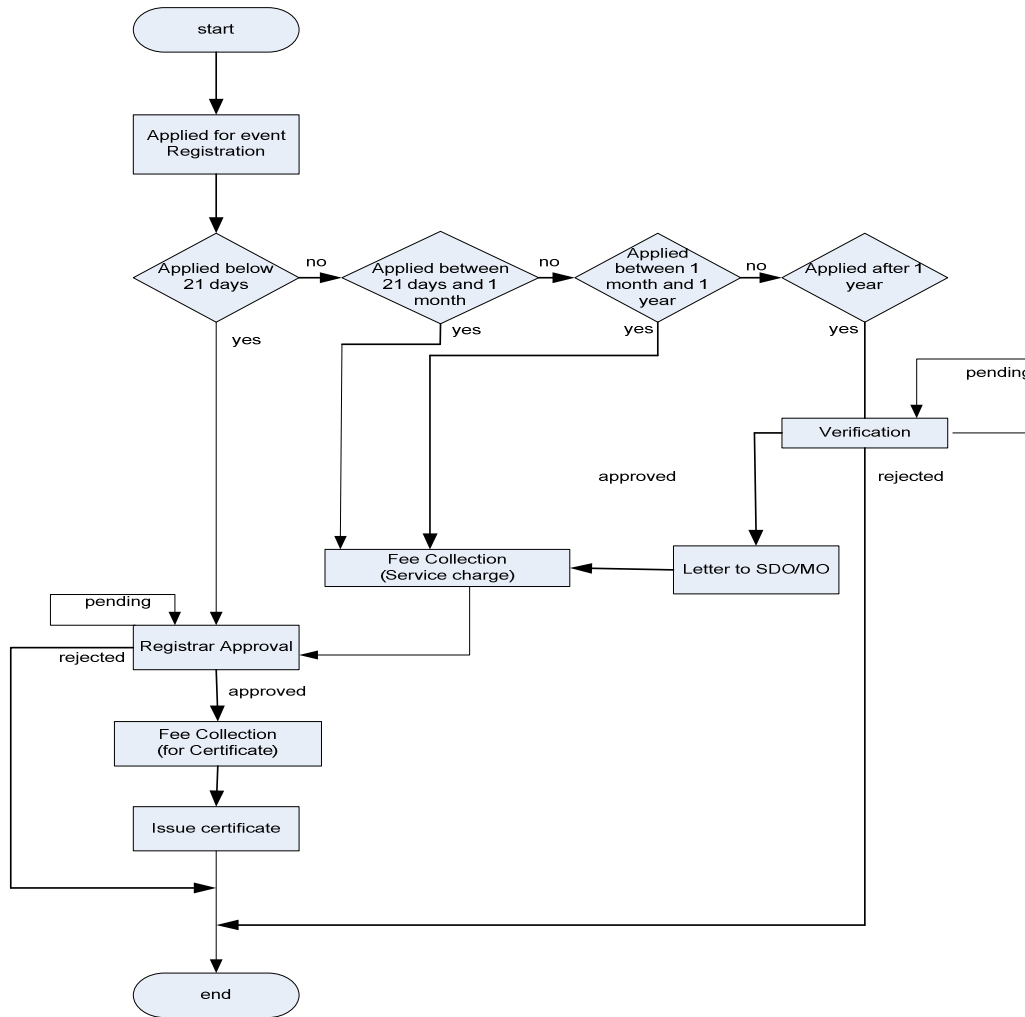
Links with other modules



- 1) **FAS:** All payment receipts are entered through the payment screen in the Birth and Death module and these are updated in the FAS module.
- 2) **Web Portal:** The application number generated will be made available in the web portal with latest status.
- 3) **MIS:** Data captured through the module will be compiled into MIS reports at the central level.
- 4) **PGR:** Citizen can post a grievance regarding his pending application for getting Birth Certificate.
- 5) **PT:** Information like Borough, Ward, Localities must be available in the Property Tax Modules

b. Issue of Death Certificate Process

Process



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

The front office executive enters the application for Death certificate (Death Application – Form) (received from the citizen). The system generates an acknowledgement (Death Application - Acknowledgement) on successful submission of the application. If the difference in the date of death and date of application is less than 21 days then the system, updates the registrar’s view. If the difference is less than 1 year then it populates the cashier’s view. If the difference is greater than one year then the verification officer’s view is updated.

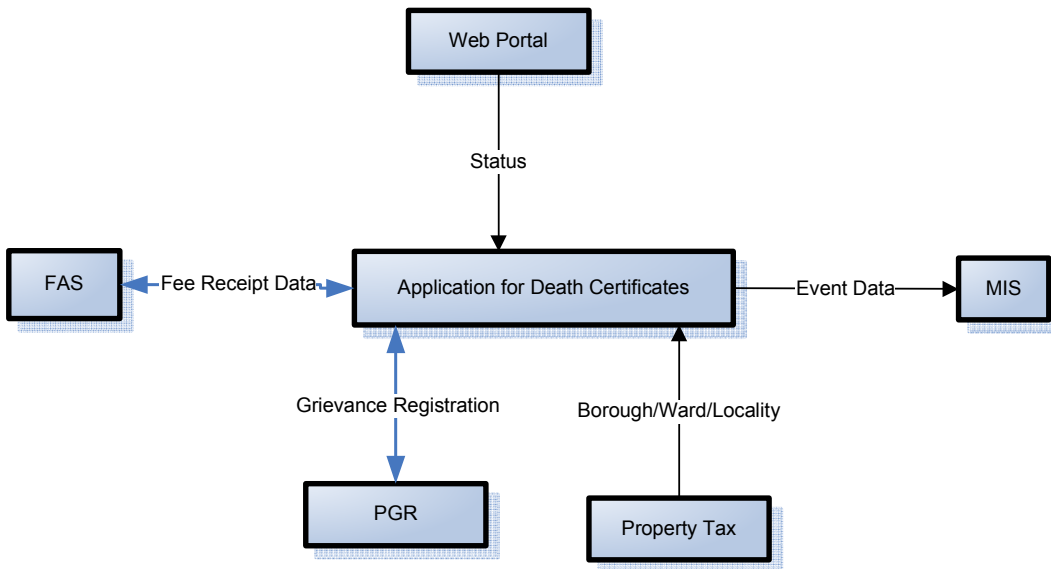
The verification officer/ registrar can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system updates the cashier’s tables. The cashier will enter the payment details against this application.

The registrar finally issues the (Issue of Death Certificate) certificate.

Process Standardization

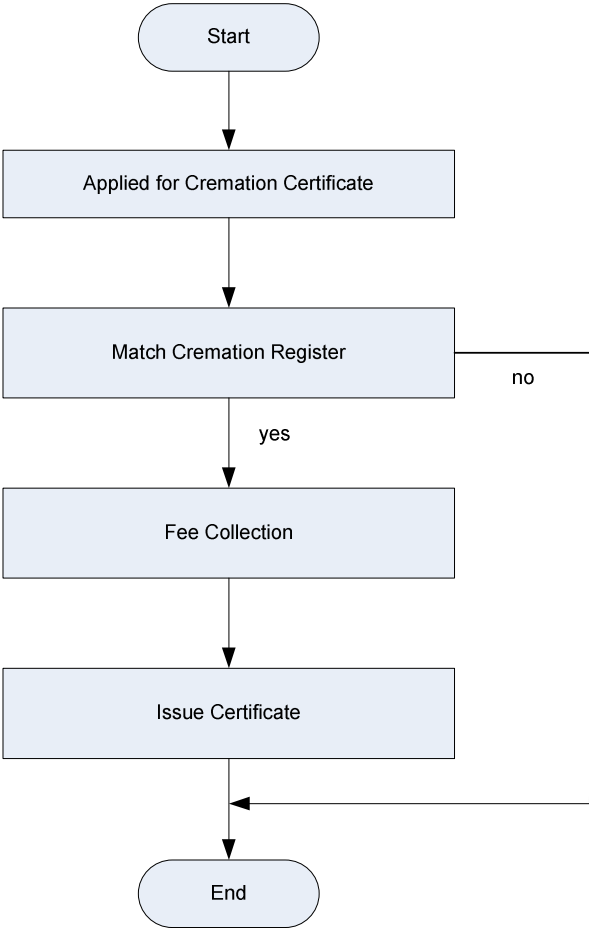
- 1) At the time of Application registration, the number of certificates needed by the citizen is required.
- 2) If the application status is “rejected”/ “pending” at any stage, then the Verification officer / Registrar’s office will print and issue a letter stating the same.
- 3) The citizen can get the latest information about his/ her application by either quoting the application number given as part of the registration application to the Front office executive or on the web through the city web portal.
- 4) Detail for all hospitals in the ULB must capture:
 - a. Mandatory:
 - i. Hospital Name
 - ii. Registration No.
 - iii. Hospital type
 - iv. Address
- 5) All certificates will be issued by the registrar’s office, post necessary payments.

Links with other modules



- 1) **FAS:** All payment receipts are entered through the payment screen in the Birth and Death module and these are updated in the FAS module.
- 2) **Web Portal:** The application number generated will be made available in the web portal with latest status.
- 3) **MIS:** Data captured through the module will be compiled into MIS reports at the central level.
- 4) **PGR:** Citizen can post a grievance regarding his pending application for getting Death Certificate.
- 5) **PT:** Information like Borough, Ward, Localities must be available in the Property Tax Modules

c. Issue of Cremation Certificate Process



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

The front office executive enters the application (Cremation Application - Application) for cremation certificate (received from the citizen). The system generates an acknowledgement on successful submission of the application. The system then updates the verification officer's view.

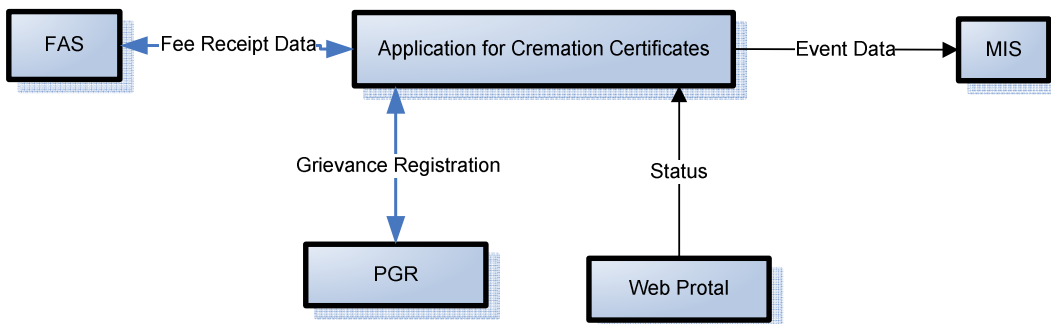
The verification officer can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system updates the cashier's tables. The cashier will enter the payment details against this application. The system then updates the registrar's view.

The registrar finally issues the (Issue of Certificate - Cremation) certificate.

Process Standardization

- 1) At the time of Application registration, the number of certificates needed by the citizen is required.
- 2) If the application status is "rejected"/ "pending" at any stage, then the Verification officer's office will print and issue a letter stating the same.
- 3) The citizen can get the latest information about his/ her application by either quoting the application number given as part of the registration application to the Front office executive or on the web through the city web portal.
- 4) Detail for all hospitals in the ULB must capture:
 - b. Mandatory:
 - i. Hospital Name
 - ii. Registration No.
 - iii. Hospital type
 - iv. Address
- 5) All certificates will be issued by the registrar's office, post necessary payments.

Links with other modules



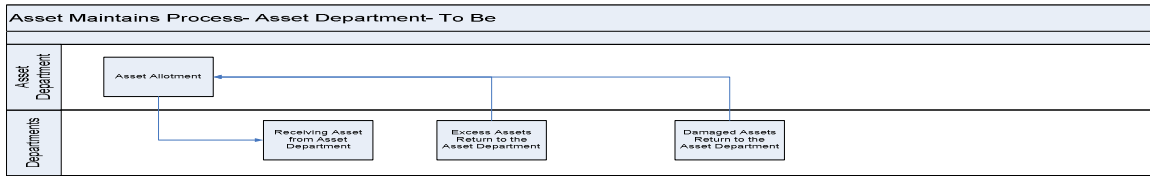
- 1) **FAS:** All payment receipts are entered through the payment screen in the Birth and Death module and these are updated in the FAS module.
- 2) **Web Portal:** The application number generated will be made available in the web portal with latest status.
- 3) **MIS:** Data captured through the module will be compiled into MIS reports at the central level.
- 4) **PGR:** Citizen can post a grievance regarding his pending application for getting Cremation Certificate.

9. ULB Infrastructure

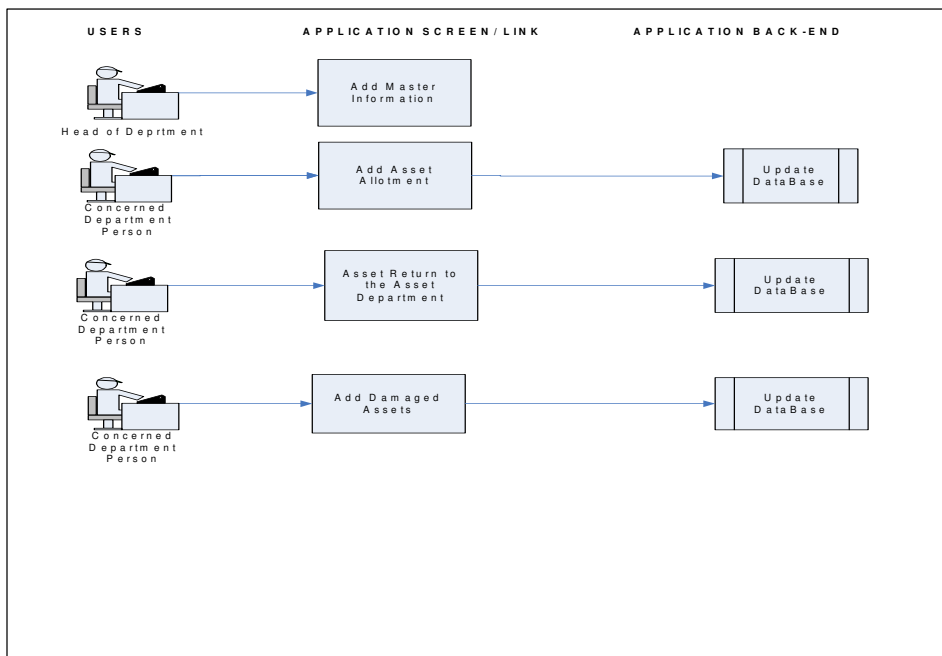
The purpose of this module is to document all the business functions of the "ULB Infra Structure" module of the KUSP Application Software. Various features covered are Provision to capture and modify all assets, Tagging each asset to a building/ location/ department, Asset Maintenance Details Capture, Store Management Grouping assets, Supplier details, Requisition/ temporary requisition to stores, Receipts of delivery/ return, Record room inward/ outward/ return details and Vehicle movement, maintenance and repairs

a. Assets

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system. Concerned department personnel can add asset allotment details in the system. They can then capture return of these assets to the department including damaged assets.

Process Standardization

1) Details captured for all Assets must include:

a. Mandatory:

- I. Asset Name
- II. Asset Identification No
- III. Asset Purchased Date
- IV. Asset Purchased Value
- V. Asset Present Value
- VI. As On Date

2) The Asset Department Allot the Asset to the particular Department, Details captured for Asset Allotment must include:

a. Mandatory:

- I. Asset Name
- II. Asset Identification No
- III. Department
- IV. Building/Place Name
- V. Asset Location Name
- VI. Asset Issue Ref No

3) Any Department Returns any Asset to the Asset Department, Details captured for Asset Return must include:

a. Mandatory:

- I. Asset Issue Ref No
- II. Asset Return Ref No

4) Any Department return damaged assets to the asset Department, Details captured for Asset Damages must include;

a. Mandatory:

- I. Asset Issue Ref No
- II. Council Approval Date

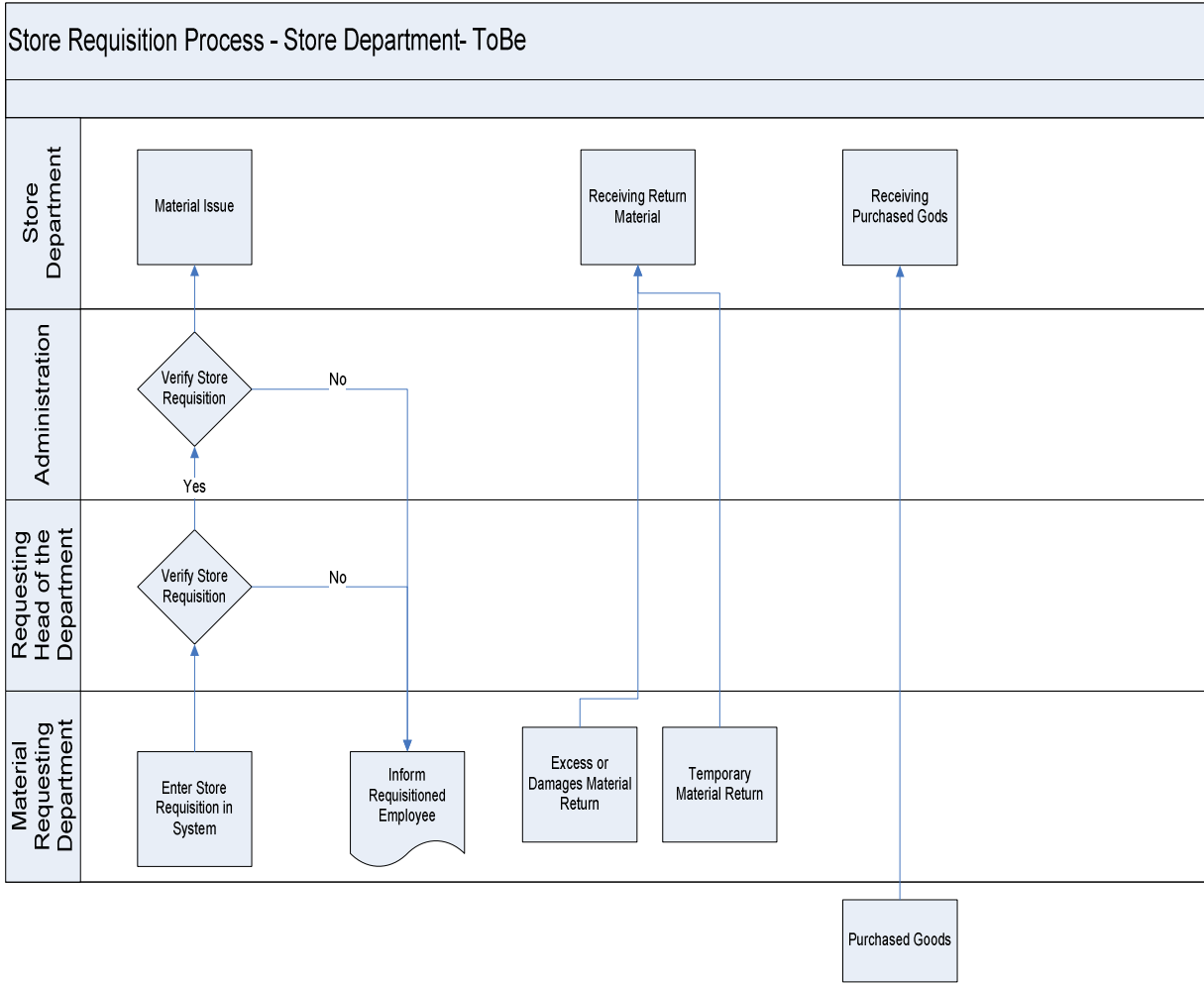
Link with Other Modules



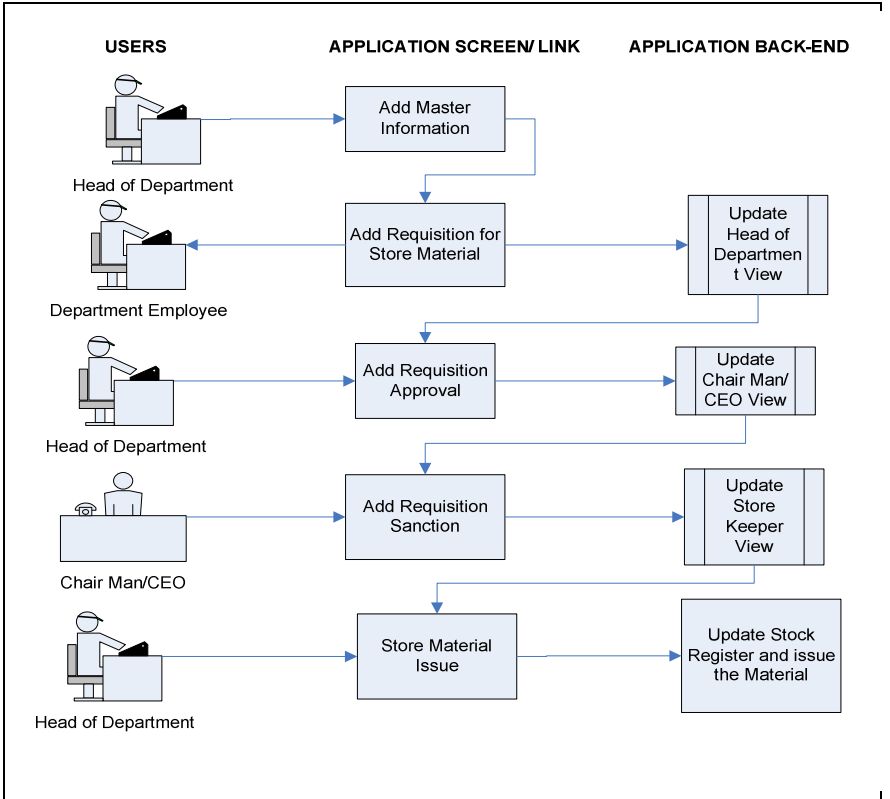
1. **Payroll:** Information like Departments must be available in the Payroll Modules
2. **MIS:** Data captured through the module will be compiled into MIS reports at the central level.

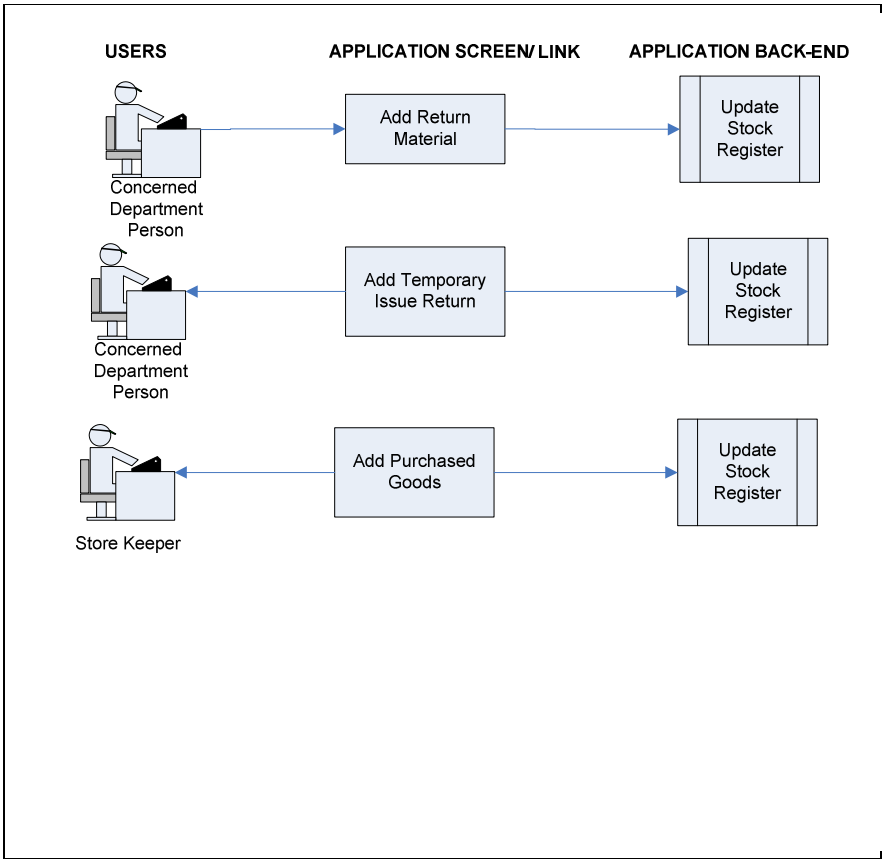
b. Stores

Process



Process Computerization



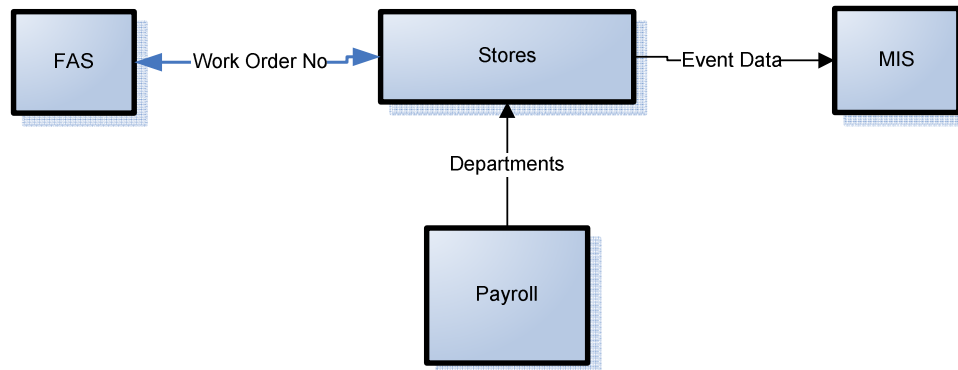


Technical - Process Computerization Explanation

The head of department enters the master data in the system.

Any department employee can raise a requisition for store material. The head of department can then either approve or reject the requisition. In case of approval, the request is forwarded to the chairman, who can again approve or reject the application. If approved, the store manager can then issue the material against the application.

Link with Other Modules



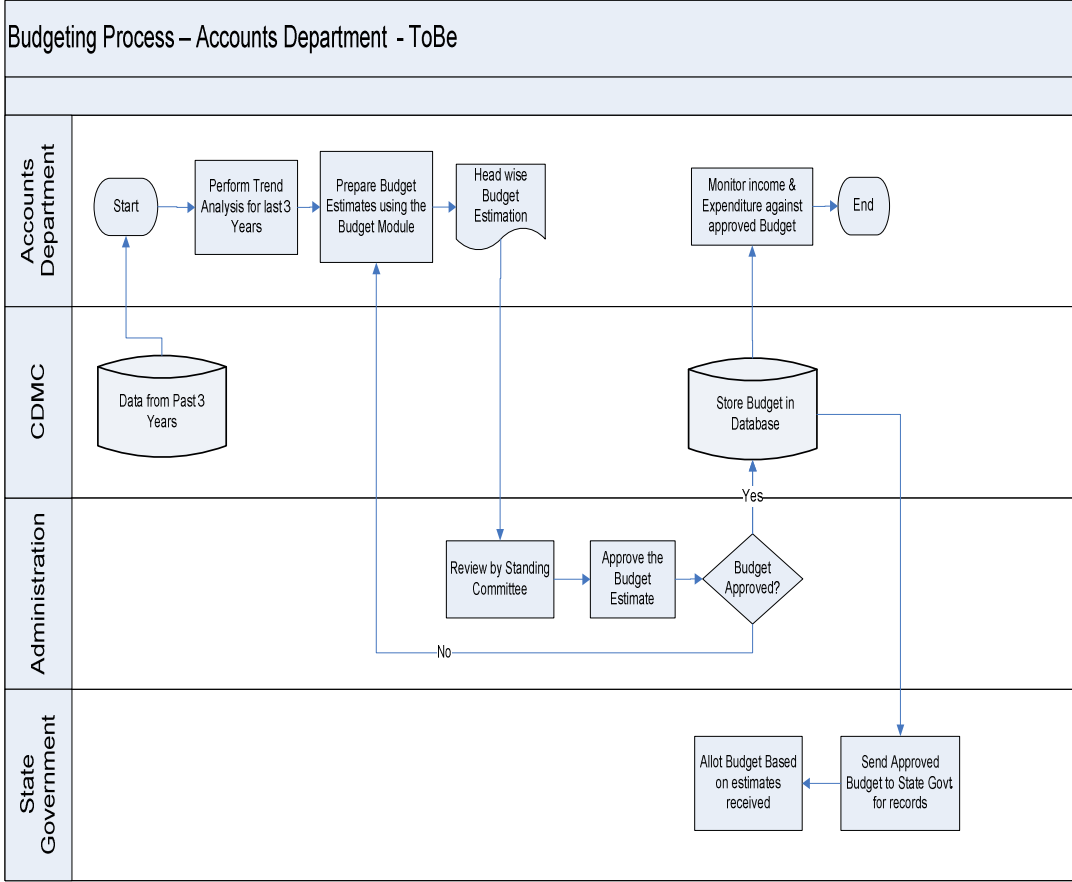
1. **FAS:** All payments are entered in the ULB Infrastructure module and these are updated in the FAS module.
2. **MIS:** Data captured through the module will be compiled into MIS reports at the central level.
3. **Payroll:** Information Departments must be available in the Property Tax Modules

10. Financial Accounting System

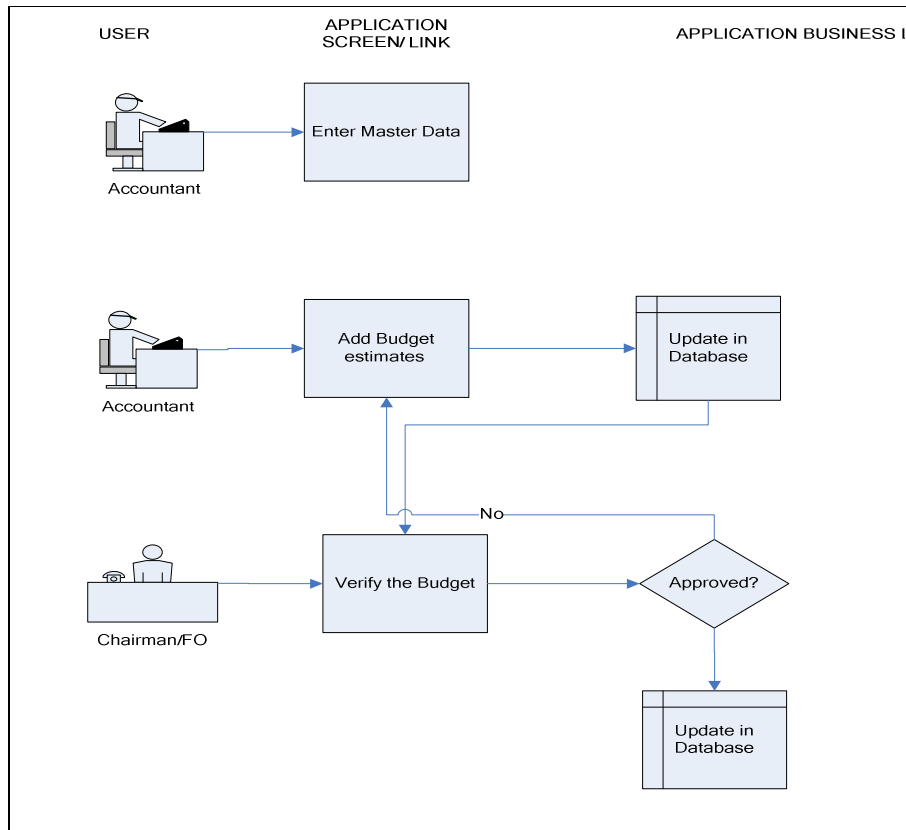
The scope of the FAS module is to understand exactly the present functionalities of the Financial Accounting System, the future requirements and enhancements that would be carried out in order to streamline the process. Features provided by Financial Accounting System are Accrual based double entry accounting, Chart of Accounts, Integration with other e-governance application modules, Cashier/Accountant transactions, Grants/ investments data capture, Unutilized grants/ deposits, Utilization certificate, Refund of grants and deposits, Budget allocation and re-appropriation of budget, Bank/treasury payments and receipts, Deposit work details like Zilla Parishad, Security Deposits/ Earnest Money, Grants against Fixed Assets, Capital Works in Progress, Employee Details, Service book of each employee, Loans and advances to employees, Maintenance of PF details of employees, Maintaining earnings and deductions like HRA, DA, DP, Pita, PF etc, Maintaining promotions and increments of employees, Attendance and maintenance of leaves, Pay Slip generation, Employee Certificate, Maintaining Termination/ suspension details of employees

a. Budgeting Process

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

The accountant can add budget estimates which will be approved/ rejected by the Chairman or finance officer. If rejected, the accountant can re-enter the budget estimates. If approved, the same is saved in the application database.

Process Standardization

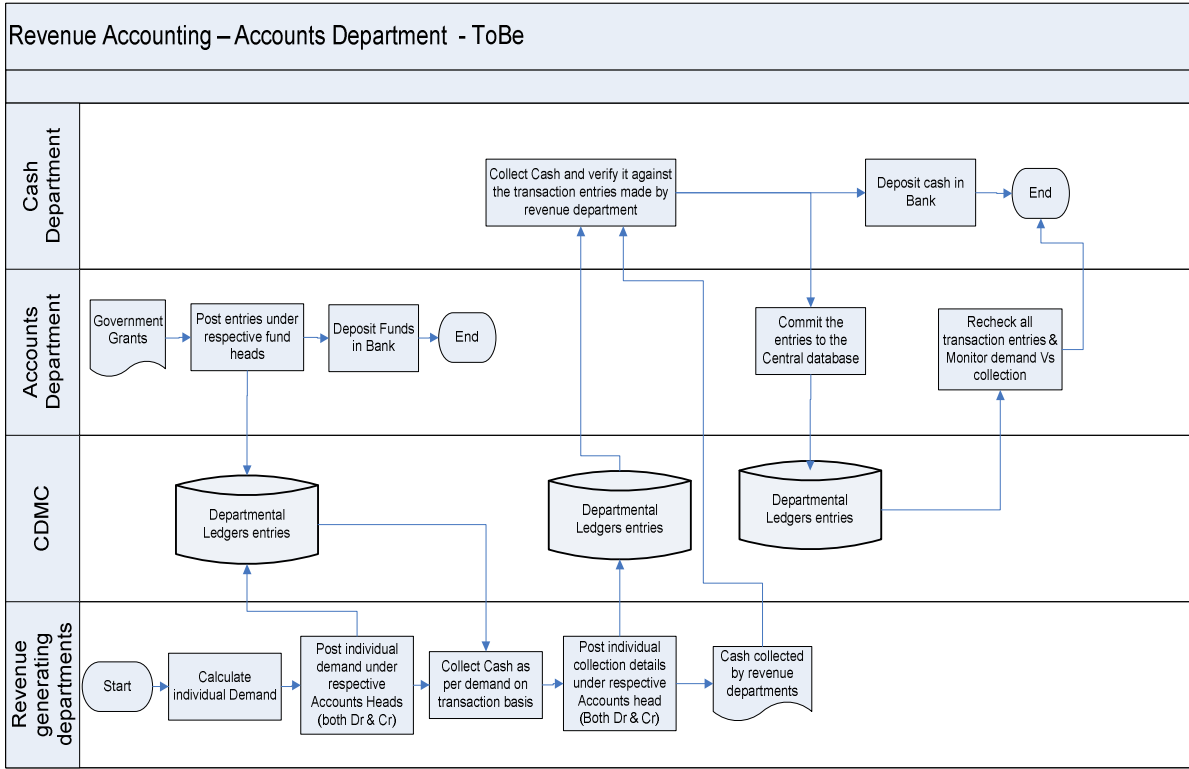
- 1) Using last three Budgets, the accountant estimate Budget.
- 2) The Chairman/FO must verify the budget and approval the budget
- 3) Detail for all Budget Process in the ULB must capture:
 - a. Mandatory:
 - I. Account Heads
 - II. Functions
 - III. Slum/Non Slum/General

Link with Other Modules

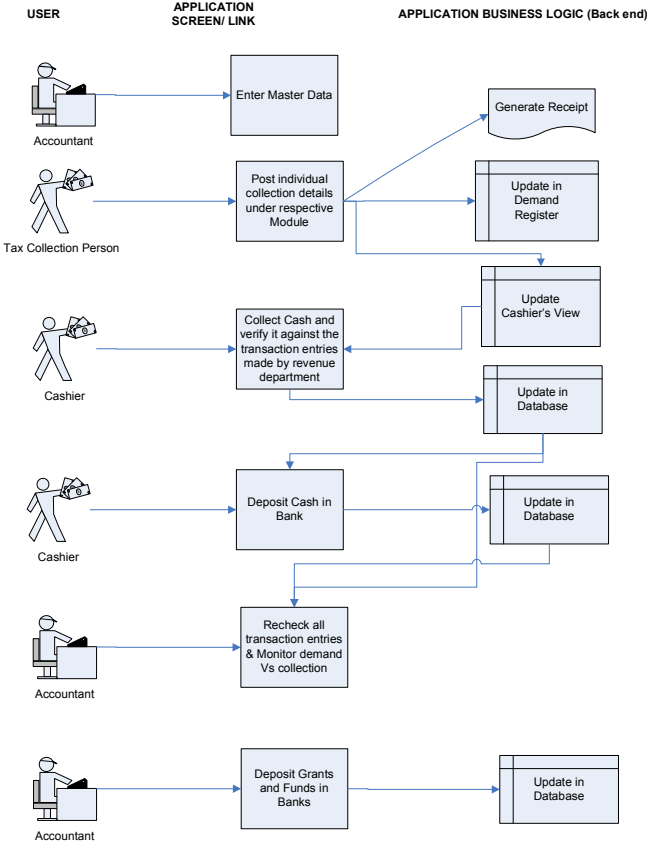
There is no link with other modules for this process

b. Revenue Accounting

Process



Process Computerization

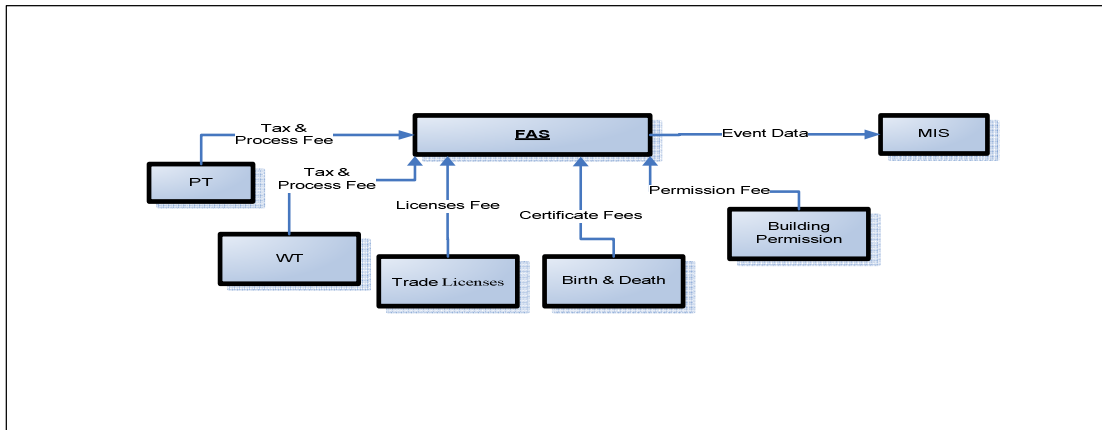


Technical - Process Computerization Explanation

The accountant enters the master data in the system.

The tax collection persons can post individual collection details under respective modules of the system. The same is updated in the cashier's view. The cashier collects the cash and verifies the same against the transaction entries made by the revenue department. The cashier then enters the cash deposited in banks into the system. The accountant then rechecks all the transaction entries and monitors demand vs. collection. The account then captures details of deposit grants and funds in banks.

Links with other modules



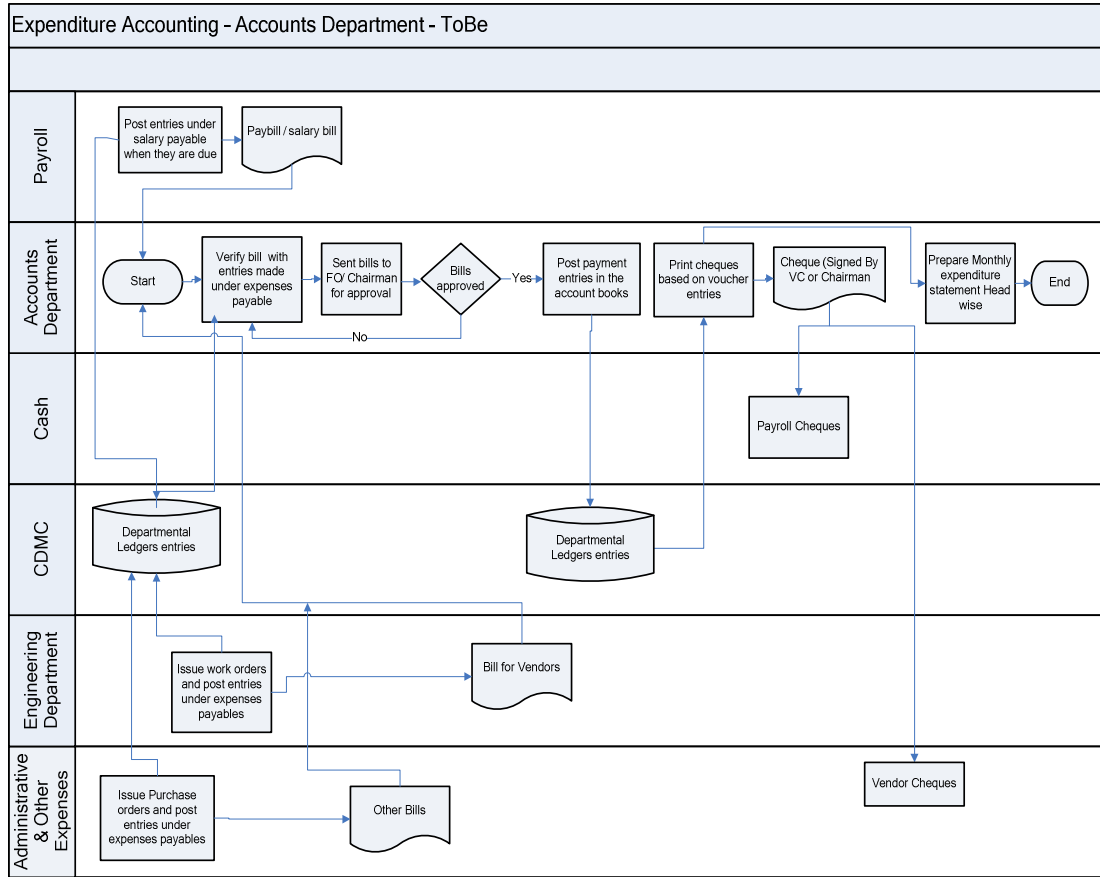
- 1) **PT:** All payment receipts are entered through the payment screen in the PT module and these are updated in the FAS module.
- 2) **WT:** All payment receipts are entered through the payment screen in the WT module and these are updated in the FAS module.
- 3) **Trade Licenses:** All payment receipts are entered through the payment screen in the TL module and these are updated in the FAS module.
- 4) **Birth & Death:** All payment receipts are entered through the payment screen in the BD module and these are updated in the FAS module.
- 5) **Building Permission:** Fee collected through Building Permission module will be updated in the FAS module.
- 6) **MIS:** Data captured through the module will be compiled into MIS reports at the central level.

Process Standardization

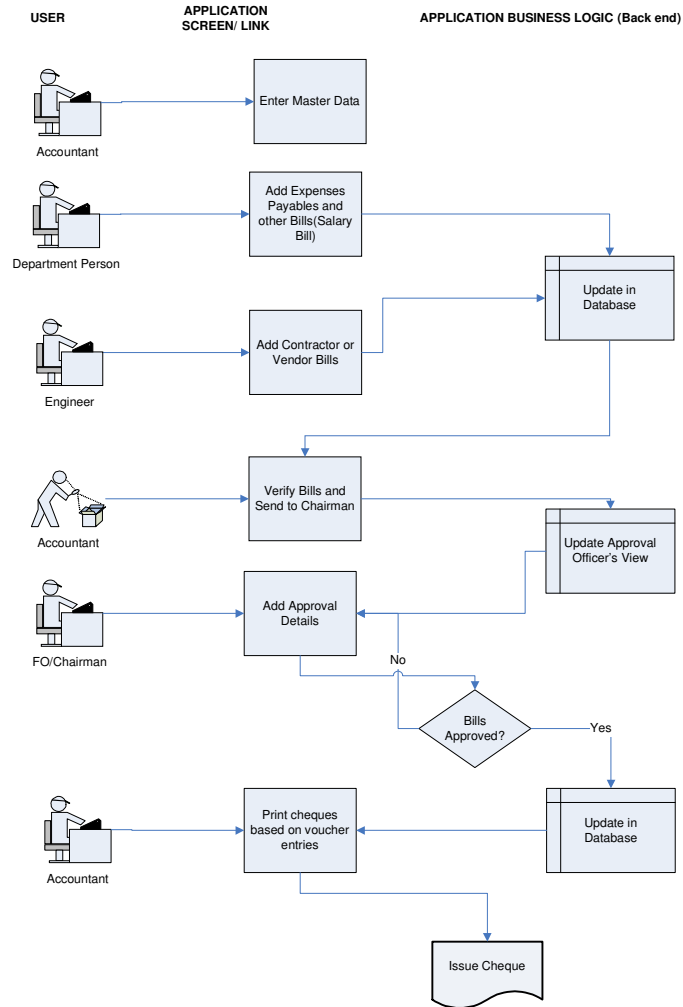
- 1) The Revenue Department must generate Demand and collect the cash as per demand.
- 2) The Demand and Collection must be posted to respective Heads.
- 3) Cash department checks the collected cash and verifies it against the transaction entries made by the revenue department.
- 4) Accounts Department checks the transactions and Demand Vs Collection.
- 5) Detail for Revenue accounting in the ULB must capture:
 - a. Mandatory:
 - I. Module Code & Name
 - II. Purpose Code & Name
 - III. Sub Purpose Code & Name
 - IV. Account Heads

c. Expenditure Accounting and Vendor Payments

Process



Process Computerization



Technical - Process Computerization Explanation

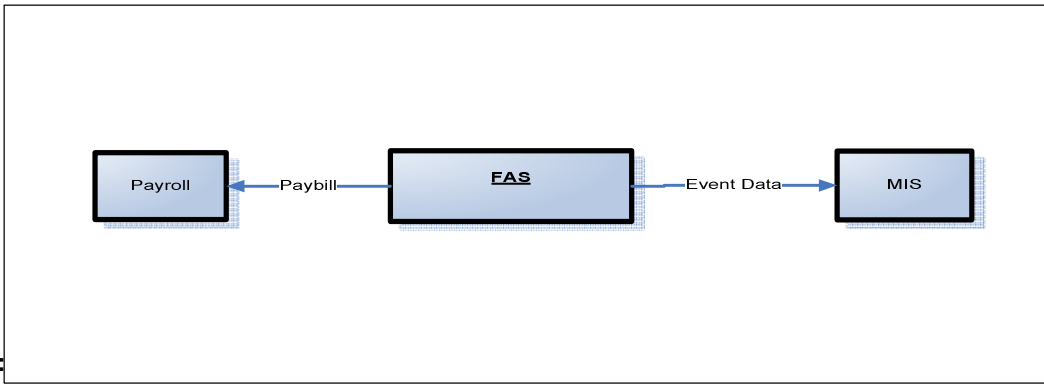
The accountant enters the master data in the system.

The concerned department person enters details of expenses payables and other bill (salary bill) into the system.

Engineers can also add bidder/vendor bills.

The account verifies the bills and forwards to the chairman/ FO. If approved by the chairman/FO the accountant can print cheques based on the voucher entries.

Links with other modules



1. MIS:

2. Payroll: Information like Employee Details, Employee Pay details must be available in the Payroll Modules

Process Standardization

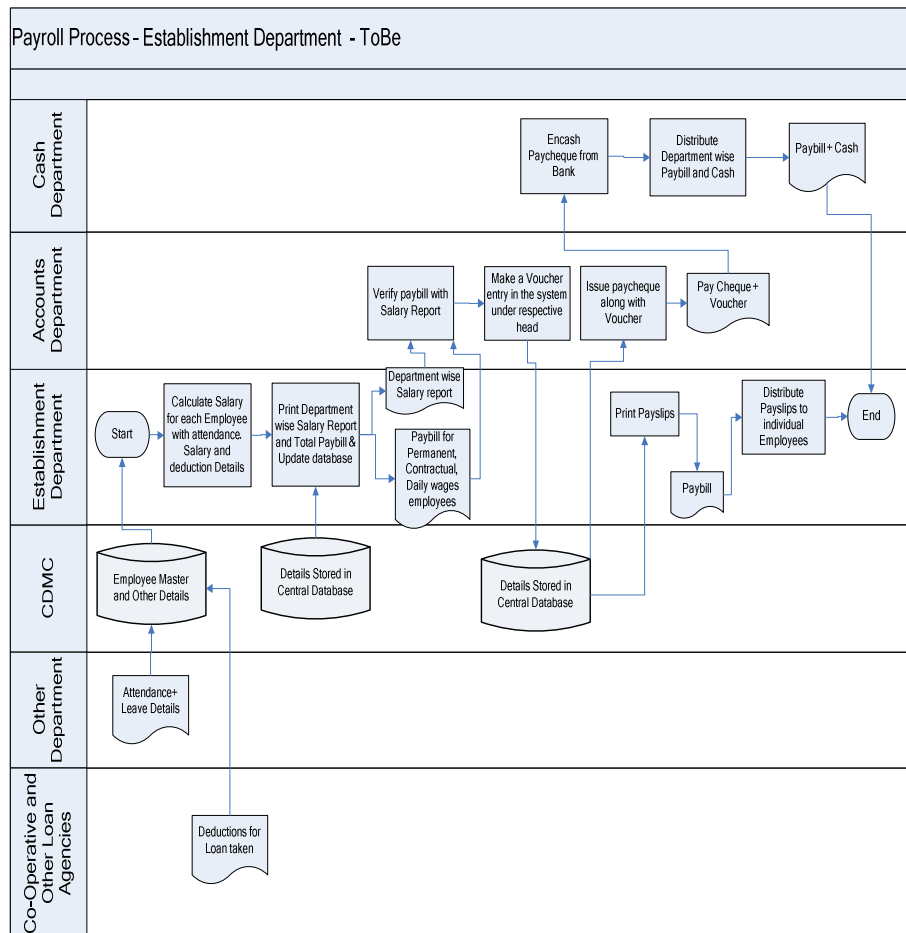
- 1) Vendor or bidder or other expensive bill must maintain ULB Departments.
- 2) The Accountant verify the bills before approval
- 3) The Chairman/FO must verify the bills and Approved
- 4) The Chairman/FO must sign in the cheque for payment of bills.
- 5) Detail for Expenditure Accounting in the ULB must capture:
 - a. Mandatory:
 - I. Bill No, Date
 - II. Purpose
 - III. Approval Date.
 - IV. Voucher No and Date

11. Payroll

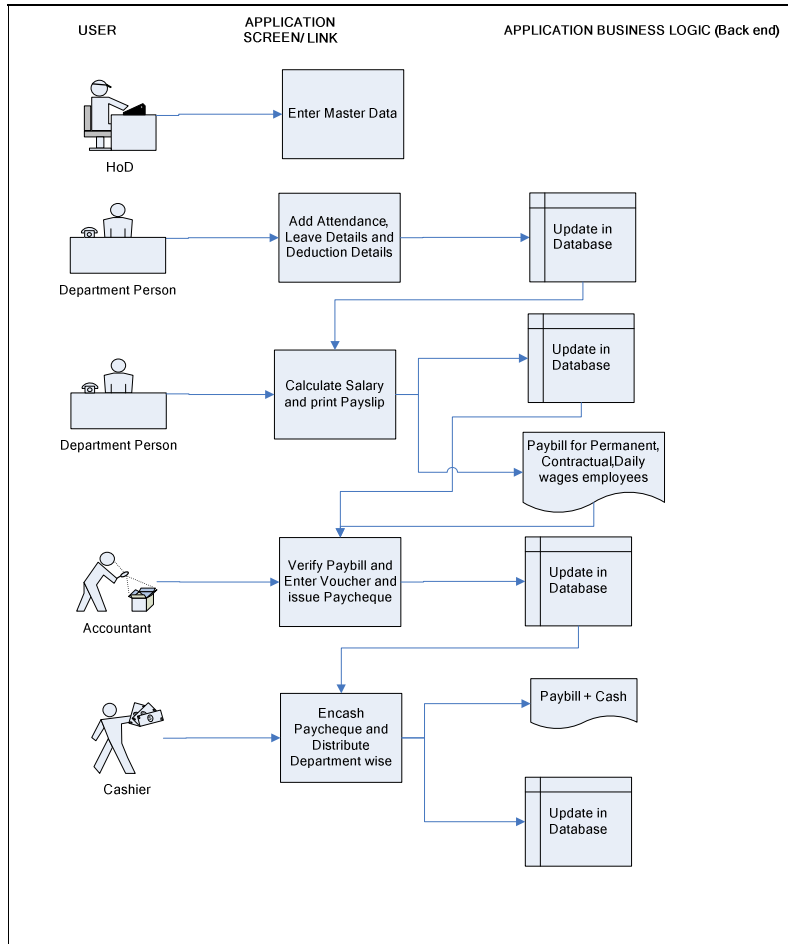
The purpose of this module is to describe all the business functions of the “Pay Roll and Personnel Management” module of the KUSP Application Software. The various features provided by Payroll are Maintaining Employees Personal Information, Maintaining Employees Pay details, Calculation of an Employee’s net salary based on his earnings and Pay slip generation

a. Payroll Process

Process



Process Computerization



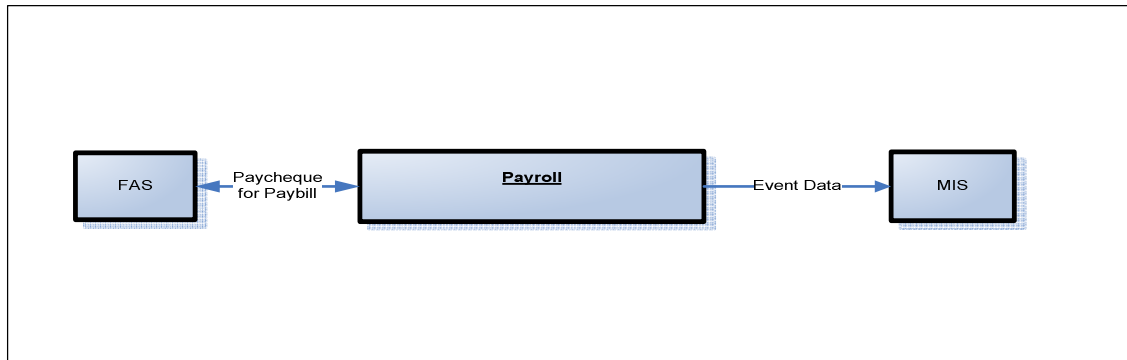
Technical - Process Computerization Explanation

The head of department enters the master data in the system.

The concerned department person enters details of attendance, leave details and deduction into the system.

The same is used to calculate and print the payslip. The accountant then verifies the paybill and enters the voucher and issues the paycheque.

Links with other modules



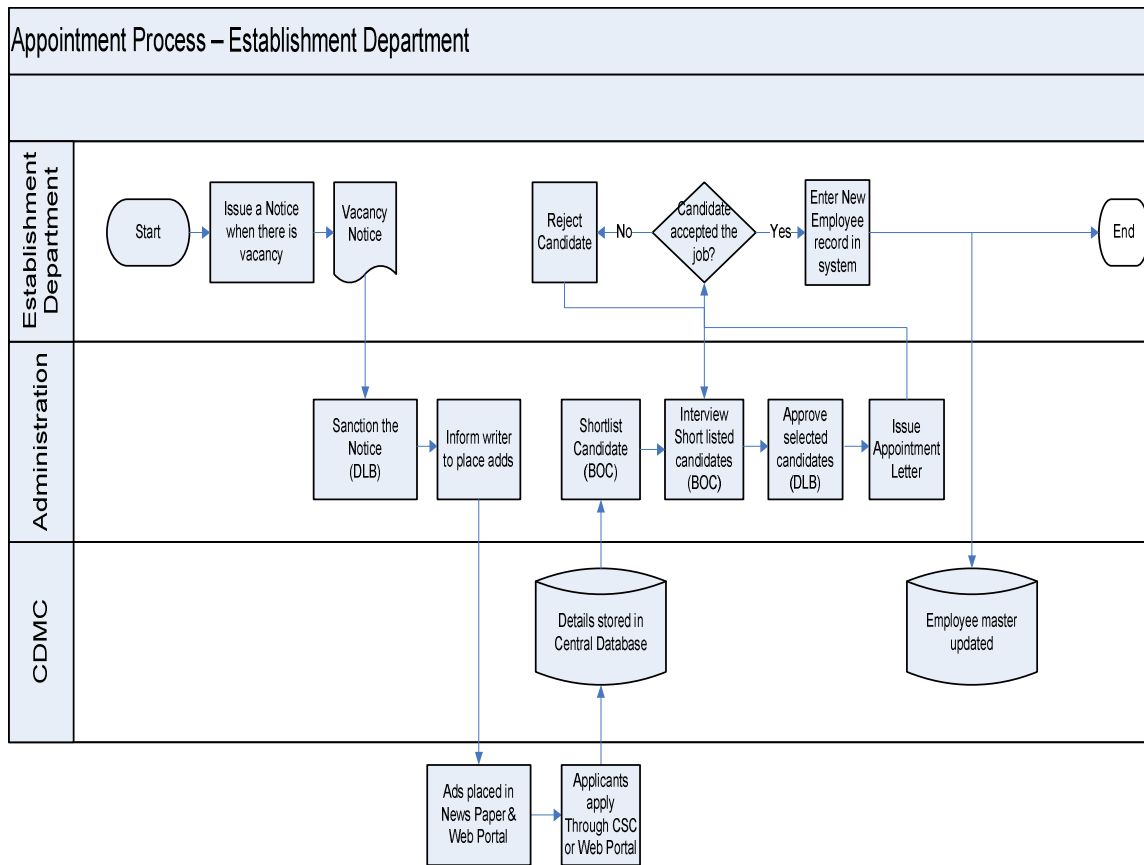
- 1) **FAS:** Issue the Pay cheque for pay-bill through FAS Module
- 2) **MIS:** Data captured through the module will be compiled into MIS reports at the central level.

Process Standardization

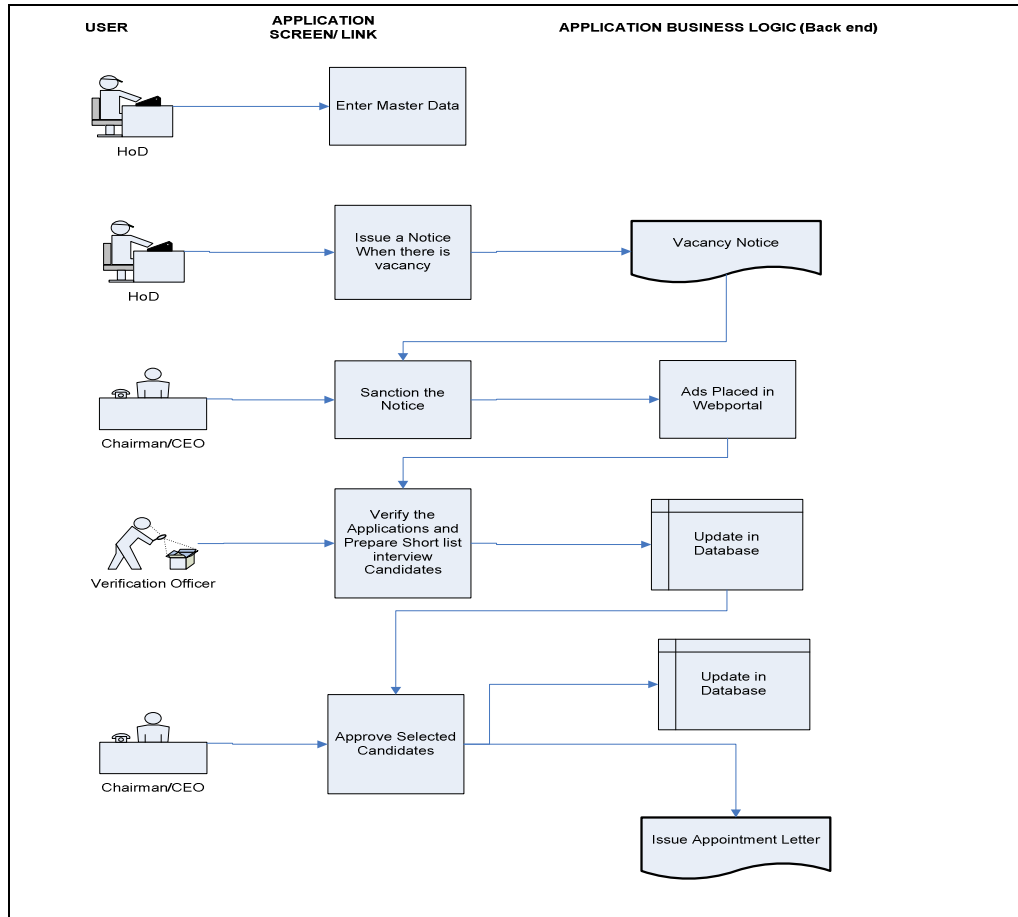
- 1) Attendance and Leave details should maintain each department in ULB.
- 2) Deductions and earning must maintain Establishment Department.
- 3) Every Month generate paybill.
- 4) Detail for Payroll Process in the ULB must capture:
 - a. Mandatory:
 - I. Employee Code.
 - II. Employee Name
 - III. Deductions.
 - IV. Earnings

b. Appointment Process

Process



Process Computerization



Technical Process Computerization Explanation

The head of the department issue a notice when there is a vacancy
 Chairmen/CEO sanction the notice
 Verification officer verifies the Applications and prepares short list interview candidates
 Chairmen/CEO approves the selected candidates and issue appointment letters

Links with other modules



- 1) **Web Portal:** Vacancy Details are placed in Web Portal for recruiting Employees
- 2) **MIS:** Data captured through the module will be compiled into MIS reports at the central level.

Process Standardization

- 1) Administration Department must sanction Notice for new Employee's recruiting.
- 2) Administration Department must Approved Selected Candidates.

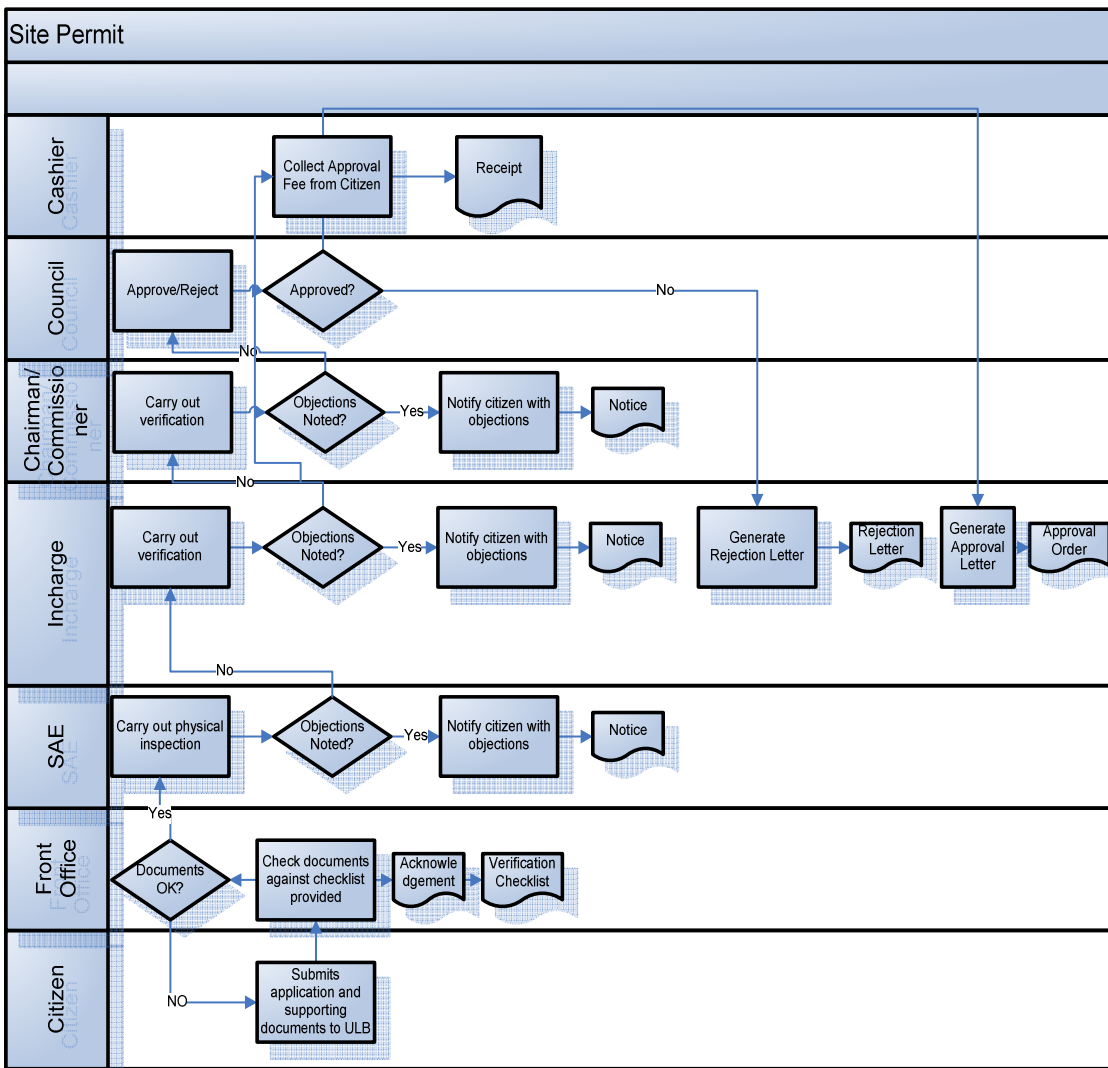
- 3) The Selected Candidate must accept the job.
- 4) Detail for all candidates must capture:
 - a. Mandatory:
 - I. Applicant Name
 - II. Date of Birth
 - III. Qualification
 - IV. Address

12. Building Plan

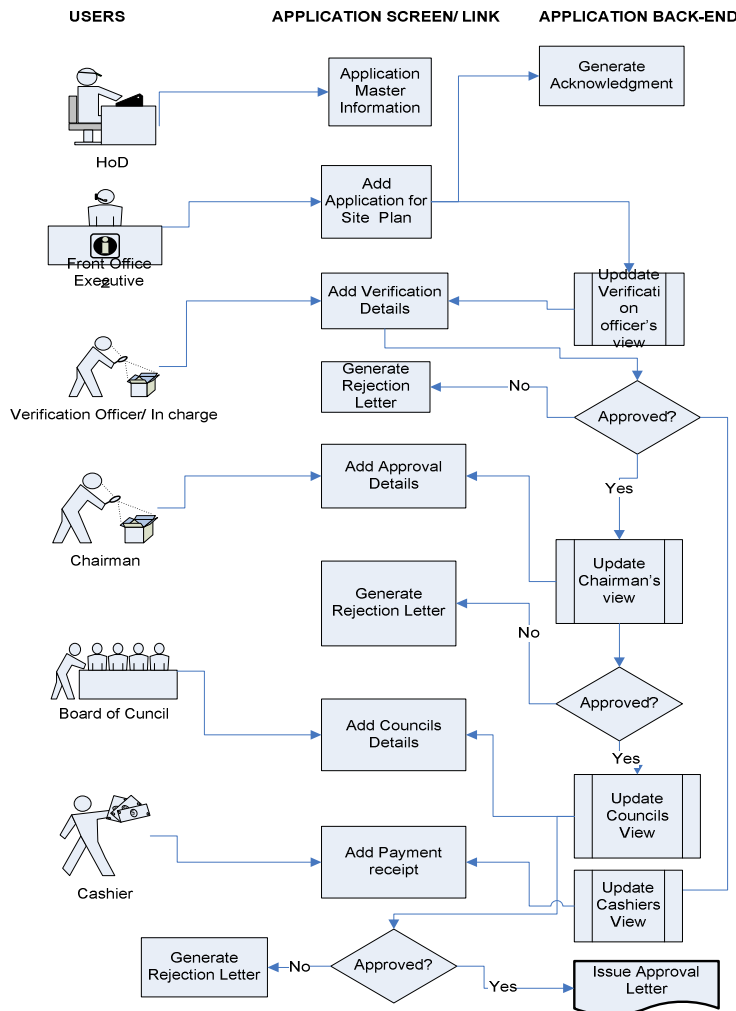
This module primarily deals with the tasks of Issue of Building Permissions, standardization of collection of building fees and other charges, atomize the technical scrutiny, effective monitoring of file processing, status of the building applications, approval of site proposals, and generation of receipts like Building Application acknowledgement, Fee payment notice, Building Permission receipt, Rejection Notice.

a) Site Plan

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

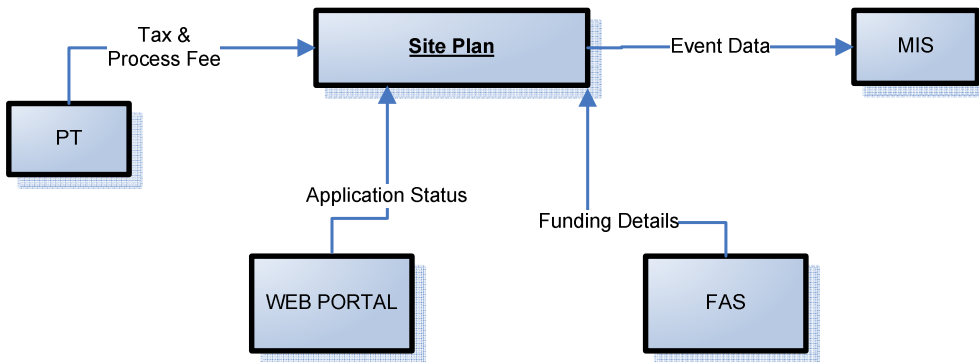
The front office executive enters the application for new site plan (received from the citizen). The system generates an acknowledgement on successful submission of the application.

The verification officer can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system updates the chairman's tables.

The chairman can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system updates the council's tables.

The Board of Council can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system generates the Approval letter.

Links with other modules



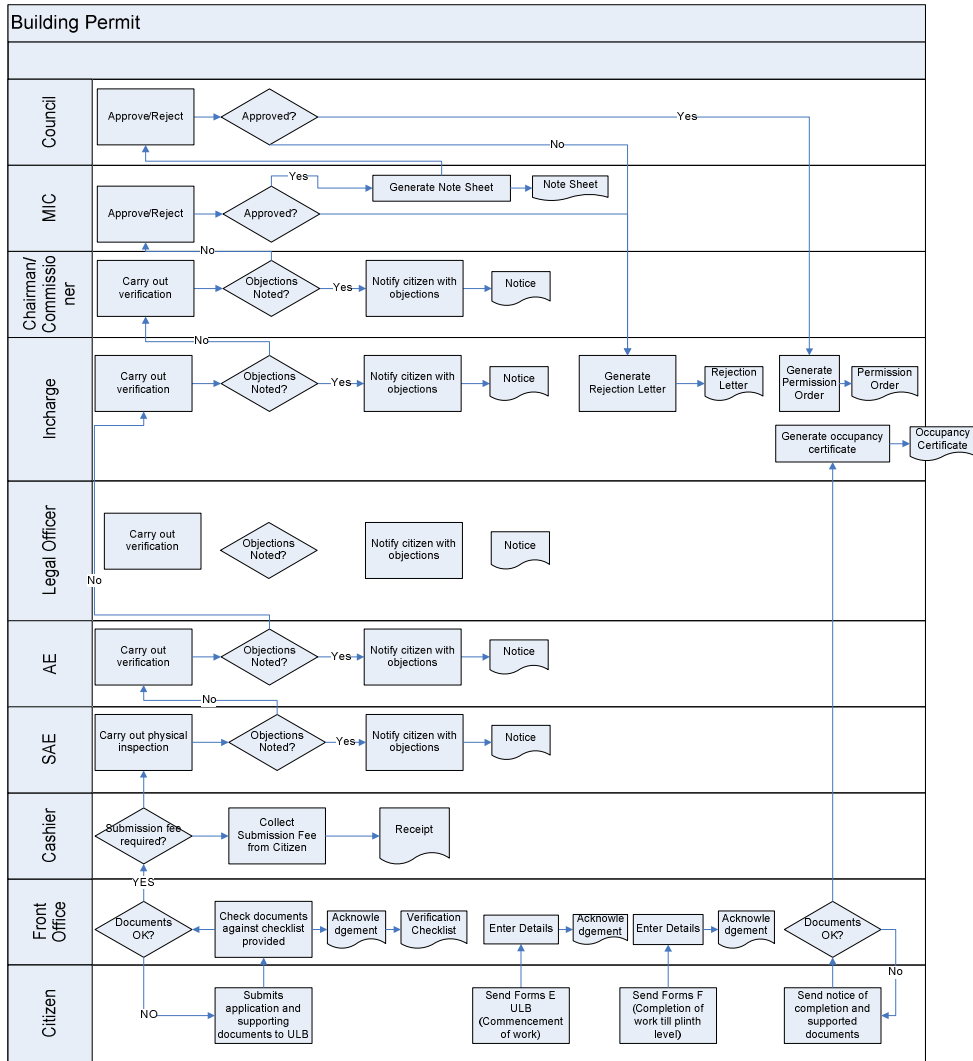
1. **FAS:** All payment receipts are entered through the payment screen in the Building Plan module and these are updated in the FAS module.
2. **Property Tax:** Information like Borough, Ward, Localities must be available in the Property Tax Modules before hand. Also, the system will not allow a Building Plan application to be entered, if the property tax for the particular holding number has not been paid.
3. **Web Portal:** The application number generated will be made available in the web portal with latest status.
4. **MIS:** Data captured through the module will be compiled into MIS reports at the central level.

Process Standardization

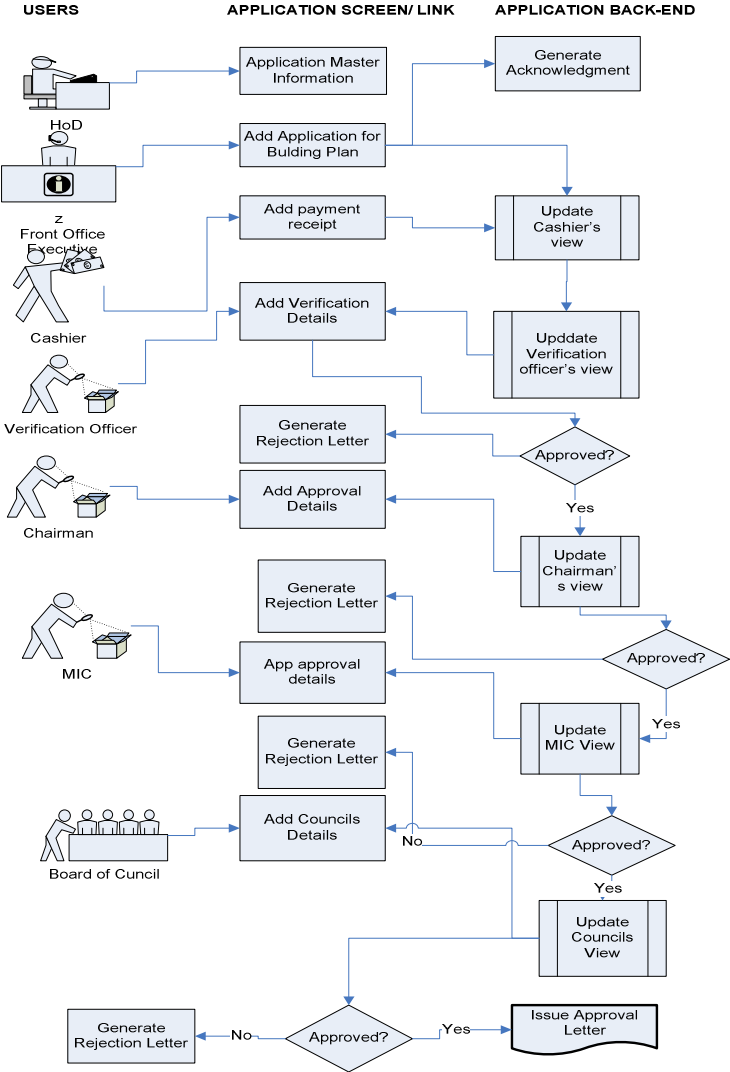
1. The citizens will have two application options: Normal and Tatkal. Depending on this a fee may be charged at the time of application submission. This is true across all ULBs, though each ULB may define their own rates.
2. Once the application is submitted the front officer verifies all the documents and sends an acknowledgement.
3. Physical verification of the site is carried out is carried out by the SAE an then passed to the In charge
4. The Chairman carries out the verification followed by the BOC who approves or rejects the application

b) Building Plan

Process



Process Computerization



Technical - Process Computerization Explanation

The head of department enters the master data in the system.

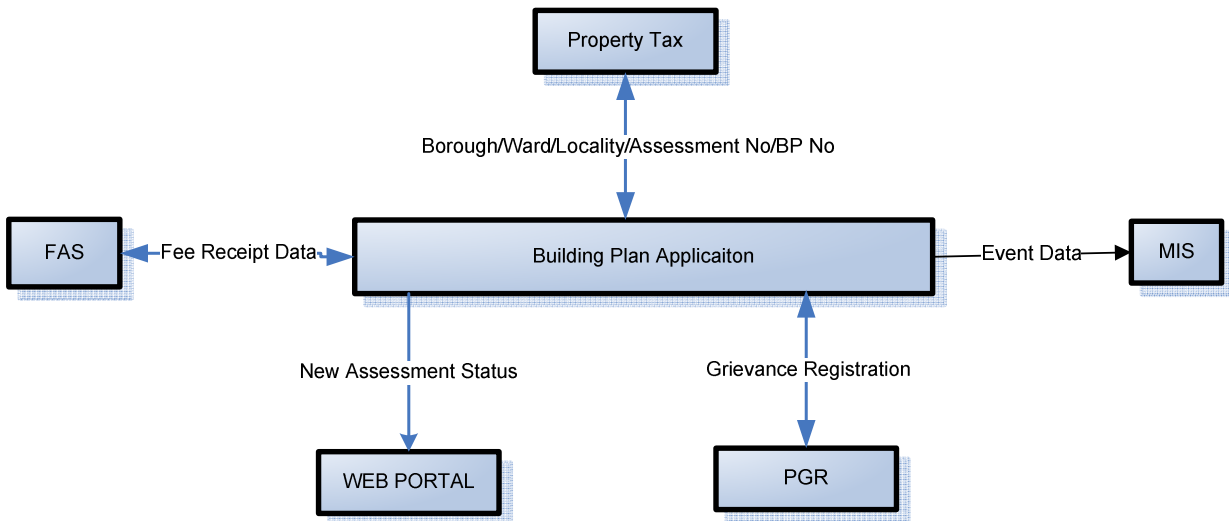
The front office executive enters the application for new site plan (received from the citizen). The system generates an acknowledgement on successful submission of the application.

The verification officer can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system updates the chairman's tables.

The chairman can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system updates the council's tables.

The Board of Council can either approve or reject the application. If rejected, the system will generate a printable rejection letter. If approved the system generates the Approval letter.

Links with other modules



1. **FAS:** All payment receipts are entered through the payment screen in the Building Plan module and these are updated in the FAS module.
2. **Property Tax:** Information like Borough, Ward, Localities must be available in the Property Tax Modules before hand. Also, the system will not allow a Building Plan application to be entered, if the property tax for the particular holding number has not been paid.
3. **Web Portal:** The application number generated will be made available in the web portal with latest status.
4. **MIS:** Data captured through the module will be compiled into MIS reports at the central level.
5. **PGR:** Citizen can post a grievance regarding his pending application for getting a Building Permissions.

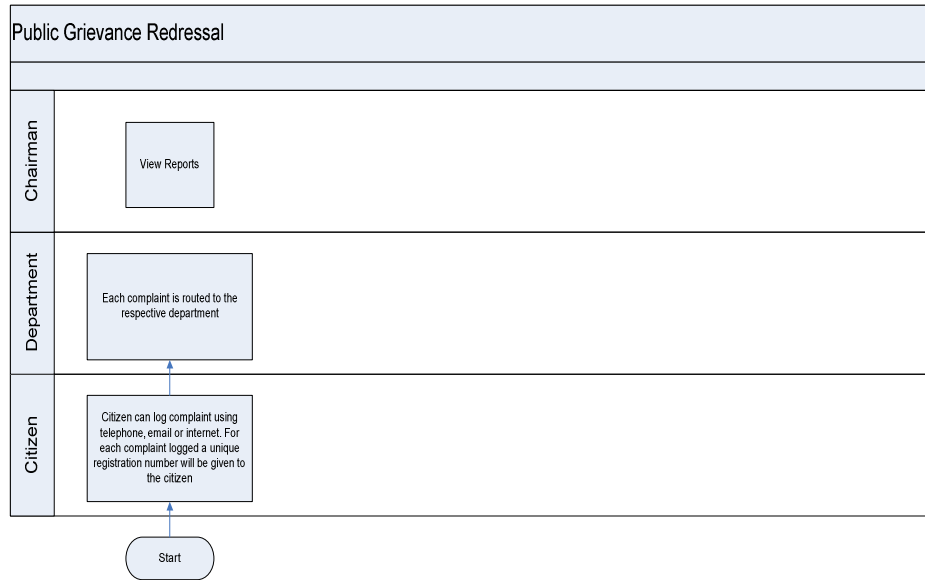
Process Standardization

1. The citizens will have two application options: Normal and Tatkal. Depending on this a fee may be charged at the time of application submission. This is true across for all ULBs, though each ULB may define their own rates.
2. The citizen submits the application for the approval of Site Plan.
3. Once the application is submitted the front officer verifies all the documents and sends an acknowledgement.
4. Physical verification of the site is carried out is carried out by the SAE and then pass the report to AE.
5. AE verifies the report and passes it to the In charge.
6. The In charge verifies and if approved passes it to the Chairman
7. The Chairman carries out the verification followed by the BOC who approves or rejects the application

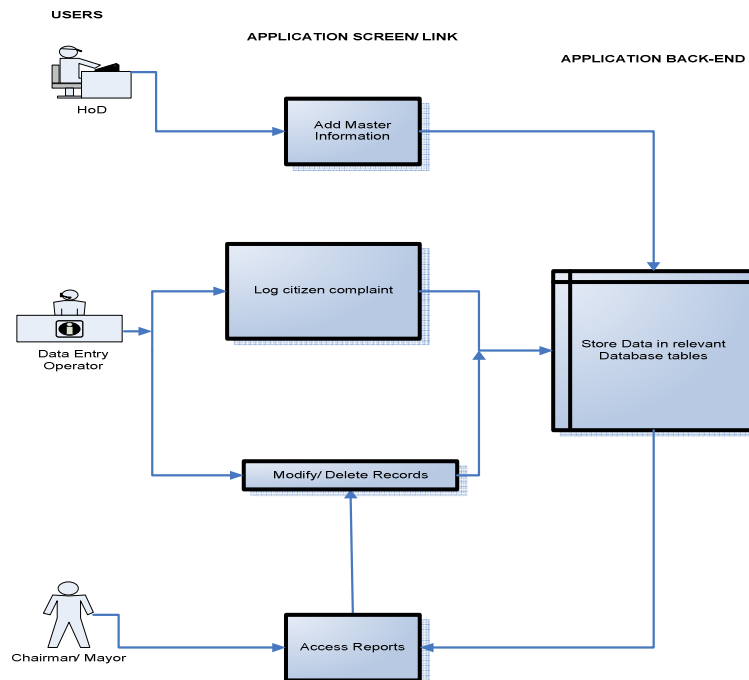
13. Public Grievance and Redressal

The scope of this module is to document all the business functions of the “Grievance Registration and Redress” module of the KUSP E-Governance Application Software. This department accepts Grievance Registration forms Citizens either in person or from Web Portal. The system will create a complaint tracking number for each registered grievance. These grievances will in turn be routed to the appropriate departments of the ULB like Health Dept, Water Works Dept etc.

Process



Process Computerization

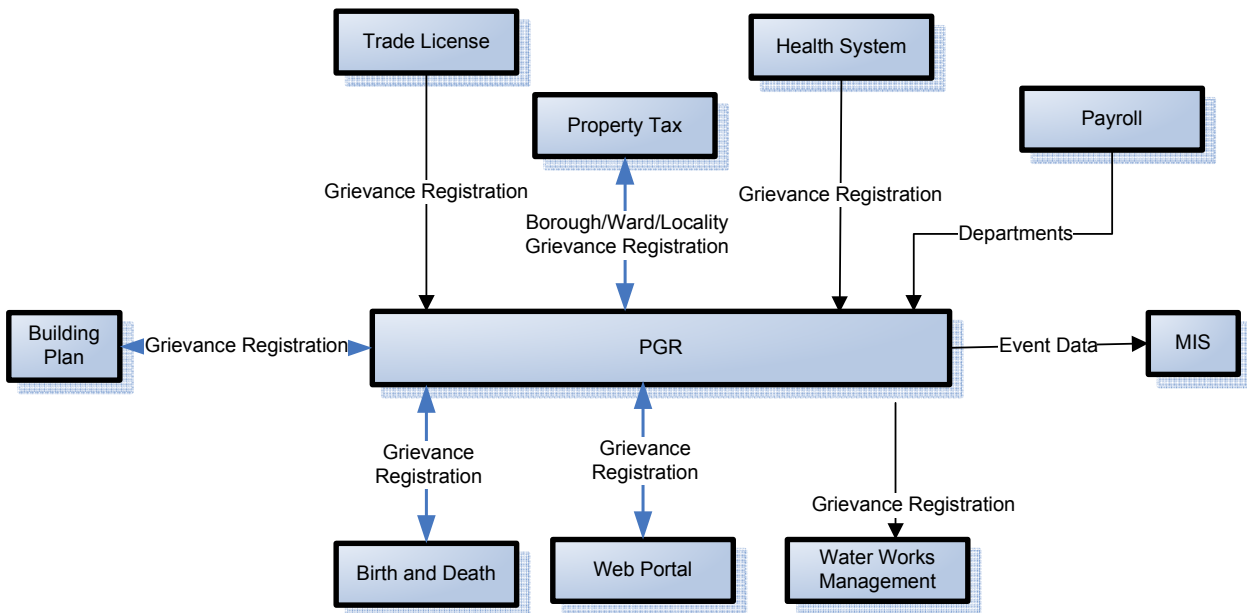


Technical - Process Computerization Explanation

The head of department enters the master data in the system.

The citizen can log complaint using telephone, email or internet. For each complaint logged a unique registration number will be given to the citizen. This is stored in the application database and can be retrieved by the officer/ DEO for modification/ deletion if so required. The data can also be used for reports to be used by the Mayor/ Chairman.

Links with other Modules



1. **TL:** Citizen can post a grievance regarding his pending application for getting a license for the trade.
2. **PT:** Citizen can post a grievance regarding his pending application for getting Property tax.
3. **Payroll:** Information like Departments must be available in the Property Tax Modules
4. **HS:** Citizen can post a grievance regarding his pending application for cleaning to septic tank.
5. **BP:** Citizen can post a grievance regarding his pending application for getting a Building Permissions.
6. **BD:** Citizen can post a grievance regarding his pending application for getting Certificates.
7. **WT:** Citizen can post a grievance regarding his pending application for getting water tap connections.
8. **CWP:** Citizen can post a grievance regarding his pending application.
9. **MIS:** Data captured through the module will be compiled into MIS reports at the central level.

Process Standardization

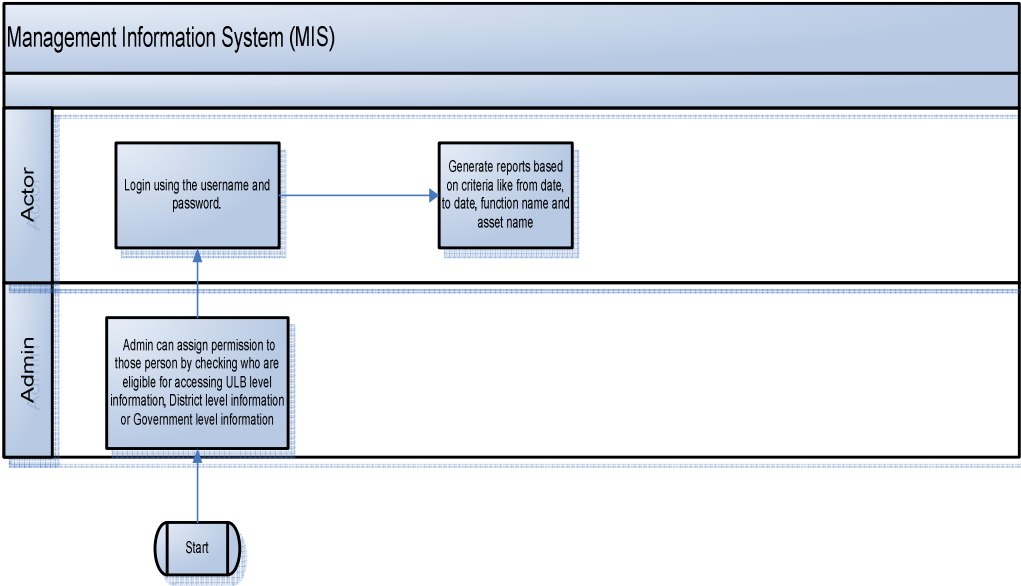
4. Details captured for all complaints must include:
 - a. Mandatory:
 - i. Aggrieved Person Name
 - ii. Ward
 - iii. Locality
 - iv. Address1
 - v. City

- vi. Grievance Date
- vii. Complaint Title
- viii. Complaint Location
- ix. Details of Complaint
- b. Optional
 - i. Borough
 - ii. Address 2
 - iii. Pin code
 - iv. STD Phone No
 - v. SMS Alert Required?
 - vi. Mobile Number
 - vii. Grievance Type
 - viii. Department
 - ix. Grievance Service
 - x. Application No
 - xi. Other Services
 - xii. Other Service Type
 - xiii. Probable Redressal Date
 - xiv. Complaint Location
 - xv. Details of Complaint
 - xvi. Previous Grievance No(if any)
 - xvii. Previous Grievance Date(if any)
 - xviii. Grievance Mode
 - xix. Remarks(if any)

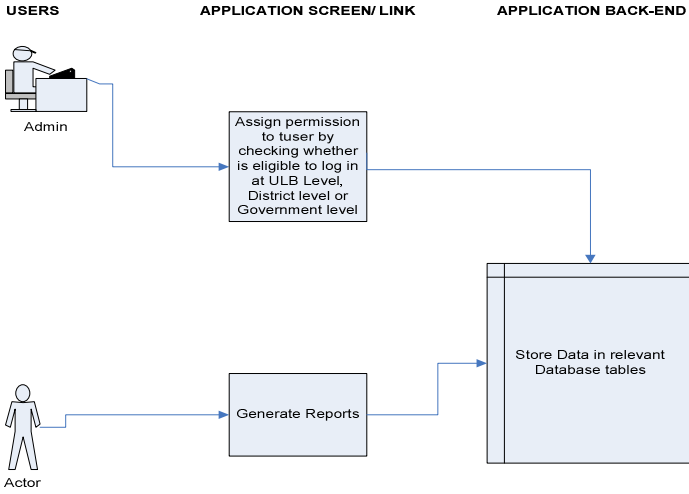
14. Management Information System

The purpose of this module is to document all the reports information of the KUSP Application Software.

Process



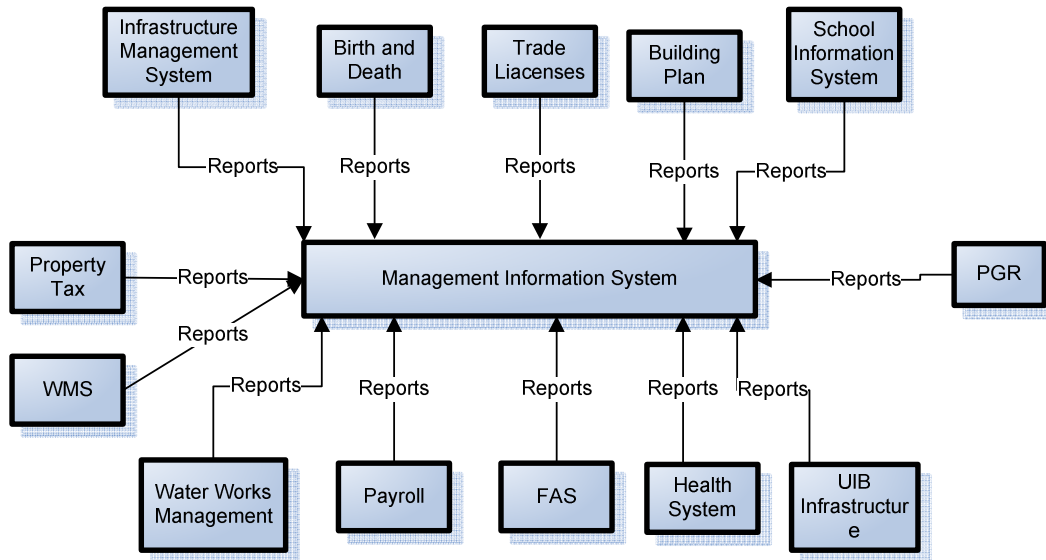
Process Computerization



Technical - Process Computerization Explanation

The admin can assign permission to the person by checking whether he is eligible to login at ULB level, District level or Government level. The actor can log in using the username/password and generate reports.

Link with Other Modules



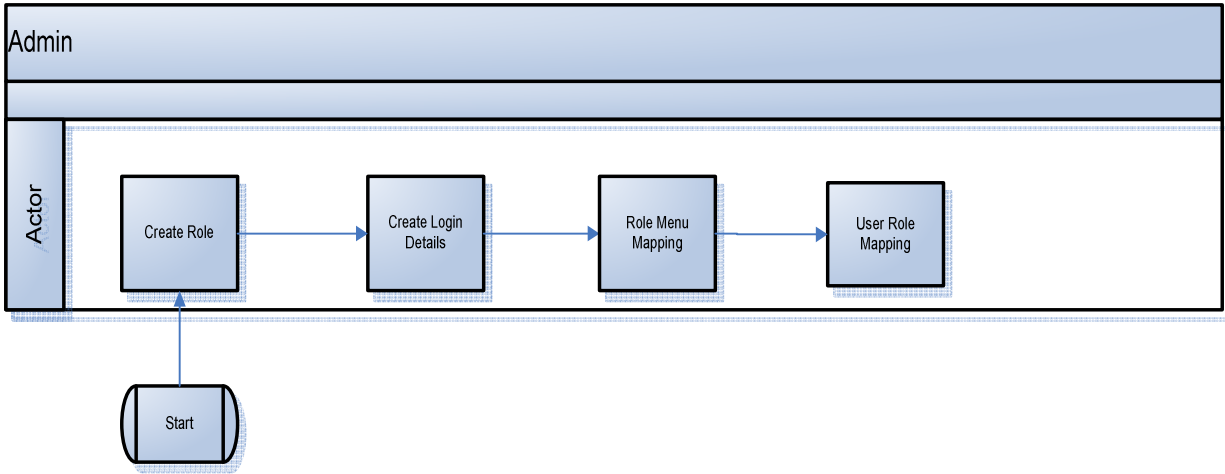
1. **IMS**: Data captured through the module will be compiled into MIS reports at the central level.
2. **BD**: Data captured through the module will be compiled into MIS reports at the central level.
3. **TL**: Data captured through the module will be compiled into MIS reports at the central level.
4. **WMS** : Data captured through the module will be compiled into MIS reports at the central level.
5. **PGR**: Data captured through the module will be compiled into MIS reports at the central level.
6. **Payroll**: Data captured through the module will be compiled into MIS reports at the central level.
7. **FAS**: Data captured through the module will be compiled into MIS reports at the central level.
8. **PT**: Data captured through the module will be compiled into MIS reports at the central level.
9. **WT**: Data captured through the module will be compiled into MIS reports at the central level.
10. **ULBI**: Data captured through the module will be compiled into MIS reports at the central level.
11. **SIS**: Data captured through the module will be compiled into MIS reports at the central level.
12. **BP**: Data captured through the module will be compiled into MIS reports at the central level.
13. **HS**: Data captured through the module will be compiled into MIS reports at the central level.

Admin module console:

Admin Login

The admin module provides administration of the Municipal Administrative System. The administration provides mainly User Management, Authentication and Authorization.

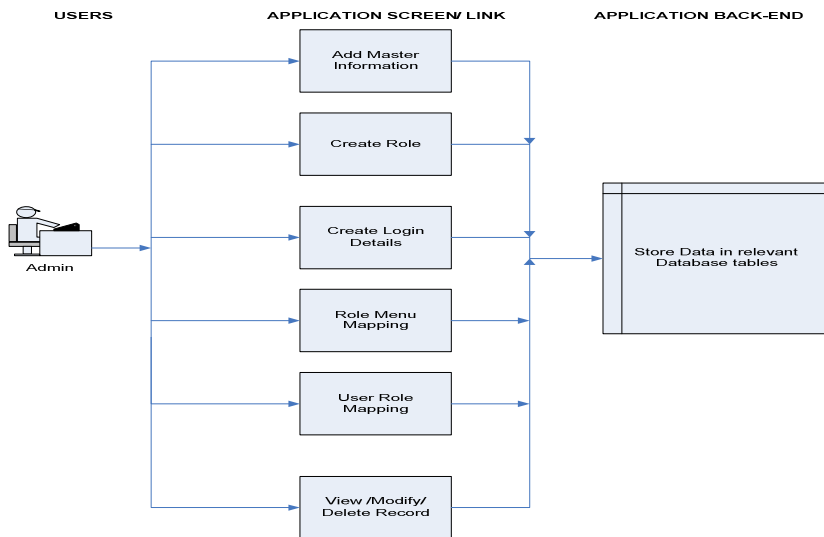
Process



Functional

The administration provides mainly User Management, Authentication, and Authorization. User Management includes creation of users and defining their roles and access control. Administration Modules provides an interface for the administrator of the MAS system. The functionality of the administration module are User Authentication, Maintaining User Roles, Maintaining the list of Menu Items that are to be displayed on the user interface, Mapping Users to the roles and defining their access controls and Mapping the User Roles with the Menu Items

Process Computerization



E

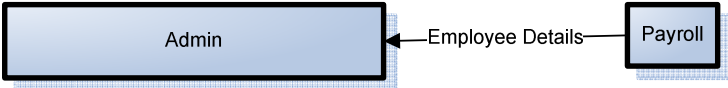
Technical - Process Computerization Explanation

The admin enters the master data in the system. Admin Can create a Role, login details, do Role Menu Mapping and User role mapping. The admin can view, modify and delete the records.

Process Change Impact

- 1. Creation of Roles
- 2. Creation of user login details
- 3. Mapping user to Role and Role to Menu Mapping

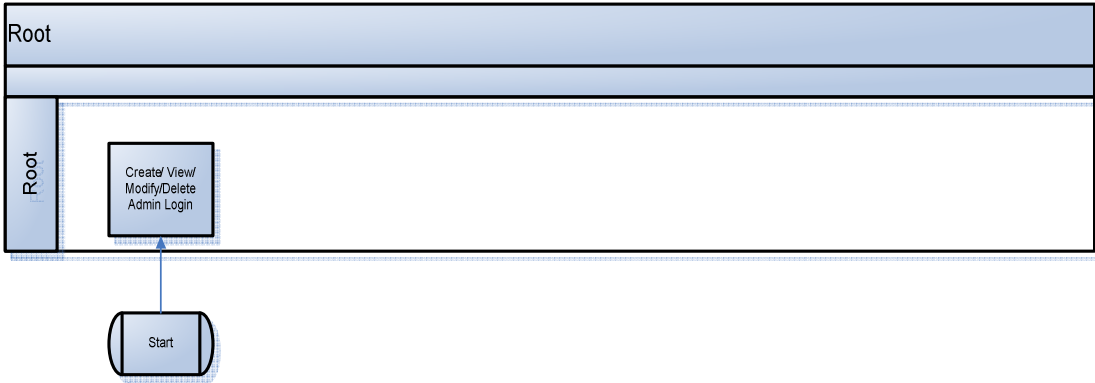
Link with Other Modules



1. Payroll : Information like Employee Details must be available in the Payroll Modules

b. Root Login

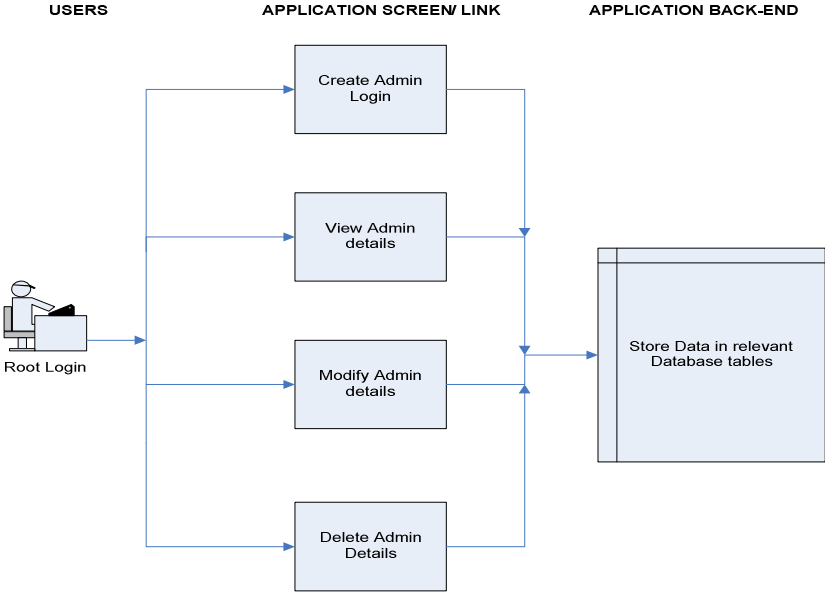
Process



Functional

The Root provides mainly User Management, Authentication, and Authorization. User Management includes creation, viewing, modifying and deletion of admin logins.

Process Computerization



Technical - Process Computerization Explanation

The root enters the master data in the system. Root can create admin login, view login details, modify login details and delete admin login details

Process Change Impact

1. Create, modify, view and delete the Admin Login

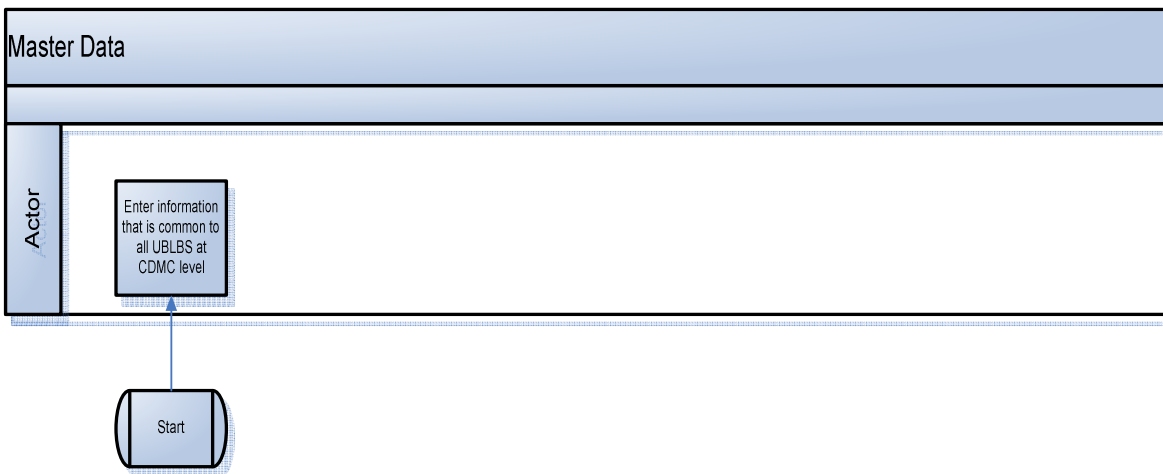
Link with Other Modules



1. **Payroll** : Information like Employee Details must be available in the Payroll Modules

Master Data entry

Process



Functional

There are few tables that have common data across the ULBS. But some ULB may or may not use whole data but they can use only part of that as per their requirements. If any new record needs to be added these should be added through CDMC only. Newly added data will be available for all ULBs. ULB have to use that data as per their requirements.

Some of the tables will not have front end screen, the common data for these tables will be inserted will be inserted at the time of creation of tables.

The following common tables to all Municipalities as well as Corporations has to be pre populated from backend. No Front End Screen is available for these Tables

Module Name	Entity Name
Property Tax	Owner Ship Type Master

Common	Religion
	Education
	Nationality
	Occupation
	Payment Mode
	Collected At
	Relation Ship
Birth and Death	Delivery Type Master
	Death Cause Master
	Hospital Type
	Medical Attention
School Information Master	Education Master
	School Maintained By
Infrastructure Management System	Motor Type Master
	Status Master
	Work Type Master
	Sub Work Type Master
Public Grievance Redressal	Letter Mode Master
Financial Accounting Manual	Module Master
	Treasury Master
ULB Infrastructure	Unit Master

The following Configuration Table data needs to be pre populated by implementation team prior to start of the application. All data in these Tables are mandatory. Separate check list will be provided to verify each record before installation of KUSP application in any Municipalities and Corporation.

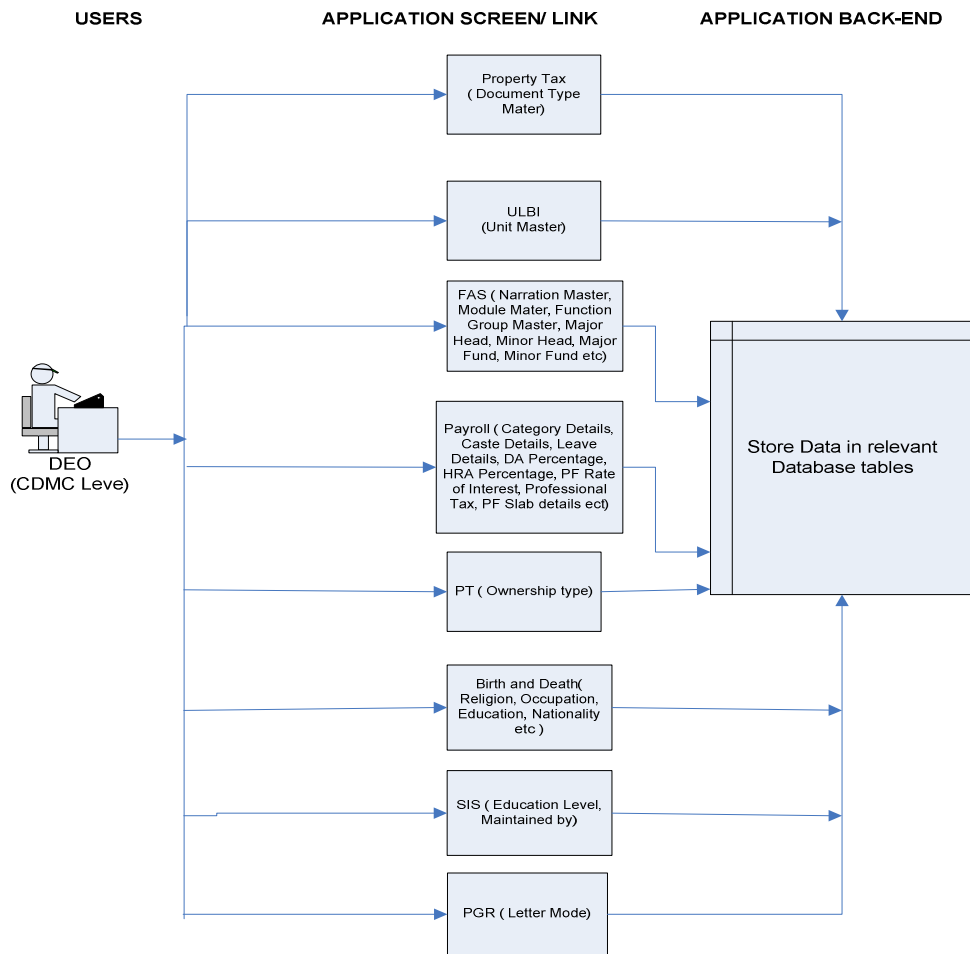
Module Name	Entity Name
Admin	Menu Master
Common	Control
	State Master
	District Master
	ULB Master
	Search Page Length
Citizen Module	Citizen Module Master

For the following tables Front End GUI Screen in view mode is provided for Municipalities as well as Corporation. No provision is provided to Add or Modify and Delete any record at Municipalities as well as Corporation Level. Addition of any new record is possible by CDMC administrator or IT personnel after prior permission from management based on Municipalities or Corporation request. No Delete and Modify provision in CDMC location will be provided.

Module Name	Entity Name
Financial Accounting System	Narration
	Function Group
	Function Group Description
	Functionary Master
	Cost center Master

	Major Fund
	Major Head
	Minor Fund
	Minor Head
	Detailed Head
	Purpose Code
	Sub-Purpose Master
	Financial Year
Property Tax	Document Type Master
Payroll	Category Master
	Caste Master
	Designation Master
	Department Master
	DA Percentage
	DP Percentage
	HRA Percentage
	PF Rate of Interest
	PF Rate of Contribution
	Professional Tax
	PF Slab Details
	Pay Scale Details
	IR Percentage
	Group Details

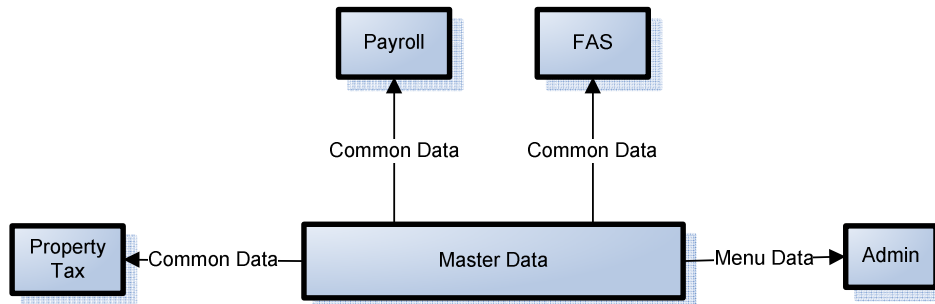
Process Computerization



Technical - Process Computerization Explanation

The DOE enters the table information that is common to all the ULBS.....

Link with Other Modules



- 1. **FAS:** FAS Common Data which are entered in the Master Data, these are updated in the FAS module.
- 2. **Payroll:** Payroll Common Data which are entered in the Master Data, these are updated in the Payroll module.
- 3. **PT:** PT Common Data which are entered in the Master Data, these are updated in the PT module.
- 1. **Admin:** Menu Data which are entered in the Master Data, these are updated in the Admin module.

SECTION E – FINANCIAL BID

1. Bid format:

All the items mentioned in Section D under specifications requirement should be quoted in the financial bid. The financial bid should be submitted in two parts. The bidder should submit in 1 part its financial bid in respect of Phase - I in the format as given in Part A below and in a separate part financial bid in respect of Phase – II in the format as given in Part B below

Part A :

Table – 1:

Details of Items	Unit	Unit Cost	Maximum number of units	Total Price In Rupees
i. Installation and Rolling out the software	ULB		41	
ii. Data Migration* (detailed plan to be submitted as per Table - 2 below)	ULB		41	
iii. Integration with CDMC	ULB		41	
iv. ULB level support for 6 months including training and handholding ** (Detailed plan to be submitted as per Table - 3 below)	ULB		41	
v. Regional Support for 30 months	Man-month		30X12	
vi. Central Support for 36 months	Man-month		36X2	
Total				

Please note that the “Man-month” means the cost to be incurred by the Company for 1 manpower including his/her salary, fooding, lodging at the site and all other expenses. The financial bid should be inclusive of all the taxes, levies, cost of freight, delivery and installation.

***Table – 2 (Please note that on successful and actual data migration of the modules, payment will be made. If for any or all the ULBs, data migration will not be required for one or multiple modules, respective payment will not be given to the bidder. The quote is being taken to assess the maximum limit of amount required to do the data migration):**

Details of modules for each ULB	Man-days required	Conversion to man-month	Man-month cost	Man-month cost for individual module
Birth / Death Registration System				
School Information System				
Public Grievance & Redressal Module				
Health System				
Trade License (renewal and new) System				
Property Tax Management System				
Building Plan Approval System				
Financial and Accounting System				
Ward Wise Management Information System				
Infrastructure Management System				
ULB Infrastructure				
Water Works Management System				
Payroll				
Total for 1 ULB				

****Table – 3 (Please note that, on starting of the module, payment will be made, for any unstarted module, payments will not be given to the bidder. The quote is being taken to assess the maximum limit of amount required for 6 months of ULB level support):**

Details of modules for each ULB	Total Man power required for 1 ULB	Man-month cost	Total man-month required for module	Cost for 1 ULB for stated module
Birth / Death Registration System				
School Information System				
Public Grievance & Redressal Module				
Health System				
Trade License (renewal and new) System				
Property Tax Management System				
Building Plan Approval System				
Financial and Accounting System				
Ward Wise Management Information System				
Infrastructure Management System				
ULB Infrastructure				
Water Works Management System				
Payroll				
MIS				
Total cost for 1 ULB				

Part B :

Table – 1:

Details of Items	Unit	Unit Cost	Maximum number of units	Total Price In Rupees
i. Installation and Rolling out the software	ULB		46	
ii. Data Migration* (Detailed plan to be submitted as per table-2 below)	ULB		46	
iii. Integration with CDMC	ULB		46	
iv. ULB level support for 6 months including training and handholding ** (Detailed plan to be submitted as per table -3 below)	ULB		46	
v. Regional Support for 30 months	Man-month		30X14	
vi. Central Support for 36 months	Man-month		36X2	
Total				

Please note that the “Man-month” means the cost to be incurred by the company for 1 manpower including his/her salary, fooding, lodging at the site and all other expenses. The financial bid should be inclusive of all the taxes, levies, cost of freight, delivery and installation.

***Table – 2 (Please note that on successful and actual data migration of the modules, payment will be made. If for any or all the ULBs, data migration will not be required for one or multiple modules, respective payment will not be given to the bidder. The quote is being taken to assess the maximum limit of amount required to do the data migration):**

Details of modules for each ULB	Man-days required	Conversion to man-month	Man-month cost	Man-month cost for individual module
Birth / Death Registration System				
School Information System				
Public Grievance & Redressal Module				
Health System				
Trade License (renewal and new) System				
Property Tax Management System				
Building Plan Approval System				
Financial and Accounting System				
Ward Wise Management Information System				
Infrastructure Management System				
ULB Infrastructure				
Water Works Management System				
Payroll				
Total for 1 ULB				

****Table – 3 (Please note that, on starting of the module, payment will be made, for any unstarted module, payments will not be given to the bidder. The quote is being taken to assess the maximum limit of amount required for 6 months of ULB level support):**

Details of modules for each ULB	Total Man power required for 1 ULB	Man-month cost	Total man-month required for module	Cost for 1 ULB for stated module
Birth / Death Registration System				
School Information System				
Public Grievance & Redressal Module				
Health System				
Trade License (renewal and new) System				
Property Tax Management System				
Building Plan Approval System				
Financial and Accounting System				
Ward Wise				

Management Information System				
Infrastructure Management System				
ULB Infrastructure				
Water Works Management System				
Payroll				
MIS				
Total cost for 1 ULB				

2. It is made clear that payment for data migration and functional operation of the software modules at the ULBs will be given on actual basis, i.e., on actual data migration per module per ULB and on functional operation of each module by the ULBs.
 3. The grand total of the bid should be written both in figures and words. If the amount in figures differ from amount in words, the amount in words shall prevail and would be considered for acceptance and binding upon the bidder. If the grand total does not tally with the sum total of the individual items/ sub items, the amount of grand total shall be considered for acceptance and binding upon the bidder who shall make necessary price adjustments.
4. **Validity of Offer**
The financial bid shall remain valid for a period of **180 days** from the scheduled last date for submission of the bid or any extended date as the case may be. However, Part B of the financial bid shall remain valid for a period of 18 months after the scheduled last date for submission of the bid or any extended date as the case may be. In exceptional circumstances, CMU may solicit the bidder's consent for extension of the bid validity period. When the validity period is extended by the bidder, the same shall be done without any modification to the bid proposal by the bidder.

SECTION-F: BID EVALUATION PROCESS AND OFFER OF CONTRACT

1. Opening of Bid

After submission of bids, all bids submitted will be opened in presence of the Evaluation Committee of CMU. Any attempt by a bidder to influence CMU in the examination, evaluation, comparison or generally in computation with bid evaluation process or contract award decisions may result in the rejection of its bid.

2. Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the bids, CMU may, at its discretion, ask any bidder for a clarification of its Bid. Any clarification submitted by a bidder that is not in response to a request by CMU shall not be considered. CMU's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought during bid evaluation process, offered, or permitted, except to confirm the correction of arithmetic errors discovered by CMU in the evaluation of the bids in accordance with clause 4 of this Section.

3. Evaluation Process

A single bid – three envelopes bidding procedure will be used for the evaluation. Under this process, the Evaluation Committee will provide technical marking as follows:

Sl. No.	Criteria (All Mandatory)	Point System	Detailed Score (P)	Main score T=P/10	Total Score
1.	Bid Presentation and Completeness of the Overall Solution	<ul style="list-style-type: none"> o Overall understanding of technical requirements through presentation= 20 o Neatness, appearance, binding = 10 o Existence of valid Indexes as per Section G -general guidelines = 20 o Availability of all statutory document copy (5 marks to be deducted for each omission) = 50 	100	10	10
2.	Bidder Track Record	<ul style="list-style-type: none"> o Experience of similar project = 50 to maximum 150 <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Marks to be provided on the cumulative sum of completed order value of 5 projects 3 Cr ----- 50 :: >3Cr but < 5Cr ---75:: >5 Cr but <10 Cr ---100:: >10Cr but < 20Cr ----125:: >20 Cr ---150 </div>	150	15	15
3.	Organization capacity & Manpower Strength	<ul style="list-style-type: none"> o Turn Over per annum (Of Bidder / prime bidder in case of consortium) as mentioned in eligibility criteria, minimum 300 Crore. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> 300 Crores ----- 20 :: >300 Crores but < 400Cr---40:: >400 Cr but <500 Cr ---60 :: >500 Cr but <800 Cr ---80 :: >800 Cr -- 100 </div>	150	10	10

		<ul style="list-style-type: none"> o Total manpower strength = 0 o to maximum 50. To be marked on documentary evidence. <div style="border: 1px solid black; padding: 5px;"> <p>More than 2000 manpower = 50 1000 manpower to 2000 manpower = 40 500 manpower to 1000 manpower = 30 350 manpower to 500 manpower = 20 200 manpower to 350 manpower = 10 Less than 200 manpower = 0</p> </div>			
4.	Implementation plan and others	<ul style="list-style-type: none"> o Implementation Methodology, Methodology of Configuration Management, Testing, Deployment, Project Management and Quality Control = 100 o Details of support model = 200 o Training, Documentation, Project Plan and Time Schedule = 100 o Customer Support Plan and issue resolution process including communication plan = 100 	500	50	5
Total					100

Minimum technical score required for qualifying for opening the Financial Bid is 70 points. The Financial Bids or bidders whose technical score is less than 70 points will not be opened.

4. Examination of Financial Bids as per Section E

- (i) CMU will determine whether the Financial Bids are complete, i.e. whether the Bidder has included all components as per the Tender Document. If not, CMU may reject the bid as non-responsive. However for minor deviations, CMU may, at its discretion, ask the bidder to clarify the position and to make necessary price adjustments of different components/subcomponents keeping the Grand Total of the tender unaltered/unchanged, within 3 (three) days, in order to make the Financial Bid include all components as detailed in the Tender Documents. In such case, adjusted price, Bid Grand Total Value remaining the same unaltered, will be considered.
- (ii) The Financial Bid shall have every item responded to with clarity and to the point. Financial Bids shall be compared for the complete scope of work as per the Price Proposal Schedule, inclusive of all taxes and duties. The price schedule shall also have the indicative price break-ups.
- (iii) Financial Bids submitted against individual projects:
 - a. the Centralized Data Centre component to be placed at SDC
 - b. the Test and Maintenance centre (at ILGUS Bhavan)
will be compared with respective Scope of Work and detailed Bill of Material. The price schedule shall also have the indicative price break up for various sections of works involved in line with the details submitted along with respective technical proposal.
- (iv) No margin of preference will be granted for any other price component, and bidders will not be permitted or required to modify the source of any hardware, software, related equipment, materials, products, or other software, as well as related services after bid opening.
- (v) Though only Part A of the financial bid in respect of Phase-I shall be considered for the purpose of evaluation of bid and the tendering authority shall not consider the financial bid of a bidder in respect of Phase –II, it is compulsory/mandatory on the part of the prospective bidders to submit its Financial Bids in two parts for two phases. The Evaluation Committee shall not consider bid of any bidder, which has not submitted Financial Bid in respect of Phase –II in terms of Part B of Section E. While considering the Financial Bids, Financial Bids for both parts will be opened, which bids will constitute binding offers of the bidders during the bid validity period.

5. **Overall Evaluation Marks**

The bidder bidding the lowest price bid in respect of Phase - I would be declared as L-1, the 2nd lowest price bid in respect of Phase - I would be marked as L-2 and 3rd lowest price bid in respect of Phase - I would be marked as L-3 and they would be ranked accordingly. The lowest bidder (L-1) would be selected for acceptance, subject to clause 6 and 8 below.
6. **CMU's right to accept any bid, to reject any or all bids**

CMU reserves the right to accept or reject any bid, and to cancel/postpone the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders or assigning any reason.
7. **Discrepancies in Bid**

In case of discrepancies in bids, the following will be adopted to correct the arithmetical errors for the purpose of evaluation.

 - a) In case of discrepancy between the original & copies of bid, the original bid will be considered correct.
 - b) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
 - c) If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
 - d) The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
8. **Award of Contract**

The contract in respect of Phase – I will be awarded to the bidder who will be selected as L-1, in terms of clause 5 above, subject to clause 6 above, provided further that the bidder has remained qualified to perform the contract satisfactorily. Letter of Intent/Work Order shall only be issued in respect of Phase – I accordingly. It is made clear that the financial bid in respect of Phase - II would remain valid, fixed and binding upon the successful bidder, for a period of 18 months from the last date of submission of the bid. A bid shall be rejected if the qualification criteria as specified in Section C (Evaluation and Qualification Criteria) are no longer met by the bidder whose offer has been determined to be the lowest evaluated bid. In this event the Purchaser shall proceed to the next lowest evaluated bid to make a similar reassessment of that bidder's capabilities to perform satisfactorily. In case there is a tie between two or more bidders, the bidder with the highest score in the evaluation of Technical Bids shall be awarded the contract. Work Order/Letter of Intent (LOI) will be issued to the successful bidder after completion of evaluation subject to compliance of General Conditions of Contract and complying with all requirements under the Tender Documents.
9. **CMU's right to vary quantities at time of award**

At the time the contract is awarded, the CMU reserves the right to increase or decrease the quantity of Software and Related Services specified in Section D, Technical Bid – requirements provided this does not exceed 20% of the Software and Related Services specified in Section D, and without any change in the unit prices or other terms and conditions of the bid and the Tender Documents.
10. **CMU's right to vary quantities subsequent to award of contract including rolling out of Phase – II as a whole or in phased matter**

CMU, KUSP reserves its right to grant further contract to the successful bidder who has been awarded the work of Phase - I at the lowest financial rate secured in respect of Phase - II or at its option, the CMU may also go in for fresh tender. CMU, KUSP will not be obliged to go ahead fully or in part with such Phase – II roll out according to the tender document or even if it is done within the Phase - II bid validity period, it is not obliged to allot work to the Phase - I successful bidder, if it decides to go for fresh tender for Phase II. CMU, KUSP at its sole discretion, if considered necessary may change technical terms and specifications in the case of a fresh tender for Phase – II roll out.

SECTION G – GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- a) “Contract” means the Agreement entered into between the Employer and the successful bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- c) “Contract Price” means the total price payable to the successful bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Bidder” means the Company, whose bid to perform the Contract has been accepted by the Employer and is named as such in the Agreement, and includes its successors or permitted assigns.
- e) “Day” means calendar day.
- f) “Delivery” means the transfer of the Software from the Bidder to the Employer in accordance with the terms and conditions set forth in the Contract.
- g) “Employer” means Change Management Unit, Kolkata Urban Service For Poor and includes its successor or assigns;
- h) “Functional operation” for the purposes of the above clause shall mean installation of the software with all updates, data migration as per requirement, and capacity building of the municipal employees to ensure that they can operate the software modules, input data in the forms and templates, process data and extract the relevant outputs as per the business requirements of the ULB independently without any handholding support and can thus deliver the internal business process or citizen centric services through the e-governance modules.
- i) “GCC” means the General Conditions of Contract.
- j) “Handholding support” for the purposes of the above clause shall mean engagement of technically competent manpower to assist and train the municipal employees in independent handling of operations of the specified e-governance software modules related to data entry, processing and generation of reports/ certificates/ bills or any other specific business oriented outputs, to ensure that the software modules become part of the Business Process in the ULB.
- k) “Person-in-Charge” means the Project Director, Change Management Unit, Kolkata Urban Services for the Poor or such officer of the Employer who shall supervise and be in-charge of the project.
- l) “Project” shall, unless there be something either in the subject or context repugnant to such construction, be construed or taken to mean the Works, Services and Related Services by or by virtue of the Contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
- m) “Project Completion” means the fulfillment of all obligations by the Bidder in respect of the Project to be executed under the Contract in accordance with the terms and conditions set forth in the Contract.
- n) “Related Services” means the services incidental to the works and services provided by the Bidder such as insurance, training and other similar obligations of the Bidder under the Contract.
- o) “SCC” means the Special Conditions of Contract.
- p) “Service” shall, unless there be something otherwise either in the subject or context repugnant to such construction, be construed or taken to mean providing training and handholding support to the end users at the ULBs for a period of 6 months from the date of installation/ data migration, as may be required, under this contract, functional operation, maintenance and helpdesk support for 3 years from the date of installation/ data migration, as may be required, under this contract from CMU, KUSP Office with dedicated engineer with facilities management support and onsite warranty and maintenance support for 41 ULBs covered under phase I of the Contract and its extension or addition thereof including phase II in whole part, if any.

- q) "Service Price" means the consideration/price payable to the Bidder by the Employer for the service provided by the Bidder in terms of this Contract;
- r) "Subbidder" means any Company, including its legal successors or permitted assigns, to whom any part of the Software to be supplied or execution of any part of the Project is subcontracted by the Bidder with prior permission of the Employer.
- s) "ULBs" means the Urban Local Bodies more particularly described in clause 1.2 of Section B.
- t) "Work" shall, unless there be something either in the subject or context repugnant to such construction, be construed or taken to mean acquiring knowledge of the software package from the existing agency, who has developed the software, installation and commission of e-governance software at 41 ULBs of phase I and 46 ULBs of phase II, proper liaison and coordination with the existing agencies for in-time and accurate rollout of the software package, integration with the Central Data Centre for to and fro data transfer and includes addition or extension thereof, if any.
- u) "Work Completion" means the fulfillment of all obligations by the Bidder in respect of the Works to be executed under the Contract in accordance with the terms and conditions set forth in the Contract.
- v) "Work Price" means the consideration/price payable to the Bidder by the Employer for the Work executed by the Bidder in terms of this Contract.

2. **INTERPRETATION**

2.1. If the context so requires it, singular means plural and vice versa.

2.2. **Entire Agreement**

The Contract constitutes the entire agreement between the Employer and the Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

2.3 **Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

2.4 **Nonwaiver**

Subject to the GCC, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.5. **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2.6. **Headings and Marginal Notes**

Headings and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

3. **LANGUAGE**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the Employer, shall be written in English.

4. **INTELLECTUAL PROPERTY RIGHTS**

All the data, products and software would be the intellectual properties of CMU, KUSP or its successors or assigns.

5. **DOCUMENTATION TO BE SUPPLIED TO THE BIDDER**

The Bidder shall be furnished free of cost one certified copy of the Contract documents. None of these documents shall be used for any purpose other than that of this Contract.

6. **WORKS, SERVICES AND RELATED SERVICES TO BE CARRIED OUT**

The Works, Services and Related Services to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the Project.

7. **SUFFICIENCY OF TENDER**

The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Project and of the rates and prices quoted in the same, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Project.

8. **DISCREPANCIES AND ADJUSTMENT OF ERRORS**

8.1 The several documents forming the Contract are to be taken as mutually explanatory of one another.

8.2 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Employer shall be the deciding authority with regard to the intention of the document and its decision shall be final and binding on the Bidder.

8.3 Any error in description, quantity or rate in the Technical Bid requirements and Financial Bid or any omission therefrom shall not vitiate the Contract or release the Bidder from the execution of the whole or any part of the Project comprised therein according to drawings and specifications or from any of his obligations under the Contract.

9. **SIGNING OF CONTRACT**

9.1 The Bidder on acceptance of his tender by the Employer shall, within 7 days from the date of issuance of the Letter of Intent sign the Contract forming the Tender Documents as downloaded from the website at the time of invitation of tender and acceptance thereof together with any other correspondence having a bearing on the Contract as determined by the Person in Charge.

9.2 Each page of the Contract Agreement should be signed by the Person-in-Charge/ authorised officer of Employer and the Bidder's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions etc (after issue of Tender Document) their number should be clearly mentioned on each page of the Contract Document before signing.

9.3 No payment for the works/Service done/performed or to be done/performed will be made to the Bidder till the Contract Agreement is signed by the Bidder and Contract Performance Guarantee has been submitted by the Bidder in accordance with GCC clause 10.

10. **CONTRACT PERFORMANCE GUARANTEE**

10.1 The successful bidder shall be required to furnish an irrevocable Contract Performance Guarantee (CPG) for an amount equal to 10% of the Contract Price, in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the Contract, (not withstanding and/ or without prejudice to any other provisions in the Contract) within a period of 7 days from the date of issue of the Letter of Intent. This guarantee shall be in the form of a Bank Guarantee, unequivocal and unconditional, of any Scheduled Bank in accordance with the form given at **Annexure 'A'**.

10.2 The CPG shall be kept valid for a period of 3 years from the date of successful implementation of e-governance software package under this Contract for Phase – I or any extension thereof for rolling out of Phase - II. Initially, the Bidder shall furnish CPG for a period of 1 year and renew the same before its expiry so as to keep it valid as required in this Contract. In case the time for Project gets enlarged by virtue of rolling out of Phase – II in whole or phased manner, the bidder shall get the validity of CPG extended to cover such enlarged time for completion. Failure to keep CPG valid as described above will entitle the Employer to invoke the CPG.

10.3 The CPG will be released to the bidder upon issue of Certificate of Acceptance by the Employer not later than 30 days following the date of Completion of the Bidder's performance obligations under the Contract or any extension thereof.

- 10.4 The CPG shall be invoked by the Employer Unit in case of improper execution of work/service/deficiency in service/non-compliance of any of the clause of the GCC by the Bidder in the way as will be specified in penalty clauses of the contract.
- 10.5 The Person-in-Charge shall not make a claim under the CPG except for amounts to which the Employer is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract) in the event of :
- a) Failure by the Bidder to extend the validity of the CPG as described hereinabove, in which event the Person-in-Charge may claim the full amount of the CPG.
 - b) Failure by the Bidder to pay the Employer any amount due, either as agreed by the Bidder or determined under any of the clauses/ conditions of the Contract, within 15 days of the service of notice to this effect by Person-in-Charge.
- 10.6 In the event of the Contract being determined or rescinded under provisions of any of the clause/condition of the Contract except under clause 12.2, the CPG shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

11. **COMPENSATION FOR DELAY**

If the Bidder fails to maintain the required progress in terms of the Contract or to complete the Work on or before the schedule date of completion of work under the Contract or extended date of completion or to provide services in terms of GCC clause 16, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation Rs. 1,000/- (Rupees One Thousand only) for every day or part thereof of delay. Provided always that the total amount of compensation for delay to be paid under this clause shall not exceed 10% of the Contract Price of the Project. The amount of compensation may be adjusted or set-off against any sum payable to the bidder under this or any other Contract with the Employer.

12. **WHEN CONTRACT CAN BE DETERMINED**

12.1. **Termination for default**

- 12.1.1 Subject to other provisions contained in this clause the Person-in-Charge may, without prejudice to his any other rights or remedy against the Bidder in respect of any delay in execution of work or providing any services, improper software, inferior service quality, any claims for damages and/ or any other provisions of this Contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the Contract in any of the following cases:
- a) If the Bidder, having been given by the Person-in-Charge a notice in writing to rectify, reconstruct or make good any defective Software or to ensure that the rejected Software comply with the standards specified in this Contract, fails to comply with the requirement of such notice for the period of 7 days thereafter.
 - b) If the Bidder has, without reasonable cause, suspended the progress of the Work/Project or has failed to proceed with the Work with due diligence so that in the opinion of the Person-in-Charge (which shall be final and binding) he will be unable to secure completion of the Work by the date for completion and continues to do so after a notice in writing of seven days from the Person-in-Charge.
 - c) If the Bidder fails to complete the Work within the stipulated date or items of Works with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Person-in-Charge.
 - d) If the Bidder fails or neglects to carry out his obligations and/or commits default in complying with and/or provide service in terms of GCC clause 16 and does not remedy it or take effective steps to remedy it within 2 (Two) days after a notice in writing is given to him in that behalf by the Person-in-Charge.
 - e) If the Bidder persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Person-in-Charge.
 - f) If the Bidder shall offer or give or agree to give to any person in the Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward

for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other Contract for the Employer.

- g) If the Bidder shall enter into a Contract with the Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Employer/Person-in-Charge.
- h) If the Bidder shall obtain a Contract with the Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- i) If the Bidder being a company shall pass a resolution or a Court shall make an order that the Bidder shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or a manager or which entitles the Court to make a winding up order.
- j) If the Bidder shall suffer an execution being levied on his Software and allow it to be continued for a period of 21 days.
- k) If the Bidder assigns, transfers, sublets or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire Project or any portion thereof without the prior written approval of Employer;
- l) If the Bidder fails to observe the requirements of any central or state statute or ordinance or other law or any regulation or by-law of any local central or state committee or other duly constituted authority which may be applicable including any such law, regulation or order passed or made or coming into force during the period of the Contract.
- m) If the Project is not started by the Bidder within 14 days of the stipulated time on his own accord.
- n) If the Bidder has otherwise acted in breach of the terms and conditions hereof and on his part to be paid observed and performed.

12.1.2 When the Bidder has made himself liable for action under any of the cases aforesaid, the Person-in-Charge, on behalf of the Employer, shall have powers :

- a) To determine the Contract as aforesaid (of which termination notice in writing to the Bidder under the hand of Person-in-Charge shall be conclusive evidence). Upon such determination, Contract Performance Guarantee under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
- b) If during the execution of the Work, after giving notice to the Bidder to measure up the Work of the Bidder and to take such whole, or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another Bidder to complete the Work. The Bidder, whose Contract is determined as above, shall not be allowed to participate in the tendering process for the balance Work.
- c) If after completion of Work and during providing Service in terms of this Contract, after giving notice to the Bidder to measure up the period and amount of Service provided by the Bidder and shall take the balance part of period and nature of Service as shall be remaining out of his hands and to give it to another Bidder for the balance period of Service. The Bidder, whose Contract is determined as above, shall not be allowed to participate in the tendering process for the remaining period of Service.

12.1.3 In the event of above courses being adopted by the Person-in-Charge, the Bidder shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the Project or the performance of the Contract. In case action is taken under any of the provision aforesaid, the Bidder shall not be entitled to recover or be paid any sum for any Service thereof or actually performed under this Contract unless and until the Person-in-Charge has certified in writing the performance of such Work/Service and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

12.2. Termination for Convenience

12.2.1. The Employer, at its sole discretion, by notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience and without assigning any reason. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

12.2.2. In the event of the Contract being so terminated, the Bidder shall take such steps as are necessary to bring the Project to an end, (including terminating any sub-contracts placed by the Bidder) in a cost effective, timely and orderly manner. The Employer shall pay the Bidder, after making appropriate deduction, in proportion to the work done / Service provided by the Bidder.

13. BIDDER LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 12

In any case in which any of the powers conferred upon the Person-in-Charge by clause 12 thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Bidder and the liability of the Bidder for compensation shall remain unaffected.

In the event of the Person-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the Bidder, take possession of (or at the sole discretion of the Person-in-Charge which shall be final and binding on the Bidder) use as on hire (the amount of the hire money being also in the final determination of the Person-in-Charge) all or any tools, equipments, materials and stores, hard disc, computer or software in or upon the place where the Works are being carried out belonging to the Bidder, or procured by the Bidder and intended to be used for the execution of the Project/ or any part thereof, paying or allowing for the same in account at the Contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Person-in-Charge, whose certificate thereof shall be final and binding on the Bidder, clerk or other authorized agent to remove such tools, plant, equipments, materials or stores from the premises (within a time to be specified in such notice). In the event of the Bidder failing to comply with any such requisition, the Person-in-Charge may remove them at the Bidder's expense or sell them by auction or private sale on account of the Bidder and his risk in all respects and the certificate of the Person-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Bidder.

14. TIME FOR EXECUTION

14.1. The time allowed for acquiring the Software (except the substituted Software as specified in GCC clause 15.5) is 1 month from the date of Letter of Intent of each Phase or such extended time in accordance with these conditions, shall be the essence of the Contract. The time allowed for installation of Software is 1 month thereafter i.e. 2 months from the date of issue of letter of intent. Installation of all Software shall have to be completed within 2 months from the date of issue of Letter of Intent. Commissioning of Software under this Contract shall be deemed to be complete only if condition as laid down in GCC clause 16 has been complied with. The Services shall be provided for a period of 3 years from the date of successful commissioning of all the Software under this Contract. The Project as a whole shall be for a combined period of execution of the Work and providing Services as provided above. Extension of time, if any for execution of the Work shall be fixed by the Employer. The execution of the Project shall commence from such time period as mentioned in the Letter of Intent. If the Bidder commits default in commencing the execution of the Project as aforesaid, the Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and CPG absolutely.

14.2 Extensions of Time

If at any time during performance of the Contract, the Bidder or its sub-bidders should encounter conditions impeding timely delivery of the Software or timely execution of work or timely completion of Services pursuant to this document, the Bidder shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Bidder's notice, the Employer shall evaluate the situation and may at its sole discretion extend the Bidder's time for performance and time for performance shall stand extended by such period.

14.3. Except in case of Force Majeure, as provided under GCC Clause 45, a delay by the Bidder in the timely delivery of the Software or timely execution of work or timely provision of Services shall render the Bidder liable for imposition of liquidated damages pursuant to GCC Clause 11.

15. **EXECUTION OF WORKS / TIME SCHEDULE**

- 15.1. Within 7 days of issuance of Letter of Intent, the Bidder shall execute the Contract with the Employer upon furnishing of Contract Performance Guarantee.
- 15.2. Within 2 months of issuance of Letter of Intent, the Bidder shall install software package/ execute data migration as applicable as mentioned in this Agreement at the offices of the Employer at Salt Lake and the respective ULBs or such other places as may be notified by the Employer in advance to the Bidder.
- 15.3. Within 7 (seven) days of the completion of the installation of the Software/ Data Migration, as may be applicable, the Bidder shall give notice of such completion to the Person-in-Charge and within 3 months of the receipt of such notice, the Person-in-Charge shall conduct a test to look into the viability of the system. The Employer may, at its sole discretion, require acceptance testing for new implementation. The Bidder must meet a standard of performance before acceptance. This Standard of Performance is also applicable to any additional, replacement or substitute Software or any Software that is modified by or with the written approval of the Employer after having been accepted. The acceptance testing should include security testing by agencies to be selected by the Employer.
- 15.4. The installation and commissioning will be considered as complete only after acceptance note by the Employer.
- 15.5. If, at any time during the Project, any error shall appear or arise in installation and commissioning of items at the ULBs, the Bidder, on being required so to do by the Person-in-Charge shall, at his own cost, rectify such error to the satisfaction of the Person-in-Charge. The checking by the Person-in-Charge shall not in any way relieve the Bidder of his responsibility for the correctness thereof.
- 15.6. If at any time it should appear to the Person-in-Charge that the actual progress of Work does not conform to the approved programme, the Bidder shall produce at the request of the Person-in-Charge, a revised programme showing modifications to the approved programme, necessary to ensure completion of the work within the time for completion stipulated in the Contract. The submission to and approval by the Person-in-Charge of such programme or the furnishing of such particulars shall not relieve the Bidder of any of his duties or responsibilities or obligations under the Contract. The Person-in-Charge shall have full power and authority during progress of work, to issue such instructions as may be necessary for the proper and adequate execution and maintenance of the Work. The Bidder shall carry out and be bound by the same.
- 15.7. The Bidder shall submit periodic Progress Reports including coloured progress as per the frequency and in the proforma laid down by the Person-in-Charge indicating the details of actual progress vis-à-vis planned progress of various components of work, for the period and up to end of the period, slippage if any, action proposed to be taken to pull back the arrears, statement showing extra and substituted items submitted by Bidder and of any other item stipulated by the Person-in-Charge.
- 15.8. The Bidder shall maintain Registers and Records in the format laid down by the Person-in-Charge. These Registers and Records shall be open for inspection by the Employer/ Person-in-Charge at all times. An important Register to be maintained is the Hindrance Register which will be an essential document for dealing with applications for extension of time by the Bidder.

16. **EXECUTION/PROVISION OF SERVICE**

- 16.1. The Contract shall provide comprehensive services for a period of 3 (three) years from the date successful implementation of e-governance software package under this contract. The Bidder shall perform the Services and carry out their obligations hereunder in accordance with generally acceptable professional standards with degree of high professional skill and sound practice and judgment which is normally exercised by recognized professional organisation with respect to services of similar nature and practices and shall observe sound management practices and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services provided under this Contract as faithful and diligent service provider to the Employer and shall at all times support and safeguard the legitimate interest of the Employer during providing Service to the Employer.

17. PAYMENT SCHEDULE

Table – 1:

Details of Items	Payment milestone	Payment schedule
i. Installation and Rolling out the software at each ULB	Successful installation at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
ii. Data Migration*	(Detailed payment schedule is given in table-2 below)	
iii. Integration with CDMC	Successful installation at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
iv. ULB level support for 6 months ** (Detailed plan to be submitted as per Table - 3 below)	(Detailed payment schedule is given in Table - 3 below)	
v. Regional support for 30 months	On completion of every 3 months	Equated quarterly amount of the quoted cost
vi. Central support for 36 months	On completion of every 3 months	Equated quarterly amount of the quoted cost

***Table – 2:**

Details of modules for each ULB	Payment milestone	Payment schedule
Birth / Death Registration System	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
School Information System	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Public Grievance & Redressal Module	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Health System	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Trade License (renewal and new) System	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Property Tax Management System	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Building Plan Approval System	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Financial and Accounting System	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Ward Wise Management Information System	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Infrastructure Management System	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
ULB Infrastructure	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Water Works Management System	Successful data migration at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB

****Table – 3:**

Details of modules for each ULB	Payment milestone	Payment schedule
Birth / Death Registration System	Successful starting at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
School Information System	Successful starting at each ULB	100% of the cost for 1

	with certificate from ULB and CMU	ULB
Public Grievance & Redressal Module	Successful starting at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Health System	Successful starting at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Trade License (renewal and new) System	Successful starting at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Property Tax Management System	Successful starting at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Building Plan Approval System	Successful starting at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Financial and Accounting System	Successful starting at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Ward Wise Management Information System	Successful starting at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Infrastructure Management System	Successful starting at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
ULB Infrastructure	Successful starting at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB
Water Works Management System	Successful starting at each ULB with certificate from ULB and CMU	100% of the cost for 1 ULB

18. TAXATION

- 18.1 The Bidder shall pay all taxes including sales tax, excise and customs duties and surcharge, service tax, E.S.I contribution, cess, levy, octroi, royalty etc. as the case may be payable in respect of all Works, Services, materials, equipment and other things required for the Contract.
- 18.2 The Bidder will be required to pay all taxes, duties levied by Central and/or State Government and/or local bodies on such part of his income in respect of the Contract as is chargeable therewith under the laws for the time being in force in India. It is further clarified that if in future any new taxes are imposed or any enhancement is made in the existing taxes in the same financial year in which the contract agreement with the Bidder is executed, then such new taxes or such enhancements as the case may be, shall be borne by the Bidder.
- 18.3 The Bidder shall be liable to pay income tax on the emoluments of his staff and also be liable to pay corporate taxes at the rate specified under the respective laws and regulations in India. In order that the Employer is kept informed about the Bidder's taxations liabilities and payment and in order that payments to the Bidder are not affected the Bidder has to provide, when required, certified copy a certificate from the Tax Department stating that the Bidder has paid the taxes to the satisfaction of the said Department or receipt confirming payment.
- 18.4 All staff employed locally by the Bidder or his sub-bidders, suppliers or agents will be subject to the regulations governing the payment of personal and other taxation. The Bidder shall be deemed to have allowed in his tender for any liabilities on his part in regard to this sub-clause.
- 18.5 With reference to sub-clauses of this clause, the Contract Price shall be based upon taxation provisions existing under the laws/regulations of India as applicable in West Bengal.

19. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK/SERVICE

- 19.1 If at any time after acceptance of the tender the Employer shall decide to abandon or reduce the scope of the Project for any reason whatsoever and hence not require the whole or any part of the Project to be carried out, the Person-in-Charge shall give notice in writing to that effect to the Bidder and the Bidder shall act accordingly in the matter. The Bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Project in full but which he did not derive in consequence of the foreclosure of the whole or part of the Project.

- 19.2 The Bidder shall be paid at Contract rates full amount for Works/Services executed till such date, in addition, a reasonable amount as certified by the Person-in-Charge which decision shall be final and binding on the Bidder, for the items which could not be utilized on the Service to the full extent in view of the foreclosure.

20. **SUSPENSION OF PROJECT/WORK**

- 20.1 The Bidder shall, on receipt of the order in writing of the Person-in-Charge, (whose decision shall be final and binding on the Bidder) suspend the progress of the Project or any part thereof for such time and in such manner as the Person-in-Charge may consider necessary so as not to cause any damage or injury to the Service already done or endanger the safety thereof for any of the following reasons :

a) on account of any default on the part of the Bidder or;

b) for proper execution of the Project or part thereof for reasons other than the default of the Bidder;

The Bidder shall, during such suspension, properly protect and secure the Project to the extent necessary and carry out the instruction given in that behalf by the Person-in-Charge.

- 20.2 If the suspension is ordered for reasons (b) in sub-para 20.1 above, the Bidder shall be entitled to an extension of completion time equal to the period of every such suspension (but no escalation of rates or other compensation).

Provided that the Bidder shall not be entitled to claim any compensation from the Employer for the loss suffered by him on account of delay by the Employer in the supply of materials in Schedule 'B' where such delay is covered by difficulties relating to acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Employer.

21. **ACTION IN CASE PROJECT NOT DONE AS PER SPECIFICATIONS**

- 21.1 All Work/Services/Related Services under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection and supervision of the Person-in-Charge, his authorized subordinates in charge of the Project and all the superior officers, officer of the Employer, and the Bidder shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Bidder, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Bidder's agent shall be considered to have the same force as if they had been given to the Bidder himself.

- 21.2 If it shall appear to the Person-in-Charge or his authorized subordinates in charge of the Service that any work/service has been executed/provided with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the Project which are deficient or of a quality inferior to that contracted or otherwise not in accordance with the Contract, the Bidder shall, on demand in writing which shall be made within 14 days of the completion of the Work from the Person-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and substituted the Work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of his failing to do so within a period specified by the Person-in-Charge in his demand aforesaid, then the Bidder shall be liable to compensate the Employer for this default.

22. **ENSURING PAYMENT AND AMENITIES TO THE EMPLOYEES IF BIDDER FAILS**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Employer is obliged to pay any amounts of wages to a Workman/employee employed by the Bidder in execution of the Project, the Employer will recover from the Bidder the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by the Employer to the Bidder whether under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the Bidder and upon his giving to the Employer full security for all costs for which the Employer might become liable in contesting such claim.

23. **BIDDER SHALL COMPLY WITH ALL LABOUR LAWS AND OTHER STATUTES**

23.1 The Bidder shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, Bidder's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws prescribed by the governmental authorities and the rules and regulations made thereunder from time to time.

23.2 Any failure to fulfill these requirements shall attract the penal provisions of this Contract arising out of the resultant non-execution of the Project.

23.3 The Bidder shall pay compensation for loss or damage suffered in consequence of any accident or injury or disease resulting from his Service to any workman or other person in the employment of the Bidder or any sub-bidder in accordance with the laws in force from time to time for the protection of workers in industrial undertakings and any modifications thereof which may be put in force by the Government during the continuance of the Contract. The Bidder shall keep the Employer indemnified in this respect.

24. **COMPLIANCE WITH INSTRUCTIONS ON REMOVAL FROM OF UNDESIRABLE PERSON**

In the event any of the Personnel is found by the Employer to be incompetent, guilty of misbehavior or incapable in discharging the assigned responsibilities, the Employer may request the Bidder, at the expense of the Bidder, to forthwith dismiss or remove such person or persons and provide a replacement with suitable qualifications and experience acceptable to the Employer and Bidder shall forthwith comply with such request and provide such replacement.

25. **CONTRACT NOT TO BE ASSIGN OR SUBLET; ACTION IN CASE OF INSOLVENCY & ILLEGAL GRATIFICATION**

The Contract, without written permission from the Employer, shall not be assigned or sublet. If the Bidder shall assign or sublet his Contract, or attempt to do so, without prior written permission of the Employer or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Bidder, or any of his servants or agent to any public officer or person in the employ of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the Contract, the Person-in-Charge on behalf of the Employer shall have power to adopt the course specified in clause 12 hereof in the interest of the Employer and in the event of such course being adopted the consequences specified in the said clause 12 shall ensue.

26. **EXECUTION OF PROJECT UNDER THE DIRECTION OF THE PERSON-IN-CHARGE**

All Works and Services to be executed under the Contract shall be executed under the direction and subject to the approval in all respects of the Person-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on. The Person-in-Charge or his authorized person may in turn decide to appoint a Single Point Coordinator (SPC) for the project.

31. **SETTLEMENT OF DISPUTES & ARBITRATION**

31.1. **Dispute Resolution by Negotiation**

All questions and disputes arising out of this Contract or regarding the interpretation or meaning of the terms hereof or the rights or entitlements of the parties and any other dispute or whatsoever nature arising out of or in the connection with this agreement, shall at the first instance be sought to be amicably settled between the Employer and the Bidder or officials designated by them.

31.2 **Arbitration**

Any dispute aforesaid which cannot be settled by negotiation shall finally be settled by a binding arbitration in Kolkata only pursuant to the Arbitration and Conciliation Act, 1996. The Secretary, Municipal Affairs Department, Government of West Bengal shall appoint the Sole Arbitrator. The parties specifically agree to be bound by the decisions rendered by the Sole Arbitrator and agree not to submit a dispute to any Court except as may be necessary to enforce the arbitration procedures of this clause or to enforce the decision rendered by the Sole Arbitrator or as permitted in law. The proceedings shall

be conducted in English. The language of the proceedings and the Award shall be in English. Each party will pay its own costs.

31.3. **No suspension of Work/Service**

The obligations of the Employer and the Bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of Project. The Bidder shall not be entitled to suspend the Work/Services on account of conciliation/arbitration.

32. **BIDDER TO INDEMNIFY THE EMPLOYER AGAINST INTELLECTUAL PROPERTY RIGHTS**

32.1. The Bidder shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of the installation of the Software by the Bidder or the use of the Software.

32.2. Such indemnity shall not cover any use of the Software or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract

32.3. If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC sub-clause 32.1, the Employer shall promptly give the Bidder a notice thereof, and the Bidder may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

32.4. If the Bidder fails to notify the Employer within 7 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.

32.5. The Employer shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.

32.6. The Employer shall indemnify and hold harmless the Bidder and its employees, officers, and subbidders from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

33. **CONFIDENTIAL INFORMATION**

33.1. The Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the Employer hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Bidder may furnish to its subbidder such documents, data, and other information it receives from the Employer to the extent required for the subbidder to perform its Service under the Contract, in which event the Bidder shall obtain from such subbidder an undertaking of confidentiality similar to that imposed on the Bidder under this Clause.

33.2. The Bidder shall not use such documents, data, and other information received from the Employer for any purpose other than the design, procurement, or other Work and services required for the performance of the Contract.

33.3. The obligation of the Bidder, however, shall not apply to information that:

- a) now or hereafter enters the public domain through no fault of it;
- b) can be proven to have been possessed by the Bidder at the time of disclosure and which was not previously obtained, directly or indirectly, from the Employer; or
- c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

33.4. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

33.5. The provisions shall survive completion or termination, for whatever reason, of the Contract.

34. SPECIFICATIONS AND STANDARDS

The bidder shall ensure that the Software and Related Services comply with the technical specifications and other provisions of the Contract. The bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer. The Software and Related Services supplied under this Contract shall conform to the standards mentioned in Section D of the Tender Documents and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the standards of similar projects in India.

37. WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM BIDDER

37.1. Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the bidder, the Person-in-Charge or the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the CPG or other security, if any deposited by the bidder and for the purpose aforesaid, the Person-in-Charge or the Employer shall be entitled to withhold the CPG or other security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the CPG being insufficient to cover the claimed amount or amounts or if no CPG has been taken from the bidder, the Person-in-Charge or the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the bidder under the same Contract or any other Contract with the Person-in-Charge of the Employer or any contracting person through the Person-in-Charge pending finalisation of adjudication of any such claim.

37.2. It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred by the Person-in-Charge or the Employer will be kept withheld or retained as such by the Person-in-Charge or the Employer till the claim arising out of or under the Contract is determined by an Arbitrator and that the bidder will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Bidder.

37.3. The Employer shall have the right to cause an audit and technical examination of the Works and Services and the final bills of the Bidder including supporting vouchers, abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any Service done by the Bidder under the Contract or any Service claimed to have been done by him under the Contract and found not to have been executed, the Bidder shall be liable to refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible; and if it is found that the Bidder was paid less than what was due to him under the Contract in respect of any Service executed by him under it, the amount of such under payment shall be duly paid by the Employer to the Bidder, without any interest thereon whatsoever.

38. LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

38.1. Any sum of money due and payable to the Bidder (including the CPG returnable to him) under the Contract may be withheld or retained by way of lien by the Person-in-Charge or the Employer or any other contracting person or persons through the Person-in-Charge against any claim of the Person-in-Charge or the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Bidder with the Person-in-Charge or the Employer or with such other person or persons.

38.2. It is an agreed term of the Contract that the sum of money so withheld or retained under this clause by the Person-in-Charge or the Employer will be kept withheld or retained as such by the Person-in-Charge or the Employer till his claim arising out of the same Contract or any other Contract is either mutually settled or determined in arbitration and that the Bidder shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Bidder.

39. **EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES**

- 39.1. The Bidder shall provide all necessary superintendence during execution of the Project and as long thereafter as may be necessary for proper fulfilling of the obligations under the Contract more fully and particularly described in Part A of Section D of the Tender Documents.
- 39.2. If the Person-in-Charge, whose decision in this respect is final and binding on the Bidder, is convinced that no such technical representative is/are effectively appointed or is/ are effectively attending or fulfilling the provision of this clause, the said Person-in-Charge may suspend the execution of the Project till the cause of imposing such suspension as mentioned in the above is remedied or rectified. Further if the Bidder fails to appoint a suitable principal / deputy technical representative or other technical representative and if such appointed persons are not effectively present or are absent by more than 2 days without duly approved substitutes or do not discharge their responsibilities satisfactorily, the Person-in-Charge shall have full powers to suspend the execution of the Project until such date as another suitable technical representative is/are appointed and the Bidder shall be held responsible for the delay so caused to the Service. The Bidder shall submit a certificate of employment of the technical representative (s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Person-in-Charge.
- 39.3. The Bidder shall obtain prior written consent from the Employer before any change or addition to the list of personnel provided at the time of submission of bid in terms of clause 6 of Part A of Section D.
- 39.4. The Employer requires that the Bidder and its personnel maintain a high standard of conduct when carrying out their functions under this Contract. The Bidder will take prompt action to address incidents involving conduct that does not live up to these standards, which may also require in replacement of any individual expert, consultant or contractual staff as required by the Employer.

40 **BIDDER'S GENERAL RESPONSIBILITIES**

- 40.1 The Bidder shall, subject to the provisions of the Contract and with due care and diligence, execute and maintain the Project and provide all labour, including the supervision thereof, materials, and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- 40.2 The Bidder shall carry out all the works and Services strictly in accordance with the drawings, details and instructions of the Person-in-Charge. In the opinion of the Person-in-Charge if any changes are to be made, the same shall be intimated in writing to the Bidder and the Bidder shall carry out the same. The Person-in-Charge's decision in this regard shall be final and not open to arbitration.

41. **GIVING NOTICES AND PAYMENT OF FEES**

This Contract shall, in all respects, be construed and operated as an Indian Contract and shall be subject to Indian laws in force from time to time. The Bidder shall conform to all laws of the land and the regulations and bye-laws applicable to such Contract. The Bidder shall give all notices required by the said acts, regulations or bye-laws and pay all fees in connection therewith. The Bidder shall protect and indemnify the Employer against all claims or liabilities arising from his actions in violation of such laws, ordinances, regulations and bye- laws by him.

42. **COMPLIANCE WITH STATUTES, REGULATIONS, ETC.**

The Bidder shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- a) any national or state statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Project and the remedying of any defects therein, and
- b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Project,

and the Bidder shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Project to proceed.

43. **LAW GOVERNING THE CONTRACT**

The Contract shall be governed by the law for the time being in force in the Republic of India.

44. COURT JURISDICTION

Courts at Kolkata shall alone, to the exclusion of all other Courts, have exclusive jurisdiction over all matters between the parties arising out of the Contract or relating thereto.

45. FORCE MAJEURE

45.1. The Bidder shall not be liable for forfeiture of its CPG, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure provide a notice in writing thereof has been given to the Employer in terms clause 45.3 of the GCC.

45.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

45.3. If a Force Majeure situation arises, the Bidder shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

46. DAMAGE TO PERSONS AND PROPERTY - EMPLOYER TO BE INDEMNIFIED

The Bidder shall indemnify the Employer against all losses and claims in respect of death of or injuries to any person or loss or damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the Works or Services or remedying of any defects therein and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

47. INDEMNITY AGAINST ALL ACTIONS OF BIDDER

The Bidder shall hold and save harmless and indemnify the Employer from all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Employer and their employees by reason of any act or omission of the Bidder and/or his representative and/or his employees and/or his Sub-Bidders in the execution of the Project or in the guarding of the same. All sums payable by the Employer by way of compensation under any of these conditions, shall be recovered from the dues of the Bidder, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

ANNEXURE 'A' (Refer to clause 10.1 of Section I)

Form of Contract Performance Security Bank Guarantee

In consideration of the Employer having agreed under the terms and conditions of Agreement No dated made between (hereinafter called the said Employer) and (hereinafter called "the Bidder(s)") for the Project(hereinafter called the said Agreement") the Bidder having agreed to production of a irrevocable bank guarantee for Rs.-/- (Rupees only) as a security/guarantee for compliance of its obligations in accordance with the terms and conditions in the said Agreement,

1. We (hereinafter referred to as " the Bank" (indicate the Name of the Bank) hereby undertake to pay to the Employer an amount not exceeding Rs.-/- (Rupeesonly) on demand by the Employer.

2. We do hereby undertake to pay the Change Management Unit, Kolkata Urban Services For The Poor, amounts due and payable under this guarantee without any demur, merely on a demand from the Employer by stating that the amount claimed is required to meet the obligations of the Contract or the recoveries due or likely to be due from the said Bidder(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....-/- (Rupeesonly).

3. We, the said Bank further undertake to pay to the Employer any money so demanded not withstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liabilities under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Person-in-Charge on behalf of the Employer certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Bidder (s) and accordingly discharges this guarantee.

5. We further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Bidder (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Bidder (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder (s) or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Bidder (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder (s).

7. This guarantee will neither be cancelled nor revoked by the Bank without the written authorization of the beneficiary, the Employer. For this purpose the beneficiary would inform the Bank of their authorized signatories together with the specimen signatures.

8. Words used but not defined herein shall have the same meaning as ascribed to the same in the Agreement with the Employer.

9. This guarantee shall be valid up to unless extended on demand by the Employer. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the day of