

Corrigendum – 1 for ‘Request for Proposal for Selection of CAG empanelled Chartered Accountant Firms for Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations/Councils /Committees of all Six Clusters (Ambala, Faridabad, Gurugram, Hisar, Karnal and Rohtak) of HARYANA’.

DATE CHANGE NOTIFICATIONS:

Sr. No.	RFP Document / Corrigendum Reference (s)	Content of RFP / Corrigendum	Points of Clarification
1	Page No. 12 , RFP for Selection of CAG empanelled Chartered Accountant Firms for Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations / Councils / Committees of all Six Clusters (Ambala, Faridabad, Gurugram, Hisar, Karnal, Rohtak) of HARYANA, Volume-1, Point No. 10 of Proposal Datasheet.	Last date and time for submission (receipt) of proposals in response to RFP notice: 03/05/2021 @ 01:00 PM	Last date and time (deadline) for receipt of proposals in response to RFP notice: 18/05/2021 @ 01:00 PM
2	Page No. 12 , RFP for Selection of CAG empanelled Chartered Accountant Firms for Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations / Councils / Committees of all Six Clusters (Ambala, Faridabad, Gurugram, Hisar, Karnal, Rohtak) of HARYANA Volume-1, Point No. 11 of Proposal Datasheet.	Last Date for Sale of Tender: 03/05/2021 @ 11:00 AM (at e-Tendering Portal: https://etenders.hry.nic.in)	Last Date for Sale of Tender: 18/05/2021 @ 1:00 PM (at e-Tendering Portal: https://etenders.hry.nic.in)
3	Page No. 12 , RFP for Selection of CAG empanelled Chartered Accountant Firms for Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations / Councils / Committees of all Six Clusters (Ambala, Faridabad, Gurugram, Hisar, Karnal, Rohtak) of HARYANA Volume-1, Point No. 12 of Proposal Datasheet.	Date, time and venue of opening of Technical Proposals received in response to the RFP notice: 03/05/2021 @ 02:30 PM Venue: Conference Hall, Directorate of Urban Local Bodies, Haryana, Bays 11-14, Sector-4, Panchkula 0172-2570020, 2570119	Date, time and venue of opening of Technical Proposals received in response to the RFP notice: 18/05/2021 @ 02:30 PM Venue: Conference Hall, Directorate of Urban Local Bodies, Haryana, Bays 11-14, Sector-4, Panchkula 0172-2570020, 2570119

OFFICE OF THE MUNICIPAL CORPORATION PANCHKULA

TENDER NOTICE INVITING E-TENDERS

No.: IT/DULB/2021/142

Date: 31.03.2021

E – TENDER NOTICE

Directorate of Urban Local Bodies, Haryana invites proposal for Selection of CAG empanelled Chartered Accountant Firms Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations/Councils/Committees of Haryana through e-tendering portal <https://etenders.hry.nic.in> as per the schedule given below.

Name of Work	Bid Document Fee+ e- Service fee in (Rs.)	EMD in (Rs.)	Online sale of Bid Document	Last date of Submission of bid	Manual Submission of documents	Date of Opening of Technical Proposal
Request for proposal for Selection of CAG empanelled Chartered Accountant Firms Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations/Councils/Committees of Ambala Cluster of Haryana	5,000/- + 1,180/- (1000 + GST)	2,50,000/-	Start Date: 02/04/2021 at 0900 Hrs End Date: 03.05.2021 at 1100 Hrs	03.05.2021 at 1300 Hrs	03.05.2021 till 1430 Hrs	03.05.2021 at 1430 Hrs
Request for proposal for Selection of CAG empanelled Chartered Accountant Firms Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations/Councils/Committees of Karnal Cluster of Haryana	5,000/- + 1,180/- (1000 + GST)	2,50,000/-	Start Date: 02/04/2021 at 0900 Hrs End Date: 03.05.2021 at 1100 Hrs	03.05.2021 at 1300 Hrs	03.05.2021 till 1430 Hrs	03.05.2021 at 1430 Hrs
Request for proposal for Selection of CAG empanelled Chartered Accountant Firms Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations/Councils/Committees of Hisar Cluster of Haryana	5,000/- + 1,180/- (1000 + GST)	2,50,000/-	Start Date: 02/04/2021 at 0900 Hrs End Date: 03.05.2021 at 1100 Hrs	03.05.2021 at 1300 Hrs	03.05.2021 till 1430 Hrs	03.05.2021 at 1430 Hrs
Request for proposal for Selection of CAG empanelled Chartered Accountant Firms Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations/Councils/Committees of Rohtak Cluster of Haryana	5,000/- + 1,180/- (1000 + GST)	2,50,000/-	Start Date: 02/04/2021 at 0900 Hrs End Date: 03.05.2021 at 1100 Hrs	03.05.2021 at 1300 Hrs	03.05.2021 till 1430 Hrs	03.05.2021 at 1430 Hrs
Request for proposal for Selection of CAG empanelled Chartered Accountant Firms Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations/Councils/Committees of Faridabad Cluster of Haryana	5,000/- + 1,180/- (1000 + GST)	2,50,000/-	Start Date: 02/04/2021 at 0900 Hrs End Date: 03.05.2021 at 1100 Hrs	03.05.2021 at 1300 Hrs	03.05.2021 till 1430 Hrs	03.05.2021 at 1430 Hrs
Request for proposal for Selection of CAG empanelled Chartered Accountant Firms Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations/Councils/Committees of Gurugram Cluster of Haryana	5,000/- + 1,180/- (1000 + GST)	2,50,000/-	Start Date: 02/04/2021 at 0900 Hrs End Date: 03.05.2021 at 1100 Hrs	03.05.2021 at 1300 Hrs	03.05.2021 till 1430 Hrs	03.05.2021 at 1430 Hrs

Chief Engineer-II

for Director, Urban Local Bodies,

Haryana, Panchkula

Signature Not Verified

Digitally signed by Ankit Lohan

Date: 2021.04.01 17:12:41 IST

Location: Haryana-HR



GOVERNMENT OF HARYANA
DIRECTORATE OF URBAN LOCAL BODIES

Request for proposal for Selection of CAG empanelled Chartered Accountant Firms for Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations/Councils /Committees of Hisar Cluster of HARYANA.

Request for Proposal

NIT No.1/REFORM(ABDEAS)/IT/DULB/2021	02/04/2021
Sale/Download of RFP document	02/04/2021 to 03/05/2021
Pre-Bid Meeting	09/04/2021
Submission of Proposal document	02/04/2021 to 03/05/2021
Opening of Proposals	03/05/2021

Volume I: Instruction to the Bidders (Structure of Proposal & Bid Process Specifications)

Released by

Directorate of Urban Local Bodies, Haryana

Bays 11-14, Sector-4, Panchkula, Haryana

Phone: 0172-2560075

Fax No. 0172- 2570021 E-Mail: itcell-ulb@hry.gov.in,

Website: www.ulbharyana.gov.in

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Disclaimer

1. This Request for Proposal ("RFP") is issued by Directorate of Urban Local Bodies, Haryana (DULB).
2. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the DULB (the Client) or any of its employees or advisors, is provided to Bidders, on the terms and conditions set out in this RFP.
3. This RFP is not a Contract and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals in pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Client, its employees and advisers make no representation or warrants and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

5. The Client also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any applicant upon the statements contained in this RFP.
6. The Client may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for this project and the Client reserves the right to reject all or any of the proposals, without assigning any reason whatsoever.
7. DULB or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.
8. The RFP Document does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. The RFP Document is not intended to provide the basis for any investment decision and each Bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the Project. No person has been authorized by DULB to give any information or to make any representation not contained in the RFP Document.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation and expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder, in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

Invitation to Proposal

Directorate of Urban Local Bodies, Haryana (DULB) hereby invites Proposals from reputed, competent and professional CA Firms, who meet the minimum eligibility criteria as specified in this bidding document for Implementation of accrual based double entry accounting systems in all the Municipal Corporations / Councils / Committees of Hisar Cluster of Haryana within the scope mentioned in the Volume II – Scope of Work including Functional Specification of the RFP. The complete bidding document shall be published on <https://www.etenders.hry.nic.in>. for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee online.

Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

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Proposal – Datasheet

SL. No.	Information	Details
1.	RFP Issuing Authority	Directorate of Urban Local Bodies, Haryana
2.	RFP Issue Date and Time	02/04/2021 @ 09:00 AM
3.	Availability of RFP documents	The RFP can be downloaded from the e-Tendering Website https://www.etenders.hry.nic.in
4.	Non- Refundable Tender Fee	INR 5,000/- (Indian Rupees Five thousand only) to be paid at e-Tendering Portal The scan of the receipt of Tender Fee is to be uploaded as part of the Technical Proposal.
5.	Non- Refundable e-Service Charges	INR 1,180/- (INR One thousand One hundred and Eighty only) to be paid at e-Tendering Portal https://etenders.hry.nic.in The scan of the receipt of e-Service Charges is to be uploaded as part of the Technical Proposal.
6.	Earnest Money Deposit (EMD)	INR 2,50,000/- by Bank Guarantee as per format provided in this volume of RFP. The scan of the EMD is to be uploaded as part of the Technical Proposal. Original EMD to be submitted to the Directorate of Urban Local Bodies, Haryana office before 03/05/2021 @ 02:30PM
7.	Last date and time for submission of queries for clarifications	08/04/2021 @ 5:00 PM Only through email to itcell-ulb@hry.gov.in Queries for Clarifications sent through any other medium shall not be considered.
8.	Date, time and venue of pre-bid meeting	09/04/2021 @ 12:00 Noon Venue: Conference Hall, Directorate of Urban Local Bodies, Bays 11-14, Sec-4, Panchkula, Haryana and on Video Conferencing through Microsoft teams link below after the table.
9.	Posting of responses to queries by DULB (on website)	Only on https://www.etenders.hry.nic.in

SL. No.	Information	Details
10.	Last date and time for submission of proposals in response to RFP notice	03/05/2021 @ 01:00 PM only through e-tender system
11.	Last Date for Sale of Tender	03/05/2021 @ 11:00 AM (at e-Tendering Portal: https://etenders.hry.nic.in)
12.	Date, time and venue of opening of Technical Proposals received in response to the RFP notice	03/05/2021 @ 02:30PM Venue: Conference Hall, Directorate of Urban Local Bodies office, Haryana, Bays 11-14, Sector-4, Panchkula, Haryana – 134112.
13.	Place, time and date of opening of Financial Proposals received in response to the RFP notice	To be intimated to technical qualified bidders later
14.	Language	Proposals and all the supporting (i.e. work order/ agreement/ certificate) should be submitted in English only. (If supporting in other than English, bidder must submit the self-certified copy of all the related documents translated in English along with copy of original work order/ agreement/ certificate).
15.	Power of Attorney	Bidder must submit original hard copy of Power of Attorney to the Directorate of Urban Local Bodies, Haryana office before 03/05/2021 @ 02:30PM
16.	Name and address for communication, seeking clarifications and submission of proposal	For clarification and communication purposes Bidder make contact: Chief Engineer -II (Information Technology), Directorate of Urban Local Bodies, Haryana, Bays 11-14, Sector-4, Panchkula 0172-2560075 e-mail: itcell-ulb@hry.gov.in

SL. No.	Information	Details
17.	Bid validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bid.
18.	Method of Selection	The method of selection is Least Cost Method (L1) Note: Bidder with minimum 70% marks in technical qualification shall be consider under financial qualification
19.	Certificate issued by Chartered Accountant as supporting to Proposal	All certificate(s) issued by Chartered Accountant as supporting documents in the Bidder proposal should contain Unique Document Identification Number (UDIN).

VC Link for Prebid Meeting on 09/04/2021 @ 12:00 Noon:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmM5MDNiYTUtYmY0Yy00Mzk3LTk3YzEtOTUxMzUyMDQ4Yzhi%40thead.v2/0?context=%7b%22Tid%22%3a%22086de253-fb21-416f-9478-e4d3e73a5639%22%2c%22Oid%22%3a%227f64d211-8871-4acc-98b9-6512fdeb08cf%22%7d

Definitions / Acronyms

SL. No.	Term / Acronyms	Description
1.	ABDEAS	Accrual Based Double Entry Accounting Systems
2.	Bid	Offer by the Bidder to fulfil the requirement of the client for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
3.	Bidder	The Bidder must be Partnership Firm/ LLP/ Sole Proprietorship who has the capabilities to deliver the entire scope of work as specified in the RFP
4.	BG	Bank Guarantee
5.	CAG	Comptroller and Auditor General of India, an authority which is established under Article 148 of the constitution of India.
6.	CA Firms	Chartered Accountant Firms within the meaning of Chartered Accountant Act 1949.
7.	DEAS	Double Entry Accounting System
8.	Deliverables	Services agreed to be delivered by the Bidder in pursuance of the Master Service Agreement as defined more elaborately in the RFP for implementation of Accrual based double entry accounting systems across the Urban Local Bodies of Hisar Cluster of Haryana
9.	DULB	Directorate of Urban Local Bodies, Haryana
10.	Effective Date	The date on which the Contract Agreement for this RFP comes into effect
11.	EMD	Earnest Money Deposit
12.	e-Procurement portal	Means the Government of Haryana electronic tendering system listed at https://www.etenders.hry.nic.in
13.	GoH	Government of Haryana
14.	HMAC	Haryana Municipal Accounts Code

SL. No.	Term / Acronyms	Description
15.	HO	Head Office
16.	ICAI	The Institute of Chartered Accountants of India
17.	LCS	Least Cost Selection
18.	LOI	Letter of Intent
19.	LOA	Letter of Award
20.	MoU	Memorandum of Understanding
21.	MSA	Master Service Agreement
22.	NMAM	National Municipal Accounts Manual
23.	Non-Compliance	Means failure / refusal to comply with the terms and conditions of the RFP
24.	Non-responsive	Means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given forms / proforma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee/ EMD/ PoA
25.	PBG	Performance Bank Guarantee
26.	PSU	Public Sector Undertaking
27.	POA	Power of Attorney
28.	RFP	Request for Proposal issued bearing reference No. and dated issued by the DULB
29.	Service Level	The level of service and other performance criteria which shall apply to the Services and as set out in the Service Level Agreement (SLA);
30.	SLA	Service Level Agreement; Performance and Maintenance SLA executed as part of this Master Service Agreement;

SL. No.	Term / Acronyms	Description
31.	SOP	Standard Operating Procedure
32.	Successful Bidder	The bidder who is qualified & successful in the bidding process and is awarded the work
33.	Selected Agency	means the consulting firm selected by the Client to provide the Services under this Agreement and is described in the recitals of this Agreement
34.	ULB	ULB means Urban Local Bodies that includes Municipal Corporations/ Municipal Councils/ Municipal Committees.

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SECTION – 1: **INTRODUCTION**

1. Introduction

1.1. About Directorate of Urban Local Bodies, Haryana

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

The Directorate of Urban Local Bodies is headquartered at Panchkula, Haryana and the Municipal Corporations, Councils and the Committees are located across Haryana. At present, there are 11 Municipal Corporations, 21 Municipal Councils and 57 Municipal Committees in the state which are headed by Municipal Commissioners and Executive officer depending on the categories of ULBs.

1.2. Project Background

1. Most ULBs in the Haryana, in present scenario maintaining books of accounts on cash based Single Entry Accounting System, which is based on the Haryana Account Code, 1930. For preparing the financial statements and reporting, ULBs are need to maintain the various records such as Cash Book, Register of Deposits, Register of Tools, Equipments, Plants and Liabilities payable etc. However, in practice, it is observed that many of these records are not updated by ULBs on regular basis & thus available data at any point of time is insufficient to arrive at actual financial position of ULBs. Accounting and financial reporting in ULBs needs to be strengthened and modernized urgently. ULBs are required to follow the Accrual Based Double Entry Accounting system as prescribed by Directorate of Urban Local Bodies, Haryana.

The Directorate of Urban Local Bodies expects that it would substantially enhance capacity of ULBs in Accounting and Financial reporting.

2. The 74th Constitutional Amendment Act, 1992 (CAA) gave constitutional status to ULBs in India and empowered them to function as local self-governments to provide good urban governance. One of the many facets of improved good urban governance is maintaining of complete set of accounting records to ensure

accountability and transparency in all government functions. This necessitates all ULB to convert their existing accounting and financial management system to such methods which have wide acceptance.

Adoption & implementation of ABDEAS would enable ULB in:

- Right decisions, which leads to efficiency,
 - Increased transparency & accountability in utilization of public fund,
 - Standard system used by business and other organization to record financial transactions
 - The accrual method of accounting, is a complete accounting system and focuses on the income statement and balance sheet
 - Income and Expenditure present their Income and Expense for an accounting period and Balance Sheet gives financial position of an ULB as at a given date, which exhibits its assets, liabilities, capital, reserve and other account balances at their respective book values.
 - Accrual **method** or **basis** of accounting records income in the period earned and records expenses and capital expenditures such as buildings, land, equipment, and vehicles in the period incurred. The purpose is to properly match income and expenses in the correct period.
 - ULBs can play their role effectively leading to better service delivery to the citizens.
3. Accrual based Double Entry Accounting Reform is a mandatory reform of Gol flagship programmes, and is one of the conditions stipulated by the 13, 14 & 15 Finance Commission and AMRUT etc. Government of Haryana now envisions the adoption of Accrual Based Double Entry Accounting Reform in all ULBs of the state.

1.3. Structure of RFP

Directorate of Urban Local Bodies, Haryana invites online bids from eligible parties (hereafter referred as “Bidders”) for implementation of accrual based double entry accounting system in all the Municipal Corporations / Councils / Committees of Hisar Cluster.

This Request for Proposal (RFP) document comprises of the following three volumes:

- **RFP Volume 1:** Instruction to the Bidders - Structure of Proposal & Bid Process Specifications

Volume I detail the instructions with respect to the bid process management, technical evaluation framework, and the technical and financial forms.

- **RFP Volume II: Scope of Work**

Volume II of the RFP provides information regarding the scope of work including business requirements, services to be covered and corresponding documentation, scope of work for the selected bidder.

- **RFP Volume III: Master Service Agreement**

Volume III contains the Service Level Agreements, contractual, legal terms & conditions applicable for the proposed engagement.

The bidders are expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating bidders' suitability to be selected. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidders risk and may result in rejection of the proposal.

SECTION – 2:
INSTRUCTIONS TO BIDDERS

2. Instructions to Bidders

2.1. General

- i. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications for the implementation of project, but bidders may form their own conclusions about the solution needed to meet the requirements as per the scope and change management of this RFP.
- ii. All information supplied by the successful bidder may be treated as contractually binding on the bidder after successful award of the assignment is made on the basis of this RFP.
- iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of DULB. DULB may cancel this public procurement at any time prior to a formal written agreement being executed by or on behalf of DULB.
- iv. This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
- v. DULB invites proposals (“Bids”) to this Request for Proposal (“RFP”) from prospective bidders for “Selection of CAG Empanelled CA Firms for implementation of accrual based double entry accounting system with handholding support for all the Municipal Corporations / Councils / Committees of Hisar Cluster” as described in the Scope of work in Volume - II of this RFP.
- vi. The tenure of the contract of the successful bidders shall be as per defined Scope of work in Volume - II of this RFP.
- vii. Physical submission of the documents (as required for fulfilling conditions of RFP) must be received not later than time, date and venue mentioned in the Proposal Data Sheet. Documents that are received late **SHALL NOT** be considered in this procurement process.
- viii. Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

2.2. Pre – Qualification Criteria

#	Minimum Eligibility Criteria	Minimum Eligibility Criteria description	Supporting Document
1.	Bidder's Profile	The Bidder must be a Chartered Accountant Firm registered with ICAI and operational in India since last 5 (Five) years from the date of publish of this RFP and must remain operational thereafter.	Copy of ICAI Registration Certificate.
2.	Legal Entity	I. The Bidder must be registered under the Limited Liability Partnership Act, 2008/ The Indian Partnership Act, 1932 / as amended/Sole Proprietor II. The Bidder must be active CAG empanelled	I. Copy of Certificate of Incorporation/ Partnership Deed/ Registration Certificate. II. Copy of CAG Empanelment letter (valid as on the date of submission)
3.	Valid Goods and Service Tax Registration	The Bidder must be registered with the Goods and Service Tax (GST) Authorities.	Valid Goods and Service Tax (GST) Registration Certificate
4.	Blacklisting by Govt.	The Bidder must not be under a declaration of ineligibility/ banned /blacklisted by any State or Central Government/ any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of bid submission.	The Bidder must submit an affidavit/ self-certificate to this effect signed by authorized signatory as mentioned in the RFP
5.	Financial Turnover	Average Annual sales turnover of Bidder generated from services related to consultancy for last three financial years (FY 2017-18, FY 2018-19 and FY 2019-20), should be at least INR 50 Lakhs. NOTE: For this criterion, standalone turnover of only the bidding entity will be considered. Turnover of any parent,	<ul style="list-style-type: none"> Audited financial statements / extracts from the audited balance sheet and profit and loss statements for the last three financial years audited (FY 2017-18, FY 2018-19 and FY 2019-20) and

#	Minimum Eligibility Criteria	Minimum Eligibility Criteria description	Supporting Document
		subsidiary, associated or other related entity will not be considered.	<ul style="list-style-type: none"> Certificate from Statutory Auditor/ Chartered Accountant on turnover for the last three financial years.
6.	Net Worth	The Net Worth / Cash flow of Bidder must be positive during last three financial years (FY 2017-18, FY 2018-19 and FY 2019-20).	Certificate from the statutory auditor/ Chartered Accountant of Bidder for the last three financial years (FY 2017-18, FY 2018-19 and FY 2019-20)
7.	7 (a) Experience in implementing similar projects	<p>The Bidder must have successfully completed, or ongoing projects at least the following number/(s) of project(s) for implementation of accrual based double entry accounting systems of value specified herein:</p> <ul style="list-style-type: none"> - One project of implementation of ABDEAS not less than the amount INR 40 Lakhs <p>OR,</p> <ul style="list-style-type: none"> - Two projects of implementation of ABDEAS not less than the amount equal to INR 25 Lakhs each <p>OR,</p> <ul style="list-style-type: none"> - Three projects of implementation of ABDEAS not less than the amount equal to INR 20 Lakhs each. 	<p>For Completed Projects:</p> <p>Work Order/ Contract Agreement + Completion Certificates from the client</p> <p>OR</p> <p>Work order/ Contract Agreement + Self certificate of completion & receipt of payment from client (Certificate by the statutory auditor/ chartered accountant);</p> <p>For Ongoing Projects</p> <ul style="list-style-type: none"> • Work Order/ Contract Agreement + Certificate from the client/ Self-certificate for implementation and • Receipt of payment from client (Certificate by the statutory auditor/ chartered accountant);
8.	7 (b) Experience in implementing	The Bidder should have at least 3 years of experience of working in the accounting and financial management (excluding internal and statutory audit) in Central or	<p>For Completed Projects:</p> <p>Work Order/ Contract Agreement + Completion Certificates from the client</p>

#	Minimum Eligibility Criteria	Minimum Eligibility Criteria description	Supporting Document
	projects with Govt. entities	State Government sector/ Public Sector Undertaking (PSUs)/ ULB in India.	<p>OR</p> <p>Work order/ Contract Agreement + Self certificate of completion & receipt of payment from client (Certificate by the statutory auditor/ chartered accountant);</p> <p>For Ongoing Projects</p> <ul style="list-style-type: none"> • Work Order/ Contract Agreement + Certificate from the client/ Self-certificate for implementation And • Receipt of payment from client (Certificate by the statutory auditor/ chartered accountant);
9.	Office Location	The head office/ branch office of the Bidder must be situated in Chandigarh/ Haryana/ Delhi.	Valid GST registration certificate/ Copy of ICAI Registration Certificate.

NOTE:

Bidder shall highlight all important details required for this PQ criteria in their documentation submitted.

2.3. Sub – Contracting

Bidder can sub-contract/ outsource the work to the extent of survey and listing of movable and immovable assets of ULBs.

2.4. Joint Venture and Consortium

Joint venture and consortium shall not be allowed for any part or whole of the project

2.5. Bidder to Inform

The bidder shall be deemed to have carefully examined the Terms and Conditions, Scope of work, Service levels and all other terms and conditions defined in this RFP. If bidder shall have any doubt as to the meaning of any portion of these conditions or of the specifications he shall, before the last date for submission of pre-bid queries, set

forth the particulars thereof, and submit them to DULB in writing in order that such doubt may be removed.

2.6. Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements as mentioned below may render the proposal non-compliant and the proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.
- c) Bidder should not propose multiple options for the projects, it should be as per the request for proposal.
- d) For all the components, wherever applicable, bidder needs to provide the data sheets of the offered services.

2.7. Proposal Preparation Costs

- a) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by client to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process.
- b) DULB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.8. Pre-Bid Meeting and Clarifications

2.8.1. Bidders Queries

- i. Any clarification regarding the RFP document and any other items related to this project can be submitted to DULB as per the submission mode and timelines mentioned in the Proposal Data sheet.
- ii. Any requests for clarifications post the indicated date and time shall not be entertained by DULB. Further, DULB will reserve the right to issue clarifications.

- iii. Pre-bid queries of only those bidders would be considered who shall send the same through e-mail ID's provided in the proposal Data sheet. Pre-bid Queries for Clarifications received through any other medium shall **NOT** be considered for issuing clarifications.
- iv. It is necessary that the pre-bid queries must be submitted in word or excel sheet format (editable version), along with name and details of the organization submitting the pre- bid queries as mentioned below:

Name of Person(s) Representing the Organisation:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax

S. No	RFP Document Reference (s) (Page Number and Section Number)	Content of RFP Requiring Clarifications	Points of Clarification
1.			
2.			
3.			
4.			

2.8.2. Pre-Bid Meeting

DULB shall hold a pre-bid meeting with the prospective bidders as mentioned in the Proposal Data Sheet.

2.8.3. Response to Pre-Bid Queries and Issue of Corrigendum

- a) DULB will formally respond to the pre-bid queries after the pre-bid meeting.
- b) DULB will endeavour to provide timely response to all queries. However, DULB makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DULB undertake to answer all the queries that have been posed by the bidders.
- c) At any time prior to the last date for receipt of bids, DULB may, for any reason, whether at its own initiative or in response to a clarification

requested by prospective Bidders, modify the RFP Document by a corrigendum.

- d) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the e-tendering url.
- e) Any such corrigendum shall be deemed to be incorporated into this RFP.
- f) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DULB may, at its discretion, extend the last date for the receipt of Proposals.
- g) Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no paper advertisement.

2.9. Bid Validity Period

Bid shall remain valid for the time mentioned in the Proposal Datasheet. In exceptional circumstances, at its discretion, DULB may solicit the Bidder's consent for an extension of the validity period. The request and the response shall be made in writing.

2.10. Bid Prices

- a) Prices quoted must be final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- b) The Commercial Bid should clearly indicate the price to be charged without any qualifications whatsoever.
- c) Bidders shall indicate and provide the activity wise costing inclusive of all taxes, duties and levies in the Commercial Bid format provided in this RFP.
- d) All taxes, duties, charges and levies payable under respective statutes shall be borne by the selected Agency.
- e) Taxes, duties, and levies would be on the prevailing rate on the day of billing, if there are any changes in Government Statutes on taxes, duties and levies or if there is an introduction of new taxes, duties and levies, then the appropriate party would be benefited accordingly.
- f) A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.
- g) The Bidders shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidders an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by DULB. The Bidders shall carry out all the tasks in accordance with the requirement of the tender documents and it

shall be the responsibility of the Bidders to fully meet all the requirements of the tender documents.

- h) If at any stage, during the contract, if the client identifies that the approach/ project plan/ schedule/ work conducted does not meet the functional requirements, conceptual design, performance requirements/ SLA, and other requirements of Tender, the Bidders shall revise the required work plan/ approach/quality of work as required. No additional cost shall be reimbursed for the bidder for the same.

2.11. Language

The proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, self-certified translation of the same in English language along with copy of the original documents need to be submitted in proposal by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.12. Discount

The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.

2.13. Only One Proposal and One Solution

If a Bidder submits or participates in more than one Proposal and / or presents the solution which is not under the scope of work defined in the RFP Volume -II, such a Bidder shall be disqualified.

SECTION – 3:
KEY REQUIREMENTS OF BID

3. Key Requirements of the Bid

3.1. Right to Terminate the Process

- a) DULB may terminate the RFP process at any time and without assigning any reason. DULB makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by DULB. The bidder's participation in this process may result in DULB selecting the bidders to engage towards execution of the contract.

3.2. RFP Document Fees and Purchase

- a) Bidders shall download the RFP document from the e-Tendering Portal as mentioned in the Datasheet provided in this volume of the RFP. Downloading of the RFP documents shall be carried out strictly in accordance with instructions provided on the e-Tendering Portal.
- b) Tender Fee as per proposal datasheet shall be paid online through e-Procurement portal.
- c) Without the payment of the RFP Tender Document Fee, Bids shall be construed as incomplete and non-responsive, and shall not be considered for further evaluation – i.e. such Bids shall be rejected.
- d) RFP Tender Document Fee is non-refundable and shall not be exempted for any category of Bidders.

3.3. e-Tendering Portal e-Service Charges

- a) Bidders shall be required to pay e-Tendering Portal e-Service Charges as specified in the Datasheet provided in this volume of the RFP along with their Bids. Bidders shall note that e-Tendering Portal e-Service Charges have to be paid with every Bid submitted by the Bidder on the e-Tendering Portal specified in the Datasheet provided in this volume of the RFP.
- b) Payment of e-Tendering Portal e-Service Charges shall be through online mode at the facility made available on e-Tendering Portal.
- c) Instructions required to make payment of e-Tendering Portal e-Service Charges shall be available on e-Tendering Portal.
- d) Bidders are advised to maintain a copy of payment of their e-Tendering Portal e-Service Charges for future reference.
- e) e-Tendering Portal e-Service Charges are non-refundable and shall not be exempted for any category of Bidders.

3.4. Earnest Money Deposit (EMD)

- a) EMD of value specified in Datasheet provided in this volume of the RFP shall be paid through Bank Guarantee as per format specified in Annexure of this Volume of the RFP. No exemption shall be granted to any category of Bidders from submitting the EMD. EMD in any other form / format will **NOT** be entertained.
- b) Bidders shall submit original copy of the EMD Bank Guarantee to DULB office as specified in the Datasheet before opening of Technical Bid and softcopy of the same shall be uploaded online at the e-Tendering Portal as part of the proposal that are submitted by Bidders in response to this RFP. The EMD is required to protect the DULB against the risk of Bidders conduct, which would warrant the EMD forfeiture.
- c) The BG shall be valid up to 6 Months (180 days) after the last date of bid submission. BG may be verified independently by DULB with the bank before finalisation of technical offers; In the event of lack of confirmation of issue of the BG by the bank, the bid shall stand disqualified.
- d) EMD of Bidders declared non-responsive in Preliminary Examination of Bids will be returned by DULB within 7 days after completion of Preliminary Examination of Bids and written request from the disqualified bidders.
- e) EMD of technically disqualified Bidders would be returned by DULB within 7 days after notification of results of Technical Evaluation and written request from the disqualified bidders.
- f) EMD of all unsuccessful bidders (after Commercial Bid Evaluation) would be refunded by DULB within 15 days of notification of award of contract and written request from the unsuccessful bidders.
- g) The EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee by the successful bidder.
- h) The EMD amount is interest free and will be refundable without any accrued interest on it.
- i) In case bid is submitted without the EMD then DULB will reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- j) The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - Bidder fails to provide required information during the Evaluation process or is found to be non-responsive
 - If the successful bidder fails to provide the Performance Bank Guarantee as required within 15 days from the date of issue of letter of intent (LoI).
 - After requisite approval from DULB, if the successful bidder fails to sign the Agreement in accordance with this RFP within 21 days from the date of received of Performance Bank Guarantee by DULB.

3.5. Submission of Proposal

- a) The bidders should submit their responses as per the format and instructions specified at the eProcurement portal (<https://www.etenders.hry.nic.in>) being used for the purpose. The items to be uploaded on the portal would include all the related documents mention in this RFP, such as:
 - Physical submission of documents listed in this volume of the RFP
 - Pre-Qualification Proposal
 - Technical Proposal
 - Commercial Proposal
- b) Please note that, the prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal. Also, bidders cannot submit more than 1 bid or alternative offers with more than one Standard solution.

3.6. Authentication of Bids

The Proposal should be accompanied by a Power of Attorney in the name of the signatory of the Proposal.

Note: Original copy of Power of Attorney shall be submitted before opening of the Technical Bid as specified in the Datasheet provided in this volume of the RFP and the softcopy of the same shall be uploaded online at the e-Tendering Portal as part of the Proposal that are submitted by Bidders in response to this RFP.

3.7. Bidders Authorization

- a) The "Bidders" as used in the tender documents shall mean the one who has signed the Bid Proposal Documents/Tender Forms. The Bidders may be either the Principal Officer or his/ her duly Authorized Representative, in either cases, he/ she shall submit a Power of Attorney to substantiate his/ her position as Bidder on behalf of the Bidding Entity. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the duly authorized representative or the principal officer
- b) The authorization shall be indicated by written power-of-attorney accompanying the bid.
- c) Any change in the authorized signatory shall be intimated to DULB in advance

3.8. Amendment of Request for Proposal

- a) At any time prior to the deadline for submission of proposals, DULB, for any reason, may modify the RFP by amendment, such amendments/(s) shall be notified to all Bidders by publishing the same on e-Tendering Portal as specified in the Datasheet provided in this volume of the RFP. There shall be **NO** written or email communication / advertisement in newspapers in respect to amendments to this RFP. It shall be the prospective Bidders' responsibility to check the e-Tendering

portal for any amendments to this RFP until the last date and time for submission of Bids.

- b) Any amendment/(s) to this RFP shall be binding on all Bidders.
- c) DULB, at its discretion may extend the deadline for the submission of proposals. There shall be **NO** written or email communication / advertisement in newspapers in respect to amendments to this RFP. It shall be the prospective Bidders' responsibility to check the e-Tendering portal for any amendments to this RFP until the Last Date and Time for submission of Bids.
- d) DULB reserves the right to change the scope before opening of the Commercial bids. In this case, DULB will release a corrigendum/clarification and ask the technically qualified Bidders to resubmit their commercial bids (if required). Such Corrigendum / Clarification shall be notified to all technically qualified Bidders through email and by publishing the same on e-Tendering Portal as specified in the Datasheet provided in this volume of the RFP. There shall be **NO** advertisement in newspapers in respect to Corrigendum / Clarification related to change of Scope of Work before opening of Commercial Bids.

3.9. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. No Deviations and Exclusions to the RFP is allowed.

3.10. Local Conditions

- a) It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors which would have any effect on the performance of the contract and / or the cost.
- b) The Bidders are expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidders own cost.
- c) Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidders from performing any work in accordance with the Tender documents.
- d) It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. DULB shall not entertain any request for clarification from the Bidders regarding such conditions.
- e) It is the responsibility of the Bidders that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by DULB and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall

be permitted by the DULB on account of failure of the Bidders to appraise themselves of local laws and site conditions.

3.11. Venue & Deadline for Submission of Proposals

- a) Proposals, in its complete form in all respects as specified in the RFP, must be submitted online to DULB at the portal specified in Proposal Data sheet.
- b) Submission of physical documents shall be in accordance with details specified in this RFP, and shall be at the venue and as per timeline specified in the Datasheet provided in this volume of the RFP

3.12. Modification and Withdrawal of bids

- a) No bid may be altered / modified after submission to the DULB. Unsolicited correspondences in this regard from Bidders will not be considered.
- b) No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidders in the Bid.
- c) Withdrawal of a bid during this interval may result in the Bidders forfeiture of its EMD.

3.13. Address of Correspondence

The Bidders shall designate the official mailing/e-mail address, place, phone number and fax number to which all correspondence shall be sent by the DULB shall be specified in the Bid submitted by the Bidder in response to this RFP.

3.14. Contacting the DULB

- a) No Bidders shall contact the DULB on any matter relating to their bid in response to this RFP, from the time of the bid opening to till the time Contract is awarded to the successful Bidder.
- b) Any effort by a Bidders to influence the DULB bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bidders bid.

3.15. DULB/ ULB Site Visit by Bidder

- a) The Bidder may visit and examine DULB or any ULB office following in this cluster at a time to be agreed with DULB and obtain all information on the existing processes and functioning of DULB/ ULB that may be necessary for preparing the Bid document. The Bidder may carry out this site visit in accordance with the timelines specified in Datasheet provided in this volume of the RFP. The visit may not be used to raise questions or seek clarification on the RFP. The cost of such visits to the site (s) shall be at the Bidder's own expense.
- b) The DULB will facilitate the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the DULB adequate notice of a proposed visit of at least seven (7) working days. Alternatively, the DULB may organize a site visit or visits concurrently with the

pre-bid meeting, as specified in the RFP. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

- c) No site visits shall be facilitated after the deadline for the submission of the Bids and prior to the award of Contract.

3.16. Bidder Related Conditions

- a) The bidder shall prepare the bid based on details provided in the RFP documents. It must be clearly understood that the specifications and diagrams that are included in the RFP document are intended to give the bidder an idea about the scope and magnitude of the work and are not in any way exhaustive and guaranteed by DULB.
- b) The bidder is expected to ensure that the solution proposed by him meets the functional requirements, conceptual, performance requirements and other RFP requirements. Performing of any activity required to an optimal solution shall be at bidder's own cost.
- c) The bidder must propose a solution best suited to meet the requirements of the DULB. If, any upward revisions of the specifications and/or quantity as given in this RFP document, are required to be made to meet the conceptual requirements of RFP, all such changes shall be included in the technical proposal and their commercial impact, thereof, included in the commercial bid.
- d) DULB will in no case be responsible or liable for any costs associated with the proposed solution, regardless of the conduct or outcome of the Tendering process.
- e) It is mandatory to provide the break-up of all components in the format specified in the RFP. In no circumstances shall the commercial bid be allowed to be changed / modified.
- f) The bid amount shall be inclusive of insurance and any other charges as applicable. Any other charges as applicable shall be borne by the Bidder.

3.17. Bid Submission

- a) Bidder should do online Enrolment in the e-tendering Portal. The Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities.
- b) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
- c) The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

- d) The DULB will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- e) The bidder must submit the bid documents in online mode only, through the e-tendering portal.
- f) After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- g) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

3.18. Contents of Bid on e-Tendering Portal

Section #	Category	Response
1	Physical Submission (As specified in proposal Datasheet of this RFP)	<ul style="list-style-type: none"> Bank Guarantee Power of Attorney
2	Response to Pre-Qualification Criteria	<ul style="list-style-type: none"> Copy of receipt of payment of tender fee and e-Service charges Scanned copy of Bank Guarantee Scanned Copy of Power of Attorney Bid covering Letter as per format Response to Pre-Qualification criterion along with the required supporting documents.
3	Technical Proposal	<ul style="list-style-type: none"> Response to Technical Evaluation criterion along with the required supporting documents.
4	Commercial Proposal	<ul style="list-style-type: none"> Commercial bid/proposal as per the prescribed format

3.18.1. Technical Proposal

Bidder is required to prepare a Technical Proposal as detailed out in Annexures mentioned in this RFP as "Technical Bid Format". The bidder should upload all the associated documents in Online Technical Envelope (T1) in PDF format, if required can be zipped as well and then uploaded. These documents need to be digitally signed by using a digital signature and uploaded during Online Bid

Preparation stage. The bidder should submit all the supporting documents as mentioned in the Technical Bid Evaluation mentioned at clause 4.4 of this RFP.

3.18.2. Commercial Bid

All commercial offers must be prepared online (An online BoQ format will be provided for this purpose during Online Bid Preparation stage). No bidder should quote his commercial offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

3.19. Openings of Bids

- a) The bids that are submitted online successfully shall be opened online as per date and time given in Proposal Datasheet, through e-Tendering procedure in the presence of bidders/authorized representative who so ever present in the meeting.
- b) Bids shall be opened either in the presence of bidders or their duly authorized representatives. The bidder representatives who are present shall sign evidencing their attendance in attendance sheet. Not more than two representatives per applicant shall be permitted to be present at the time of opening the tender.
- c) Total transparency will be observed and ensured while opening the Proposals/Bids
- d) DULB reserves the rights at all times to postpone or cancel a scheduled Bid opening
- e) Bid opening will be conducted in following stages:
 - i. Original hard copy of EMD and power of attorney shall be opened first, bids not accompanied with the requisite EMD or whose EMD is not in order shall be rejected, only those bids for which EMD and Tender fees have been successfully verified will be eligible for evaluation on pre-qualification stage.
 - ii. In this stage, Prequalification and Technical Proposals of Bidders will be opened online. Pre-qualification Proposals would be evaluated first and then technical qualification marks would be allotted who so ever qualified in the prequalification stage.
 - iii. In the last stage, Commercial Proposal of those Bidders who qualify as per the Technical qualification criterion (i.e. Minimum 70% marks in TQ) would be opened in the presence of Bidders' himself or his representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- f) The Bidders' representatives who are present shall sign an attendance sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for DULB, the bids shall be opened at the same time

and location on the next working day. In addition to that, if their representative of the Bidder remains absent, DULB will continue process and open the bids of the all Bidders.

- g) During Bid opening, preliminary scrutiny of the Bid documents will be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bid document of financial are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected. DULB has the right to reject the bid after due diligence is done.

3.19.1. Technical Envelope (T1)

- a) Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements.
- b) If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded.
- c) Decision of the tender opening authority shall be final in this regard.
- d) The commercial bids shall not be opened till the completion of evaluation of technical bids. The commercial Bids of only technically qualified Bidders as mentioned above will be opened.
- e) Documents submitted by the bidder shall be closely scrutinized and the bidder shall provide all the original documents whenever requested.

3.19.2. Commercial Envelope (C1)

- a) This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only,

Note: During Online Bid Preparation, apart from the abovementioned documents, if any need arises to upload additional documents in Technical Envelope, an option of 'Upload Additional Documents' has been provided in the e-Tendering software which will be available to bidders during Online Bid Preparation stage

SECTION – 4:
EVALUATION OF BIDS

4. Evaluation of Bids

- a) DULB will constitute a Tender Evaluation Committee to evaluate the responses of the bidders
- b) The Tender Evaluation Committee constituted by the DULB shall evaluate the responses to the RFP and all supporting documents / documentary evidence/ EMD/ Authorization certificate. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. The Bidders' technical solution will be evaluated as per the requirements and evaluation criteria as spelt out in the RFP document. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed Project citations and completion certificates, client contact information for verification, profiles of Project resources and all others) as required for technical evaluation.
- c) The Committee may seek inputs from their professional and technical experts in the evaluation process.
- d) DULB reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the Technical evaluation process.
- e) The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- f) The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- g) The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations without assigning any reason thereof.
- h) Each of the responses shall be evaluated as per the criteria and requirements specified in the RFP.
- i) Proposal Presentations: The Tender Evaluation Committee will invite each pre-qualified Bidder to make a presentation to DULB at a date, time and venue decided by DULB. The purpose of such presentations would be to allow the Bidders to present their proposed solutions to the Committee and orchestrate the key points in their Proposals.
- j) The Bidder should cover scope of work, complexity of implementation, critical success factor, and critical path method as specified in the evaluation section

4.1. Preliminary Examination of Bids

- a) DULB will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any

criteria specified in the RFP, will be rejected by DULB and shall not be included for further consideration.

Initial Bid scrutiny will be carried out and bids will be treated as non-responsive, if bids are:

- Not submitted in format as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Found with suppression of details
 - With incomplete information, subjective, conditional offers, and partial offers submitted
 - Submitted without the documents requested
 - Non-compliant to any of the clauses mentioned in the RFP
 - With lesser validity period
- b) All responsive Bids will be considered for further processing as below: DULB will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard

4.2. Clarification of Bids

During the bid evaluation, DULB may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. DULB is entitled to ask for clarifications as many times as possible from the bidders to the satisfaction of the Tender Evaluation committee.

4.3. Technical Bid Evaluation

- a) In this part, the technical bid will be reviewed for determining the eligibility of the bidder for the Project and to ascertain Compliance of the Technical bids with the Tender terms and conditions, technical requirements and scope of work as defined in this RFP.
- b) In case of no response by the bidder to any of the requirements with regard to the contents of the Technical Bid, he shall not be assigned any marks for the same
- c) Technical bid of the bidder shall be opened and evaluated for acceptability of Techno-functional requirements, deviations and technical suitability. The bidders shall respond to the requirements as explained below for their evaluation with regard to experience and qualification. Also, the bidder shall refer and respond to all technical requirements as mentioned in the RFP document. The evaluation

process would also include a presentation of technical proposal by the bidder.

- d) The bidder would be technically evaluated out of 100 marks. All the bidders who secure overall minimum of 70% will be considered as technically qualified.
- e) Technical Evaluation shall be on the basis the following parameters and associated marks:

##	Criteria	Maximum Marks (100)	Supporting Documents
1	Company Profile	10	
	Average Annual turnover of Bidder generated from consultancy for last three preceding financial years (FY 2017-18, FY 2018-19 and FY 2019-20), should be at least INR 50 Lacs.		<ul style="list-style-type: none"> Audited financial statements / extracts from the audited balance sheet and profit and loss statements for the last three financial years (FY 2017-18, FY 2018-19 and FY 2019-20) and Certificate from Statutory Auditor/ Chartered Accountant on turnover for the last three financial years (FY 2017-18, FY 2018-19 and FY 2019-20).
	> 1 crore	10	
	> 75 – 1 crore	7	
	>= 50 - 75L.	5	
	< 50L.	0	
2	Relevant Strength	40	
2.1	<p>Similar experience of implementation accrual based double entry accounting system in any central or state of Govt. department/ Public Sector Undertaking (PSUs) other than ULBs. The work order (with minimum value of more than INR 10 lacs) should have been issued within the last 7 years with required extension, as on last date of Bid Submission.</p> <p>The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p>	15	<p>For Completed Projects:</p> <p>Work Order/ Contract Agreement + Completion Certificates from the client</p> <p>OR</p> <p>Work order/ Contract Agreement + Self certificate of completion & receipt of payment from client (Certificate by the statutory auditor/ Chartered Accountant);</p> <p>For Ongoing Projects</p> <ul style="list-style-type: none"> Work Order/ Contract Agreement + Certificate from the client/ Self-certificate for implementation and Receipt of payment from client (Certificate by the statutory auditor/ Chartered Accountant);
	More than 5 projects	15	
	Between 4 - 5 projects	10	
	Between 2 - 3 projects	5	
	Less than 2 projects	0	

##	Criteria	Maximum Marks (100)	Supporting Documents
2.2	<p>Similar experience of implementation of accrual based double entry accounting system in projects with multiple locations as part of single project. The work order should have been issued within the last 7 years with required extension, as on Bid Submission.</p> <p>The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p>	15	<p>For Completed Projects:</p> <p>Work Order/ Contract Agreement + Completion Certificates from the client</p> <p>OR</p> <p>Work order/ Contract Agreement + Self certificate of completion & receipt of payment from client (Certificate by the statutory auditor/ chartered accountant);</p> <p>For Ongoing Projects</p> <ul style="list-style-type: none"> • Work Order/ Contract Agreement + Certificate from the client/ Self-certificate for implementation and • Receipt of payment from client (Certificate by the statutory auditor/ chartered accountant);
	> 20 Locations	15	
	11 - 20 Locations	10	
	<= 10 locations	5	
2.3	<p>Similar experience of implementation of accrual based double entry accounting system in multiple Urban Local Bodies projects. The work order should have been issued within the last 7 years with required extension, as on Bid Submission.</p> <p>The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met</p> <p>(No. of municipalities for which implementation of accrual based double entry accounting system has been undertaken may be part of one single or separate projects. Bidder is expected to highlight no. of municipalities and corresponding population as per Census of 2011 in</p>	10	<p>For Completed Projects:</p> <p>Work Order/ Contract Agreement + Completion Certificates from the client</p> <p>OR</p> <p>Work order/ Contract Agreement + Self certificate of completion & receipt of payment from client (Certificate by the statutory auditor/ chartered accountant);</p> <p>For Ongoing Projects</p> <ul style="list-style-type: none"> • Work Order/ Contract Agreement + Certificate from the client/ Self-certificate for implementation and • Receipt of payment from client (Certificate by the statutory auditor/ chartered accountant); <p>And</p>

##	Criteria	Maximum Marks (100)	Supporting Documents
	<p>their documentation submitted as part of the Bid.)</p> <ul style="list-style-type: none"> Municipalities with population of 10,00,000 and above - 5 marks for each municipality maximum up to 10 Marks Municipalities with population of 5,00,000 to 9,99,999 - 3 marks for each municipality maximum up to 10 Marks Municipalities with population of 1,00,000 to 4,99,999 - 2 marks for each municipality maximum up to 10 Marks Municipalities with population of less than or equal to 99,999 - 1 Marks for each municipality maximum up to 10 Marks 		Snapshot of municipality's population from Census of India website.
3	Key Professionals Staff Qualification and Competencies for the Assignments:	30	<i>CV to be attached as per the given format (7.2.4 – CV Format of Proposed Resources)</i>
3.1	Project Manager	10	<p>CVs of candidates who qualify minimum educational and professional experience criterion as specified in separate table “Key Professionals Staff competencies/experience” will ONLY be considered for evaluations under this criterion of technical evaluations.</p> <p>NOTE:</p> <p>1. Bidder is expected to provide CVs only in the format specified in the RFP. In case CVs provided in any format other than that mentioned in the RFP shall NOT be considered for evaluation.</p> <p>2. Bidder is expected to highlight the following in each CV submitted:</p> <p>a. Total no. of years of experience</p> <p>b. No. of years of relevant experience</p>
	Total Experience	5	
	> 15 years of total experience	5	
	12 - 15 years of total experience	3	
	10 - 11 years of total experience	2	
	< 10 years of total experience	0	
	No. of project handled as Project Manager on accrual based double entry accounting system:	5	
	No. of projects handled: >=4	5	
	No. of projects handled: 3	3	
	No. of projects handled: 2	2	
3.2	Deputy Project Manager:	8	
	Total Experience	4	
	>= 10 years of relevant experience	4	

##	Criteria	Maximum Marks (100)	Supporting Documents
	08 -09 years of relevant Experience	2	<p>c. No. and details of project and role presented as part of relevant experience – all projects and its details shall be indicated separately in the format specified in the RFP.</p> <p>In case any of the details required for evaluation are NOT highlighted in the CV submitted and / or are NOT in the format specified in the RFP, then detail shall NOT be considered for evaluation.</p>
	< 08 years of total experience	0	
	No. of projects handled on accrual based double entry accounting system:	4	
	No. of projects handled: >=3	4	
	No. of projects handled: 2	2	
	No. of projects handled: < 2	0	
3.3	Account Assistant (Location Coordinator)	7	
	Total Experience	4	
	> 06 years of total experience	4	
	05 -06 years of relevant Experience	2	
	< 05 years of relevant experience	0	
	No. of projects handled of implementation of accrual based double entry accounting system:	3	
	No. of projects handled: >=3	3	
	No. of projects handled: 2	2	
	No. of projects handled: < 2	0	
3.4	Data Entry Clerk	5	
	Total Experience	5	
	>= 03 years of relevant experience	5	
	01 -02 years of relevant Experience	3	
	< 01 years of total experience	0	
4	Technical Presentations	20	<p>• Technical Proposal submission</p> <p>NOTE:</p> <p>1. Bidders are expected to structure the Technical Proposal as per the instructions specified in the RFP. Technical Proposal shall have following sections including:</p> <p>a. Understanding of Requirements</p> <p>b. Proposed Solution</p> <p>c. Overall Approach and Methodology (separate sub-headings for Implementation</p>
	Approach & Methodology for proposed Solution		
	Understanding of requirements	5	
	Overall Approach and Methodology	10	
	Project Plan, Personnel Deployment Plan, Training programme, Exit Management and proposal presentation	5	

##	Criteria	Maximum Marks (100)	Supporting Documents
			<p>Approach, Implementation Plan, Data Migration, and Risk Management Approach).</p> <p>d. Project Plan e. Resource Deployment Plan f. Training Programme g. Exit Management</p> <p>2. All sections and points specified in the RFP and required for scoring shall be covered and highlighted</p> <p>3. Copy of PPT to be submitted during presentation session</p>
	Total Marks	100	

Note:

- Bidder shall highlight all the relevant information in their documentation of TQ.
- Wherever there is problem in providing information as part of the total project due to non-availability of such details in the completion certificates received from the client, the bidder can provide a certificate from an Chartered Accountant. The certificate should include its scope of work. The bidder has to provide an undertaking to this effect. But the bidder necessarily has to provide completion certificates / On-going certificate / Phase completion of the project as a whole.

Key Professionals Staff competencies/experience			
#	Position	Qualifications and Skills	Experience
1.	Project Manager	<p>i. Qualified Chartered Accountant</p> <p>ii. Should have with good communication skills and be able to read, write and speak in Hindi and English</p>	<p>i. Min. experience of 10 years in relevant field;</p> <p>ii. Must have successfully managed & completed at least 2 Nos. of similar assignments in conversion to ABDEAS in Govt./ PSUs/ ULBs as a Project Manager</p> <p>iii. Good Knowledge of field survey of assets and liabilities, Revenue augmentation, Municipal finance etc.</p> <p>iv. Preferable with Govt. experience</p>

Key Professionals Staff competencies/experience			
#	Position	Qualifications and Skills	Experience
2.	Deputy Project Manager	i. Chartered Accountant/ Cost Accountant/ MBA in Finance and other equivalent degree in respective field of specialization. ii. Should have with good communication skills and be able to read, write and speak in Hindi and English	i. Min. experience of 8 years in relevant field; ii. Must have successfully managed & completed at least 2 Nos. of similar assignments in conversion to ABDEAS in Govt./ Public Sector Units (PSUs)/ ULBs as a Project Manager iii. Good Knowledge of field survey of assets and liabilities, Revenue augmentation, Municipal finance etc. iv. Preferable with Govt. experience
3.	Accountant/ Assistant (Location Coordinator)	i. Chartered Accountant intermediate /Cost Accountant intermediate with completed internship ii. Should have with good communication skills and be able to read, write and speak in Hindi and English	i. Min. 5 years of experience in relevant field. ii. Must have done finalization of books of accounts, Budget preparation and other accounting works in accrual based double entry accounting system
4.	Data Entry clerk	i. Commerce Graduate – preferable CA/ CMA trainees (Article Clerk) ii. Should have with good communication skills and be able to read, write and speak in Hindi and English	i. Min. 1 years of experience in relevant field. ii. Must have the knowledge of basic accounting work and fully conversant with double entry accounting work

Note:

4.4. Commercial Bid Evaluation

- The commercial Bids of technically qualified bidders (i.e. Minimum 70% marks) will be opened on the prescribed date in the presence of bidder representatives.
- The commercial proposal will be evaluated in “LCS” (Least cost Selection) based method.
- The Bidder with lowest qualifying financial bid (L1) will be awarded as successful Bidder.
- In case of a tie in the commercial evaluation of proposal, the bidder having highest technical score will be considered eligible for leading to the award of the contract.

- e) The Evaluation Committee shall indicate to all the Bidders the results of the technical evaluation through a written communication. The technical scores of the Bidders will be announced prior to the opening of the Commercial Proposals
- f) The technically shortlisted Bidders will be informed of the date and venue of the opening of the Commercial Proposals through email or written communication. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- g) If there is no price quoted for certain services, it will assume those services will be free of cost to DULB, else the bid shall be declared as disqualified.
- h) Bidder should provide all prices as per the prescribed format provided in Annexure mentioned in this RFP.
- i) DULB reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated in response to the request for proposal.
- j) The Bidder needs to account for all Out of Pocket expenses related to accommodation, food and other related items in the commercial bids. Any additional charges have to be borne by the bidder.

4.5. Award Criteria

Method of evaluation of selection of successful Bidder and award of Contract to bidder shall be on L1 basis after successful Technical Qualification. The Commercial Proposals of Technically qualified bidders will be opened and the Bidder quoting lowest total project cost (hereby referred to as L1 Bidder) will be considered eligible for award of contract.

4.6. Right to Accept Any Proposal and Reject Any or All Proposal(s)

DULB reserves the right to accept or reject any proposal, and to annul the tendering process/ Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidders or bidders or any obligation to inform the affected bidders or bidders of the grounds for DULB action.

4.7. Right to Vary Scope of Contract

- a) Client may at any time, by a written order given to the bidder, make changes within the specifications, services or scope of the Contract as specified.
- b) If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this

Clause must be asserted within thirty (30) days from the date of the bidder's receipt of the DULB's changed order.

4.8. Notification of Award

- a) Prior to the expiration of the validity period, DULB will notify the successful bidders in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, DULB may like to request the bidders to extend the validity period of the bid.
- b) The notification of award will constitute the formation of the contract. Based on the successful bidders furnishing of Performance Bank Guarantee.

4.9. Contract Finalization and Award

- a) The selected Bidder/s should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the Letter of Intent within 7 days of receipt of the communication.
- b) Upon notification of award to the successful Bidder, DULB will promptly notify each unsuccessful Bidder.

4.10. Negotiations with the Successful Bidder

- a) If required, negotiations will be held at the date, time and address intimated to the qualified and selected bidder. Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a Contract.
- b) All negotiations shall be undertaken in accordance with policies / rules / guidelines for "Purchase of stores by all Departments and Offices of the Government of Haryana" prescribed by Directorate of Supplies & Disposal, Government of Haryana

4.11. Performance Bank Guarantee

- a) Within fifteen (15) days of the issuance of the LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to DULB. The PBG shall be from a Nationalised Bank or a scheduled Commercial Bank in the format as described in this RFP section 7.4. The PBG shall be for an amount equivalent to 10% of the total project cost. DULB shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or DULB incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. The BG must be valid for a period of 6 months after the successful completion of contract and any extensions, if any.

- b) In case the selected Bidder fails to submit performance guarantee within the time stipulated, DULB at its discretion may cancel the order placed on the selected Bidder without giving any notice.
- c) The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.

4.12. Advance Bank Guarantee

Within fifteen (15) days of the signing of the contract, the successful Bidder shall at his own expense submit unconditional and irrevocable Advance bank Guarantee (ABG) to DULB if the bidder opted for mobilization advance. The ABG shall be from a Nationalised Bank or a scheduled Commercial Bank in the format as described in this RFP section 7.4. The ABG shall be for an amount equivalent to the mobilization advance paid. DULB shall invoke the performance guarantee in case the selected agency fails to discharge their contractual obligations during the period or DULB incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. The BG must be valid for a period of 6 months after the successful completion of contract and any extensions, if any.

4.13. Signing of Contract

- a) After the DULB notifies the successful bidder that its proposal has been accepted, DULB shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between DULB and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.
- b) After completing negotiations, the DULB shall issue a Letter of Intent to the selected bidder and promptly notify all other bidders who have submitted proposals about the decision taken.
- c) Upon the successful bidder's furnishing of performance security, DULB may notify each unsuccessful bidder and will discharge its EMD.

4.14. Failure to Agree with the Terms and Conditions of the RFP

- a) Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DULB may award the contract to the next best evaluated bidders or call for new proposals from the interested bidders.
- b) In such a case, the DULB shall invoke the PBG of the successful bidder.

5. Rejection Criteria

5.1. General Rejection Criteria

- a) Bids not qualifying under eligibility criteria.

- b) Bids submitted without or improper EMD or tender fee or POA or e-Service Charges
- c) Bids received through Telex /Telegraphic / Fax / E-Mail.
- d) Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- e) If the information provided by the Bidders is found to be incorrect / misleading at any stage / time during the Tendering Process
- f) Any effort on the part of a Bidders to influence the DULB' s bid evaluation, bid comparison or contract award decisions
- g) Bids without signature of person (s) duly authorized on required (specified) pages of the bid
- h) Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders
- i) Technical Bid containing commercial details or any such hints/ calculations /extrapolations/ records.
- j) Revelation of Prices in any form or by any reason before opening the Commercial Bid
- k) Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- l) Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidders.
- m) Bidders not complying with the General Terms and conditions as stated in the Tender Documents.
- n) The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

5.2. Commercial Rejection Criteria

- a) If Bidders provides incomplete bid or NIL Pricing of any services mentioned in this RFP that will be considered as free of cost services for the DULB.
- b) Price Bids that do not conform to the Tender's price bid format.
- c) If there is an arithmetic discrepancy in the commercial bid calculations the DULB shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

6. Payment Schedule

Payment shall be made in following stages as detailed below:

S.N.	Deliverable/output	Payment Schedule (% of Total fees)
1.	i. Preparation and approval of Opening Balance Sheet of ULBs as on 01-04-2018 including Income & Expenditure A/c & other relevant schedule as per Haryana Municipal Accounts Code/ NMAM. ii. Handholding support to ULBs Accounts related staff and upload the FS on the website of concerned ULB/DULB.	15%
2.	i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of ULBs as on 31-03-2019. Including Income & Expenditure A/c & other relevant schedule as per Haryana Municipal Account Code/ NMAM. ii. Hand holding support to ULBs Accounts related staff and upload the FS on the website of concerned ULB/DULB.	10%
3.	i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of ULBs as on 31-03-2020 Including Income Expenditure, A/c & other relevant schedule as per Haryana Municipal Accounts Code/ NMAM. ii. Hand holding support to ULBs Accounts related staff and upload the above period FS on the website of concerned ULB/ DULB.	10%
4.	i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of ULBs as on 31-03-2021. Including Income Expenditure, A/c & other relevant schedule as per Haryana Municipal Accounts Code/NMAM. ii. Hand holding support to ULBs Accounts related staff and upload the above period FS on the website of concerned ULB/DULB.	10%
5.	i. Training and Handholding support to ULBs with day to day accounting entries from the FY 2021-22 to till the exit date of CA Firm. ii. All the balance services as per detailed scope mentioned in RFP Volume -II	35%

S.N.	Deliverable/output	Payment Schedule (% of Total fees)
6.	i. Preparation of Handholding Support Financial Statements for the FY 2021-22 ii. Approval of Financial Statements and upload on the website of concerned Urban Local Body and Directorate of Urban Local Bodies	10%
7.	i. Preparation of Handholding Support Financial Statements for the FY 2022-23 ii. Approval of Financial Statements and upload on the website of concerned Urban Local Body and Directorate of Urban Local Bodies.	10%

Note:

1. Training and Handholding payment shall be divided in 8 equal quarterly Payments as per the reports and deliverables (Workshop, Training Materials, Attendance sheet of participant etc.) submitted by the Selected Agency.
2. Selected Agency is expected to submit their invoice for work undertaken at respective ULBs separately.
3. Payment shall be made by respective ULBs upon verification of work undertaken by the Selected Agency.

7. Annexures

The bidders are expected to respond to RFP using the forms given in this section and all documents supporting Proposal Evaluation Criteria.

7.1. Annexure - Pre-qualification Bid Forms

7.1.1. Compliance Sheet for Pre-Qualification Proposal (PQ)

S. N.	Document required	File Name	Page No.
1.	Tender Fee		
2.	Earnest Money Deposit		
3.	Power of Attorney		
4.	Particulars of the Bidder		
5.	Supporting documents for PQ 1 – Copy of Registration Certificate		
6.	Supporting documents for PQ 2 – Copy of Certificate of Incorporation/Partnership Deed/ Registration Certificate Copy of CAG Empanelment letter (valid as on the date of submission)		
7.	Supporting documents for PQ 3 – Goods and Service Tax (GST) Registration Certificate		
8.	Supporting documents for PQ 4 – affidavit/ Self certificate on letterhead by authorized signatory/ies of Bidders are not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of bid submission.		
9.	Supporting documents for PQ 5 – Financial Capacity format as defined in this Request for proposal		
10.	Supporting documents for PQ 5 – Audited Financial statements / extracts from the audited balance sheet		

	and profit and loss statements for the last three financial years (FY 2017-18, FY 2018-19 and 2019-20) which have been audited, certificate from Statutory Auditor/ Chartered Accountant on turnover for last three financial years (FY 2017-18, FY 2018-19 and 2019-20).		
11.	Supporting documents for PQ 6 – Certificate from the statutory auditor (of Bidder) / Chartered Accountant certifying that the Net worth / cashflow of Bidder is positive for each of the last three preceding financial years (FY 2017-18, FY 2018-19 and 2019-20).		
12.	Supporting documents for PQ 7 (7a) & 8 (7b): Project n – Details of Experience format + Work Order + Completion certificates+ Self certificate of completion & receipt of payment from client (Certificate by the statutory auditor/ chartered accountant) (as specified in PQ 6) (if applicable) (One set of documents shall be submitted for each additional project and each such project shall be indicated separately in this format)		
13.	Supporting documents for PQ 9 – Valid GST registration certificate/ Copy of ICAI Registration Certificate.		
14.	Any other documents		

Note: Bidder should submit the following documents in Hardcopy format to DULB address as mentioned in data sheet:

1. Earnest Money Deposit
2. Power of Attorney

7.1.2. Format for Bank Guarantee for Earnest Money Deposit

Ref: _____

Date _____

Bank Guarantee No. _____

To,
Director, Urban Local Bodies,
Directorate of Urban Local Bodies,
Bays No. 11 - 14, Sector - 4,
Panchkula, Haryana - 134112

Whereas <<Name of the bidder>> (has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to Directorate of Urban Local Bodies, Haryana (hereinafter called "the Client")

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << client >> (hereinafter called "the Client") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<*insert date*>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

7.1.3. Particulars of the Bidder

SI No.	Information Sought	Details to be Furnished
A	Name and address of the Bidding organization	
C	Incorporation status of the Bidder firm (Limited Liability Partnership Act, 2008/ The Indian Partnership Act, 1932 / as amended/Sole Proprietor)	
D	Year of Establishment	
E	Date of registration with ICAI	
F	Date of empanelment with CAG along with validity	
G	Details of registration with appropriate authorities for GST	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

7.1.4. Details of ineligibility for corrupt or fraudulent practices / blacklisted with any of the Government or Public-Sector Undertaking or Local Governments

<<On the letterhead of the Bidding Organization>>

Date:

To,
Director, Urban Local Bodies,
Directorate of Urban Local Bodies,
Bays No. 11 - 14, Sector - 4,
Panchkula, Haryana - 134112

Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public-Sector Undertaking or Local Governments in India

Dear Sir,

We, the undersigned, hereby declare that:

We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions/ local Governments in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

Financial Turnover

<<On the letterhead of the Chartered Accountant >>

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

Date

To,
Director, Urban Local Bodies,
Directorate of Urban Local Bodies,
Bays No. 11 - 14, Sector - 4,
Panchkula, Haryana - 134112

Dear Sir,

We have examined the books of accounts and other relevant records of <<Bidder along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover for last three FY years was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	xx.xx. 20xx	xx.xx.20xx	xx.xx.20xx
Annual Turnover			

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number :

UDIN :

Date :

Company Seal :

Business Address :

7.1.5. Details of Experience of Bidder in Various projects

As per the format below, the bidder should provide information for each project on similar assignments required for pre-qualification and technical evaluation criteria.

Credential for < Prequalification Criteria No. / Technical Criteria No>		
Sr. No.	Name of the Organization - <<Name of the Bidder >>	
	Parameter	Details
General Information		
1.	Customer Name	
2.	Name of the contact person and contact details for the client of the assignment	
3.	Whether client visit can be organized	(YES / NO)
Project Details		
4.	Project Title	
5.	Start Date and End Date of Project	
6.	Total Cost of the project	
7.	Current Status (Live / completed / on-going / terminated / suspended)	
8.	No of staff provided by your organization	
9.	Please indicate the current or the latest period with the client (From Month –Year to Month-Year)	

Credential for < Prequalification Criteria No. / Technical Criteria No>		
Sr. No.	Name of the Organization - <<Name of the Bidder >>	
Parameter	Details	
10.	Please indicate whether the client is currently using the implemented strategy	
Size of the project		
11.	No. of ULB's under the project (if Any)	
12.	Training responsibilities of Bidder	
13.	Any other information to be shared with DULB	
Narrative Description of the Project:		
Detailed Description of actual services provided by Bidder:		
Documentary Proof:		

7.2. Annexure: Technical Bid Format**7.2.1. Compliance Sheet for Technical Proposal**

S.N.	Document required	File Name	Page No.
1.	Technical Bid Covering Letter		
2.	Certificate of Conformity / No deviation		
3.	Physical Submission of Documents: EMD and Power of Attorney		
4.	Supporting documents for TQ 1 – Financial Capacity format		
5.	Supporting documents for TQ 1 – <ul style="list-style-type: none"> Audited financial statements / extracts from the audited balance sheet and profit and loss statements last three preceding financial years (FY 2017-18, FY 2018-19 and 2019-20), And Certificate from the statutory auditor (of Bidder)/ Chartered Accountant for statements for the last three financial years (FY 2017-18, FY 2018-19 and 2019-20) 		
6.	Supporting documents for TQ 2.1: For Completed Projects: Work Order/ Contract Agreement + Completion Certificates from the client OR Work order/ Contract Agreement + Self certificate of completion & receipt of payment from client (Certificate by the statutory auditor/ chartered accountant); For Ongoing Projects <ul style="list-style-type: none"> Work Order/ Contract Agreement + Certificate from the client/ Self-certificate for implementation and 		

	<ul style="list-style-type: none"> Receipt of payment from client (Certificate by the statutory auditor/ chartered accountant); 		
7.	<p>Supporting documents for TQ 2.2 – For Completed Projects:</p> <p>Work Order/ Contract Agreement + Completion Certificates from the client</p> <p style="text-align: center;">OR</p> <p>Work order/ Contract Agreement + Self certificate of completion & receipt of payment from client (Certificate by the statutory auditor/ chartered accountant);</p> <p>For Ongoing Projects</p> <ul style="list-style-type: none"> Work Order/ Contract Agreement + Certificate from the client/ Self-certificate for implementation and <p>Receipt of payment from client (Certificate by the statutory auditor/ chartered accountant);</p>		
8.	<p>Supporting documents for TQ 2.3 –</p> <p>For Completed Projects:</p> <p>Work Order/ Contract Agreement + Completion Certificates from the client</p> <p style="text-align: center;">OR</p> <p>Work order/ Contract Agreement + Self certificate of completion & receipt of payment from client (Certificate by the statutory auditor/ chartered accountant);</p> <p>For Ongoing Projects</p> <ul style="list-style-type: none"> Work Order/ Contract Agreement + Certificate from the client/ Self-certificate for implementation and Receipt of payment from client (Certificate by the statutory auditor/ chartered accountant); 		
9.	Supporting documents for TQ 3: CV of Project Manager+ Dy. Project Manager+ Account Assistant (Location Coordinator) + Data Entry Clerk <Candidate		

	<i>Name></i> – CV in format specified in the RFP and indicating required experience and qualification		
10.	Supporting documents for TQ 4.1 – Note on 'Understanding of requirements'		
11.	Supporting documents for TQ 4.1 – Note on 'Proposed Solution'		
12.	Supporting documents for TQ 4.1 – Overall Approach and Methodology		
13.	Supporting documents for TQ 4.1 – Project Plan		
14.	Supporting documents for TQ 4.1 – Format for Deployment of Personnel		
15.	Supporting documents for TQ 4.1 – Team Composition		
16.	<i>Any other documents</i>		

7.2.2. Technical Bid- Covering Letter

<<On Bidder / Letterhead>>

Date:

To,
Director, Urban Local Bodies,
Directorate of Urban Local Bodies,
Bays No. 11 - 14, Sector - 4,
Panchkula, Haryana - 134112

Subject: Selection of CAG empanelled Chartered Accountant Firms for Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations / Councils / Committees of Hisar Cluster of Haryana.

Dear Sir,

1. We hereby request to be qualified with the Directorate of Urban Local Bodies, Haryana as a Tenderer for **“Selection of CAG empanelled Chartered Accountant Firms for Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations / Councils / Committees of Hisar Cluster of Haryana”** against Tender No. <>. I / We declare that all the services shall be performed strictly in accordance with the RFP documents and we agree to all the terms and conditions in the RFP.
2. I / We confirm that I / we am / are withdrawing all the deviations, counter clauses, proposed modifications in the Scope of work, Terms and Conditions which may have been mentioned in our proposal.
3. We authorize DULB or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by DULB to verify statements and information provided in this application or regarding our competence and standing.
4. The names and positions of persons who may be contacted for further information, if required, are as follows:
Name: _____
Designation: _____
Telephone: _____
E-mail id: _____

5. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize DULB to reject our application.
6. We confirm having submitted the information as required by you in Qualification Criteria. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
7. We undertake, if our proposal is accepted, to provide all the services related to **“Selection of CAG empanelled Chartered Accountant Firms for Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations / Councils / Committees of Hisar Cluster of Haryana”** put forward in the bid document or such features as may subsequently be mutually agreed between us and DULB or its appointed representatives.
8. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the date of bid submission and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and DULB.
9. We hereby declare that in case the contract is awarded to us, we will submit Performance Bank Guarantee as prescribed in the RFP.
10. I/We understand that DULB reserves the right to reject any application without assigning any reason thereof.
11. I/We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption, Act in connection with the bid.
12. All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
13. We hereby confirm that our prices inclusive of all taxes, duties and levies.
14. We understand that the actual payment would be made as per the existing tax rates during the time of payment.
15. We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.
16. We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

17. In case you require any other further information/documentary proof before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
18. We declare that our Bid Price is for the entire scope of the work as specified in the tender document. These prices are indicated in Commercial Bid submitted as part of the requirements of Tender.
19. Our commercial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
20. We understand you are not bound to accept any Proposal you receive.
21. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.
22. I/We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.
23. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

7.2.3. Certificate of Conformity/ No Deviation

<<To be submitted on the Company Letter head of the >>

Date:

To,
Director, Urban Local Bodies,
Directorate of Urban Local Bodies,
Bays No. 11 - 14, Sector - 4,
Panchkula, Haryana - 134112

This is to certify that, the method for implementation of accrual based double entry accounting which I/ We have mentioned in the Technical bid, and which I/ We shall apply if I/ We am/ are awarded with the work, are in conformity with the minimum services of the bidding document and that there are no deviations of any kind from the requirement specifications mentioned in the request for proposal.

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

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

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

7.2.4. CV format for Proposed Resources

Name of the employee					
Name of the employer	<<Name of the Bidder >>				
Proposed position					
Date of Birth					
Nationality					
Total years of relevant experience					
Total years of relevant experience in Govt. Sectors					
Certifications	Note: Please attach copies of relevant certificates				
Education	Qualification	Name of School / College / University	Degree Obtained	Date Attended	
	Note: Please attach copies of relevant certificates				
Language	Language	Read	Write	Speak	
Employment Record	Employer	Position	From (MM / YYYY)	To (MM / YYYY)	Exp. in Months

	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> <p>(Starting with present position list in reverse order)</p>														
Relevant Experience	<p>(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments).</p> <p>Maximum 8 Projects:</p> <table border="1"> <tr> <td>Name of Assignment/Project</td><td></td></tr> <tr> <td>Year</td><td></td></tr> <tr> <td>Location</td><td></td></tr> <tr> <td>Client</td><td></td></tr> <tr> <td>Main project features</td><td></td></tr> <tr> <td>Positions held</td><td></td></tr> <tr> <td>Activities performed</td><td></td></tr> </table>	Name of Assignment/Project		Year		Location		Client		Main project features		Positions held		Activities performed	
Name of Assignment/Project															
Year															
Location															
Client															
Main project features															
Positions held															
Activities performed															
Certification	<p>I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience.</p> <p>Date:</p> <p>Place Signatory</p> <p>Signature of the employee / Authorized</p>														

7.2.5. Approach & Methodology

1. The Bidder should cover details of the methodology proposed to be adopted for planning and implementation of accrual based double entry accounting systems relating to establishment of the proposed solution in the ULBs.

2. The Bidder may give suggestions on improvement of the scope of work given and may mention the details of any add-on services related to this project over and above what is laid down in the tender document. List of deliverables should also be identified and explained.
3. The bidder shall describe the approach and methodology to be undertaken to achieve the set objectives and outcomes of the Project including but not limited:
 - Implementation Approach
 - Computerization of day to day accounting transaction for the preparation of Financial Statements
 - Sustainability of Project (Handholding support to ULB's Staff)
 - Risk Management Approach associated with project.
4. The Bidder shall describe the knowledgebase, best practices and tools that will be used by the project team for the execution of scope of work activities.

7.2.6. Project Plan

S. No	Item of Activity	Month-Wise Program					
		M1	M2	M3	M4	M5
1	Activity 1						
2	Activity 2						
3	Activity 3						
4	Activity 4						
5	Activity 5						
6	Activity 6						

- Indicate all main activities of the assignment, including delivery of reports and other benchmarks such as Bidder approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- Duration of activities shall be indicated in the form of a bar chart.

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

7.2.7. Format of Deployment of Personnel

- The Bidder should provide a detailed resource deployment plan in place to ensure that technically qualified staff is available to deliver the project.
- The Bidder should provide the summary table of details of the manpower that will be deployed on this project along with detailed CVs of key personnel

No.	Name of Staff	Education Qualification and Designation / Role	Area of Expertise	Deployment Period (In Months)						Total Man-Months Proposed	Full Time/ Part Time
				M1	M2	M3	M4	M5	N		
1											
2											
3											

7.2.8. Team Composition

- The Bidder shall indicate the overall team composition that is expected to be deployed across locations as part of this project
- Team shall be indicated separately in the overall team composition

S.N.	Name of Staff	Qualification	Experience	Area of Expertise	Position assigned	Time committed on engagement	Deployment mode (Onsite / Offsite)

7.3. Annexure - Format for Commercial proposal

7.3.1. Commercial Bid Cover Letter

Name of the Cluster..... (To be filled by the Bidding Organization)

To,
Director, Urban Local Bodies,
Directorate of Urban Local Bodies,
Bays No. 11 - 14, Sector - 4,
Panchkula, Haryana - 134112

Dear Sir /Madam:

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

Our attached Financial Proposal is for the amount of INR..... (Insert amount(s) in words) which is inclusive of all taxes, duties and levies. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet. No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

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

Yours sincerely,

(Signature of authorized signatory of the Bidding organization and seal)

7.3.2. Details of cost components (BOQ format)**Hisar Cluster (22 Towns)****Name of the Bidder:**

S.N.	ITEM	UNIT RATE (INR) (A)	QTY (B)	TOTAL AMOUNT WITHOUT TAXES (INR) (C= A*B)	TAXES, DUTIES AND LEVIES (D) (%)	TOTAL AMOUNT INCLUSIVE OF ALL TAXES, LEVIS, DUTIES (INR) (E = C+ C*D)
1.1	Municipal Corporations: Up to date Books of Accounts and preparation of Opening balance sheet as on 01.04.2018 including Income & Expenditure A/c & other relevant schedule		1			
1.2	Municipal Corporations: Up to date Books of accounts, entered all transaction in selected accounting software, Preparation of Balance Sheet of ULBs as on 31-03-2019 Including Income & Expenditure A/c & other relevant schedule		1			
1.3	Municipal Corporations: Up to date Books of accounts, entered all transaction in selected accounting software, Preparation of Balance Sheet of ULBs as on 31-03-2020 Including Income & Expenditure A/c & other relevant schedule		1			
1.4	Municipal Corporations: Up to date Books of accounts, entered all transaction in selected accounting software, Preparation of Balance Sheet of ULBs as on 31-03-2021 Including Income & Expenditure A/c & other relevant schedule		1			
1.5	Municipal Corporations: Training and Handholding support to Urban Local Bodies with day to day accounting entries from the Financial Year 2021-22 to till the exit date of Chartered Accountant Firms.		1			
1.6	Municipal Corporations: Preparation of Handholding Support Financial Statements for the Financial Year 2021-22		1			
1.7	Municipal Corporations: Preparation of Handholding Support Financial Statements for the Financial Year 2022-23		1			

RFP for Selection of CA Firm for implementation of ABDEAS in the ULB of Hisar cluster, Haryana

S.N.	ITEM	UNIT RATE (INR) (A)	QTY (B)	TOTAL AMOUNT WITHOUT TAXES (INR) (C= A*B)	TAXES, DUTIES AND LEVIES (D) (%)	TOTAL AMOUNT INCLUSIVE OF ALL TAXES, LEVIS, DUTIES (INR) (E = C+ C*D)
2.1	Municipal Councils: Up to date Books of Accounts and preparation of Opening balance sheet as on 01.04.2018 including Income & Expenditure A/c & other relevant schedule		7			
2.2	Municipal Councils: Up to date Books of accounts, entered all transaction in selected accounting software, Preparation of Balance Sheet of ULBs as on 31-03-2019 Including Income & Expenditure A/c & other relevant schedule		7			
2.3	Municipal Councils: Up to date Books of accounts, entered all transaction in selected accounting software, Preparation of Balance Sheet of ULBs as on 31-03-2020 Including Income & Expenditure A/c & other relevant schedule		7			
2.4	Municipal Councils: Up to date Books of accounts, entered all transaction in selected accounting software, Preparation of Balance Sheet of ULBs as on 31-03-2021 Including Income & Expenditure A/c & other relevant schedule		7			
2.5	Municipal Councils: Training and Handholding support to Urban Local Bodies with day to day accounting entries from the Financial Year 2021-22 to till the exit date of Chartered Accountant Firms.		7			
2.6	Municipal Councils: Preparation of Handholding Support Financial Statements for the Financial Year 2021-22		7			
2.7	Municipal Councils: Preparation of Handholding Support Financial Statements for the Financial Year 2022-23		7			
3.1	Municipal Committees: Up to date Books of Accounts and preparation of Opening balance sheet as on 01.04.2018 including Income & Expenditure A/c & other relevant schedule		14			

RFP for Selection of CA Firm for implementation of ABDEAS in the ULB of Hisar cluster, Haryana

S.N.	ITEM	UNIT RATE (INR) (A)	QTY (B)	TOTAL AMOUNT WITHOUT TAXES (INR) (C= A*B)	TAXES, DUTIES AND LEVIES (D) (%)	TOTAL AMOUNT INCLUSIVE OF ALL TAXES, LEVIS, DUTIES (INR) (E = C+ C*D)
3.2	Municipal Committees: Up to date Books of accounts, entered all transaction in selected accounting software, Preparation of Balance Sheet of ULBs as on 31-03-2019 Including Income & Expenditure A/c & other relevant schedule		14			
3.3	Municipal Committees: Up to date Books of accounts, entered all transaction in selected accounting software, Preparation of Balance Sheet of ULBs as on 31-03-2020 Including Income & Expenditure A/c & other relevant schedule		14			
3.4	Municipal Committees: Up to date Books of accounts, entered all transaction in selected accounting software, Preparation of Balance Sheet of ULBs as on 31-03-2021 Including Income & Expenditure A/c & other relevant schedule		14			
3.5	Municipal Committees: Training and Handholding support to Urban Local Bodies with day to day accounting entries from the Financial Year 2021-22 to till the exit date of Chartered Accountant Firms.		14			
3.6	Municipal Committees: Preparation of Handholding Support Financial Statements for the Financial Year 2021-22		14			
3.7	Municipal Committees: Preparation of Handholding Support Financial Statements for the Financial Year 2022-23		14			
	TOTAL					

Dated:

Place:

Sign & sealed: (Authorized representative of the Bidding organisation)

Note:

RFP for Selection of CA Firm for implementation of ABDEAS in the ULB of Hisar cluster, Haryana

1. Selected Agency is expected to submit their invoice for work undertaken at respective ULBs separately
2. Payment shall be made by respective ULBs upon verification of work undertaken by the Selected Agency
3. In case No. of ULBs increase during the engagement, implementation rate would be based on the unit rate defined in the categories of ULB submitted in above BOQ.
4. Quantity for each type of Municipality for every activity specified in the BOQ shall be quoted as per structure of the cluster specified in this RFP
5. In case any discrepancies are found in this quantity - i.e. quantity quoted by Bidder and that specified in the RFP, Client shall have the right to amend the quantity quoted by the Bidder.

7.4. Annexure - Format for Performance and Advance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

To,
Director, Urban Local Bodies,
Directorate of Urban Local Bodies,
Bays No. 11 - 14, Sector - 4,
Panchkula, Haryana - 134112

Whereas, <<name of the supplier and address>> (hereinafter called “the Successful Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Directorate of Urban Local Bodies, Haryana (hereinafter called “the Client”)

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Successful Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

* This page has been left blank intentionally



GOVERNMENT OF HARYANA
DIRECTORATE OF URBAN LOCAL BODIES

Request for proposal for Selection of CAG empanelled Chartered Accountant Firms for Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations / Councils / Committees of Hisar Cluster of HARYANA.

Request for Proposal

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Volume II: Scope of Work

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1. Introduction

1.1. Outline

Accrual based Double Entry Accounting Reform is a mandatory reform as per the 74th Constitutional Amendment, Government of India (GoI) flag ship programmes and is one of the conditions stipulated by the 12,13, 14 Finance Commission, including AMRUT. Government of Haryana now envisions the adoption of Accrual Based Double Entry Accounting Reforms in all ULBs of the state.

- The 74th Constitutional Amendment Act, 1992 (CAA) gave constitutional status to ULBs in India and empowered them to function as local self-governments to provide good urban governance. One of the many facets of improved good urban governance is maintaining of complete set of accounting records to ensure accountability and transparency in all government functions. This necessitates all ULB to convert their existing accounting and financial management system to such methods which have wide acceptance.
- In terms of the 12th Finance Commission (TFC) recommendations and the Guidelines issued by the Ministry of Finance, Government of India (GoI), there was a suggestion for accrual based accounting for all ULBs across India.
- In 2001, the Honourable Supreme Court indicated that all ULBs must convert their existing system of accounting in to Accrual Based Double Entry Accounting System (ABDEAS) following Accrual-based methods.
- Also, as per the 13th FC Recommendations, the State Government must put in place a supplement to the budget documents for local bodies (separately for PRIs and ULBs) furnishing the details (other than those relating to Finance Accounts). The State department should require urban local bodies to maintain accounts as provided in Para 10.116. [Para 10.116 provides that “the states should implement in all urban local bodies an accounting framework consistent with the accounting format and codification pattern suggested in the National Municipal Accounts Manual.]
- As per the 14th FC Recommendations, the books of accounts prepared by the Urban Local Bodies should distinctly capture income on account of own taxes and non-taxes, assigned taxes, devolution and grants from the state, grants from the Finance Commission and grants for any agency function assigned by the Union and state Govt. Also, Municipality will have to submit the audited books of accounts that relate to year not earlier than two years preceding the year for claiming the performance grant.
- The Atal Mission for Rejuvenation and Urban Transformation (AMRUT) is a landmark initiative of Government of India for improving infrastructure and service delivery system in cities having one lakh and more population through better governance and financial management system. To achieve this, the mission envisages the implementation of Double Entry Accounting System in the AMRUT cities.

- The intent of this document is to provide the detailed scope of work for Bidder/ who shall be engaged for Implementation of Accrual based double entry accounting systems handholding support for all the Municipal Corporations / Councils / Committees of Hisar Cluster of Haryana

1.2. Institutional Profile – About Directorate of Urban Local Bodies (DULB), Haryana

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

The Directorate of Urban Local Bodies is headquartered at Panchkula and the Municipal Corporations, Councils and the Committees are located across Haryana. At present, there are 11 Municipal Corporations, 21 Municipal Councils and 57 Municipal Committees in the state which are headed by Municipal Commissioners and other established officers.

1.3. Project Background

Most ULBs in the Haryana, in present scenario maintaining books of accounts on cash based Single Entry Accounting System, which is based on the Haryana Account Code, 1930. For preparing the financial statements and reporting, ULBs are need to maintain the various records such as Cash Book, Register of Deposits, Register of Tools, Equipments, Plants and Liabilities payable etc. However, in practice, it is observed that many of these records are not updated by ULBs on regular basis & thus available data at any point of time is insufficient to arrive at actual financial position of ULBs. Accounting and financial reporting in ULBs needs to be strengthened and modernized urgently. ULBs are required to follow the Accrual Based Double Entry Accounting system as prescribed by Directorate of Urban Local Bodies, Haryana.

The Directorate of Urban Local Bodies (DULB) expects that it would substantially enhance capacity of ULBs in Accounting and Financial reporting.

Cash-basis accounting, as followed by Haryana's ULBs, has the following limitations:

- a) Lack of uniformity of accounting: Currently there is no proper codification structure as per NMAM followed by any of the ULB's in Haryana. Few of the Municipal corporations are using Tally as a base software for day to day transactions, but Chart of accounts are not configured and mapped into it as per NMAM guidelines.
- b) Budget preparation is not uniform: The ULBs are Haryana are not preparing the budget if prepared the format and process for budget preparation is not uniform.
- c) Non- maintenance of registers: ULBs are envisaged to maintain records in various forms such as PFR, Securities register, Register of Deposits, Register of

Tools, Equipment's & Plants etc. However, in practice, it is observed that many of these records are not updated by ULBs on regular basis & thus available data at any point of time is insufficient to arrive at actual financial position of ULBs.

- d) No IT Application: Currently there is no IT application running in ULBs, some of the ULBs are maintaining books of accounts in Tally but there is no complete recording system of day to day transactions. There is no integration between the accounting and revenue system of the ULBs.
- e) Non maintenance of Asset Register: The ULBs in Haryana are not having the complete records of assets. This also impact the Credit rating of the ULBs as the input for the credit rating is derived from the information available at ULBs.
- f) No Trail Balance: Since every debit does not have a corresponding credit, a Trial Balance cannot be extracted to test the arithmetical accuracy of the entries.
- g) No Balance Sheet: In absence of proper records of any assets and of any allowances for depreciation or other losses of value, it is not possible to prepare a Balance Sheet.
- h) No monitoring at HQ level: The current system of accounting lacks the preparation of MIS reports for monitoring at the State HQ.
- i) Lack of Completeness: Financial statements do not reflect the complete and comprehensive financial position of the ULB with relation to fixed assets, capital work-in-progress, current assets, current liabilities, depreciation for replacement of assets, etc.
- j) Cost allocation: Separate revenue and cost allocations are not ascertainable for the different utilities and services provided by the ULBs.
- k) Lack of matching concept: No weight is given to the concept of "matching," i.e., the idea that expenses from a specific period should be set against the revenues from the same period.
- l) Error and omission: The records are maintained in single entry systems so it is too easy to perpetrate the errors and frauds and too difficult to detect them.
- m) Contingent assets and liabilities: No disclosure is made about contingent assets and liabilities that may turn into committed ones on account of guarantees given or letter of comfort issued by the ULB.

1.4. Project Objectives

The key objective of this project is migration from single entry to double entry accounting system in ULBs. The reforms initiative proposes to upgrade all ULB's from the existing manual cash-based accounting system to Computer based accrual double entry accounting systems. This will help ULBs streamline their Municipal Accounting systems through process re-engineering and use of IT tools and Technologies, which will bring transparency in departmental process and ensures completeness and correctness in books of accounts.

The overall objective as envisaged under this scope is to enforce the Accrual- based Double Entry Accounting System and certain good practices of financial management in all the Municipal Corporations / Councils / Committees of Hisar Cluster of Haryana on

updated basis which would ensure that the financial transactions of these ULBs shall be in the formats prescribed using accrual based DEAS. The broad aim of the assignment is to ascertain sustainability of the accrual-based DEAS, Asset Accounting including Inventory Management and Preparation of Financial statements as per provisions; and to promote accountability of use of public funds, provide data for sound and economic financial management practices.

The key objective of implementation of ABDEAS:

- Single entry to Double entry accounting system
- Creation and Finalization of codification structure and updation of Accounts Code 1930 Manual for ULBs of Haryana
- Preparation of books of accounts including ledgers
- Finalization of accounts based on the financial year i.e. Preparation of Trail Balance, Profit and loss A/C and Balance Sheet of the ULBs.
- Budget Management & approvals
- Inventory and Assets Management
- Managing day-to-day financial transactions covering receipts and payments.
- Bank Reconciliation Statements and Generation of MIS reports

2. Project Area

Following is the table showing the list of ULBs for Hisar Cluster for implementation of accrual based double entry accounting systems:

Hisar Cluster (22 Towns)		
S.N.	NAME OF ULBs	TYPE OF ULBs
1.	Hissar	Municipal Corporation
2.	Hansi	Municipal Council
3.	Fatehabad	Municipal Council
4.	Tohana	Municipal Council
5.	Sirsa	Municipal Council
6.	Mandi Dabwali	Municipal Council
7.	Jind	Municipal Council
8.	Narwana	Municipal Council
9.	Barwala	Municipal Committee
10.	Narnaud	Municipal Committee
11.	Uklana	Municipal Committee
12.	Bass	Municipal Committee
13.	Sisai	Municipal Committee

14.	Ratia	Municipal Committee
15.	Bhuna	Municipal Committee
16.	Jakhal Mandi	Municipal Committee
17.	Rania	Municipal Committee
18.	Kalanwali	Municipal Committee
19.	Ellenabad	Municipal Committee
20.	Safidon	Municipal Committee
21.	Uchana	Municipal Committee
22.	Julana	Municipal Committee

3. Scope of Work

The selected Firm shall be responsible for the time bound completion of project deliverables as envisaged in RFP. The personnel's deployed by the Firm shall work in all the Municipal Corporations / Councils / Committees of Hisar Cluster of Haryana.

Broadly the scope of services of consulting firm shall be the following but not limited to the same, if there are any changes in future during the course of the project, on account of any Govt. notifications pertaining to the Clauses specified in the RFP documents, those changes shall be deemed to be the part of scope of work and Bidder shall be bound to conduct the additional activities without any additional remuneration:

3.1. AS-IS Assessment for understanding the accounting process

- Rapid Assessment of the Existing Finance & Accounting Systems and Review of on-going initiatives in ULBs and identification of the gaps/ deviation from amended Haryana Municipal Accounting Code/ National Municipal Accounts Manual (NMAM).
- Recommending process re-engineering of existing accounting related practices, recommend necessary changes and help implement the same in ULB so as to enable the implementation of a real time live ABDEAS online system at the ULB from the financial year 2021-22 onwards.

3.2. Preparation of Opening Balance Sheet

- Carrying out Survey & verification of municipal Assets (Fixed Assets & Moveable Assets) & Inventory, Incorporation of the assets, if any, (by physical verification) not identified so far, Carrying out Valuation of Fixed Assets & Movable assets & liabilities as per Government Notifications/Municipal Accounting Manuals. preparation of a Comprehensive Fixed Assets Register (FAR)/ Documents.
- Preparation of Opening Balance Sheet of the ULB under the Accrual Based Double Entry Accounting System as on 1st April 2018 after carrying out the survey,

verification and listing of municipal assets and liabilities.

3.3. Preparation of Financial Statements

- a) Computerisation of all Accounting Transactions of all ULBs in the cluster allotted in Accrual Based Double Entry Accounting System for the financial year 2018-19 onwards through Finance and Accounting Module of DIGIT platform (eGov Foundation)/ suitable software available & thereby establishing computerized Accounting System in the ULBs. The computerized Accounting System shall be interlinked with other existing or proposed system of ULBs so that it synchronization with the output of each system like Property Tax, Fixed Asset & others could be established.
- b) Updating of fixed assets register/document and prepare the comprehensive register / document for each of the financial year under the assignment from 2018-19. Prepare and update subsidiary cash books, grant register, scheme registers, loan register, deposit register, Property tax receivables register, account payable etc (if not prepared by the ULB) for the period starting from FY 2018-19 to FY 2022-23.
- c) Preparation of Trial Balance, Income and Expenditure statements, Bank Reconciliation Statements, Receipts and Payment Statements, Cash Flow Statements, Balance sheet & relevant schedules & annexure as per Haryana Municipal Accounts Code/National Municipal Accounts Manual for the Financial year 2018-19,2019-20, 2020-21, 2021 -22 & 2022-23.
- d) Preparation of Advance and Deposit Registers;
- e) Assist in the reconciliation of amounts receivables/recoverable (on account of license fees, interest on deposits, loans and advances etc.) and amounts payable to supplier, contractors, employees etc. and obtaining confirmation of balances;
- f) Assist in reconciling the investments in fixed deposits, etc. and determine the amount of accrued interest. Obtain balance confirmation from institutions holding deposits on behalf of the ULB;
- g) Assessment of Capital Work in Progress and contingent liabilities;
- h) Identification of pre-paid expenses, outstanding expenses, outstanding income and any income which is received in advance;
- i) Identification of any grant received for specific projects, and the work done till date; pending balance, if any.
- j) Receivables and payables management concerning improved collection of dues and timely payments of contractors/suppliers;
- k) Preparation of General Provident Fund ledgers of employees of ULBs;
- l) Preparation of work ledgers including treatment of income tax, goods and service tax, sales tax, royalties, and others as applicable for data migration;

3.4. Municipal Budget

Assist in implementation and preparation of budgets (including outcome budgeting) for FY 2022-23 as per the Haryana Municipal Accounts Manual/ National Municipal Accounts Manual.

3.5. Handholding Support and Capacity Building to the ULB's staff:

- a) The firm shall be responsible for simultaneously Imparting on the job training / handholding support to the accounting staff of the ULBs, as part of the hand – holding assistance, for ensuring building up of necessary competencies in them for future maintenance of accounts & computerized system subsequent to migration to accrual based double entry accounting system. Successful bidder shall be required to enter all the transaction for financial year 2018-19 onward in relevant software till schedule date of completion of Contract or exit date from ULB for completion of work taking the support from ULB staffs, so that they acquire competence to carry forward the work from that date.
- b) Provide handholding support and assistance to sustain the new accounting system including asset accounting and inventory management, and provide necessary 'on site' professional support in maintaining various books of accounts prescribed;

3.6. ULB's Audited Financial Statements

- a) Assist ULBs in getting completed financial statements audited by external auditors, if any;
- b) Review the audit queries raised/audit para, assist in preparation of action plan, assist in developing a standardized process for audit resolution so as to eliminate possibility of future recurrence of such audit queries/audit para.
- c) Assist ULBs in formulating & putting in place proper system in respect of smooth functioning of Audit/Account committees formed / to be formed at each ULB.

3.7. Income Tax and Goods and Service Tax (GST) Return Filling

The Bidder firm to comply with all the provision of the Income Tax Act, GST Act and Rules thereunder for Monthly, Quarterly and Annual Return filling during the project engagement period.

3.8. MIS and Reporting

- a) The Bidder Firm shall be responsible for the implementation of ABDEAS in the ULB(s) and will report periodically not later than fortnightly or as and when necessary to the Directorate of Urban Local Bodies (DULB).
- b) Assist in implementing the MIS structure and ensuring regular updates to the MIS, so that Directorate of Urban Local Bodies (DULB) can receive correct and timely information from ULBs.
- c) Compilation & submission of all needed information required for State and Central Finance Commission and Directorate of Urban Local Bodies (DULB) related to the ULBs under its jurisdiction;
- d) Preparation and furnishing of all financial reports to Directorate as may be prescribed by the Directorate, Urban Local Bodies from time to time
- e) Any other activities for the purpose specified in this Request for Proposal (RFP)

4. Components of the Services

Phase	Milestones
Pre-Implementation	<ol style="list-style-type: none"> 1. Carrying out Survey & Verification of Municipal Assets & Inventory. 2. Valuation of Fixed Assets & Movable Assets & Liabilities. 3. Determination and creation data base of Fixed Assets, infrastructure assets, Current assets, Investments, Long term liabilities, Current Liabilities and net worth as on the transaction date. 4. Categorization, grouping and sub-grouping of assets and liabilities. 5. Reducing backlog in Bank Reconciliation, updation of registers and adoption and audit of Annual Financial Statements. 6. Assessing Existing System of Municipal Accounting, Identifying Deficiencies, Verifying availability of Data with ULBs & Submission of Status Report ULB-Wise
Computerization	<ol style="list-style-type: none"> 1. Computerization of Records and Accounting system using the new codes and account heads-Using selected software which should cover Expenditure module, Income module, Budget module and procedures module using new codes and chart of accounts. 2. Generating MIS reports 3. Computerization of Bank Reconciliation. 4. Development and Updation of Data of Pay Roll System and grouping employees under Function Functionary wise.
Book-keeping, Accounting and Implementation of ABDEAS	<ol style="list-style-type: none"> 1. Book-keeping, Accounting and Assisting the ULBs in account related activities from FY 2018-19 onwards. 2. Implementation of Accrual Based Double Entry Accounting System.
Preparation of Financial Statements	<ol style="list-style-type: none"> 1. Preparation of Financial Statements for the transition period as on 01.04.2018 2. Preparation and finalisation of financial statement, relevant schedules and annexures for the Financial Year 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.
Training and Handholding support	<ol style="list-style-type: none"> 1. Training and Handholding support to ULBs and day to day accounting entries. 2. Any other activities for the purpose specified in this Request for Proposal (RFP).

The Bidder may shall submit a Report highlighting issues that could become critical for the timely completion of the work and that requires urgent attention of the Directorate, Urban Local Bodies and Urban Local Bodies.

Regular communication with Directorate of Urban Local Bodies is required in addition to all key communications. This may take the form of telephone/ teleconferencing, e-mails, faxes, and occasional Meetings.

5. General outputs and timelines

The duration of this assignment shall be 30 (thirty) months unless any corrigendum issued in this favour, to the Terms of Reference mentioned in request for proposal Volume-II. The assignment is output based. The expected outputs/ deliverables for the Selected Agency would be as below during the period of assignment:

Where T = signing of the agreement

SN.	Deliverable/output	Timeline (from signing date of Agreement)
1.	<ul style="list-style-type: none">i. Survey and listing out of moveable and immovable Assets, inventory, liabilities, and carrying out valuation of fixed assets & liabilities of Urban Local Bodies as per government notifications/Municipal accounting code.ii. Approval of legacy data listing by concerned Urban Local Bodies.	T1 = T+ 4 Months
2.	<ul style="list-style-type: none">i. Preparation and approval of Opening Balance Sheet of Urban Local Bodies as on 01-04-2018 including Income & Expenditure Account & other relevant schedule as per Haryana Municipal Accounts Code/National Municipal Accounts Manual.ii. Handholding support to Urban Local Bodies accounts related staff and upload the FS on the website of concerned Urban Local Body and Directorate of Urban Local Bodies.	T2 = T1+1 Month

SN.	Deliverable/output	Timeline (from signing date of Agreement)
3.	<p>i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of Urban Local Bodies as on 31-03-2019. Including Income & Expenditure Accounts & other relevant schedule as per Haryana Municipal Account Code/National Municipal Accounts Manual.</p> <p>ii. Handholding support to Urban Local Bodies Accounts related staff and upload the FS on the website of concerned Urban Local Body and Directorate of Urban Local Bodies.</p>	T3= T2+1 Month
4.	<p>i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of Urban Local Bodies as on 31-03-2020. Including Income Expenditure Account & other relevant schedule as per Haryana Municipal Accounts Code/National Municipal Accounts Manual.</p> <p>ii. Handholding support to Urban Local Bodies Accounts related staff and upload the FS on the website of concerned Urban Local Bodies and Directorate of Urban Local Bodies.</p>	T4= T3+1 Month
5.	<p>i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of Urban Local Bodies as on 31-03-2021. Including Income Expenditure, A/c & other relevant schedule as per Haryana Municipal Accounts Code/National Municipal Accounts Manual.</p> <p>ii. Handholding support to Urban Local Bodies Accounts related staff and upload the FS on the website of concerned Urban Local Bodies and Directorate of Urban Local Bodies.</p>	T5= T4+1 Months

SN.	Deliverable/output	Timeline (from signing date of Agreement)
6.	i. Training and Handholding support to Urban Local Bodies with day to day accounting entries from the Financial Year 2021-22 to till the exit date of Chartered Accountant Firms. ii. All the balance services as per detailed scope mentioned in Request for Proposal Volume -II	T6= T5 to end of contract period (30 Months)
7.	i. Preparation of Handholding Support Financial Statements for the Financial Year 2021-22 ii. Approval of Financial Statements and upload on the website of concerned Urban Local Body and Directorate of Urban Local Bodies	T7= September 2022
8.	i. Preparation of Handholding Support Financial Statements for the Financial Year 2022-23 ii. Approval of Financial Statements and upload on the website of concerned Urban Local Body and Directorate of Urban Local Bodies	T8 = September 2023

Note:

1. The activities/assignment mentioned in above table-serial No 3, 4 and 5 will have to be carried out parallel within the given time period.
2. All reports must be submitted in both print and electronic version to the concerned ULBs, Directorate of Urban Local Bodies (Govt. of Haryana). All equipment required for satisfactory services for this project shall be obtained by the C.A. Firm at their own cost and shall be their property.

6. Project Management and Governance

6.1. Qualification and Experience for Key Resources

- a) The bidder firm shall provide qualified manpower for the execution of tasks defined in this Request for proposal the manpower to be deployed shall be experienced and technically capable in their job. The minimum qualifications and skill requirements of key persons are mentioned the request for proposal. The CVs of the manpower shall be got approved from the Directorate of Urban Local Bodies.
- b) The responsibility of depositing required amounts in Provident Fund or Insurance or any other statutory requirement, as per prevalent laws, shall solely be that of the bidder and the procuring entity /Client shall in no way be liable / responsible for fulfilment of these obligations.

- c) Deployment and Supervision of personnel required for the Successful completion of the Project. The bidder shall be responsible for sourcing of the personnel and the management of all matters relating to such personnel, to carry out the responsibilities assigned to the bidder under the agreement with the bidder. In particular, these include:
 - Recruitment of the personnel possessing the qualifications prescribed in the RFP;
 - Training of the personnel;
 - Payment of salaries and benefits to the personnel;
 - Meeting all statutory obligations / payments arising out of engaging the personnel;
 - Meeting all the liabilities arising out of the acts of the personnel
- d) During the course of the contract, if it becomes necessary to replace any of the Key Personnel, the bidder shall forthwith with **due approval from** Directorate of Urban Local Bodies and Urban Local Bodies provide as a replacement, a person of equivalent or better qualifications and experience than the resource being replaced / or proposed in the bid.
- e) The resource support proposed in the proposal should be on the rolls of the bidder(s) at the time of submission of the proposal. For any change of the resource or any resource being proposed for operations, the bidder should have to submit the CV of the resource, at least 2 weeks in advance to Directorate of Urban Local Bodies and Urban Local Bodies to decide on the replacement.
- f) The bidder must ensure that the minimum number of Personnel proposed in the RFP is available. However, bidder is expected to provide information on the different levels of resources proposed for the project. The bidder is expected to estimate the requirements of resources considering the requirements provided in this tender and to implement it successfully. The bidder can provide the list of resources for helpdesk for employees after selection.
- g) All the concerned staff should log an attendance on a daily basis at their respective reporting location.

The detailed qualification and experience requirements for the key professional personnel are specified in the RFP Volume - I (**Table of Key Professionals Staff competencies/experience**)

6.2. Teaming for implementation of AB-DEAS

The Selected Bidder has to deploy at least one Account Assistant, one Data Entry Clerk at each location of ULB and Deputy Project Manager and Project Manager at Cluster Level. Bidder has to also ensure Account Assistant and Data Entry clerk full time deployed at each ULB and minimum one visit fortnightly of Deputy Manager and one visit monthly of Project Manager at each ULB of concern cluster during the project implementation period to support for daily operations of accounting applications.

The selected bidder shall provide services in concerned municipality as per the resource deployment requirements stated in the RFP.

The proposed services shall be normally manned for a period of 8 hours each day (6 days per week) as per the requirement throughout the year (excluding national holidays) or as decided by the Office of the Tendering Authority. But in exception condition or in urgency of work, the support might be required on holidays. The selected bidder shall maintain an attendance register for the resources deployed.

Also, it would be the responsibility of the Selected Bidder to retain the deployed manpower for the entire Contract/ Project duration or in the event of a resource leaving the employment with the selected bidder, the same shall be immediately replaced with another resource of equivalent minimum qualifications and experience mentioned in request for proposal. All such events should be notified prior to the concerned municipality in writing.

The staff provided by the Selected Bidder will perform their duties in accordance with the instructions given by the designated officers of the concerned municipality from time to time. The Directorate of Urban Local Bodies (DULB) will examine the qualification, experience etc. of the personnel provided before they are put on the designated positions. The Selected Bidder has to take approval from Directorate of Urban Local Bodies (DULB) for the proposed staff before their deployment. The Directorate of Urban Local Bodies (DULB) and Urban Local Bodies have every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/project.

It is responsibility of the selected bidder to scale up the implementation team as and when required to ensure smooth project execution throughout the duration.

Some of the key project management governance requirements are covered in this section. Selected Agency are expected to detail the governance framework in their proposal. Bidders are also free to propose their own governance structure as part of response to this RFP. The Selected Agency's proposed governance model will be discussed between Selected Agency and Directorate of Urban Local Bodies at the time of on-boarding. The final Project Management and Governance Model shall be instituted by the Selected Agency only after the approved by DULB, Haryana.

6.3. Steering Committee

A Steering Committee consisting of senior stakeholders from DULB, Haryana; personnel / officials / representatives of various agencies as nominated by DULB, Haryana; and the Selected Agency is proposed to be constituted. Selected Agency is expected to nominate its Organization / Department Head or his / her immediate sub-ordinate as part of the Steering Committee.

The Selected Agency shall participate in monthly Steering Committee meetings and update Steering Committee on Project progress, Risk parameters (if any), Resource deployment and plan, immediate tasks, and any obstacles in project. The Steering Committee meeting shall be a forum for discussing and seeking approvals on critical project decisions, etc.

All relevant records of proceedings of Steering Committee shall be maintained, updated, tracked and shared with the Steering Committee and Project Management Office by the Selected Agency.

During the Implementation Phase of the Project, it is expected that at least one Steering Committee meeting is held every month.

Other than the planned meetings, in exceptional cases, DULB may call for a Steering Committee meeting with prior notice to the Bidder.

6.4. Project Monitoring Committee (PMC)

A Project Management Committee (PMC) is proposed to be set up at the time of initiation of the Project. The PMC will, at the minimum, include a designated full time Project Manager from Selected Agency. The PMC will also include key persons from other relevant stakeholders like DULB, Haryana; selected Municipalities; PMU and Consultants appointed by DULB, Haryana; and other officials / representatives of relevant agencies by invitation. The operational aspects of the PMC shall be handled by the Selected Agency including maintaining weekly status, minutes of the meetings, weekly / monthly / project plans, etc.

PMC is proposed to meet formally on a fortnightly/ monthly / quarterly, as required basis covering, at a minimum, the following agenda items:

- a) Project Progress
- b) Delays, if any – Reasons thereof and ways to make-up lost time
- c) Issues and concerns
- d) Performance and SLA compliance reports;
- e) Unresolved and escalated issues;
- f) Change Management - Proposed changes, if any
- g) Project risks and their proposed mitigation plan
- h) Discussion on submitted deliverable
- i) Timelines and anticipated delay in deliverable if any
- j) Any other issues that either party wishes to add to the agenda.

6.5. Roles & responsibilities of the stakeholders in the project implementation

6.5.1. Project Management Unit

A separate Project Management Unit is envisaged to be engaged by DULB, Haryana to support the implementation of the system and will monitor the following:

- a) Project Management Unit (PMU) at the Directorate of Urban Local Bodies level is proposed to be constituted to review the work of the firm and make sure that the work is proceeding according to the agreed programme. The PMU will ensure that the Firm work is not held up for want of clearances from any department.

- b) The PMU will monitor the progress and make modifications in the programme as and when necessary.
- c) The Firm shall finalize a programme and submit for fortnightly progress reports on tasks achieved and any other details required by PMU.
- d) The progress report shall indicate inter-alia a status of the work completed and other information for monitoring progress. Reasons for short fall should be clearly stated and suggestions for corrective measures be given.

6.5.2. Selected Agency

DULB, Haryana envisages to follow an integrated approach towards implementation of accrual based double entry accounting systems. Accordingly, all the components are being “bundled” at the state level and contracted out to a single Agency who would act as a single point of contact and accountability.

The Selected Agency shall be held responsible for the outcomes of the program and their payments would be linked to the progress of the project as well as the outcomes of the program. The payment schedule will be based on achieving milestones of the Project as well as on accomplishing those milestones with predefined SLAs and Standard.

6.5.3. Directorate of Urban Local Bodies (DULB), Haryana

- a) Reviewing the Request for proposal
- b) Issue of the LOI to the Successful Bidder
- c) Contract signing with Successful Bidder
- d) Policy Directions and Guidance for successful execution of the Project,
- e) Creating a supporting environment for the success of the project
- f) Approval of Documents/ Deliverables
- g) Approval of various Project Components and Functionalities to be covered in the Project
- h) Review progress of the Project
- i) Ensure proper Training arrangements
- j) Ensure deployment of appropriate handholding personnel
- k) Other important policy and procedural issues
- l) Acceptance for completion of project.

6.5.4. Urban Local Bodies, Haryana

- a) To promptly provide all the data, information, approvals, documents.
- b) Review progress of the Project
- c) Approval of Documents/ Deliverables
- d) Timely Release of Payments to Selected Agency as per contract milestones
- e) Ensuring the Urban Local Bodies staff properly taken the training from selected agency

6.6. General Requirements

- a) Within the defined timelines, Selected Agency is expected to prepare a comprehensive project plan for entire project covering detailed tasks which are to be carried out as a part of this project along with delivery schedule and key milestones.
- b) Selected Agency is expected to setup a Project Management Information System which will enable sharing of project plan, regular status updates with all relevant stakeholders involved
- c) Selected Agency is expected to define the final Project Governance Structure detailing and highlighting roles and responsibilities for all stakeholders involved from Selected Agency is expected to's Team; DULB, ULB, Haryana; and other identified stakeholders. Requirements / expectations of the Selected Agency from DULB and ULB, Haryana shall be discussed by the Selected Agency with DULB, Haryana, and be jointly finalized and signed off between the Selected Agency and DULB, Haryana with the consent of respective Urban Local Bodies
- d) Selected Agency is expected to detail the implementation approach, phases involved and highlight dependencies, and submit the same to DULB, Haryana
- e) Project plan shall necessarily cover areas of time, scope, quality, and risk management for the entire project. Project Plan shall also include a work breakdown structure detailing various components expected as outcomes which need to be mutually agreed with DULB, Haryana.
- f) Considering that the project involves a major transformational change the operations of Municipalities and state-level machinery of the State of Haryana, Selected Agency is expected to detail out a comprehensive change and communications management strategy and plan. It is also expected that this plan will be mutually agreed with DULB, Haryana by Selected Agency.
- g) The Selected Agency is expected to that the initially approved project plan may be revised with mutually revised timeline and be shared with all stakeholders from time-to-time
- h) Selected Agency with DULB, Haryana's approval will prepare and publish a Change Control Procedure to monitor implementation of any changes in the contract subject to conditions as laid out in this RFP. No change will be accepted without approval of the change control board (CCB) formed and defined as a part of project governance structure.
- i) Schedule for deployment of personnel will be shared upfront with DULB and ULB Haryana and the Selected Agency will comply with the conditions as laid down in this RFP.

6.7. Initial Composition, Full Time Obligation; Continuity of Personnel

- a) Bidder shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.
- b) Bidder **shall not** make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her

involvement in the provision of the Services during the Term (or agree to any request other than from DULB that would have the same effect):

- Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; and without DULB's and Respective ULB's prior written consent. The clauses of non-disclosure agreement shall always operate in any such case.
- Bidder shall promptly notify DULB and respective ULB of its intention to re-hire any member of the Key Personnel who had resigned from bidder in the previous 12-month period. DULB and respective ULB shall have the right to request that any member of the Key Personnel who resigns and is re-hired by bidder within 12 months of the resignation date be re-assigned to the provision of the Services.
- c) In case the resource has resigned, then the bidder has to inform DULB and Respective ULB within one week of such resignation.
- d) Bidder shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for any longer than 30 days, subject to reasonable extensions requested by bidder of DULB and respective ULB.
- e) Before assigning any replacement member of the Key Personnel to the provision of the Services, bidder shall provide DULB with:
 - A resume, curriculum vitae and any other information about the candidate that is reasonably requested by DULB; and
 - An opportunity to interview the candidate, if required.
- f) The bidder has to provide replacement resource, who scores at least the same marks as the resource proposed originally on the same evaluation parameters defined in this RFP document. Once this confirmation is received, DULB may request for an interview of the candidate and notify bidder within mutually agreed timelines. If DULB does not request an interview within mutually agreed timelines then it would be deemed as accepted.
- g) If DULB does object to the appointment, bidder shall not assign the individual to that position and shall seek an alternative candidate.

6.8. Solicitation of Employees

During the Termination and during the period thereafter, DULB, Haryana shall have the right to solicit and hire:

- a) In case of a termination for convenience, all members of the Key Personnel; and
- b) In case of a termination other than for convenience, all members of the Key Personnel; in addition, in each case, any two members of the Selected Agency's Team (other than Key Personnel) of Selected Agency's choice and at its sole discretion.

6.9. Transition and Exit Management

Bidders are expected to submit a detailed Transition and Exit Management plan as part of its technical proposal. DULB, Haryana shall evaluate the Transition and Exit

management plans submitted by the Successful Bidder, recommend suitable changes; if necessary and adopt the plan. The Plan approved by DULB, Haryana shall be implemented by the Selected Agency. The plan needs to be discussed and approved by DULB. The detailed Transition and Exit Management plan will be dealt as per the MSA of Request for proposal Volume -III

7. Annexure – 1: Standard Performa for Financial Statements DULB.

Following is the indicative format as per the National Municipal Accounts Manual for preparation of Financial Statements

Name of ULB-----				
INCOME & EXPENDITURE ACCOUNT FOR THE YEAR ENDED XXXXXX				
Code No.	Item/ Head of Account	Sch. No	Current Year	Previous Year
			(INR.)	(INR.)
1	2	3	4	5
	INCOME			
110	Tax Revenue	I-1	-	-
120	Assigned Revenues & Compensation	I-2	-	-
130	Rental Income from Municipal Properties	I-3	-	-
140	Fees & User Charges	I-4	-	-
150	Sale & Hire Charges	I-5	-	-
160	Revenue Grants, Contributions & Subsidies	I-6	-	-
170	Income from Investments	I-7	-	-
171	Interest Earned	I-8	-	-
180	Other Income	I-9	-	-
A	Total – INCOME		-	-
	EXPENDITURE			
210	Establishment Expenses	I-10	-	-
220	Administrative Expenses	I-11	-	-
230	Operations & Maintenance	I-12	-	-
240	Interest & Finance Expenses	I-13	-	-
250	Programme Expenses	I-14	-	-
260	Revenue Grants, Contributions & subsidies	I-15	-	-
270	Provisions & Write off	I-16	-	-

RFP for Selection of CA Firm for implementation of ABDEAS in Urban Local Bodies of Hisar Cluster,
Haryana

271	Miscellaneous Expenses	I-17	-	-
272	Depreciation		-	-
B	Total – EXPENDITURE		-	-
<i>A-B</i>	<i>Gross surplus/ (deficit) of income over expenditure before Prior Period Items</i>		-	-
280	Add: Prior period Items (Net)	I-18	-	-
	<i>Gross surplus/ (deficit) of income over expenditure after Prior Period Items</i>		-	-
290	Less: Transfer to Reserve Funds		-	-
	Net balance being surplus/ deficit carried over to Municipal Fund		-	-

RFP for Selection of CA Firm for implementation of ABDEAS in Urban Local Bodies of Hisar Cluster,
Haryana

Name of ULB-----				
BALANCE SHEET AS ON XXXXXX				
Code No	Description of items	Sch. No.	Current Year	Previous Year
			(INR.)	(INR.)
	<u>LIABILITIES</u>			
	Reserve & Surplus			
310	Municipal (General) Fund	B-1	-	-
311	Earmarked Funds	B-2	-	-
312	Reserves	B-3	-	-
	Total Reserves & Surplus		-	-
320	Grants, Contributions for specific purposes	B-4	-	-
	Loans			
330	Secured Loans	B-5	-	-
331	Unsecured Loans	B-6	-	-
	Total Loans		-	-
	Current Liabilities and Provisions			
340	Deposits Received	B-7	-	-
341	Deposit works	B-8	-	-
350	Other Liabilities (Sundry Creditors)	B-9	-	-
360	Provisions	B-10	-	-
	Total Current Liabilities and Provisions		-	-
	TOTAL LIABILITIES		-	-
	<u>ASSETS</u>			
	Fixed Assets	B-11		
410	Gross Block		-	-
411	Less: Accumulated Depreciation		-	-
	Net Block		-	-
412	Capital Work-in-Progress		-	-

RFP for Selection of CA Firm for implementation of ABDEAS in Urban Local Bodies of Hisar Cluster,
Haryana

	Total Fixed Assets		-	-
	Investments			
420	Investment – General Fund	B-12	-	-
421	Investments – Other Funds	B-13	-	-
	Total Investments		-	-
	Current Assets, Loans and Advances			
430	Stock in Hand (Inventories)	B-14	-	-
	<i>Sundry Debtors (Receivables)</i>			
431	Gross amount outstanding	B-15	-	-
432	Less: Accumulated provision against bad and doubtful Receivables		-	-
	<i>Net amount outstanding</i>		-	-
440	Prepaid Expenses	B-16	-	-
450	Cash and Bank Balances	B-17	-	-
460	Loans, advances and deposits	B-18	-	-
461	Less: Accumulated provision against Loans		-	-
	<i>Net Amount outstanding</i>		-	-
	Total Current Assets, Loans & Advances		-	-
470	Other Assets	B-19	-	-
480	Miscellaneous Expenditure (to the extent not written off)	B-20	-	-
	TOTAL ASSETS		-	-

**Signature and Seal of the FLCAs
Officer**

President

Commissioner /Executive

Place:

Date:

8. Annexure – 2: Indicative format of Fixed Assets Register.

LAND DETAILS

Sl. No.	Specify if leasehold / freehold	Location	Survey no. of the land	Area (acre / sq. m.)	Date of acquisition	Cost of acquiring the land (Rs.)	Was the land subject to improvement such as filling, levelling etc. after acquisition ? (Yes / No)	If yes, specify the details of improvement		Total Cost (Rs.)	From whom acquired	Mode of acquisition	Specify how land is being currently used	Give reference of the available title documents	Current market value (Rs.)	Remarks
								Date	Cost (Rs.)							
1	2	3	4	5	6	7	8	9	10	11 (7+10)	12	13	14	15	16	17

Notes:

1. Details of all the land belonging to the ULB, irrespective of the fact, whether it is vacant or any structure has been constructed on that, should be included here.
2. Each plot of land should be identified separately.
3. Specify if land is industrial / agricultural / residential in Column 2.
4. Draw a sketch / boundary for each plot of land and annex it to the form.

BUILDING DETAILS

Sl. No.	Description of the Building	Location	Survey no. of the land where building is located	Dimension of the Building			Number of Floors	Total sq. feet (carpet area)	Area of the land on which building is located (acre / sq. m.)	In case of property acquired, specify the estimated date of completion of construction along with date of acquisition by the ULB	In case of property constructed by the ULB, specify the date of construction	Cost of acquisition / construction (Rs.)
				Length	Breadth	Height						
1	2	3	4	5	6	7	8	9	10	11	12	13

RFP for Selection of CA Firm for implementation of ABDEAS in Urban Local Bodies of Hisar Cluster, Haryana

Was the building subject to any improvement such as renovation, extension or otherwise after acquisition? (Yes / No)	If yes, specify details of improvement		Total Cost (Rs.)	Specify the amount of depreciation provided on the building, if any (Rs.)	Written down value of the building after considering provision of depreciation (Rs.)	From whom acquired	Mode of acquisition	Specify how building is being currently used	Give reference of the available title documents	Current market value (Rs.)	Remarks
	Date	Cost (Rs.)									
14	15	16	17 (13+16)	18	19 (17-18)	20	21	22	23	24	25

Note:

Buildings should be categorised into municipal offices, residential quarters, godowns, shopping centres, hospitals, auditoriums, schools, swimming pool, temples, factory shed for water works and drainage system, library, slaughterhouse, market etc.

ROAD, STREET, LANE AND FOOTPATHS DETAILS

Sr. no.	Name of the road, street and lane	Specify whether the road, street or lane is earthen, tar or concrete	Survey no. of land on which the roads, streets or lanes have been constructed	Dimension of the road, street or lane		Area (Sq. m.)	Date of acquisition / construction	Cost of acquisition / construction (Rs.)
				Length	Width			
1	2	3	4	5	6	7 (5*6)	8	9

RFP for Selection of CA Firm for implementation of ABDEAS in Urban Local Bodies of Hisar Cluster, Haryana

Sr. No.	Were the roads, streets or lanes subject to any improvement? (Yes/No)	If yes, specify the details of improvement		Total Cost (Rs.)	Specify the amount of depreciation provided, if any (Rs.)	Written down value after considering the depreciation provision (Rs.)	From whom acquired	Mode of acquisition	Give reference of the available title documents	Remarks
		Date	Cost (Rs.)							
	10	11	12	13 (9+12)	14	15 (13-14)	16	17	18	19

Note:

1. Prepare ward-wise, area-wise list of roads, streets, lanes and footpaths.
2. Improvement would mean conversion of the road from one type of construction to another type of construction, for instance, conversion of a tar road into a concrete road or extension of the road, etc.
3. Specify the details of the footpaths annexed to the roads, streets or lanes immediately below the details of the said road, street or lane.

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GOVERNMENT OF HARYANA
DIRECTORATE OF URBAN LOCAL BODIES

Request for proposal for Selection of Comptroller and Auditor General (CAG) empanelled Chartered Accountant Firms for Implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations / Councils / Committees of Hisar Cluster of HARYANA

Request for Proposal

NIT No.1/REFORM(ABDEAS)/IT/DULB/2021	02/04/2021
Sale/Download of RFP document	02/04/2021 to 03/05/2021
Pre-Bid Meeting	09/04/2021
Submission of Proposal document	02/04/2021 to 03/05/2021
Opening of Proposals	03/05/2021

Volume III: Master Service Agreement

Released by

Directorate of Urban Local Bodies, Haryana
Bays 11-14, Sector-4, Panchkula, Haryana
Phone: 0172-2560075
Fax No. 0172- 2570021 E-Mail: itcell-ulb@hry.gov.in,
Website: www.ulbharyana.gov.in

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Disclaimer

1. This Request for Proposal ("RFP") is issued by Directorate of Urban Local Bodies, Haryana (DULB).
2. The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Directorate of Urban Local Bodies (DULB) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
3. This Request for Proposal ("RFP") is not a contract and is neither an offer nor invitation by Directorate of Urban Local Bodies (DULB) to the prospective Bidders or any other person. Whilst the information in this Request for Proposal ("RFP") has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Directorate of Urban Local Bodies (DULB), nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements in the information or makes any representation or warranty, express or implied, with respect to the information contained in this Request for Proposal ("RFP") or on which this Request for Proposal ("RFP") is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and liability therefore is hereby expressly disclaimed.
4. The purpose of this Request for Proposal ("RFP") is to provide the Bidder(s) with information that may be useful to them in the formulation of their Proposals in pursuant to this Request for Proposal ("RFP"). The information contained in this Request for Proposal ("RFP") is selective and is subject to updating, expansion, revision and amendment at the sole discretion of Directorate of Urban Local Bodies (DULB). This Request for Proposal ("RFP") document is not exhaustive and does not purport to contain all the information that a Bidder may require for the purpose of making a decision for participation in this bidding process. Neither Directorate of Urban Local Bodies (DULB) nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this Request for Proposal ("RFP") or to correct any inaccuracies therein which may become apparent. Each Bidder should conduct its own analysis of the information contained in this Request for Proposal ("RFP"), to correct any inaccuracies therein and is advised to carry out its own investigations in the project, the regulatory regime which applies thereto and by and all matters pertinent to Directorate of Urban Local Bodies (DULB) and to seek its own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to the project.
5. Directorate of Urban Local Bodies (DULB) accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Request for Proposal ("RFP").

MASTER SERVICE AGREEMENT

This Master Service Agreement (herein after "MSA") is made on this day of _____ 2019 ("Effective Date") by and between:

Directorate of Urban Local Bodies, Haryana, having its registered office at Bays No. 11-14, Sector-4, Panchkula (hereinafter referred to as the '**Directorate of Urban Local Bodies (DULB)**/' '**Client**' which expression shall, unless excluded by, or repugnant to the context shall mean and include its successors-in office and assigns) of the FIRST PART;

AND

_____, Sole Proprietorship Firm/ Partnership firm registered under Indian Partnership Act, 1932 or Amended/ Limited Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008 having its registered office at _____ (hereinafter referred to as "**Selected Agency**", which term or expression shall, unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns), of the SECOND PART. Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS:

- A. The **Directorate of Urban Local Bodies, Haryana** issued the Request for Proposal (RFP)) inviting bids for the purpose of "Selection of Comptroller and Auditor General (CAG) Empanelled Chartered Accountant (CA) Firms to provide the services for implementation of accrual based double entry accounting system with training and handholding support to Urban Local Bodies Staff "across urban local bodies in **HISAR** Cluster, Haryana;
- B. The Selected Agency, being desirous of executing the works contained under the Request for Proposal (RFP), submitted its technical and commercial bids on _____ to the Directorate of Urban Local Bodies, Haryana;
- C. The Client has pursuant to the submission of technical and commercial bids of the Bidder awarded the works under the Request for Proposal (RFP) to the Successful Bidder (Here is called Selected Agency) vide the Letter of Intent (Lol);
- D. The Client has further issued the work order dated _____ bearing reference number _____ in favour of the Selected Agency;
- E. The Selected Agency has for the purpose of carrying out the works envisaged in this Agreement, furnished performance bank guarantee to the Directorate of Urban Local Bodies (DULB) _____

- F. The Selected Agency is very well aware that the whole Project is to be completed according to the terms and conditions mentioned in the Request for Proposal (RFP) document, where the Selected Agency shall complete the works for the period specified in request for proposal Volume -II as divided in the following stages-
- a. Survey & listing out fixed Assets & inventory;
 - b. Up to date Books of accounts, entered all transaction in selected software
 - c. Preparation of Balance Sheet (Including transition period Balance Sheet), Receipt & Payment Account, Income & Expenditure Account, etc. with all schedules.
 - d. Training and Handholding support to Urban Local Bodies (ULBs)
- G. The Parties, superseding the remaining conditions precedent to the execution of this Agreement, now wish to enter into this Agreement (as defined below) to govern the manner and terms under which the Service Provider shall implement accrual based double entry accounting systems with handholding support in all the Municipal Corporations / Councils / Committees of Hisar Cluster and deliver related services to the Directorate of Urban Local Bodies (DULB) specified under this Agreement in accordance with the roles and responsibilities of the Bidder firms, Directorate of Urban Local Bodies (DULB) or their nominated agencies.

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

- a. The Client has accepted the tender of Selected Agency for the provision and execution of the said works for the sum of Indian Rupee (INR) _____, including all taxes and levies as applicable under respective statutes, prevailing from time to time upon the terms laid out in this **Request for Proposal (RFP)**.
- b. Selected Agency hereby agrees to provide Services to Client, conforming to the specified Service Levels and conditions set out hereunder.
- c. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Complete Request for Proposal (RFP) Document	
The Selected Agency Technical & Financial Proposal	
The Client's Letter of Intent dated _____	
The Negotiation offer Letter (If Any)	
The Client's Work order dated	

- d. The mutual rights and obligations of the "Client" and Selected Agency shall be as set forth in the Contract, in particular:
 - Selected Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - The "Client" shall make payments to Selected Agency in accordance with the provisions of the Contract.

In pursuance of the Work Order, the parties have agreed to enter into this Agreement now therefore, the parties hereto hereby agree as follows:

A. General Conditions of Contract (GCC)

1. Definitions and Interpretation

1.1. Definitions

The words and expressions beginning with capital letters and defined in this Master Service Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

1.1.1. “Adverse Effect” shall mean material impact -on:

- (a) the ability of the Selected Agency to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
- (b) the legal validity, binding nature or enforceability of this Agreement;

1.1.2. “Agreement” / “Master Service Agreement (MSA)” means this master service agreement and the Service Level Agreement (SLA) (as defined below), including its Schedules, entered into by and between the Parties. In the event of a conflict between the body of the Agreement and the Schedules, the terms inscribed in the body of the Agreement shall prevail;

1.1.3. “Annexures” means any of the annexures, appendices, supplements or documents annexed to this Agreement and as amended from time to time;

1.1.4. “Affiliate” means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and “Control” with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms “Controlling” and “Controlled by” shall be construed accordingly.

1.1.5. “Applicable Law(s)” shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant Party and as may be in effect on the Execution Date of this Agreement and during the subsistence thereof, applicable to the Project (as defined below);

1.1.6. “Bid(s)” Offer by the Bidder to fulfil the requirement of the client for an agreed price. It shall be a comprehensive technical and commercial response to the RFP dated -----;

1.1.7. “Confidential Information” means all information of the Parties including Directorate of Urban Local Bodies (DULB) and their nominated agencies’ data and Selected Agency’s data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how,

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- plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
- 1.1.8. “Appointed Date”** means the date of signing of this Concession Agreement;
- 1.1.9. “Assignment”** means the work assigned by the Client to the Selected Agency in pursuance of this Agreement and to be performed by the Selected Agency in accordance with the terms hereof;
- 1.1.10. “Deliverable(s)”** means the services agreed to be delivered by the Selected Agency in pursuance of this Master Service Agreement and Request for Proposals (RFPs) for implementation of Accrual based double entry accounting systems across the Urban Local Bodies of Hisar Cluster of Haryana
- 1.1.11. “Letter of Intent” or “LoI”** means the formal letter notifying award of tender by Directorate of Urban Local Bodies (DULB) in favour of the Selected Agency
- 1.1.12. “Person”** includes a natural person, company, society, a partnership firm, trust or any other entity or organization or other body whatsoever;
- 1.1.13. “Project”** means project for Implementation of accrual based double entry accounting systems with training and handholding support in all the Municipal Corporations / Councils / Committees of Hisar Cluster;
- 1.1.14. “Project Implementation Phase”** shall mean the period commencing from the Effective Date of the Agreement to the date of final acceptance & certification as set out in this Agreement;
- 1.1.15. “Request for Proposal (RFP)”** means request for proposal bearing reference no: _____ dated _____ issued by the Directorate of Urban Local Bodies (DULB),
- 1.1.16. “Services”** means the services to be delivered to Directorate of Urban Local Bodies (DULB) in relation to the Project, as specified in the scope of work in volume II of Request for Proposal (RFP)
- 1.1.17. “Service Level”** means the level of Services and other performance criteria which shall apply to the Services and as set out in the Service Level Agreement (SLA) (as defined below);
- 1.1.18. “SLA” or “Service Level Agreement”** Performance and Maintenance Service Level Agreement executed as part of this Master Service Agreement;
- 1.1.19. “Stakeholders”** shall include the Persons as inscribed in the Request for Proposal (RFP);
- 1.1.20. “Total Contract Value”** means the value specified in the Letter of Intent (LoI), subject to such addition thereto or deduction there from as may be made under the provisions hereinafter contained;
- 1.1.21. “Accounting Year”** means the financial year commencing on 1st April in each year and ending on 31st March in the next year;
- 1.1.22. “Client”** means the Directorate of Urban Local Bodies (ULB), **Haryana** and described in the recitals of this Agreement;
- 1.1.23. “Effective Date”** means the date on which this Agreement comes into force and

effect pursuant to Clause;

1.1.24. "Government" means the Government for the State of Haryana;

1.1.25. "Local Currency" means the Indian Rupee;

1.1.26. "Party" means the Client or the Selected Agency, as the case may be, and Parties means both of them;

1.1.27. "Personnel" mean persons including Key Personnel, assigned/ deputed by the Selected Agency for performance of the Services or any part thereof.

1.1.28. "Professional Fee" means the fee/ amount payable to the Selected Agency by the Client for performance of the Services by the Selected Agency as per the payment schedule specified in this Master Service Agreement.

1.1.29. "Selected Agency" means the consulting firm selected by the Client to provide the Services under this Agreement and is described in the recitals of this Agreement;

1.1.30. "C.A Firm" means chartered accountant firm within the meaning of Chartered Accountant Act 1949.

1.1.31. "CAG Empanelled": means Comptroller and Auditor General of India, an authority which is established under Article 148 of the constitution of India

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Request for Proposal (RFP) & Corrigendum for selection of Selected Agency.

1. 2. Interpretation

In this Agreement, unless otherwise specified:

- 1.2.1** Where the context so requires, words importing the singular shall also mean the plural and *vice versa*.
- 1.2.2** Words importing the masculine gender shall also include the feminine gender.
- 1.2.3** References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
- 1.2.4** Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Clause or Schedule. The words "include" and "including" shall not be construed as terms of limitation. The word "day" mean "regular working days of Government" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or physical copy, unless otherwise stated.
- 1.2.5** The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.
- 1.2.6** In case of any ambiguity in the interpretation of any of the Clauses/Schedules in this Agreement, the interpretation shall be done as per Dispute Resolution procedure outlined in this Agreement
- 1.2.7** Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight
- 1.2.8** References to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which Directorate of Urban Local Bodies (DULB) is generally open for business
- 1.2.9** A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- 1.2.10** all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- 1.2.11** Selected Agency (Selected Agency), or Implementation Agency (IA) or successful Bidder has been used for the same entity i.e. bidder selected for the project.
- 1.2.12** Time shall be of the essence in the performance of the service deliverable by Selected Agency, if any time period specified herein is extended, such extended time shall also be of the essence of contract.

1. 3. Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5(five) being rounded down

1. 4. Structure

- i. This Agreement shall operate as a legally binding master services agreement specifying the master terms which apply to the Parties under this Agreement and to the provision of the Services by the Selected Agency to the Project under the terms of this Agreement.
- ii. In case of any conflict between the Request for Proposal (RFP) and this Agreement, the terms of this Agreement shall prevail over the terms of the Request for Proposal (RFP). The terms of the Request for Proposal (RFP) shall be read in consonance with this Master Service Agreement (MSA) so as to give full force and effect to the intention of the terms of this Master Service Agreement (MSA).

1. 5. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- i. as between two Clauses of this Agreement, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause;
- ii. as between the provisions of Request for Proposal (RFP) and any corrigenda issued thereafter, the provisions of corrigenda shall, to that extent only, prevail over the corresponding earlier provision of Request for Proposal (RFP);
- iii. as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules.

1. 6. Priority of agreements, Articles and annexures

1.6.1. This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and unless otherwise expressly provided else wherein this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, being the following order:

- i. this Agreement; and
- ii. all other agreements and documents forming part hereof or referred to herein;

1.6.2. Subject to the provisions of Article 1.6.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- i. Between two or more Articles of this Agreement, the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles;
- ii. Between the Articles of this Agreement and the Annexures, the Articles shall prevail;

- iii. Between any two Annexures, the Annexure relevant to the issue shall prevail;
- iv. Between the written description on the Drawings and the Specifications and Standards, the latter shall prevail; and
- v. Between any value written in numerals and that in words, the latter shall prevail.

2. Conditions Precedent & Effective Date

2.1 Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, Client or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Implementation Agency.

2.2 Conditions Precedent of the Selected Agency

The Selected Agency shall be required to fulfil the Conditions Precedent in which is as follows:

- a) To provide an unconditional, irrevocable and continuing Performance Security/Guarantee for an amount equal to 10% of the contract value of the Project from any Nationalised /Scheduled bank in the format prescribed by Client within Fifteen (15) days of receipt of Letter of Award/Letter of Intent by the Selected Agency; and
- b) To provide the Client or its nominated agencies or respective Urban Local Bodies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Implementation Agency.

2.3 Non-fulfilment of the Selected Agency's Conditions Precedent

- a) In the event that any of the Conditions Precedent of the Selected Agency have not been fulfilled within Fifteen (15) days of signing of this Agreement, and the same have not been waived fully or partially by Client or its nominated agencies or respective Urban Local Bodies, this Agreement shall cease to exist.
- b) In the event that this Agreement fails to come into effect on account of non-fulfilment of the Selected Agency's Conditions Precedent, Client or its nominated agencies or respective Urban Local Bodies shall not be liable in any manner whatsoever to the Selected Agency and the Directorate of Urban Local Bodies (DULB) shall forthwith forfeit the Performance Guarantee.
- c) In the event that possession of any of the Client or its nominated agencies or respective Urban Local Bodies facilities has been delivered to the Selected Agency are prior to the fulfilment of the Conditions Precedent, upon the termination of this Agreement such facilities shall immediately revert to Client or its nominated agencies or Urban Local Bodies, free and clear from any encumbrances or claims.

2.4 Authorized Representatives

2.4.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Client or the Selected Agency, as the case may be taken or executed by the officials specified in this Clause.

2.4.2 The Client may, from time to time, designate one of its officials as the Client Representative. Unless otherwise notified, the Client Representative shall be:

Name: -

Designation:

Address:

Mobile: +91 _____

E-mail: _____

2.4.3 The Selected Agency may designate one of its employees as Representative. Unless otherwise notified, the System Integrator Representative shall be:

Name: _____

Designation:

Address:

Mobile: +91 _____

E-mail: _____

3. Scope of Work and Provision of the Services & Deliverables

- 3.1** The Selected Agency shall provide Services for Implementation of Accrual Based double entry accounting systems for all the Municipal Corporations / Councils / Committees of Hisar cluster of Haryana with technical handholding support and other related services within the scope mentioned in the Volume II – Scope of Work in the Request for Proposal (RFP).
- 3.2** Directorate of Urban Local Bodies (DULB) and Respective Urban Local Bodies shall use the Services and Deliverables in accordance with any instructions or procedures as per the acceptance criteria as set out in the Service Level Agreement (SLA) or this Agreement or any agreement that may be entered into between the Parties from time to time.
- 3.3** The Parties hereby agree that any change in the Scope of Work or Deliverables in relation to which Services are to be provided by the Selected Agency and or Service Level Agreement (SLA) shall only be as per the process agreed upon under Schedule V of this Agreement. Where Directorate of Urban Local Bodies (DULB) decides to increase the Scope of Work or deliverables specified in this Agreement, in such case, Directorate of Urban Local Bodies (DULB), as the case may be, shall offer first right to Service Provider to provide such services and / or components at mutually agreed prices. In case the Selected Agency refuses to accept such offer, Directorate of Urban Local Bodies (DULB), as the case may be, shall have the right to approach a third party for the same, without any commercial implication to Selected Agency.
- 3.4** During the subsistence of this Mater Service Agreement (MSA), Directorate of Urban Local Bodies (DULB) and respective Urban Local Bodies shall not appoint any other Person for providing Services in relation to Scope of Work and Deliverables Which Selected Agency is obligated to perform under this Mater Service Agreement (MSA).
- 3.5** Save for the express terms of the Payment Terms set out as Schedule I under this Agreement, Directorate of Urban Local Bodies (DULB) and its users may purchase any particular category of services from Selected Agency that may become necessary as per the Change Control Schedule set out in Schedule II under this Agreement, without the need to go for a separate procurement process.
- 3.6** The Selected Agency shall provide Services as per the timelines set out in the Request for Proposal (RFP) or as are extended by mutual agreement.

4. Management Phase

The review and management process of the Project shall be carried out in accordance with the Governance Schedule (Schedule IV) set out in of this Agreement and shall cover all the management aspects of the Project.

5. Approvals and Required Consents

- 5.1** The Parties shall co-operate to procure, maintain and observe all relevant regulatory / government licenses, clearances, internal clearances, applicable approvals (hereinafter the “Approvals”) necessary for the Selected Agency to provide the Services.
- 5.2** Parties shall give each other all co-operation and information reasonably required to meet their respective obligations under this Agreement.
- 5.3** In the event that any approval other than delivery sign-off / completion certificate is not obtained from the respective Urban Local Bodies , then the selected agency and the Directorate of Urban Local Bodies (DULB) or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Directorate of Urban Local Bodies (DULB) or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such approval is obtained, provided that the selected agency shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the approvals are obtained if and to the extent that the Selected agency 's obligations are not dependent upon such approvals.
- 5.4** Except as otherwise provided elsewhere in this Agreement or the Service Level Agreement (SLA), each Party (“Providing Party”) to this Agreement or to the Service Level Agreement (SLA) undertakes promptly to provide the other Party (“Receiving Party”) with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:
- i. Does not require material expenditure by the Providing Party to provide the same;
 - ii. Is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the Service Level Agreement (SLA);
 - iii. Cannot be construed to be Confidential Information; and is capable of being provided by the Providing Party.
- 5.5** Further, each Party agrees to co-operate with the contractors, agents, personnel of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

6. Service Level Agreement

- 6.1** The Service Level Agreement (SLA) shall govern the Service Levels for the entire Project. The Service Level Agreement (SLA) shall commence from the Effective Date or any other mutually agreed date, as the case may be, and shall, unless terminated earlier in accordance with the terms of the Master Service Agreement (MSA), expire on the date on which the Master Service Agreement (MSA) expires. The envisaged in Schedule V to this Agreement,
- 6.2** The Service Level Agreement's (SLA's) shall form a part of this Agreement and shall be guided by the terms of this Agreement. In case of any conflict between the terms of the Service Level Agreement's (SLA's) and this Agreement, the terms of this Agreement shall be effective with overriding effect.
- 6.3** The Parties shall each ensure that the range of the Services under the Service Level Agreement (SLA) shall not be increased except with the prior written agreement between the Parties in accordance with the change management procedure set out in Schedule II of this Agreement.

7. Term and Duration of the Agreement

This Agreement shall come into effect on <***>- (hereinafter the 'Effective Date') and shall continue till the date of the completion of implementation of accrual based double entry accounting system as defined in the scope of work of Request for Proposals (RFPs) Volume -II. Client or its nominated agencies, unless terminated earlier (as per clause xx), in which case the contract will get terminated on fulfillment of all obligations mentioned as per clause xx and Schedule-VI.

The Term, for the purposes of any payments to Selected Agency, does not include:

- (a) Any extension arising out of breach of any obligations solely attributable to Selected Agency; or
- (b) Unless the implementation of exit management is delayed due to reasons not solely attributable to the Selected Agency, time duration for implementation of exit management plan.

7.1. Timelines/Deliverables:

The duration of this assignment shall be 30 (thirty) months unless any corrigendum issued in this favour, to the Terms of Reference mentioned in request for proposal Volume-II. The assignment is output based. The expected outputs/ deliverables for the Selected Agency would be as below during the period of assignment:

Where T = signing of the agreement

SN.	Deliverable/output	Timeline (from signing date of Agreement)
1.	i. Survey and listing out of moveable and immovable Assets, inventory, liabilities, and carrying out valuation of fixed assets & liabilities of Urban Local Bodies as per government notifications/Municipal accounting code. ii. Approval of legacy data listing by concerned Urban Local Bodies.	T1= T+ 4 Months
2.	i. Preparation and approval of Opening Balance Sheet of Urban Local Bodies as on 01-04-2018 including Income & Expenditure Account & other relevant schedule as per Haryana Municipal Accounts Code/National Municipal Accounts Manual. ii. Handholding support to Urban Local Bodies accounts related staff and upload the FS on the website of concerned Urban Local Body and Directorate of Urban Local Bodies.	T2= T1+1 Month
3.	i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of Urban Local Bodies as on 31-03-2019. Including Income & Expenditure Accounts & other relevant schedule as per Haryana Municipal Account Code/National Municipal Accounts Manual. ii. Handholding support to Urban Local Bodies Accounts related staff and upload the FS on the website of concerned Urban Local Body and Directorate of Urban Local Bodies.	T3= T2+1 Month

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Haryana

SN.	Deliverable/output	Timeline (from signing date of Agreement)
4.	<p>i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of Urban Local Bodies as on 31-03-2020. Including Income Expenditure Account & other relevant schedule as per Haryana Municipal Accounts Code/National Municipal Accounts Manual.</p> <p>ii. Handholding support to Urban Local Bodies Accounts related staff and upload the FS on the website of concerned Urban Local Bodies and Directorate of Urban Local Bodies.</p>	T4= T3+1 Month
5.	<p>i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of Urban Local Bodies as on 31-03-2021. Including Income Expenditure, A/c & other relevant schedule as per Haryana Municipal Accounts Code/National Municipal Accounts Manual.</p> <p>ii. Handholding support to Urban Local Bodies Accounts related staff and upload the FS on the website of concerned Urban Local Bodies and Directorate of Urban Local Bodies.</p>	T5= T4+1 Months
6.	<p>i. Training and Handholding support to Urban Local Bodies with day to day accounting entries from the Financial Year 2021-22 to till the exit date of Chartered Accountant Firms.</p> <p>ii. All the balance services as per detailed scope mentioned in Request for Proposal Volume -II</p>	T6= T5 to end of contract period (30 Months)
7.	<p>i. Preparation of Handholding Support Financial Statements for the Financial Year 2021-22</p> <p>ii. Approval of Financial Statements and upload on the website of concerned Urban Local Body and Directorate of Urban Local Bodies</p>	T7= September 2022

SN.	Deliverable/output	Timeline (from signing date of Agreement)
8.	i. Preparation of Handholding Support Financial Statements for the Financial Year 2022-23 ii. Approval of Financial Statements and upload on the website of concerned Urban Local Body and Directorate of Urban Local Bodies	T8 = September 2023

Note:

1. The activities/assignment mentioned in above table-serial No 3, 4 and 5 will have to be carried out parallel within the given time period.
2. All reports must be submitted in both print and electronic version to the concerned ULBs, Directorate of Urban Local Bodies (Govt. of Haryana). All equipment required for satisfactory services for this project shall be obtained by the C.A. Firm at their own cost and shall be their property.

8. Change Management Process

8.1 Change requests in respect of the Master Service Agreement (MSA), the Project Implementation Plan, the operation, the Service Level Agreement (SLA), Services, Scope of Work, Deliverables and functional requirement specifications shall be upon mutual agreement.

8.2 The change management shall be as per Schedule II to this Agreement.

9. Final Service Level Agreement (SLA), Acceptance & Certification

9.1 The Project shall be governed by the mechanism of final acceptance of Service Level Agreement (SLA) to be put into place by the Directorate of Urban Local Bodies (DULB) and the Selected Agency. The final Service Level Agreement (SLA) criteria shall lay down a set of guidelines to be followed by all Project stakeholders during the Project period.

9.2 Final acceptance shall be given on completion of the following:

- i. Approved Financial Statements available on Urban Local Body/ Directorate of Urban Local Bodies on their portal for all the period specified in the Request for Proposal (RFP)
- ii. Fixed Assets and Inventory Register are updated for all the period specified in the Request for Proposal (RFP) or on the date mutually agreed by both parties till final acceptance of the project (whichever later)

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- iii. Training and Handholding support to Urban Local Bodies Staff for the period specified in the Request for Proposal (RFP)

10. Obligations

10.1. Obligations of Directorate of Urban Local Bodies (DULB) and respective Urban Local Bodies

Without prejudice to any other undertakings or obligations of the Directorate of Urban Local Bodies (DULB) and respective Urban Local Bodies or its nominated agencies under this Agreement, the Directorate of Urban Local Bodies (DULB) and respective Urban Local Bodies or its nominated agencies shall perform the following:

- a) To provide support required by Selected Agency through their personnel for implementation of Accrual Based Double Entry Accounting Systems (ABDEAS) in all the Municipal Corporations / Councils / Committees of Hisar Cluster of Haryana within the scope mentioned in the Volume II – Scope of Work of the Request for Proposal (RFP) during the Term of this Agreement;
- b) To promptly provide all the data, information, approvals, documents, details, personnel and to ensure the prompt delivery of data, information, approvals, documents, details etc. from other Stakeholders of the Project as and when required by the Selected Agency for performance of its Services.
- c) To make available the details of all the municipal corporation and municipal council/Committee of HISAR Cluster from Directorate of Urban Local Bodies (DULB) for the smooth functioning of the project
- d) To coordinate amongst each other and between all the divisions of their own offices for providing necessary information for the study and implementation of Accrual Based Double Entry Accounting Systems and other related services mentioned in the Request for Proposal.
- e) To hold meetings of the steering committee and the project monitoring committee;
- f) To ensure sign-offs/acceptance and timely responses from the Stakeholders and urban local bodies;
- g) Coordinate with Selected Agency for conducting workshops for the Stakeholders and other representatives of Urban Local Bodies.
- h) Issuing the necessary certification including completion certificate with mutually agreed between the Urban Local bodies and Selected Agency for the

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implementations of project and for other components of the Scope of Work (wherever required).

- i) To create internal capacity for execution of the Project after takeover from the Selected Agency after the termination of this Agreement.
- j) Ensuring the staff members of Urban Local Bodies and other Stakeholders attend the training programs as per the schedule defined by the Selected Agency and agreed upon by respective Urban Local Bodies
- k) Ensuring the staff members and other Stakeholders including Directorate of Urban Local Bodies (DULB) / Municipal Corporations / Municipal Councils/ Committees) provide data, information, replies etc. in a timely manner.
- l) Performing its obligations under the Request for Proposal (RFP) within the stipulated time and in case of there being no stipulated time, within reasonable time and without any unnecessary delay;
- m) Selected Agency will, on completion of a milestone, furnish the final deliverable to the respective Urban Local Body. Selected Agency shall also intimate Directorate of Urban Local Bodies (DULB) regarding completion of the milestone and submission of deliverable to respective Urban Local Body. Respective Urban Local Body shall provide its acceptance and/or objection and/or rejection and/or seek clarifications on non-compliance part of such delivery as per the checklist provided by Selected Agency within Fifteen (15) working days after the milestone completion letter submitted by Selected Agency.
- n) Release of timely payment to Selected Agency on submission of invoices after approval from Project Monitoring Committees (PMC).
- o) Directorate of Urban Local Bodies and respective Urban Local Bodies shall provide to Selected Agency with only sitting space and basic infrastructure not including, stationery and other consumables at the Urban Local Bodies' office locations.

10.2. Obligations of the Selected Agency

- a) Selected Agency's obligations shall include all the activities as specified by the Client in the Scope of Work and other sections of the Request for Proposal (RFP) and Contract and changes thereof to enable Directorate of Urban Local Bodies (DULB) and respective Urban Local Bodies to meet the objectives and

operational requirements. It shall be Selected Agency's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.

- b) It shall provide to respective Urban Local Bodies or its nominated agencies, the Deliverables as agreed between the Parties. It shall also intimate Directorate of Urban Local Bodies (DULB) regarding completion of the milestone and submission of deliverable to respective Urban Local Body.
- c) It shall perform the Services as set out in Volume II – Scope of Work of Request for Proposal (RFP) in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for such projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- d) It shall ensure that the Services are being provided as per the Project Timelines as set out this Agreement.
- e) It shall migrate the existing data to the new developed accounting application database and preparation of financial statements and reporting with handholding support to Urban Local Bodies.
- f) The Selected Agency shall be responsible for and shall ensure that all activities /services are performed in accordance with this Agreement, Scope of Work and that the Selected agency 's team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- g) Client reserves the right to interview the personnel proposed that shall be deployed as part of the project team. If found unsuitable, the Client may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with Selected Agency.
- h) The Selected agency shall perform the activities /services and carry out its obligations under this Agreement with due diligence, efficiency and economy, in accordance with generally accepted accounting policies as per Haryana Accounts Code/ National Municipal Accounting Manual. The Selected Agency shall always act, in respect of any matter relating to this Agreement, as faithful advisors to the respective Urban Local Bodies and Directorate of Urban Local Bodies (DULB) and shall, at all times, support and safeguard the respective Urban Local Bodies and Directorate of Urban Local Bodies legitimate interests in any dealings with third parties

10.3. Access to locations of respective Urban Local Bodies and Directorate of Urban Local Bodies (DULB)

- a) For so long as the Selected Agency provides services to respective Urban Local Bodies and Directorate of Urban Local Bodies or its nominated agencies from their location, as the case may be, on a non-permanent basis and to the extent necessary, respective Urban Local Bodies and Directorate of Urban Local Bodies as the case may be or its nominated agencies shall, subject to compliance by the Selected Agency with any safety and security guidelines which may be provided by respective Urban Local Bodies and Directorate of Urban Local Bodies as the case may be or its nominated agencies and notified to the Selected Agency in writing, provide the Selected Agency with:
 - a) Reasonable access, in the same manner granted to respective Urban Local Bodies and Directorate of Urban Local Bodies or its nominated agencies / employees, as the case may be;
 - b) Reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at any other locations of respective Urban Local Bodies and Directorate of Urban Local Bodies as the case may be location, if any, as may be reasonably necessary for the Selected Agency to perform its obligations hereunder and under the Service Level Agreement (SLA).
- b) Access to locations, office equipment and services shall be made available to the Selected Agency on an “as is, where is” basis by respective Urban Local Bodies and Directorate of Urban Local Bodies (DULB) as the case may be or its nominated agencies. The Selected Agency agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in Request for Proposal (RFP) for the following purposes:
 - a) For the transmission of any material which is defamatory, offensive or abusive or of and obscene or menacing character; or
 - b) In a manner which constitutes a violation or infringement of the rights of any Person, firm or company (including but not limited to rights of copyright or confidentiality).

10.4. Coordination for enabling installation of Accounting Application

Selected Agency shall co-ordinate with Directorate of Urban Local Bodies, System integrator and Urban Local Bodies to enabling commencement of installation of accounting application in the allotted Urban Local Bodies (ULBs) for the purpose specified in Request for Proposal

10.5. Reporting Progress

- a) Selected Agency shall monitor progress of all the activities related to the execution of this contract and shall submit to the Directorate of Urban Local Bodies and respective Urban Local Bodies, progress reports with reference to all related work, milestones and their progress during the implementation phase.
- b) Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. The Directorate of Urban Local Bodies /Urban Local Bodies on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- c) Periodic meetings shall be held between the representatives of the client or Urban Local Bodies and Selected Agency once in every Fifteen (15) days during the initial phase of implementation of accrual based double entry accounting systems in Urban Local Bodies and ensure the progress of implementation. After that the meeting shall be held as an ongoing basis, as desired by client, to discuss the performance of the contract.
- d) Selected Agency shall ensure that the respective teams involved in the execution of work are part of such meetings.
- e) Project Monitoring Committee (PMC) shall be formed as defined in Schedule IV – Governance Process. This Project Monitoring Committee (PMC) shall meet at intervals, as decided by the Client later, to oversee the progress of the project.
- f) The Client reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract. The Client may demand and upon such demand being made, Selected Agency shall provide documents, data, material or any other information which the Client/respective urban local body may require, to enable it to assess the progress/ performance of the work / service.
- g) At any time during the course of the Contract, the Client shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by Selected Agency of its obligations/ functions in accordance with the standards committed to or required by the Client and Selected Agency undertakes to cooperate with and provide to the Client/ any other agency appointed by the Client, all Documents and other details as may be required by them for this purpose. Such audit shall not include Selected Agency's books of accounts.
- h) The submission seeking approval by the Client or Client's representative of such plan shall not relieve Selected Agency of any of his duties or responsibilities under the Contract.
- i) In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Selected Agency shall deploy extra manpower/ resources to make up the progress or to meet the Request for

Proposal (RFP) requirements. Plan for deployment of extra man power/ resources shall be submitted to the Client for its review and approval. All time and cost effect in this respect shall be borne, by Selected Agency within the contract value.

10.6. Project Plan

- a) Within Fifteen (15) calendar days of effective date of the Kick-off meeting, Selected Agency shall submit to the Client for its approval a detailed Project Plan as per format provided with details of the project showing the sequence, procedure and method in which Selected Agency proposes to carry out the works. The Plan so submitted by Selected Agency shall conform to the requirements and timelines specified in the Contract. The Client and Selected Agency shall discuss and agree upon the work procedures to be followed for effective execution of the works, which Selected Agency intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract, Risk and Mitigation plan. Approved Project plan shall be intimated to respective Urban Local bodies by the selected Agency.
Approval by the Client's Representative of the Project Plan shall not relieve Selected Agency of any of his duties or responsibilities under this Contract.
- b) If Selected Agency's work plans necessitate a disruption/ shutdown in Client's operation, the plan shall be mutually discussed and developed so as to keep such disruption to the barest unavoidable minimum. Any time and cost arising due to failure of Selected Agency to develop/adhere such a work plan shall be to Selected Agency's account.
- c) On submission of the project plan by Selected Agency, the Steering Committee/Project Management Unit (PMU) will reply/accept the plan within Fifteen (15) days of submission date,
- d) Any change in requirement/ process / expectations of Project Monitoring Committees (PMC) / Directorate of Urban Local Bodies (DULB) or any of Urban Local Bodies (ULB) under this Project that may require change in Selected Agency's Process / development work, then in such case, the earlier approved Project Plan shall be updated time to time by Selected Agency and will submit it to Steering committee for approval
- e) In case, the Steering committee does not issue the Acceptance or do not give a list of compliances to be achieved by Selected Agency within fifteen (15) days from the date of Selected Agency's intimation, then in such case, the deliverable done by Selected Agency will be treated as the "Completed deliverable as per the agreed scope of work"
- f) In the event of deemed completion of a milestone, Selected Agency will

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proceed with the steps for achieving next milestone till completion of the
project

11. Payments

- 11.1.** Payment shall be made Urban Local Body-wise and by the concerned Urban Local Bodies as per the terms and conditions set out in the Request for Proposal
- 11.2.** Urban Local Bodies shall make payments to Selected Agency at the times and in the manner set out in the Payment schedule as specified in Payment Milestones in Request for Proposal (RFP) Volume -I and related corrigendum, if any. Urban Local Bodies shall make all efforts to make payments to Selected Agency within forty five (45) days of receipt of invoice(s) and all necessary supporting documents.
- 11.3.** All payments agreed to be made by Urban Local Bodies to Selected Agency in accordance with the Bid shall be inclusive of all applicable taxes under or in relation to this Contract and/or the Services as agreed during contract signing.
- 11.4.** No invoice for extra work/change order on account of change order shall be submitted by Selected Agency unless the said extra work /change order has been authorized/approved by the Client in writing in accordance with Change Control Note.
- 11.5.** In the event of Client / respective Urban Local Body noticing at any time that any amount has been disbursed wrongly to Selected Agency or any other amount is due from Selected Agency to the Client / respective Urban Local Body, the Client / respective Urban Local Body may without prejudice to its rights recover such amounts by other means after notifying Selected Agency or deduct such amount from any payment falling due to Selected Agency. The details of such recovery, if any, shall be intimated to Selected Agency. Selected Agency shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Client / respective Urban Local Body or Selected Agency.
- 11.6.** All payments to Selected Agency shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rules or regulation. All costs, damages or expenses which respective Urban Local Body may have paid or incurred, for which under the provisions of the Contract, Selected Agency is liable, the same shall be deducted by respective Urban Local Body from any dues to Selected Agency. All payments to Selected Agency shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the respective Urban Local Body to Selected Agency on chargeable basis.
- 11.7.** The following schedule would be followed for payment during the Project implementation in line with scope of work:

S.N.	Deliverable/output	Payment Schedule (% of Total fees)
1.	<ul style="list-style-type: none"> i. Preparation and approval of Opening Balance Sheet of ULBs as on 01-04-2018 including Income & Expenditure A/c & other relevant schedule as per Haryana Municipal Accounts Code/ NMAM. ii. Handholding support to ULBs Accounts related staff and upload the FS on the website of concerned ULB/DULB. 	15%
2.	<ul style="list-style-type: none"> i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of ULBs as on 31-03-2019. Including Income & Expenditure A/c & other relevant schedule as per Haryana Municipal Account Code/ NMAM. ii. Hand holding support to ULBs Accounts related staff and upload the FS on the website of concerned ULB/DULB. 	10%
3.	<ul style="list-style-type: none"> i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of ULBs as on 31-03-2020 Including Income Expenditure, A/c & other relevant schedule as per Haryana Municipal Accounts Code/ NMAM. ii. Hand holding support to ULBs Accounts related staff and upload the above period FS on the website of concerned ULB/ DULB. 	10%
4.	<ul style="list-style-type: none"> i. Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and approval of Balance Sheet of ULBs as on 31-03-2021. Including Income Expenditure, A/c & other relevant schedule as per Haryana Municipal Accounts Code/NMAM. ii. Hand holding support to ULBs Accounts related staff and upload the above period FS on the website of concerned ULB/DULB. 	10%
5.	<ul style="list-style-type: none"> i. Training and Handholding support to ULBs with day to day accounting entries from the FY 2021-22 to till the exit date of CA Firm. ii. All the balance services as per detailed scope mentioned in RFP Volume -II 	35%

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S.N.	Deliverable/output	Payment Schedule (% of Total fees)
6.	i. Preparation of Handholding Support Financial Statements for the FY 2021-22 ii. Approval of Financial Statements and upload on the website of concerned Urban Local Body and Directorate of Urban Local Bodies	10%
7.	i. Preparation of Handholding Support Financial Statements for the FY 2022-23 ii. Approval of Financial Statements and upload on the website of concerned Urban Local Body and Directorate of Urban Local Bodies	10%

Note:

1. Training and Handholding payment shall be made on quarterly basis as per the reports and deliverables (workshop, training materials and Attendance Sheet of Participant etc.) submitted by the Selected Agency.
2. Selected Agency is expected to submit their invoice for work undertaken at respective ULBs separately.
3. Payment shall be made by respective ULBs upon verification of work undertaken by the Selected Agency.

12. Taxes

- 12.1.** Selected Agency shall bear all personnel taxes levied or imposed on its personnel, or any other member of Selected Agency's Team, etc. on account of payment received under this Contract. Selected Agency shall bear all corporate taxes, levied or imposed on Selected Agency on account of payments received by it from the Client for the work done under this Contract.
- 12.2.** Selected Agency shall bear all taxes and duties etc. levied or imposed on Selected Agency under the Contract including but not limited to Goods and Service Tax (GST), Sales Tax, Customs duty, Excise duty, Octroi, , Value Added Tax (VAT), Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any other compliance of taxes and amendments thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the respective Urban Local Bodies under the Contract. It shall be the responsibility of Selected Agency to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. Selected Agency shall also provide the Client / respective Urban Local Bodies such information, as it may be required in regard to Selected Agency's details of payment made by the respective Urban Local Bodies under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the respective Urban Local Bodies shall at all times be in accordance with Indian Tax Law and the respective Urban Local Bodies shall promptly furnish to Selected Agency original certificates for tax deduction at source and paid to the Tax Authorities.
- 12.3.** Selected Agency agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract
- 12.4.** Selected Agency shall fully familiarize themselves about the applicable domestic taxes (such as Goods and Service taxes, value added or sales tax, , income taxes, duties, fees, levies, etc.) on amounts payable by the Client under the Contract. All such taxes must be included by Selected Agency in the financial proposal. (Selected Agency to find out applicable taxes for the components being proposed.)
- 12.5.** Should Selected Agency fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, Selected Agency shall pay the same. Selected Agency shall indemnify Client / respective Urban Local Bodies against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Client / respective Urban Local Bodies / Selected Agency.
- 12.6.** In case of introduction of new taxes imposed by the Governments during the scheduled or extended tenure of the contact, any decision on compensation to Selected Agency in this regard would be taken by the High Powered Committee (HPC), Government of Haryana. The Selected Agency shall submit detailed computation of the incremental tax payable on account of new tax rules (tax payable as per new tax rules minus tax payable as per existing rules) as applicable in the state of Haryana to the respective Urban Local Bodies. The decision of the High Powered Committee (HPC), in this regard would be final

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and binding on the Selected Agency. The Selected Agency shall indicate the tax component in all the invoices and changes in the same shall be indicated to Directorate of Urban Local Bodies (DULB) and respective Urban Local Bodies immediately after the changes in the structure are announced by the appropriate authorities.

- 12.7.** Respective Urban Local Bodies shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by Selected Agency at the rates in force, from the amount due to Selected Agency and pay to the concerned tax authority directly.
- 12.8.** Respective Urban Local Bodies shall be responsible for withholding taxes from the amounts due and payable to the Selected Agency wherever applicable.
- 12.9.** Respective Urban Local Bodies shall provide Selected Agency with the original tax receipt of any withholding taxes paid by the Urban Local Body or its nominated agencies on payments under this Agreement. Selected Agency agrees to reimburse and hold the respective Urban Local Bodies or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among Directorate of Urban Local Bodies (DULB), respective Urban Local Bodies or its nominated agencies, the Selected Agency.
- 12.10.** No amount towards security deposit shall be deducted from running bills of the Selected Agency. However, respective Urban Local Bodies shall be responsible for deducting taxes from the amounts due and payable to the Selected Agency wherever applicable. The Selected Agency shall pay for all other taxes, duties or levies in connection with this Agreement, and Service Level Agreements (SLAs) but not limited to, value-added, goods and services tax, consumption and other applicable taxes, duties or levies etc.

13. Warranty

13.1. Implied Warranty

The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed. Selected agency shall have no liability in the case of breach of this warranty due to:

- a) use of the Deliverables on any software recommended or approved by the client.
- b) the defects and deficiencies which could be reasonably known to Directorate of Urban Local Bodies (DULB) which shall occur due to decisions taken by the Directorate of Urban Local Bodies (DULB), or any of the committees formed hereunder.
- c) the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by the Service Provider.
- d) the deliverables having been tampered with, altered or modified by Directorate of Urban Local Bodies (DULB) or any other person not under control of the Selected Agency without the written permission of the Selected Agency, or
- e) Use of the deliverables otherwise than in terms of the relevant documentation.

14. Conflict of interest

Selected Agency shall disclose to the Client in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for Selected Agency or Selected Agency's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

15. Commencement and Completion of Agreement

15.1. Effectiveness of Agreement

The agreement is effective from the date of signing of this Agreement.

15.2. Tenure of the Agreement

The tenure of this Agreement shall be valid for the period specified in the Request for proposal on agreed terms and conditions.

Directorate of Urban Local Bodies (DULB) reserves the right to extend the contract on the same terms and conditions and on the contract prices decided pursuant to this Request for Proposal (RFP)

16. Exit Management

The Parties shall finalize the exit plan as per the Schedule VI to this Master Service Agreement (MSA).

17. Force Majeure

17.1. As used in this Agreement, the expression “Force Majeure” shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Political Event and other Event, as defined in Clause 18.2, 18.3 and 18.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party and (b) such Party could not have prevented or reasonably overcome with the exercise or reasonable skill and care and (c) does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement and (d) is of an incapacitating nature and prevents or causes a delay or impediment in performance.

17.2. Non-Political Events

- a) Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions.
- b) Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the Service Provider's use of radiation or radio-activity or biologically contaminating material.
- c) Strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Service Provider and which affect the timely implementation and continued operation of the Project. or
- d) Any event or circumstances of a nature analogous to any of the foregoing.

17.3. Political Events

- a) Change in Applicable Laws, other than any change in law for which relief is provided under this Agreement.
- b) Expropriation or compulsory acquisition by the Directorate of Urban Local Bodies (DULB) or any of their nominated agencies of any material assets or rights of the Service Provider.
- c) Unlawful or unauthorized revocation of, or refusal by Directorate of Urban Local Bodies (DULB) or any of their nominated agencies, Government of India, Stakeholders or any of its agencies to renew or grant any clearance or Approval, information, data required by the Service Provider to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis.
- d) Any judgment or order of any court of Competent Jurisdiction or statutory authority in India made against the Service Provider in any proceedings for

reasons other than failure of the Service Provider to comply with Applicable Laws or Approvals or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;

- e) Expropriation or compulsory acquisition by the Directorate of Urban Local Bodies (DULB) or any of their nominated agencies of any material assets or rights of the Service Provider.
- f) Unlawful or unauthorized revocation of, or refusal by any authority other than the Directorate of Urban Local Bodies (DULB) or any of their nominated agencies to renew or grant any Required Consents required by the Service Provider to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis.
- g) Any requisition of the Project by any other authority; or
- h) Any requisition of the Project by Directorate of Urban Local Bodies (DULB) or any of their nominated agencies.
- i) For the avoidance of doubt, suspension of the Project in accordance with the provisions of this Agreement shall not be considered a requisition for the purposes of Force Majeure event.

17.4. Other Events

- a) An act of War (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.
- b) For the avoidance of doubt, it is expressly clarified that the failure on the part of the Service Provider under this Agreement or the Service Level Agreement (SLA) to implement any agreed disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the Service Level Agreement (SLA) against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

17.5. Notification procedure for Force Majeure

- a) The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism specified in this Agreement.
- b) Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

17.6. Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

18. Insurance Cover

18.1. Obligation to maintain insurance

In connection with the provision of the Services, the Selected Agency must have and maintain for this Agreement Period, valid and enforceable insurance coverage for:

- a) public liability;
- b) either professional indemnity or errors and omissions;
- c) workers' compensation as required by law;

18.2. Certificates of currency

The Selected Agency must, on request by Client, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 18. The Selected Agency agrees to replace any coverage prior to the date of expiry/cancellation.

18.3. Non-compliance

Client may, at its election, terminate this Agreement upon the failure of Selected Agency, or notification of such failure, to maintain the required insurance coverage. Inadequate

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insurance coverage for any reason shall not relieve Selected Agency of its obligations
under this Agreement.

19. Transfer of Ownership

- 19.1.** Selected Agency must transfer all titles to the assets and goods procured for the purpose of the project to the Client/ Respective Urban Local Body at the time of Acceptance, subject to release of approved payment as per Request for Proposal (RFP) payment terms. This includes soft copy of the financial statements from software along with all licenses, titles, certificates, hardware, devices, equipment's, data etc. (if any) related to the system installed and maintained by Selected Agency for this project.
- 19.2.** Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Client, Selected Agency shall deliver to the Client all Documents provided by or originating from the Client and all Documents produced by or from or for Selected Agency in the course of performing the Services, unless otherwise directed in writing by the Client at no additional cost. Selected Agency shall not, without the prior written consent of the Client and respective Urban Local Bodies store, copy, distribute or retain any such Documents.

B. Special Conditions of Contract (SCC)

20. Performance Bank Guarantee (PBG)

The Selected Agency shall at his own expense, deposit with Client, prior to signing of the Master Service Agreement (MSA), unconditional and irrevocable Performance bank guarantees ('PBG') from scheduled Bank for the performance of the obligations contained herein.

- 20.1.** The Performance Bank Guarantee (PBG) shall be discharged/ returned by Client, after the completion of the entire contract period as specified above, upon being satisfied that there has been due performance of the obligations of Selected Agency under the Master Service Agreement (MSA) and the procedure mentioned in the Request for Proposal.
- 20.2.** The Performance security shall be kept valid and enforce for the entire duration of the contract and six (6) month after the completion of the contract. If the contract period is to be extended due to any reason, the selected agency shall renew the Performance Bank Guarantee atleast one month prior to the expiry of the subsisting performance security. In the event the Selected Agency fails to provide the renewed (extended) Performance Bank Guarantee at least one month prior to the expiry of subsisting Performance Security, so as to maintain the performance security valid throughout the term of the Agreement, The Directorate of Urban Local Bodies shall have the right to forfeit and appropriate the subsisting Performance Bank Guarantee i.e. Failure of the Selected Agency to maintain the Performance Security in full force and effect throughout the term, in accordance with the provisions hereof, shall constitute Selected Agency Event of Default in terms hereof.
- 20.3.** In the event, the Selected Agency is in default or breach of the due, faithful and punctual performance of its obligations under this Agreement, in the event of there being any claims or demands whatsoever whether liquidated or which may at any time be made or have been made on behalf of the Directorate of Urban Local Bodies for or against the Selected Agency under this Agreement or against the Directorate of Urban Local Bodies in respect of this Agreement, the Directorate of Urban Local Bodies shall, without prejudice to its rights and remedies hereunder or in law, be entitled to appropriate the relevant amount from the Performance Bank Guarantee as damage such default, or loss suffered due to non-completion of services within the time period specified herein, or in respect of any dues, demands damages or claims against the Selected Agency.
- 20.4.** Nothing in this Master Service Agreement (MSA) shall prevent Selected Agency from seeking adequate reliefs in accordance with Dispute Resolution Clause of this Master Service Agreement (MSA) including injunction in case of revocation of Performance bank guarantees (PBG) by Client.

21 Advance Bank Guarantee

Within fifteen (15) days of the issuance of the Letter of Intent (LOI), the successful Bidder shall at his own expense submit unconditional and irrevocable Advance bank Guarantee (ABG) to Directorate of Urban Local Bodies (DULB) if the bidder opted for mobilization advance. The Advance Bank Guarantee (ABG) shall be from a Nationalised Bank or a scheduled Commercial Bank in the format as described in Request for proposal Volume-I The Advance Bank Guarantee (ABG) shall be for an amount equivalent to the mobilization advance paid. Directorate of Urban Local Bodies (DULB) shall invoke the Advance Bank guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Directorate of Urban Local Bodies (DULB) incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. The Bank Guarantee must be valid for a period of 6 months after the successful completion of contract and any extensions, if any.

22 Liquidated Damages

In the event of failure of the implementation of the project by the Selected Agency as per the provision mentioned in the agreement, the Directorate of Urban Local Bodies reserves the option to recover liquidated damages, and not by way of penalty, for late implementation from the Selected Agency in the following manner:

S. No.	Details of delay	Liquidated Damage to be charged
(i)	For delay upto 25% of the implementation period	2.5% of the Proposal price
(ii)	For delay of more than 25% and upto 50% of the implementation period	5% of the Proposal price
(iii)	For delay of more than 50% and upto 75% of the implementation period.	7.5% of the Proposal price
(iv)	For the delay more than 75% of the implementation period	10% of the Proposal price (maximum)

The aforesaid chargeable liquidated damages, if not paid by the Selected Agency, would be recoverable under the relevant provisions of Public Damage Recovery Act' 1914 by the Directorate of Urban Local Bodies.

23 Events of Default

23.1. Defaults by Selected Agency

The failure on the part of the Selected Agency to perform any of its obligations or comply with any of the terms of this Agreement or the Service Level Agreement (SLA) which is solely attributable to the Selected Agency shall constitute an Event of Default on the part of the Selected Agency

- I. The Selected Agency/ Selected Agency's Team has failed to perform any instructions or directives issued by the Directorate of Urban Local Bodies (DULB) and respective Urban Local Bodies which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
- II. The Selected Agency/ Selected Agency's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Client /Respective Urban Local Bodies during the term of this Contract and which the Client deems proper and necessary for the execution of the scope of work under this Contract
- III. The Selected Agency/ Selected Agency's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Request for Proposal (RFP) and this Contract

- IV. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Agency.
- V. The Selected Agency/Selected Agency's Team has failed to comply with or is in breach or contravention of any applicable laws.
 - a. Where there has been an occurrence of such Event of Default, the Directorate of Urban Local Bodies (DULB) shall issue a notice of default to the Service Provider, setting out specific defaults / deviances / omissions / non-compliances / non-performances and provide a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
 - b. Where despite the service of a default notice to the Selected Agency by the Directorate of Urban Local Bodies (DULB), due to the reasons solely attributable to the Selected Agency, the Selected Agency fails to remedy the such Event of Default, the Directorate of Urban Local Bodies (DULB) may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Directorate of Urban Local Bodies (DULB).

23.2. Default by Directorate of Urban Local Bodies and Urban Local Bodies

- I. Directorate of Urban Local Bodies (DULB) repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement
- II. Urban Local Bodies fails to make any payments due to the Selected Agency as per the Payment Terms in this Agreement without any valid or bona fide reason
- III. If Directorate of Urban Local Bodies (DULB) and Urban Local Bodies fails to fulfil its obligations under this Agreement.

24 Consequences of Event of Default

Where an Event of Default subsists or remains uncured, the Directorate of Urban Local Bodies (DULB) shall be entitled to:

- 24.1.** Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Project and the Services which the Selected Agency shall be obliged to comply with which may include re-determination of the consideration payable to the Selected Agency as agreed mutually by Directorate of Urban Local Bodies (DULB) and Selected Agency or through a third party acceptable to both Parties. The Selected Agency shall in addition take all available steps to minimize loss resulting from such event of default.
- 24.2.** Suspend payments to be made to the Service Provider in relation to the Deliverable, Service Level Agreement (SLA) or milestone regarding which Event of Default has occurred under this Agreement by a prior [30] days written notice of suspension to the Service Provider, provided that such notice of suspension:
 - a. shall specify the nature of the failure; and

- b. shall request the Selected Agency to remedy such failure within a reasonable period from the date of receipt of such notice of suspension by the Selected Agency.

24.3. Request replacement of any of the Selected Agency's Team member(s) on a reasonable ground with another suitable member(s) where the Client deems necessary. The Selected Agency shall in such case find suitable replacement for such outgoing member(s) with another member(s) to the satisfaction of the Client. Failure on the part of the Selected Agency to find a suitable replacement for such member(s), shall be dealt as per Schedule V - Service Level Agreement (SLA) defined in this agreement.

25. Termination

25.1. This Agreement shall not be terminated except in accordance of the terms of this Termination Clause. It is expressly agreed between the Parties that the first intention of the Parties shall not be termination of this Agreement in case alternate remedies under this Agreement or Request for Proposal (RFP) are available to the Parties.

25.2. Directorate of Urban Local Bodies (DULB) may, terminate this Agreement in whole or in part by giving Selected Agency a prior written notice of at least 3 months in advance indicating its intention to terminate this Agreement under the following circumstances:

- I. Where there has been such Event of Default solely attributable to the Selected Agency and the where such defect is not cured within the time stipulated in this Agreement which would make it proper and necessary to terminate this Selected Agency and may include failure on the part of Service Provider to respect any of its commitments with regard to any part of its obligation under this Agreement, which failure is solely attributable to the Service Provider.
- II. Where it comes to the Directorate of Urban Local Bodies (DULB) attention that Service Provider is in a position of actual conflict of interest with the interests of the Directorate of Urban Local Bodies (DULB) Where Service Provider's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against Service Provider or the order of winding up is passed against Service Provider or the happening of any such events that are averse to the commercial viability of the Service Provider. In the event of the happening of any of any events of the above nature, Directorate of Urban Local Bodies (DULB) shall reserve the right to take any steps as are necessary, to ensure the business continuity.

25.3. Termination for insolvency

Directorate of Urban Local Bodies (DULB) may at any time terminate this Agreement by giving prior written notice of thirty [30] days to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to Directorate of Urban Local Bodies (DULB).

- 25.4.** Service Provider subject to approval by Client, may terminate this Agreement before the expiry of the Term by giving Directorate of Urban Local Bodies (DULB) a prior and written notice, at least 3 months in advance indicating its intention to terminate this Agreement

26. Consequence of Termination

- 26.1.** In the event of termination of this Agreement prior to Term, due to any cause whatsoever, Directorate of Urban Local Bodies (DULB) shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Project which Service Provider shall be obliged to comply with and take all available steps to minimise loss resulting from that termination/ breach, and further allow and provide all such assistance to Directorate of Urban Local Bodies (DULB) and/ or the successor service provider, as may be required, to take over the obligations of the Service Provider in relation to the execution/ continued execution of the requirements of this Agreement.
- 26.2.** Where the termination of the contract is prior to its Term on account of the default on part of Service Provider or due to the fact that the survival of Service Provider as an independent corporate entity has ceased, Directorate of Urban Local Bodies (DULB)/Respective Urban Local Bodies through mutual redetermination of the consideration payable to Service Provider, shall pay Service Provider for that part of the services which have been authorized by Directorate of Urban Local Bodies (DULB) and satisfactorily performed by Service Provider up to the date of termination. Without prejudice to any other rights, Urban Local Bodies may retain such amount from the payment due and payable to Service Provider as may be required to offset any losses caused to Urban Local Bodies as a sole, direct and unpreventable result of any act/ omissions of Service Provider. In case of any loss or damage due to default attributable solely on the part of Service Provider in performing any of its obligations with regard to executing the Scope of Work under this Agreement, Service Provider shall compensate Directorate of Urban Local Bodies (DULB)/ Respective Urban Local Bodies for any such direct and unpreventable loss, damages or other costs, incurred by Directorate of Urban Local Bodies (DULB)/ Respective Urban Local Bodies. Additionally, members of its team shall all its obligations and responsibilities under the contract in an identical manner as were being performed before the collapse of Selected Agency as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/ any functions as stipulated by Client and as may be proper and necessary to execute the Scope of Work under the contract in terms of Selected Agency's bid, the bid document and the contract
- 26.3.** Nothing herein shall restrict the right of Directorate of Urban Local Bodies (DULB) to invoke the relevant bank guarantee and other guarantees furnished hereunder in the manner and conditions prescribed under this Agreement and perceived such other rights and/ or remedies that may be available to Directorate of Urban Local Bodies (DULB) under law.

- 26.4.** The termination hereof shall not affect any accrued right or liability of either party nor affect the operation of the provisions of the contract that are expressly or by implication intended to come into or continue in force on or after such termination.

27. Representation & Warranties

27.1. Representations and warranties of the Selected Agency

The Selected Agency represents and warrants to the Directorate of Urban Local Bodies (DULB) that:

- I. it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- II. it is a competent provider of business process management services and implementation strategy of Accrual Based Double Entry Accounting Systems
- III. it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- IV. it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement from the effective date;
- V. During the course providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to Directorate of Urban Local Bodies (DULB) normal business operations;
- VI. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- VII. the information furnished in the Request for Proposal (RFP) documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- VIII. the execution, delivery and performance of this Agreement shall not conflict with result;
- IX. there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

- X. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- XI. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- XII. No representation or warranty by it contained herein or in any other document furnished by it to Directorate of Urban Local Bodies (DULB) or its nominated agencies in relation to the Approval (as defined in this Agreement) contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Directorate of Urban Local Bodies (DULB) or its nominated agencies in connection therewith.

27.2. Representations and warranties of the Directorate of Urban Local Bodies (DULB) or its nominated agencies

Directorate of Urban Local Bodies (DULB) represent and warrant to Service Provider that:

- I. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby; they have taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise their rights and perform their obligations under this Agreement;
- II. It has the financial, structural and technical standing and capacity to perform their obligations under this Agreement; it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder; this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against them in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;

- III. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which they or any of their properties or assets is bound or affected;
- IV. There are no actions, suit or proceeding pending or, to their knowledge, threatened against them at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- V. It is not in any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on their ability to perform their obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- VI. It has complied with Applicable Laws in all material respects; all information provided by them in the Request for Proposal (RFP) in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and upon the Service Provider performing the covenants herein, they shall not at any-time during the Term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Service Provider, in accordance with this Agreement.

28. Use of Assets by the Selected Agency

During the Term the Selected Agency shall:

- 28.1.** Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Implementation Project of accrual based double entry and other facilities leased / owned / operated by the Selected Agency exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the “Assets”) in proportion to their use and control of such Assets;
- 28.2.** Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Selected Agency takes control of and/or first uses the Assets and during the entire Term of this Agreement;
- 28.3.** Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Service Provider will be followed by the Service Provider and any Person who is made responsible for the use of the Assets by the Service Provider.
- 28.4.** Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Service Provider or as may, in the reasonable opinion of the Service Provider, be necessary to use the Assets in a safe manner;
- 28.5.** Ensure that the Assets that are under the control of the Service Provider, are kept suitably housed and in conformity with Applicable Law;
- 28.6.** Procure permission from the Directorate of Urban Local Bodies (DULB) or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- 28.7.** Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law;
- 28.8.** Use best efforts to ensure that no lien, mortgage, hypothecation or any other charge is created over the Assets. Service Provider agrees that they will inform Directorate of Urban Local Bodies (DULB) immediately if Service Provider feels or comes to know that a charge may be / has been created over any Asset(s). In the event a charge is created over any of the Assets / goods which are owned by Directorate of Urban Local Bodies (DULB) by the Service Provider, Directorate of Urban Local Bodies (DULB) shall have the right to get the charge removed at the risk, cost, expense of the Service Provider and Service Provider shall make good all losses, damages, costs, fees, cess, duties, etc. borne or suffered by Directorate of Urban Local Bodies (DULB) or its nominated agencies due to creation of such charge and/or in removal of such charge and/or in discharging the obligations for removal of such charge.

29. Security & Safety

- 29.1.** Each Party to the Service Level Agreement (SLA)/ Agreement shall also comply with the rules laid down by the Government of India, and the respective State's security standards and policies in force from time to time at each location of which Directorate of Urban Local Bodies (DULB) or its nominated agencies make the Service Provider aware in writing insofar as the same apply to the provision of the Services.
- 29.2.** The Parties to the Service Level Agreement (SLA)/ Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized Persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with a Party's data, facilities or Confidential Information.
- 29.3.** Each party shall upon reasonable request by the other party as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- 29.4.** As per the provisions of the Service Level Agreement (SLA) or this Agreement, the Service Provider shall promptly report in writing to Directorate of Urban Local Bodies (DULB) or its nominated agencies, any act or omission which they are aware that could have an Adverse Effect on the proper conduct of safety and information technology security at the facilities of Directorate of Urban Local Bodies (DULB) as the case may be.

30. Indemnification & Limitation of Liability

- 30.1.** Subject to Clause 31.2 below, Each Party (the 'Indemnifying Party') undertakes to indemnify the other Party (the 'Indemnified Party') from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
- I. Indemnified Party's misuse or modification of the Service;
 - II. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - III. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
 - IV. Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- A. procure the right for Indemnified Party to continue using it, or
- B. replace it with a non-fringing equivalent, or
- C. Modify it to make it non-fringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

30.2. The Indemnifying Party shall indemnify the Indemnified Party against all losses (including loss of business, reputation, profits, revenue etc.), claims, damages, compensation, charges (including attorney fees) etc. arising out of data loss, data theft, data misuse, data tempering, unauthorized use or disclosure of Confidential Information etc. attributable to the Indemnifying Party's negligence, wilful default, lack of due care or breach of terms of this Agreement.

30.3. The indemnities set out in Clause 31 shall be subject to the following conditions:

- I. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- II. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- III. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- IV. All settlements of claims subject to indemnification under this Clause will be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- V. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the

Indemnified Party which are to be paid to it in connection with any such claim or proceedings; the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings ;in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and if a Party makes a claim under the indemnity set out above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

- 30.4.** The liability of Selected Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the consideration payable to the Selected Agency for services.
- 30.5.** In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set- forth in Clause 14.2) even if it has been advised of their possible existence.
- 30.6.** The allocations of liability in this Clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

31. Confidentiality

- 31.1.** Directorate of Urban Local Bodies (DULB) or its nominated agencies shall allow the Service Provider to review and utilize any confidential public records and the Service Provider shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 31.2.** Additionally, the Service Provider shall keep confidential all the details and information with regard to the Project implementations, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 31.3.** Directorate of Urban Local Bodies (DULB) or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Service Provider regarding any forbidden disclosure.

31.4. Service Provider shall endeavour that all its employees, agents and execute individual non-disclosure agreements, which have been duly approved by Directorate of Urban Local Bodies (DULB) with respect to this Project. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- i. Information already available in the public domain;
- ii. Information which has been developed independently by the Service Provider;
- iii. Information which has been received from a third party who had the right to disclose the aforesaid information;
- iv. Information which has been disclosed to the public pursuant to a court order.

31.5. To the extent the Service Provider shares its confidential or proprietary information with Directorate of Urban Local Bodies (DULB) for effective performance of the Services, the provisions of this Clause shall apply mutatis mutandis on Directorate of Urban Local Bodies (DULB) or its nominated agencies.

32. Audit, Access & Reporting

The Service Provider shall allow access to Directorate of Urban Local Bodies (DULB) or its nominated agencies to all information which is in the possession or control of the Service Provider and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Directorate of Urban Local Bodies (DULB) to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule III of this Agreement.

33. Governing Laws & Jurisdiction

This Agreement and all matters regarding the interpretation and/or enforcement hereof, will be governed exclusively by the laws of India. The courts of Panchkula alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.

34. Miscellaneous

34.1. Personnel

- 34.1.1.** The personnel assigned by Selected Agency to perform the Services shall be employees or agents of Selected Agency and under no circumstances shall such personnel be considered employees of Directorate of Urban Local Bodies (DULB) or its nominated agencies. The Selected Agency shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.
- 34.1.2.** The Selected Agency shall use its best efforts to ensure that sufficient Selected Agency personnel are assigned to perform the Services and that, such personnel have appropriate qualifications to perform the Services. After discussion with Selected Agency, Directorate of Urban Local Bodies (DULB) or its nominated agencies shall have the right to require the removal or replacement of any Selected Agency personnel performing work under this Agreement based on bonafide reasons. In the event that Directorate of Urban Local Bodies (DULB) or its nominated agencies requests that any Selected Agency personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon decisions.
- 34.1.3.** In the event that the Directorate of Urban Local Bodies (DULB) and Selected Agency identify any personnel of Selected Agency as **"Key Personnel"**, then the Selected Agency shall not remove such personnel from the Project without the prior written consent of Directorate of Urban Local Bodies (DULB) or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, death etc.
- 34.1.4.** Except as stated in this Clause, nothing in this Agreement or the Service Level Agreement (SLA) will limit the ability of Selected Agency to freely assign or reassign its employees; provided that Selected Agency shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Directorate of Urban Local Bodies (DULB) or its nominated agencies shall have the right to review and approve Selected Agency's plan for any such knowledge transfer. Selected Agency shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.
- 34.1.5.** Each Party shall be responsible for the performance of all its obligations under this Agreement or the Service Level Agreement (SLA) as the case may be and shall be

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liable for the acts and omissions of its employees and agents in connection therewith.

34.1.6. Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

34.2. Sub-Contractors

Bidder can sub-contract and outsource the work to the extent of survey and listing of movable and immovable assets of ULBs.

34.3. Joint Venture and Consortium

Joint venture and consortium shall not be allowed for part or whole of project

34.4. Assignment

- I. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of Directorate of Urban Local Bodies (DULB) and their respective successors and permitted assigns.
- II. The Selected Agency shall not be permitted to assign its rights and obligations under this Agreement to any third party under whatsoever conditions, If the Selected Agency is found to assign its rights and obligations under this agreement to any third party, the Selected Agency is liable for penalties as imposed by Directorate of Urban Local Bodies.
- III. The Directorate of Urban Local Bodies (DULB) may assign or novate all or any part of this Agreement and Schedules/ Annexures, and the Selected Agency shall be a party to such novation, to any third party contracted to provide outsourced services to Directorate of Urban Local Bodies (DULB) or any of its nominees.

34.5. Trademarks & Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Selected Agency may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the Service Level Agreement (SLA) or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that Selected Agency may include Directorate of Urban Local Bodies (DULB) or its client

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lists for reference to third parties subject to the prior written consent of Directorate of Urban Local Bodies (DULB) not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

34.6. Notices

- I. Any notices or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery arrangements, post, by facsimile transmission or by email.
- II. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

In case of Directorate of Urban Local Bodies (DULB)	In case of Selected Agency
Name:	Name:
Designation: Director General Urban Local Bodies, Haryana	Designation:
Address: Bays No. 11-14, Sector-4, Panchkula	Address:
Phone/ Fax: 0172-2570020,	Phone/ Fax:
Email: dulbhry@hry.nic.in	Email:

- III. Either Party to this Agreement may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable written notice of the new information and its effective date.

34.7. Amendment

No amendment, variation or other change to this Master Service Agreement (MSA) or the Service Level Agreement (SLA) shall be valid unless made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the Service Level Agreement (SLA).

34.8. Severability & Waiver

- I. If any provision of this Agreement or the Service Level Agreement (SLA), or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the Service Level Agreement (SLA) or the remainder of the provisions shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable

provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

- II. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the Service Level Agreement (SLA) of any right, remedy or provision of this Agreement or the Service Level Agreement (SLA) shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

34.9. Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to Chartered Accountant Firm in India) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

34.10. Entire Agreement

- I. This Agreement and the Service Level Agreement (SLA) with all Schedules & Annexures appended thereto, Letter of Intent (LoI), work order, Bid and the contents and specifications of the Request for Proposal (RFP) constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.
- II. This Agreement shall consist of this Contract Form and the following documents and the exhibits, specifications and other documents referred to therein (hereinafter the 'Contract Documents'), all of which by this reference are incorporated herein and made part hereof:
 1. Work order
 2. Letter of Intent (LoI)
 3. Complete Request for Proposal (RFP)
 4. Document and Corrigendum (If any)
 5. The Selected Agency Technical and Financial Proposal
- III. This Agreement sets forth the entire contract and agreement between the Parties pertaining to "Selection of Comptroller and Auditor General (CAG) Empanelled Chartered Accountant (CA) Firms/ Agency for implementation of Accrual Based Double Entry Accounting System (ABDEAS) in all the Municipal Corporations / Councils / Committees of Hisar Cluster of Haryana" including training and Handholding support to the Urban Local Bodies staff. This Agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

34.11. No Claim Certificate

Neither Party shall be entitled to make any claim, whatsoever against the other Party, under or by virtue of or arising out of, this Agreement, if made by the other Party after it has signed a "No claim" certificate in favour of the other Party in such forms as shall be required by such Party after the works are finally accepted.

34.12. Place of Service

The Selected Agency shall provide Services from Panchkula, Haryana. Selected Agency's representatives may have to travel outside Panchkula, within Haryana in relation to the services to be performed under this Agreement.

35. Dispute Resolution

- 35.1.** If any dispute arises between the Parties hereto during the subsistence of this Agreement of thereafter, in connection with this Agreement or the Service Level Agreement (SLA) shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule IV of this Agreement.
- 35.2.** In case the escalations do not result in resolution of the dispute within time stipulated for escalation, then the same shall be referred to the Arbitration as stated below in settlement of dispute clause.
- 35.3.** During the term of escalation or arbitration no punitive steps, including but not limited to termination of this Agreement, shall be taken by the Directorate of Urban Local Bodies (DULB) against the Selected Agency. Any legal dispute will come under Panchkula Civil Court jurisdiction only. The Panchkula civil court has exclusive jurisdiction to try and adjudicate the dispute arising out of this agreement.

36. Settlement of Dispute

36.1. Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within Sixty (60) days from the date of receipt of written notice, the matter shall be referred for Arbitration.

36.2. Arbitration

The arbitral proceedings shall be referred to the sole arbitrator to be designated by Principle Secretary Urban Local Bodies. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted in Panchkula.

- i) Notwithstanding anything contrary contained in any other law enforce in India, no proceeding other than Arbitration shall be carried out in any dispute arising between parties from or out of any provision of the Agreement.
- ii) No Court of Law has any right to entertain and try any proceeding except Arbitration proceeding arising from or out of any provision of the Agreement.

36.3. Place of Arbitration

The Place of arbitration shall ordinarily be Panchkula, however by mutual agreement of both the parties, the arbitration proceeding if required, may be held elsewhere.

36.4. Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the parties and shall be enforceable in accordance with the provision of the arbitration and conciliation Act 1966.

36.5. Jurisdiction

The Panchkula Civil Court shall have the exclusive jurisdiction to try and adjudicate the dispute arising out of this agreement. No other Court can entertain the dispute arising out of this agreement.

SIGNED, SEALED AND DELIVERED for and on behalf of Governor, Haryana acting through Director General, Urban Local Bodies, Haryana	SIGNED, SEALED AND DELIVERED For and on behalf of Selected Agency:
Signature	Signature
Name	Name
Address	Address
Contact Details	Contact Details

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Haryana

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their
respective hands and seal on the date herein mentioned below:

For and on behalf of	For and on behalf of
Directorate of Urban Local Bodies, Haryana	Selected Agency
Signature and Official Seal	Signature and Official Seal
Name:	Name:
Designation: Director General, Urban Local Bodies, Haryana	Designation:
Office: Bays No. 11-14, Sector-4, Panchkula Phone No: 0172-2570020, Office Phone No: 0172-2560075, 0172-2560082, Fax: 2570021 E-mail: dulbhry@hry.nic.in	
Witness	Witness
1. Signature: Name: Designation: Address:	1. Signature: Name: Designation: Address:
2. Signature: Name: Designation: Address:	2. Signature: Name: Designation: Address:

37. Schedule – I: Project Cost & Process of release of Payment

37.1. Total Cost of Project

The total payment to be made to Selected Agency under this Project is Indian Rupee (INR)_____, which is inclusive of all taxes and levies as applicable under respective statutes, prevailing from time to time upon the terms laid out in this **Request for Proposal (RFP)**.

The project cost summary is reproduced herein:

(The detailed cost breakup of the above consideration shall be as per the Financial Bid of the Selected Agency)

37.2. The payments terms will be in accordance with the payment terms mentioned in Request for Proposal (RFP) volume -I payment milestone.

37.3. The amount of consideration payable under this Contract shall become due immediately on completion of the milestones as specified in this Agreement. There shall be no adjustment or deduction to the consideration payable under this contract, on account of non – usage of Services by Directorate of Urban Local Bodies (DULB) or any of Urban Local body (ULB) under this project

37.4. Process of release of payment to Selected Agency

- 37.4.1.** On completion of a payment milestone, Selected Agency will inform the Project Monitoring committee about completion of a payment milestone and submit the respective invoice to respective Urban Local Bodies.
- 37.4.2.** On receipt of such intimation mentioning completion of a payment milestone by Selected Agency, the Project Monitoring committee will verify the claim made by Selected Agency and issue the necessary sign-off / completion certificate to Selected Agency within Fifteen (15) days from Selected Agency's such intimation. The approval given by project Monitoring committee members will be considered as sign-off issued for respective milestone.
- 37.4.3.** It is very important that Selected Agency deliver the project as per the scope mentioned in this agreement. Hence Selected Agency will prepare the checklist mentioning achievement of a particular milestone as per the scope of work mentioned in this agreement and the same will be made available to the Project Monitoring committee by Selected Agency.
- 37.4.4.** In case, the Project Monitoring committee find deliverable not completed by Selected Agency as per the agreed scope of work within Fifteen (15) days, then the project Monitoring committee will inform Selected Agency the non-completion part of such delivery & will mention the one single & complete list of compliance to be achieved by Selected Agency which will be based on the checklist prepared by Selected Agency.
- 37.4.5.** Selected Agency will then complete the milestone based on this list of compliance given by the project Monitoring committee only, without re-visiting checklist parameters that complied earlier and then Selected Agency will intimate The Project Monitoring Committee the compliances of the same in writing, then the process of completion of milestone within seven (07) days by the project Monitoring committee will become applicable as mentioned above.
- 37.4.6.** The Project Monitoring committee will then either issue the requisite sign-off / completion certificate or inform Selected Agency the list of compliance to be achieved within Seven (07) days from the date of Selected Agency's intimation.
- 37.4.7.** Based on this sign-off certificate, respective Urban Local Bodies will release the payment to Selected Agency within 45 days from the date of sign off.

37.5. Financial Matters

Terms of Payment and Service Credits and Debits

In consideration of the Services and subject to the provisions of this Agreement and of the Service Level Agreement (SLA), respective Urban Local Bodies shall pay the Service Provider for the Services rendered in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out in Volume-I of the Request for Proposal (RFP) and subsequent Corrigendum subject always to the fulfilment by the Selected Agency of the obligations herein.

- I. All payments are subject to deductions of applicable liquidated damages as provided for in the Service Level Agreement (SLA) section of the Request for Proposal (RFP).

For the avoidance of doubt, it is expressly clarified that respective Urban Local Bodies will calculate a financial sum as a result of the failure of the Service Provider to meet the Timelines and/or Service Level Requirements if any and debit the same against the terms of payment as set out in Payment Schedule in Volume -I of the Request for Proposal (RFP) and subsequent Corrigendum.

- II. Save and except as otherwise provided for herein or as agreed between the Parties in writing, respective Urban Local Bodies shall not be required to make any payments in respect of the Services (or without limitation to the foregoing, in respect of the Service Provider performance of any obligations under this Agreement or the Service Level Agreement) other than those covered in Payment Schedule in Volume-I of the Request for Proposal (RFP) and subsequent Corrigendum.
- III. All payments agreed to be made by respective Urban Local Bodies to the Service Provider in accordance with the Project shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Directorate of Urban Local Bodies (DULB) / respective Urban Local Bodies shall not be liable to pay any such levies/other charges under or in relation to this Agreement and/or the Services.
- IV. Payment shall be paid at the times and in the manner set out in the Payment schedule as specified in the volume -I of the Request for Proposal (RFP) and respective corrigendum, against value of contract. However, all the applicable taxes shall be reimbursed against submission of payment proofs. Works contract taxes, if any applicable, shall be reimbursed against actual and against submission of payment proofs.
- V. No invoice for extra work/change order on account of change order will be submitted by the Service Provider unless the said extra work /change order has been authorized/approved by the Directorate of Urban Local Bodies (DULB) / respective Urban Local Bodies in writing in accordance with Clause on Change order.
- VI. In the event of Client / respective Urban Local Body noticing at any time that any amount has been disbursed wrongly to Selected Agency or any other amount is due from Selected Agency to the Client / respective Urban Local Body, the Client / respective Urban Local Body may without prejudice to its rights recover such amounts by other means after notifying Selected Agency or deduct such amount from any payment falling due to Selected Agency. The details of such recovery, if any, shall be intimated to Selected Agency. Selected Agency shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Client / respective Urban Local Body or Selected Agency.

37.6. Invoicing and Settlement

Subject to the specific terms of the Service Level Agreement, the Service Provider shall submit its invoices in accordance with the following principles:

- 37.6.1.** Respective Urban Local Bodies shall be invoiced by the Service Provider for the Services. Generally, and unless otherwise agreed in writing between the Parties or

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expressly set out in the Service Level Agreement, the Selected Agency shall raise an invoice as per Payment Schedule in Volume 1 of the Request for Proposal (RFP) and respective corrigendum.

- 37.6.2.** Any invoice presented in accordance with this Clause shall be in a form agreed with Directorate of Urban Local Bodies (DULB).
- 37.6.3.** Selected Agency shall be solely responsible to make payment to personnel and third parties, etc.
- 37.6.4.** Payment shall be made within Forty-Five (45) working days of the receipt of invoice along with supporting documents by respective Urban Local Bodies subject to penalties. The penalties are imposed on the vendor as per the Service Level Agreement criteria specified in the Request for proposal. Directorate of Urban Local Bodies (DULB) / respective Urban Local Bodies shall not be liable for any additional payment as late charges/ delay charges/ penalty charges etc. for any delayed payments under any conditions whatsoever.
- 37.6.5.** Client / respective Urban Local Bodies shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Selected Agency where Client / respective Urban Local Bodies disputes/ withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed /withheld amount shall be settled in accordance with the escalation procedure. Any exercise by Client / respective Urban Local Bodies under this Clause shall not entitle the Selected Agency to delay or withhold provision of the Services.

37.7. Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement and the Service Level Agreement (SLA), including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement or the Service Level Agreement (SLA) shall be borne solely by the Party which incurred them.

38. Schedule – II: Change Management Process

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”), Project Implementation Phase, Service Level Agreements (SLAs), Scope of Work and Functional Requirement in this Request for Proposal. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Selected Agency and changes to the terms of payment as stated in the Terms of Payment Schedule. Directorate of Urban Local Bodies (DULB) and Selected Agency recognize that occasional and reasonable change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Selected Agency will endeavour, wherever reasonably practical, to effect change without an increase in the terms of payment as stated in the Terms of Payment schedule. Directorate of Urban Local Bodies (DULB) or its nominated agencies will work together to ensure that such changes are discussed and managed in a constructive manner. However, in case such changes are of a nature that the Selected Agency has to bear significant additional costs, then the Selected Agency shall be compensated for such costs. This Change Control Schedule sets out the provisions which will apply to all the changes to this Master Service Agreement (MSA).

38.1. Change Orders/Alteration/Variation

- 38.1.1.** The Selected Agency agrees that the requirements/ / specifications and Service requirements given in the Request for Proposal (RFP) documents are minimum requirements and are in no way exhaustive and guaranteed by the Directorate of Urban Local Bodies (DULB).
- 38.1.2.** The Directorate of Urban Local Bodies (DULB) may at any time, by a written change order given to the Selected Agency, make changes within the general scope of the Contract.
- 38.1.3.** The written advice to any change shall be issued by Directorate of Urban Local Bodies (DULB) to the Selected Agency up to four (4) weeks prior to the due date of commencement of services.
- 38.1.4.** In case of increase in Specifications or Service requirements or in case of additional requirement, the Selected Agency agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in this Agreement. In case of decrease in Service requirements, the Selected Agency shall give a reduction in price at the rate given in this Agreement corresponding to the said decrease.
- 38.1.5.** In case applicable rates for the increase/decrease in question are not available in this Agreement then the rates as may be mutually agreed shall apply. The Selected Agency shall not be entitled to any claim by way of change of price, damages, losses, etc.

38.2. Conditions for Change Order

38.2.1. The change order will be initiated only in case

- a. The Directorate of Urban Local Bodies (DULB) directs, in writing, the Selected Agency to incorporate changes to the deliverables requirements already covered in this Agreement.
- b. The Directorate of Urban Local Bodies (DULB) directs, in writing, the Selected Agency to include any addition to the scope of work or services covered under this Agreement or delete any part thereof,
- c. Selected Agency requests to delete any part of the work which will not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Directorate of Urban Local Bodies (DULB) and for which cost and time benefits shall be passed on to the Directorate of Urban Local Bodies (DULB).

38.2.2. Any change order comprising an alteration which involves change in the cost of the services (which sort of alteration is hereinafter called a “Variation”) shall be the Subject of an amendment to this Agreement by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.

38.2.3. If there is a difference of opinion between the Selected Agency and Directorate of Urban Local Bodies (DULB) Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in the section 37.3.

38.3. Procedures for Change Order

38.3.1. Upon receiving any revised requirement/ advice, in writing, from the Directorate of Urban Local Bodies (DULB), the Selected Agency would verbally discuss the matter with Directorate of Urban Local Bodies (DULB) Representative.

38.3.2. In case such requirement arises from the side of the Selected Agency, he would also verbally discuss the matter with Directorate of Urban Local Bodies (DULB) Representative giving reasons thereof.

In either of the cases as explained in Clauses above, the representatives of both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not. Such representation will also be discussed and validated by Project Monitoring Committee (PMC).

38.3.3. If it is mutually agreed that such Requirement constitutes a “Change Order” then a joint memorandum will be prepared and signed by the Selected Agency and Directorate of Urban Local Bodies (DULB) to confirm a “Change Order” and basic ideas of necessary agreed arrangement.

- 38.3.4.** Selected Agency will study the revised requirement in accordance with the joint memorandum and assess subsequent schedule and cost effect, if any.
- 38.3.5.** Upon completion of the study referred to above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Directorate of Urban Local Bodies (DULB) to enable the Directorate of Urban Local Bodies (DULB) to give a final decision. Such decision will be provided with due approval of the steering committee whether Selected Agency should proceed with the change order or not in the best interest of the works.
- 38.3.6.** The estimated cost and time impact indicated by Selected Agency shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The costs can be further negotiated by Directorate of Urban Local Bodies (DULB).
- 38.3.7.** A Change Control Note (CCN) would be required to be prepared.
- 38.3.8.** The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.
- 38.3.9.** In case Selected Agency fails to submit all necessary substantiation/ calculations and back up documents, the decision of the Directorate of Urban Local Bodies (DULB) regarding time and cost impact shall be final and binding on the Selected Agency.
- 38.3.10.** If Directorate of Urban Local Bodies (DULB) accepts the implementation of the change order in writing, which would be considered as change order, then Selected Agency shall commence to proceed with the enforcement of the change order pending final agreement between the parties with regard to adjustment of the Contract Value and the schedule.
- 38.3.11.** In case, mutual agreement, i.e. whether new requirement constitutes the change order or not, is not reached, then Selected Agency in the interest of the works, shall take up the enforcement of the change order, if advised in writing to do so by Directorate of Urban Local Bodies (DULB) Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.

38.3.12. The Selected Agency shall submit necessary back up documents for the change order showing the break- up of the various elements constituting the change order for the Directorate of Urban Local Bodie's (DULB) review. If no agreement is reached between the Directorate of Urban Local Bodie's (DULB) and Selected Agency within Sixty (60) days after Directorate of Urban Local Bodie's (DULB) instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.

38.4. Change Control Note ("CCN")

38.4.1. Change requests in respect of the Master Service Agreement (MSA), the Project Implementation, the operation, the Service Level Agreement (SLA), Scope of work and Functional Requirement will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Change Control Note as attached in Volume 1 of Request for Proposal (RFP). Change Control Notes will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the Change Control Note.

38.4.2. The Selected Agency and the Directorate of Urban Local Bodies (DULB) or its nominated agencies, during the entire Project Implementation Phase and the Directorate of Urban Local Bodies (DULB) or its nominated agencies during the Handholding Phase and while preparing the Change Control Note, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the Request for Proposal (RFP) and is suggested and applicable in the Project Implementation Phase as set out in this Agreement.

38.4.3. It is hereby also clarified here that any change of control suggested beyond 25% of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the Selected Agency and accepted by the Directorate of Urban Local Bodies (DULB) or its nominated agencies or as decided and approved by Directorate of Urban Local Bodies (DULB) or it Nominated Agencies. For arriving at the cost / rate for change up to 25% of the project value, the payment terms specified in the Request for Proposal Volume 1 shall apply.

38.5. Conditions for revised work / change order

The provisions of the Contract shall apply to revised work / change order as if the revised work / Change order has been included in the original Scope of work. However, the Contract Value shall increase / decrease, and the schedule shall be adjusted on account

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of the revised work / Change orders as may be mutually agreed in terms of provisions set forth in Clause 37 of this section. The Selected Agency's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

38.6. Proposed Categories of Change

The change categories will be as per the Volume II of the Request for Proposal (RFP)

38.7. Quotation

38.7.1. The Selected Agency shall provide as part of Change Control Note a minimum:

- a. a description of the change
- b. a list of deliverables required for implementing the change;
- c. a time table for implementation;
- d. an estimate of any proposed change
- e. any relevant acceptance criteria
- f. an assessment of the value of the proposed change;
- g. material evidence to prove that the proposed change is not already covered within this Agreement and the scope of work.

38.7.2. Prior to submission of the completed Change Control Note to Directorate of Urban Local Bodies (DULB), or its nominated agencies, the Selected Agency will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Selected Agency shall consider the materiality of the proposed change in the context of the Master Service Agreement (MSA) and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

38.8. Obligations

The Selected Agency shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. Selected Agency will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact.

39. Schedule – III: Audit, Access and Reporting

39.1. Purpose

This Schedule details the audit, access and reporting rights and obligations of the Directorate of Urban Local Bodies (DULB) or its nominated agency and the Selected Agency.

39.2. Audit Notice and Timing

39.2.1. As soon as reasonably practicable after the Effective Date of signing of this Agreement, the Parties shall use their best endeavour's to agree to a timetable for routine audits during the entire Project Implementation Phase. Such timetable during the Implementation Phase, Directorate of Urban Local Bodies (DULB) or its nominated agency and thereafter during the Handholding Phase, Directorate of Urban Local Bodies (DULB) or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Selected Agency any further notice of carrying out such audits.

39.2.2. The Directorate of Urban Local Bodies (DULB) or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Selected Agency, a security violation, or breach of confidentiality obligations by the Selected Agency, provided that the requirement for such an audit is notified in writing to the Selected Agency a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Selected Agency considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.

39.2.3. The frequency of audits shall be a (maximum) half yearly, provided always that the Directorate of Urban Local Bodies (DULB) or its nominated agency shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Selected Agency. Any such audit shall be conducted by with adequate notice of 2 weeks to the Selected Agency.

39.2.4. Directorate of Urban Local Bodies (DULB) will ensure that any 3rd party agencies (except Comptroller and Auditor General 'CAG') appointed to conduct the audit will not be the competitor of Selected Agency and will be bound by confidentiality obligations.

39.3. Access

The Selected Agency shall provide to the Directorate of Urban Local Bodies (DULB) or its nominated agency reasonable access to employees, suppliers, agents and third party facilities as detailed in the Request for Proposal (RFP), documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Steering Committee/ Project Management unit shall have the right to copy and retain copies of any relevant records. The Selected Agency shall make every reasonable effort to co-operate with them.

39.4. Audit Rights

The Directorate of Urban Local Bodies (DULB) or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the Request for Proposal 'RFP'), data centers, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- 39.4.1.** The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of Directorate of Urban Local Bodies (DULB) and documentation related thereto;
- 39.4.2.** That the actual level of performance of the services is the same as specified in the Service Level Agreement (SLA).
- 39.4.3.** That the Selected Agency has complied with the relevant technical standards, and has adequate internal controls in place; and
- 39.4.4.** The compliance of the Selected Agency with any other obligation under the Master Service Agreement (MSA) and Service Level Agreement (SLA).
- 39.4.5.** Task verification audit of the project shall be done once each year, the cost of which shall be borne by the Selected Agency.
- 39.4.6.** For the avoidance of doubt the audit rights under this Schedule shall not include access to the Selected Agency's profit margins or overheads, any confidential information relating to the Selected Agency's employees, or minutes of its internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the Master Service Agreement (MSA).

39.5. Action and Review

- 39.5.1.** Any change or amendment to the systems and procedures of the Selected Agency,

where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

39.5.2. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the Directorate of Urban Local Bodies (DULB) or its nominated agency and the Selected Agency Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Master Service Agreement (MSA).

39.5.3. REPORTING: The Selected Agency will provide quarterly reports to the PMU or Steering Committee regarding any specific aspects of the Project and in context of the audit and access information as required by the Directorate of Urban Local Bodies (DULB) or its nominated agency.

39.6. Records and Information

For the purposes of audit in accordance with this Schedule, the Selected Agency shall maintain true and accurate records in connection with the provision of the services and the Selected Agency shall handover all the relevant records and documents upon the termination or expiry of the Master Service Agreement (MSA).

40. Schedule IV: Governance Schedule

40.1. Purpose

The purpose of this Schedule is to:

- a) Establish and maintain the formal and informal processes for managing the relationship between the Directorate of Urban Local Bodies (DULB) and the Selected Agency (including the outputs from other Schedules to this Agreement;
- b) define the principles that both Parties wish to follow to ensure the delivery of the Services
- c) Ensure the continued alignment of the interests of the Parties;
- d) Ensure that the relationship is maintained at the correct level within each Party;
- e) Create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- f) Set out the procedure for escalating disagreements; amenable contract administration and performance management.

40.2. Governance Structure

40.2.1. Steering Committee

A Steering Committee under the chairmanship of Hon'ble Chairman, Directorate of Urban Local Bodies (DULB) will be formed and will govern the project till the completion of accrual based double entry accounting system in the Urban Local Bodies of Haryana and would consist of following members:

#	Designation	Position
1.	Administrative Secretary, Directorate of Urban Local Bodies (DULB)	Chairman
2.	Representative from Urban Development Department (UDD)	Member
3.	Project Manager, Directorate of Urban Local Bodies (DULB)	Member
4.	Financial Advisor, Directorate of Urban Local Bodies (DULB) or nominated agency	Member
5.	Project Manager, Selected Agency	Member
6.	Project Consultant	Member

The Steering committee members will meet at least once a month or as required based on the time and location agreed between them. These meetings will cover as a minimum agenda:

- 1) Hold the kick-off meeting on the project with all stakeholders within Seven (7) days of contract sign-off
- 2) Provide overall leadership, vision, and direction for the implementation of the project
- 3) Overall planning, co-ordination, monitoring and progress review of the project
- 4) Overall strategic control and take decision on regulatory matters and provide guidance for successful execution of the project
- 5) Approval of the detailed project work plan (including Gannt chart representation) initially, as well as approvals to any subsequent changes necessary to be made in the plan. Post Steering Committee's approvals, the plan's adherence monitoring will be the responsibility of the Project Monitoring Committee (PMC).
- 6) Creating a supporting environment for the success of the project
- 7) Consideration of matters arising out of the change control note and approval of the same
- 8) Resolution of disputes if any between Selected Agency and Project Monitoring Committee (PMC)
- 9) Review of budgetary requirements and financial monitoring of the allocated funds

40.2.2. Project Monitoring Committee (PMC)

- I. The Parties shall, in addition to the purposes mentioned in the Clause 3, form a committee to be called as the project Monitoring committee for the purpose of day to day decision making and representation to complete the Project within fifteen (15) days of contract signing
- II. The above referred project Monitoring committee shall hold project review meetings chaired by Director General of Directorate of Urban Local Bodies (DULB). The Monitoring committee shall comprise of following members and would meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them.
- III. Roles & Responsibilities of Project Monitoring Committee shall be as follows:
 - a. Review & Validate Selected Agency milestone / deliverables report and provide recommendation in consultation with Directorate of Urban Local Bodies (DULB) /, with a copy to steering committee
 - b. Resolve and provide directions on the operational matters

- c. Monitor the project work schedule / plan as per the format provided in the specified in the proposal to be submitted by Selected Agency on a regular basis to ensure its implementation as agreed between Selected Agency and Directorate of Urban Local Bodies (DULB). Ensure progress on training and capacity building activities to Urban Local Bodies, and concerned stakeholders as per the agreed schedule
- d. Conducting regular meetings with key project stakeholders for issue resolution
- e. Coordination between different stakeholders as per the guidance of steering committee
- f. Any other issues to be discussed pertaining to the project
- g. To issue acceptance / Sign – off certificate to Selected Agency as per their request during the Project period. The approval given by Project Monitoring Committee (PMC) shall be treated as sign-off issued by the Client for the respective milestone to Selected Agency during the Project period
- h. To approve the release of payment to Selected Agency during the Project period

The Project Monitoring Committee (PMC) will comprise of the following members

Composition	
Director General, of Urban Local Bodies (DULB)	Chairman
Project Director – Directorate of Urban Local Bodies (DULB)	Member Secretary
Chief officer of one municipal council from each category (A, B, & C)	Member
Commissioner / Dy. Commissioner of one Municipal corporation	Member
Representatives of Urban Development Dept.	Member
Project Manager – Selected Agency	Member
Project Manager, Project Management Unit (PMU)	Member
Other invitees, as per approval of Chairman	Member

- i. The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.
- ii. Within Seven (7) days following the Effective Date, Directorate of Urban Local Bodies (DULB) or its nominated agencies and the Special Investigation Branch (SIB) shall each appoint a Project

Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within Seven (7) days of the substitution.

- iii. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- iv. In the event that there is any material factor which affects the delivery of Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss with the Project Monitoring Committee (PMC), any appropriate amendment to this Agreement or any Service Level Agreements (SLA) or Statement of Works (including any variation to the terms of payment as stated in the Terms of Payment Schedule). Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule and should be put up to steering committee for approval.

40.3. Governance Procedures

- I. The Selected Agency shall document the agreed structures in a procedure's manual.
- II. The agenda for each meeting of the Project Monitoring Committee (PMC) shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the Project Monitoring Committee (PMC), along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- III. All meetings and proceedings will be documented such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- IV. The Parties shall ensure as far as reasonably practicable that the Project Monitoring Committee (PMC) shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- V. In order formally to submit a Disputed Matter to the aforesaid for a, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by
 - VI. A statement by the Claimant describing the Disputed Matter in reasonable detail and
 - VII. Documentation, if any, supporting the Claimant's position on the Disputed Matter.
- VIII. The other Party ("Respondent") shall have the right to respond to the Dispute Notice within Seven (7) days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of Seven (7) days, it shall refer the Disputed Matter to next level of the dispute resolution for action.

- IX. All negotiations, statements and / or documentation shall be without prejudice and confidential (unless mutually agreed otherwise).
- X. If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.

40.4. Escalation Procedure for Issue Resolution

- I. If any issue arises between the parties hereto during the subsistence of this Agreement of thereafter, in connection with the validity Interpretation implementation or alleged breach of any provision of this Agreement or the SLA shall in the first instance be dealt in the Project Monitoring Committee (PMC) meetings. This would be the first level of escalation.
- II. In the event that the Project Monitoring Committee (PMC) is unable to resolve the issue within Fifteen (15) days of it being referred to it, then either Party may refer the dispute for resolution to the Steering Committee. This would be the second level of escalation.
- III. However, if the issue/s still remains unsolved, they would be further escalated as per the procedure listed in Dispute Resolution Clause of this agreement.

41. Schedule – V: Service Level Agreement

41.1. Purpose of the Service Level Agreement (SLA)

- I. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the Service Levels which shall be provided by the Selected Agency to respective Urban Local Bodies for the duration of this contract. The benefits of this SLA are to:
 - a) Make Directorate of Urban Local Bodies' (DULB) and Urban Local Bodies' expectations from the Selected Agency explicit with respect to performance and outcomes.
 - b) Help Directorate of Urban Local Bodies (DULB) and Urban Local Bodies monitor the levels of performance of the Selected Agency during the duration of the contract.
 - c) Trigger a process that applies to Directorate of Urban Local Bodies' (DULB), Urban Local Bodies' and Selected Agency's attention to any aspect of performance when that aspect drops below an agreed upon threshold or target.
- II. The Selected Agency, Directorate of Urban Local Bodies (DULB) and Urban Local Bodies shall maintain monthly contact to monitor the performance of the services being provided by the Selected Agency and effectiveness of this Service Level Agreement (SLA).
- III. During the contract period, under normal circumstances, any changes to the Service Level Agreement (SLA) will be discouraged. However, under exceptional/ contingent circumstances, on representation made by the Selected Agency, there may be changes to the Service Level Agreement (SLA). The decision of Directorate of Urban Local Bodies (DULB) and respective Urban Local Body in this regard shall be final and binding on the Selected Agency.

- IV. This Service Level Agreement (SLA) document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof, which will be reviewed on monthly basis before releasing payments to the Selected Agency.
- V. The Selected Agency shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The liquidated damages recoverable from the Selected Agency will be in addition to the penalty on the Service Level Agreements (SLAs). It is expressly agreed that in case some Service Level is not achieved by the Selected Agency and such non-achievement is not solely attributable to the Selected Agency then no penalty shall be imposed upon on Selected Agency.
- VI. The Selected Agency and the respective Urban Local Body / Directorate of Urban Local Bodies (DULB) may expressly or impliedly agree not to levy any penalty upon Selected Agency for non-performance.
- VII. The Service Level Agreement (SLA) shall be entered into concurrently with this Agreement between Directorate of Urban Local Bodies (DULB) and Selected Agency.

41.2. Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- 1) **"Availability"** shall mean the time for which the services and facilities offered by the Selected Agency are available for conducting operations from the implemented solution.
- 2) **"Technical Support"** shall mean the support provided by the Technical Support Team set up by the Selected Agency's – including but not limited to Fault reporting, Trouble Ticketing and related enquiries during this contract.
- 3) **"Incident"** refers to any event / abnormalities in the functioning of the solution / Services that may lead to disruption in normal operations.
- 4) **Severity for Problem Requests/Defect Fixes:** The severity of a problem request or defects fixes would be based on the business impact of the problem.

41.3. Description of Services Provided

The required scope and boundaries of solution and services provided as part of this Agreement are detailed in Volume II – Scope of Work of this Request for Proposal (RFP) document

41.4. Breach Clause

- I. This Service Level Agreement (SLA) document provides for minimum level of system characteristics and services required as per contractual obligations based on performance indicators and measurements thereof. The Selected Agency shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with performance levels.
- II. Service Level Agreement (SLA) parameters shall be monitored on a monthly/quarterly basis (or as specified below) as per the individual Service Level Agreement (SLA) parameter requirements. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and shall invoke penalty.
- III. A Service Level breach will occur if the Selected Agency fails to meet Minimum Service Levels on a monthly basis (or periodicity defined in this Request for Proposal) for a particular Service Level.
- IV. However, penalty will be imposed as specified below, Availability and performance report provided to the respective Urban Local Body and Directorate of Urban Local Bodies (DULB) shall contain the summary of all incidents reported and associated performance measurement for that period. The maximum penalty shall be capped at 10% of the total Project Value. If the penalty during these phases exceeds 10% of the Total project value, then Directorate of Urban Local Bodies (DULB) reserves the right to take appropriate action including termination of the contract and forfeiting of Performance Bank Guarantee.
- V. In case there are successive breaches of SLA's for two milestones, Directorate of Urban Local Bodies (DULB) can issue show cause notice to the Selected Agency to explain their non-performance. Also Steering Committee meeting may be called wherein Selected Agency needs to explain the action taken to prevent such recurrences in future. This is without prejudice to other rights of Directorate of Urban Local Bodies (DULB).
- VI. The services provided by the Selected Agency shall be reviewed by Directorate of Urban Local Bodies (DULB) in terms of, but not limited to, the following:
 - a) Check Performance of the Selected Agency against this Service Level Agreement (SLA) every quarter and consider any key issues of the past period's performance statistics including major incidents
 - b) Discuss escalated problems, new issues and matters still outstanding for resolution
 - c) Increase Service Level Agreement (SLA) penalties if Selected Agency is found to be defaulting on certain parameters repeatedly
 - d) Review of statistics related to rectification of outstanding faults and

agreed changes

- e) Obtain suggestions for change to improve the services levels
 - f) Penalties shall be imposed on immediate next payment milestone etc.
- VII.** In case desired, Directorate of Urban Local Bodies (DULB) may initiate an interim review to check the performance and the obligation of the Selected Agency. The Service Level Agreement (SLA) may be reviewed and revised in accordance to the procedures detailed in Schedule II, Change Control Schedule.
- VIII.** For the purpose of recovery of penalty imposed, the penalty amount will be adjusted against payment made to the Selected Agency by respective Urban Local Bodies for the respective milestones. In case the penalty amount exceeds the payment being made to Selected Agency by Urban Local Bodies for that milestones, it may be adjusted against performance bank guarantee.
- IX.** Urban Local Bodies shall not make any payments for Production support requests/tickets during the lifecycle of the project.
- X.** It is expressly agreed that in case some Service Level is not achieved by the Selected Agency and such non-achievement is not solely attributable to the Selected Agency then no penalty shall be imposed upon on Selected Agency.
- XI.** The Selected Agency, respective Urban Local Bodies and the Directorate of Urban Local Bodies (DULB) may expressly or impliedly agree not to levy any penalty upon Selected Agency for non-performance.

41.5. SLA Monitoring

- I.** SLA monitoring will be carried out by the respective Urban Local Bodies and Directorate of Urban Local Bodies (DULB) based on Service Level Agreement (SLA) compliance report and Service Level Agreement (SLA) monitoring tool. Service Level Agreement (SLA) monitoring tool will be put in place by the Selected Agency which will collate information as per defined Service Level Agreement (SLA) parameters. Reports of Service Level Agreement (SLA) compliance in the tool will be updated as per agreed updated frequency and available for review by respective Urban Local Bodies and Directorate of Urban Local Bodies (DULB) designated authority.
- II.** Every bill raised by the Selected Agency needs to be accompanied with a compliance report against applicable Service Level Agreement (SLA) depending on the phase and should also include self-declaration of compliance / non-compliance by the Selected Agency. Bills need to include any other documents required by respective Urban Local Bodies / Directorate of Urban Local Bodies (DULB).

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Sr. No.	Measurement	Definition	Service Level Target	Penalty
A	PROJECT INITIATION			
A.1	Team Mobilization on commencement of work	Selected Agency is expected to mobilize its team at the initiation of the project for enabling Commencement of work for this project. For the purpose of this metric, commencement of work would mean reporting of resources of the Selected Agency at locations designated by Directorate of Urban Local Bodies (DULB), Haryana for this project.	Within Thirty (30) calendar days from the signing date of Agreement	No Penalty
			After Thirty (30) calendar days from the signing date of Agreement.	Liquidated Damage (LD) will be applicable as per the clause 22 of the RFP Volume -III and DULB/ULB, Haryana reserves the Right to terminate the agreement.
B	IMPLEMENTATION OF ACCRUAL BASED DOUBLE ENTRY ACCOUNTING SYSTEM (ABDEAS) IN THE URBAN LOCAL BODIES OF HARYANA			
B.1	Adherence to submission of Project Deliverables	Selected Agency shall submit the following deliverables as part of this stage of the project as per the agreed project plan: <ul style="list-style-type: none">Survey and listing out of moveable and immovable Assets, inventory, liabilities, and carrying out valuation of fixed assets & liabilities of Urban Local Bodies as per government notifications/Municipal accounting code.Preparation and Approval of Opening Balance Sheet of Urban Local Bodies as on 01-04-2018 including Income & Expenditure Account & other relevant schedule as per Haryana Municipal Accounts Code/National Municipal Accounts Manual.Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and Approval of Balance Sheet of Urban	0 calendar days of delay in submission for each individual deliverable	No Penalty
			> 0 calendar days to <=Thirty (30) calendar days of delay in submission for each individual deliverable	1% of the payment corresponding to applicable milestone
			> Thirty (30) calendar days to <= Sixty (60) calendar days of delay in submission for each individual deliverable	5% of the payment corresponding to applicable milestone

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Sr. No.	Measurement	Definition	Service Level Target	Penalty
A	PROJECT INITIATION			
		<p>Local Bodies as on 31-03-2019. Including Income & Expenditure Account & other relevant schedule as per Haryana Municipal Account Code/National Municipal Accounts Manual</p> <ul style="list-style-type: none"> Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and Approval of Balance Sheet of Urban Local Bodies as on 31-03-2020. Including Income Expenditure, Account & other relevant schedule as per Haryana Municipal Accounts Code/National Municipal Accounts Manual Up to date Books of accounts, entered all transaction in selected accounting software, Preparation and Approval of Balance Sheet of Urban Local Bodies as on 31-03-2021. Including Income Expenditure, Account & other relevant schedule as per Haryana Municipal Accounts Code/National Municipal Accounts Manual Preparation of Handholding Support Financial Statements for the Financial Year 2021-22 and 2022-23, Including Income Expenditure Account & other relevant schedule as per Haryana Municipal Accounts Code/National Municipal Accounts Manual & all balance services as per detailed scope mentioned in the Request for Proposal Volume -II 	<p>> Sixty (60) calendar days to <= Ninety (90) calendar days of delay in submission for each individual deliverable</p> <p>>Ninety (90) calendar days of delay in submission for each individual deliverable</p>	<p>10% of the payment corresponding to applicable milestone</p> <p>Liquidated Damage (LD) will be applicable as per the clause 22 of the RFP Volume -III and DULB/ULB, Haryana reserves the Right to terminate the agreement.</p>

Sr. No.	Measurement	Definition	Service Level Target	Penalty
A	PROJECT INITIATION			
C	TRAINING AND HANDHOLDING SUPPORT TO ULBs WITH DAY TO DAY ACCOUNTING ENTRIES FROM THE FY 2021 -22 TO TILL THE EXIT DATE OF CA FIRMS			
C.1	Satisfaction level of the training sessions conducted by Selected Agency for staff members & stakeholders	The feedback shall be received by the officials of Directorate of Urban Local Bodies (DULB), Haryana after each training session. Directorate of Urban Local Bodies (DULB), Haryana may decide to use the Service Level Agreement (SLA) in case insufficient training sessions are conducted by the Selected Agency. Measurement tool: Feedback ratings received from Training participants, no. of participants, no. of Trainings delivered and Training Material. Measurement Interval: Quarterly	Feedback ratings ≥ 7 out of 10	No penalty
			Feedback ratings ≥ 6 but < 7 out of 10	1% of the payment corresponding for that quarter
			Feedback ratings < 6 out of 10	1% additionally for every week of delay of the payment corresponding to applicable milestone
			Feedback ratings < 5 out of 10	Feedback rating of less than 5 out of 10 by 25% of the trainees of a batch Liquidated Damage (LD) will be applicable as per the clause 22 of the RFP Volume -III and DULB/ULB, Haryana reserves the Right to terminate the agreement.

41.6. Error Definitions:

In the above table error shall mean any one of the following:

- I. Errors in capturing internal measurements such as carpet area and Plot area etc. This shall be validated against the data captured by validation/audit agencies. Differences in the measurements upto 10% can be ignored. But for more than 10% it shall be considered as an error.
- II. Data Captured for all mandatory fields shall be validated by the audit agencies for all the fields other than those mentioned in (a).
- III. Discrepancies between the data captured by survey agencies and audit agencies shall be analysed and accordingly errors will be calculated.
- IV. Maximum Penalty applicable to the bidder shall not exceed 10% of the Total Work Order value till the completion of property survey. If the total Penalty exceeds beyond 10%, it would be considered as non-conformance to the Quality of Services and may lead to termination of the Contract and DULB may on their sole discretion cancel the order and go afresh with the entire property survey exercise without clearing any of the pending payment of the bidder and forfeiting the performance bank guarantee submitted by the bidder after receiving the order.

41.7. Issue Management Procedures

I. General

- a) Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between respective Urban Local Body, Directorate of Urban Local Bodies (DULB) and Selected Agency.
- b) Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre- defined process will only be used on an exception basis if issues are not resolved at operational levels.

II. Issue Management Procedures

- a) Either respective Urban Local Body / Directorate of Urban Local Bodies (DULB) or Selected Agency may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b) Respective Urban Local Body, Directorate of Urban Local Bodies (DULB) and the Selected Agency will determine which committee or executive level should logically be involved in resolution.
- c) A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- d) The respective Urban Local Body, Directorate of Urban Local Bodies (DULB) and the Selected Agency shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Selected Agency will then communicate the resolution to all interested parties.
- e) In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.

41.8. SLA Change Control

I. General

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

II. SLA Change Process

1. The parties may amend this Service Level Agreement (SLA) by mutual agreement in accordance with terms of this contract.
2. Changes can be proposed by either party. The Selected Agency can initiate an SLA review with the Directorate of Urban Local Bodies (DULB) / selected Urban Local Bodies; if required. Normally, the forum for negotiating SLA changes will be Directorate of Urban Local Bodies' (DULB) monthly meetings. Unresolved issues will be addressed using the issue management process in this document.
3. The Selected Agency shall maintain and distribute current copies of the SLA document as directed by Directorate of Urban Local Bodies (DULB). Additional copies of the current SLA will be made available at all times to authorized parties.

III. Version Control

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

41.9. Responsibilities of the Parties with respect to Service Level Agreement (SLA)

I. Selected Agency

1. Selected Agency is responsible for executing this contract and delivering the services, while maintaining the specified performance targets.
2. Additionally, the Selected Agency is responsible for:
 - a) Reporting problems to respective Urban Local Body and Directorate of Urban Local Bodies (DULB) as soon as possible
 - b) Assisting respective Urban Local Body and Directorate of Urban Local Bodies (DULB) in management of the Service Level Agreement (SLA)
 - c) Providing early warning of any organizational, functional or technical changes that might affect Selected Agency's ability to deliver the services.
 - d) Assisting respective Urban Local Body and Directorate of Urban Local Bodies (DULB) to address and resolve issues from time to time.
3. Selected Agency shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible

II. Respective Urban Local Bodies and Directorate of Urban Local Bodies (DULB), Haryana

Respective Urban Local Bodies and Directorate of Urban Local Bodies (DULB), Haryana is responsible for:

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

41.10. Penalties

1. The total deduction should not exceed 10% of the applicable fee.
2. Two consecutive deductions of more than 10% of the applicable fee on account of any reasons will be deemed to be an event of default and termination.

41.11. Quality Standards

- I. **Standards:** The Selected Agency under this agreement shall conform to the accounting standards shall be maintained.
- II. **Standard of Performance:** The Selected Agency shall carry out the services and carry out its obligations under the agreement with due diligence, efficiency and economy in accordance with generally accepted norms.

41.12. Corrupt Practices

- I. Directorate of Urban Local Bodies is a public service department and Urban Local Bodies are the third tier of Government operations. They require service with honesty, diligence and timeliness. The Selected Agency would be the assisting agency of the Directorate of Urban Local Bodies /Urban Local Bodies; therefore, he is also required to maintain highest standards of honesty and ethics.
- II. The Selected Agency is advised to refrain from the corrupt and fraudulent practices during the execution of the contract. Corrupt and fraudulent practices are defined as follows: -
- III. "Corrupt Practice" means behaviour of the Firm including his personnel by which they improperly and unlawfully enrich themselves and/or those close to them,

or

Induce others to do so, by misusing the position in which they are placed, and it includes the Proposing, giving, receiving, or soliciting of anything of value.
- IV. "Fraudulent Practice" means a misrepresentation of facts in order to influence, and collusive practices of the Organization.

41.13. Management Escalation Procedures & Contact Map

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that managements of respective Urban Local Bodies, Directorate of Urban Local Bodies (DULB) and Selected Agency are communicating at appropriate levels.

41.14. Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- Either Directorate of Urban Local Bodies (DULB), respective Urban Local Body or Selected Agency can initiate the procedure
- The “moving party” should promptly notify the other party that management escalation will be initiated
- Management escalation will be defined as shown in the contact map below
- Escalation will be one level at a time and concurrently

41.15. Contact Map

Details of representatives and contact details	Escalation Level		
	Level 1: Project Manager	Level 2: Project Director	Level 3: Steering Committee
Municipal Corporation Hisar Representative with contact Details			
Municipal Council Hansi Representative with contact Details			
Municipal Council Fatehabad Representative with contact Details			
Municipal Council Tohana Representative with contact Details			
Municipal Council Sirsa Representative with contact Details			
Municipal Council Mandi Dabwali Representative with contact Details			
Municipal Council Jind Representative with contact Details			
Municipal Council Narwana Representative with contact Details			

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Details of representatives and contact details	Escalation Level		
	Level 1: Project Manager	Level 2: Project Director	Level 3: Steering Committee
Municipal Committee Barwala Representative with contact Details			
Municipal Committee Narnaud Representative with contact Details			
Municipal Committee Uklana Representative with contact Details			
Municipal Committee Bass Representative with contact Details			
Municipal Committee Sisai Representative with contact Details			
Municipal Committee Ratia Representative with contact Details			
Municipal Committee Bhuna Representative with contact Details			
Municipal Committee Jhakhal Mandi Representative with contact Details			
Municipal Committee Rania Representative with contact Details			
Municipal Committee Kalanwali Representative with contact Details			
Municipal Committee Ellenabad Representative with contact Details			
Municipal Committee Safidon Representative with contact Details			

Details of representatives and contact details	Escalation Level		
	Level 1: Project Manager	Level 2: Project Director	Level 3: Steering Committee
Municipal Committee Uchana Representative with contact Details			
Municipal Committee Julana Representative with contact Details			
Directorate of Urban Local Bodies Representative with contact Details			
Selected Agency* Representative with contact Details			

****Selected Agency shall provide information for the following:***

- a) *Project Manager*
- b) *Deputy Project Manager*
- c) *Team Members*

41.16. Notes

1. Annual review or as required, Service Level Agreement (SLA) will be done by Directorate of Urban Local Bodies (DULB) or by a Third Party Auditor appointed by Directorate of Urban Local Bodies (DULB) and appropriate modifications/amendments to the Service Level Agreements (SLAs) shall be carried out.
2. Cascading effect (effect on multiple Service Level Agreement (SLA) criterions) of failure or non-performance of a particular project component on Service Level Agreements (SLAs) shall be avoided.
3. "Additional Day" shall mean Calendar Day.
4. The business hours are 9 AM to 6 PM (of same day) on any calendar day the Directorate of Urban Local Bodies (DULB) / respective Urban Local Body is operational. The Selected Agency however recognizes the fact that the offices will require to work beyond the business hours and holidays on need basis
5. 24 * 7 shall mean round the clock on all days of the year.
6. Service Level Agreement (SLA) will be monitored on a quarterly basis as per individual parameter requirements. However, if the performance of the system/services is degraded significantly at any given point during the tenure of the contract and if immediate measures are not implemented and issues are not rectified to the satisfaction of Directorate of Urban Local Bodies (DULB) / respective Urban Local Body, then Directorate of Urban Local Bodies (DULB) (in consultation with respective Urban Local Body) has the rights to take disciplinary action including termination of contract.
7. However, if any additional hardware, software etc. is required for maintaining the Service Level Agreement's (SLA) & uptimes, then the same will be the responsibility of the Selected Agency.
8. Service Levels should be complied with irrespective of any change requests implemented during the tenure of the Contract
9. Incident refers to any event/abnormalities in services that may lead to disruption in delivery of services.

42. Schedule – VI: Exit Management Schedule

42.1. Purpose

- I. This Schedule sets out the provisions, which will apply on expiry or termination of the Master Service Agreement (MSA), the Project Implementation, Implementation and Handholding Support for the terms defined in Service Level Agreement (SLA).
- II. In the case of termination of the Project Implementation and/or Handholding Support, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- III. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

42.2. Transfer of Assets

- I. Directorate of Urban Local Bodies (DULB) shall be entitled to serve notice in writing on the Selected Agency at any time during the exit management period as detailed hereinabove requiring the Selected Agency to provide the Directorate of Urban Local Bodies (DULB) with a complete and up to date list of the Assets within Thirty (30) days of such notice. Directorate of Urban Local Bodies (DULB) shall then be entitled to serve notice in writing on the Selected Agency at any time prior to the date, that is Thirty (30) days prior to the end of the exit management period requiring the Selected Agency to sell the Assets, if any, to be transferred to Directorate of Urban Local Bodies (DULB) or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.
- II. In case of contract being terminated by Directorate of Urban Local Bodies (DULB), Directorate of Urban Local Bodies (DULB) reserves the right to ask Selected Agency to continue running the project operations for a period of 6 months after termination orders are issued.
- III. Upon service of a notice under this Article the following provisions shall apply:
 - a) In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Selected Agency, the Selected Agency shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Directorate of Urban Local Bodies (DULB).
 - b) All risk and title to the Assets to be transferred / to be purchased by the Directorate of Urban Local Bodies (DULB) pursuant to this Article shall be transferred to Directorate of Urban Local Bodies (DULB), on the last day of the exit management period.
 - c) Directorate of Urban Local Bodies (DULB) shall pay to the Selected Agency on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of

Payment Schedule.

- IV. Payment to the outgoing Selected Agency shall be made to the tune of last set of completed services /deliverables, subject to Service Level Agreement (SLA) requirements.
- V. The outgoing Selected Agency will pass on to Directorate of Urban Local Bodies (DULB) and/ or to the Replacement Selected Agency, the subsisting rights in any leased properties/ licensed products on terms not less favourable to Directorate of Urban Local Bodies (DULB)/ Replacement Selected Agency, than that enjoyed by the outgoing Selected Agency.

42.3. Cooperation and Provision of Information

During Exit Management period:

- I. The Selected Agency will allow the Directorate of Urban Local Bodies (DULB) or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Directorate of Urban Local Bodies (DULB) to assess the existing services being delivered;
- II. Promptly on reasonable request by the Directorate of Urban Local Bodies (DULB), the Selected Agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (provided by the Selected Agency). Directorate of Urban Local Bodies (DULB) shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data.
- III. Selected Agency shall permit the Directorate of Urban Local Bodies (DULB) or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Chairman or DULB project management Unit to understand the methods of delivery of the services employed by the Selected Agency and to assist appropriate knowledge transfer.

42.4. Confidential Information, Security and Data

Selected Agency will promptly on the commencement of the exit management period supply to the Directorate of Urban Local Bodies (DULB) or its nominated agency the following:

- I. Information relating to the current services rendered and customer and performance data relating to the performance of Selected Agency in relation to the services;
- II. All current and updated data as is reasonably required for purposes of Directorate of Urban Local Bodies (DULB) or its nominated agencies transitioning the services to its Replacement Selected Agency.
- III. All required data and information in a readily available format nominated by the Directorate of Urban Local Bodies (DULB) or its nominated agency
- IV. All other information (including but not limited to documents, records and agreements)
- V. Related to the services reasonably necessary to enable Directorate of Urban Local Bodies (DULB) or its nominated agencies, or its Replacement Selected Agency to

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carry out due diligence in order to transition the provision of the Services to Directorate of Urban Local Bodies (DULB) or its nominated agencies, or its Replacement Selected Agency (as the case may be).

- VI.** Before the expiry of the exit management period, the Selected Agency shall deliver to the Directorate of Urban Local Bodies (DULB) or its nominated agency all new or updated materials as required by DULB and mentioned in the schedule and shall not retain any copies thereof, except that the Selected Agency shall be permitted to retain one copy of such materials for archival purposes only.
- VII.** Before the expiry of the exit management period, unless otherwise provided under the Master Service Agreement (MSA), the Directorate of Urban Local Bodies (DULB) or its nominated agency shall deliver to the Selected Agency all forms of Selected Agency confidential information, which is in the possession or control of Directorate of Urban Local Bodies (DULB), or its users.

42.5. Employees

- I.** Promptly on reasonable request at any time during the exit management period, the Selected Agency shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Directorate of Urban Local Bodies (DULB) or its nominated agency a list of all employees (with job titles) of the Selected Agency dedicated to providing the services at the commencement of the exit management period.
- II.** Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Selected Agency to the Directorate of Urban Local Bodies (DULB) or its nominated agency, or a Replacement Selected Agency ("Transfer Regulation") applies to any or all of the employees of the Selected Agency, then the Parties shall comply with their respective obligations under such Transfer Regulations.

42.6. Transfer of Certain Agreements

On request by the Directorate of Urban Local Bodies (DULB) or its nominated agency, the Selected Agency shall effect such assignments, transfers, licenses and sub-licenses as Directorate of Urban Local Bodies (DULB) may require in relation to any equipment lease, maintenance or service provision agreement between Special Investigation Branch (SIB) and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Directorate of Urban Local Bodies (DULB) or its nominated agency or its Replacement Selected Agency.

42.7. Rights of Access to Premises

- I. At any time during the exit management period, where Assets are located at the Selected Agency's premises, the Selected Agency will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Directorate of Urban Local Bodies (DULB) or its nominated agency and/or any Replacement Selected Agency in order to make an inventory of the Assets.
- II. The Selected Agency shall also give the Directorate of Urban Local Bodies (DULB) or its nominated agency or its nominated agencies, or any Replacement Selected Agency right of reasonable access to the Selected Agency's premises and shall procure the Directorate of Urban Local Bodies (DULB) or its nominated agency or its nominated agencies and any Replacement Selected Agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Master Service Agreement (MSA) as is reasonably necessary to migrate the services to the Directorate of Urban Local Bodies (DULB) or its nominated agency, or a Replacement Selected Agency.

42.8. General Obligations of the Implementation Agency/Selected Agency/ Selected Agency

- I. The Selected Agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Nodal Agency or its nominated agency or its Replacement Selected Agency and which the Selected Agency has in its possession or control at any time during the exit management period.
- II. For the purposes of this Schedule, anything in the possession or control of any Selected Agency or associated entity is deemed to be in the possession or control of the Selected Agency.
- III. The Selected Agency shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

42.9. Exit Management Plan

- I. The Selected Agency shall provide the Directorate of Urban Local Bodies (DULB) or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Master Service Agreement (MSA) as a whole and in relation to the Project Implementation, and the Implementation and Operations & Maintenance SLA.
 - a) A detailed program of the transfer process that could be used in conjunction with a Replacement Selected Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
 - b) Plans for the communication with such of the Selected Agency's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Directorate of Urban Local Bodies (DULB) operations as a result of undertaking the transfer;
 - c) (if applicable) proposed arrangements for the segregation of the Selected Agency's networks from the networks employed by Directorate of Urban Local Bodies (DULB) and identification of specific security tasks necessary at termination;
 - d) Plans for provision of contingent support to Directorate of Urban Local Bodies (DULB) and Replacement Selected Agency for a reasonable period after transfer.
- II. The Selected Agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- III. Each Exit Management Plan shall be presented by the Selected Agency and shall be approved by the Directorate of Urban Local Bodies (DULB) or its nominated agencies.
- IV. The terms of payment as stated in the Terms of Payment mentioned in the volume 1 of this Request for Proposal (RFP) include the costs of the Selected Agency complying with its obligations under this Schedule.
- V. In the event of termination or expiry of Master Service Agreement (MSA), and Project Implementation, each Party shall comply with the Exit Management Plan.
- VI. During the exit management period, the Selected Agency shall use its best efforts to deliver the services.
- VII. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- VIII. This Exit Management plan shall be furnished in writing to the Directorate of Urban Local Bodies (DULB) or its nominated agencies within Ninety (90) days from the Effective Date of this Agreement.

43. Schedule – VII: Sign-Off Format

After successful Implementation of Accrual based double entry accounting system in the urban local bodies of Haryana by the Selected Agency, following format in triplicate (Each for Directorate of Urban Local Bodies, Selected Agency and Office record of Urban Local Bodies) needs to be filled by the Concerned Urban Local Bodies in order to provide the validation of the successfully implementation in the sign-off form for release of payment to Selected Agency.

Sr. No.	Particulars	Details
1	Approved Financial Statements available on Urban Local Body/ Directorate of Urban Local Bodies on their portal for the period specified in the Request for Proposal (RFP)	
2	Fixed Assets and Inventory Register are updated for the period specified in the Request for Proposal (RFP)	
3	Training and Handholding support to Urban Local Bodies Staff for the period specified in the Request for Proposal (RFP)	
4	Balance Services as per scope of work mentioned in Request for Proposal	
5	Comments/Recommendations	

Authorised Officer

Municipal Corporation / Council / Committee_____

Memo no.

Dated:

Sign Off certificate is forwarded in original to Director General, Urban Local Bodies, Haryana, Panchkula for further necessary action.

Commissioner/Executive Officer/Secretary
Municipal Corporation / Council / Committee

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