

Request for Expression of Interest (REOI)

for

**Selection of Partner for providing Software
Implementation and Consulting Services for
Development of National Urban Governance
Platform (NUGP) at NIUA-CDG**

(on No-cost basis)

**NATIONAL INSTITUTE OF URBAN AFFAIRS
Core 4B, India Habitat Centre
Lodhi Road, New Delhi- 110 003**

31st March, 2021



Disclaimer

The information contained in this Request for Expression of Interest (“REoI”) document or subsequently provided to Offeror/s, whether verbally or in documentary form by or on behalf of the National Institute of Urban Affairs (NIUA), or any of their representatives, employees or advisors (collectively referred to as “NIUA Representatives”), is provided to Offeror(s) on the terms and conditions set out in this REoI Document and any other terms and conditions subject to which such information is provided.

The purpose of this REoI Document is to provide interested parties with information to assist the formulation of their Proposal for Selection (“PFS”) pursuant to this REoI Document. This REoI Document includes statements, which reflect various assumptions and assessments arrived at by NIUA in relation to the Assignment. Such assumptions and statements, in this REoI Document do not purport to contain all the information that each Offeror may require. This REoI Document may not be appropriate for all persons, and it is not possible for NIUA Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this REoI Document. The assumptions, assessments, information and statements contained in this REoI Document may not be accurate, adequate and complete and each Offeror should conduct its own enquiries and analysis, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this REoI Document, and obtain independent advice from appropriate sources.

NIUA Representatives make no representation or warranty and shall incur no liability to any person, including any Offeror or Offerors, under any law, statute, rule or regulation or tort, principles of restitution for 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 REoI Document or otherwise, including the accuracy, reliability or completeness of the REoI Document and any assessment, assumption or information contained therein or deemed to form part of this REoI Document or arising in any way with qualification of Offerors for participation in the Selection Process.

The NIUA Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this REoI Document or cancel this REoI process.

Glossary

Term	Meaning
BRD	Business Requirements Document
CCSG	Citizen Centric Smart Governance
CDG	Centre for Digital Governance
FRD	Functional Requirements Document
GIS	Geographical Information Systems
ICT	Information and Communication Technology
IT	Information Technology
MeitY	Ministry of Electronics and Information Technology
M/o HUA	Ministry of Housing & Urban Affairs
MoU	Memorandum of Understanding
NDA	Non-Disclosure Agreement
NIUA	National Institute of Urban Affairs
NUGP	National Urban Governance Platform
NUIS	National Urban Innovation Stack
PFS	Proposal for Selection

REOI / REoI	Request for Expression of Interest
SCM	Smart Cities Mission
SOW	Scope of Work
ToR	Terms of Reference
UAT	User Acceptance Test
ULB	Urban Local Body
O&M	Operations and Maintenance

Definitions

Term	Definition
Partner	The use of the term “Partner” in the REoI means a successful Offeror selected after completion of the REoI process.
Memorandum of Understanding (MoU)	Means the No-Cost MoU between NIUA and the Partner entered into for implementation and technical support for the Works/Project as envisaged in the present REoI and includes (a) the complete REoI document and Corrigendum / addendum, if any (b) Partner’s offer, (c) letter of acceptance issued by NIUA, (d) the acceptance by the Partner, (e) notice to proceed with the Work, and (f) any other document listed in the MoU .

<p>Offeror</p>	<p>The use of the term “Offeror” in the REoI means a COMPANY (as per the Indian Companies Act) OR a SOCIETY (as per the Indian Societies Registration Act) OR a TRUST (as per The Indian Trusts Act) OR the Consortium of firms, represented by the Lead Member incorporated/ registered in India, who participates in the selection process, as defined in Section 6 (Eligibility Criteria) of the REoI.</p>
<p>Consortium</p>	<p>A group of entities consisting of not more than 3 members including the Lead Member, entering into a Joint Offering Agreement (JOA) for a common objective of satisfying NIUA’s requirements & represented by the Lead Member of the consortium.</p>
<p>Proposal</p>	<p>The Offer by the Offeror to fulfil the requirement of NIUA under this REoI.</p>
<p>Assessment Entity</p>	<p>An agency as empanelled for IT Audit by MeitY, Government of India, providing testing, conformity assessment, certification and quality assurance services.</p>

Table of Contents

1. Background	7
2. Request for Expression of Interest (REoI)	8
3. Type of Engagement	9
4. Terms of Reference	9
5. Roles and Responsibilities of NIUA-CDG	19
6. Eligibility Criteria	20
7. Technical Evaluation	21
8. Availability of REoI document and Validity of Offer	24
9. Schedule of Selection Process	24
10. Pre-Proposal Conference	25
11. Communications	25
12. Offer Submission	26
13. Amendment of REoI Document	27
14. Clarifications	28
15. Submission of Offer	28
16. Opening of Offers	30
17. Evaluation of Offers	30
18. Confidentiality	31
19. Tests of Responsiveness	31
20. Clarifications to Facilitate Evaluation	31
21. Conflict of Interest	32
22. Selection and Notification	32
23. Fraud and Corrupt Practices	33
24. Miscellaneous	34
Appendix 1: Format for Letter of Offer	36
Appendix 2: Format for Power of Attorney for Signing of Offer (For Lead Member in case of Consortium)	38
Appendix 3: Format for Details of Offeror (all members in case of consortium)	39
Appendix 4: Format for Financial Capability of the Offeror (all members in case of consortium)	41
Appendix 5: Format for Affidavit Certifying that Entity / Directors of Entity are not Blacklisted	42
Appendix 6: Curriculum Vitae (CV) for Technical manpower	43
Appendix 7: Format for Certificate of open- source Software code Creation/ Ownership	45

Appendix 8: Details of Open-Source Software Code Offered	46
Appendix 9: Understanding of Scope with Approach and Methodology	46
Appendix 10: Format for Undertaking by the Statutory Auditor (of Offeror or relevant member in case of consortium)	48
Appendix 11: Consortium Agreement	49
Appendix 12: Details of States, Cities and eGovernance services being offered by Offeror	53
Appendix 13: Undertaking for Manpower Deployment	55
Annexure 1 - NUIS Digital Blueprint	56
Annexure 2 - Draft MoU	57
1. Background & Purpose of MoU	58
2. Duration, Modification, and Termination	60
3. Goals and Broad Scope of Work	61
4. Roles and Responsibilities of <Chosen Partner>	62
5. Roles and Responsibilities of NIUA	69
6. Program Governance	70
7. Change Request	71
8. MoU Binding only on the Parties	71
9. Platform and Services Provided without Fee	72
10. Infrastructure Requirements	72
11. Data Sharing	72
12. Arbitration Clause	73
13. Conflict of Interest Clause	74

1. Background

The Ministry of Housing and Urban Affairs (M/o HUA), Government of India, seeks to leverage digital technology and e-governance to address modern India's urban challenges and enhance ease of - living and - doing business in India's cities. This endeavour is in alignment with India's national objectives to promote inclusive and sustainable urban spaces.

To accelerate this goal, in February 2021, M/o HUA launched the National Urban Digital Mission. The objective of National Urban Digital Mission (NUDM) is to build and manage a shared digital infrastructure called the National Urban Innovation Stack – comprising a set of software building blocks as well as reference applications for most-needed e-governance solutions in the urban context. These building blocks will be available to the entire urban ecosystem, thus supporting development of applications and solutions at scale and speed, create a virtuous cycle of innovation and co-creation; and help strengthen collaboration between citizens, entrepreneurs, academics, administrators, governments, NGOs and other urban stakeholders across the country.

National Institute of Urban Affairs (NIUA) has been nominated as the anchor institution to administer the operationalisation of NUDM. The salient features of NUDM are:

- (i) NUDM will create a shared digital infrastructure that can consolidate and cross-leverage the various digital initiatives of the Ministry of Housing and Urban Affairs, enabling cities and towns across India to benefit from holistic and diverse forms of support, in keeping with their needs and local challenges.
- (ii) NUDM is citizen-centric, ecosystem-driven, and principles-based in both design and implementation. NUDM has articulated a set of governing principles, and inherits the technology design principles of the National Urban Innovation Stack (NUIS), whose strategy and approach was released by M/o HUA in February, 2019.
- (iii) NUDM will be operationalised through a number of programs, at both the national and the state level. These programs will focus on the development, implementation, and adoption of digital platforms including *inter alia* Citizen Centric Smart Governance (CCSG), National Urban Learning Platform (NULP), India Urban Data Exchange (IUDX), and SmartCode.
- (iv) All platforms under NUDM are built following the stack approach, which means that they are a combination of microservices - each microservice being a digital building block that offers a specific functionality in a stable and reliable way across a range of contexts in the urban domain. These building blocks can be assembled in various configurations to meet specific needs.

The NUIS will be a collection of cloud-based software building blocks, where each building block will provide a single capability across potentially multiple urban services, accessible through simple, open APIs that are compatible with relevant standards. Additionally, a set of open standards and specifications will be spelt out that enable the ecosystem players to innovate on the stack. Together, these building blocks and standards will create a powerful framework to drive collaboration and faster implementation cycles for urban initiatives.

Through its broad integration capabilities, the NUIS will ultimately provide the foundation for wide-scale deployment of digital infrastructure in urban India. It will enable “Cyber-Physical integration” in the urban ecosystem.

NIUA has setup the Center for Digital Governance (CDG) to host, operationalise and manage the NUIS and anchor the collaborative, ecosystem-driven processes that it will enable. Envisioned as a trusted partner for digitally-enabled governance transformation, CDG works across multiple practice areas, including governance, platforms, partnerships, learning, research, and communications. CDG has launched the Citizen-Centric Smart Governance (CCSG) program as a priority initiative, aiming to improve delivery of municipal services by urban local bodies (ULBs) and other government agencies in urban India.

The CCSG Program endeavours to create an open reference platform - the National Urban Governance Platform (NUGP) – with 9 services viz. Property Tax Assessment and Payment; Building Plan Approval; Municipal Grievance Redressal; Trade License Issuance and Payment; No-Objection Certificate (NOC) Issuance; Water and Sewerage Connection Management; NMAM-Compliant Municipal Accounting and Finance; Birth and Death Certificates; and User Charges – electricity, water supply, etc. for the benefit of States that can choose to adopt and/or implement it through different mechanisms as highlighted in the Technical Implementation Guidelines. The NUGP will be built on the foundation of the NUIS. This will be supplemented with the creation of digital standards for each of these domains and operational guidelines on program design, implementation, monitoring, and evaluation as per need. In order to operationalise the platform in the Indian States, a panel of service providers will be provided that States/cities can choose to hire, if required. **For further details, please refer Annexure 1 - NUIS Digital Blueprint.**

2. Request for Expression of Interest (REoI)

The purpose of this Request for Expression of Interest (REoI) is to select a Partner for providing Software Implementation and Consulting Services for development, operationalisation and management of National Urban Governance Platform (NUGP), on behalf of NIUA-CDG.

NIUA invites sealed ‘Proposals’ from eligible, reputed, qualified Companies / Societies / Trusts or a Consortium of such aforementioned entities represented by the Lead Member, who participates in the process as detailed out in this REoI document. This REoI is open to all Offerors meeting the minimum eligibility criteria as mentioned

in Section 6 of this REoI document.

NIUA envisages that the Offeror has the requisite “open-source software platform along with enabling municipal services” ready for implementation with customisation suiting to NIUA requirements.

3.Type of Engagement

The engagement under this REoI is on ‘No-cost Basis’ to NIUA.

4.Terms of Reference

The Terms of Reference (ToR) detailed in this section comprise a list of features and functionalities envisaged. This scope is broadly defined so that it may be applicable across implementations that have been carried out in a majority of States. This also takes in account for variances in their context and the stage of the urban e-governance journey which they are at. Hence, this scope of work should be viewed as indicative and non-exhaustive.

4.1. Scope of Work (SoW)

The NIUA-CDG is in the process of operationalising the NUIS strategy and is looking for a long-term association with a suitable Partner to:

- I. Provide a free and open-source platform - with reference applications - that shall serve as the basis for NUGP. Reference applications mentioned in this REoI are an initial set of applications and not a comprehensive list. Additional applications required by the ULBs will be part of an enhanced list of applications which will also need to be in compliance with the NUIS Digital Blueprint. The Offeror is expected to support in building an ecosystem which can contribute to this additional reference set of applications. It is assumed that an open-source software platform is already available with the Offeror.
- II. Customise and enhance the offered platform for production level readiness of open-source NUGP along with reference applications as per the NUIS Digital Blueprint. "Customise and Enhance" includes any changes required for production level readiness of opensource platform (offered by the offeror) along with reference applications and sample metadata. The enhancements will be driven by the program governance process which is referred to below in the document.
- III. Provide technical services and capacity building support for a period of 3 years as detailed in this section. NIUA may increase the tenure of the MoU for additional period at mutually agreed terms.

IV. Support in expansion of following tracks:

- a. Ecosystem track: To develop right set of partnership to collaborate and enrich the NUGP by developing solutions & open APIs to address urban challenges. Chosen partner to support NIUA-CDG in enabling a partnership ecosystem, as defined in section 4.1.4, that is aligned to fulfil the goal of taking NUGP Live in 2022 ULBs by year 2022 and in 4000+ ULBs by year 2025 as per NUDM goals. Open APIs to access data and services in NUGP to be developed by the Offeror. The respective ecosystem partner will provide APIs to give access to data residing in applications developed by them.
- b. Technology Track: To develop solutions / micro services to expand on the developed digital infrastructure by way of cloud-based services deployed as public repository where each micro service shall provide a single capability across multiple urban services, accessible through simple, open APIs that are compatible with global standards

Chosen Partner is expected to provide full support for the duration of MoU, in operations and management of NUGP deployed as the central instance. Such support may include support beyond NIUA-CDG as per scope of work.

The detailed Scope of work for the Partner shall be as follows for the duration of the MoU;

4.1.1. Technology

4.1.1.1. Provide a free and open-source software platform to NIUA-CDG, compliant with the NUIS Digital Blueprint, as the base of NUGP, including the following reference applications built on top of the platform:

- Property Tax Assessment and Payment
- Building Plan Approval
- Municipal Grievance Redressal
- Trade License Issuance and Payment
- No-Objection Certificate (NOC) Issuance
- Water and Sewerage Connection Management
- NMAM Compliant Municipal Accounting and Finance
- Birth and Death Certificates
- User Charges – electricity, water supply, etc.

Workflow for all reference applications is to be defined in conjunction with the respective State/ULB. Calculation engine should be made available by the offeror for NUGP should be configurable. The State specific configuration activities shall be undertaken by respective State. As regard to dashboards the same are considered part of each reference applications.

- 4.1.1.2. Support NIUA-CDG in deployment of the centrally-hosted instance of NUGP. (As noted below, the responsibility of providing Cloud infrastructure shall be with NIUA-CDG). This support to Centrally hosted instances is primarily the responsibility of the Offeror as per section 4.1.1 of this REoI document. However, if any state chooses to host their own separate instance of the central platform being offered, then handholding support is to be provided by the Offeror before handing over to the State. All future enhancements /upgrades applicable to the Central platform are to be also made available for the states for deployment on their respective state-level instances.
- 4.1.1.3. Provide all upgrades/ updates/ patches to software/ System Software/ database components of NUGP, including the upgrades to NUGP, as required. Support to any third-party application bundled by the offeror and provided as a NUGP component is to be provided by the Offeror as part of this.
- 4.1.1.4. Provide support in:
- a) Aggregation and development of Cloud-based software building blocks/ micro services to the Data Infrastructure and Core Services layers that are compliant with the NUIS Digital Blueprint, deployed as public repository.
 - b) Expansion of NUGP by way of set of open APIs that are compatible with relevant standards and contributing to the repository.
 - c) Provisioning of free access of APIs, registries and documentation to industry stakeholders to collaboratively design, build, implement, and refine innovative solutions to local problems.
 - d) Maintaining consistency, compatibility, and reusability of the software building blocks by defining principles, standards, and specification.
 - e) Curating, updating and maintaining the public repository including allowing the industry ecosystems to contribute the APIs/ applications consistent with NUIS digital blueprint.
 - f) Maintenance and upgrades related to any third-party application already bundled and offered as an NUGP component by the Offeror.

4.1.2. Assessment and validation

- 4.1.2.1. Undertake the conformity assessment and validation certification of open- source software platform readiness by an Assessment Entity (MeitY approved) for compliance with NUIS Digital Blueprint before

acceptance by NIUA-CDG. Any payments to the assessment entity to be made by the Offeror directly. NIUA-CDG will facilitate with the process with such entity.

- 4.1.2.2. Complete the assessment activity and submit the conformity assessment report approved by the MeitY approved assessment agency. All applicable charges for the assessment related activities shall be borne by the offeror.
- 4.1.2.3. Submit following at the minimum, but not limited to, at the time of handover of the platform to NIUA;
 - Source Code with licensing term, if any
 - Implementation Guidelines
 - Security Access Control
 - Transition Process
 - User Manuals including description of enabled services
 - Dependencies on other/external modules
- 4.1.2.4. This activity is to be undertaken periodically. The periodicity of this activity shall be as per the agreed upon roadmap for NUGP.

4.1.3. Capacity Building

- 4.1.3.1. Support NIUA-CDG in identifying and building key skills and capabilities needed through knowledge transfer and recruitment of the NIUA-CDG technical team.
- 4.1.3.2. Provide comprehensive training and knowledge transfer to the NIUA-CDG, including documentation and other supporting artefacts. This includes documentation related to the software code, implementation guidelines, best practices, access controls, and transition processes.
- 4.1.3.3. Handhold the NIUA-CDG technical team after the completion of training during the MoU period.
- 4.1.3.4. Provide exhaustive knowledge assets and “how to” documents on platform configuration and set-up, such as:
 - a. Configuration guides to setup NUGP reference application
 - b. Setting up and handling master data for NUGP platform and products

- c. Customisation guides - how to make changes using hooks in the backend and front end
- d. Troubleshooting and debugging techniques for the platform
- e. DevOps related practices - CI/CD pipeline setup, monitoring tools setup
- f. Upgrade considerations
- g. User Manuals for software building blocks of NUIS *vis.* Work flow for issuer or requester of integration with NUIS, etc.,

4.1.3.5. Provide advice on design and building of technological and domain capabilities within NIUA-CDG, in keeping with the vision and goals of the CCSG Program and NUIS.

4.1.3.6. Provide training and handholding to the “empanelled service providers” when selected by the NIUA-CDG during the period of the MoU, provided the “empaneled service providers” meet the prerequisites (in terms of appropriate personnel, with suitable qualifications / skills / experience) as defined by the NIUA-CDG and <Chosen Partner> including customisation of existing UI and modules. Training will be ongoing activity as per the requirement of the program. The Offeror is to detail out the training and support processes including handholding support in his offer (as per clause 7.e of this REoI document)

4.1.3.7. Establish detailed training and support processes for NIUA-CDG and the empanelled serviced provider. The training and support processes are to be detailed in the offer documentation and mutually agreed upon at the time of signing the MoU.

4.1.3.8. Leverage the National Urban Learning Platform (NULP), a capacity building platform developed by NIUA. The partner shall be required to curate the training contents, training material, including audio/video-based contents assessment etc. to deliver the course/training modules that are suitable to online and blended delivery formats. The offeror is responsible for creation, curation and uploading of training material on NULP. NULP being integral to NIUA-CDG, the necessary permissions required to access NULP will be provided by NIUA-CDG.

4.1.4. Building and Curating a thriving Ecosystem.

4.1.4.1 Work with NIUA-CDG to build the NUIS ecosystem via collaborations with relevant partners from Industry, Academia, Government and Civil

Society to drive contribution of knowledge and technology assets to the NUIS.

4.1.4.2 Support NIUA-CDG in driving innovation and collaboration by providing digital sandbox environment, mentorship to SMEs, Startups and other groups using NUIS to solve urban issues.

4.1.4.3 Support NIUA-CDG in hackathons, urban challenge programs, etc.

4.1.5. Operational Support

4.1.5.1. Support in designing CCSG program methodology for effective implementation and roll-out in the States, including support engagement with States to onboard.

4.1.5.2. Support engagement with State governments and ULBs during their onboarding, including participation in onboarding/early-stage workshops with States/ULBs in the initial phase of the program.

4.1.5.3. Review the finalised solution design and implementation approach developed by States alongside NIUA-CDG.

4.1.5.4. Provide NIUA-CDG with documentation on configuration, customisation, APIs.

4.1.5.5. Provide updated training material and sample user manuals.

4.1.5.6. Share best practices from other States on successful implementation of digitally-enabled/platform-based urban governance transformation programs.

4.1.5.7. Define a support policy and process, and through this process, support enhancements, upgrades, bug fixes in the platform, for both the latest version and the immediately preceding major release version of the platform.

4.1.5.8. Development of additional reference applications as per the program requirements in line with NUIS Digital Blueprint. While development of additional applications may also be done by other industry ecosystem,

any support required at NUGP-end to integrate such applications needs to be provided by the Offeror as part of operational support.

- 4.1.5.9. Chosen partner to ensure that as the usage of the platform increases, technical support for scaling up the cloud infrastructure is also provided as per the need.
- 4.1.5.10. On-going technical issues resolution in respect to NUGP and enabled cloud-based services of NUIS.
- 4.1.5.11. The response for any technical or software code related issue shall be as per the table below depending upon the level of severity of the incident;

Severity Level	Response Time
HIGH	<= 1 day from the time the call is logged by NIUA
MEDIUM	<= 4 days from the time the call is logged by NIUA
LOW	<= 10 days from the time the call is logged by NIUA.

Note: The definition and response/resolution time of the severity levels (including Business Continuity Plan) shall be finalised at the time of MoU signing between NIUA and Partner.

- 4.1.5.12. The Chosen Partner is to ensure that the technical manpower required for support shall have minimum skillsets are mentioned as below:

Technical Expertise	Qualification	Experience in years
---------------------	---------------	---------------------

Program Manager	<ul style="list-style-type: none"> • B.Tech/ BE /MBA • Minimum 10 years of experience in IT Sector • Experience of Program Management in Software Implementation, preferably for large-scale State /National level programs • Experience in working with the GoI /State Government/ ULB or similar institution for implementation e-governance projects 	10-15 years
Technical Project Manager	<ul style="list-style-type: none"> • B.Tech/ BE (in IT, Computer Science) /MCA • Minimum 10 years of relevant experience • Experience in working with the GoI /State Government/ ULB or similar institution for implementation e-governance projects • Experience in preparation of technical documents for the e-Services and solution to implementing the IT related infrastructure services /e-services, networking infrastructure etc. 	10-12 years
Business Analysts	<ul style="list-style-type: none"> • B.Tech/BE/MCA • Demonstrated experience in requirement-gathering & elicitation from clients • Demonstrated experience with documentation (User stories, BRD, FRD, Flow Diagram etc.) 	3-5 years

Software Designers/ Architects	<ul style="list-style-type: none"> • B.Tech/BE • 8+ years hands-on experience in technologies like Distributed computing, Java, API driven Development, RDBMS, Restful web services, Spring Framework, JavaScript, NodeJS, HTML 5. • Experience in development of enterprise-class scalable and performant systems. • Experience in Product development • Experience in mobile applications shall be a plus. • Excellent distributed system design capabilities • Exposure to web services, workflow engines • Experience in Web Servers and Application servers. • Experience in CI/CD - Git, Maven and Jenkins. 	7-10 years
Software Developers	<ul style="list-style-type: none"> • BE/B.Tech/BCA • Proven work experience as a back-end developer • In-depth understanding of the entire web development process (design, development, and deployment) • Hands on experience with programming languages like Java, JavaScript, PHP and Python 	3-5 years
DevOps & Cloud Monitoring	<ul style="list-style-type: none"> • Bachelor's degree in computer science or equivalent (BE/B.Tech/BCA) • Strong Computer Networking fundamentals • Experience with modern DevOps fundamentals, tools and techniques • Experience in CI/CD - Git, Maven and Jenkins. 	4-6 years

The Offeror may propose resources having equivalent or higher skills against the requirements to support successful rollout and sustenance of the program. Additionally, the chosen partner shall deploy subject matter experts on need basis.

4.2. Timelines

The Partner is required to adhere to the proposed timelines of key activities as follows:

Month	Deliverables
1-3Months	<ul style="list-style-type: none"> • Coordination with Assessment Entity to undertake the assessment as per NUIS Digital Blueprint (please refer Annexure-1) • Completion of assessment and submission of the conformity assessment report • Documentation related to the open-source software code, implementation guidelines, access control, transition process. • Hosting of cloud instance on infrastructure provided by NIUA • Implementation of min 4 municipal services with sample Metadata • Knowledge transfers and training to NIUA • Deployment of on-site resources at NIUA
3-6 Months	<ul style="list-style-type: none"> • Implementation of additional 5 municipal services with Sample Metadata • Development of Dashboards with drill down functionality for service metrics and revenue accounting • Support for management of Master data, Transaction data, Streaming data, and Derived data • Support for creation digital registries for initial shortlisted/interested ULBs for NUGP implementation
Ongoing during the MoU period of 3 years.	<ul style="list-style-type: none"> • Technical issues resolution support to NIUA • Support for any structural change in the software code, access rights, updates/upgrades, bug fixing, integration activities etc. • Work items requiring continuous support as per section 4.1 Scope of Work

4.3. Program Governance

A program governance committee will be formed by NIUA and will oversee the program governance for smooth rollout and operation of NUGP. The governance process will be setup on mutually accepted terms. The Offeror shall propose the same in the proposal keeping in mind the objective of the program. The same shall be

refined and finalised at the time of signing of the MoU with the successful Offeror. A draft MoU is attached in Annexure-2 of this REoI. This Committee will also review the progress during the term of the MoU.

5. Roles and Responsibilities of NIUA-CDG

The CDG will undertake the following in keeping with the NUIS Strategy and Approach (including NUIS Digital Blueprint):

- 5.1 Provide overall program and platform governance.
- 5.2 Host and operate the central instance of the NUGP including the NUIS building blocks. NIUA-CDG will provide cloud infrastructure for hosting the platform for development, testing, production and rollout.
- 5.3 Set up the NIUA-CDG program team to support program goals.
- 5.4 Conduct outreach to State governments and ULBs, in keeping with the program's goals and timeline (NIUA-CDG intends to reach 4400 cities).
- 5.5 Identify implementation agencies (empaneled service providers), whether through empanelment or any other process, to receive training on how to configure, customise, extend and enhance NUGP as per State requirements, and/or to perform roll-out activities of NUGP in participating States and ULBs.
- 5.6 Design program methodology for implementation and roll-out of NUGP in States and ULBs, with a focus on ensuring citizen adoption and sustainable outcomes.
- 5.7 Develop expertise on management advisory to states (including learnings from the partner experience) to enable the program adoption.
- 5.8 Over a period of time NIUA-CDG to develop own technical and domain expertise to enable & support states and ULBs enabled by NUGP.
- 5.9 NIUA-CDG will drive program governance of state implementation of NUGP along with enabling time bound execution.
- 5.10 Drive the program adoption and usage by the states and cities and also work with the ministry to drive adoption of the platform to impact citizen outcomes

- 5.11 Create and publish standards for data, software, and platforms. NIUA-CDG will set-up domain working groups consisting of subject matter experts in relevant domains. These domain working groups will draft standards for the various domains which NUGP shall adopt.
- 5.12 Curate an ecosystem to facilitate innovation and collaboration between various actors.

6. Eligibility Criteria

- 6.1 The Offeror should be a COMPANY (as per the Indian Companies Act) OR a SOCIETY (as per the Indian Societies Registration Act) OR a TRUST (as per The Indian Trusts Act) OR a Consortium of aforementioned entities, represented by the Lead Member incorporated/ registered in India. The proof of registration of the offeror is to be submitted as mentioned in the **Appendix 3 (e)**.
- 6.2 The Offeror (or the Lead member in case of consortium) must have an office in India registered with the competent authority and should be operational in India for at least 5 financial years as of 31 March 2020. (As per **Appendix 3 (j)**).
- 6.3 The Offeror (or the Lead member in case of consortium) should demonstrate soundness of its financial position. As a minimum, the Offeror's or the Lead member's (In case of consortium) Net Worth for each of the last three financial years (FYs 2017-18, 2018-19 and 2019-20) calculated as the difference between total assets and total liabilities, should be positive. (Refer **Appendix 4** for format).
- 6.4 As on last date of submission of the Proposal, the Offeror (any member of the consortium) should not be blacklisted by Central Government/ State Governments/ Union Territories/ PSUs in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. (Refer **Appendix 5** for format).
- 6.5 The Offeror (any member in case of consortium) shall have the experience of at least one **Similar Project**. The **Similar Project** shall mean “an open-source e-governance services software platform operational in at least 10

ULBs for minimum 1 consecutive year after Go-live in last 7 years. (Refer **Appendix 12** for format).

- 6.6 The open-source software platform should have been developed with at least four (4) of the nine (9) e-Governance services mentioned in section 4 (Terms of Reference) with a minimum cumulative cost of INR 50 Crores for development, implementation & operational support of 1 year. The Offeror shall submit a certification from statutory auditor to this effect. (Refer **Appendix 10** for format). For the purposes of determining the minimum cumulative cost, inputs costs should be considered. It is clarified that these input costs do not refer to the contract value at which the offeror may have offered their platform to ULBs/Cities/States.
- 6.7 An undertaking from offeror, as per Annexure-13, to deploy key personnel on-site. The resource requirements for key personnel are detailed as per clause 4.1.5.12.
- 6.8 The Offeror should have qualified manpower on its rolls, to provide technical support as per work item mentioned in **Section 4** (Terms of Reference) and as per qualification requirement specified in **Section (4.1.5.12)**. In case of a Consortium, the requirements should be met in its entirety, individually by one of the consortium members. (Refer **Appendix 6** for format of each of the CV to be provided).
- 6.9 The Offeror (or any member as applicable, in case of consortium) shall submit a self-declaration in regard to the creation/ownership of the open- source code and its control (Refer **Appendix 7** for format).

6.10 Change in Consortium

The Change in Consortium shall not be allowed without the prior approval of NIUA-CDG who may provide consent to the change only if the new member (as part of replacement) is either equivalent or better in the capacity/qualification on the basis of which the consortium was tested for eligibility and/or evaluation for selection. Any change without the approval of NIUA-CDG shall mean breach of conditions and may lead to termination.

The Offeror is required to submit all Annexures as mentioned in this section along with the Letter of Offer and Power of Attorney (As per format given in **Appendix 1 and Appendix 2**).

7. Technical Evaluation

Offerors who meet the pre-qualifications/eligibility requirements as per Section 6 of this REoI shall be considered as qualified for detailed Technical evaluation.

The criteria for technical evaluation for the offered open-source platform shall be as defined below with Maximum Marks of 100. The minimum qualifying marks shall be **50**.

a. Compliance to core requirements for NUGP –

As per section #6C of NUIS Digital Blueprint (Refer Annexure -1)

[Maximum marks 25]

Criteria	Maximum Marks	Documents required
Compliance to core requirements for NUGP (Award of marks shall be as per Category 'CR' of NUIS Digital Blueprint)	[25 Marks]	As per Appendix 8

b. Architectural components available as per Section (4.1.1.1, 4.1.1.2 and 4.1.1.3) of this REoI.

[Maximum marks 20]

Criteria	Maximum Marks	Documents required
Service components	[5 Marks]	As per Appendix 8
Data Infrastructure components	[5 Marks]	
Digital Registries	[5 Marks]	
Data Encryption and Signing components	[5 Marks]	

c. Municipal services available as per Section (4.1.1.1) of this REoI.

[Maximum marks 20]

Criteria	Maximum Marks	Documents required
Four services available	[5 Marks]	As per Appendix 12
Additional services available (3 marks each for additional service)	[15 Marks]	

enablement up to maximum 5 services)		
--------------------------------------	--	--

- d. **Customer references** (ULBs having minimum 1 lakh populations shall be considered for this evaluation criteria)

[Maximum marks 10]

Criteria	Maximum Marks	Documents required
Customer References available from five ULBs (1 mark each for ULBs up to maximum 5 ULBs)	[5 Marks]	As per Appendix 12
Solution operational as on date of publishing of the REoI	[5 Marks]	
(1 mark each for ULBs up to maximum 5 ULBs)		

- e. **Approach Methodology and Technical Manpower** (basis documentation submitted and interaction with/ presentation to, evaluation committee members)

[Maximum marks 25]

Criteria	Maximum Marks	Documents required
<p>The Offeror's Presentation which should include, to a minimum following.</p> <ul style="list-style-type: none"> ○ Details of platform offered and reference applications available. ○ Methodology of providing technical support and program governance ○ Detail the training and support processes including handholding support ○ Challenges and risks foreseen, and mitigation plans for each of the identified challenges/ risks 	[25] Marks	<p>i) Presentation copy</p> <p>ii) Key personnel to include at a minimum the resources detailed as per Section 4.1.5.12 of this REoI. Personnel details to be provided in format as per Appendix 6.</p>

<ul style="list-style-type: none"> ○ Approach for developing a thriving ecosystem ○ Interaction with the key personnel to be deployed for NUGP. 		
---	--	--

8. Availability of REoI document and Validity of Offer

8.1 Availability of REoI Document

The document can be downloaded from the following website:
<https://niua.org/tenders>

8.2 Validity of Offer

The proposal shall be valid for a period of not less than 120 (One Hundred and Twenty) days from the proposal Due Date hereinafter called “**Proposal Validity Period**”. NIUA reserves the right to reject any Offer, which does not meet this requirement.

9. Schedule of Selection Process

NIUA will endeavour to adhere to the following schedule:

Sr. No.	Event Description	Dates
1.	Date of Issue of REoI	31st March 2021
2.	Last Date /Time for receiving queries	06th April 2021 1600Hrs.
3.	Pre-Proposal Conference	08th April 2021 1500 – 1700Hrs
4.	NIUA’s response to queries	12th April 2021
5.	Last Date /Time for Submission of Proposal	26th April 2021 1500Hrs
6.	Date /Time for opening of Proposals	26th April 2021

Sr. No.	Event Description	Dates
		1600Hrs
7.	Offerors' presentation to the evaluation committee	To be Notified later
8.	Selection of Partner	To be Notified later

Offerors are advised to visit the website i.e., www.niua.org on a regular basis for any updates/corrigendum related to this REoI. No separate communication will be sent to any prospective Offeror.

10. Pre-Proposal Conference

10.1 Pre-Proposal Conference of the Offerors will be convened at the designated date, and time (As indicated below). Considering the COVID-19 situation, the Pre-Proposal Conference will be conducted virtually.

10.2 During the course of Pre-Proposal Conference, the Offerors will be free to seek clarifications and make suggestions for consideration of NIUA. NIUA will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

10.3 Date and Time of Pre-Proposal Conference is:

Date: 08th April 2021

Time: 1500 – 1700Hrs

Virtual meeting Weblink:

<https://meet.google.com/idz-fhsm-ipo?hs=224>

11. Communications

All communications excluding the submission of Offer shall be addressed to the following emails:

Email to: cdg-ccsg@niua.org

Copy to: director@niua.org

12. Offer Submission

- 12.1 The Offeror may be a single entity or a group of entities (the “Consortium”), coming together to fulfil the deliverables as per the scope of the offer. However, no Offeror applying individually or as a member of a Consortium, as the case may be, can be a member of another Offeror. The term Offeror used herein would apply to both a single entity and a Consortium.
- 12.2 The Offeror should submit a Power of Attorney as per the format enclosed at Appendix 2, authorising the signatory of the Proposal to commit the Offeror.
- 12.3 An Offeror which has earlier been debarred by NIUA/ M/o HUA or blacklisted by any Central Government/ State Governments/ Union Territories/ PSUs in India from participating in any tendering/bidding process shall not be eligible to submit an Offer, if such bar subsists as on the Proposal Due Date. The Offeror shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in **Appendix 5**.
- 12.4 While submitting an Offer, the Offeror should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Offerors may format the specified forms making due provision for incorporation of the requested information. Offerors may format the specified forms to make provisions for the incorporation of the information that has been requested.
- 12.5 Each Offeror shall submit only one (1) Proposal for the work. Any Offeror, who submits or participates in more than one Proposal for the selection shall be disqualified.
- 12.6 The Proposal and all related correspondence and documents should be furnished in English language. Documents enclosed with the Proposal may be in any other language provided that these are accompanied by appropriate translations of the pertinent passages in the English language. Supporting material, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Offer, the English language translation shall prevail.
- 12.7 The Offeror shall be responsible and shall bear all costs and expenses associated with the preparation of its Proposal and its participation in the

selection. It is clarified that NIUA will not be responsible or in any way liable for such costs, expenses regardless of the conduct or outcome of the selection process.

12.8 It is desirable that each Offeror submits its Proposal after collection of required information and analysis or any other matter considered relevant by it.

12.9 It shall be deemed that by submitting the Offer, the Offeror has:

12.9.1 Made a complete and careful examination of the REoI Document; and

12.9.2 Received all relevant information requested from NIUA.

12.10 NIUA will not be liable for any mistake or error on the part of the Offeror in respect of the above.

Right to Accept or Reject any of the Offers

12.11 Notwithstanding anything contained in this REoI Document, NIUA reserves the right to accept or reject any Proposal or to annul the selection process or reject all Offers at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.

12.12 NIUA reserves the right to reject any Proposal if:

12.12.1 At any time, a material misrepresentation is made or discovered; or

12.12.2 The Offeror does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the Offer.

12.13 Rejection of the Proposal by NIUA, as aforesaid, shall lead to the disqualification of the Offeror.

13. Amendment of REoI Document

13.1 At any time prior to the Proposal Due Date, NIUA may, for any reason, whether at its own initiative or in response to clarifications requested by an Offeror, modify the REoI Document by the issuance of Addenda posted on the website.

13.2 Any Addendum issued will also be posted on the website.

- 13.3 In order to provide the Offerors a reasonable time to examine the Addendum, or for any other reason, NIUA may, at its own discretion, extend the Proposal Due Date.

14. Clarifications

An Offeror requiring any clarification on the REoI Document may request NIUA online through mail at Email: cdg-ccsg@niua.org with copy to director@niua.org. The Offerors should send in their queries latest by the relevant date and time mentioned in **Section 9** 'Schedule of Selection Process'. NIUA will endeavour to respond to the queries by the date mentioned in the Schedule of selection process. The responses will be uploaded on the website: www.niua.org.

15. Submission of Offer

15.1 Submission of Offer

- a. The Offeror shall provide all the information in terms of this REoI Document. Only those Offers shall be evaluated that are received in the required format and complete in all respects.
- b. The Offeror shall submit the complete Proposal comprising the documents and forms in accordance with **check list provided in this section** at following address:
Attention: Director, National Institute of Urban Affairs
Address:
National Institute of Urban Affairs
1 Floor, Core 4B
India Habitat Centre, Lodhi Road
New Delhi – 110003
INDIA
- c. The deadline for submission of REoI is:
Date: 26th April 2021
Time: 1500Hrs.
- d. NIUA will not consider any Proposal that arrives after the deadline for submission of REoI, as above. Any proposal received by NIUA after the deadline for submission of REoI will be declared late, rejected, and returned unopened to the Offeror.
- e. NIUA may, in exceptional circumstances, and at its sole discretion, extend the

Proposal Due Date by issuing an Addendum in accordance with **Section 14**, uniformly for all Offerors.

15.2 Sealing and Marking of Offers

An authorised representative of the Offeror shall sign & affix the offeror’s stamp on all pages of the offer in the required format. The authorisation shall be in the form of a written power of attorney and submitted together with the Proposal as per **Appendix 2**.

15.3 Checklist for Submission of Offer:

I.	Letter of Offer	Refer Appendix 1
II.	Format for Power of Attorney for signing of the Proposal	Refer Appendix 2
III.	Details of Offeror	Refer Appendix 3
IV.	Financial Capability of the Offeror	Refer Appendix 4
V.	Affidavit certifying that Business Entity / Director(s) of Business Entity are not blacklisted / debarred	Refer Appendix 5
VI.	Format for CVs	Refer Appendix 6
VII.	Format for Certificate of open-source code Creation/Ownership	Refer Appendix 7
VIII.	Details of open-source code Offered	Refer Appendix 8
IX.	Understanding of Scope with Approach and Methodology	Refer Appendix 9
X.	Format for “Similar Project” undertaking by the Statutory Auditor	Refer Appendix 10
XI.	Consortium Agreement (if applicable)	Refer Appendix 11

XII.	Details of States, Cities and eGovernance services being offered by Offeror	Refer Appendix 12
XIII.	Undertaking on personnel	Refer Appendix 13
XIV.	Copy of Presentation	As per Section 7 (e)

16. Opening of Offers

The NIUA will open the Offers in public at the address, on the date, and time specified below in the presence of Offeror's` designated representatives and anyone who chooses to attend.

16.1 Address of Opening of Offers is:

Address:

National Institute of Urban Affairs
 1 Floor, Core 4B
 India Habitat Centre, Lodhi Road
 New Delhi – 110003
 INDIA

16.2 Date and Time of Opening of Offers is:

Date: 26th April 2021
 Time: 1600Hrs.

17. Evaluation of Offers

- 17.1 The Offers, so received, will subsequently be examined and evaluated in accordance with the criteria set out in Section 6 and Section 7.
- 17.2 NIUA reserves the right to utilise the services of consultant/s or advisor/s, to assist in the examination, evaluation, and comparison of Offers.
- 17.3 NIUA reserves the right to reject any Offer, if:
- 17.3.1 At any time, a material misrepresentation is made or discovered; or

17.3.2 The Offeror does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Offer.

18. Confidentiality

- 18.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection process will not be disclosed to any person not officially concerned with the Selection Process. NIUA will treat all information submitted as part of the proposal in confidence and will require all those who have access to such material to treat the same in confidence. At the conclusion of the evaluation process, NIUA will publish the details of Offeror who has been selected.
- 18.2 NIUA will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

19. Tests of Responsiveness

- 19.1 Prior to evaluation of Offers, it will be determined whether each Proposal is responsive to the requirements of the REoI Document. A Proposal will be considered non-responsive if the Offer:
- 19.1.1 is not signed with the submission letters as stipulated in Section 6;
 - 19.1.2 does not contains all the information and documents as set out in Section 15 and in the formats set out in this REoI Document; and
 - 19.1.3 does not mention the Proposal Validity Period as set out in Section 9.
- 19.2 NIUA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by NIUA in respect of such Offers.

20. Clarifications to Facilitate Evaluation

- 20.1 To facilitate evaluation of Offers, NIUA, at its sole discretion, may seek clarifications in writing from any Offeror regarding its Offer. Such clarifications will be provided within the time specified by NIUA, as the case may be, for this purpose. Any request for clarifications and all clarifications will be in writing.
- 20.2 If an Offeror does not provide clarifications sought under Section 15 above, within the prescribed time, its Proposal will be liable to be rejected. In case the

Proposal is not rejected, NIUA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Offeror will be debarred from subsequently questioning such interpretation.

21. Conflict of Interest

- 21.1 NIUA requires that the Selected Offeror provide professional, objective, and impartial advice and at all times hold paramount the interests of NIUA and/or the City/State for which services are provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected Offeror shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.
- 21.2 The Successful Offeror and any such company or firm or associate where the Offeror has more than 5% stakes or has any special resolution power, shall not be eligible for any downstream work on the platform expected from this assignment and shall be under conflict of interest. These works include but not limited to approaching directly to States/ Cities for providing and implementing e-governance solution, participate in RFP/Tenders/EoI published by States/Cities/NIUA pertaining to empanelment of Implementation services, Project management services and similar engagements.
- 21.3 In case any conflict because of reasons given above are found then the MoU shall immediately be cancelled and penal action shall be taken against the offeror.

22. Selection and Notification

- 22.1 The NIUA will select the Offeror who gets the highest score in the Technical Evaluation as described above and has offered product and services as per REoI at 'No Cost' Basis, and invite the Offeror to finalise the MoU.
- 22.2 After signing the MoU, NIUA will transmit "Notification of Selection" to the successful Offeror and promptly notify the other Offerors
- 22.3 Since these services are to be provided on "No cost to NIUA-CDG", the NIUA-CDG will recommend for "Certificate of Appreciation" to the successful Offeror for partnering with NIUA in this Innovative initiative of Government, on the

“Go-Live” and also time to time during the whole term of engagement for any technological innovation or exemplary service which enhances the system’s efficiency noticeably. The NIUA-CDG will also provide citation/approval of any relevant content received from Partner for any case study/press release or content in any medium/format, under approval from M/o HUA.

23. Fraud and Corrupt Practices

- 23.1 The Offerors and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this REoI, NIUA will reject the Proposal without being liable in any manner whatsoever to the Offeror, if it determines that the Offeror has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Empanelment Process.
- 23.2 Without prejudice to the rights of NIUA under Section 23 here in above, if an Offeror is found by the NIUA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection Process, or after the issue of the notification of selection, such Offeror shall not be eligible to participate in any tender or RFP or REoI issued by NIUA during a period of 2 (two) years from the date such Offeror is found by NIUA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 23.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- 23.3.1 “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection Process or after the issue of the Notification of selection as the case may be, any person in respect of any matter relating to the selection or Notification of selection, who at any time has been or is a legal, financial or technical consultant/ adviser of NIUA in relation to any matter concerning the Assignment;
- 23.3.2 “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection

process;

- 23.3.3 “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection Process;
- 23.3.4 “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the NIUA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
- 23.3.5 “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Offerors with the objective of restricting or manipulating a full and fair competition in the selection Process.

24. Miscellaneous

The selection process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the selection Process.

- 24.1 NIUA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - 24.1.1 Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - 24.1.2 Consult with any Offeror in order to receive clarification or further information;
 - 24.1.3 Retain any information and/or evidence submitted to NIUA by, on behalf of and/or in relation to any Offeror; and/or
 - 24.1.4 Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Offeror.
- 24.2 It shall be deemed that by submitting the Offer, the Offeror agrees and releases NIUA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 24.3 All documents and other information supplied by NIUA or submitted by an Offeror shall remain or become, as the case may be, the property of NIUA. NIUA will not return any submissions made hereunder. Offerors are required to

treat all such documents and information as strictly confidential.

24.4 NIUA reserves the right to make inquiries with any of the clients listed by the Offerors in their previous experience record.

Appendix 1: Format for Letter of Offer

[On the Letter head of the Offeror (or the Lead member in case of consortium)]

Date:

To

Director, NIUA

XXXXX

Ref: REoI for selection of Partner for providing Software Implementation and Consulting Services for Development of National Urban Governance Platform (NUGP) at NIUA-CDG on No-cost basis.

Sub: Our offer for providing Software Implementation and Consulting Services for Development of National Urban Governance Platform (NUGP) to NIUA on No-cost basis.

Dear Sir,

Being duly authorised to represent and act on behalf of (Hereinafter referred to as “the Offeror”) and having gone through and fully understood all of the eligibility and qualification requirements and information provided, the undersigned hereby apply for selection for the captioned assignment.

We, the undersigned, having examined the REoI (including any Corrigendum, Addendum issued), the receipt of which is hereby duly acknowledged, offer to comply the requirements as stated in the REoI and abide by its Terms and Conditions.

Further, we confirm that the information contained in this response/ proposal or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to NIUA is true, accurate, verifiable and complete.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be disqualified from the selection process or termination of the MoU during the project, if selected. We are enclosing our offer in original, in hardcopy, with the details as per the requirements of the REoI Document, for your evaluation.

We confirm that our Proposal is valid for a period of 120 (One Hundred Twenty) days from (Proposal Due Date)

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

(Signature of Authorised Signatory)

(Name, Title and Address)

Appendix 2: Format for Power of Attorney for Signing of Offer (For Lead Member in case of Consortium)

(On non – judicial stamp paper of INR 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for selection of Partner for providing Software Implementation and Consulting Services for Development of National Urban Governance Platform (NUGP) at NIUA-CDG on No-Cost basis, including signing and submission of all documents and providing information/responses to NIUA, representing us in all matters before NIUA, and generally dealing with NIUA in all matters in connection with our Proposal for the said assignment.

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

For _____
(Signature)
(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

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

In case the Proposal is signed by an authorised Director of the Offeror, a certified notarised copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

Appendix 3: Format for Details of Offeror (all members in case of consortium)

1. Details of Offeror

a	Name of Offeror with full address	:	
b	Tel. No.	:	
c	Fax No.	:	
d	Email	:	
e	Year of Incorporation.	:	Proof of registration of the Offeror to be submitted
f	Name and address of the person holding the Power of Attorney.	:	
g	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h	Name of Bankers with full address.	:	
i	Regional presence (Direct office)		The location details to be provided

j	GST Registration Number	:	Copy to be submitted.
k	Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnished details)	:	
l	Name and details (Tel / Mobile / E mail) of contact persons	:	

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the selection process, it is proved that the information furnished by us is wrong, NIUA reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorised Representative of the Offeror

Date _____ Name _____

Place _____ Designation _____ Tel No. _____

Mobile No. _____ Email: _____ Seal/Stamp of the Firm _____

Appendix 4: Format for Financial Capability of the Offeror (all members in case of consortium)

(Equivalent in INR Crores)

Offeror	Net Worth		
	2017-18	2018-19	2019-20
Total Asset (TA)			
Total Liability (TL)			
Net Worth (TA-TL)			
Certificate from the Statutory Auditor			
<p>This is to certify that(name of the Offeror) has Total asset, Total liability and Net worth as shown above against the respective years as per the audited balance sheet.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorised signatory)</p>			

Note: The Offeror shall provide details of the Financial Capability based on its own financial statements. The Financial Capability of Offeror's parent company or its subsidiary or any associate company shall not be considered for computation of the Financial Capability of the Offeror.

Appendix 5: Format for Affidavit Certifying that Entity / Directors of Entity are not Blacklisted

(On non – judicial stamp paper of INR 100/- or such equivalent document duly attested by notary public)

Affidavit

I M/s. (Sole Offeror or all member in case of consortium)

(the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not debarred or blacklisted by NIUA / M/o HUA or any State government or Central government/ Union Territory /PSU in India from participating in Project/s, individually as on _____.

We further confirm that we are aware that as per Section 6, our Proposal for the captioned Assignment shall be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of Section 6, any stage of the Selection Process.

Dated this Day of, 2021....

Name of the Offeror

.....

Signature of the Authorised Person

Appendix 6: Curriculum Vitae (CV) for Technical manpower

1. Required Position: [For each position of key professional separate form shall be prepared]:
2. Name of Firm: [Insert name of firm proposing the staff]:
3. Name of Staff: [Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education: [Indicate college/university and other specialised education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience: [List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organisation, positions held.]: From [Year]: To Year]: Employer: Positions held:
12. Detailed Tasks Assigned [List all tasks to be performed under this Assignment]
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignments in which the staff has been involved, indicate the following information for those Assignments that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

10. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorised place: representative of the staff]

[Full name and signature of authorised representative]:

Appendix 7: Format for Certificate of open-source Software code Creation/ Ownership

This is to certify that;

1. The open-source code has been developed by me/us and is being offered to NIUA, in which no person has proprietary interest or IPR.
2. I/We warrant and indemnify NIUA against any such claims that may emerge over the source code of the software being offered to NIUA.
3. I/We do not have any objection in NIUA using it for further development and in delivering e-governance services to the State and local governments in India.

Date:

Name of the Offeror (Relevant member in case of consortium)

Signature

(Name, Designation of the Authorised signatory)

Appendix 8: Details of Open-Source Software Code Offered

8.1 Compliance to core requirements for NUGP

- a) Detailed write-up
- b) Technical and functional aspects of the source code
- c) Details of Architectural components available in source code

S. No.	Architectural Component	Offered (Yes/ No)
1.	Service components	
2.	Data Infrastructure components	
3.	Digital Registries	
4.	Data Encryption and Signing components	

8.2 Details of Platform documentation

S. No.	Type of document	Offered (Yes/ No)
1.	Source Code	
2.	Implementation Guidelines	
3.	Access Control	
4.	Transition Process	
5.	User Manuals including description of enabled services	

Appendix 9: Understanding of Scope with Approach and Methodology

9.1 Understanding of Scope

<Provide the details in approx. 1000 words >

9.2 Project Governance

<Provide the details in approx. 1000 words >

Note: Further changes in the governance process shall be made on mutually agreed terms while signing the MoU and during the MoU period based on the requirement.

9.3 Challenges and risks foreseen & mitigation plans for each of the identified challenges/ risks

<Provide the details in approx. 1000 words >

Appendix 10: Format for Undertaking by the Statutory Auditor (of Offeror or relevant member in case of consortium)

Certificate from the Statutory Auditor

This is to certify that(name of the Offeror) has created/developed an open-source software platform with following e-Governance services with a minimum cumulative cost of INR 50 Crs. for development, implementation & operational support of minimum 1 consecutive year after Golive.

List of e-Governance Services:

< Please mention all applicable services >

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

Note: The Offeror shall provide list of the e-Governance services as Specified in Section -4 (Terms of Reference) of this REoI.

Appendix 11: Consortium Agreement

(On non – judicial stamp paper of INR 100/- or such equivalent document duly attested by notary public)

THIS JOINT OFFERING AGREEMENT is entered into on this the day of 2021...

BETWEEN

1., [Nature of entity: a company/society/trust] having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

2., a [Nature of entity: a company/society/trust] having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

3., a [Nature of entity: a company/society/trust] having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above mentioned parties of the FIRST SECOND and THIRD are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

National Institute of Urban Affairs represented by its and having its offices at(Insert Address), (hereinafter referred to as the “NIUA-CDG” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its REoI No. dated (the “REoI”) for selection of offeror for

- A. The Parties are interested in jointly offering for the purpose and in accordance with the terms and conditions of the REoI document and other documents in respect of the purpose and
- B. It is a necessary condition under the REoI document that the members of the consortium shall enter into a Joint offering Agreement and furnish a copy thereof with the offer.

a. NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the REoI.

2. **Joint Offering Agreement (JOA)**

2.1 The Parties do hereby irrevocably constitute a consortium through the “JOA” for the purposes of jointly participating in the REoI Process. The Parties confirm that all JOA members shall sign the MoU.

2.2 The Parties hereby undertake to participate in the REoI Process only through this JOA and not individually and/ or through any other consortium constituted for participating in this REoI, either directly or indirectly or through any of their associates.

3. Covenants

The Parties hereby undertake that in the event the JOA is declared the selected partner , the JOA members shall enter into an MoU with NIUA-CDG and, through its lead member , undertake to perform all its obligations in compliance with the MoU.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead member of the JOA and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JOA during the REoI Process and until the MoU is entered into with NIUA-CDG; Party of the First Part shall be the responsible for and *(responsibility to be mentioned)*
- b. Party of the Second Part shall be the responsible for *(responsibility to be mentioned)*
- c. Party of the Third Part shall be the responsible for *(responsibility to be mentioned)*

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the assigned tasks and in accordance with the terms of the REoI, offer Document and the MoU.

6. Percentage Participation in the JOA

- 6.1 The Parties agree that the proportion of percentage participation in works among the Parties in the JOA shall be as follows: First Party (Lead Member): [should have at-least 51% percentage participation] Second Party: [should have at least 20% percentage participation] Third Party: should have at least 20% percentage participation]
- 6.2 The Parties undertake that they shall collectively hold 100% (hundred per cent) of the percentage participation of the JOA at all times until the Completion of the Project.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JOA Member is annexed to this Agreement, and shall not, to the best of its knowledge:
- require any consent or approval not already obtained;
 - violate any Applicable Law presently in effect and having applicability to it;
 - violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Completion of the Project is achieved under and in accordance with the MoU, in case the MoU is awarded to the offeror. However, in case the JOA is either does not get selected for award of the MoU, the Agreement shall stand terminated in case the offeror is not qualified during the evaluation process.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the NIUA-CDG.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND
DELIVERED

SIGNED, SEALED AND
DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

1. *The mode of the execution of the JOA should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each JOA should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *In case the offer is signed by an authorised signatory vis. Director / Partner or Proprietor of the Offeror, a certified copy of the appropriate board resolution / document conveying such authorisation to client may be enclosed in lieu of the Power of Attorney.*

Appendix 12: Details of States, Cities and eGovernance services being offered by Offeror

12.1 Details of States and Cities where services are being Enabled by Offeror

Enabled in following ULBs with States; (ULBs with minimum 1 lakh population)

Name of ULB	State	Customer References Availability (Yes/ No)	Solution is operational (Yes/ No)

12.2 Details of e-governance Applications being offered by Offeror (ULBs with minimum 1 lakh population)

S No.	E-Governance Services	Offered (Yes/ No)	ULBs where services are provided	Services operational as on last date of Proposal submission (Yes/ No)
1.	Property Tax Assessment and Payment			
2.	Building Plan Approval			
3.	Municipal Grievance Redressal			
4.	Trade License Issuance and Payment			
5.	No-Objection			

	Certificate (NOC) Issuance			
6.	Water and Sewerage Connection Management			
7.	NMAM Compliant Municipal			
8.	Accounting and Finance Birth and Death Certificates			
9.	User Charges – electricity, water supply, etc.			

Note 1: The Work completion certificate/ End user citation, issued & signed by designated authority clearly highlighting the scope of work, services enabled, Bill of Material and value of the contract/order should be attached.

Note 2: If NDA is signed between Offeror & Client and Work Order/ Contract cannot be submitted as a proof of work, then Offeror shall submit Certificate mentioning NDA signed, Scope of work, Cost of Project, duration of Project and current status of the Project signed by the Designated Authority of client and certified by the Statutory Auditor.

Note 3: Customer references to be submitted only for those ULBs where the E-Governance services mentioned in table 12.2 of appendix 12 are implemented.

Appendix 13: Undertaking for Manpower Deployment

Date:

To

Director, NIUA

Dear Sir,

I hereby confirm to deploy the resources on-site at NIUA as per section
The resources will be approved by NIUA during the MoU signing. These resources will be deployed within the 60 days of signing the MoU.

Thanking you,

Name of the Offeror (Relevant member in case of consortium)

Signature

(Name, Designation of the Authorised signatory)

Annexure 1 - NUIS Digital Blueprint

Available online at:

[https://smartnet.niua.org/sites/default/files/resources/digital blueprint-digital-4.pdf](https://smartnet.niua.org/sites/default/files/resources/digital%20blueprint-digital-4.pdf)

?

NUIS Strategy and Approach:

[https://smartnet.niua.org/sites/default/files/resources/nuis master doc 07.01.19 v5 0.pdf](https://smartnet.niua.org/sites/default/files/resources/nuis%20master%20doc%2007.01.19%20v5%200.pdf)

Annexure 2 - Draft MoU

Draft Memorandum of Understanding Between

**National Institute of Urban Affairs
(for “Centre for Digital Governance”)**

and

<Chosen Partner>

This **Memorandum of Understanding (MOU)** is entered on this __day of ____ 2021 (“Effective Date”),

by and between,

National Institute of Urban Affairs (hereinafter referred to as “NIUA”), having its office at *1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi 110003*, which expression shall, unless repugnant to the context thereof, include its successors and assigns, of the first part,

AND

<Chosen Partner> (hereinafter referred to as “...”), having its registered office at <address>, which expression shall, unless repugnant to the context thereof, include successors-in-interest and permitted assigns, of the second part.

Whereas,

- NIUA has setup the Center for Digital Governance (CDG) in its capacity as the anchor institution for the National Urban Digital Mission (NUDM). The objective of National

Urban Digital Mission (NUDM) is to build and manage a shared digital infrastructure called the National Urban Innovation Stack (NUIS). CDG is initiating and will run a number of programs that will create and leverage NUIS, including the Citizen-Centric Smart Governance (CCSG) program

- The CCSG program aims to enhance ease of living and ease of doing business through enabling digital access to all urban services across all ULBs in India by 2024. The program encompasses the following areas of work:
 - Hosting and operating a central instance of the National Urban Governance Platform (NUGP), which will help urban local bodies (ULBs) to digitally transform a number of core governance functions at speed and scale;
 - Outreach to state governments and ULBs to promote and support platform-enabled digital transformation of urban governance;
 - Provision of advisory services to state governments and ULBs, to help structure and guide their own digital transformation programs;
 - Creation and publication of standards (data models, APIs, taxonomies, ontologies, and architectural principles) for various domains of urban e-governance;
 - Empanelment of service providers (including systems integrators and program management consultants), whose services state governments and ULBs can avail to implement an urban governance platform.
- NIUA acting through its Centre for Digital Governance in its capacity as the anchor institution for the NUIS has constituted a Technical Advisory Committee, comprised of senior officials from government and industry, to review the proposed design of NUGP. The Committee has approved a NUIS Digital Blueprint, which specifies the principles and architectural criteria with which NUGP and any other platforms created or adopted under NUIS will have to comply.
- <Chosen Partner> has developed an open-source platform (hereinafter referred to as “the platform”), which is aligned with the NUIS Digital Blueprint.
- <Chosen Partner> has expressed their intention to assist and support NIUA’s various programs.
- NIUA intends to make use of the said open-source platform for the purpose of implementing NUGP in accordance with the terms & conditions of the MOU.

Now, therefore, NIUA and <Chosen Partner> (hereinafter referred to as “the parties”) do agree upon and enter into this memorandum of understanding.

1. Background & Purpose of MoU

The Ministry of Housing and Urban Affairs (M/o HUA), Government of India, seeks to leverage digital technology and e-governance to address modern India’s urban challenges

and enhance ease of - living and - doing business in India's cities. This endeavour is in alignment with India's national objectives to promote inclusive and sustainable urban spaces.

To accelerate this goal, in February 2021, M/o HUA launched the National Urban Digital Mission. The objective of National Urban Digital Mission (NUDM) is to build and manage a shared digital infrastructure called the National Urban Innovation Stack (NUIS)- comprising a set of software building blocks as well as reference applications for most-needed e-governance solutions in the urban context. These building blocks will be available to the entire urban ecosystem, thus supporting development of applications and solutions at scale and speed, creating a virtuous cycle of innovation and co-creation and help strengthen collaboration between citizens, entrepreneurs, academics, administrators, governments, NGOs and other urban stakeholders across the country.

National Institute of Urban Affairs (NIUA) has been nominated as the anchor institution to administer the operationalisation of NUDM. The salient features of NUDM are:

(i) NUDM will create a shared digital infrastructure that can consolidate and cross-leverage the various digital initiatives of the Ministry of Housing and Urban Affairs, enabling cities and towns across India to benefit from holistic and diverse forms of support, in keeping with their needs and local challenges.

(ii) NUDM is citizen-centric, ecosystem-driven, and principles-based in both design and implementation. NUDM has articulated a set of governing principles, and inherits the technology design principles of the National Urban Innovation Stack (NUIS), whose strategy and approach was released by MoHUA in February, 2019.

(iii) NUDM will be operationalised through a number of programs, at both the national and the state level. These programs will focus on the development, implementation, and adoption of digital platforms including *inter alia* Citizen Centric Smart Governance (CCSG), National Urban Learning Platform (NULP), India Urban Data Exchange (IUDX), and SmartCode.

(iv) All platforms under NUDM are built following the stack approach, which means that they are a combination of microservices - each microservice being a digital building block that offers a specific functionality in a stable and reliable way across a range of contexts in the urban domain. These building blocks can be assembled in various configurations to meet specific needs.

NIUA has setup the Center for Digital Governance (CDG) to host, operationalize and manage the NUIS and anchor the collaborative, ecosystem-driven processes that it will enable. Envisioned as a trusted partner for digitally-enabled governance transformation, CDG will work across multiple practice areas, including governance, platforms, partnerships, learning, research, and communications. CDG has launched the Citizen-Centric Smart Governance (CCSG) program as a priority initiative, aiming to improve delivery of municipal services by urban local bodies (ULBs) and other government agencies in urban India.

The CCSG Program will provide state and city governments with an open digital platform -

the National Urban Governance Platform (NUGP) - together with reference applications for certain services (such as property tax, water connection, public grievance redressal, etc.), which states can adopt and implement in various modes.

This will be supplemented with the creation of digital standards for each of these domains and expert advisory on program design, implementation, monitoring, and evaluation. For implementation of NUGP, a panel of service providers will be provided that states/cities may choose to engage for implementation.

This MOU is to be read in the context of REoI released to select a Partner for providing Software Implementation and Consulting Services for development, operationalization and management of National Urban Governance Platform (NUGP). All correspondence, clarifications etc. provided or which may be provided will constitute a part of this MOU.

The purpose of this MoU is to provide Software Implementation and Consulting Services for Development of National Urban Governance Platform (NUGP) at NIUA.

2. Duration, Modification, and Termination

- A. This MoU will be effective from the Effective Date and will remain in force for three years from the Effective Date, unless terminated by the Parties in accordance with the provisions below, or extended by mutual consent expressed in writing by the Parties.
- B. Change in Consortium: The Change in Consortium will not be allowed without the prior approval of NIUA, in writing, who may provide consent to the change only if the new member (as part of replacement) is either equivalent or better in the capacity/qualification on the basis of which the consortium was tested for eligibility and/or evaluation for selection. Any change without the approval of NIUA in writing shall mean breach of non-negotiable conditions and may lead to termination on this ground itself.
- C. Either party may, in the event of non-performance of obligations under this MoU by the other party, give notice to the other party to remedy such non-performance within a period of 30 days.
 - i. On receipt of such notice, the other party shall either remedy the non-performance within the designated period, or propose an alternate timeframe or course of action.
 - ii. In the event that no remedial action is taken and no alternate timeframe or course of action is proposed, or that the alternate timeframe or course of action proposed is determined to be unacceptable by the first party, the first party may initiate negotiation proceedings.

- iii. In the event that negotiation is unsuccessful or the first party deem it appropriate not to get into negotiations then, the first party may give notice of termination of the MoU.
 - iv. Such termination will be deemed to take effect on the thirtieth day after receipt of the notice of termination.
 - v. In the event, the termination happens because the default is found on the Chosen Partner's part, that the default is either wilful or because of the deficiencies in the capabilities that were shown during the selection process, NIUA would be well within its rights to initiate proceedings for blacklisting/debarring the <chosen partner> in further work involving NIUA for 3 years from the date of termination.
 - vi. The parties may, prior to the expiry of the initial term of 3 years from the Effective Date, decide in writing, to extend the duration of the MoU for a further period and on such terms as may be mutually agreed. Provided that, if the MoU is not extended or renewed within 3 years of the Effective Date, the MoU shall cease to have effect and shall be deemed to have expired.
- D. Within a period of 30 days from the date of termination or expiry of the MoU, the Parties will agree on any actions to be taken with respect to any ongoing or scheduled work, including but not limited to the software, support services, and any incidental matters in connection with the continued functioning of the NUGP, including any transition-related services to be undertaken by <Chosen Partner>.
- E. For the purposes of this MoU, notice is considered to be provided when communicated both by physical and electronic mail to the designated contact persons of the parties, and is deemed to be received on the second working day after it was thus sent.

3.Goals and Broad Scope of Work

This MoU covers the following broad areas of work, wherein <Chosen Partner> shall assist NIUA in keeping with the terms of this MoU:

- A. Provide a free and open-source platform - with reference applications - that shall serve as the basis for NUGP. Reference applications mentioned in this MoU are initial set of applications and not a comprehensive list. additional applications required by the ULBs will be part of an enhanced list of applications which will also need to be in compliance with the NUIS digital blueprint. The Offeror is expected to support in building an ecosystem which can contribute to this additional reference set of applications.
- B. Customise and enhance the offered platform for production level readiness of open-source NUGP along with reference applications as per NUIS digital blueprint. "Customize and Enhance" includes any changes required for production level

readiness of opensource platform (offered by the offeror) along with reference applications and sample metadata. The enhancements will be driven by the program governance process which is referred to below in the document.

- C. Provide Technical services and capacity building support as detailed in this section for the Duration of this MoU.
- D. Support the expansion NUGP along the following tracks:
 - i. Ecosystem track: To develop right set of partnership to collaborate and enrich the NUGP by developing solutions & open APIs to address urban challenges. Chosen partner to support NIUA-CDG in enabling a partnership ecosystem, as defined in section 4.1.4, that is aligned to fulfil the goal of taking NUGP Live in 2022 ULBs by year 2022 and in 4000+ ULBs by year 2025 as per NUDM goals. Open APIs to access data and services in NUGP to be developed by the Offeror. The respective ecosystem partner will provide APIs to give access to data residing in applications developed by them.
 - ii. Technology Track: To develop solutions / micro services to expand on the developed NUGP digital infrastructure by way of cloud-based services deployed as public repository, where each micro service shall provide a single capability across multiple urban services, accessible through using simple, open APIs that are compatible with global standards.

Chosen partner is expected to provide full support for the duration of MoU, in operations and management of NUGP deployed as the central instance. Such support may include support beyond NIUA-CDG as per scope of work.

4. Roles and Responsibilities of <Chosen Partner>

Specifically, the <Chosen Partner> shall provide or ensure the following:

A. Technology

- i. Provide a free and open-source software platform to NIUA, which has key building blocks of NUIS as defined in the Digital Blueprint, as the base of NUGP, including the following reference applications built on top of the platform:
 - Property Tax Assessment and Payment
 - Building Plan Approval

- Municipal Grievance Redressal
- Trade License Issuance and Payment
- No-Objection Certificate (NOC) Issuance
- Water and Sewerage Connection Management
- NMAM Compliant Municipal Accounting and Finance
- Birth and Death Certificates
- User Charges – electricity, water supply, etc.

Workflow for all reference applications is to be defined in conjunction with the respective State/ULB. Calculation engine made available by offeror for NUGP should be configurable. The State specific configuration activities shall be undertaken by respective State. As regard to dashboards the same are considered part of each reference applications.

- ii. Support NIUA in deployment of the centrally-hosted instance of NUGP. (As noted below, the responsibility of providing Cloud infrastructure will be with NIUA-CDG). This support to Centrally hosted instances is primarily the responsibility of the <Chosen Partner> as per section 4.A of this MoU. However, if any state chooses to host their own separate instance of the central platform being offered, then handholding support to be provided by the <Chosen Partner> before handing over to the State. All future enhancements /upgrades applicable to the Central platform to be also made available for the states for deployment on their respective state-level instances.
- iii. Provide all upgrades/ updates/ patches to software/ System Software/ database components of NUGP, including the upgrades to NUGP, as required. Support to any third-party application bundled by the offeror and provided as a NUGP component to be provided by the <Chosen Partner> as part of this.
- iv. Provide support in;
 - a) Aggregation and development of Cloud-based software building blocks/ micro services to the Data Infrastructure and Core Services layers that are compliant with the NUIS Digital Blueprint, deployed as public repository.
 - b) Expansion of NUGP by way of set of open APIs that are compatible with relevant standards and contributing to the repository.
 - c) Provisioning of free access of APIs, registries and documentation to industry stakeholders to collaboratively design, build, implement, and refine innovative solutions to local problems.
 - d) Maintaining consistency, compatibility, and reusability of the software building blocks by defining principles, standards, and specification.
 - e) Curating, updating and maintaining the public repository including allowing the industry ecosystems to contribute the APIs/ applications consistent with NUIS digital blueprint
 - f) Maintenance and upgrades related to any third-party application already bundled and offered as an NUGP component by the <Chosen Partner>.

B. Assessment and validation

- i. Undertake the conformity assessment and validation certification of open-source software platform readiness by an Assessment Entity (MeitY approved) for compliance with NUIS Digital Blueprint before acceptance by NIUA. Any payments to the assessment entity to be made by the <Chosen Partner> directly. NIUA-CDG will facilitate with the process with such entity.
- ii. Complete the assessment activity and submit the conformity assessment report approved by the MeitY approved assessment agency. All applicable charges for the assessment related activities shall be borne by the <Chosen Partner>.
- iii. Submit following at the minimum, but not limited to, at the time of handover of the platform to NIUA;
 - a) Source Code with licensing term, if any,
 - b) Implementation Guidelines
 - c) Security Access Control
 - d) Transition Process
 - e) User Manuals including description of enabled services
 - f) Dependencies on other/external modules
- iv. This activity is to be undertaken periodically. The periodicity of this activity shall be as per the agreed upon roadmap for NUGP.

C. Capacity Building

- i. Support NIUA in identifying and building key skills and capabilities needed through knowledge transfer and recruitment of the NIUA technical team.
- ii. Provide comprehensive training and knowledge transfer to the NIUA, including documentation and other supporting artefacts. This includes documentation related to the software code, implementation guidelines, best practices, access controls, and transition processes.
- iii. Handhold the NIUA technical team after the completion of training during the MoU period.
- iv. Provide exhaustive knowledge assets and “how to” documents on platform configuration and set-up, such as:
 - a. Configuration guides to setup NUGP reference application
 - b. Setting up and handling master data for NUGP platform and products
 - c. Customisation guides - how to make changes using hooks in the backend and front end
 - d. Troubleshooting and debugging techniques for the platform
 - e. DevOps related practices - CI/CD pipeline setup, monitoring tools setup
 - f. Upgrade considerations
 - g. User Manuals for software building blocks of NUIS vis. Work flow for issuer or requester of integration with NUIS, etc.
- v. Provide advice on design and building of technological and domain capabilities within NIUA, in keeping with the vision and goals of the CCSG Program and NUIS.

- vi. Provide training and handholding to the “empaneled service providers” when selected by the NIUA during the period of the MoU, provided the “empaneled service providers” meet the prerequisites (in terms of appropriate personnel, with suitable qualifications / skills / experience) as defined by the NIUA and <Chosen Partner> including customisation of existing UI and modules. Training will be ongoing activity as per the requirement of the program. <Chosen Partner> to conduct training and support processes including handholding support as detailed in their offer.
- vii. Establish detailed training and support processes for NIUA and the empaneled serviced provider. The training and support processes as detailed in the offer documentation and mutually agreed upon are enclosed in this MoU <reference section>.
- viii. The <Chosen Partner> is required to leverage the National Urban Learning Platform (NULP), a capacity building platform developed by NIUA. The partner shall be required to curate of the training contents, training material, including audio/video-based contents assessment etc. to deliver the course/training modules that are suitable to online and blended delivery formats. The offeror is responsible for creation, curation and uploading of training material on NULP. NULP being integral to NIUA-CDG, the necessary permissions required to access NULP will be provided by NIUA-CDG.

D. Building and Curating a thriving Ecosystem.

- i. Work with NIUA to build the NUDM ecosystem and drive contribution of knowledge and technology assets to the NUIS.
- ii. Support NIUA in driving innovation and collaboration by providing digital sandbox environment, mentorship to SMEs, Start-ups and other groups using NUIS to solve urban issues.
- iii. Support NIUA in hackathons, urban challenge programs, etc.

E. Operational Support

- i. Support in designing CCSG program methodology for effective implementation and roll-out in the states, including support engagement with states to onboard.
- ii. Support engagement with state governments and ULBs during their onboarding, including participation in onboarding/early-stage workshops with States/ULBs in the initial phase of the program.
- iii. Review the finalised solution design and implementation approach developed by states alongside NIUA.
- iv. Provide NIUA with documentation on configuration, customisation, APIs.
- v. Provide updated training material and sample user manuals.
- vi. Share best practices from other states on successful implementation of digitally-enabled/platform-based urban governance transformation programs.

- vii. Define a support policy and process, and through this process, support bug fixes in the platform, for both the latest version and the immediate preceding major release version of the platform.
 - viii. Development of additional reference applications as per the program requirements in line with NUIS Digital Blueprint. While development of additional applications may also be done by other industry ecosystem, any support required at NUGP-end to integrate such applications needs to be provided by the <Chosen Partner> as part of operational support.
 - ix. <Chosen Partner> to ensure that as the usage of the platform increases, technical support for scaling to scale up the cloud infrastructure is also provided as per the need.
 - x. On-going technical issues resolution in respect to NUGP and enabled cloud based services of NUIS,
- F. If <Chosen Partner> makes any changes to its policies that may be relevant to sub-sections A-E above (e.g. licensing policy, support policy, etc.), <Chosen Partner> shall communicate the same to NIUA in a timely manner.

The response for any technical or software code related issue shall be as per below table depending upon the level of severity of the incident;

Severity Level	Response Time
HIGH	<= 1 day from the time the call is logged by NIUA
MEDIUM	<= 4 days from the time the call is logged by NIUA
LOW	<= 10 days from the time the call is logged by NIUA

Note: The definition and response/resolution time of the severity levels (including Business Continuity Plan) shall be finalised at the time of MoU signing between NIUA and Partner.

- G. <Chosen Partner> to ensure that the technical manpower required for support shall have minimum skillsets are mentioned as below:

Technical Expertise	Qualification	Experience in years
Program Manager	<ul style="list-style-type: none"> • B.Tech/BE /MBA • Minimum 10 years of experience in IT Sector • Experience of Program Management in 	10-15 years

	<p>Software Implementation, preferably for large-scale State /National level programs</p> <ul style="list-style-type: none"> • Experience in working with the GoI /State Government/ ULB or similar institution for implementation e-governance projects 	
Technical Project Manager	<ul style="list-style-type: none"> • B.Tech/ BE (in IT, Computer Science) /MCA • Minimum 10 years of relevant experience • Experience in working with the GoI /State Government/ULB or similar institution for implementation e-governance projects • Experience in preparation of technical documents for the e-Services and solution to implementing the IT related infrastructure services / e-services, networking infrastructure etc. 	10-12 years
Business Analysts	<ul style="list-style-type: none"> • B.Tech/BE/ MCA • Demonstrated experience in requirement-gathering & elicitation from clients • Demonstrated experience with documentation (User stories, BRD, FRD, Flow Diagram etc.) 	3-5 years
Software Designers / Architects	<ul style="list-style-type: none"> • B.Tech/BE • 8+ years hands-on experience in technologies like Distributed computing, Java, API driven Development, RDBMS, Restful web services, Spring Framework, JavaScript, NodeJS, HTML 5. • Experience in development of enterprise-class scalable and performant systems. • Experience in Product development • Experience in mobile applications shall be a plus. 	7-10 Years

	<ul style="list-style-type: none"> • Excellent distributed system design capabilities • Exposure to web services, workflow engines • Experience in Web Servers and Application servers. • Experience in CI/CD - Git, Maven and Jenkins. 	
Software Developers	<ul style="list-style-type: none"> • BE/B.Tech/BCA • Proven work experience as a back-end developer • In-depth understanding of the entire web development process (design, development, and deployment) • Hands on experience with programming languages like Java, JavaScript, PHP and Python 	3-5 years
DevOps & Cloud Monitoring	<ul style="list-style-type: none"> • Bachelor's degree in computer science or equivalent (BE/B.Tech) • Strong Computer Networking fundamentals • Experience with modern DevOps fundamentals, tools and techniques • Experience in CI/CD - Git, Maven and Jenkins. 	4-6 years

<Chosen Partner> may propose resources having equivalent or higher skills against the requirements to support successful rollout and sustenance of the program. Additionally, chosen partner shall deploy subject matter experts on need basis.

The resource profiles approved by the NIUA-CDG, as per above requirements, to be deployed by the <Chosen Partner> within 60 days of approval by NIUA-CDG.

H. Timelines

The Partner is required to adhere to the proposed timelines of key activities as follows;

Month	Deliverables
-------	--------------

1-3Months	<ul style="list-style-type: none"> • Coordination with an appropriate Government approved assessment entity and undertake the assessment as per NUIS digital blueprint (please refer Annexure-1) • Completion of assessment and submission of the conformity assessment report • Documentation related to the open-source software code, implementation guidelines, access control, transition process. • Hosting of cloud instance on infrastructure provided by NIUA • Implementation of minimum 4 municipal services with sample Metadata • knowledge transfers and training to NIUA • Deployment of on-site resources at NIUA
3-6 Months	<ul style="list-style-type: none"> • Implementation of additional 5 municipal services with Sample Metadata • Development of Dashboards with drill down functionality for service metrics and revenue accounting • Support for management of Master data, Transaction data, Streaming data, and Derived data • Support for Creation digital registries for initial shortlisted/interested ULBs for NUGP implementation
Ongoing during the MoU period of 3 years.	<ul style="list-style-type: none"> • Technical issues resolution support to NIUA • Support for any structural change in the software code, access rights, updates/upgrades, bug fixing, integration activities etc. • Work items requiring continuous support as per section 3 and 4 of this MoU : Scope of Work

5.Roles and Responsibilities of NIUA

NIUA will undertake the following in keeping with the NUIS Strategy and Approach (including NUIS Digital Blueprint):

1. Provide overall program and platform governance.

2. Host and operate the central instance of the NUGP including the NUIS building blocks. NIUA-CDG will provide cloud infrastructure for hosting the platform for development, testing, production and rollout.
3. Set-up the NIUA program team to support program goals.
4. Conduct outreach to State governments and ULBs, in keeping with the program's goals and timeline (NIUA intends to reach 4400 cities).
5. Identify implementation agencies (empanelled service providers), whether through empanelment or any other process, to receive training on how to configure, customise, extend, and enhance NUGP as per State requirements, and/or to perform roll-out activities of NUGP in participating States and ULBs.
6. Design program methodology for implementation and roll-out of NUGP in States and ULBs, with a focus on ensuring citizen adoption and sustainable outcomes.
7. Develop expertise on management advisory to states (including learnings from the <Chosen Partner> experience) to enable the program adoption.
8. Over a period of time NIUA to develop own technical and domain expertise to enable & support states and ULBs enabled by NUGP.
9. NIUA will drive program governance of state implementation of NUGP along with enabling time bound execution.
10. Drive the program adoption and usage by the states and cities and also work with M/o HUA to drive adoption of the platform to impact citizen outcomes.
11. Create and publish standards for data, software, and platforms. NIUA will set-up domain working groups consisting of subject matter experts in relevant domains. These domain working groups will draft standards for the various domains which NUGP will adopt.
12. Curate an ecosystem to facilitate innovation and collaboration between various actors

6. Program Governance

- A. An Executive Committee will be set up, which will be chaired by an officer from M/o HUA, at the level of a Joint Secretary or above.
 - i. The Executive Committee will include a representative from the <Chosen Partner>, as well as other relevant stakeholders.
 - ii. The governance process will be setup on mutually acceptance terms with the <Chosen Partner>.
 - iii. The Executive Committee will guide & review the progress of the entire program on a regular basis. The frequency of Executive committee meetings, as well as the participation from suitable representatives of <Chosen Partner>, can be decided at the time of signing MoU between the parties.
 - iv. The committee will also look into the change request tabled by the Program Review Committee and Technical Review Committee based on the program's

requirements and will recommend the course of action to be taken by the program.

- B. To oversee day-to-day management of the program and relevant milestones, the following committees will also be created:
- i. Program Steering Committee: This will be chaired by the head of NIUA, and will review operations of the program.
 - ii. Technology Review Committee: This will be chaired by the technical head / CTO of NIUA, and will include suitable representatives of <Chosen Partner>. It will:
 - review draft standards developed by the CCSG program;
 - review technological issues in NUGP operations that are referred to it by the program steering committee, advise the program steering committee on how to respond to such issues;
 - review change requests raised by either party, and recommend how these might to be addressed. This will be tabled before the executive committee
 - iii. Any other committees or arrangements as the Executive Committee may see fit to create from time to time.

7 Change Request

Functionality (Scope) additions or major improvements to the NUGP may be proposed by either party on need basis after completion of activities currently envisaged within the 3-6 months duration. The change request process is not applicable to work items already falling within the purview of the defined Scope of Work, including routine functional changes, continuous enhancement as per section 4.2 of EoI, patches & upgrades arising out of underlying software stack updates, rectification of defects.

The change request process to be documented prior to signing this MoU and may be updated in alignment with the program needs. The following framework will guide the change request process.

The Program Steering Committee supported by the Technology Review Committee along with the <Chosen Partner> ensures that all changes are discussed and managed in a constructive manner. In cases where deemed necessary, the Executive Committee may review the change request placed before it by the Program Steering Committee. The recommendation of Executive Committee shall be final.

8. MoU Binding only on the Parties

- A. This MoU does not create any obligations on the part of [Chosen Partner] with respect to any state government, ULB, empanelled service provider, support partner, or any other entity as may participate in the CCSG program, and/or as may sign up for, implement, or otherwise adopt NUGP.
- B. All obligations created, assumed, or undertaken under this MoU are between the parties to this MoU only, and are not to be read as creating any obligation to any third party, save only with respect to data access, as noted in Section 11 of this MoU.
- C. To the extent that NIUA may enter into further agreements with or incur further obligations to state governments, ULBs, or any other entity, no such agreement or obligation may be read as creating an obligation on the part of <Chosen Partner> to such third parties, except to the extent that such obligation is already specified in this MoU.

9. Platform and Services Provided without Fee

- A. As NUGP is intended to be an open-source platform to catalyse wide-spread adoption of citizen centric governance across the country, <Chosen Partner> shall not levy any financial charge or license fee for providing the platform.
- B. <Chosen Partner> shall provide the platform under an open-source license.
- C. While this MoU is in effect, or for any further period of time as may be agreed upon between the parties, <Chosen Partner> shall further provide any upgrades that it may make to the software referred to in this MoU to NIUA at zero cost.
- D. <Chosen Partner> shall not levy any fee or charges for the advisory services, enablement, and support provided to NIUA as specified in Section 4 of this MoU.

10. Infrastructure Requirements

NUGP is to be created as a cloud-agnostic and cloud-native platform which can run on any MeitY-approved cloud. NIUA may deploy NUGP on any cloud as it chooses.

11. Data Sharing

- A. This MoU does not create any right of access to data or the right to share the data that is stored, processed, or transmitted on or through NUGP for <Chosen Partner>.
- B. To the extent that certain data may be required by <Chosen Partner> for the purposes of setting up NUGP, enabling its operations and/or maintenance, and/or providing the enablement and support specified in Section 4, the Parties will establish a process for <Chosen Partner> to request and receive access to such data. Such data may be required for purposes such as:
- tracking the usage of NUGP
 - analysing / tracking the performance of NUGP
 - determining maintenance schedules
 - benchmarking studies
 - development of new tools, functionalities, services, versions etc.
- C. Provided that NIUA will not provide and <Chosen Partner> shall not receive access to any Personally Identifiable Information that is stored, processed, or transmitted on or through NUGP. For the purposes of this section, Personally Identifiable Information shall have the same meaning as it has in relevant law, as may be amended from _____ time _____ to _____ time.
- D. Unauthorised access to data in or through NUGP by <Chosen Partner> shall be construed as a breach of this MoU, and shall lead to notice or termination as per Section 2B as well as other remedies available in law.
- E. The parties to the MOU are bound to protect the confidential information inter-se and breach thereof may result in termination of the contract and other legal consequences.

12. Arbitration Clause

The parties hereby agree that if there is any dispute arising out of the said MoU, the parties shall endeavour to make all efforts to resolve the matter amicably by mutual discussions, meetings and negotiations between the parties.

In the event of dispute remaining unresolved, such dispute between the parties shall be referred to sole arbitrator who shall be mutually appointed by the parties. The arbitration shall be in the National Capital Territory of Delhi and in English Language and conducted in accordance with the Arbitration and Conciliation Act.

13. Conflict of Interest Clause

NIUA requires that the <Chosen Partner> provide professional, objective, and impartial advice and at all times hold paramount the interests of NIUA and/or the City/State for which services are provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The <Chosen Partner> shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

The <Chosen Partner> and any such company or firm or associate where the <Chosen Partner> has more than 5% stakes or has any special resolution power, shall not be eligible for any downstream work on the platform expected from this assignment and shall be under conflict of interest. These works include but not limited to approaching directly to States/ Cities for providing and implementing e-governance solution, participate in RFP/ Tenders/ EoI published by States/ Cities/ NIUA pertaining to empanelment of Implementation services, Project management services and similar engagements. A complete, prompt and absolute disclosure about the same is assured by the <Chosen Partner>

In case any conflict because of reasons given above are found then the MoU shall immediately be cancelled and penal action shall be taken against the <Chosen Partner>
 IN WITNESS WHEREOF the parties hereto have put their hand on the date above mentioned.

For and on behalf of NIUA

For and on behalf of <Chosen Partner>

Signature _____

Signature _____

Name _____

Name _____

Designation and Seal _____

Designation and Seal _____

Witness:

Witness:

Signature:

Signature:

Name:

Name:

Address:

Address: