

# **REQUEST FOR PROPOSAL (RFP) DOCUMENT**

**FOR**

**Selection of Agency for Design, development, Implementation and Maintenance of Web portal & Mobile application for Hoarding, RMC properties, Lodge, Hostel & Banquet Halls Information Management System & associated survey**

**By**

**Municipal Commissioner**

**RANCHI MUNICIPAL CORPORATION**

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## Table of Content

SCHEDULE OF BIDDING PROCESS .....	4
SECTION 1: INSTRUCTION TO BIDDER .....	6
1. INTRODUCTION .....	7
2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS .....	12
3. PREPARATION OF THE PROPOSAL.....	12
4. THE TECHNICAL.....	14
5. FINANCIAL PROPOSAL.....	17
6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS .....	18
7. PROPOSAL EVALUATION .....	19
8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS .....	21
9. CONTRACT NEGOTIATION AND AWARD OF CONTRACT .....	23
10. DURATION OF ASSIGNMENT .....	23
11. PERFORMANCE SECURITY .....	23
SECTION 2: DATA SHEET TO INSTRUCTION TO BIDDER .....	25
APPENDIX-I TO DATA SHEET .....	28
NARRATIVE EVALUATION CRITERIA FOR TECHNICAL PROPOSAL.....	28
APPENDIX-II TO DATA SHEET .....	32
DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION .....	32
APPENDIX-III TO DATA SHEET .....	34
SECTION 3: TECHNICAL FORMS.....	37
FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM .....	37
POWER OF ATTORNEY FOR SIGNING OF APPLICATION .....	38
FORM TECH-2: FIRM/AGENCY'S ORGANIZATION AND EXPERIENCE .....	39
FORM TECH-2A: FIRM/AGENCY'S ORGANIZATION .....	39
FORM TECH-2B: FIRM/AGENCY'S EXPERIENCE.....	41
FORM TECH-3: COMMENTS AND SUGGESTIONS ON TOR .....	42
FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN.....	43
FORM TECH-5: CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS .....	44
FORM TECH-6: PERSONNEL SCHEDULE.....	45
FORM TECH-7: WORK SCHEDULE .....	46
SECTION 4: FINANCIAL PROPOSAL .....	47
SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS.....	47
FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM .....	48

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

---

FORM FIN-2: SUMMARY BY COSTS .....	49
<b>SECTION 5: TERMS OF REFERENCE (TOR).....</b>	<b>51</b>
<b>ANNEX-I .....</b>	<b>57</b>
CODE OF CONDUCT COMPLETELY BINDING ON SURVEYING AGENCY SELECTED FOR THE ASSIGNMENT.....	57

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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## **SCHEDULE OF BIDDING PROCESS**

<b>S. No</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1.	Date of publication of Tender on Website	23-04-2016
2.	Last date for receiving queries	05-05-2016
3.	Date of Pre-Bid meeting	10-05-2016 at 3:00 PM
4.	Date/ Time for receipts of bids	23-05-16 upto 3:00 PM
5.	Date of Bid opening	23-05-16 at 4:00 PM
6.	Announcement of Selected Bidder	Announced later on

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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Ranchi Municipal Corporation (RMC) is the urban local body responsible for providing basic civic amenities to the citizens of Ranchi. The entire RMC area is divided into 55 Municipal. With a view to enhance service delivery and automation of activities, RMC intends to launch the above web-based software solutions-

- a) Mobile Application.
- b) Web based Hoarding Information Management System (HIMS) Portal.
- c) Quality Maintenance and Service.

For designing, development, hosting, testing, implementation and maintenance of the above mentioned software solutions; Proposal is invited from reputed and established Software Companies/IT Firms.

A Firm/Agency will be selected based upon Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the policies of the Govt. of Jharkhand.

1. The RFP includes the following documents:

Section 1 - Instructions to Bidder (including Data Sheet)

Section 2 – Data Sheet to Instruction to the Bidder

Section 3 – Technical Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

2. A Pre-Bid meeting has been scheduled for 10-05-16 at the office of the undersigned at 03:00 PM, where all issues/clarifications could be discussed and finalized.
3. The deadline for receipt of proposals shall be 23-05-2016 upto 3:00 pm
4. RMC reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

## **SECTION 1: INSTRUCTION TO BIDDER**

### **Definitions**

1. "RMC" means Ranchi Municipal Corporation;
2. "Employer/Client" means the RMC
3. "Firm/Agencies" means any private or public entity registered under companies Act in India that will provide the Services to the RMC under the Contract.
4. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause-1; that is the General Conditions (GC), the Special Conditions (SC) by which the GC maybe amended or supplemented, and the Appendices.
5. "Data Sheet" means such part of the Instructions to bidder used to reflect specific country and assignment conditions.
6. "Day" means calendar day.
7. "Government" means the Government of Jharkhand.
8. "Instructions to Bidder" (Section 2 of the RFP) means the document which provides shortlisted Firm / Agency with all information needed to prepare their Proposals.
9. "Personnel" means qualified persons provided by the Firm/ Agency and assigned to perform the Services or any part thereof.
10. "Proposal" means a technical proposal or a financial proposal, or both.
11. "QCBS" means Quality- and Cost-Based Selection.
12. "RFP" means this Request for Proposal.
13. "Services" means the work to be performed pursuant to the Contract.
14. "Sub-Agency" means any person or entity with whom the Agency associates for performance of any part of the Services and for whom the Agency is fully responsible.
15. "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.

## **1. INTRODUCTION**

### **General**

The Urban Local Bodies (ULBs) are responsible for management of Hoardings in urban areas of the State. But in absence of proper digitized record it requires more effort from the concerned ULBs to levy fees, remove illegal Hoardings, etc. To provide an appropriate platform to the ULBs for monitoring of Hoarding, create a digital database and provide a geographic dimension to the Hoardings, the RMC intent to develop an "Integrated web portal & Mobile application with mapping for Hoarding Information Management System". The solution will provide digital record of all the hoardings and size of the hoardings and their locations will also be recorded. The development of "Integrated Web, GIS and Mobile Apps based Solution for Management of Hoarding" and its implementation in the RMC focuses on:

*i. Development of Android App for geo-tagging of Hoarding and to capture, update and view details associated with Hoarding. The Mobile App will also provide facility of an interface to the citizens for lodging and monitoring his hoarding related grievance related with RMC.*

*ii. Geo-tagging and survey of all the Hoardings within the Jurisdiction of RMC using Mobile App.*

*iii. Development of Web based solution integrated with Google Maps API to update the information captured from Android App as well as provide monitoring tool for the officials of RMC.*

### **Global objective**

The global objective is to develop an Online System for effective management of Hoarding within Urban areas and to provide a framework for efficient revenue collection through provision of valid, reliable and credible digital information.

### **Specific objectives**

Hoarding Fees is one of the most prominent non-tax sources of revenue especially in case of Municipal Corporation. The development of "Integrated Web and Mobile based Solution for Management of Hoarding" has considerable potential to improve administration of Hoardings. On implementation of an integrated solution, illegal Hoarding can immediately be brought under control and fees collection efficiency can also be improved. The specific objective is:

*1. Improve revenue collection through ascertaining illegal hoarding.*

*2. Develop a platform for managing the hoardings.*

*3. Establish a strong visual link between the location of a Hoarding onto the Google Maps and its corresponding data which would provide a spatial dimension to the hoarding management.*

*4. To provide information on the move by means of Mobile App to the officials of the RMC.*

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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*5. Provide a baseline for performance measurement.*

*6. Ultimately provide updated information of hoardings and improve management of hoarding.*

- 1.1. Ranchi Municipal Corporation (RMC), Govt. of Jharkhand, India will select firm /agency/organization (the “Firm”) in accordance with the method of selection specified in the Data Sheet.
- 1.2. Firms/Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Firms/Agencies are encouraged to visit the project site.
- 1.3. Firms/Agencies shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information; and, if selected, attendance at contract negotiations etc.
- 1.4. RMC is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Firms/Agencies.
- 1.5. In preparing their Proposals, Firms/Agencies are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

**Conflict of Interest**

- 1.6. RMC requires that Firms/Agencies provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Firms/Agencies shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the RMC. Without limitation on the generality of the foregoing, Firms/Agencies and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
  - a. If a Firm/Agency combines the function of services with those of contracting and/or supply of equipment; or
  - b. If a Firm/Agency is associated with or affiliated to a contractor or manufacturer; or
  - c. If a Firm/Agency is owned by a contractor or a manufacturing firm with departments or design offices offering services of this nature. The Firm/Agency should include relevant information on such relationships along with a statement in the Technical



**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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- d. Proposal cover letter to the effect that the Firm/Agency will limit its role to that of a Firm/Agency and disqualify itself and its associates from work, in any other capacity or any future project within the next five years, that may emerge from this assignment (including bidding or any part of the future project). The contract with the Firm/Agency selected to undertake this assignment will contain an appropriate provision to such effect; or
- e. If there is a conflict among such assignments, the Firm/Agency (including its personnel and sub-Agency) and any subsidiaries or entities controlled by such Firm/Agency shall not be recruited for the relevant assignment. The duties of the Firm/Agency depend on the circumstances of each case. While continuity of services may be appropriate in particular situations if no conflict exist, a Firm/Agency cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Firm/Agency. For example, a Firm/Agency engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Firm/Agency assisting a client in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Firm/Agency hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

**Fraud and Corruption**

- 1.7. The RMC requires that Firms/Agencies observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the RMC:
- i) defines, for the purposes of this provision, the terms set forth below as follows:
    - a) “corrupt practice” means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
    - b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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- ii) will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- iii) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any contract.

**Proposal**

- 1.8. If a Firm/Agency submits or participates in more than one proposal, such proposals shall be disqualified.

**Association Arrangements**

- 1.9. Firm/Agency shall be a legal entity registered under Companies Act in India.
- 1.10. While preparing the Technical Proposal, Firms/ Agencies must give particular attention to the following;
- a) For the purpose of submitting a proposal and subject to Para 1.9 above, a Firm/Agency may enhance its expertise for the assignment either by associating with other firms, in which case the Firm/Agency shall be solely liable under the Contract.
  - b) None of the firms or experts proposed in an association should be the subject of asanction by the Client.
  - c) Alternative experts shall not be proposed, and only one curriculum vitae (CV) maybe submitted for each position.

**Proposal Validity**

- 1.11. The Data Sheet indicates how long the Firm/Agency's Proposals must remain valid after the submission date. During this period, the Firm/Agency shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. In case of need, the Client may request Firm/Agency to extend the validity period of their Proposals. Firm/Agency has the right to refuse to extend the validity period of their Proposals.

**Participation of Government Employees**

- 1.12. No current government employee shall be deployed by the Firm/Agency without the prior written approval by the appropriate authority.

**Bid Security**

**1.13. Bid Security (Earnest Money Deposit)**

- a. The bid security of amount indicated in Data Sheet in favour of “RMC” payable at Ranchi shall be in the form of Demand Draft, or Bank Guarantee from any of the commercial banks in an acceptable form. The bid security is to remain valid for a period of forty-five days beyond the final bid validity period.
- b. The Employer shall reject any bid not accompanied by appropriate bid security, as nonresponsive.
- c. The bid security of the successful Bidder shall be returned as promptly as possible once the he has signed the Contract and furnished the required performance security.
- d. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.
- e. The bid security may be forfeited:
  - (a) If a Bidder withdraws its bid during the period of bid validity.
  - (b) if the successful Bidder fails to:
    - (i) Sign the Contract within required time frame;
    - (ii) Furnish a performance security.

## **2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS**

- 2.1. Firms/Agencies may request a clarification of any of the RFP documents prior to the Proposal submission date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Client will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry, to all Firms/Agencies. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.
- 2.2. At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be sent to all Firms/Agencies and will be binding on them. To give Firms/Agencies reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

## **3. PREPARATION OF THE PROPOSAL**

- 3.1. Firms/Agencies' Proposal (the Proposal) shall consist of following envelopes:
  - (i) **Envelope I:** Letter containing Application for Bid Proposal and the Technical Proposal, and
  - (ii) **Envelope II:** the Financial Proposal
- 3.2. Bid Security, Cost of RFP Document, and evidences of proving Bid Eligibility: Bid security as mentioned in clause no 1.13 above shall be placed in Envelope I. In addition, the Firms/Agencies must enclose all evidences to support the bid eligibility along with the Demand Draft for the cost of RFP Document, if any. If the bid security, cost of RFP document, and evidences supporting bid eligibility are found proper then only technical and financial proposals will be entertained.
- 3.3. The Proposal, as well as all related correspondence exchanged by the Firms/Agencies and the Client, shall be in English. All reports prepared by the contracted Firms/Agencies shall also be in English.
- 3.4. The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm/agency. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract.
- 3.5. The Technical Proposal should clearly demonstrate the Firm/Agency understands of the assignment requirements and capability and approach for carrying out the tasks set forth in the RFP through the nominated experts be prepared to substantiate the claimed experience if so requested by the Client.

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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- 3.6. A concise, complete, and logical description of how the Firm/Agency's team will carry out the services to meet all requirements of the TOR.
- 3.7. A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
- 3.8. An organization chart indicating relationships amongst the Firm/Agency the Client, and other parties or stakeholders, if any, involved in the assignment.
- 3.9. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Firm/Agency clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Firm/Agency's Staffing Schedule.
- 3.10. The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non responsive.

**Personnel**

- I. The name, age, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the services should be presented in the prescribed CV format.
  - I. Only one CV may be submitted for each position.
  - II. Higher rating will be given to nominated experts from the firm, if any, who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Firm/Agency, for more than twelve (12) months prior to the date of submission of the Proposal.
- II. The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV.
- III. A zero rating will be given to a nominated expert if the expert:
  - a. has not signed the CV by himself or by authorized signatory of applicant firm; or
  - b. Is a current employee of the executing agency (client).

## **4. THE TECHNICAL**

### **General**

- 4.1. The Technical Proposal shall not include any information related to financial proposal and any Technical Proposals containing information related to financial proposal shall be declared nonresponsive.

### **Technical Proposal Format**

- 4.2. The Firm/Agency shall submit technical proposal as per the data sheet which indicates the format of the Technical Proposal to be used for the assignment. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- 4.3. The proposal shall contain details on the following

Proposal Type Content	Technical Proposal (TP)
Experience of the Firm	<ul style="list-style-type: none"><li>I. Maximum two (2) pages introducing the firm and associate firm(s) background</li><li>II. Proposal submission Form (Form Tech-I)</li><li>III. Organisation &amp; General experience (Form TECH-2A).</li><li>IV. Relevant completed projects in the format of Form TECH-2B illustrating firm and associate(s) firm's relevant experience.</li></ul> No promotional material should be included.
Comments on terms of reference	As per Form TECH-3A
Counterpart staff and facility requirements	As per Form TECH-3B
General approach and methodology, work plan	Maximum twenty (20) pages inclusive of charts and diagrams (Form TECH-4).
CV for Proposed Experts	As per Form TECH-5
Personnel schedule	As per Form TECH-6

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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Work Plan	As per Form TECH-7
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**Technical Proposal Content**

- 4.4. The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xi) using the Standard Technical Proposal Forms (Form TECH-1 to Form TECH-7). Such information must be provided by the Firm/Agency.
- I. A brief description of the organization and outline of recent experience of the Firm/Agency on assignments of a similar nature is required in prescribed form. For each assignment, the outline should indicate inter-alia, the assignment, contract amount and the Firm/Agency's involvement. Information should be provided only for those assignments for which the Firm/Agency was legally contracted by the client as a corporate entity. Assignments completed by individual experts working privately or through other firms cannot be claimed as the experience of the Firm/Agency, but can be claimed by the expert; be prepared to substantiate the claimed experience if so requested by the Client.
  - II. A concise, complete, and logical description of how the Firm/Agency's team will carry out the services to meet all requirements of the TOR.
  - III. A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
  - IV. An organization chart indicating the Client, and other parties or stakeholders, if any, involved in the assignment.
  - V. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality / effectiveness of the assignment. In this regard, unless the Firm / Agency clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Firm/Agency's Staffing Schedule.
  - VI. The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non responsive.

**Personnel**

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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- I. The name, age, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the services should be presented in the prescribed CV format.
- II. Only one CV may be submitted for each position.
- III. Higher rating will be given to nominated experts from the firm, if any, who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Firm/Agency, for more than twelve (12) months prior to the date of submission of the Proposal.
- IV. The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV.
- V. A zero rating will be given to a nominated expert if the expert:
  - (a) has not signed the CV by himself or by authorized signatory of applicant firm; or
  - (b) A current employee of the client.



## **5. FINANCIAL PROPOSAL**

- 5.1. All information provided in Firm/Agency' Financial Proposal will be treated as confidential.
- 5.2. The Financial Proposal is to be submitted in the requisite forms enclosed.
- 5.3. No proposed schedule of payments should be included in Firm/Agency' Financial Proposals.
- 5.4. Agency shall quote the rates in Indian National Rupees only.
- 5.5. Form FIN -2 is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Firms/Agencies have:
  - (i) not taken any action which is or constitutes a corrupt or fraudulent practice; and
  - (ii) agreed to allow the Client, at their option, to inspect and audit all accounts, documents, and records relating to the Firms/Agencies Proposal and to the performance of the ensuring Firms/Agencies Contract
  - (iii) The rates to be quoted shall be in the format given in Data Sheet and it shall include all costs /expenses and statutory taxes excluding Service Tax. The Client shall pay Service Tax as applicable on prevailing rates.

## 6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 6.1. The original Proposal (Earnest Money Deposit, Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Firm /Agency.
- 6.2. Any such corrections, interlineations or overwriting must be initialled by the person(s) who signed the Proposal.
- 6.3. An authorized representative of the Firm/Agency shall initial all pages of the original copy of the Financial Proposal. No other copies are required.
- 6.4. The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 6.5. The original and all copies of the Technical Proposal to be sent to the Client shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL.**" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes (Envelope 1 –Application, Instruments for Cost of RFP Document and Bid Security, and Technical Proposal and Envelope 2 – Financial Proposals) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the project, and other information indicated in the Data Sheet. If the Financial Proposal is not submitted by the Firm/Agency in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.
- 6.6. Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client according to provisions of Sub-Clause 2.2.

## **7. PROPOSAL EVALUATION**

### **General**

- 7.1. From the time the Proposals are opened to the time the contract is awarded, the Firm/Agency should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a Firm/Agency to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Firm/Agency's Proposal.
- 7.2. The envelope 1 shall be opened first. If the bid security is not found to be in order then the proposal shall be treated as non-responsive and shall not be evaluated further.
- 7.3. The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.
- 7.4. The RMC will be responsible for evaluation and ranking of Proposals received.
- 7.5. The RMC evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the **minimum technical mark of 750 from the maximum of 1,000 points.**
- 7.6. A Technical Proposal may not be considered for evaluation in any of the following cases:
  - (i) The Firm/Agency that submitted the Proposal belongs to one of the cases described in Sub-Clause 5.5(i) to and failed to make a proper statement to that effect in the cover letter ; or
  - (ii) The Firm/Agency that submitted the Proposal was found not to be legally incorporated or established in India; or
  - (iii) The Technical Proposal was submitted in the wrong format;
  - (iv) The Technical Proposal included details of costs of the services; or
  - (v) The Technical Proposal reached the Client after the submission closing time and date specified in the Data Sheet.

After the technical evaluation is completed, the Client shall notify Firms/Agencies whose Proposals did not meet the minimum qualifying technical mark or Firms/Agencies whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing Firms/Agencies whose

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of Financial Proposals. (Bidders attendance at the opening of Financial Proposals is optional)

## 8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

### Public Opening of Financial Proposals

- 8.1. At the public opening of Financial Proposals, Firms/Agencies representatives who choose to attend will sign an Attendance Sheet.
- (i) The marks of each Technical Proposal that met the minimum mark of 750 will be read out loud.
  - (ii) Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
  - (iii) The Client's representative will open each Financial Proposal. Such representative will read out loud the name of the Firm/Agency and the total price shown in the Firm/Agency's Financial Proposal. This information will be recorded in writing by the Client's representative.

### Evaluation of Financial Proposals

- 8.2. Following the ranking of Technical Proposals, based on QCBS method, financial proposals shall be opened publicly and read out; and the highest ranked bidder based on cumulative technical and financial evaluation ranking will be invited for contract negotiations.
- 8.3. The detailed contents of each Financial Proposal will be subsequently reviewed by the Client.
- 8.4. The Eligible Bidder would be given marks on the basis of their understanding of the project plan.

#### NOTE:

The weightage for Financial Proposal and Technical Proposal has been given 30% and 70% respectively.

The Financial Proposals shall be given scores as follows:

$$P_f = 100 \times F_m / F$$

Where:

$P_f$  is Financial Score

$F_m$  is the Lowest Bid Price

$F$  is the price of the proposal under consideration

- 8.5. The Composite Score from Technical Proposal and Financial Proposal shall be computed as follows:

$$\text{Composite Score} = (P_f \times 0.4) + (P_t \times 0.6),$$

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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Where:

$P_t$  is the Technical Score of the proposal under consideration

8.6. The Eligible Firm/Agency getting highest marks would be declared Successful.

8.7. In the event that two or more Eligible Firm/Agency (s) secure the same overall score, RMC may:

- (i) Declaring the Eligible Firm/Agency securing highest technical marks amongst the EligibleBidder(s) securing same overall score, as preferred bidderor;
- (ii) Take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.

## **9. CONTRACT NEGOTIATION AND AWARD OF CONTRACT**

- 9.1. RMC may either choose to accept the Proposal of the Preferred Firm/Agency or invite him for negotiations. In case negotiation fails, RMC has the right to invite the next preferred Firm/Agency for negotiation.
- 9.2. **Technical Negotiations:** This will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Firm/Agency to improve the TOR. The Client and the Firm/Agency will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Firm/Agency.
- 9.3. Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Firm/Agency will initial the agreed Contract. If negotiations fail, the Client will invite the Firm/Agency whose Proposal received the second highest score to negotiate a Contract.
- 9.4. After completing negotiations the Client shall award the Contract to the selected Firm/Agency and notify the other Agencies who could have been invited to negotiate a Contract that they were unsuccessful. After Contract signature, the Client shall return the unopened Financial Proposals to the Firms/Agencies whose Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive.
- 9.5. The selected Firm/Agency is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## **10. DURATION OF ASSIGNMENT**

The duration of assignment for satisfactory performance of the services the contract will be the period defined in Data Sheet.

## **11. PERFORMANCE SECURITY**

The Selected Agency shall furnish within 10 days of the issue of Letter of Acceptance (LOA), an

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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Account Payee Demand Draft Unconditional Bank Guarantee (in prescribed format)/ in favour of  
“Municipal Commissioner, Ranchi Municipal Corporation” payable at Ranchi, Jharkhand, from any nationalised or scheduled commercial Bank in India for an amount equivalent to Rs. 1,00,000 (Rupees One Lac ) towards Performance Security valid for a period of six (6) months beyond the stipulated date of completion of services. The Bank Guarantee will be released after six months and rectification of errors, if any, found during appraisal/approval of Reports by competent authorities whichever is later.



**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

## **Section 2: DATA SHEET TO INSTRUCTION TO BIDDER**

<b>S. No.</b>	<b>Instructions</b>
1.	Name of the Client: <b>Ranchi Municipal Corporation (RMC)</b>
2.	Firm/Agency will submit Technical and Financial Proposals in separate envelopes.
3.	There shall be a pre-proposal meeting as under:- Date and Time: ..... at 4.00 pm Venue:
4.	The Client will provide the following inputs and facilities: As mentioned in Terms of Reference (ToR)
5.	Firm / Agency shall meet eligibility criteria regarding turnover requirement as mentioned in the Notice Inviting Proposal. All other requirements are to be met by each participating firms.
6.	Proposals must remain valid for 180 days after the last date submission of proposals.
7.	<p>The applicant Firm/Agency is required to deposit, along with its proposal, a Bid security equivalent to amount mentioned below (the “ <b>Bid Security</b>”) refundable not later than 120(One Hundred Twenty) days from the Proposal Due Date except in the case of the preferred [lowest/highest] Agency. The Firm/Agency will have an option to provide Bid Security in the form of a demand draft from any Nationalized / Scheduled / Commercial Bank in India drawn in favour of Municipal Commissioner, Ranchi Municipal Corporation and payable at the Ranchi, Jharkhand or a bank guarantee in the prescribed form acceptable to the Authority (Appendix-III), and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, exclusive of a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Client and the Agency from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.</p> <p>The Bid security refundable of Rs. 25,000 (Twenty Five Thousand Only) to be submitted in format prescribed at Appendix-III to Data Sheet.</p>
8.	<p>Clarifications may be requested not later than the submission date.</p> <p>The address for requesting clarifications is:</p> <p><b>MUNICIPAL COMMISSIONER, Ranchi Municipal Corporation, near kutchery , Ranchi, Jharkhand</b></p>
9.	The Addendum, if any, shall be uploaded on referred websites and shall be binding on Bidder.
10.	The technical proposal shall also include documents establishing eligibility criteria as

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

S. No.	Instructions																		
	defined in Notice inviting Request For Proposal (RFP).																		
11.	<p>Technical Proposal must be in two sets (one original and one copy) in print version and one in soft copy (*.PDF version) in a CD.</p> <p>If the CV of expert is not signed by himself, it may be signed by the representative of the Firm/Agency for the purpose of submission of proposal only. Once the Firm/Agency is selected for the assignment and asked for contract negotiation, he shall necessarily submit the CV signed by the expert. The CV of expert neither signed by himself nor by the representative of Firm/Agency may not be considered for evaluation.</p>																		
12.	<p>Under this contract, the Firm/Agency’s payments are on Output and Deliverables Based as mentioned in Terms of Reference (ToR).</p> <p>The Firm/Agency shall quote Service Charges for satisfactory performance of the services under the contract in Form FIN-2 of Financial Proposals.</p> <p>If same cost is quoted by two bidders, then bidders getting higher technical marks will be awarded the contract.</p> <p>It is expected that Firm/Agency has quoted its fee considering all requirements for satisfactory performance of the services included in ToR. If the Firm/Agency has not considered any component for performance of the services, no extra payment shall be made on this account.</p>																		
13.	Amounts payable by the Client to the Firm/Agency under the contract shall be subjected to local taxes if any. The Client will pay Service Tax, on prevailing rates as applicable.																		
14.	Proposals must be submitted no later than date and time mentioned in NIT:																		
15.	<p>Technical Proposals shall be evaluated on the basis of following pre-identified criteria:</p> <p>1. Following Technical criteria that would be considered for selection of preferred bidder:-</p> <table><tr><th>S No.</th><th>Criteria</th><th>Score Allocated</th></tr><tr><td>1</td><td>Firm meeting the Pre-Qualification Criteria</td><td>400</td></tr><tr><td>1</td><td>Firms General Experience &amp; Experience in Similar Assignments</td><td>300</td></tr><tr><td>2</td><td>Approach &amp; Methodology for proposed Assignment</td><td>200</td></tr><tr><td>3</td><td>Qualification and Experience of Team Leader &amp; Other Key Professionals</td><td>100</td></tr><tr><td></td><td><b>Total</b></td><td><b>1,000</b></td></tr></table> <p>2. The RMC will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score. Firm securing</p>	S No.	Criteria	Score Allocated	1	Firm meeting the Pre-Qualification Criteria	400	1	Firms General Experience & Experience in Similar Assignments	300	2	Approach & Methodology for proposed Assignment	200	3	Qualification and Experience of Team Leader & Other Key Professionals	100		<b>Total</b>	<b>1,000</b>
S No.	Criteria	Score Allocated																	
1	Firm meeting the Pre-Qualification Criteria	400																	
1	Firms General Experience & Experience in Similar Assignments	300																	
2	Approach & Methodology for proposed Assignment	200																	
3	Qualification and Experience of Team Leader & Other Key Professionals	100																	
	<b>Total</b>	<b>1,000</b>																	

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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S. No.	Instructions
	750 and above marks will be held technically responsive by RMC. 3. Narrative Evaluation Criteria and Detailed Marking Scheme is attached at Appendix-I & Appendix-II to Data Sheet
16.	Expected date for public opening of Financial Proposals: will be communicate later
17.	Quality and Cost Based Selection (QCBS) method will be adopted for evaluation and award of this assignment
18.	Expected date for contract negotiations: will be communicate later
19.	Expected date for commencement of services: will be communicate later
20.	The duration of the assignment shall be <b>Six (6) months.</b>
21.	The Agency is required to establish a project administration office at Ranchi and all the key professionals including Team Leader and other staff members shall be available at District HQ / RMC office as per requirement of the assignment for entire contract period.
22.	Performance Security: The Agency shall furnish within 10 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft or Unconditional Bank Guarantee (in prescribed format) in favour of "Municipal Commissioner, Ranchi Municipal Corporation" payable/cashable at Ranchi, from any nationalised or scheduled Commercial Bank in India towards Performance Security valid for a period of six (6) months beyond the stipulated date of completion of services. The amount of Performance Security to be received from engaged agency shall be Rs. 1,00,000.

## Appendix-I to Data Sheet

### NARRATIVE EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

#### I. Firm meeting the Pre-qualification requirements (400 Points)

- A. Average Turnover for last three years (**150 points**), audited balance sheet to be enclosed.
- B. Net-worth of the company (**150 points**), audited balance sheet to be enclosed.
- C. Quality Certification of the company (**100 points**), copy of the certificate to be enclosed.
- D. Company should have knowledge about Hoarding erection /advertisement through hoarding and Field level Survey work, copy of work order to be enclosed.
- E. Self-declaration of Non Black Listed by any Government organisation state and centre.
- F. Company should have Local Office or declaration to this effect that it will open an office on award of the contract
- G. Company should have Service Tax registration with up to date clearance, proof to be enclosed.
- H. Firm should be registered under EPF (Employees' Provident Fund), certificate to be enclosed and up to date challan.
- I. Firm should be registered under ESIC, certificate with up to date challan to be enclosed.
- J. The company/ agency Possess similar experience will be given preference
- K. Conditional Tender will not be accepted
- L. Consortium is not allowed.

#### II. Firm's General Experience and Experience in Similar Assignments (300 Points)

##### A General Experience of Firm (120 points)

**Criteria:** The extent and depth of experience of the Firm/Agency in GPS based survey and/or assessment and/or collection and/ or Door to Door Spot Billing and Payment and/ or recovery of revenue/house tax for any public sector organization or related sector those are similar to the requirement of the TOR in terms of Technical parameters, quantum of work and required inputs and financial parameters.

**Factors to consider:** Each reference project included in the technical proposal will be judged against the criteria established. Higher scores will be given to a Firm/Agency, which has more experiences for projects with relevant nature.

##### B Quantum of Experience (120 points)

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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**Criteria:** Extent of experience in number of location /households covered in survey and / or collection

**Factors to consider:** Higher scores will be given to a Firm/Agency with higher location / household coverage.

**C Experience in Similar Projects GPS based survey of and / or assessment, collection and recovery of tax or non-tax for ULBs/ Government agencies/ Private companies (60 points)**

**Criteria:** The extent and depth of experience of the Firm/Agency in GPS based survey and / or, assessment, collection and recovery of tax or non-tax of ULBs and/or public and / or private sector organizations that is similar to the requirement of the TOR in terms of Technical parameters, quantum of work and required inputs and financial parameters.

**Factors to consider:** Each reference project included in the technical proposal will be judged against the criteria established. Higher scores will be given to a Firm/Agency, which has more experiences for projects with relevant nature.

**III. Approach and Methodology (200 Points)**

**An Understanding of Objectives (30 points)**

**Criteria:** General understanding of the project requirements; coverage of principal components as requested in RFP.

**Factors to consider:** The following three aspects will be considered and marks will be given accordingly

General Understanding:	18
Components coverage:	6
Site visit:	6

**B Quality of Methodology (40 points)**

**Criteria:** The degree to which the presented written methodology/approach addresses the requirements of the RFP.

**Factors to consider:** Assessment of the inter-relationship of work program and methodology write-up. A consistent relationship is to be given maximum points.

**C Innovativeness/Comments on Terms of Reference (20 points)**

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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**Criteria:** Suggestions, which could improve the quality of the project.

**Factors to consider:** Points will be given for workable suggestions proposed. No innovativeness will be given zero points.

**D Work Program (30 points)**

**Criteria:** A work program showing graphical presentation of activities (bar chart) and an organization chart

**Factors to consider:** Work program will be assessed on logical sequence of events. The organization chart is to be assessed on the Firm/Agency's understanding of relationship between the Firm/Agency and the RMC.

**E Personnel Schedule (30 points)**

**Criteria:** Relationship between required person-months and proposed work program.

**Factors to consider:** The Personnel Schedule will be assessed based on phasing of activities of the work program and allocation and timing of expert's individual inputs. Total requirements close to estimated work requirements will be assessed as well as the appropriateness of time allocated to the task to be performed in terms of individual expertise. The balance between field time and home office time and the proposed number of trips will be checked.

**F Counterpart Personnel and Facilities (20 points)**

**Criteria:** Requirement for counterpart personnel, office space, transportation, equipment and services.

**Factors to consider:** Reasonableness and completeness of requirements and understanding of local conditions will be assessed.

**G Proposal Presentation (30 points)**

**Criteria:** Clarity and ease of assessment of the entire proposal (including material presentation).

**Factors to consider:** If all items requested in the invitation letter are covered in a clear and easily understandable form and the proposal is assembled in a professional manner, maximum points will be given.

**IV. PERSONNEL (100 Points)**

**Criteria:** Separate assessment of each expert listed in the Request for Proposal. Each expert is to be evaluated against the tasks assigned in accordance with four main criteria:

- (i) General experience such as academic qualification and the no. of years of related experience: (40%)
- (ii) Project related experience based on the number of relevant projects implemented: (20%)

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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(iii) Experience for any projects: (20%); and

(iv) For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months, additional: (20%)

Weighted Marks for each Expertise/Personnel:

S.No	Designation of Key Experts	Nos.	Man months	Qualification	Weighted Marks
1	Project Lead	1	12	Engineer/ MBA with minimum 10 years experience in project management involving Field survey / assessment / collection of data and / or recoveries	75
2	Surveyor	1	12	Field Survey experience of minimum 3 years	25
2	Support staff	As per requirement	12	Knowledge in computer handling, mobile devices	

## Appendix-II to Data Sheet

### DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

S. No	Criteria	Weightage %	Maximum Marks
<b>1</b>	<b>Firms Pre-qualification</b>	<b>100%</b>	<b>400</b>
<b>1.A</b>	Turnover of the company	37.50%	
<b>1.A.1</b>	Up to average turnover of 1 Cr. In the last three financial year		50
<b>1.A.2</b>	Up to average turnover > 1 Cr. To 3 Cr. In the last three financial year		100
<b>1.A.3</b>	Up to average turnover > 3 Cr. In the last three financial year		150
<b>1.B</b>	Net worth of the company	37.50%	
<b>1.B.1</b>	Up to Rs. 50 Lacs		50
<b>1.B.2</b>	Up to Rs. 1.0 Cr		75
<b>1.B.3</b>	> Rs. 1.0 Cr.		150
<b>1.C</b>	Quality certification	25%	
<b>1.C.1</b>	ISO 9001 -2008 or above		50
<b>1.C.2</b>	CMM Level 3 or above		100
<b>2</b>	<b>Firms general experience and experience in similar assignments</b>	<b>100%</b>	<b>300</b>
<b>2.A</b>	General Experience of Firm in IT Projects	40%	120
<b>2.A.1</b>	1 project		40
<b>2.A.2</b>	2 to 3 projects		80
<b>2.A.3</b>	More than 3 projects		120
<b>2.B</b>	Experience in number of GPS survey locations covered	40%	120
<b>2.B.1</b>	Up to 10,000 locations		40
<b>2.B.2</b>	10,000 to 100,000 locations		80
<b>2.B.3</b>	More than 100,000 locations		120
<b>2.C</b>	Experience in similar Projects; experience "For GPS Survey of Advertisement Hoardings, ULB Properties and hostels", EVALUATE AS PER THE FOLLOWING SUB CRITERIA	20%	60
<b>2.C.1</b>	1 project		30
<b>2.C.2</b>	2 to 3 projects		40
<b>2.C.3</b>	More than 3 projects		60
<b>3</b>	<b>Approach and methodology for proposed assignment</b>	<b>100%</b>	<b>200</b>
<b>3.A</b>	Understanding of Objectives	15%	30
<b>3.A.1</b>	General Understanding (60%)		18
<b>3.A.2</b>	Components coverage (20%)		6



**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

S. No	Criteria	Weightage %	Maximum Marks
<b>3.A.3</b>	Site visit (20%)		6
<b>3.B</b>	Quality of Methodology	20%	40
<b>3.C</b>	Innovativeness/comments on Terms of reference	10%	20
<b>3.D</b>	Work Program	15%	30
<b>3.E</b>	Personnel Schedule	15%	30
<b>3.F</b>	Counterpart Personnel and facilities	10%	20
<b>3.G</b>	Proposal presentation	15%	30
<b>4</b>	<b>Qualifications and Experience of Project Lead and other key professional</b>	<b>100%</b>	<b>100</b>
<b>4.A</b>	<b>Project Lead – experience</b>	75%	75
<b>4.A.1</b>	General Experience such as academic qualification and the number of years of experience in any undertaking (40%)		30
<b>4.A.2</b>	Project related experience based on the number of relevant projects implemented related to ULBs (20%)		15
<b>4.A.3</b>	Experience in any other project (20%)		15
<b>4.A.4</b>	For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full time basis continuously for the last 12 months (20%)		15
<b>4.B</b>	<b>Surveyor</b>	25%	25
<b>4.B.1</b>	General experience such as academic qualification and the number of years of related experience (40%)		10
<b>4.B.2</b>	Project related experience based on the number of relevant projects related to survey and valuation of assets implemented in ULBs/Govt. Undertaking / Private companies (20%)		5
<b>4.B.3</b>	Experience in any other projects (20%)		5
<b>4.B.4</b>	For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full time basis continuously for the last 12 months (20%)		5

## **Appendix-III to Data Sheet**

Bid Security Form (Bank Guarantee)

B.G. No. Dated:

1. In consideration of you, Ranchi Municipal Corporation having its office at Kutcheri Road, Ranchi - 834001, Jharkhand (hereinafter referred to as the "Ranchi Municipal Corporation" or "RMC", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of \_\_\_\_\_ [a Company registered under provision of the Companies Act, 1956] and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Firm/Agency" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the **Application development, GPS Survey of Hording, RMC Property and Hostels in Municipal Area under Ranchi Municipal Corporation at Ranchi** (hereinafter referred to as "theProject"). Pursuant to the RFP Document dated \*\*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of theBank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the "Bank"), at the request of the Firm/Agency, do hereby in terms of Clause 1.13 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Firm/Agency and unconditionally and irrevocably undertake to pay forthwith to the RMC an amount of Rs. 50,000/- ( Rupees fifty thousand only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur ,reservation, recourse, contest or protest and without reference to the Firm/Agency if the Firm/Agency shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the RMC stating that the Firm/Agency is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Firm/Agency or any other person and irrespective of whether the claim of the RMC is disputed by the Firm/Agency or not merely on the first demand from the RMC stating that the amount claimed is due to the RMC by reason of failure of the Firm/Agency to fulfil and comply with the terms and conditions contained in

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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the Bidding Documents including failure of the said Firm/Agency to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 10,000/- (Rupees Fifty Thousand only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the RMC and the Firm/Agency, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the RMC shall be the sole judge to decide as to whether the Firm/Agency is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Firm/Agency to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the RMC that the Firm/Agency is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RMC and the Firm/Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Firm/Agency or the Bank or any absorption, merger or amalgamation of the Agency or the Bank with any other person.
7. In order to give full effect to this Guarantee, the RMC shall be entitled to treat the Bank as the principal debtor. The RMC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Firm/Agency or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Firm/Agency or to postpone for any time and from time to time any of the powers exercisable by it against the said Firm/Agency and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the RMC, and the Bank shall not be released from its liability under these presents by any exercise by the RMC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Firm/Agency or any other forbearance, act or omission on the part of the RMC or any indulgence by the RMC to the said Firm/Agency or by any change in the constitution of the RMC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the RMC to proceed against the said Firm/Agency before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the RMC may have obtained from the said Firm/Agency or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the RMC in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr. /Ms \_\_\_\_\_, its \_\_\_\_\_ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

## **SECTION 3: TECHNICAL FORMS**

### **FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To,

Municipal Commissioner,  
Ranchi Municipal Corporation  
Kutchery Road,  
**Ranchi, Jharkhand – 834001**  
Phone: 0651-2211215, 2203469  
Fax: 0651-2211777

Dear Sir,

We, the undersigned, offer to provide the services for Application development, GPS Survey of Hording, RMC Property and Hostels in Municipal Area under Ranchi Municipal Corporation accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in individual capacity. [Attached is the Power of Attorney for signing of Application]. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Or (strike-off whichever is not applicable)

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the Data Sheet (Please indicate date).

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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## **Power of Attorney for Signing of Application**

(To be executed on Stamp Paper of Rs.100/-)

(Refer Clause 2.2.4)

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. /Ms. (name),

..... son/daughter/wife of ..... and presently residing at....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the **Application development, GPS Survey of Hoarding, Properties belong to RMC and Hostels permanent / temporary in Municipal Area** under Ranchi Municipal Corporation, Ranchi, Jharkhand including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-bid and other conferences and providing information/ responses to the RMC, representing us in all matters before the RMC, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the RMC in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the RMC.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2015.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

• *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

## FORM TECH-2: FIRM/AGENCY'S ORGANIZATION AND EXPERIENCE

### FORM TECH-2A: Firm/Agency's Organization

[Provide here a brief (two pages) description of the background and organization of the Firm/Agency for this assignment, with following summary sheet]

Criteria	Supporting Document / Remarks
Name of Firm	
Address of Registered office	
Year of Establishment	
Contact person with Contact details	
Annual Turnover in last three years (Rs in lakhs)	
FY 2013-14 FY 2012-13 FY 2011-12	
Average Annual Turnover for above three Financial Years:	
<i>Audited statements enclosed*</i>	
Net worth of Bidder.	
Company should have knowledge about Hoarding erection /advertisement through hoarding and Field level Survey work, copy of work order to be	
Self-declaration of Non Black Listed by any Government organisation state and centre.	
Company should have Local Office or declaration to this effect that it will open an office on award of the contract	
Company should have Service Tax registration with up to date clearance, proof to be enclosed.	
Firm should be registered under EPF (Employees' Provident Fund), certificate to be enclosed and up to date challan.	
Firm should be registered under ESIC, certificate with up to date challan to be enclosed.	
Current Contract Commitments: (Rs in lakhs)	
Experience:	
Number of years:	

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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<b>Criteria</b>	<b>Supporting Document / Remarks</b>
Total assignments:	
Assignments completed in last three years: Similar Assignments in last three years:	
Other relevant details	
(Certificate from Employer regarding experience should be furnished)	

For:-Authorized Signature [In full and initials]:

Name of Firm:

Address:



**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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**FORM TECH-2B: Firm/Agency's experience**

*[The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity was legally contracted by the Employer stated below.]*

Assignment Name:	Country
Location within Country:	Professional Staff provided by your firm/entity (profiles)
Name of Client:	No. of Staff:
Address:	No. of Staff Months:
Start Date Completion Date (month/year):	Approx. Value of Services (in INR):
Name of Associated Company/Firms; if any:-	No. of Months of Professional Staff Provided by Associated Company/Firms-
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:-	
Narrative Description of Project:-	
Description of Actual Service Provided by your Staff:-	
Certificate from Employer regarding experience attached herewith:-	

For:-Authorized Signature [In full and initials]:

Name of Firm:

Address:

### **Form TECH-3: COMMENTS AND SUGGESTIONS ON TOR**

Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

#### **A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

- 1.
- 2.
- 3.
- 4.
- 5.
- ..

#### **B – On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Clause Reference 1.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

- 1.
- 2.
- 3.

Selection of Firm/Agencies for GPS survey of Hording, RMC Property and Hostels under RMC.

Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.

## FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN

**Description of Approach, Methodology and Work Plan for Performing the Assignment** [As per the details mentioned in the NARRATIVE EVALUATION CRITERIA]

### Technical Approach and Methodology, Work Plan, and Organization and Personnel,

- (a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- (b) **Work Plan:** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.
- (c) **Organization and Personnel:** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel.

### Team Composition, Task Assignments and Summary of CV Information

#### Team Leader and Key Professionals

Surname, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Employment Status with Firm (fulltime / other)	Education / Degree (Year / Institution)	Education / Degree (Year / Institution)	CV signature (by expert / by other)

#### Support Staff:

S. No	Surname, Name	Position	Task Assignment

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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**FORM TECH-5: CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS**

*[Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV]*

<b>1</b>	<b>Proposed Position</b>				
<b>2</b>	Name of Firm				
<b>3</b>	Name of Staff				
<b>4</b>	Date of Birth		Nationality		
<b>5</b>	Education	Degree	Institution	Year	
	Post Graduate				
	Graduate				
<b>6</b>	Professional Memberships				
<b>7</b>	Other Training/ Publications				
<b>8</b>	Countries of Work Experience				
<b>9</b>	Languages	Language	Speak	Read	Write
<b>10</b>	Employment Record	From		To	
		Employer			
		Position Held			
		From	To		
		Employer			
		Position Held			
		From:	To:		
<b>11</b>	Detailed Task Assigned				
<b>12</b>	Work Undertaken that Best Illustrates capability to handle the Task				

(Signature and name of the authorised signatory of the Bidder)

Notes:

- Use separate form for each Key Professionals
- Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm.
- Photocopies will not be considered for evaluation.

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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## **FORM TECH-6: PERSONNEL SCHEDULE**

Use your own format

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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## **FORM TECH-7: WORK SCHEDULE**

Use your own format

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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## **SECTION 4: FINANCIAL PROPOSAL**

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

Financial Proposal Standard Forms (FIN-1 and FIN-2) shall be used for the preparation of the Financial Proposal according to the instructions provided under Para 5 of Section 2.

The amount shall be quoted on per site visit basis and shall be inclusive of all taxes and duties.

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

[Location, Date]

To,  
Municipal Commissioner,  
Ranchi Municipal Corporation  
Kutchery Road,  
**Ranchi, Jharkhand – 834001**  
Phone: 0651-2211215, 2203469  
Fax: 0651-2211777

Dear Sir,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated (Insert Date) and our Technical Proposal. Our attached Financial Proposal is for the sum of (Insert amount(s) in words and figures). This amount is inclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.11 of the Data Sheet.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

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

We remain,

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

- Amounts must coincide with the ones indicated under Total in Form FIN-2.



**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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**FORM FIN-2: SUMMARY BY COSTS**

**Project Title:** SELECTION OF AGENCIES FOR APPLICATION DEVELOPMENT, GPS SURVEY OF HORDING, RMC PROPERTIES, AND HOSTELS IN MUNICIPAL AREA UNDER RMC

S. No	Description of Services	Services Fee in Rupees	
		Rate in Figures	Rate in words
1	Development of application software covering in house use, field officer use and for the use of citizen		
2	Per location GPS survey , mapping and data capture to central server		
3	Training and handholding to all concerned staff on the overall application		
4.	Annual maintenance of the application software including hosting services		

**Service taxes at the prevailing rate shall be paid extra**

**Note:**

- While quoting financial offers, applicant firms are requested to S.No.13 of Data Sheet to Instruction to Firms/Agencies under Section 2 and Clause 6 of Terms of Reference under Section 5 of RFP Document.
- The client shall pay the Firm/Agency, the Service Tax, on prevailing rates as applicable on the Service charges

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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## **SECTION 5: TERMS OF REFERENCE (ToR)**

### **SELECTION OF AGENCIES FOR APPLICATION DEVELOPMENT, GPS SURVEY OF ADVERTISEMENT HOARDING, RMC PROPERTIES AND HOSTELS IN MUNICIPAL AREA UNDER RMC**

#### **1. Introduction**

RMC is soliciting sealed proposals from eligible agencies to assist in Application development, GPS survey of hoardings, properties that belong to RMC and hostels permanent and / or hostels operating in jurisdiction of Ranchi Municipal Corporation.

#### **2. Objective**

This is a Request for Proposal from RMC for Selection of Agencies for Application development, survey of hoardings, properties that belong to RMC and hostels permanent and / or hostels operating in the RMC and also achieves 100% coverage.

The term of the contract and services provided by the engaged agency are anticipated to begin in September 2015, till 31 March 2016 with the option to renew based on the performance of the agency and meeting the requirements of the Ranchi Municipal Corporation.

#### **3. Scope of Work**

The scope of work for the Survey Agency shall be as indicated below –

The Mobile App as well as Web Portal will be developed as the provision of Advertisement Policy of RMC. The key attributes to be captured are as per below mentioned:

- ✓ Location (i.e. Latitude and Longitude) of the hoarding on a Google Map.
- ✓ Photograph of the Hoarding.
- ✓ Dimensions of Hoarding
- ✓ Type of Hoarding
- ✓ Land Ownership.
- ✓ Details of Advertising Agencies
- ✓ Validity/License of Hoarding.
- ✓ Per Sq. Mtr./Sq. Ft. Rate

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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- ✓ Complete Calculation as per Rate.
  - ✓ Any other attributes as per "Hoarding Survey Questionnaire" finalized in consultation with Ranchi Municipal Corporation.
  - ✓ Grievance redressal mechanism must also be integrated within Android App, so the citizen can register complaint as well as track it on the go.
- I. Application development for ;
- a. Database creation of Hoardings, properties of RMC, hostels, lodges & Banquet Halls operational within municipal area
  - b. Provision for online application by applicant for registration, no objection certificate (NOC) and receipt of online payment
  - c. Provision for online renewal of registration, NOC etc.
  - d. Provision of management information system, covering application status, payment, demand, work progress etc.
  - e. Provision to use the application for field activity by RMC officials covering survey, recurrent survey, GPS data upload, image upload, collection of payment issue of demand notice in real time
  - f. Provision to make the application available to any resident of RMC i.e.; to download the application in his / her smart phone, tab etc. for use and lodge complaint, provide feedback, access the status update and make payment if needed
- II. Surveying, identifying the
- a. Advertisement hoardings authorised / unauthorised, properties of RMC, hostels, lodges & Banquet Halls including collection of relevant document, recording the GPS co-ordinates of the location, taking the photograph of the same and uploading the same to central server. In case of any observation on no compliance of prevailing act, rules & regulation of RMC notices are served.
- III. Training and handholding to RMC officials for use of the application
- IV. Annual maintenance of the application developed and hosted at Cloud server
- V. All applications are designed/customize to enable delivery of services through mobile.
- VI. All the digitized system should used standard RDBMS server and standard coding format with proper documentation of application & database with all the administrative right to RMC.
- VII. Should have Web Based Dashboards for Officials and Management for viewing the completed/pending tasks and able to generate various reports related to above mentioned task.
- VIII. Application should maintain complete audit trail about the each and every transaction with the deployed application.

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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- IX. Each Hoarding will be provided with a unique identification number (a Hoarding Identification Number, HIN) based upon a pre-agreed codification system.
- X. The agency should be responsible for verification and reconciliation of data with the help of concerned officials in Ranchi Municipal Corporation for each hoarding.
- XI. Hosting: The selected Bidder will have to upload the proposed solutions after successful user acceptance test and subsequent changes in the renowned cloud like Amazon, Microsoft, and Google etc. It should be ensured that uploading of the modified version in the live servers is carried out with due care to avoid any wrong upload or accidental file replacement.
- XII. Maintenance will start after the completion of warranty period. Maintenance should cover trouble shooting, removing bugs/errors and end user's problem resolution. All upgrades / updates / new version releases will be provided during Maintenance period. The selected Bidder will ensure smooth functioning of the software solutions during Maintenance through off-site/ onsite (as per requirement of RMC) support.
- XIII. Intellectual Property Right: The solutions to be developed by the selected Bidder will be the intellectual property of GMC. The selected Bidder will have to hand over source code, compiled version, executables, database design & structure, database information, metadata and entire documentations prepared for requirement analysis, design, development, hosting, testing, maintenance and implementation to RMC. All user manuals, installation guides, system administration manual etc. should be submitted to RMC. The necessary software's and licenses required for maintenance of the solutions shall also to be submitted to RMC by the selected Bidder.

#### **4. Payment to Agency**

This section is specifically prepared to assure the selected agencies about payment for their services on timely basis and without any hassles.

- I. Payment to the selected agency for the services as per "Scope of Work" shall be based on following specific quantifiable outputs:
  - a. Development and deployment of application,
  - b. At the end of each month: Invoices shall be raised by the agency based on the total no. of locations visited and uploaded to the central server. The uploaded location count for period for which invoice has been raised shall be considered for certification of invoice.
  - c. Payment shall be made within seven days of receipt of invoice. Payment shall be made after deduction of Income Tax at source at applicable rates.

## **5. Complaints and Corrective Action**

Team Leader of the selected agency will be responsible to resolve any allegations of irregularity/illegal action of any person on behalf of the agency. He will be bound to give his response in writing to MC on any alleged irregular or illegal actions taken by the Agency within 7 days of receipt of such complain.

## **6. Penalties for Non-Performance**

### **6.1 Penalties**

In case of wilful in-action or incorrect information by the agency, a penalty of Rs. 200/- for each such incidence along with amount of applicable for payment for such location will be recovered from the agency.

### **6.2 Termination of Contract**

The contract of engaged agency will be terminated, as decided by RMC under any or all of following situations:-

- If the performance of the engaged agency is found to be non-satisfactory.
- If the engaged agency resorts to unfair practices;
- Provides false information consciously regarding survey activity;

The engaged Agency will be given a warning, in writing, and asked to improve performance. If performance is not improved within three months, RMC can replace such engaged Agency after serving a written notice for termination of contract.

The contract can be terminated by written notice from either side in a period of one Month. However, during the currency of contract all parties shall discharge their due obligations. RMC reserves the right to cancel the contract due to non-performance by the agency under the contract and/or agency not abiding to the code of conduct.

## **7. Responsibility of the RMC**

- Assist the Agency in getting ID cards, duly signed by Authorised person, within stipulated time;
- Make available all Enactments, Rules and Regulations Related to Advertisement Hoardings, RMC properties and hostels along with amendments from time to time ;
- Digitised data base in any form, if available;
- GIS and contact survey details, if and when available;

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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- Designate one officer, authorised by MUNICIPAL COMMISSIONER, to sign all letters and notices to be issued on behalf of RMC by the agency to the survey activities;
- Make available all the concerned officials for training and handholding for the use of the application
- Assist the agency, without which the Agency cannot achieve results against duties as stipulated in the “Scope of Work”.

**8. General Terms & Conditions**

- a. The engaged Agency shall be issued an appropriate Identity Card and also an Authorization letter by the RMC, within 7 days of the signing of the contract. The Agency should display the Identity Card with Photographs issued by the Agency and copy of Authorisation letter issued by the RMC before entering any premises. The Authorization Letter should mention prominently that the Agent/Agency is authorized to assess, carry out survey activity.
- b. If the concerned entity is not able to provide any evidence to the agency relating to compliance to prevailing laws and act of RMC, the engaged agency will act appropriately as approved by RMC from time to time.
- c. The engaged Agency or their representatives shall be held personally responsible for any risks while pursuing the assignment under this RFP.
- d. Any serious complaint against the agency or their representatives that is substantiated shall result in immediate cancellation of the contract including black listing of the agency for future business with RMC, forfeiture of the security deposit. RMC shall be free to take any action (including legal recourse) as deemed fit against the agency for its failure to follow the terms and conditions of the contract.
- e. The employees engaged by the agency in relation to survey activity to be rendered to the
- f. RMC shall be the sole responsibility of the agency as to their cost and consequences arising out of their engagement or conduct or any act of commission or omission.
- g. The engaged agency or their representatives, its Partners, Employees, and / or any affiliates shall be jointly and severally responsible and liable to the RMC for any loss arising out of any misappropriation / embezzlements / misuse or for any omission or for any act of negligence and agency shall indemnify RMC for the same.
- h. The engaged agency or their representatives shall not enter into any compromise negotiation with the defaulting entity without the express written permission of the RMC.
- i. The attested photographs of field personnel would need to be updated periodically by engaged agency.
- j. Neither the agency nor any of the personnel engaged by the agency for the purpose of the services whether owner, director, partner, employee, shall have employee and employer relationship with the RMC.

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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- k. The agency, its employees etc., shall not use the name, trademark and / logo of the RMC in any sales or marketing publication or advertisement or in any other manner.
- l. The agency shall not assign/ outsource the rights and obligation under the agency agreement without the express written permission of RMC.
- m. Engaged agency and/or their representatives shall work under the control of RMC;
- n. Agency will follow code of conduct mention in Annex II.



## **ANNEX-I**

### **CODE OF CONDUCT COMPLETELY BINDING ON SURVEYING AGENCY SELECTED FOR THE ASSIGNMENT**

1. The Agency shall not adopt or resort to any method, conduct or procedure in contravention of any law. The agency, in their survey, data collection activity and photography of location efforts, should not resort to intimidation of any kind, either verbal or physical, against defaulting customers including acts which intend to humiliate publicly or intrude their privacy or privacy of their family members making threatening and anonymous calls or making false and misleading representation. However, the agency shall be free to make aware the defaulting assesses the provisions in the Jharkhand Municipal Act, 2011 and relevant Rules and Regulations.
2. The employees or the agents if any engaged by the agency in relation to the survey services to be rendered to RMC shall be the sole responsibility of the agency as to their cost and consequences arising out of their engagement or conduct or any act of commission or omission.
3. The agency shall keep and treat all information whether verbal, written, or any documents received from RMC as confidential and shall exercise utmost care in preserving the confidentiality of such information. On expiry of the period of the agreement or sooner determination of the agreement, the agency shall return the entire information and material to RMC. The Agency shall maintain highest professional and ethical code of conduct in its business dealings and shall not divulge any information gathered during the course of the assignment to anyone.
4. The agency is authorized to represent RMC before the defaulting entity only for the sole purpose of speedy and effective compliance to the prevailing rules of RMC and for no other purpose whatsoever.
5. The agency, its Partners, employees, and/or any affiliates shall be jointly and severally responsible and liable to RMC for any loss arising out of any misappropriation/ embezzlements/ misuse or for any omission or for any act of negligence and the Agency shall indemnify RMC for the same.
6. The agency shall ensure that the acts, deeds, matters and things done or cause to be done under these presents are not in contravention of any law for the time being force in India.
7. The agency shall not enter into any negotiation with defaulting entity for a compromise, composition or waiver of rights of RMC without the expressed written permission of RMC.
8. The agency shall maintain a register giving complete details of dates, calls made, letters sent and follow up notes and shall also submit periodical reports in progress made in various cases.

**Selection of Agency for Application development, survey of the advertisement hoardings, properties of RMC and Hostels permanent and / or hostels operating in the RMC area.**

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9. The agency, its employees, Investigators shall carry an identity card to be issued by the Agency wherever field visits are carried out in the cases/ accounts are assigned.
10. The agency's executives who will call on the sites/ prospective citizen as customer will always be well dressed and will not visit the customer in a drunk or inebriated condition.
11. The agency hereby agrees that RMC or any person authorized by RMC has right to conduct audits of the relevant operations of survey agents, by its internal/ external auditors, or by agents appointed to act on its behalf and the copies of the audit report will be furnished RMC from time to time. The agency shall fully cooperate with such agency in respect of any internal or external audits.
12. The agency hereby agrees that they will preserve the documents and data in accordance with the legal/regulatory obligation of RMC in this regard and RMC will have rights to audit the process at any time.
13. The Agency will comply with all statutory requirements/ dues as applicable from time to time.
14. The agency will furnish MIS as may be desired by RMC on periodical basis.
15. The employees of the Agency shall carry ID Badge with photograph duly authorized by the Agency along with the authorization on official letterhead of RMC from its authorised person.

\*\*\*\*\*EOD\*\*\*\*\*