

**REQUEST FOR PROPOSAL (RFP) DOCUMENT
FOR
SELECTION OF FIRM/ AGENCIES FOR SURVEY, ASSESSMENT,
COLLECTION AND RECOVERY
OF
HOUSE TAX, TRADE LICENSE FEE & WATER USER CHARGE IN
MUNICIPAL AREA UNDER RANCHI MUNICIPAL CORPORATION**



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SCHEDULE OF BIDDING PROCESS

S.No	Particulars	Date & Time
1	Date of publication of Tender on Website	08.07.2013
2	Last date for receiving queries	16.07.2013
3	Date of Pre-Bid meeting	19.07.2013
4	Date/ Time for receipts of bids	31.07.2013 upto 3.00 pm
5	Date of Bid opening	31.07.2013 at 4.00 p.m
6	Announcement of Selected Bidder	Announced later on

Ranchi Municipal Corporation (RMC) invites proposals to provide the following services:

Selection of Firm/ Agencies for Survey, Assessment, Collection and Recovery of House Tax, Trade License Fee & Water User Charge in Municipal Area under RMC.

1. The Background Information and Terms of Reference for the services are provided in Section 5 of the Request for Proposal (RFP)
2. 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.
3. The RFP includes the following documents:
 - Section 1 - Instructions to Consultants (including Data Sheet)
 - Section 2 - Technical Proposal - Standard Forms
 - Section 3 - Financial Proposal - Standard Forms
 - Section 4 - Terms of Reference
4. A Pre-proposal meeting has been scheduled for 19.07.2013 at the office of the undersigned at 4.p.m, where all issues/clarifications could be discussed and finalized.
5. The deadline for receipt of proposals shall be 31.07. 2013 upto 3.00 pm
6. 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 CONSULTANTS

Definitions

- a) "RMC" means Ranchi Municipal Corporation;
- b) "Employer/Client" means the RMC
- c) "Firm/Agencies" means any private or public entity including a Consortium that will provide the Services to the RMC under the Contract.
- d) "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 may be amended or supplemented, and the Appendices.
- e) "Consortium" means group of entities coming together to implement the Project;
- f) "Consortium Member" means each entity in the Consortium shall be referred to as a Consortium Member;
- g) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- h) "Day" means calendar day.
- i) "Government" means the Government of Jharkhand.
- j) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- k) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- l) "Proposal" means a technical proposal or a financial proposal, or both.
- m) "QCBS" means Quality- and Cost-Based Selection.
- n) "RFP" means this Request for Proposal.
- o) "Services" means the work to be performed pursuant to the Contract.
- p) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- q) "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 Consultant, and expected results and deliverables of the assignment.

1. INTRODUCTION

General

- 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:
 - i) If a Firm/Agency combines the function of consulting with those of contracting and/or supply of equipment; or
 - ii) If a Firm/Agency is associated with or affiliated to a contractor or manufacturer; or
 - iii) 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 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
 - iv) If there is a conflict among such assignments, the Firm/Agency (including its personnel and sub-consultants) 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 behavior 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).
- 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 (including Consortium Members) submits or participates in more than one proposal, such proposals shall be disqualified.

Association Arrangements and Consortium

1.9 In case a Firm/Agency intends to be the lead firm in an Consortium, each Consortium Member shall be a legal entity.

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 the lead Member and shall be solely liable under the Contract, or

- (b) However, Consortium up to 3 members are allowed.

In the event that the Firm/Agency forms a Consortium as described above, the Firms/Agencies shall submit a copy of the letter of association or the Memorandum of Understanding (MoU), as the case may be, with its Technical Proposal. In the case of a Consortium, the Firms/Agencies shall also submit a power of attorney (executed by all partners) that authorizes the designated lead Member of the Consortium to act for and in behalf of the Consortium and to legally bind such Consortium in any contractual or similar documentation. Letter(s) of association, MoU, and Power of Attorney referred to herein, shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the Technical Proposal of such Firm/Agency.

- (i) A Firm/Agency cannot add or replace or otherwise change the composition of the Consortium.
- (ii) None of the firms or experts proposed in an association should be the subject of a sanction by the Client.
- (iii) Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Proposal Validity

- 1.11 The Data Sheet indicates how long the Firm/Agency' 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 have 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 non-responsive.
- 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 up to ten (10) days 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's 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's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

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 non-responsive.

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	i) maximum two (2) pages introducing the firm and associate firm(s) background and general experience (Form TECH-2A). ii) relevant completed projects in the format of Form TECH-2B illustrating firm and associate(s) firm's relevant experience. 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
Work Plan	As per Form TECH-7

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 and each Associate.
- i). A brief description of the organization and outline of recent experience of the Firm/Agency and each associate 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 or as one of the major participating firms within an association (Joint venture/ Consortium). Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Firm/Agency, or its Associate(s), but can be claimed by the

- 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 relationships amongst the Firm/Agency, Consortium Members, 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

- 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. is a current employee of the executing agency (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 Consultants 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 Firms/Agencies themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who signed the Proposal.
- 6.2 An authorized representative of the Firm/Agency shall initial all pages of the original copy of the Financial Proposal. No other copies are required.
- 6.3 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.
- 6.4 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.
- 6.5 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 or any of its Consortium Member 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 or any of its Consortium Member 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 Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of Financial Proposals. (Consultants' 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 aloud.
 - (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 aloud 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:

$$Pf = 100 \times Fm/F$$

Where:

- Pf is Financial Score
- Fm 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:

$$\text{Composite Score} = (Pf \times 0.3) + (Pt \times 0.7),$$

Where:

- Pt 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 Eligible Bidder(s) securing same overall score, as preferred bidder
or
 - 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 Consultants 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 consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft Unconditional Bank Guarantee (in prescribed format)/ in favour of "Chief Executive Officer, Ranchi Municipal Corporation" payable at Ranchi, Jharkhand, from any nationalised or scheduled commercial Bank in India for an amount equivalent to 15,00,000 (Fifteen lacs) 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 month and rectification of errors, if any, found during appraisal/approval of Reports by competent authorities whichever is later.

Section 2: DATA SHEET TO INSTRUCTION TO CONSULTANTS

S.No	Instruction
1.1	Name of the Client: Ranchi Municipal Corporation (RMC)
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: 19.07. 2013 at 4.00 pm Venue:
4	The Client will provide the following inputs and facilities: As mentioned in Terms of Reference (ToR)
5	Add Clause 1.10.(v): Association Arrangements/ Consortium with other firms/agencies for this assignment are permitted for this assignment as under:- All the Consortium Members shall collectively 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	The applicant Firm/Agency is required to deposit, along with its proposal, a Bid security equivalent to amount mentioned below (the “ Bid Security ”) refundable not later than 120 (One Hundred Twenty) days from the Proposal Due Date except in the case of the preferred [lowest/highest] Consultant. 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 Chief Executive Officer, 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 Applicant Consultant from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid security refundable of Rs. 50,000 (Rupees Fifty Thousand Only) to be submitted in format prescribed at Appendix-III to Data Sheet.
8	Clarifications may be requested not later than 10 days before the submission date. The address for requesting clarifications is: CEO, Ranchi Municipal Corporation, near kutchery , Ranchi, Jharkhand
9	The Addendum, if any, shall be uploaded on referred websites and shall be binding on Applicant Consultant.
10	Add the following text: The technical proposal shall also include documents establishing eligibility criteria as

	defined in Notice inviting Request For Proposal (RFP).															
11	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.															
12	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.															
13	<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 terms of a fixed percentage (%) of actual realisation of House Tax in municipal area under RMC mentioned 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>															
14	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.															
15	Proposals must be submitted no later than the following date and time: Date: 31.07.2013 Time: 3.00 pm															
16	<p>Technical Proposals shall be evaluated on the basis of following pre-identified criteria:</p> <p>(a) Following Technical criteria that would be considered for selection of preferred bidder:-</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S.No</th> <th style="width: 70%;">Criteria</th> <th style="width: 20%;">Score Allocated</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Firms General Experience & Experience in Similar Assignments</td> <td style="text-align: center;">400</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Approach & Methodology for proposed assignment</td> <td style="text-align: center;">500</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Qualification and Experience of Team Leader & Other Key Professionals</td> <td style="text-align: center;">100</td> </tr> <tr> <td colspan="2" style="text-align: left;">Total Score</td> <td style="text-align: center;">1000</td> </tr> </tbody> </table> <p>(b) 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. Firms securing 750 and above marks will be held technically responsive by RMC.</p> <p>(c) Narrative Evaluation Criteria and Detailed Marking Scheme is attached at Appendix-I & Appendix-II to Data Sheet</p>	S.No	Criteria	Score Allocated	1	Firms General Experience & Experience in Similar Assignments	400	2	Approach & Methodology for proposed assignment	500	3	Qualification and Experience of Team Leader & Other Key Professionals	100	Total Score		1000
S.No	Criteria	Score Allocated														
1	Firms General Experience & Experience in Similar Assignments	400														
2	Approach & Methodology for proposed assignment	500														
3	Qualification and Experience of Team Leader & Other Key Professionals	100														
Total Score		1000														

17	Expected date for public opening of Financial Proposals: will be communicate later
18	Replace with following text: Quality and Cost Based Selection (QCBS) method will be adopted for evaluation and award of this assignment.
19	Expected date for contract negotiations: will be communicate later
20	Expected date for commencement of consulting services: will be communicate later
21	The duration of the assignment shall be Thirty Six (36) months.
22	Add following text: The consulting firm 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.
23	Performance Security: The consultant will 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 “Cheif Executive Officer, 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 15,00,000.

Appendix-I to Data Sheet

NARRATIVE EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

I. Firm’s General Experience and Experience in Similar Assignments (400 Points)

A General Experience of Firm (160 points)

Criteria: The extent and depth of experience of the Firm/Agency and its consortium members, if any, in survey and/or assessment and/or collection and/ 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 (160 points)

Criteria: Extent of experience in number of households covered in collection

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

C Experience in Similar Projects survey, assessment, collection and recovery of tax or non tax for ULBs (80 points)

Criteria: The extent and depth of experience of the Firm/Agency and its consortium members survey, assessment, collection and recovery of tax or non-tax of ULBs and/or public 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. A Firm/Agency who has primary responsibility (i.e. the lead member) will be given a score higher than a consultant whose Firm/Agency was secondary (Consortium Member).

II. Approach and Methodology (500 Points)

A Understanding of Objectives (75 points)

Criteria: General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment.

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

General Understanding	60
-----------------------	----

Components coverage	20
Site visit	20

B Quality of Methodology (100 points)

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

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 (50 points)

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 (75 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 (75 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 (50 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 (75 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.

III. 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%)
- (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	Team Leader cum Municipal Finance Expert	1	24	MBA/CA/ICWA with minimum 10 years experience in project management involving financial studies, survey/ assessment/ collection of data and/ or recoveries.	75
2	Surveyor/Valuer	1	24		25
3	Support Staff	As Per Requirement			

Appendix-II to Data Sheet

DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

S.No	Criteria	Weightage (%)	Maximum Marks
1	Firms General Experience & Experience in Similar Assignments	100%	400
A	General Experience of Firm	40%	160
i)	1 to 2 Projects		80
ii)	3 to 4 Projects		120
iii)	More than 4 Projects		160
B	Experience in number of households covered	40%	160
i)	Upto 1,00,000 household		80
ii)	1,00,000 to 2,00,000 households		120
iii)	More than 2,00,000 households		160
C	Experience in Similar Projects: Experience in " for Survey, Assessment, Collection and Recovery of House Tax" EVALUATE AS PER THE FOLLOWING SUB-CRITERIA	20%	80
i)	1 to 2 Projects		60
ii)	3 to 4 Projects		70
iii)	More than 4 Projects		80
2	Approach & Methodology for proposed assignment	100%	500
A	Understanding of Objectives	15%	75
i)	General Understanding (60%)		45
ii)	Components coverage (20%)		15
iii)	Site visit (20%)		15
B	Quality of Methodology	20%	100
C	Innovativeness/Comments on Terms of Reference	10%	50
D	Work Program	15%	75
E	Personnel Schedule	15%	75
F	Counterpart Personnel and Facilities	10%	50
G	Proposal Presentation	15%	75
3	Qualification and Experience of Team Leader & Other Key Professionals	100%	100
A	Team Leader cum Finance Specialist – Experience	75%	75
i)	General experience such as academic qualification and the number of years of experience in any undertakings	40%	30
ii)	Project related experience based on the number of relevant projects implemented related to ULBs	20%	15

Selection of Firm/Agencies for Survey, Assessment Collection and Recovery of House Tax, Trade License Fee
& Water User Charge in Municipal Area under RMC.

iii)	Experience in any other Project	20%	15
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	20%	15
B	Surveyor	25%	25
i)	General experience such as academic qualification and the number of years of related experience.	40%	10
ii)	Project related experience based on the number of relevant projects related to survey and valuation of assets implemented in ULBs /Government undertaking	20%	5
iii)	Experience in any other Project	20%	5
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	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 Kutchury 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 _____ [and acting on behalf of its Consortium] (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 **Survey, Assessment, Collection and Recovery of House Tax in Municipal Areas under Ranchi Municipal Corporation at Ranchi** (hereinafter referred to as "the Project"). 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 the Bank] 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 fulfillment 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 fulfill 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 fulfillment 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 fulfill and comply with the terms and conditions contained in 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. 50,000/- (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 fulfillment 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 v 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 fulfillment 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.
 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 who 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,

Chief Executive Officer,
Ranchi Municipal Corporation
Kutchary Road,
Ranchi, Jharkhand – 834001

Phone: 0651-2211215, 2203469

Fax: 0651-2211777

Dear Sir,

We, the undersigned, offer to provide the services for survey, assessment, collection and recovery of house tax 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 without entering in any consortium. [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)

We are submitting our Proposal in consortium with: [Insert a list with full name and address of each Consortium Member]. Attached is the following documentation: [letter(s) of association or Memorandum of Understanding and power of attorney for lead member of Consortium]

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 consulting 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: _____

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 Survey, Assessment, Collection and Recovery of House Tax 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 Cotract 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, 2013.

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.*

Format for Power of Attorney for Lead Member of Consortium

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

(Refer Clause 2.2.4)

Whereas the Ranchi Municipal Corporation (“the RMC”) has invited applications from firms/ agencies for the Survey, Assessment, Collection and Recovery of the House Tax in municipal area under Ranchi Municipal Corporation, Ranchi, Jharkhand (the “Project”).

Whereas,

....., (name of the Firms/ Agencies)

..... and

..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and RMC to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,

M/s. having our registered office at, and

M/s. having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and; in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the RMC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the RMC.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature)

.....
(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

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.*
- *Also, 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.*

Format for Memorandum of Understanding (incase of Consortium)

This Memorandum of Understanding (MoU) entered into this ____ day of _____ 2013 at ____

Among

_____ (hereinafter referred as "_____") and having office at __, India Party of the First Part

_____ (hereinafter referred as "_____") and having office at __, India Party of the Second Part

And

_____ (hereinafter referred as "_____") and having office at __, India Party of the Third Part

The parties are individually referred to as **Party** and collectively as **Parties**.

WHEREAS Ranchi Municipal Corporation has invited Proposal for Selection of Firms/Agencies for Survey, Assessment, Collection and Recovery of House Tax, Trade License fee & Water User Charge in municipal area under Ranchi Municipal Corporation, Ranchi, Jharkhand, for a Contract Period (the "Concession Period") of 3 (three) years.

The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

It is a necessary condition under the RFP document that the members of the Consortium shall enter into a MoU and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1. The Firm/ Agencies (Parties) do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

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

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the

Bidding Process and until the Appointed Date under the Contract when all the obligations shall become effective;

- b) Party of the Second Part shall be responsible for.....
- c) Party of the Third Part shall be responsible for.....

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Draft Contract

5. The parties undertake that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

6. Representation of the Parties

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

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and RMC to enter into this Contract;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in accordance with the Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the RMC to the Bidder, as the case may be.

8. Miscellaneous

8.1. This MoU shall be governed by laws of India.

8.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the RMC.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
FOURTH PART by:
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and RMC to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

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 and, if applicable, Consortium Member for this assignment, with following summary sheet]

Name of the Firm/Agency (Lead Member in case of Consortium):	
Name of the Consortium Member:	
Address of Registered Office of Lead Firm/Agency:	
Year of Establishment:	
Contact Person with Contact Details:	
Annual Turnover* in last three years (Rs in Lakhs) FY 2011-12 FY 2010-11: FY 2009-10: Average Annual Turnover for above three Financial Years: *Audited Statements to be enclosed	
Net worth of Agency :	
Current Contract Commitments: (Rs in Lakhs	
Experience: ❖ Number of years: ❖ Total assignments: ❖ Assignments completed in last 3 years: ❖ Similar Assignments in last 3 years:	
Any Award or Felicitation received by your Agency:	
Any Other Relevant Details:	

{ Attach Separate sheets for all Consortium Members }

Firm’s Name:

Signature of Authorized Representative:

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 or as one of the major companies within a consortium, 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; Duration of Assignment:
Start date (month/ year) :	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 Services Provided by Your Staff:		

*(Certificate from Employer regarding experience should be furnished)

Use separate sheet for each Eligible Project.

Firm's Name:

Signature of Authorized Representative:

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.

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. You shall also specify if you will be the lead firm in a Consortium.

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 (full-time/ other)	Education/ Degree (Year / Institution)	Education/ Degree (Year / Institution)	CV signature (by expert/by other)

Support Staff:

S.No	Surname, Name	Position	Task Assignment

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]

1	Proposed Position	:																																									
2	Name of the Firm	:																																									
3.	Name of the Staff	:																																									
4.	Date of Birth	:			Nationality	:																																					
5.	Education	:	Degree	Institution	Year																																						
6.	Professional Memberships	:																																									
7.	Other Training/ publications	:																																									
8.	Countries of work experience	:																																									
9.	Languages	:	Language	Speak	Read	Write																																					
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			Hindi																																								
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11.	Detailed Task Assigned	:																																									
12.	Work Undertaken that Best Illustrates Capability to Handle the Tasks	:																																									

(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.

FORM TECH-6: PERSONNEL SCHEDULE

Use your own format

FORM TECH-7: WORK SCHEDULE

Use your own format

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 annum basis and shall be inclusive of all taxes and duties.

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

Chief Executive Officer,
Ranchi Municipal Corporation
Kutchary Road,
Ranchi, Jharkhand – 834001

Phone: 0651-2211215, 2203469

Fax: 0651-2211777

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated (Insert Date) and our Technical Proposal. Our attached Financial Proposal is for the 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.

FORM FIN-2: SUMMARY BY COSTS

Project Title: SELECTION OF AGENCIES FOR SURVEY, ASSESSMENT, COLLECTION AND RECOVERY OF HOUSE TAX IN MUNICIPAL AREA UNDER RMC

S.No	Description of Services	Services Fee in (as per ITC clause 5.4)	
		(Percentage in figure)	(Percentage In words)
1	Total fee in percentage for realisation of tax and non tax for providing services for Survey, Assessment, Collection and Recovery of House Tax, Trade license fee & Water User Charge in Municipal area under RMC		
2	Service Tax as per prevailing rates		

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

SECTION 4: TERMS OF REFERENCE (ToR)

SELECTION OF AGENCIES FOR SURVEY, ASSESSMENT, COLLECTION AND RECOVERY OF HOUSE TAX, TRADE LICENSE FEE & WATER USER CHARGE IN MUNICIPAL AREA UNDER RMC.

1. Introduction

RMC is soliciting sealed proposals from eligible agencies to assist in surveying, assessing, collecting & recovery of House Tax, Trade license fee & Water User Charge in jurisdiction of Ranchi Municipal Corporation.

2. Objective

This is a Request for Proposal from RMC for Selection of Agencies for Survey, Assessment, Collection and Recovery of House Tax, Trade license fee & Water User Charge due from all Assesses in jurisdiction of Ranchi Municipal Corporation. The objective is to achieve full and complete coverage of all assesses in respect of House Tax, Trade license fee & Water User Charge and also achieve at least 90 % collection of assessment.

The term of the contract and services provided by the engaged agency are anticipated to begin in August 2013, till 31 march 2016 with the option to renew for three years in. Renewal will be contingent upon satisfactory performance evaluations by the Ranchi Municipal Corporation.

3. Scope of Work

The scope of work for the collection agency shall be as indicated below –

- i) Collect the required information and assess the properties/trade/water users as per the Self-Assessment Form provided/ approved by RMC in accordance with act, rules & regulation.
- ii) Enter and update the software System in respect of assessment and other information including last payment details and photocopy of Receipt collected from owners and generate Demand and Unique Property ID under the supervision of RMC officials.
- iii) Updation of digitized software Demand on current basis from physical assessment/ Self-Assessment Forms received by RMC.
- iv) Enter and update the digitized System in respect of Assessment as per policy laid by RMC.
- v) where property Owner refuses to co-operate with the engaged agency for correct assessment flag the digitized system accordingly;
- vi) Indicate the reasons why the Assessment and/or collection could not be done indicating specific reason like “Non- co-operation by Assessee” with date(s) of visits/ follow ups in the Digitised PT system;
- vii) Print Challan/Receipt in triplet;
- viii) Collect Cash/Cheques/Demand Drafts from assesses as demand mentioned in generated

- Challan/Receipt Use handheld devices for generation of instant receipts linked with back office operations and for banking records.
- ix) Deposit Cash, Cheques/Demand Drafts in approved accounts within 24 hours
 - x) Engaged agency shall provide one copy of Challan/Receipt with requested MIS to RMC on weekly basis;
 - xi) Update the digitized database of RMC on current basis with payment detail, after cash is deposited and/ or cheques are encashed;
 - xii) Make arrangement for sending SMS through system to the assessee's mobile number on real time basis as soon as payment enters in digitised system;
 - xiii) Obtain a photocopy of the actual last payment made by assessee and keep safe this record in digitised form and ensure that the digitized system is updated with all payment details;
 - xiv) Ensure that payment is received through strict compliance and strict enforcement of all procedures as per Jharkhand Municipal Act 2011;
 - xv) Use Recovery Processes through assigned Nodal Officer from RMC for signing Notices etc.;
 - xvi) Refer the disputes by the Tax payers regarding Assessment and demand of House Tax and/or Vacant Land Tax to the RMC for resolution;
 - xvii) Set-up a help-desk, on-line as well as telephone service during working hours, for facilitating citizens of RMC to provide information on collection process, dues etc. and register grievances raised by citizen against any discrepancies. This help-desk shall also provide information about payments made by tax/non-tax payers. Collection agency shall maintain complete audit trail about the recorded feedback/grievance/enquiry Collection agency shall make available all information related to feedback/grievance/enquiry to RMC periodically and as and when required.
 - xviii) To integrate a SMS Gateway with E-Gov.; so that if assessee wants to prefix appointment, he may Call, SMS E-Gov. Cell, in turn the agency will be informed about the preferred time of visit.
 - xix) The engaged agency shall take the meter reading from the water user consumer for generation of water bill.
 - xx) All the digitized system should used standard Database MS-SQL server with proper documentation of database with all the right to RMC.
 - xxi) The engaged agency shall provide web based dashboard for RMC staff & management for viewing the completed/pending tasks and able to generate the various report related to assessment, demand, collection etc. It's should be customizable based on requirements and the engaged agency should make it available without any delay.

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.

4.1 Payment to the selected agency for the services as per “Scope of Work” shall be based on following specific quantifiable outputs:

At the end of each month: “Agreed bid rate” % of actual collections (after realisation of all cheques) during the month less TDS.

Provided that no payment shall be made unless the engaged agency achieve 7.5% of Annual target in the reporting month.

4.2 Following provisions shall form part of the Contract/ Agreement between the selected agency and the RMC:-

The designated Bank, where collections are deposited, shall be asked to transfer the amount computed at agreed bid rate on actual collections for each week, in a Special Escrow Account and disbursed regularly every month to the selected agency.

The Service charges due to the Agency on the basis of the approved % rate net of TDS will be transferred to agency accounts automatically on monthly basis in the first week of the month succeeding the month of work. The commission shall be payable to the agency only on the amount that is actually recovered by RMC through the deployment of the agency. No commission shall be payable against the bounced Cheque.

No payment, such as transportation, legal expense, stationary, telephone charges, etc., other than percentage Service charges on recovered amount would be paid by RMC to the selected agency. Payment shall be to 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 the UD&HD and RMC 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 loss of property tax due to wilful in-action or incorrect information by the agency, a penalty of Rs. 200/- for each such incidence along with amount of such loss will be recovered from the agency. The Co-ordination Team cell shall levy the penalty at the request of Revenue Officer of RMC.

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 and fall below

benchmarks set up by Revenue Enhancement Co-ordination Team /Cell;

- If the engaged agency resorts to unfair practices in collection & recovery processes;
- Provides false information consciously regarding assessment and collection by its staff;
- Fails to meet collection targets, as agreed, mutually by engaged agency.

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 CEO, within stipulated time;
- Make available all Enactments, Rules and Regulations Related to Assessment, Collection and Recovery of Tax and Non-Tax along with amendments from time to time ;
- Make available Self-Assessment Form, as applicable;
- Make available copies of all standard SA forms, filled in by Assesses, as per Jharkhand Municipal Act 2011
- The latest details of roads as Principal , Main and others categories and as and when amended with effective dates;
- All information about Assesses with RMC in respect of House Tax, Trade License, Water User
- Digitised data base in any form, if available;
- GIS and contact survey details, if and when available;
- Designate one officer , authorised by CEO, to sign all letters and notices to be issued on behalf of RMC by the agency to the assesses for assessment, collection or recovery processes;
- Details of Bank accounts of RMC where collections are to be deposited on timely basis; and
- 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 tax and non-tax payer's premises. The Authorization Letter should mention prominently that the Agent/Agency is authorized to assess, take recovery actions as per Regulations and collect the outstanding dues of House/ Property Tax and/or Vacant Land Tax only by Cheque/DD (and not in cash in any circumstances).

- b. The Agency shall be authorized to collect payment through an Account Payee crossed Cheque or DD only drawn in favour of "Chief Executive officer or Municipal Commissioner, Ranchi Municipal Corporation at the time of contract". The agency shall not receive any Cheque / Draft in their names.
- c. During the course of interaction with the tax and non-tax payers, Agency or their representatives may come across cases where the tax and non-tax payers have already paid. In such cases Agent/Agency will politely request the customers to provide suitable evidence of payment (e.g. a photocopy of the entry in his/her Bank Pass Book or of a receipt issued by the office where paid). The engaged Agency will reassess the property and compare the payment amounts and actual due tax as per system generated Challan and collect the differential amounts, if any, after providing the Challan copy to the assessee. Agency will be entitled to get commission on differential amount deposited with the Account with the designated Bank.
- d. If assessee is not able to provide any evidence to the agency relating to last payment of tax. The engaged agency will collect current dues and a declaration from assessee about no arrear. The agency will transfer the collected information along with declaration to the RMC for final assessment.
- e. The engaged Agency will not be entitled for receiving due commission on tax or non tax collected by other means.
- f. The engaged Agency or their representatives shall be held personally responsible for any risks while pursuing the assignment under this RFP.
- g. 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.
- h. The employees engaged by the agency in relation to collection services to be rendered to the 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.
- i. 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 the collection agency or their representatives shall indemnify RMC for the same.

- j. The engaged agency or their representatives shall not enter into any compromise negotiation with the defaulting tax payers without the express written permission of the RMC.
- k. The attested photographs of field personnel would need to be updated periodically by engaged agency.
- l. The RMC shall not be liable to pay any remuneration or compensation or any other charges or expenses, taxes or levies etc., to the agency or any of its personnel except the percentage commission agreed to be paid by the RMC under the agreement.
- m. 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.
- n. 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.
- o. The agency shall not assign/ outsource the rights and obligation under the agency agreement without the express written permission of RMC.
- p. Engaged agency and/or their representatives shall work under the control of RMC;
- q. Agency will follow code of conduct mention in Annex II.

ANNEX I

CODE OF CONDUCT COMPLETELY BINDING ON COLLECTION 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 dues collection 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 regarding collections and recovery of Tax and Non-Tax arrears.
2. The employees or the agents if any engaged by the agency in relation to the collection 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 customer only for the sole purpose of speedy and effective collection of money due and payable to 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 customers 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.
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 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 collection 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 collection agency shall carry ID Badge with photograph duly authorized by the collection agency along with the authorization on official letterhead of ULB from its CEO.