



MUNICIPAL CORPORATION BHILAI

Request for Proposal (106137)

For

SELECTION OF AGENCIES FOR UPDATION OF EXISTING DATA ALONG WITH DOOR-TO-DOOR COLLECTION AND RECOVERY OF PROPERTY TAX, COMPOSITE TAX, WATERUSER CHARGES, MUNICIPAL TAXES, MUNICIPAL LICENSE FEE, ADVERTISEMENT TAX, C&D WASTE FINE/PENALTY COLLECTION, ETC. FOR MUNICIPAL CORPORATIONS OF BHILAI IN CHHATTISGARH.

MUNICIPAL CORPORATION BHILAI

G.E.Road Supela Bhilai, Chhattisgarh

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DISCLAIMER

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of MUNICIPAL CORPORATION BHILAI for their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for BMC, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. BMC, their respective employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

BMC may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. Updated RFP document will be available in referred departmental website.

Request for Proposal (106137)

Reference No.IV/III/PTO/BMC/2022

BHILAI Dated: 17/08/2022

BMC invites online proposal from Reputed and Experienced Agencies to provide the services for **“UPDATION OF EXISTING DATA ALONG WITH DOOR-TO-DOOR COLLECTION AND RECOVERY OF PROPERTY TAX, COMPOSITE TAX, WATER USER CHARGES, MUNICIPAL TAXES, LICENSE FEES, ADVERTISEMENT TAX AND C&D WASTE FINE /PENALTY COLLECTION ETC. FOR MUNICIPAL CORPORATIONS OF BHILAI CHHATTISGARH”**.

The information cum RFP docket can be obtained from office or downloaded from website: bhilainagarnigam.com , <http://uad.cg.gov.in> and portal <http://eproc.cgstate.gov.in/>. While submitting downloaded docket a DD for Rs. 5000.00 drawn in favor of COMMISSIONER. MUNICIPAL CORPORATION BHILAI, Payable at BHILAI shall be submitted. Proposal as per RFP along with EMD of Rs. 5.00 Lakh and required documents should be submitted online latest by 07/09 /2022 till 17:30 hrs. Modifications / Amendments / Corrigendum if any shall not be advertised in the newspaper, but shall be published in the website only. The COMMISSIONER reserves the rights to change the terms and conditions, select/ reject any application without assign in any reason thereof.

Note:–

1. All intended bidders are advised to complete registration process on time to bid for which they may email at helpdesk.eproc@cgswan.gov.in and contact on CG e-proc help desk on toll free number 1800-258-2502 (9 AM to 11 PM)
2. There shall be training of operators of intended bidders for online submission after pre-bid meeting.

COMMISSIONER MUNICIPAL CORPORATION BHILAI

Key Information & Event Schedule

S. No.	Description	
1.	Web address to download the RFP	www.bhilainagarnigam.com https://eproc.cgstate.gov.in/ , http://uad.cg.gov.in/
2.	Date of Publishing/Uploading of RFP In website and e-procurement site.	Date 17/08 /2022 AT 17.30 pm
3.	Last date of receipt of Pre-Bid Queries	Date: 26/08 / 2022 AT 17.30 pm
4.	Date of Pre– Bid meeting	Date: 29/08 /2022 Time : 11:00 hrs MUNICIPAL CORPORATION ,BHILAI
5.	Release of Amendment /Corrigendum if required in website/ Procurement site only.	Date: / / 2022
6.	Last date and time for online Submission of RFP Proposal(Bid Due Date)	Up to Date: 07/09/2022 till 17:30 hrs
7.	Mode of Submission of RFP	Online: http://eproc.cgstate.gov.in/
8.	Last date and Address for physical submission of EMD / Technical Proposal by Speed/Registered Post Only	Up to Date: 09/09/2022 Time 17:00 hrs EE(PROJECT), MUNICIPAL CORPORATION BHILAI G.E.ROAD ,SUPELA ,BHILAI ,PIN 490023
9.	Date of Opening of Technical Bid	12 /09 /2022 at 11:00 hrs
10.	Date of Opening of Financial Bid & Shortlisting.	Will be intimated online only.
11.	Cost of RFP Document	Rs.5000/-Demand draft infavour MUNICIPAL COMMISSIONER , MUNICIPAL CORPORATION BHILAI, payable at Bhilai
12.	Earnest Money Deposit	Rs.5,00,000/-in the form of FDR in the name of Executive Engineer,MUNICIPAL CORPORATION BHILAI.
13.	Representative/Contact Person of BMC, for further information	Name: Shri Narendra Kumar Banjare (DMC) Contact: 9977636468 Technical Help : Shri Dileep Kurve Contact: 9981314371

Abbreviations

BDD	Bid Due Date
BG/PBG	Bank Guarantee/Performance Bank Guarantee
BMC	BHILAI MUNICIPAL CORPORATION
IEC	Information, Education and Communication
ISO	International Organization for Standardization
Jv	Joint Venture
LoI	Letter of Intent
LOA	Letter of Award
PAN	Permanent Account Number
PoA	Power of Attorney
PSD/SD	Performance Security Deposit/Security Deposit
RFP	Request for Proposal
SLA	Service Level Agreement
SoW	Scope of Work
TIN	Tax Identification Number
TOR	Terms of Reference
WO/PO	Work order/ Purchase Order
ULB	Urban Local Body

Term/Abbreviation	Definitions
Applicable Law	Shall mean all laws, brought into force and effect by the Government of India or the State Government of Chhattisgarh, including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the contract Agreement.
Employer/Client	BMC
Firm/Agencies	Any private or public entity that will provide the Services to the BMC under The Contract.
Contract	The Agreement entered between the client and the agency as recorded in the Contract form signed by both the parties, including all attachments and Annexes thereto, the RFP and all Annexes thereto and the agreed terms as set out in the proposal, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
Data Sheet	Such part of the Instructions to Firm/Agencies used to reflect specific ULB and assignment conditions.
Consortium/JV	Means group of entities coming together to implement the project
Business Day	Means any day that is not a Sunday or a public holiday (as per the official holidays) observed by Government of Chhattisgarh.
Government	The Government of Chhattisgarh and shall include its legal representatives, successors, and permitted assignees.

Instructions to Firm/Agencies	(Section 3 of the RFP) the document which provides Firm/Agencies with all information needed to prepare their Proposals.
Personnel	Qualified persons provided by the Consultant and assigned to perform the Services or any part thereof
Proposal	A technical proposal or a financial proposal, or both.
Services	The work to be performed pursuant to the Contract.
Terms of Reference(TOR)	the document included in the RFP as Section 2 which explains the objectives, scope of work, activities and tasks to be performed, respective Responsibilities of the Client and the Firm/Agency and expected results and deliverable of the Assignment.
Authorized Signatory	The bidder's representative/ officer with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney (PoA) from the competent authority of the respective bidding firm.
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in term of the provisions of the bidding Documents
First Party	BMC/ULB
Project Site	"ProjectSite", wherever application where the project implementation is to be carried out
Second Party	Selected Firm/Agency
Selected Bidders	Shall mean the Bidder that has been issued the Letter of Award by the Municipal Corporation, Bhilai for the project.
SLA	Service Level Agreement is a negotiated agreement between two parties where in one is BMC and the other is the selected bidder. It is a service contract where the level of service is formally defined. In practice, the term SLA is some times used to refer to the contracted delivery time(of the service) or performance.
Writing	Shall include matter either in whole or in part in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.

INTERPRETATION:

In this RFP unless a contrary intention is evident:

1. the clause headings are for convenient reference only.
2. unless otherwise specified a reference to a clause number is a reference to all of its subclauses.
3. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this RFP including any amendments or modifications to the same from time to time.
4. a word in the singular includes the plural and a word in the plural includes the singular.
5. a word importing a gender includes references to the female, male and neuter genders.

6. a reference to persons or parties shall include firms, corporations and/or any legal entity or any organization having legal identity.
7. a reference to legislation includes legislation repealing, replacing, or amending that legislation.
8. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

SECTION 1

Instruction to Firm/Agencies

1. INTRODUCTION

1.1. General

- 1.1.1. MUNICIPAL CORPORATION BHILAI (BMC), Govt. of Chhattisgarh, India will select firm/agency/organizations (Firms) in accordance with the method of selection specified in the Data Sheet.
- 1.1.2. 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 five towns in the State included for this RFP.
- 1.1.3. 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, attend the contract negotiations etc.
- 1.1.4. BMC is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of contract, without there by incurring any liability to the Firms/Agencies.
- 1.1.5. 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.

2. BACKGROUND OF THE PROJECT

- 2.1. BMC, a nodal agency under Urban Administration & Development Department, Govt. of Chhattisgarh intends to engage firms/agencies which have capabilities, experience & resources to carry out work for UPDATION OF EXISTING DATA ALONG WITH DOOR TO DOOR COLLECTION AND RECOVERY OF PROPERTY TAX, COMPOSITE TAX, WATER USER CHARGE, MUNICIPAL TAXES, MUNICIPAL LICENSE FEE, ADVERTISEMENT TAX, SADAK BADHA SHULK AND C&D WASTE FINE /PENALTY COLLECTION ETC. FOR MUNICIPAL CORPORATIONS BHILAI IN CHHATTISGARH on revenue sharing model. Initially the project would be implemented; sharing model The firm/agency would have to prove their impact with in a period of 09 months after signing the agreement. This is an initiative to bring in more transparency, efficiency and effectiveness in the services rendered by these ULBs to the citizens, as well as to improve their internal operations and revenue collection efficiency.

3. CONFLICT OF INTEREST

- 3.1. BMC 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 too their clients or that may place them in a position of not being able to carry out the assignment in the best interest of the BMC. Without limitation on the generality of the fore going, 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:
 - 3.1.1. If a Firm/Agency combines the function of consulting with those of contracting.

3.1.2. 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 if there is a conflict among such assignments, the Firm/Agency (including its personnel and sub-Firm/Agencies) and any subsidiaries or entities controlled by such Firm/Agency shall not be recruited for the relevant assignment. The duties of the Firm/Agency is for UPDATION OF EXISTING DATA ALONG WITH DOOR TO DOOR COLLECTION AND RECOVERY OF PROPERTY TAX, CONSOLIDATED TAX, WATER USER CHARGE,MUNICIPAL TAXES, MUNICIPAL LICENSE FEE, ADVERTISEMENT TAX, SADAK BADHA SHULK AND C&D WATE FINE/PENALTY COLLECTION ,ETC.

BMC. MUNICIPAL CORPORATION BHILAI depends 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 assignments that, by its nature, will result in conflict with another assignment of such Firm/Agency.

3.2. The BMC requires that Firms/Agencies observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy,

3.2.1. The BMC Defines, for the purposes of this provision, the terms set for the below as follows:

3.2.1.1. **“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

3.2.1.2. **“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 too 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).

3.2.2. 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

3.2.3. 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.

4. JURISDICTION OF COURTS

4.1. The High Court of Chhattisgarh in Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

5. LAW AND PLACE OF JURISDICTION

5.1. This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the TENDERING AUTHORITY.

6. PROPOSAL (DISQUALIFICATION & VALIDITY)

6.1. If a Firm/Agency (including Consortium/JV) submits or participates in more than one proposal, such proposals shall be disqualified.

6.2. While preparing the Technical proposal, Firm/Agency (Consortium/JV) is allowed maximum two companies.

6.3. Association Arrangements & Consortium

- A. In case a firm/agency intends to be the lead bidder in a Consortium/JV, its Consortium/JV member shall be a legal entity.
- B. While preparing the technical proposal, firm/agencies must give particular attention to the following:
 - i. For the purposes of submitting a proposal, a firm/agency may enhance its expertise for the assignment either by association by other firms, in which case the firm/agency shall be the lead member & second bidder shall be solely liable under the contract.
 - ii. However, Consortium/JV up to 2 (two) members is allowed. In the event that Firm/Agency forms a Consortium/JV as desired above, the firm/agencies shall submit a copy of letter of Association or Memorandum of Understanding (MoU between both Bidder), as the case maybe with its Technical Proposal. In the case of Consortium, the Firm/Agency shall also submit a Power of Attorney (executed by both parties) that authorizes the Designated Lead member of the Consortium/JV to act for and in behalf of the Consortium/JV and to legally bind such consortium/JV in any contractual or similar documentation. Letter(s) of Association, MoU and Power of Attorney referred to herein, shall be attached and submitted as part of the Technical Proposal of such Firm/Agency.
 - iii. A Firm/Agency cannot add or replace and change the composition of Consortium/JV.

6.4. Proposal Validity

6.4.1. The time period for which the Firm/Agency's Proposals must remain valid after the submission date is 04 months from the date of submission. During this period, the Firm/Agency shall maintain the availability of experts nominated in the Proposal. The BMC will make its best effort to complete negotiations within this period. In case of need, the BMC may request Firm/Agency to extend the validity period of their Proposals. Firm/Agency has the right to refuse to extend the validity period of their proposals.

6.5. Participation of Government Employees

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

7. BIDSECURITY

7.1. Bid Security (Earnest Money Deposit)

7.1.1. The bid security of amount indicated in Data Sheet in favors of "Executive Engineer MUNICIPAL CORPORATION BHILAI" payable at BHILAI shall be in the form of FDR from any Scheduled/Nationalized bank in an acceptable form. The bid security is to remain valid for a period of 120 days beyond the final bid validity period.

7.1.2. The BMC shall reject any bid not accompanied by appropriate bid security, as non-responsive.

- 7.1.3. The bid security of the successful Bidder shall be returned as promptly as possible once he has signed the Contract and furnished the required performance security.
- 7.1.4. Bid securities of the unsuccessful bidders shall be returned to the matter 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.
- 7.1.5. The bid security may be forfeited:
 - 7.1.5.1. If a Bidder withdraws its bid during the period of bid validity.
 - 7.1.5.2. 7.1.6. If the successful Bidder fails to:
 - 7.1.6.1. Sign the Contract within required time frame;
 - 7.1.6.2. Furnish a performance security.

8. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 8.1. Firms/Agencies may request a clarification of any of the RFP documents as the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The BMC may respond in writing and 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 BMC deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 8.2.
- 8.2. At any time before the submission of Proposals, BMC 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 published on the website. To give Bidders reasonable time in which to take an amendment into account in their Proposals, BMC may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

9. PREPARATION OF THE PROPOSAL

- 9.1. Bidders' Proposal (the Proposal) shall consist of following envelopes:
 - 9.1.1. **Envelope I:** Letter containing Application for Bid Proposal and the Technical Proposal, and,
 - 9.1.2. **Envelope II:** the Financial Proposal
- 9.2. **Bid Security, Cost of RFP Document, and evidences of proving Bid Eligibility: Bid security as mentioned above shall be placed in Envelope I. In addition, the bidder must enclose all evidences to support the bid eligibility along with the Demand Draft for the cost of RFP Document. The technical and financial proposals will be entertained of those bidders whose bid security, cost of RFP document, and evidences supporting bid eligibility are found in order.**
- 9.3. The Proposal, as well as all related correspondence exchanged by the Bidders and the BMC, shall be in Hindi and English. All reports prepared by the contracted Bidders shall also be in hindi and English.
- 9.4. 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.
- 9.5. The Technical Proposal should clearly demonstrate the bidder's Understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

10. THE TECHNICAL PROPOSAL DETAILS

10.1. General

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.

10.2. Technical Proposal Format

- 10.2.1. The bidder 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.

10.3. The proposal shall contain details on the following

Proposal Type Content	Technical Proposal(TP)
Experience of the Firm	<ul style="list-style-type: none">i. Maximum two pages introducing the firm and associate firm(s) background.ii. Proposal submission form(Form Tech –I)iii. Organization & General Experience(FormTECH-2A)iv. Relevant completed projects in the format of Form TECH-2B illustrating firm experience. No promotional material should be included.
Comments on terms of reference	AsperFormTECH-3A
Counterpart staff and facility Requirements	AsperFormTECH-3B
General approach, methodology& work plan	Maximum twenty pages inclusive of charts and diagrams(Form TECH-4).
CV for Proposed Experts	AsperFormTECH-5
Personnel schedule	AsperFormTECH-6
Work Plan	AsperFormTECH-7

11. Technical Proposal Content

11.1. The Technical Proposal shall contain information indicated in the following paragraphs from(i)to (vi) 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.

11.2.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. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Firm/Agency, or it's Associates, but can be claimed by the Firm/Agencies for Updation of existing data be prepared to substantiate the claimed experience if sore quested by the Client.

11.3. 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.

11.4.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.

11.5. An organization chart indicating relationships amongst the Firm/Agency, BMC/ULB, and other parties or stakeholders, if any, involved in the assignment. 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 BMC that work required to implement any such improvements, are included in the inputs shown on the Firm/Agency's Staffing Schedule.

11.6. The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non responsive.

12. Personnel

12.1. 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.

12.2. Only one CV may be submitted for each position.

12.3. Higher rating will be given to nominated experts from the firm, if any, who are regular full-time employees. BMC defines a regular full-time employee to be a person who has been employed continuously by the Firm/Agency, for more than twelve months prior to the date of submission of the Proposal.

12.4. BMC 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.

12.5. A zero rating will be given to a nominated expert if the expert:

12.5.1.1. Has not signed the CV by himself or by authorized signatory of applicant firm; or

12.5.1.2. Is a current employee of BMC/ULB.

13. FINANCIAL PROPOSAL DETAILS

13.1. All information provided in Firm/Agency Financial Proposal will be treated as confidential.

13.2. The Financial Proposal is to be submitted in the requisite forms enclosed.

13.3. No proposed schedule of payments should be included in Firm/Agency' Financial Proposals.

13.4. Firm/Agencies shall quote the rates in Indian National Rupees only.

13.5. Form FIN2 is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Firms/Agencies has:

13.6. Not taken any action which is or constitutes a corrupt or fraudulent practice; and

13.7. Agreed to allow BMC, 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.

13.8. The rates to be quoted shall be in the format given in Data Sheet and its shall include all costs /expenses and statutory taxes excluding Service Tax. The ULB shall pay Service Tax as applicable on prevailing rates.

14. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

14.1. The original Proposal (Bid Fee, 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 persons who signed the Proposal.

14.2. An authorized representative of the Firm/Agency shall initial all pages of the original copy of the Financial Proposal. No other copies are required. 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 shall be considered as authoritative.

14.3. 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 in 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.

14.4. Proposals must be delivered at the indicated address of BMC on or before the time and date stated in the Data Sheet or any new date established according to provisions of Sub-Clause 2.2.

15. PRE – QUALIFICATION CRITERIA

S. No	Pre – Qualification Criteria	Documents to be attached
1.	The bidder should be a company/Firm/Agency/ LLP registered under the Companies Act, 1956. Should Be operating in India for at least 3 years.	Certificate of incorporation and Self Certification of being in business for the Last 3 years should be attached.
2.	The bidder should have supplied or implemented IT Tax collection software and data processing software for any ULB/e-Governance Project in Government with any State/Central Government(s), PSU in India during the last three (3) years	Copy of work order/client's Certificates/agreements
3.	The bidder should have a positive net worth for over The last three financial years.	Audited Balance Sheets/CA Certificate
4.	The Bidder should have a minimum average annual turnover of 3 Crores (Rs. Three Crores only) during last three financial years ending March 31, 2022 i.e. year 2019-20, 2020-21, 2021-2022	Submit relevant audited balance sheet/ CA Certification
5.	The bidder should have submitted EMD as defined in The RFP	Submit original Demand Draft
6.	The bidder should have submitted document fee as Defined in the RFP	Submit original Demand Draft
7.	The Bidder should submit valid GST Registration certificate	Submit documentary proof
8.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted or terminated with any of the Government agencies.	Self-Declaration in this regard by the authorized signatory of the bidder

9.	The bidder should have a local office address/project office in the state. However, if the local presence is not there in the state, the selected bidder should give an undertaking for arranging for the same within one month of award of the Contract.	Letter of Undertaking
10.	The bidder should have provided services to any /ULB/State/Central Government(s),PSU for Collection& Recovery services / Tax and Utility Charges	Submit documentary proof (work order /agreement and go-live/work Completion certificate)
Note:- The criteria mentioned above will constitute the preliminary scrutiny and only those bidders Complying with them will be eligible for technical evaluation.		
Note:		
<ol style="list-style-type: none"> 1. All the documents should be placed only in this (as listed in this clause) order and an index be provided separately. 2. The bid will be summarily rejected if all the documents mentioned above are not enclosed in technical bid. All supporting documents must be clearly visible and readable. 		

16. PROPOSAL EVALUATION

16.1. General

- 16.1.1. From the time the Proposals are opened to the time the contract is awarded, the Firm/Agency should not contact the ULB/BMC on any matter related to its Technical and/ or Financial Proposal. Any effort by a Firm/Agency to influence the ULB/BMC in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Firm/Agency's Proposal.
- 16.1.2. 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.
- 16.1.3. The pre-qualification criteria will be first evaluated as defined in Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed pre-qualification criteria.
- 16.1.4. The BMC will be responsible for evaluation and ranking of Proposals received.
- 16.1.5. The BMC evaluates and ranks the Technical Proposals on the basis of Proposal's responses 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 70 from the maximum of 100 points.**
- 16.1.6. A Technical Proposal may not be considered for evaluation in any of the following cases:
- 16.1.6.1. The Firm/Agency that submitted the Proposal belongs to one of the cases described in Sub Clause 3.2 and failed to make a proper statement to that effect in the cover letter; or
 - 16.1.6.2. The Firm/Agency that submitted the Proposal was found not to be legally incorporated or established in India; or
 - 16.1.6.3. The Technical Proposal was submitted in the wrong format;
 - 16.1.6.4. The Technical Proposal included details of costs of the services; or

16.2. The Technical Proposal reached BMC after the submission closing time and date specified in the Data Sheet.

16.3. After the technical evaluation is completed, BMC shall notify the 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 these election process. The Client shall simultaneously notify, in writing Firms/Agencies whose Technical Proposals received a mark of 70 or higher, indicating the date, time, and location for opening of Financial Proposals. (Firm/Agencies' attendance at the opening of Financial Proposals is optional)

17. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

17.1. Public Opening of Financial Proposals

- 17.1.1. At the public opening of Financial Proposals, Firms/Agencies representatives who choose to attend will sign an Attendance Sheet.
- 17.1.2. The marks of each Technical Proposal that met the minimum mark of 70 will be read out aloud.
- 17.1.3. Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
- 17.1.4. BMC's representative will open each Financial Proposal. Such representatives will read out aloud the name of the Firm/Agency and the figures shown in the Firm/Agency's Financial Proposal. This information will be recorded in writing by BMC's representative.

18. EVALUATION OF FINANCIAL PROPOSAL

- 18.1. Following the ranking of Technical Proposals, based on 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.
- 18.2. The detailed contents of each Financial Proposal will be subsequently reviewed by the BMC.
- 18.3. The Eligible Bidder would be given marks on the basis of their Understanding of the project plan.

18.4. 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

- 18.5. 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

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

- 18.7. In the event that or more Eligible Firm/Agency(s) secure the same overall score, BMC may:

18.7.1. Declaring the Eligible Firm/Agency securing highest technical marks amongst the Eligible Bidder(s) securing same overall score, as preferred bidder

18.7.2. Take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.

19. PRICE NEGOTIATION

19.1. BMC may either choose to accept the Proposal of the Preferred Firm/Agency or invite him for price negotiations. In case price negotiation fails, BMC has the right to invite the next preferred Firm/Agency for negotiation.

20. AWARD OF CONTRACT

20.1. Award of contract will include a discussion of 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. BMC will finalize the TOR and discussion with the firm will be finalized 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 BMC to ensure satisfactory implementation of the assignment.

20.2. Thereafter the BMC shall award the Contract to the selected Firm/Agency and notify the other Firm/Agencies that they were unsuccessful. After Contract signature, the BMC shall return the unopened Financial Proposals to the Firms/Agencies who's Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive.

20.3. The selected Firm/Agency is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

21. DURATION OF ASSIGNMENT

21.1. The duration of assignment will be 5 calendar years from the date of signing of contract agreement; subject to the satisfactory performance (collection & Recovery of taxes/user charges) based on quarterly review at regular intervals.

21.2. The contract could be renewed after performance evaluation.

22. PERFORMANCE SECURITY

The consultant will furnish within 30 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft and/or Bank Guarantee (in model BG format) in favour of "COMMISSIONER MUNICIPAL CORPORATION BHILAI "payable at Bhilai /" COMMISSIONER MUNICIPAL CORPORATION payable at BHILAI Chhattisgarh, from any nationalised or scheduled commercial Bank in India for an amount equivalent to Rs. 6 Lakh - (Rs Six Lakh as given below) towards Performance Security valid for a period of six months beyond the stipulated date of completion of services:-

ULB	Amount in Rs.
BHILAI	6.00 LAKH

The Bank Guarantee, if not invoked, will be released after six months of expiry of the contract.

SECTION 2 : TERMS OF REFERENCE (ToR)

SELECTION OF AGENCIES FOR UPDATION OF EXISTING DATA ALONG WITH DOOR TO DOOR COLLECTION AND RECOVERY OF PROPERTY TAX, CONSOLIDATED TAX, WATER USER CHARGE, MUNICIPAL TAXES, MUNICIPAL LICENSE FEE, ADVERTISEMENT TAX, C&D WASTE FINE/PENALTY COLLECTION , ETC. FOR MUNICIPAL CORPORATIONS OF BHILAI IN CHHATTISGARH

1. Introduction

1.1. BMC is soliciting sealed proposals from eligible agencies for surveying, assessing, collecting & recovery of Taxes & Utility Charges (including sadak badha shulk) in jurisdiction of for Municipal Corporations of BHILAI in Chhattisgarh.

2. Objective

2.1. This is a Request for Proposal from BMC for SELECTION OF AGENCIES FOR UPDATION OF EXISTING DATA ALONG WITH DOOR TO DOOR COLLECTION AND RECOVERY OF PROPERTY TAX, COMPOSITE TAX, WATER USER CHARGE, OTHER MUNICIPAL TAXES, MUNICIPAL LICENSE FEE, ADVERTISEMENT TAX AND C&D WASTE FINE /PENALTY COLLECTION ETC. FOR MUNICIPAL CORPORATIONS OF BHILAI due from all Assesses. The objective is to achieve full and complete coverage of all assesses in respect of Property Tax, composite tax, other Municipal taxes, Municipal License Fee, Water User Charge, Advertisement Tax, etc. and also achieve at least 90% collection of assessed amounts. As the contract has to be executed on Outsourcing modes the contract term and services provided by the engaged agency are anticipated to begin in 2022 till end of 2027. Renewal of the above will be contingent upon satisfactory performance by the agency, as per evaluations by the MUNICIPAL CORPORATION BHILAI.

3. Scope of Work

3.1. The scope of work for the collection agency shall be to do all that would be needful for efficient administration of municipal revenue collection (including sadak Badha Shulk), to reduce disputes and tax evasion, optimize revenue and ensure citizen satisfaction. In particular, to do the following, namely:

3.1.1. Gather the required information/data through field survey and other sources to build an updated database for municipal revenue collection. This should include all properties, those liable for taxes, user charges, license fees, etc. as also those falling under exempted categories but excluding properties of PSU's of Central/State Govt. and State owned undertakings.

3.1.2. Assess the properties/Municipal/water/Advertisement/ Composite Tax/Trade/etc. users as per the Self-Assessment Form and Rates of different Taxes and user charges, provided by individual ULBs in accordance with the Act, rules & regulation.

3.1.3. Enter and update the software System in respect of assessment and other information including last payment details; photocopy of Receipt collected from owners.

3.1.4. Generate Demand(Current & Arrear) and Unique Property ID under the supervision of Individual ULB's officials.

3.1.5. Updating of digitized software Demand on current basis from physical assessment/ Self-Assessment Forms received by individual ULB.

3.1.6. Enter and update the digitized data on ongoing basis for Assessment as per Municipal Act.

- 3.1.7. Where property Owner refuses to co-operate with the engaged agency for correct assessment/property tax, water user charge, municipal license fee and advertisement tax payment, flag the digitized system accordingly and report to the Municipal authority.
- 3.1.8. Indicate the reasons why the Assessment and/or collection could not be done indicating specific reason like “Non- co-operation by Assesses” with date(s) of visits/ follow ups in the Digitized system.
- 3.1.9. Print Challan /Receipt in triplet;
- 3.1.10. 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.
- 3.1.11. Deposit Cash, Cheques/Demand Drafts in approved accounts within 24 hours.
- 3.1.12. Engaged agency shall provide one copy of Challan/Receipt with requested MIS to individual ULB on weekly basis along with a scroll;
- 3.1.13. Update the digitized database of individual ULB on current basis with payment detail i.e., after cash is deposited and/or Cheques are realized.
- 3.1.14. Make arrangement for sending SMS through system to the assesses mobile number for reminding regarding payment of dues and on real time basis as soon as payment enters in digitized system.
- 3.1.15. Obtain a photocopy of the actual last payment made by assesses and keep safe this record in digitized form and ensure that the digitized system is updated with all payment details;
- 3.1.16. Ensure that payment is received through strict compliance and strict enforcement of all procedures as per Chhattisgarh Municipal Act;
- 3.1.17. Use Recovery Processes through assigned Nodal Officer from individual ULB for signing Notices etc.;
- 3.1.18. Refer the disputes by the Taxpayers regarding Assessment and demand of Property Tax and/or Vacant Land Tax to the individual ULB for resolution;
- 3.1.19. Set-up a help-desk, on-line as well as telephonic service during working hours, for facilitating citizens of ULBs 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 individual ULB periodically and as and when required.
- 3.1.20. To integrate an SMS Gateway. If assesses wants to prefix appointment, he/she may Call or SMS relevant cell and in turn, the agency will be informed about the preferred time of visit.
- 3.1.21. Wherever water meters are installed, the engaged agency shall take the meter reading from the water user consumer for generation of water bill.
- 3.1.22. All the digitized systems shall use standard Database e.g., MY-SQL/Postgre SQL server, with proper documentation along with all the rights to the particular ULB.
- 3.1.23. The engaged agency shall provide web-based dash board in public domain. This will cater to individual ULB management, real time monitoring and able to generate the various report related to assessment, demand, collection etc. It should be customizable based on requirements and the engaged agency should make it available without any delay.
- 3.1.24. Owner details should be modified by the respective ULB’s, and subsequent changes should

be updated by the selected agency in the database. The selected agency will collect the data

In online/offline mode with relevant documents from the owner and submit it to the concerned official at the ULB.

3.1.25. The Selected Agency should immediately take all relevant data from respective ULB after getting LOI. The details of properties disputed/pending before courts should be taken from respective ULB prior to survey, and it should be entered in the database accordingly.

3.1.26. The selected agency should ensure that coverage and collection of taxes and user charges should be minimum 90% of the data collected from the respective ULBs for each financial year. At the end of financial year 2022-2023 BMC will review the impact of the project and do a cost-benefit analysis by comparing the baseline data of property tax other taxes and user charges of financial year 2020-21/2021-22 factoring in the notional normal growth of revenue factors such as change of tax slab etc. and the cost incurred on the agency for the project at the end of year 2022-23. If the exercise indicates a clear cost-benefit, the project will be continued. Otherwise, BMC reserves the right to cancel/annul the contract as unjustified in public interest.

4. Performance Evaluation:

4.1. The performance of the selected Firm/Agency will be evaluated in the following Timeline:

4.2. It is envisaged that the implementation of the Pilot phase will be completed within a time frame of 3 months (12weeks) from the signing of contract.

4.3. Timeline and Implementation schedule is as under.

Activity Task	Timeline (weeks)
Entering into the Contract Agreement	T=Date of signing of Contract
Understanding the requirements and submission of project Plan	T+2weeks
Collect Estimated number of household data (provided by the BMC/ULB), Actual Demand, Arrears, Disputed/pending before courts properties data, collect existing data & Database Updation & optimization	T+10weeks
Door to door SAF(self-assessment form) distribution & collection, Database Updation	T+12weeks
Door-to-Door demand generation & collection start	T+12weeks
MIS Generation	T+12weeks
Go Live of the Project	T+12weeks=T1
Stability Period	
Part –A	T1+12weeks=T2
Part –B	T2+12weeks=T3
Operational Period	T3+12weeks=T4
Performance evaluation by the BMC/ULB	T4+4weekstobe Continued.

*Taxes & User Charges recovery up to database Updation period shall be done by the ULB's staff in Which no commission shall be payable to agency.

5. Target

- 5.1. Coverage for targets shall be defined in number of house-hold/property/consumer/user data as available at the time of reporting month or reporting year.
- 5.2. Minimum 30% coverage and collection during Stability period Part-'A'
- 5.3. Minimum 70% cumulative coverage & collection during Stability Period Part-'B'
- 5.4. Minimum 90% cumulative coverage & collection during Operational Period.
- 5.5. Minimum monthly target-(7.5% of the annual target for the reporting month),should be maintained during the entire period of contract after the end of operational period.

6. Quality Evaluation:

- 6.1. The respective ULB should randomly check at least 20% of the total properties surveyed by the selected agency. The ULB official should check:
 - 6.1.1. Property Details data entry in demand register
 - 6.1.2. SAF verification
 - 6.1.2. Accuracy of Taxes/User Charges

7. Payment Terms

Payment to the selected agency for the services as per "Scope of Work" shall be based on following specific quantifiable outputs after Go-Live:

- 7.1. At the end of each month: "Agreed bid rate" % of actual collections under the accounting head of taxes and user charges (after realization of all Cheques excluding penalties, adhibhar and interest head) only during the month.
- 7.2. Following provisions shall form part of the Contract/ Agreement between the selected agency, BMC and the MUNICIAPL CORPORATION BHILAI
 - 7.2.1. 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 automatically every month to the selected agency.
 - 7.2.2. The Service charges due to the Agency on the basis of the approved % rate net after TDS, will be transferred to agency's account automatically on monthly basis in the first week of the month succeeding the month of work. No commission shall be payable against Cheques returned unpaid by banks.
 - 7.2.3. No payment, such as transportation, legal expense, stationary, telephone charges, etc., other than percentage Service charges on recovered amount would be paid by ULB to the selected agency.
 - 7.2.4. Payment as per the "agreed bid rate % "will be made to the selected agency after achievement of target mentioned in the Table under Performance Evaluation Section.
 - 7.2.5. The annual target shall be bifurcated monthly as 7.5% of the annual target for the reporting month.
 - 7.2.6. In case the monthly target of 7.5% of the reporting month is not fulfilled then **10%** of the invoice amount shall be put on hold for the current reporting month. However at the end of financial year, the calculation of the target achieved will be calculated and if the agency fulfills the achievement of minimum 90% of the annual target summing up of monthly target, the payment put on hold shall be released. But in case the achievement of 90% of the annual target is not fulfilled, the held payment shall not be paid to the agency.

8. Complaints and Corrective Action

- 8.1. Team Leader of the selected agency will be responsible to resolve any complaints of irregularity/illegal action of any person on behalf of the agency. He will be bound to give his response in writing to ULB on such complaints and actions taken by the Agency within 7 days of receipt of such complaint.

9. Penalties

- 9.1. In case of loss of taxes / utility charges due to willful in action or incorrect information by the agency, a penalty of 10% of the lose amount subjected to minimum Rs.500 / for each such incidence along with amount of such loss will be recovered from the agency. The ULB shall levy the penalty for such incidents.
- 9.2. If the Information provided by the property owner in SAF and the details verified by the selected agency after survey is same; and during re-survey, if the information shows a difference of morethan10%then
 - 9.2.1. The difference amount and penalty as per rules would be recovered from the property owner and deposited in ULB account without giving share to the agency, also
 - 9.2.2. 10%ofthePenaltyamountwouldbecharged to the selected agency

10. Termination of Contract

10.1. BY BMC:-

The contract of engaged agency will be terminated, as decided by MUNICIPAL CORPORATION BHILAI under any oral of following situations:-

- 10.1.1. If the performance of the engaged agency is found to be non-satisfactory and falls below benchmarks setup by Revenue Enhancement Co-ordination Team / Cell of MUNICIPAL CORPORATION BHILAI as mentioned in Performance Evaluation Para4
- 10.1.2. If the engaged agency resorts to unfair practices in collection & recovery processes;
- 10.1.3. Providesfalseinformationconsciouslyregardingassessmentandcollectionbyitsstaff;
- 10.1.4. Fails to meet collection targets, as agreed, mutually by engaged agency.
- 10.1.5. The engaged Agency will be given a notice in writing and be asked to improve performance. If performance is not improved within two (02) months, MUNICIPAL CORPORATION BHILAI can terminate of contract.
- 10.1.6. If ULB fails to perform duties to make payment to agency for three consecutive months, then selected agency may also terminate the contract.
- 10.1.7. The Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief or debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- 10.1.8. Any document, information data or statement submitted by the agency in its Proposal, based on which the agency was considered eligible or successful, is found to be false, incorrect or misleading.
- 10.1.9. In case the agency does not perform the services as per the contract.
- 10.1.10. As the result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of not less than 60 days.

10.2. BY AGENCY:-

The Agency may, by not less than 30 days written notice to the BMC, such notice to be given after the occurrence of any of the events specified in this clause 10.2, terminate the Agreement:-

10.2.1. The BMC fails to pay any money due to the Agency pursuant to the agreement and not subject to dispute within 60 days after receiving written notice from the Agency that such payment is overdue.

10.2.2. The BMC is in material breach of its obligations pursuant to the agreement and has not remedied the same within 60 days (or such longer period as the Agency may have subsequently granted in writing) following the receipt by the BMC of the Agency's notice specifying such breach.

10.2.3. As the result of Force Majeure, the BMC is unable to perform a material portion of the services for a period of not less than 60 days.

10.3. Cessation of rights and obligations:- upon termination of this Agreement or upon expiration of the Agreement, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality (iii) the Agency's obligation to permit inspection, copying and auditing of such of its accounts and records as relate to the BMC's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

10.4. Cessation of Services: Upon termination of the Agreement by notice of either Party to the other the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by BMC the Agency shall proceed.

SECTION 3: GENERAL TERMS AND CONDITIONS

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

- “Agreement”: means this Agreement, together with all the Annexes;
- “Additional Services” means the services other than the normal Scope of Services mentioned under RFP Document of the Contract to be carried out by the Agency only after receiving a written communication from the BMC.
- “Applicable Law(s)” shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time.
- “Assignment” shall mean the Services to be provided, carried out and/or performed by the Agency as provided in the scope of services, under the terms of RFP Documents.
- “Affiliate” or “Associate” shall mean a body corporate or any other legal entity which is under the control of the Agency or does have control over the Agency, directly or indirectly.
- “Contract Agreement” means the Service Agreement entered into between the BMC and the Agency together with all the Appendices, Annexure and schedules mentioned and enclosed thereto.
- “Contract Price” or “Service Fee” or “Consultancy Fee” means the sum stated by the BMC in the Letter of Appointment/Intent as payable to the Agency to provide, carry out and perform the Services, in accordance with the provisions of the Contract.
- “Contract Period” means the period of contract from the date mentioned in Notice to commence/Proceed.
- “Business Day”: means any day that is not a Sunday or a public holiday (as per the official holidays) observed by Government of Chhattisgarh.
- “Effective Date”: means the date on which this Agreement comes into force and effect.
- “GCC” mean this General Conditions of Contract;
- “Government” means the Government of Chhattisgarh (GoCG) and the Government of India (GoI) as the case may be and shall include any department, authority and/or body within their respective or joint control discharging governmental and administrative functions.
- “Letter of Appointment” means the formal acceptance of the bid/ proposal by the BMC.
- “INR, Re. or Rs.”: means Indian Rupees
- “Party”: means the BMC or the Agency, as the case may be, and Parties means both of them;
- “RFP”: means the Request for Proposal document in response to which the Agency's proposal for providing Services was accepted;
- “Services”: means the work to be performed by the Agency pursuant to this Agreement.
- “Third Party”: means any person or entity other than the Government, BMC, and the Agency.

3 Responsibility of the First Party

- 3.1 Assist the Second Party in getting ID cards, duly signed by Commissioner Municipal Corporation, within stipulated time.
- 3.2 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 ;
- 3.3 Make available Self-Assessment Form, as applicable;
- 3.4 Make available copies of all standard Self-Assessment forms, filled in by Assesses, as per Chhattisgarh Municipal Act.
- 3.5 The latest details of roads as Principal, Main and others categories and as and when amended with effective dates;
- 3.6 Share all information about Assesses with SECOND PARTY in respect of Property Tax, Consolidated Tax, Municipal Tax, Trade License, Water User Charges, and Advertisement Tax etc.
- 3.7 Provided digitized data base in any form, if available;
- 3.8 Provide GIS and contact survey details, when available;
- 3.9 Designate one Software technical Person for supervising database and online process of software and Revenue Departmental Officer , authorized by Municipal Commissioner, to sign all letters and notices to be issued on behalf of
 - 3.9.1 FIRST PARTY by the Second Party to the assesses for assessment, collection or recovery processes;
 - 3.9.2 Details of Bank accounts of FIRST PARTY where collections are to be deposited on timely basis; and
 - 3.9.3 Assist the Second Party, without which the Second Party cannot achieve results against duties as stipulated in the "Scope overwork".

4 Responsibility of the Second Party

- 4.1 Collect the required information and asses the properties/trade/water user's asper the self-assessment form provided by FIRST PARTY in accordance with act, rules and regulations.
- 4.2 Develop/update an online application/software, create and update the database on current basis from physical assessment forms received by FIRSTPARTY.
- 4.3 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 FIRST PARTY officials.
- 4.4 UniqueHouseNumberof15 digits would be provided to individual houses after survey

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ULB Name			War dNo.	Roa dNo	Type of House(mud/Cemented)		No. of floors	Residential/Commercial	HouseNumber					

- 4.5** Collect Cash/Cheques/Demand Drafts from assess demand mentioned in generated challan/Receipts using Handheld Devices for generation of instant/real time Receipts linked with back office and banking records.
- 4.6** Print the Receipts in triplicate
- 2.6.1. One for the Assesses
- 2.6.2. One for FIRST PARTY (to be provided with MIS reports and Banking details)
- 2.6.3. One for SECOND PARTY for future reference
- 4.7** Update the data base on real time as the payment is received and Receipt printed and SMS generated for receiving of payment along with the amount received and the mode of payment.
- 4.8** Generate SMS of collection of Cash to assess and report to FIRST PARTY.
- 4.9** Keep safe the record of last payment in digitized format along with updating the software.
- 4.10** Deposit the collected Cash/Demand Draft within 24hrs from the time of collection to the approved account
- 4.11** Maintain a DCB (Demand Collection and Balance) format and report the same to FIRST PARTY.
- 4.12** Setup an Online Helpline, Chatting, and SMS and Telephonic service during working hours, for facilitating citizens of FIRST PARTY to provide information on collection process, dues etc. and register grievances raised by citizens against any discrepancies.
- 4.13** Maintain complete audit trail about the recorded feedback/grievances/enquiry to FIRST PARTY periodically and as and when required.
- 4.14** Application developed must have Database with proper documentation of database with all the rights to FIRST PARTY. The database must be designed in accordance with the application so as to be changed with another database when required.
- 4.15** Provide Web Based Dashboards for FIRST PARTY staff and Management for viewing the completed/pending tasks and able to generate various reports related to assessment, demand, balance and collection etc.
- 4.16** The application will be customizable based on requirements and SECOND PARTY will make it available without delay.
- 4.17** SECOND PARTY will try its best to ensure the implementation of work through strict compliance and strict enforcement of all procedures asper Chhattisgarh Municipal Act.
- 4.18** Objectives to be carried out for All ULB's for the entire holdings; residential, commercial, societies, private/government.

5 Second Party will develop/customize and update a Web based Online System for the following.

5.1 Customize and Update Existing Property/House Tax and Composite Tax Collection Module

- 5.1.1** Property tax module will be a web based online system to computerize the property tax operations of the revenue department of Municipal Corporations (First Party). The system will capture the data at the point of creation ensuring that the property and collection data is consistent and leading to better informed decisions. The system will allow the view of property tax data based on the roles to citizen, revenue collectors and the decision makers leading to transparency and efficiency in collections.
- 5.1.2** Second Party realizes that FIRST PARTY's existing property tax collection system is unique in some ways and hence will provide an architectural framework to support multiple system of property tax based on the ALV and other formats of calculation. The module will be customized easily to support FIRST PARTY's specific features. The module will support

Data base changes on property transfers, bifurcations and amalgamations and a rich set of MIS and graphical reports based on property type, property usage and collection. The module will have an option to be integrated with GIS when needed.

5.2 Salient Feature of Existing Property Tax Module will be

1. Calculation of the property tax demand based on the ALV and other approved methods
2. Will support online work flow
 - i. Support for multiple floors
 - ii. Arrears calculation based on occupation date and copy of last payment receipt
 - iii. Automatic tax calculation
3. Support of amalgamation of property in data base created(only when approved by FIRST PARTY)
 - I. Will amalgamate existing properties into a single property
 - II. Will Not allow amalgamation if taxes are due
 - III. Will Deactivate of original property
 - IV. Will support revision of property tax
4. Support for Bifurcation of property in data base(only after approval by FIRST PARTY)
 - I. Will create new properties from existing property
 - II. Will not allow bifurcation if taxes are due
 - III. Will deactivate original property
5. Support for Name transfer (Only after authentication by FIRST PARTY)
 - I. Name transfer of the property owner
 - II. Will deactivate original name of owner
6. Support for Property modification
 - I. Will modify existing data leading to ALV/Demand Changes
 - II. Modification of correspondence address/e-mail/contact numbers
7. Collections
 - I. Will handle filed payment inform of Cash, Cheque ,Demand Draft Debit/Credit Card
 - II. Will handle dishonored cheque
 - III. Receipt cancellation
 - IV. Interest charges for delayed payments
 - V. Will support for rebate for early payment
 - VI. Will support for advance payment
8. Will maintain Demand Collection Balance registers
9. Objection
 - I. Will capture citizen objections
 - II. Will support for hearing of objections
 - III. Increase/decrease of Tax amount based on judgment
 - IV. Will generate Memo for revised tax details
10. Recovery
 - I. Will generate Notice for the initiation of recovery process
 - II. Capture actions on Notice issued
11. GIS integration
 - I. Will be able to integrate with the parcel-based GIS
 - II. Search and Located property on GIS Map

- III. Defaulters reports
 - IV. Property usage reports
 - V. Will display GIS reports based on various combination of Property and Demand attributes
12. Reports
- I. Demand based collection Balance reports at a boundary level i.e. zone/ward
 - II. MIS reports at Zone, ward, street levels as decision support tools for revenue department and citizens(e.g. Defaulters Report, Ward wise collection reports)
 - III. Collection trend analysis based on property type.

5.3 Water User Charges Collection Module

5.3.1 Important Features of Water user charges collection Module.

1. Creation of database
2. Apply for new connection online/offline
3. Automatic Computation of User Charges/Utility Charges(fixed or percent)
4. Generation of bills as per meter reading on the spot (real time)
5. Provide customers with payment plans
6. Track owner information
7. Generate Customer deposit report
8. Complete financial history
9. Real time payment entry posting
10. Payment register by date range
11. Miscellaneous Payment entry will be available
12. Print payment receipts
13. Generate custom reports
14. Will print past due list
15. Will generate graphs and Charts
16. Will print Consumption audit.

5.4 Municipal License/Trade License Fee Collection Module

5.4.1 Second Party will develop a web based online system to computerize the Municipal License Operations and Fee collection for the revenue department of FIRST PARTY. The license/permit approval will go through a work flow for approval process (to authorized personnel of FIRST PARTY) when a new application for Municipal license is made. Licenses can be renewed, modified, transferred it using the system's database. Collectors will be able to collect Fee for the same using the system.

1. Important Features of Municipal License Fee Collection Module.

- 5.4.1.1.1 Maintain a master of relevant trade categories, sub categories etc.
- 5.4.1.1.2 Application for new Municipal License with work flow for approval.
- 5.4.1.1.3 Record Objection notices during the process of application
- 5.4.1.1.4 Renewal of License
- 5.4.1.1.5 Cancellation of License
- 5.4.1.1.6 Modification of License
- 5.4.1.1.7 Transfer of License
- 5.4.1.1.8 Collection of License Fee
- 5.4.1.1.9 Penalty Calculation
- 5.4.1.1.10 SMS Integration (Through State SMS Gateway / any other gate way provided by the First Party)

3.1 Advertisement Tax Collection Module

3.1.1 This application developed will be in accordance to the Act for Advertisement Tax Collection for ULB's and will be in ownership of First Party after the Second Party completes its term of Service. The Second Party will develop this application by itself and customize it according to the needs of the First Party.

3.2 Citizen Service Support & Online Help Desk

3.2.1 Second Party will provision for services to the citizens for before and after-Tax collection.

3.2.2 A Desk Phone Number, integrated with Primary Rate Interface (PRI) connection to handle multiple incoming/outgoing calls at the same time. This service will be available for citizens during working hours i.e., 9:00 AM to 6:00 PM on all working days of the week. There will be an Interactive Voice Response as a welcome message and for his selection of what a citizen wants:(e.g. Welcome to special helpline for Municipal Corporation ; Press 1 for _____;Press 2 for____;etc. "in dual language English/Hindi).Once the caller makes his choice, his call will be transferred to the concerned team for further process

1. Register a complain
2. Inquire about his/her last payment made
3. Inquire about his balance tax and billing cycle
4. Provide information for his Change of Billing address
5. Request to send tax collection agent for payment
6. Request for re-assessment of his property
7. Others

3.3 The entire Call Support team will have an access of the Web online system that would be developed for FIRST PARTY to update/mark/flag as per the requirement.

*Note: All the communications made between the Citizen and the Call Support Executive will be recorded and the VOX files will be provided to First Party in MP3 format from time to time or as per the demand informs of CD/DVD.

3.4 Bill generation and Collection Process

3.4.1 Second Party will Appoint/Recruit Field Collection Agents

3.4.2.Their Roles and Responsibilities

- i. Door to Door SAF Survey & assessment.
- ii. Door to Door Bill generation (Holding Tax, Water user charges, Municipal Tax, Advertisement Tax, Municipal License Fee, etc.)
- iii. Door to Door Bill Collection (Cash, DD and Debit/Credit cards).
- iv. Real time update of Bill collection on Application provided.
- v. Mark-upon bill not collected: follow-update and time.
- vi. Flagging in the application If the Holding owner/occupant not co-operating.
- vii. Deposit the daily collection in bank within 24 hours.
- viii. Report to SECOND PARTY office after deposit in banks for submission of deposit slip.
- ix. Daily reporting on the experience on that particular day.
- x. Mark-up of Holdings of visit for next day.

4. IEC Activities

- a. To facilitate the smooth and efficient functioning of Collection & Recovery of Property Tax /Water user charges/ Municipal License Fee/ Advertisement Tax, the following IEC activities should be implemented at respective ULB's:

S.No	IEC Activity	Role
i.	Advertisements in Newspapers, TV Channels, Radio	ULB
ii.	Information circulation on Hoardings	ULB
iii.	Information on Website	Agency
iv.	Awareness creation Slides on website	Agency
v.	Banners, Pamphlets, Information Brochures	ULB
vi.	Camping in Wards	Agency
vii.	Training Kits & video Help files	Agency
viii.	SAF distribution & Collection	Agency
ix.	Training & Support for SAF	Agency
x.	Printing of Publicity Material	ULB
xi.	Newsletter on Website	Agency
xii.	Publicity campaign on Websites	Agency
xiii.	RTI	ULB

5. General Terms and Conditions

- I. Second Party shall be issued an appropriate Identity Card and also an Authorization letter by the FIRST PARTY, within 45 (forty five) working days of the signing of the contract. The Second Party should display the Identity Card with Photographs issued by the Second Party and copy of Authorization letter issued by the FIRST PARTY before entering any tax and non-taxpayer's premises. The Authorization Letter should mention prominently that the Agent / Second Party is authorized to assess, take recovery actions as per Regulations and collect the outstanding dues of House/Property Tax and/or Vacant Land Tax by Cash/Demand Draft/Debit & Credit Cards.
- II. The Second Party shall be authorized to collect payment through a Demand Draft only drawn in favor of " Commissioner or Municipal Commissioner, respective Municipal Corporation at the time of contract". The Second Party shall not receive any Cheque/Draft in their names.
- III. During the course of interaction with the tax and non- taxpayers, Second Party or the misrepresentatives may come across cases where the tax and non-tax payers have already paid. In such cases Agent/Second Party 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 Second Party 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. Second Party will be entitled to get commission on differential amount deposited with the Account with the designated Bank.
- IV. If assessee is not able to provide any evidence to the Second Party relating to last payment of tax. The Second Party will collect current dues and a declaration from assessee about no arrear .The

Second Party will transfer the collected information along with declaration to the FIRSTPARTY for final assessment.

- V.** The Second Party will not be entitled for receiving due commission on tax or non-tax collected by other means.
- VI.** The First Party will not involve any other agency / person to collect the Property Tax / Water User Charges / Municipal License Fee.
- VII.** The Second Party or their representatives shall be held personally responsible for any risks while pursuing the assignment under this RFP.
- VIII.** To avoid the Human errors; SECOND PARTY will be appointing Tax collectors/collection agents specifically for each ward. The collectors will be limited to collect the revenue from their respective wards allotted. This will help SECOND PARTY to keep track of any discrepancy/wrong motive/bad practices of the collection agents. Even if any incident occurs where it is proved that the cash collected is not deposited on the name of the asses to the BMC (First Party) account, SECONDPARTY will be liable for such monetary loss.
- IX.** Any serious complaint against the Second Party or their representatives that is substantiated shall result in immediate cancellation of the contract including blacklisting of the Second Party for future business with FIRST PARTY, forfeiture of the security deposit. FIRST PARTY shall be free to take any action (including legal recourse) as deemed fit against the Second Party for its failure to follow the terms and conditions of the contract.
- X.** The employees by the Second Party in relation to collection services to be rendered to the FIRSTPARTY shall be the sole responsibility of the Second Party as to their cost and consequences arising out of their engagement or conduct or any act of commission or omission.
- XI.** The Second Party or their representatives, its Partners, Employees, and / or any affiliates shall be jointly and severally responsible and liable to the FIRST PARTY for any loss arising out of any misappropriation/embezzlements/misuse or for any omission or for any act of negligence and the collection Second Party or their representatives shall indemnify FIRSTPARTY for the same.
- XII.** The Second Party or their representatives shall not enter into any compromise negotiation with the defaulting tax payers without the express written permission of the FIRSTPARTY.
- XIII.** The attested photographs of field personnel would need to be updated periodically by Second Party.
- XIV.** The FIRST PARTY shall not be liable to pay any remuneration or compensation or any other charges or expenses, taxes or levies etc., to the Second Party or any of its personnel except the percentage commission agreed to be paid by the FIRST PARTY under the agreement.
- XV.** Neither the Second Party nor any of the personnel by the Second Party for the purpose of the services whether owner, director, partner, employee, shall have employee and employer relationship with the FIRSTPARTY.
- XVI.** The Second Party, its employees etc., shall not use the name, trademark and / logo of the FIRST PARTY in any sales or marketing publication or advertisement or in any other manner.
- XVII.** The Second Party shall not assign/outsource the rights and obligation under the Second Party agreement without the express written permission of FIRST PARTY.
- XVIII.** Second Party and/or their representatives shall work under the control of FIRSTPARTY;
- XIX.** The Payment Gateway will be provided by the First Party to the Second Party to be integrated in the software application developed for collection of Online Payment through Debit/Credit Cards.
- XX.** The SMS gateway (along with the SMS package) will be provided by the First party to the Second Party to be integrated in the software application developed and real time update of bill generation /collection to the asses.

XXI DISPUTE RESOLUTION MECHANISM

Amicable settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

- 1. Dispute resolution:** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 3.

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

- 2. Mediation :** In the event of any Dispute between the Parties, difference or controversy arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, the parties shall seek settlement of the dispute by mediation proceeding. There shall be a Sole Mediator who shall be appointed mutually by both the parties.

- 3. Conciliation:** In the event of any Dispute between the Parties either Party may call upon Municipal Corporation, Bhilai for amicable settlement, and upon such reference, the said persons shall meet not later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 4.

4. Arbitration:

- a. Any Dispute which is not resolved amicably by Mediation and conciliation, as provided in Clause 2 & 3, shall be finally decided by reference to arbitration by an Single Arbitrator appointed in accordance with Clause 4.b. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act,1996 and its amendments thereof. The place of such arbitration shall be Bhilai and the language of arbitration proceedings shall be English.
- b. Both the parties shall appoint retired High court judge or Senior Advocate of Chhattisgarh High Court as arbitrator and those appointed Retired High Court Judge/Senior advocate shall act as arbitrator.
- c. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and both the parties agree and undertake to carry out such Award without delay.

XXI. LIQUIDATED DAMAGE

- a. Time schedules shall be essence of the agreement. If the Second Party fails to complete the work within the time prescribed, the Second Party shall pay to the first party, the sum equal to

1%(one percent) of the fee of that phase of deliverables, for delays for every week as liquidated damages provided that the entire amount of liquidated damages shall not exceed 10% (ten percent) of total fee.

- b. The first party without prejudice to any other method of recovery shall deduct the amount of such damages from any amount due to the Second Party. The payment or deduction of such damages shall not relieve the Second Party from his obligation to complete his services or from any other liability under the agreement.
- c. If any work is not completed within the stipulated time, then the first party shall have an option to get the service of the other agencies to complete the work and the extra expenditure incurred by the first party shall be recovered from the Second Party.

XXII. CONFIDENTIALITY

The Second Party or their Personnel shall not, during the term, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or First party's business or operations without the prior written consent of First party.

XXIII. The Selected Agency should follow the minimum wages Act as per the rules & regulations

6. CODE OF CONDUCT COMPLETELY BINDING ON COLLECTION SECOND PARTY SELECTED FOR THE ASSIGNMENT

- I. The Second Party shall not adopt or resort to any method, conduct or procedure in contravention of any law. The Second Party, 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 Second Party shall be free to make aware the defaulting assesses the provisions in the Chhattisgarh Municipal Act, and relevant Rules and Regulations regarding collections and recovery of Tax and Non-Tax arrears.
- II. The employees engaged by the Second Party in relation to the services for scope of work to be rendered to FIRST PARTY shall be the sole responsibility of the Second Party as to their cost and consequences arising out of their engagement or conduct or any act of commission or omission.
- III. The Second Party shall keep and treat all information whether verbal, written, or any documents received from FIRST PARTY as confidential I 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 Second Party shall return the entire information and material to FIRST PARTY. The Second Party 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.
- IV. The Second Party is authorized to represent FIRST PARTY before the defaulting customer only for the sole purpose of speedy and effective collection of revenue due and payable to FIRST PARTY

and for no other purpose whatsoever

- V. The Second Party, its Partners, employees, and/or any affiliates shall be jointly and severally responsible and liable to FIRST PARTY for any loss arising out of any misappropriation/embezzlements/misuse or for any omission or for any act of negligence and the Second Party shall indemnify FIRST PARTY for the same.
 - VI. The Second Party 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.
 - VII. The Second Party shall not enter into any negotiation with defaulting customers for a compromise, composition or waiver of rights of FIRST PARTY without the expressed written permission of FIRSTPARTY.
 - VIII. The Second Party 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.
 - IX. The Second Party, its employees, Investigators shall carry an identity card to be issued by the FIRST PARTY wherever field visits are carried out in the cases/accounts are assigned.
 - X. The Second Party'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.
 - XI. The Second Party hereby agrees that the First Party or any person authorized by the First party has the 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 FIRST PARTY from time to time. The Second Party shall fully cooperate with such Second Party in respect of any internal or external audits.
 - XII. The Second Party hereby agrees that they will preserve the documents and data in accordance with the legal/regulatory obligation of FIRST PARTY in this regard and FIRST PARTY will have rights to audit the process at any time.
 - XIII. The Second Party will comply with all statutory requirements/dues as applicable from time to time.
 - XIV. The Second Party will furnish MIS as may be desired by FIRST PARTY on periodical basis.
 - XV. The employees of the Second Party for Collection shall carry ID Badge with photograph duly authorized by the Second Party along with the authorization on official letter head of ULB authorities.
-

Section3:

DATA SHEET OF INSTRUCTION TO FIRMS/AGENCIES:APPENDIX

S. No	Instruction
1.	Name of the Client: MUNICIPALCORPORATION BHILAI(BMC)
2.	Firm/Agency will submit Technical and Financial Proposals in separate envelopes
3.	There shall be a pre-proposal meeting as under:- Date: 01/09 /2022Time: 11 :A.M. MUNICIPAL CORPORATION BHILAI
4.	The Client will provide the inputs and facilities as mentioned in Terms of Reference(ToR)
5.	Proposalsmustremaininvalidfor120daysafterthelastdatesubmissionofproposals.
6.	The applicant Firm/Agency is required to deposit, along with its proposal, RFP document fee for Rupees 5000/- (Non-refundable) in the form of DD in favour of COMMISSIONER,MUNICIPAL CORPORATION BHILAI payable at BHILAI and 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 . The Bid shall be summarily rejected if it is not accompanied by the RFP document fee & Bid Security. The Bid security refundable of Rs.5,00,000/-(Rupees Five Lakh Only) to be submitted.
7.	Clarifications may be requested not later than pre bid conference date. The address for requesting clarifications is: Shri Narendra Kumar Banjare (DMC),MUNICIPAL CORPORATION BHILAI, G.E. ROAD SUPELA BHILAI, PIN 490023 ,
8.	The Addendum, if any, shall be uploaded on referred websites and shall be binding on Applicant Consultant.
9.	The technical proposal shall also include documents establishing eligibility criteria as defined In Notice inviting Request For Proposal (RFP).
10.	Technical Proposal must be in two sets(one original and one copy) in print version and one in Soft copy (Pdf version).
11.	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.
12.	Under this contract, the Firm/Agency’s payments are ‘Output and Deliverables’ based as mentioned in Terms of Reference (ToR). The Firm/Agency shall quote Service Charges for satisfactory performance of the services under the contract in terms of a fixed percentage (%) of actual realization of Taxes/ User Charges in municipal area under BMC mentioned in FormFIN-2 of Financial Proposals. If same cost is quoted by two bidders, then bidders getting higher technical marks will be awarded the contract. 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.
13.	Amounts payable by the Client to the Firm/Agency under the contract shall be subjected to TDS. The Client will pay Service Tax, on prevailing rates as applicable.
14.	Proposals must be submitted not later than the following date and time: Up to Date: 07/09/2022 (ONLINE) and 09/09/2022(Physically).
15.	<p>Technical Proposals shall be evaluated on the basis of following pre-identified criteria:</p> <p>1.Following Technical criteria that would be considered for selection of preferred bidder:-</p> <p>I. BMC will carry out the evaluation of proposals on the basis of their response to the Terms of Reference, applying the evaluation criteria.</p> <p>II. Each valid proposal will be given a technical score. Firms securing 70 and above marks will be held technically acceptable by BMC.</p> <p>III. Narrative Evaluation Criteria and Detailed Marking Scheme is attached at Appendix-I &Appendix-II to Data Sheet</p>
16.	Expected date for public opening of Financial Proposals: Will be communicated later.
17.	Quality and Cost Based Selection method will be adopted for evaluation and award of this Assignment
18.	Expected date for contract negotiations: Will be communicated later
19.	Expected date for commencement of consulting services: will be communicated later
20.	The duration of the assignment shall be for 05years.
21.	The consulting firm is required to establish a project administration office at BHILAI and all the Other key professionals including Team Leader and other staff members must be available at respective ULB area as per requirement of the assignment for entire contract period.
22.	<p>Performance Security:</p> <p><i>The consultant will furnish within 30 days of the issue of Letter of Acceptance(LOA), an Account Payee Demand Draft and / or Bank Guarantee (in mode IBG format) in favor of "COMMISSIONER MUNICIPAL CORPORATION BHILAI "payable at BHILAI/ "COMMISSIONER MUNICIPAL CORPORATION payable at Bhilai Chhattisgarh, from any nationalized or scheduled commercial Bank in India for an amount equivalent to Rs. 6.00 Lakh- (Rs. Six Lakh towards Performance Security valid for a period of six months beyond the stipulated date of completion of services .The Bank Guarantee, if not invoked, will be released after six months of expiry of the contract.</i></p>

S. No	Criteria	Score Allocated
1	Firms General Experience & Experience in Similar Assignments	20
2	Approach & Methodology for proposed Assignment	50
3	Qualification and Experience of Team Leader & Other Key Professionals	30
Total Score		100

Appendix-I Datasheet

NARRATIVE EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

1. Firm's General Experience and Experience in Similar Assignments (40Points)

A. Experience in number of Households Covered(20points)

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 as per the Appendix-II of datasheet.

B. Experience in Similar Projects Updation of existing data, collection and recovery of taxes for ULBs (20points)

Criteria: The extent and depth of experience of the Firm / Agency for Updation of existing data , collection and recovery of taxes 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 in puts 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 experience of more ULBs with relevant nature.

2. Financial Capabilities, Methodology & Certifications (30Points)

A. Average Annual Turnover(5points)

Criteria: The average annual turnover in last three financial Years would be the basis of evaluation.

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

Between 3-5Cr	2
5-7Cr	3
More than 7Cr	5

B. Proposal Presentation (20points)

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.

C. Certifications (5points)

Criteria: The Project incorporates huge Financial Transaction with Software implementation, hence Security needs attention

Factors to consider: ISO9001:2015; ISO27001:2015&CMMi-level3

3. PERSONNEL (30Points)

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 the following criteria:

- i. Academic qualification.
- ii. Project related experience based on the number of years of relevant projects in ULB. Minimum benchmark experience shall carry zero (0) marks whereas every year added thereon shall carry marks.
- iii. Experience for any projects : Each year of experience shall carry marks.

Please refer the Appendix-II for detailed pattern of evaluation.

Weighted Marks for each Expertise/Personnel:

SL. No	Designation of Key Experts	Qualification	Weighted Marks
1.	Project Director	MBA/CA/ICWA. Experience in project management involving financial studies, survey/assessment/ collection of data and/or recoveries.	10
2.	Project Manager	PG with relevant experience in Tax collection/Data collection etc.	5
3.	Database Administrator	BE/B.TECH/MCA with relevant experience in handling Database management	2
4.	IT Manager cum Application Support Engineer	BE/B.TECH with relevant experience in handling Software Applications	3
5.	Surveyor	Graduate with relevant experience in survey & assessment of properties/collection& Recovery of	3

		taxes/user charges	
6.	MIS Expert	BE/B.Tec /MCA with relevant Experience in MIS operations	4
7.	Application Developer	BE/B.Tech/MCA with relevant experience in Software Application Development	3

Appendix- II DataSheet

DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

S. No	Criteria	Maximum Marks
1	Firms General Experience & Experience in Similar Assignments	20
A	Experience in number of households covered	10
(i)	Upto15,000 household	05
(ii)	From15,000 to25,000 households	08
(iii)	More than25,000 households	10
B	Experience in Similar Projects: Experience in " for Collection and Recovery of Taxes/Utility Charges" EVALUATEASPERTHEFOLLOWINGSUBCRITERIA	10
(i)	Up to 2 ULB	5
(ii)	2 to 4ULB	8
(iii)	More than 4ULBs	10
2	Financial Capabilities & Methodology	50
A	Average Annual Turnover in last three FY sending on 2021.	10
(i)	Between 3 to 5 Cr	4
(ii)	Between 5 to 7 Cr	6
(iii)	Above 7Cr	10
B	Proposal Presentation	35
I	Methodology	20
li	Presentation	15
C	Certifications	5
i	ISO9001-2015	2
ii	ISO9001&27001	3
iii.	CMMi-3	4
iv.	ISO9001, ISO27001&CMMi-3	5
3	Qualification and Experience of Personnel	30
A	Project Director	10
(i)	Academic qualification	5
(ii)	Project related experience based on the number of years of relevant Projects implemented related to ULBs.	5
B	Project Manager	5
(i)	Academic qualification	2
(ii)	Project related experience based on the number of years of relevant Projects implemented related to reforms in ULBs.	3
C	Database Administrator	2
(i)	Academic qualification	1

(ii)	Experience	1
D	IT Manager cum Application Support Engineer	3
(i)	Academic qualification	1
(ii)	Experience	2
E	Surveyor	3
(i)	Academic qualification	1
(ii)	Experience	2
F	MIS	4
(i)	Academic qualification	2
(ii)	Experience	2
G	Application Developer	3
(i)	Academic qualification	1
(ii)	Experience	2

Appendix-III Data Sheet
Bank Guarantee Format

B.G. No.....

Dated:.....

1. In consideration of the MUNICIPAL CORPORATION BHILAI having its office at BHILAI – 492 002, Chhattisgarh (here in after referred to as “ BMC ” , 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 _____
_____here in after 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 UPDATION OF EXISTING DATA ALONG WITH DOOR TO DOOR COLLECTION AND RECOVERY OF PROPERTY TAX , COMPOSITE TAX , WATER USER CHARGES , MUNICIPAL TAXES , MUNICIPAL LICENSE FEE , ADVERTISEMENT TAX , ETC . FOR MUNICIPAL CORPORATIONS OF BHILAI IN CHHATTISGARH (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 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 BMC an amount of Rupees 5,00,000/- (Rupees Five Lakh only) as PBG (hereinafter referred to as the “Performance Bank Guarantee ”) as our primary obligation without any demur , reservation , recourse , contestor 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 BMC 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 here by unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur , reservation , recourse , contestor protest and without any reference to the Firm /Agency or any other person and irrespective of whether the claim of the BMC is disputed by the Firm/Agency or not merely on the first demand from the BMC stating that the amount claimed is due to the BMC 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 asset for 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 Rupees 5, 00,000/- (Rs. Five Lakh Only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 365 days from this date , namely , till or for such extended period as maybe mutually agreed between the BMC and the Firm/Agency, and agreed to by the Bank, and shall continue to be in force till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the BMC 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 BMC that the Firm/Agency is in default as aforesaid shall be final and binding on us not withstanding any differences between the BMC 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 JV or the Bank with any other person.
7. In order to give full effect to this Guarantee, the BMC shall be entitled to treat the Bank as the principal debtor. The BMC 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 Document sort of extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Firm/Agency or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Firm/Agency or to postpone for any time and from time to time any of the powers exercisable by it against the said Firm/Agency and either to enforce or for bear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the BMC, and the Bank shall not be released from its liability under these presents by any exercise by the BMC 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 BMC or any indulgence by the BMC to the said Firm/Agency or by any change in the constitution of the BMC 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 here under shall be sufficiently give nor made if addressed to the Bank and sent by courier 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 claimonus addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the BMC to proceed against the said Firm/Agency before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank not withstanding any other security which the BMC 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 here under be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the BMC in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized 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 authorized official.

(Signature of the Authorized Signatory)(Official Seal)

SECTION 4

TECHNICAL FORMS

FORMTECH -1:TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

**MUNICIPAL COMMISSIONER
Municipal Corporation Bhilai**

Dear Sir,

We, the undersigned, offer to provide the services for “UPDATION OF EXISTING DATA ALONG WITH DOORTO DOORCOLLECTION AND RECOVERY OF PROPERTY TAX, COMPOSITETAX,WATER USER CHARGES,MUNICIPALTAXES,MUNICIPALLICENSEFEE,ADVERTISEMENTTAX,ETC.FORMUNICIPALCORPORATI
ONS
OF BHILAI IN CHHATTISGARH” under MUNICIPAL CORPORATION BHILAI 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/JV with: [Insert a list with full name and address of each Consortium/ JV Member]. Attached is the following documentation: [letter(s) of association or Memorandum of Understanding and power of attorney for lead member of Consortium/JV]

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Datasheet, 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.

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 Rupees 100/-)

Know all men by these presents, we..... (Name of the firm and address of the Registered office) do hereby irrevocably constitute, nominate, appoint and authorize 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 (herein after 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 UPDATION OF EXISTING DATA ALONG WITH DOOR TO DOOR COLLECTION AND RECOVERY OF PROPERTY TAX,CONSOLIDATED TAX,WATER USER CHARGES,MUNICIPAL TAXES,MUNICIPAL LICENSE FEE,ADVERTISEMENT TAX , ETC . FOR MUNICIPAL CORPORATIONS OF BHILAI IN CHHATTISGARH, 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 BMC, representing us in all matters before the BMC, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the BMC in all matters in connection with or relating to rising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the BMC. 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 here by conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAYOF, 2022.

For

.....

(Signature, name, designation and address)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1.....

2.....

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 executants(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 favor 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/-)

Whereas the Bhilai Municipal Corporation has invited applications from firms/ agencies for UPDATION OF EXISTING DATA ALONG WITH DOOR TO DOOR COLLECTION AND RECOVERY OF PROPERTY TAX, COMPOSITE TAX, WATER USER CHARGES, MUNICIPAL TAXES, MUNICIPAL LICENSE FEE, ADVERTISEMENT TAX, ETC. FOR MUNICIPAL CORPORATIONS OF BHILAI IN CHHATTISGARH

Whereas,.....(Name of the Firms/Agencies) and(collectively the "Consortium/JV") being Members of the Consortium/JV 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/JV to designate one of them as the Lead Member with all necessary power and Bhilai Municipal Corporation to do for and on behalf of the Consortium/JV, all acts, deeds and things as maybe necessary in connection with the Consortium's/JV bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS We..... having our registered office at and M/s.....having our registered office at.....(herein after collectively referred to as The "Principals")do here by irrevocably designate, nominate, constitute, appoint and authorize M/s.having its registered office at....., being one of the Members of the Consortium/JV, as the Lead Member and true and lawful attorney of the Consortium/JV (herein after 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/JV and; in the event the Consortium/JV 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/JV, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium/JV 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/ JV and generally to represent the Consortium/JV in all its dealings with the Bhilai Municipal Corporation, 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 there of till the Concession Agreement is entered into with the Bhilai Municipal Corporation.

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/JV.

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

For(Signature)

.....

(Name & Title)

For (Signature)

.....

(Name &

Title)Witnesse

s:

1.

2(Executants)

(To be executed by all the Members of the

Consortium/JV)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 executants(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 favor of the person executing this Power of Attorney for the delegation of power here under on behalf of the Applicant.

Format for Memorandum of Understanding (in case of Consortium)

This Memorandum of Understanding (MoU) entered into this day of 20XX at among.....
(herein after referred as".....") and having office at.....,India Party of the First
Part (herein after referred as" ")

And having office at...,India Party of the Second Part.....(herein after referred as" ")

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

Whereas the Bhilai Municipal Corporation has invited applications from firms/ agencies for the work of
UPDATION OF EXISTING DATA ALONG WITH DOOR TO DOOR COLLECTION AND RECOVERY OF PROPERTY
TAX, COMPOSITE TAX, WATER USER CHARGES, MUNICIPAL TAXES, MUNICIPAL LICENSE FEE,
ADVERTISEMENT TAX, ETC. FOR MUNICIPAL CORPORATIONS OF BHILAI IN CHHATTISGARH

The Parties are interested in jointly bidding for the Project as members of a Consortium/JV 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/JV shall enter
into a MoU and furnish a copy there of with the Application.

NO WITIS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning a
scribed thereto under the RFP.

2. Consortium/JV

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

2.2. The Parties here by undertake to participate in the Bidding Process only through this Consortium/JV
and not individually and/ or through any other consortium/JV
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/JV and shall have the power of
attorney from all Parties for conducting all business for and on behalf of the Consortium/JV during
the Bidding Process and until the Closure of the Contract.

***Clearly define roles & responsibilities of Lead Member & Consortium member as a separate
Agreement.**

4. Joint and Several liabilities

The Consortium Member do hereby undertake to be 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 Consortium Member shall be liable 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 Other Party

Other Party represents to the Lead Member as of the date of this Agreement that:

1. Such Party is duly organized, validly existing and in good standing under the laws of its Incorporation and has all requisite power to enter into this Contract;
2. The execution, delivery and performance by such Party of this Agreement has been Authorized by all necessary and appropriate corporate or governmental action and will not to the best of its knowledge:
 - a. Require any consent or approval not already obtained;
 - b. Violate any Applicable Law presently in effect and having applicability to it;
 - c. Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - d. Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, Indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - e. Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create alien, 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;
 - i. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - ii. 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 fulfilment of its obligations under this Agreement.

1. Payment Term

If the Project is awarded to the Consortium/JV, the Lead Member/Consortium member will execute the Escrow Agreement with Bhilai Municipal Corporation and Bank. The Payment will go to the Lead Member/Consortium member Account and after that both the Parties will distribute the same as per their mutual Consent.

2. 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/JV. However, in case the

- a) Consortium/JV 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 Bhilai Municipal Corporation to the Bidder, as the case maybe.

b) In case the Other Party directly communicates with the Bhilai Municipal Corporation without consent of Lead Member.

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 Bhilai Municipal Corporation.

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) In the presence of:

1.....

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 executants 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 favor of the person executing this Agreement for the delegation of power and Bhilai Municipal Corporation to execute this Agreement on behalf of the Consortium/JV Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and not arized in the jurisdiction where the Power of Attorney has been executed.

FORMTECH-2 : FIRM/AGENCY'S ORGANIZATION AND EXPERIENCE

FORMTECH-2A : Firm/Agency's Organization

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

Name of the Firm/Agency:	
Address of Registered Office of Firm/Agency:	
Year of Establishment:	
Annual Turnover*in last three years(Rs. In Lakhs) FY2019-2020 FY2020-2021: FY2021-2022 Average Annual Turnover for above three Financial Years: *Audited Statements to been closed	
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 3years:	
Any Award or Felicitation received by your Agency:	
Any Other Relevant Details:	

FORMTECH - 2B : Firm/Agency's Experience

[The following information should be provided in the format below for each reference assignment or which your firm, either individually as a corporate entity is 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 CEO/ 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 such as: administrative support, office space, local transportation, 2000equipment, 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 ,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 the min to 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 in consistent with the Work Schedule of Form TECH-7.
- c) **Organization and Personnel:** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel.

Team Composition, Task Assignments and Summary of CV Information

Team Leader and Key Professionals

Surname, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	No. of years of experience	Education /Degree (Year/ Institution)	% Achieved	CV signature (by expert/by other)

Support Staff:

SL. 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/Diploma	Institution		Year	%			
6	Professional Memberships	:								
7	Other Training/publications	:								
8	Countries of work Experience	:								
9	Languages	:	Language	Speak	Read	Write				
			English							
			Hindi							
			Punjabi							
10	Employment Record(Relevant experience)	:	From		To					
			Employer							
			Position Held							
			From		To					
			Employer							
			Position Held							
10	Employment Record(Other experience)	:	From		To					
			Employer							
			Position Held							
			From		To					
			Employer							
			Position Held							
11	Detailed Task Assigned(Relevant)	:								
12	Detailed Task Assigned(Other)	:								

(Signature and name of the authorized 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 authorized representative of the Bidder firm along with the seal of the firm
- Photocopies will not be considered for evaluation.

FORM TECH-6:PERSONNEL SCHEDULE

S. No	Position	Minimum Number
1	Project Director	1
2	Project Manager	1perZonalHQ
3	Team Leader	1per 10 collectors/recovery agents
4	Tax Collector/Recovery Agents	2perward
5	SAF & Assessment Agents	2perward
6	Tele Callers	2perULB

FORMTECH -7 : WORK SCHEDULE

Please use your own format

SECTION 5 : FINANCIAL PROPOSAL

Financial Proposal Standard Forms (FIN-1 and FIN-2) shall be used for the preparation of the Financial Proposal according to the instructions provided in the RFP.

FORM FIN -1 : FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

**To,
Municipal Commissioner
MUNICIPAL CORPORATION BHILAI**

Dear Sir,

We, the undersigned, offer to provide the consulting services for "UPDATION OF EXISTING DATA ALONG WITH DOOR TO DOOR COLLECTION AND RECOVERY OF PROPERTY TAX, COMPOSITE TAX, WATER USER CHARGES, MUNICIPAL TAXES, MUNICIPAL LICENSE FEE, ADVERTISEMENT TAX, ETC MUNICIPAL CORPORATION BHILAI in accordance with your Request for Proposal dated (Insert Date) and our Technical Proposal.

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

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

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

Were main,

Yours sincerely,

Authorized Signature (In full and initials):.....

Name and Title of Signatory:.....

Name of Firm:.....

Address:.....

FORM IN -2: SUMMARY BY COSTS

Project Title : UPDATION OF EXISTING DATA ALONG WITH DOOR-TO-DOOR COLLECTION AND RECOVERY OF PROPERTY TAX, COMPOSITE TAX, WATER USER CHARGE, MUNICIPAL TAXES, MUNICIPAL LICENSE FEE, ADVERTISEMENT TAX, ETC. FOR MUNICIPAL CORPORATIONS OF BHILAI IN CHHATTISGARH.

S.No	Description of Services	Services Fee in	
		(Percentage in figure)	(Percentage In words)
1	Total fee in percentage for realization of tax and non-tax for providing services for UPDATION OF EXISTING DATA ALONG WITH DOOR-TO-DOOR COLLECTION AND RECOVERY OF PROPERTY TAX, CONSOLIDATED TAX, WATER USER CHARGE, MUNICIPAL TAXES, MUNICIPAL LICENSE FEE, ADVERTISEMENT TAX, ETC. FOR MUNICIPAL CORPORATION BHILAI IN CHHATTISGARH as Mentioned in scope of work		

Note:

- a) The consultant/bidder has to quote the rates inclusive of all taxes, except Service Tax applicable.
- b) Once contract is awarded and the cost is optimized, BMC/ULB shall not be responsible for any other cost apart from the gross quoted % rates with applicable Service Tax.

SERVICE LEVEL AGREEMENT (Mentioned in General Terms and Conditions)

ANNEXURE – 1

3 Responsibility of the FirstParty

- 3.4 Assist the Second Party in getting ID cards, duly signed by Commissioner Municipal Corporation, within stipulated time.
- 3.5 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 ;
- 3.6 Make available Self- Assessment Form, as applicable;
- 3.7 Make available copies of all standard Self-Assessment forms, filled in by Assesses, as per Chhattisgarh Municipal Act.
- 3.8 The latest details of roads as Principal, Main and others categories and as and when amended with effective dates;
- 3.9 Share all information about Assesses with SECOND PARTY in respect of Property Tax, Consolidated Tax, Municipal Tax, Trade License, Water User Charges, and Advertisement Tax etc.
- 3.10 Provide digitized data base in any form, if available;
- 3.11 Provide GIS and contact survey details, when available;
- 3.12 Designate one officer, authorized by Municipal Commissioner, to sign all letters and notices to be issued on behalf of
 - 3.12.4 FIRST PARTY by the Second Party to the assesses for assessment, collection or recovery processes;
 - 3.12.5 Details of Bank accounts of FIRST PARTY where collections are to be deposited on timely basis; and
 - 3.12.6 Assist the Second Party, without which the Second Party cannot achieve results against duties as stipulated in the "Scope of Work".

4 Responsibility of the Second Party

- 4.4 Collect the required information and asses the properties/trade/water users as per the self-assessment form provided by FIRST PARTY in accordance with act, rules and regulations.
- 4.5 Develop/update an online application/software, create and update the database on current basis from physical assessment forms received by FIRSTPARTY.
- 4.6 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 FIRST PARTY officials.
- 4.7 Unique House Number of 15 digits would be provided to individual houses after survey

1	2	3	4	5	6	7	8	9	1	1	1	1	1	1	
ULB Name	War dNo.	Roa dNo	Type of House(mud/Cemente d)	No. of floor s	Residential/Commerci Al	House Number									

- 4.8 Collect Cash/Cheques/Demand Drafts from assesas demand mentioned in generated Challan/Receipts using Handheld Devices for generation of instant/real time Receipts linked with back office and banking records.
- 4.9 Print the Receipts in triplicate
- 2.6.1. One for the Assesses
 - 2.6.2. One for FIRST PARTY (to be provided with MIS reports and Banking details)
 - 2.6.3. One for SECOND PARTY for future reference
- 4.10 Update the database on real time as the payment is received and Receipt printed and SMS generated for receiving of payment along with the amount received and the mode of payment.
- 4.11 Generate SMS of collection of Cash to assesses and report to FIRST PARTY.
- 4.12 Keep safe the record of last payment in digitized format along with updating the software.
- 4.13 Deposit the collected Cash/Demand Draft within 24 hrs from the time of collection to the approved account.
- 4.14 Maintain a DCB (Demand Collection and Balance) format and report the same to FIRST PARTY.
- 4.15 Set up an Online Helpline, Chatting, SMS and Telephonic service during working hours, for facilitating citizens of FIRST PARTY to provide information on collection process, dues etc and register grievances raised by citizens against any discrepancies.
- 4.16 Maintain complete audit trail about the recorded feedback/grievances/enquiry to FIRST PARTY periodically and as and when required.
- 4.17 Application developed must have Database with proper documentation of database with all the rights to FIRST PARTY. The database must be designed in accordance with the application so as to be changed with another database when required.
- 4.18 Provide Web Based Dashboards for FIRST PARTY staff and Management for viewing the completed/pending tasks and able to generate various reports related to assessment, demand, balance and collection etc.
- 4.19 The application will be customizable based on requirements and SECOND PARTY will make it available without delay.
- 4.20 SECOND PARTY will try its best to ensure the implementation of work through strict compliance and strict enforcement of all procedures as per Chhattisgarh Municipal Act.
- 4.21 Objectives to be carried out for All ULB's for the entire holdings; residential, commercial, societies, private/government.

5 Second Party will develop/customize and update a Web based Online System for the following.

5.4 Customize and Update Existing Property/House Tax and Composite Tax Collection Module

- 5.4.4 Property tax module will be a web based online system to computerize the property tax operations of the revenue department of Municipal Corporations (First Party). The system will capture the data at the point of creation ensuring that the property and collection data is consistent and leading to better informed decisions. The system will allow the view of property tax data based on the roles to citizen, revenue collectors and the decision makers leading to transparency and efficiency in collections.

5.4.5 Second Party realizes that FIRST PARTY's existing property tax collection system is unique in some ways and hence will provide an architectural framework to support multiple system of property tax based on the ALV and other formats of calculation. The module will be customized easily to support FIRST PARTY' specific features. The module will support data base changes on property transfers, bifurcations and amalgamations and a richest of MIS and graphical reports based on property type, property usage and collection. The module will have an option to be integrated with GIS when needed.

5.5 Salient Feature of Existing Property Tax Module will be

1. Calculation of the property tax demand based on the ALV and other approved methods
2. Will support online work flow
 - a. Support for multiple floors
 - b. Arrears calculation based on occupation date and copy of last payment receipt
 - c. Automatic tax calculation
3. Support of amalgamation of property in data base created(only when approved by FIRST PARTY)
 - V. Will amalgamate existing properties into a single property
 - VI. Will Not allow amalgamation if taxes are due
 - VII. Will Deactivate of original property
 - VIII. Will support revision of property tax
4. Support for Bifurcation of property in database (only after approval by FIRST PARTY)
 - IV. Will create new properties from existing property
 - V. Will not allow bifurcation if taxes are due
 - VI. Will deactivate original property
5. Support for Name transfer (Only after authentication by FIRSTPARTY)
 - III. Name transfer of the property owner
 - IV. Will deactivate original name of owner
6. Support for Property modification
 - III. Will modify existing data leading to ALV/Demand Changes
 - IV. Modification of correspondence address/e-mail/contact numbers
7. Collections
 - VII. Will handle filed payment inform of Cash, Cheque, Demand Draft &Debit/Credit Card
 - VIII. Will handle dishonoured cheque
 - IX. Receipt cancellation
 - X. Interest charges for delayed payments
 - XI. Will support for rebate for early payment
 - XII. Will support for advance payment
8. Will maintain Demand Collection Balance registers
9. Objection
 - V. Will capture citizen objections
 - VI. Will support for hearing of objections
 - VII. Increase/decrease of Tax amount based on judgment
 - VIII. Will generate Memo for revised tax details
10. Recovery
 - III. Will generate Notice for the initiation of recovery process
 - IV. Capture actions on Notice issued
11. GIS integration
 - VI. Will be able to integrate with the parcel-based GIS
 - VII. Search and Located property on GIS Map

- VIII. Defaulters reports
- IX. Property usage reports
- X. Will display GIS reports based on various combination of Property and Demand attributes

12. Reports

- IV. Demand based collection Balance reports at a boundary level i.e. zone/ward
- V. MIS reports at Zone, ward, street levels as decision support tools for revenue department and citizens(e.g. Defaulters Report, Ward wise collection reports)
- VI. Collection trend analysis based on property type.

5.6 Water User Charges Collection Module

5.6.4 Important Features of Water user charges collection Module.

- 5.6.4.1 Creation of database
- 5.6.4.2 Apply for new connection online/offline
- 5.6.4.3 Automatic Computation of User Charges/Utility Charges(fixed or percent)
- 5.6.4.4 Generation of bills as per meter reading on the spot (real time)
- 5.6.4.5 Provide customers with payment plans
- 5.6.4.6 Track owner information
- 5.6.4.7 Generate Customer deposit report
- 5.6.4.8 Complete financial history
- 5.6.4.9 Real time payment entry posting
- 5.6.4.10 Payment register by date range
- 5.6.4.11 Miscellaneous Payment entry will be available
- 5.6.4.12 Print payment receipts
- 5.6.4.13 Generate custom reports
- 5.6.4.14 Will print past due list
- 5.6.4.15 Will generate graphs and Charts
- 5.6.4.16 Will print Consumption audit.

5.7 Municipal License/Trade License Fee Collection Module

5.7.4 Second Party will develop a web based online system to computerize the Municipal License Operations and Fee collection for the revenue department of FIRST PARTY. The license/permit approval will go through a work flow for approval process (to authorized personnel of FIRST PARTY) when a new application for Municipal license is made. Licenses can be renewed, modified, transferre etc using the system's data base. Collectors will be able to collect Fee for the same using the system.

5.7.4.1 Important Features of Municipal License Fee Collection Module.

- 5.7.4.1.1 Maintain a master of relevant trade categories, sub categories etc.
- 5.7.4.1.2 Application for new Municipal License with work flow for approval.
- 5.7.4.1.3 Record Objection notices during the process of application
- 5.7.4.1.4 Renewal of License
- 5.7.4.1.5 Cancellation of License
- 5.7.4.1.6 Modification of License
- 5.7.4.1.7 Transfer of License
- 5.7.4.1.8 Collection of License Fee
- 5.7.4.1.9 Penalty Calculation
- 5.7.4.1.10 SMS Integration (Through State SMS Gateway/any other gateway provided by the First Party)

5.8 Advertisement Tax Collection Module

5.8.4 This application developed will be in accordance to the Act for Advertisement Tax Collection for ULB's and will be in ownership of First Party after the Second Party completes its term of Service. The Second Party will develop this application by itself and customize it according to the needs of the First Party.

5.9 Citizen Service Support & Online Help Desk

5.9.4 Second Party will provision for services to the citizens for before and after-Tax collection.

5.9.5 A Desk Phone Number, integrated with Primary Rate Interface (PRI) connection to handle multiple incoming/outgoing calls at the same time. This service will be available for citizens during working hours i.e., 9:00 AM to 6:00 PM on all working days of the week. There will be an Interactive Voice Response as a welcome message and for his selection of what a citizen wants:(e.g .“Welcome to special helpline for Municipal Corporation; Press 1 for _____; Press 2 for _____;etc.”in dual language English/Hindi). Once the caller makes his choice, his call will be transferred to the concerned team for further process

8. Register a complain
9. Inquire about his/her last payment made
10. Inquire about his balance tax and billing cycle
11. Provide information for his Change of Billing address
12. Request to send tax collection agent for payment
13. Request for re-assessment of his property
14. Others

5.10 The entire Call Support team will have an access of the Web online system that would be developed for FIRST PARTY to update/mark/flag as per the requirement.

*Note: All the communications made between the Citizen and the Call Support Executive will be recorded and the VOX files will be provided to First Party in MP3 format from time to time or as per the demand inform of fCD/DVD.

5.11 Bill generation and Collection Process

5.11.4 Second Party will Appoint/Recruit Field Collection

Agents.3.8.2.Their Roles and Responsibilities

- xi. Door to Door SAF Survey & assessment.
- xii. Door to Door Bill generation (Holding Tax, Water user charges, Municipal Tax, Advertisement Tax, Municipal License Fee, etc).
- xiii. Door to Door Bill Collection(Cash, DD and Debit/Credit cards).
- xiv. Real time up date of Bill collection on Application provided.
- xv. Mark-upon bill not collected: follow-update and time.
- xvi. Flagging in the application if the Holding owner/occupant not co-operating.
- xvii. Deposit the daily collection in bank within 24 hours.
- xviii. Report to SECOND PARTY office after deposit in banks for submission of deposit slip.
- xix. Daily reporting on the experience on that particular day.
- xx. Mark-up of Holdings of visit for next day.

7. IEC Activities

- a. To facilitate the smooth and efficient functioning of Collection & Recovery of Property Tax/Water user charges/ Municipal License Fee/ Advertisement Tax, the following IEC activities should be implemented at respective ULB's:

S. No	IECActivity	Role
i.	Advertisements in Newspapers, TV Channels, Radio	ULB
ii.	Information Circulation on Hoardings	ULB
iii.	Information on Website	Agency
iv.	Awareness creation Slides on website	Agency
v.	Banners, Pamphlets, Information Brochures	ULB
vi.	Camping in Wards	Agency
vii.	Training Kits & video Help files	Agency
viii.	SAF distribution &Collection	Agency
ix.	Training & Support for SAF	Agency
x.	Printing of Publicity Material	ULB
xi.	News letter on Website	Agency
xii.	Publicity Campaign on Websites	Agency
xiii.	RTI	ULB

8. General Terms and Conditions

- XXIV.** Second Party shall be issued an appropriate Identity Card and also an Authorization letter by the FIRST PARTY, within 45 (forty five) working days of the signing of the contract. The Second Party should display the Identity Card with Photographs issued by the Second Party and copy of Authorization letter issued by the FIRST PARTY before entering any tax and non-taxpayer's premises. The Authorization Letter should mention prominently that the Agent/Second Party is authorized to assess, take recovery actions as per Regulations and collect the out standing dues of House/Property Tax and/or Vacant Land Tax by Cash/Demand Draft/Debit & Credit Cards.
- XXV.** The Second Party shall be authorized to collect payment through a Demand Draft only drawn in favor of "Commissioner or Municipal Commissioner, respective Municipal Corporation at the time of contract". The Second Party shall not receive any Cheque/Draft in their names.
- XXVI.** During the course of interaction with the tax and non-tax payers, Second Party or their representatives may come across cases where the tax and non-tax payers have already paid. In such cases Agent/Second Party 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 Second Party 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. Second Party will be entitled to get commission on differential amount deposited with the Account with the designated Bank.
- XXVII.** If assessee is not able to provide any evidence to the Second Party relating to last payment of tax. The Second Party will collect current dues and a declaration from assessee about no arrear. The

Second Party will transfer the collected information along with declaration to the FIRST PARTY for final assessment.

- XXVIII.** The Second Party will not be entitled for receiving due commission on tax or non-tax collected by other means.
- XXIX.** The First Party will not involve any other agency /person to collect the Property Tax/Water User Charges/Municipal License Fee.
- XXX.** The Second Party or their representatives shall be held personally responsible for any risks while pursuing the assignment under this RFP.
- XXXI.** To avoid the Human errors; SECOND PARTY will be appointing Tax collectors/collection agents specifically for each ward. The collectors will be limited to collect the revenue from their respective wards allotted. This will help SECOND PARTY to keep track of any discrepancy/wrong motive/bad practices of the collection agents. Even if any incident occurs where it is proved that the cash collected is not deposited on the name of the asset o the BMC (FirstParty)account, SECOND PARTY will be liable for such monetary loss.
- XXXII.** Any serious complaint against the Second Party or their representatives that is substantiated shall result in immediate cancellation of the contract including blacklisting of the Second Party for future business with FIRST PARTY, forfeiture of the security deposit. FIRST PARTY shall be free to take any action (including legal recourse) as deemed fit against the Second Party for its failure to follow the terms and conditions of the contract.
- XXXIII.** The employees by the Second Party in relation to collection services to be rendered to the FIRST PARTY shall be the sole responsibility of the Second Party as to their cost and consequences arising out of their engagement or conduct or any act of commission or omission.
- XXXIV.** The Second Party or their representatives, its Partners, Employees, and / or any affiliates shall be jointly and severally responsible and liable to the FIRST PARTY for any loss arising out of any misappropriation /embezzlements /misuse or for any omission or for any act of negligence and the collection Second Party or their representatives shall indemnify FIRST PARTY for the same.
- XXXV.** The Second Party or their representatives shall not enter into any compromise negotiation with the defaulting tax payers without the express written permission of the FIRSTPARTY.
- XXXVI.** The attested photographs of field personnel would need to be updated periodically by Second Party.
- XXXVII.** The FIRST PARTY shall not be liable to pay any remuneration or compensation or any other charges or expenses, taxes or levies etc., to the Second Party or any of its personnel except the percentage commission agreed to be paid by the FIRST PARTY under the agreement.
- XXXVIII.** Neither the Second Party nor any of the personnel by the Second Party for the purpose of the services whether owner, director, partner, employee, shall have employee and employer relationship with the FIRST PARTY.
- XXXIX.** The Second Party, its employees etc., shall not use the name, trademark and / logo of the FIRST PARTY in any sales or marketing publication or advertisement or in any other manner.
- XL.** The Second Party shall not assign/outsource the rights and obligation under the Second Party agreement without the express written permission of FIRST PARTY.
- XLI.** Second Party and/or their representatives shall work under the control of FIRST PARTY;
- XLII.** The Payment Gateway will be provided by the First Party to the Second Party to be in tegrated in the software application developed for collection of Online Payment through Debit/Credit Cards.
- XLIII.** The SMS gateway (along with the SMS package) will be provided by the First party to the Second Party to be integrated in the software application developed and real time up date of bill generation/collection to the assess.

XLIV. ARBITRATION

- a. Any disputes, differences, whatsoever, arising between the parties out of or relating to the scope, meaning, operation or effect of this Order shall be settled between BMC/ULB and the Agency amicably. If however, the BMC/ULB and Agency are not able to resolve their disputes / differences amicably as aforesaid the said disputes / differences shall be settled by Arbitration in accordance with the Rules of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- b. The arbitration shall be governed and regulated in all respect according to Laws of India.
- c. The venue of arbitration proceeding shall be BHILAI.
- d. Work under this order shall be continued by the Agency during the arbitration proceedings, unless otherwise directed in writing by BMC/ULB or unless matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

XLV. LIQUIDATED DAMAGE

- a. Time schedule shall be essence of the agreement. If the Second Party fails to complete the work within the time prescribed, the Second Party shall pay to the first party, the sum equal to 1%(one percent) of the fee of that phase of deliverables, for delays for every week as liquidated damages provided that the entire amount of liquidated damages shall not exceed 10% (ten percent)of total fee.
- b. The first party without prejudice to any other method of recovery shall deduct the amount of such damages from any amount due to the Second Party. The payment or deduction of suchdamagesshallnotrelievethesecondpartyfromhisobligationtocompletehisservicesorfromanyotherliability under the agreement.
- c. If any work is not completed within the stipulated time, then the first party shall have an option to get the service of the other agencies to complete the work and the extra expenditure incurred by the first party shall be recovered from the Second Party.

XLVI. CONFIDENTIALITY

The Second Party or their Personnel shall not, during the term, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or First party's business or operations without the prior written consent of First party.

XLVII. The Selected Agency should follow the minimum wages Act as per the rules & regulations

9. CODE OF CONDUCT COMPLETELY BINDING ON COLLECTION SECOND PARTY SELECTED FOR THE ASSIGNMENT

XVI. The Second Party shall not adopt or resort to any method, conduct or procedure in contravention of any law. The Second Party, 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 threaten in gand anonymous calls or making false and misleading representation. However, the Second Party shall be free to make aware the defaulting assesses the provisions in the Chhattisgarh Municipal Act, and relevant Rules and Regulations regarding collections and recovery of Tax and Non-Tax arrears.

- XVII. The employees engaged by the Second Party in relation to the services for scope of work to be rendered to FIRST PARTY shall be the sole responsibility of the Second Party as to their cost and consequences arising out of their engagement or conduct or any act of commission or omission.
- XVIII. The Second Party shall keep and treat all information whether verbal, written, or any documents received from FIRST PARTY 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 Second Party shall return the entire information and material to FIRST PARTY. The Second Party 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.
- XIX. The Second Party is authorized to represent FIRST PARTY before the defaulting customer only for the sole purpose of speedy and effective collection of revenue due and payable to FIRST PARTY and for no other purpose whatsoever
- XX. The Second Party, its Partners, employees ,and/or any affiliates shall be jointly and severally responsible and liable to FIRST PARTY for any loss arising out of any misappropriation/embezzlements/misuse or for any omission or for any act of negligence and the Second Party shall indemnify FIRST PARTY for the same.
- XXI. The Second Party shall ensure that the acts, deeds, matters and things done or cause to be done under the represents are not in contravention of any law for the time being force in India.
- XXII. The Second Party shall not enter into any negotiation with defaulting customers for a compromise, composition or waiver of rights of FIRST PARTY without the expressed written permission of FIRSTPARTY.
- XXIII. The Second Party 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.
- XXIV. The Second Party, its employees, Investigators shall carry an identity card to be issued by the FIRST PARTY wherever field visits are carried out in the cases/accounts are assigned.
- XXV. The Second Party'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.
- XXVI. The Second Party hereby agrees that the First Party or any person authorized by the First party has the 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 FIRST PARTY from time to time. The Second Party shall fully cooperate with such Second Party in respect to any internal or external audits.
- XXVII. The Second Party hereby agrees that they will preserve the documents and data in accordance with the legal/regulatory obligation of FIRST PARTY in this regard and FIRST PARTY will have rights to audit the process at any time.
- XXVIII. The Second Party will comply with all statutory requirements/dues as applicable from time to time.
- XXIX. The Second Party will furnish MIS as may be desired by FIRST PARTY on periodical basis.
- XXX. The employees of the Second Party for Collection shall carry ID Badge with photograph duly authorized by the Second Party along with the authorization on official letter head of ULB authorities.

*****EOD*****