



Bhubaneswar Municipal Corporation
Progress Through Partnership for Better Bhubaneswar

No : 11025

Date :- 16. 05. 2017

NOTICE

Bhubaneswar Municipal Corporation invites response to RFP for "**Selection of an agency for Property Tax / Holding Tax Assessment, Billing and Collection**". Interested agencies may submit their response in a sealed envelope addressed to the **Commissioner, Bhubaneswar Municipal Corporation**, Vivekananda Marg, Bhubaneswar -14 by Speed Post / Registered Post, clearly superscribing "Request for Proposal for Selection of an agency for Property Tax / Holding Tax Assessment, Billing and Collection". They may obtain further information about the requirements and procedures for submitting the response at www.bmc.gov.in.

The last date and time of submission of response is **19.06.2017 at 03.00 PM**.


Additional Commissioner
Bhubaneswar Municipal Corporation.

Memo no - 11026

Dated - 16.05.2017.

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Additional Commissioner
Bhubaneswar Municipal Corporation.

**REQUEST FOR PROPOSAL
FOR
SELECTION OF AN AGENCY FOR
PROPERTY TAX/HOLDING TAX
ASSESSMENT, BILLING &
COLLECTION**



Bhubaneswar Municipal Corporation
Progress Through Partnership for Better Bhubaneswar

VIVEKANAND MARG, NEAR KALPANA SQUARE, BHUBANESWAR-751014

Phone: 0674-2431403

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Applicants or any other person. The purpose of this RFP is to provide prospective Applicants with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Applicant upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select an Applicant or to appoint the selected Agency, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

PART-A: INSTRUCTION TO APPLICANTS

SECTION-1: DEFINITIONS

- 1.1 **“Applicable Law”** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- 1.2 **“Applicant”** means any person that submits a Proposal pursuant to this RFP.
- 1.3 **“Clause”** means a clause of the ITA.
- 1.4 **“Client”** means Bhubaneswar Municipal Corporation (BMC), the implementing authority that will sign the Contract for the Services with the selected Agency.
- 1.5 **“Companies Act”** means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.
- 1.6 **“Agency”** means the successful Applicant selected by the Client in accordance with this RFP to enter into the Contract to provide the Services.
- 1.7 **“Assessment”** means **determination of property tax/holding tax on the basis of the Annual Value of land and building and includes self- assessment, periodic assessment, suo motu assessment and revision of assessment.**
- 1.8 **“Contract”** means the legally binding written agreement to be executed between the Client and the selected Agency. A draft of the Contract has been set out and includes all the documents listed in the draft Contract.
- 1.9 **“Data Sheet”** means the data sheet set out in Section 6 of Part A with specific details and information to supplement (and not override) the general provisions set out in Part A of the ITA.
- 1.10 **“Day”** means a calendar day.
- 1.11 **“Eligibility Criteria”** means, collectively, the financial eligibility criteria and the technical eligibility criteria specified in the Data Sheet and the other eligibility criteria specified in Clauses 2.8, 2.9 and 2.10, which an Applicant is required to satisfy to be qualified as an eligible Applicant for award of the Contract.
- 1.12 **“EMD”** shall have the meaning ascribed to it in Clause 3.10.

- 1.13** “Financial Proposal” means the financial proposal of the Applicant comprising the documents set out in Clause 3.9.3.
- 1.14** “GoO” means the Government of Odisha.
- 1.15** “GoI” means the Government of India.
- 1.16** “ITA” mean the Instructions to Applicant set out in Part-A of the RFP that provides the Applicants with all the information needed to prepare their Proposals.
- 1.17** “Performance Security” shall have the meaning ascribed to it in Clause 4.3.
- 1.18** “Proposal” means the submissions made by an Applicant pursuant to the RFP, which will include the Qualification Documents, Technical Proposal and the Financial Proposal.
- 1.19** “Proposal Due Date” means the last date for submission of the Proposals, as specified in the Data Sheet.
- 1.20** “Qualification Documents” means the documents submitted by the Applicant to demonstrate its eligibility in accordance with Clause 3.9.
- 1.21** “RFP” means this, request for proposal dated along with its schedules, annexure and appendices and includes any subsequent amendment issued by the Client.
- 1.22** “Services” means the work to be performed by the Agency pursuant to the Contract, as described in greater detail in the TOR at Part - F.
- 1.23** “Technical Proposal” means the technical proposal of the Applicant comprising the documents set out in Clause 3.9.

SECTION-2: INTRODUCTION

2.1 Bhubaneswar Municipal Corporation - An introduction

Bhubaneswar Municipal Corporation (BMC) was constituted in the year 1948 as a Notified Area Committee then to a Municipality in the year 1979 and finally to a Corporation in the year 1994. BMC has undertaken pioneering work in various fields and perceives its role as principal provider of various services to provide a better quality of life to the residents of Bhubaneswar. An area of 186 sq. K.M. is being covered by BMC which is divided into 67 wards. The approximate number of properties under the ambit of property tax is 85000.

2.2 Objective

This Request for Proposal (RfP) is for Selection of an Agency for Property Tax assessment, billing and collection from all Assesses within jurisdiction of the BMC. BMC shall engage an agency for assessment/re-assessment of properties, maintenance and updation of digitized database, billing, collection and recovery of Property Tax from all Assesses within its jurisdiction. The objective is to achieve full and complete coverage of all assesses in respect of Property Tax and also to achieve at least 95% collection of assessment by end of two years of contract.

2.3 Scope of Services

Please refer PART-F for detailed Term of Reference.

2.4 Eligibility Criteria

2.4.1 The bidder should be a company incorporated under The Companies Act, 1956 or The Companies Act, 2013 or a limited liability partnership registered under the LLP Act, 2008 or Registered Partnership Firm under the Partnership Act 1932. The applicant should be a single entity as consortium is not allowed to participate in the bidding. The bidder should possess the following eligibility:

- A) Bidder must have experience of billing and collection for at least two Government bodies i.e. Electricity Department/ Water Boards/ Municipal Corporation or any other Government bodies during the last 5 years.
- B) Bidder must have average annual turnover of Rs. 7.5 (seven and half) crores in the previous three financial years i.e. FY 2013-14, 2014-15 & 2015-16.
- C) Bidder must have valid Service Tax Registration.

2.4.2 Other Conditions

Even if an applicant satisfies the above requirements, it will be subject to disqualification if it has:

- a. Made a false representation in the form, statement and attachments required in the Registration documents;
- b. Record of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion;
- c. If it has been convicted by any court of law.

2.4.3 An Applicant must not have, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.

2.5 The Contract, which will be signed between the Client and the agency is for a term of 3 years, which may be extended to another period of 3 years on mutually acceptable terms and conditions.

2.6 The Client has adopted a single-stage bid process for selection of the agency. Applicants, who are eligible in accordance with clause 2.4, 2.8, 2.9 and 2.10 of the RFP, are invited to submit their Proposals for providing the Services, which will consist of three parts: (a) Qualification Documents (b) Technical Proposal; and (c) Financial Proposal, each in the formats specified in Part B,C and D.

2.6.1The evaluation of the Proposals will be carried out in three sub-stages:

- (a) The first sub-stage will involve qualification of the Applicants based on evaluation of their Qualification Documents to determine compliance with the Eligibility Criteria. Only those Applicants who are found to meet the Eligibility Criteria will be qualified for the next sub-stage.
- (b) In the second sub-stage, the Technical Proposals of the eligible and qualified applicant will be evaluated to determine compliance with the requirements of this RFP, including the TOR. Only those Applicants who score at least the minimum qualifying technical score, as specified in the Data Sheet, on their Technical Proposals will be eligible for evaluation of their Financial Proposals in the second sub-stage.
- (c) In the third and final sub-stage, the Financial Proposals of the qualified applicants whose Technical Proposals have received at least the minimum

qualifying technical score will be evaluated and scored in accordance with the formula specified in the Data Sheet. The Proposals of the qualified Applicants will be finally ranked on the basis of their combined weighted technical score and financial score, with 70% weightage being assigned to the Technical Proposal and 30% weightage to the Financial Proposal.

- (d) The first ranking Applicant will be invited to participate in negotiations with the Client in accordance with Section 5. Thereafter, upon completion of the negotiations, the Client will issue a letter of award to the first ranking Applicant, declaring the first ranking Applicant to be the selected Agency. Following receipt of the letter of award, the Applicant will furnish the Performance Security in accordance with Clause 4.3, fulfill any other conditions specified in the letter of award and execute the Contract with the Client.
- (e) The Applicants should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Applicants may attend the pre-bid meeting, which will be held on the date specified in the Data Sheet, during which the Applicants will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFP. Attending any such pre-bid meeting is optional and is at the Applicants' expense.
- (f) The statements and explanations contained in the RFP are intended to provide the Applicants with an understanding of the scope of the Services. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Agency, as set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Agency or the scope of the Services or the terms of the Contract.
- (g) Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give effect to this intent. The Client will not entertain any claims on account of such omissions, conflicts or contradictions.
- (h) The Client may endeavor to provide to the Applicants, in a timely manner and at no additional cost, the inputs, relevant project data, responses to queries and reports required for the preparation of the Proposals.
- (i) The Client will endeavor to adhere to the timelines set out in the Data Sheet for carrying out the bid process and award of the Contract.

2.7 It will be assumed that Applicants will have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Proposals.

2.8 Conflict of Interest

BMC requires that Agency provide professional, objective, and impartial service/advice and at all times hold the Client's interest's paramount, avoid conflicts with other assignments or their own interests and act without any consideration for future work. The Agency shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

2.9 Unfair Competitive Advantage

Fairness and transparency in the selection process requires that the Applicant or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available together with this RFP all information that would in that respect give the Applicant any unfair competitive advantage over competing Agencies.

2.10 Corrupt and Fraudulent Practices

2.10.1 The Applicant (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFP, the Client shall reject a proposal without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Section E.

2.10.2 To this end, the Applicant shall permit and shall cause its agents and Personnel to permit the Client to inspect all records, and other documents relating to the submission of the Proposal.

2.11 Acknowledgement by Applicant

2.11.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (i) made a complete and careful examination of the RFP and any other information provided by the Client under this RFP;
- (ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
- (iii) Satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFP.
- (iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Contract; and
- (v) agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Contract.

2.12 Rights of the Client

2.12.1 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the agency;
- (ii) consult with any applicant in order to receive clarification or further information;
- (iii) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any applicant;
- (iv) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any applicant, provided that any such verification or lack of such verification by the Client shall not relieve the Applicant of its obligations or liabilities, or affect any of the rights of the Client;
- (v) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Applicant in question does not provide, within the time

specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

- (vi) accept or reject a Proposal, annul the bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the Agency, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Applicant.

2.12.2 If the Client exercises its right under this RFP to reject a Proposal and consequently, the first/highest ranked Applicant gets disqualified or rejected, then the Client reserves the right to:

- (i) invite the next ranked Applicant to negotiate the Contract; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Client, including inviting fresh Proposals from the qualified Applicants or annulling the entire bid process.

Section-3: Preparation of Proposals

3.1 General Considerations

In preparing the Proposal, the Applicant is expected to examine the RFP in detail. The RFP must be read as a whole. If any Applicant finds any ambiguity or lack of clarity in the RFP, the Applicant must inform the Client at the earliest to seek clarity on the interpretation of the RFP. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

3.2 Cost of Preparation of Proposal

The Applicant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Applicant.

3.3 Language

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Applicant and the Client shall be written in the language(s) specified in the Data Sheet.

3.4 Documents Comprising the Proposal

3.4.1 The Proposal shall consist of 3 parts: (a) Qualification Documents (b) the Technical Proposal; and (c) the Financial Proposal. Each part will comprise the documents and forms listed in Clauses 3.9.

3.4.2 The Applicant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution.

3.5 Only One Proposal

The Applicant shall submit only one Proposal. If an Applicant submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected.

3.6 Proposal Validity

3.6.1 Each Proposal must remain valid for the period specified in the Data Sheet.

3.6.2 During the Proposal validity period (as specified in the Data Sheet), the Applicant shall maintain its original Proposal without any change, including the proposed Team Leader and MIS Expert and the Financial Proposal.

3.6.3 If it is established that Team Leader and MIS Expert nominated in the Applicant's Proposal was included in the Proposal without his/her confirmation, such Proposal shall be rejected and may be subject to sanctions specified in Section E for corrupt and fraudulent practices.

3.6.4 The Client will make its best effort to complete the bid process and select the Agency within the Proposal's validity period specified in the Data Sheet. However, should the need arise, the Client may request, in writing, all Applicants who submitted Proposals prior to the Proposal Due Date to extend the Proposals' validity.

3.6.5 If the Applicant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the continued availability of the Team Leader and MIS Expert.

- 3.6.6** The Applicant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated, and the EMD of such Applicant will be returned in the manner set out in this RFP.
- 3.6.7** In the event an Applicant agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Applicant along with the Proposal (as the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period.

3.7 Clarification and Amendment of the RFP

- 3.7.1** The Applicant may request a clarification of any part of the RFP prior to the last date for submission of queries, as indicated in the Data Sheet. Any queries or requests for additional information in relation to the RFP should be submitted in writing or by fax or email. The envelope or communication must clearly bear the following subject line - "Per Bid Queries - Selection of Agency for Assessment, Billing & Collection of Property Tax" and sent to the address/number/e-mail address indicated in the Data Sheet.
- 3.7.2** The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Data Sheet. The Client's responses to Applicant queries (including an explanation of the query but without identifying its source) will be made available to all Applicants and shall be uploaded on the Client's website. It shall be the Applicant's responsibility to check the Client's website for the responses to the queries or requests for clarification. The Client may, but shall not be obliged to communicate with the Applicants' by e-mail, notice or other means it may deem fit about the issuance of clarifications. The Client reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this RFP shall be taken to be or read as compelling or requiring the Client to respond to any query or to provide any clarification. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- (a) At any time before the Proposal Due Date, the Client may amend the RFP by issuing an amendment. The amendments shall be uploaded on the Client's website and will be binding on the Client and the Applicants. The Applicants shall update themselves by visiting the Client's website regularly and the Client bears no responsibility for any Applicant's failure to do.

(b) If the amendment is substantial, the Client may extend the Proposal Due Date to give the Applicants reasonable time to take an amendment into account in their Proposals.

(c) Verbal clarifications and information given by the Client or any other Person for or on its behalf shall not in any way or manner be binding on the Client.

3.7.3 The Applicant may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified in the Data Sheet on the Proposal Due Date.

3.8 Preparation of Proposals - Specific Considerations

While preparing the Proposal, the Applicant must give particular attention to the estimated man-months' time input required for the Terms of Reference as set out in the Part- F. The Proposal shall be based on the Applicant's own estimates of the time to be spent on providing the Services.

3.9 Qualification Documents, Technical Proposal Format and Financial Proposal

The Qualification Documents and Technical Proposal is un-priced proposal and shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.

3.9.1 The Qualification Documents submitted by an Applicant shall comprise the following:

- (i) The Qualification Documents Proposal Submission Form in the form attached at Appendix 1;
- (ii) Details of the Applicant in form set out at Appendix 2;
- (iii) The bid document and processing fee in the form of a demand draft drawn in favour of the Client;
- (iv) The EMD in the format set out at Appendix 3;
- (v) A power of Attorney for signing the Proposal in the format set out in Appendix 4;

- (vi) Affidavit certifying that the Applicant is not blacklisted in the format set out in Appendix 5;
- (vii) Financial qualification Certificate from the Statutory Auditor of the Bidder in the format set out in Appendix 6 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity;
- (viii) Technical qualification (Experience of the firm) of the Bidder in the format set out in Appendix 7 along with supporting certificates from clients;
- (ix) Duly certified copy of the Applicant's certificate of incorporation/certificate of registration issued under its applicable laws.

- (x) Copy of Service Tax Registration Certificate

3.9.2 The Technical Proposal submitted by an Applicant shall comprise the following:

- (i) Comments and suggestions on the TOR and facilities to be provided by the Agency in the format set out in Appendix-8;
- (ii) Description of approach, methodology, and work plan in the format set out in Appendix 9;
- (iii) Curriculum vitae of Team Leader and MIS Expert/ Data Analyst in the format set out in Appendix 10;
- (iv) Work schedule for Deliverables in the format set out in Appendix 11
- (v) The Technical Presentation in MS PowerPoint format written on a CD/DVD and marked & sealed in a cover. (The proposed team leader by the applicant has to make presentation from the same CD during Technical Presentation).

3.9.3 Financial Proposal

The Financial Proposal to be submitted by the Applicant shall be in the format set out in Appendix 12.

The bid parameter will be the "service charges per assessee for assessment/ re-assessment" to be quoted by the bidder.

The Applicants are responsible for meeting all tax liabilities and any out of pocket expenses arising out of the Contract.

3.10 Earnest Money Deposit

- 3.10.1 An Earnest Money Deposit (**EMD**) amount as indicated in the Data Sheet in the form of an irrevocable, unconditional and on-demand bank guarantee drawn in favour of the Client and payable at Bhubaneswar must be submitted along with the Proposal.
- 3.10.2 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 3.10.3 The EMD submitted along with the Proposal will remain valid for the period as mentioned in Data Sheet, including any extensions thereof.
- 3.10.4 No interest shall be payable by the Client for the sum deposited as EMD.
- 3.10.5 Unless forfeited in accordance with Clause 3.11 below, the EMD of the unsuccessful Applicants will be returned within 1 month of signing of the Contract with the Agency. The EMD of the selected Applicant (i.e., the Agency) will be returned upon the selected Applicant furnishing the Performance Security in accordance with Clause 4.3.

3.11 Forfeiture of EMD

The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client under the RFP or in law under the following conditions:

- a. If an Applicant withdraws its Proposal during the Proposal validity period or any extension agreed by the Applicant thereof.
- b. If an Applicant is disqualified in accordance with Clause 2.8
- c. If the Applicant tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Clause 2.10.
- d. If an Applicant is declared the first ranking Applicant and it:
 - (i) Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Applicant shall not be construed as withdrawal of proposal by the first ranked Applicant;
 - (ii) fails to furnish the Performance Security in accordance with Clause 4.3 of the RFP;
 - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;

- (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- (v) fails to execute the Contract.

3.12 Bid documents and Processing Fees

All Applicants are required to pay the amount as indicated in the Data Sheet towards the cost of bid documents and processing fees as follows:

- a. Bid document and processing fee shall be paid through demand draft drawn in favour of the Client.
- b. The bid document and processing fee is non-refundable.

Please note that the Proposal, which does not include the Bid documents and processing fees, would be declared as non-responsive and accordingly, rejected.

Section-4: Submission, Opening & Evaluation

4.1 Submission, Sealing and Marking of Proposal

- 4.1.1 The Applicant shall submit a signed and complete Proposal comprising the documents specified in Clause 3.9.
- 4.1.2 The Proposal shall be submitted in physical form (hard copy) in a spiral binding book format and will be hand delivered or sent by registered post, speed post or courier in the manner and to the address specified in the Data Sheet.
- 4.1.3 The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.
- 4.1.4 Each Proposal must be typed or written in indelible ink and an authorized representative of the Applicant shall sign the Proposal and physically initial all pages of the Proposal. The authorization shall be by way of a written power of attorney executed in the format attached as Appendix 4. The name and position held by the person signing the Proposal must be typed or printed below the signature.
- 4.1.5 The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Applicant. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they

are signed or initialed by the authorized signatory/ person signing the Proposal.

4.1.6 The number of copies required to be submitted is indicated in the Data Sheet.

4.1.7 The Proposal will comprise 3 separate sealed envelopes which will be placed in a sealed outer envelope as follows:

(a) The first envelope (Envelope A) will contain the Qualification Documents and be marked as follows:

“SELECTION OF AN AGENCY FOR ASSESSMENT, BILLING &
COLLECTION OF PROPERTY TAX”
QUALIFICATION DOCUMENTS
DO NOT OPEN BEFORE [Insert Time Indicated in the Data Sheet] ON
[Proposal Due Date]”

(b) The second envelope (Envelope B) will contain the Technical Proposal and be marked as follows:

“SELECTION OF AN AGENCY FOR ASSESSMENT, BILLING &
COLLECTION OF PROPERTY TAX”

TECHNICAL PROPOSAL
DO NOT OPEN BEFORE COMPLETION OF EVALUATION OF
QUALIFICATION DOCUMENTS”

(c) The third envelope (Envelope C) will contain the Financial Proposal and be marked as follows:

“SELECTION OF AN AGENCY FOR ASSESSMENT, BILLING &
COLLECTION OF PROPERTY TAX”
FINANCIAL PROPOSAL
DO NOT OPEN BEFORE COMPLETION OF EVALUATION OF
TECHNICAL PROPOSAL”

(d) The sealed envelopes containing the Qualification Documents, Technical Proposal and Financial Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the name and address of the Applicant and the RFP reference number and be marked as follows:

“SELECTION OF AN AGENCY FOR ASSESSMENT, BILLING &
COLLECTION OF PROPERTY TAX”

PROPOSAL

DO NOT OPEN BEFORE [Insert Time Indicated in the Data Sheet] ON
[Proposal Due Date]"

- (e) If the envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

4.2 Confidentiality

- 4.2.1 From the time the Proposals are opened to the time the Contract is awarded, the Applicant should not contact the Client on any matter related to its Qualification Documents, Technical Proposal and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Applicants who submitted the Proposals or to any other party not officially involved with the bid process, until the publication of the Contract award.
- 4.2.2 Any attempt by an Applicant or anyone on behalf of the Applicant to influence improperly the Client in the evaluation of the Proposals or award of the Contract may result in the rejection of its Proposal.
- 4.2.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an Applicant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

4.3 Performance Security

- 4.3.1 Upon selection, the Agency shall furnish to the Client, a performance security of the amount specified in Clause 4.3.2 below, on or before execution of the Contract to secure the due performance of the obligations of the Agency under the Contract (the **Performance Security**). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favor of the Client in the format appended to the Contract.
- 4.3.2 The Performance Security shall be for an amount equal to **Rs. 1.00 crore(OneCrore)**.

4.4 Opening and Evaluation of Proposals

- 4.4.1 The Client shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.
- 4.4.2 The Client shall open the Proposals at the time and on the date and the address specified in the Data Sheet.

- 4.4.3 The Client's evaluation committee shall conduct the opening of the Proposals in the presence of the Applicants whose authorized representatives choose to attend the bid opening event.

4.5 Responsiveness and Eligibility Tests

- 4.5.1 First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Applicants are eligible to be awarded the Contract. The Qualification Documents shall be considered responsive only if:
- (a) all documents specified in Clause 3.9 are received in the prescribed format;
 - (b) the Proposal is received by the Proposal Due Date;
 - (c) it is signed, sealed and marked as specified in Clause 4.1;
 - (d) it contains all the information and documents (complete in all respects) as requested in this RFP; and
 - (e) it does not contain any condition or qualification.

If any Applicant is found to be disqualified in accordance with the terms of the RFP or the Qualification Documents are found to be non-responsive or the Applicant does not meet the Eligibility Criteria, then the Proposal submitted by such Applicant will be rejected.

4.6 Evaluation of Technical Proposals

The Client's evaluation committee shall evaluate the Technical Proposals of eligible Applicants for responsiveness. If the Technical Proposal is found:

- (a) not to be complete in all respects; or
- (b) not duly signed by the authorized signatory of the Applicant;
- (c) not to be in the prescribed format; or
- (d) to contain alterations, conditions, deviations or omissions,

then such Technical Proposal shall be deemed to be substantially non-responsive and be liable to be rejected.

Each responsive Technical Proposal submitted by an eligible Applicant will be given a technical score on the basis of the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. The Financial Proposals of only those Applicants who score at least the minimum qualifying technical score, as specified in the Data Sheet, on their Technical Proposals will be opened by the Client.

4.7 Public Opening of Financial Proposals

- 4.7.1 After the evaluation of Technical Proposals of eligible Applicants is completed, the Client shall notify those Applicants whose Qualification documents were considered non-responsive to the RFP or who do not score the minimum qualifying technical score that their Financial Proposals will not be opened, along with information relating to the Applicant's overall technical score, as well as scores obtained for each criterion and sub-criterion. The Financial Proposals of technically unqualified Applicants will be returned unopened. The Client shall simultaneously notify in writing those Applicants that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The opening date should allow the Applicants sufficient time to make arrangements for attending the opening. The Applicant's attendance at the opening of the Financial Proposals is optional and is at the Applicant's choice.
- 4.7.2 The Financial Proposals of eligible Applicants whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Applicants whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Applicants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be evaluated to confirm that they have remained sealed and unopened and are responsive in terms of the RFP. If any Financial Proposal is found:
- (i) not to be complete in all respects;
 - (ii) not duly signed by the authorized signatory of the Applicant;
 - (iii) not to be in the prescribed format; or
 - (iv) to contain alterations, conditions, deviations or omissions,
- then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.
- 4.7.3 The Financial Proposals that are found to be responsive will be evaluated, and the total cost quoted by the eligible and technically qualified Applicants will be read aloud and recorded. Each responsive Financial Proposal will be given a financial score on the basis of the formula specified in the Data Sheet.

4.8 Correction of Errors

Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case.

4.9 Combined Quality and Cost Evaluation

The total score of an eligible and technically qualified Applicant will be calculated by weighting its technical score and financial score and adding them as per the formula set out in the Data Sheet. The Proposals of the eligible and technically qualified Applicants will then be ranked on the basis of their combined weighted technical and financial score. The preferred applicant(s) may be issued a letter of invitation by the Client to negotiate the Contract with the Client.

If 2 or more Applicants are ranked the highest Applicants with the same combined weighted technical and financial score, the Proposal with the higher technical score will be ranked first. Subject to Clause 5.4, the first/highest ranked Applicant will ordinarily be the selected Applicant.

Section-5: Negotiations & Award

5.1 Negotiations

5.1.1 The preferred Applicant(s) may, if necessary, be invited for negotiations with the Client. The negotiations will be held with the preferred Applicant's authorized representative at the date and address as intimated to the preferred Applicant. The negotiations will be for re-confirming the obligations of the preferred applicant under the Contract and the RFP and finalising the detailed work plan, deliverables and payment milestones.

5.1.2 The Client shall prepare minutes of negotiations which will be signed by the Client and the preferred applicant(s)' authorized representative.

5.2 Technical Negotiations

The negotiations will include discussions on the Terms of Reference (TORs), the proposed methodology, quality of work plan, the Client's inputs, deployment of the

Support Team, the special conditions of the Contract, and finalizing the details of the Services to be provided by the preferred applicant(s). These discussions shall not substantially alter the original scope of Services under the TOR or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

5.3 Financial Negotiation

The negotiations may include discussions on the preferred applicant(s)' tax liability and how it should be reflected in the Contract.

5.4 Conclusion of Negotiations

If the negotiations fail, the Client shall inform the preferred Applicant(s) in writing of all pending issues and disagreements and provide a final opportunity to the first/highest ranking Applicant to respond. If disagreement persists, the Client shall terminate the negotiations informing the preferred Applicant(s) of the reasons for doing so. Upon termination of the negotiations with the preferred Applicant(s), the Client may invite the next-ranked Applicant(s) to negotiate the Contract with the Client or annul the bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the next-ranked Applicant(s), the Client shall not reopen the earlier negotiations.

5.5 Award of Contract

5.5.1 After completing the negotiations, the Client shall issue a letter of award to the selected Applicant(s):

- (i) accepting the Proposal of the selected Applicant(s) with such modifications as may be negotiated with the Client;
- (ii) appointing it as the Agency;
- (iii) requesting it to submit the Performance Security in accordance with Clause 4.3;
- (iv) requesting it to appoint Team Leader, MIS Expert, Surveyors/Assessors and other required staffs to perform the Services or a part thereof in accordance with the Contract;
- (v) Subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

Within [15] days of receipt of the letter of award, the selected Applicant shall sign and return a copy of the letter of award.

- 5.5.2** Upon execution of the Contract, the Client will notify the other technically qualified Applicants of the conclusion of the selection process and/or upload the details of the selected Agency on its website.
- 5.5.3** The Agency is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 5.5.4** If the selected Applicant fails to satisfy the conditions specified in Clause 5.5.1 above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFP or in law, disqualify the selected Applicant, revoke the letter of award and forfeit the EMD of the selected Applicant. If the Client elects to disqualify the selected Applicant and revoke the letter of award, it may invite the next ranked Applicant to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Applicants or annulling the entire bid process.

Section-6: Data Sheet

ITA Reference Clause

- Clause 2.2** **Method of Selection:** Quality and Cost Based Selection
70:30 (Technical: Financial)
- Clause 2.6.1 (b)** **Minimum qualifying technical score: 70**
- Clause 2.6.1 (c)** Please refer clause 4.7.3 of Data Sheet
- Clause 2.6.1 (e)** **A Pre bid meeting will be held on 30th May 2017, Time:03:30 PM**
Address: Conference Hall
Bhubaneswar Municipal Corporation
Vivekanand Marg,
Bhubaneswar -751014 (Odisha)
- Telephone: 0674- 2431253; Fax: 0674- 2432895
Email: info@bmc.gov.in
Contact Person: Mr. Alok Kumar Kar

Clause 2.6.1 (i) Schedule of Bidding Process: The client will endeavor to adhere the following schedule:

Sr. No.	Event Description	Date
1	Issue of Advertisement	17 th May 2017
2	Uploading of RFP	17 th May 2017
3	Last date of receiving Queries	29 th May 2017 by 5 PM
4	Pre-bid Meeting	30 th May 2017 at 03:30PM
5	Reply to Pre-bid Queries	Within 7 days of Pre-bid meeting
6	Last Date of submission of Proposals	19 th June 2017 by 3 PM
7	Opening of Proposals (Qualification & Technical Proposals)	19 th June 2017 at 4 PM
8	Technical presentation	To be intimated later to the Eligible Bidders
9	Opening of financial proposals	To be intimated later
10	Validity of Proposal	180 days from the last date of submission of proposal (i.e. 16 th December 2017)

Clause 2.9 Information regarding Unfair Competitive Advantage: No any such information is applicable.

Clause 3.3 This RFP has been issued in the English language and proposal shall be submitted in English language. All correspondence exchange shall be in English language.

Clause 3.6.1 & 3.6.2 **Proposals must remain valid for 180 (one eighty) calendar days after the Proposal Due Date (i.e., until: 16thDecember 2017).**

Clause 3.7.1 **Clarifications may be requested no later than 1 days prior to the pre-bid meeting date i.e. by 5 PM on 30thMay 2017**

The contact information for requesting clarifications is:

Additional Commissioner
Bhubaneswar Municipal Corporation,
Vivekananda Marg,
Bhubaneswar-751014 (Odisha)
Facsimile: 0674-2431253 E-mail: info@bmc.gov.in

Clause 3.7.2 The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before 7 days post the pre-bid meeting date.

- Clause 3.7.3** Proposal Due Date:19thJune 2017
- Clause 3.10.1** An EMD of **INR 6,00,000** (Indian Rupees Six Lakhs only) in the form of a bank guarantee from any Scheduled Commercial bank in India and drawn in favour of the Bhubaneswar Municipal Corporation and payable at Bhubaneswar, must be submitted along with the Proposal.
- EMD to be submitted through a bank guarantee, must be in the format set out in Appendix 3 and the minimum validity date of the bank guarantee should be 210 (two hundred ten) days from the Proposal Due Date. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period.
- Clause 3.12** Bid documents and processing fee of **INR 5,000/- (Indian Rupees five thousand only)** shall be paid through a demand draft in favour of the Bhubaneswar Municipal Corporation and payable at Bhubaneswar.
- Clause 4.1.2** The Proposal must be delivered to the following address:
AdditionalCommissioner
Bhubaneswar Municipal Corporation
VivekanandMarg
Bhubaneswar- 751014 (Odisha)
- Clause 4.1.6** The Applicant shall submit one (1) number of copies of the Proposal.
- Clause 4.1.7** **The Proposal must be submitted no later than:**
Date:-19th June 2017
Time:-till 03:00 P.M.
- Clause 4.4.2** **The opening of the Proposals shall start at:**
Bhubaneswar Municipal Corporation
VivekanandMarg
Bhubaneswar- 751014 (Odisha)
- Date:-19th June 2017
Time:-at 04:00 P.M.
- Clause 4.6** Criteria, sub-criteria and pointsystem for the evaluation of the Technical proposals:

Sr. No.	Criteria	Maximum Marks
1.	Experience of Firm (as per Eligibility Criteria)	20
(i)	2 Project	10
(ii)	3-5 Projects	15
(iii)	More than 5 Projects	20
2.	Approach & Methodology for proposed assignment	10
3.	Technical Presentation on Approach, Methodology, Work Plan, Team Composition and Firm Experience	30
4.	Qualification and Experience of Team Leader & MIS Expert	20
4.1	Team Leader	12
(i)	Academic Qualification	20%
(ii)	Adequacy for Assignment	80%
4.2	MIS Expert/ Data Analyst	8
(i)	Academic Qualification	20%
(ii)	Adequacy for Assignment	80%
5	Average Annual Turnover as per eligibility criteria	20
(i)	Average Turnover of 7.5 to 8 crores	10
(ii)	Average Turnover above 8 crores and below 12 crores	15
(iii)	Average turnover above 12 crores	20
TOTAL MAXIMUM MARKS		100

For each Technical Proposal, the total points that can be awarded for each Applicant are 100, and the minimum technical score (St) that an Applicant requires to qualify for evaluation of the Financial Proposal is 70.

Clause 4.7.3 & 4.9 The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$S_f = 100 \times F_m / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 0.7, and

P = 0.3

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the

Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.

Clause 5.5.3

Expected Month for the commencement of the Services:

September 2017 at: Bhubaneswar (Odisha)

PART- B: QUALIFICATION DOCUMENTS: STANDARD FORMATS

Appendix-1: Qualification Documents and Proposal Submission Form

[On the Letter head of the Applicant]

Location & Date

To,
Additional Commissioner
Bhubaneswar Municipal Corporation
Vivekananda Marg
Bhubaneswar-751014 (Odisha)

Ref.: RFP for Selection of an Agency for Property Tax Assessment, Billing & Collection

Dear Sir,

We, the undersigned, offer to provide the services for the **Property Tax Assessment, Billing & Collection** for Bhubaneswar Municipal Corporation in Bhubaneswar City of Odisha in accordance with your Request for Proposals dated [*Insert Date*]. We are hereby submitting our Proposal, which includes the Qualification Documents and our Technical Proposal and Financial Proposal, each in a separate sealed envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) All documents accompanying our Proposal are true copies of their respective originals. We will make available to the Client any additional information it may find necessary or require to authenticate or evaluate the Proposal.
- (c) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 3.6.1.
- (d) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.
- (e) No investigation by a regulatory authority is pending either against us or any of our Affiliates or against any of our directors/managers/employees.

- (f) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall inform the Client of the same immediately.
- (g) We meet the Eligibility Criteria and all other requirements of the RFP and are qualified to submit a Proposal, We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in Section E of the RFP. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per Clause 2.10 and Section E.
- (h) We or our Affiliates, suppliers, or service providers for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.
- (i) In the last [3(three)] years, we or our Affiliates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract terminated by any government or government instrumentality for breach on our part.
- (j) If we are selected as the Agency, we undertake to negotiate the Contract and provide the Services on the basis of the proposed Work Plan.
- (k) Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.
- (l) We have carefully analysed the RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
- (m) Our Financial Proposal has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the Terms of Reference, the draft Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Services.

- (n) We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the Client in connection with the evaluation of the Proposals or in selection of the Agency, and the terms and implementation thereof.
- (o) We acknowledge the right of the Client to reject our Proposal without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (p) We acknowledge the right of the Client to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Applicants and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (q) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services no later than the date indicated in Clause 5.5.3 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
Address: _____
Contact information (phone and e-mail): _____

APPENDIX 2: DETAILS OF THE APPLICANT
(To be submitted on the letterhead of the Applicant)

- (i) Name of the Applicant (In full):
- (ii) Address:
- (iii) Telephone no :
- (iv) E-mail address:
- (v) Registration no. and Year of establishment:
(Certificate of Registration/Incorporation under relevant Acts)
- (vi) Details of individual who will serve as the point of contact/ communication for the Client¹
 - (a) Name:
 - (b) Designation:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
- (vii) Particulars of the Authorised Signatory of Applicant:**
 - (a) Name:
 - (b) Designation:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

¹ In the event that the authorized signatory and the point of contact are different individuals, the information for both the individuals (i.e., the authorized signatory and the point of contact) are to be furnished. The Client will send communication to both the entities.

APPENDIX 3: FORMAT OF THE EMD
(To be executed on stamp paper of appropriate value)

B.G. No. [__]

Dated:

In consideration of you, Bhubaneswar Municipal Corporation (referred to as **BMC**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [*insert name of Applicant*] with its registered office at [*Insert Address*] (referred to as the **Applicant** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for conducting Property Tax Assessment, Billing and Collection services within the city of Bhubaneswar (the **Project**), pursuant to the Request for Proposal dated [__] (referred to as the **RFP**) and other related documents, if any (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [__] and one of its branches at [__] (referred to as the **Bank**), at the request of the Applicant, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to BMC an amount of Rs. [__] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant, if the Applicant will fail to fulfill or comply with all or any of the terms and conditions contained in the said Bid Documents.

1. Any such written demand made by BMC stating that the Applicant is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of BMC is disputed by the Applicant or not, merely on the first demand from BMC stating that the amount claimed is due to BMC by reason of failure of the Applicant to fulfill and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
 - (a) If an Applicant withdraws its Proposal during the Proposal validity period or any extension agreed by the Applicant thereof.
 - (b) If an Applicant is disqualified in accordance with Clause 2.8;
 - (c) If the Applicant tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Clause 2.10 of the RFP.

- (d) If an Applicant is declared as the preferred Applicant(s) and it:
- (i) Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Applicant shall not be construed as withdrawal of proposal by the first ranked Applicant;
 - (ii) fails to furnish the Performance Security in accordance with Clause 4.3 of the RFP;
 - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
 - (v) fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

3. This Guarantee shall be irrevocable and remain in full force for a period of 210 (two hundred ten) days, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.

If the Applicant is declared as the Agency, then the validity of the EMD of such Applicant shall be extended until the date on which the Agency submits the Performance Security. The EMD of the Agency will be returned upon the Agency furnishing the Performance Security.

4. We, the Bank, further agree that BMC will be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 2.8 above. The decision of BMC that the Applicant is in default as aforesaid will be final and binding on us, notwithstanding any differences between BMC and the Applicant or any dispute pending before any court, tribunal, arbitrator or any other authority.
5. The Guarantee will not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
6. In order to give full effect to this Guarantee, BMC will be entitled to treat the Bank as the principal debtor.

-
7. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Applicant.
 8. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BMC):
 - (a) any time or waiver granted to, or composition with, the Applicant or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Applicant, as the case may be;
 - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Applicant or BMC under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Applicant under the Bid Documents).
 9. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 10. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
 11. It shall not be necessary for BMC to proceed against the Applicant before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BMC may have obtained from the Applicant or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
 12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BMC in writing.

13. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

14. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [___]. The Bank will be liable to pay the amount or any part of the Guarantee only if BMC serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date corresponding to 210 days from the Proposal due date).

15. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX4: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non - judicial stamp paper of appropriate value and document to be duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name of the Applicant and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "attorney"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for Selection of an Agency for Property Tax Assessment, Billing and Collection", including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to BMC, representing us in all matters before BMC, if selected, undertaking negotiations with BMC prior to the execution of the Contract and generally dealing with BMC in all matters in connection with our Proposal.

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 attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

- *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.*
- *In case the Proposal is signed by an authorized person of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the power of attorney.*

**APPENDIX 5: FORMAT FOR AFFIDAVIT CERTIFYING THAT APPLICANT IS NOT BLACKLISTED
(On a Stamp Paper of relevant value)**

Affidavit

I M/s. , (the name of the Applicant and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for the "Selection of an Agency for Property Tax Assessment, Billing and Collection" would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated thisDay of, 201....

Name of the APPLICANT

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

For an affidavit executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the affidavit is being issued. However, the affidavit provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.

APPENDIX 6: CERTIFICATE FROM THE STATUTORY AUDITOR REGARDING TURNOVER

(On the letter head of the statutory auditor)

Based on its books of accounts and other published information authenticated by it, this is to certify that the turnover of *(name of the Bidder)* for the Financial Year 2013-14, 2014-15 and 2015-16 is as follows:

S.No.	Financial Year	Annual Turnover (Rs. crore)
1	Financial Year 2013-14	
2	Financial Year 2014-15	
3	Financial Year 2015-16	
	Average Turnover	

Name of the audit firm:

Seal of the audit firm:

Signature:

Name:

Membership Number:

Designation:

Date:

Note:

- *The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above. The financial statements shall:*
 - (a) reflect the turnover of the Bidder;*
 - (b) be audited by a statutory auditor;*
 - (c) be complete, including all notes to the financial statements.*

APPENDIX7: TECHNICAL QUALIFICATION (EXPERIENCE OF THE FIRM)

[The following table shall be filled in for the Bidder]

Name of Bidder: *[insert full name]*

[Identify Eligible Projects undertaken by the Bidder over the past 5 (five) years and the details set out in the table below. The Eligible Projects should be listed chronologically, according to their date of commencement]

Provide the project details category wise in separate table format given below:

Duration	Eligible Projects name& brief description of main deliverables/output	Name of Client & Country of Eligible Projects	Approx. contract value (in INR. Equivalent)/ amount paid to the Bidder for Eligible Project	Role of Bidder in Eligible Project	Certificate from the client provided
{e.g., Jan.2009– Apr.2010}	{e.g., “billing and collection of electricity bill for}	{e.g., Ministry of, country}	{e.g.,INR 01 Cr.}		Yes/No a. Work order b. Copy of completion certificate; [Issued by Competent Authority] or Self certification signed by authorised signatory of the bidder

(Name and Signature of Authorized Signatory)

- *For each Eligible Project, the Bidder should indicate the duration of the Project, the contract amount, the amount paid to the Bidder) and the Bidder's role/involvement.*
- *Bidders are expected to provide information in respect of each Eligible Project in this Appendix. Each Eligible Project must comply with the requirements set out in the Data Sheet.*
- *For each completed Eligible Project, work order and the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished. In case completion certificate from the client is not available, self-certification by the authorized signatory of the bidder with contact details of the client can be provided.*
- *The client reserves the right to ask for documentary proofs for the claims made with regard to technical eligibility and work experience at any stage of bid process or for the selected bidder, any time thereafter.*
- *The client reserves all rights to verify the authenticity of experience related certificates or any other certificates submitted by the bidder, at any stage of bid process or even thereafter. In case of finding any fraudulent practice during verification, the client shall reject the bid or terminate the contract.*

PART- C : TECHNICAL PROPOSAL SUBMISSION FORMS

Appendix- 8

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, STAFF, AND FACILITIES TO
BE PROVIDED BY THE CLIENT**

Appendix-6: Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the Services; and on requirements for staff and facilities, which are provided by the Client, including: administrative support, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

APPENDIX-9

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE
TERMS OF REFERENCE

APPENDIX-7: A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training.

{Suggested structure of your Technical Proposal}:

- a) Technical Approach, Methodology and presentation
- b) Work Plan
- c) Organization and Staffing

- a) **Technical Approach, Methodology and presentation.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here.}
- b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Team leader, MIS Expert/ Data Analyst, Surveyor and relevant technical and administrative support staff.}

**APPENDIX-10
CURRICULUM VITAE (CV)**

Position Title and No.	{e.g., Team Leader}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2017-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Role/Position Team:	Reference to Prior Work/ Assignments that Best Illustrates Capability to Handle the Assigned Tasks
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{List all deliverables/tasks as in TOR in which the Expert will be involved)	

Expert's contact information:(e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date
Representative of the Bidder
(authorized signatory)

Signature

- *CVs must be signed in indelible ink by the authorized signatory of the Applicants. In case of Unsigned CVs shall be rejected.*

APPENDIX-11

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Tasks	Months												
		1	2	3	4	5	6	7	8	9	N	TOTAL	
T-1	(e.g. Task #1)													
T-2														
T-n														

- 1 List the Tasks with the breakdown for tasks (T) required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the tasks, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of tasks shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

PART- D: FINANCIAL PROPOSAL SUBMISSION FORMS
APPENDIX- 12
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To,
Additional Commissioner
Bhubaneswar Municipal Corporation
Vivekanand Marg
Bhubaneswar-751014 (Odisha)

Ref.: RFP for Selection of an Agency for Property Tax Assessment, Billing and Collection

Dear Sir,

We, the undersigned, offer to provide the services for Property Tax Assessment, Billing and Collection in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our Financial Proposal to provide service for Property Tax Assessment, Billing and Collection is as below:

Sr. No.	Particulars	Rate (INR)
1	Service charges per Assessee for new assessment/ reassessment% of Assessed Amount (percentage in words)
2	Collection of Property Tax	4% of amount collected.
3	Collection against recovery action	Additional 2% of collection from Recovery.

The above financial proposal shall be including of all tax liabilities and out of pocket expenses, except service tax liability. Service Tax shall be claimed from BMC as reimbursement on actual payment basis on production of proof of service tax payment.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal indicated in Clause 3.6.1 of the Data Sheet.

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: _____

In the capacity of: _____

Address: _____

E-mail: _____

PART- E :Corrupt and Fraudulent Practices

- E.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- E.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Bidder is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- E.3 For the purposes of this Clause E.3, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after

-
- the issuance of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/adviser of the Client in relation to any matter concerning the Contract;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
 - (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
 - (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party²;
 - (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

² For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

PART- F:TERM of REFERENCE

1. Objective:

The objective is to achieve full and complete coverage of assessment of all holdings in respect of Property Tax and also to achieve at least 95% collection of assessment by end of two years of contract by:

- a) Listing out un-assessed Properties, modify Property Tax Register and help in assessment.
- b) Find out the assessed properties due for re-assessment and modify the Register accordingly.
- c) Billing & Collection of Tax based of updated Property Tax Register.
- d) Perform related activities based on the provisions made under the Odisha Municipal Act 1950, Odisha Municipal Corporation Act, 2003 and any other enactment made by Government of Odisha on the matter of Property Tax.

2. Scope of Work:

Task I: Survey, Updation and maintenance of ward wise Property Tax Register:

- (i) Survey of properties on the basis of data of existing Property Tax Register and collect information in Self-Assessment form including last payment details.
- (ii) Conduct physical verification and prepare list of ward wise proposed new assessment, re-assessed properties.
- (iii) Conduct Joint Survey with BMC designated officials.
- (iv) Finalization of new assessed and re-assessed properties' data on the basis of survey conducted. In first year of the assignment, agency shall be required to complete assessment & re-assessment of all holdings due for assessment, within a period of six month from the date of signing of agreement.
- (v) Update & maintain ward wise Property Tax Register, Demand Collection Balance Books (including demand collection status) and Assessment Book in respect of assessment and other information including last payment details in the Property Tax Software System i.e. e-municipality or any software adopted by BMC.

Task II: Billing & Collection of Property Taxes

- (i) Generate serially numbered demand notice (bill), as per the scheduled dates as decided by BMC, based on the ward-wise demand collection book maintained by the agency in e-municipality or any software adopted by BMC.
- (ii) Serve/ distribute the notice to the concern by the schedule dates as decided by BMC.
- (iii) Maintenance of necessary books and register regarding generation and issuance of demand bill.
- (iv) Door to door collection of property tax using hand held devices by the Collection Assistant to be engaged by the agency. In case property owner has paid concerned tax in any other mode, collection of copy of proof of payment.
- (v) Open one payment counter at each zone and one counter at BMC head office, which shall remain open for six days in a week. Sunday will remain open and Thursday shall be the weekly off for the Agency. The counters shall remain open from 10:00 a.m. to 06:00 p.m., to facilitate payment of property tax/ user charges/ trade license fee or any other charges.
- (vi) Collection of Current year demand as well as arrears of the previous year's demand.
- (i) Collection of Property Tax through the entire possible mode i.e. cash/cheque/DD/Credit Card/Debit Card including online mode.
- (ii) Issuance of system generated money receipts for amount collected.

Task III: Deposit and Reconciliation of Property Tax and Up-dation of Records

- (i) All cash/cheques/ DDs collected shall be deposited in the bank account as designated by BMC on same day or maximum by next day. In case of holiday, the amount shall be deposited on the next working day.
- (ii) Submission of a ward-wise collection statement in a prescribed format to the concerned Zonal Officer of BMC (frequency may be mentioned like daily or quarterly etc) along with the proof of deposit of cash/cheques/DDs in the designated bank account of BMC.

- (iii) Develop a reconciliation mechanism and reconcile the amount collected and deposited in BMC Account with the Finance Cell and/or Tax Cell of BMC Head office on a periodical basis as decided by BMC.
- (iv) Updation of demand collection book and/or Property Tax Register in e-Municipality on the basis of collection on a periodically basis as decided by BMC.

Task IV: Disputes/Grievance Redressal Mechanism.

- (i) Establish dispute resolution and tax-payer grievance redressal mechanism (including an online platform) in accordance with relevant provisions of the applicable Municipal Act or any other Act /Rules.
- (ii) Agency shall receive disputes/grievance petition from public on assessment/reassessment/ billing/ collection or any other related matters.
- (iii) Shall forward the dispute/grievance petition to the competent authority for necessary action.
- (iv) Act as per the order of competent authority on particular dispute/grievance petition.
- (v) Help Competent Authority in discharging the dispute/grievance petitions.
- (vi) Rectify the assessment sheet and Property Tax Register as per order of the competent authority.
- (vii) Revise the demands notice/bill accordingly, if required based on the order of the competent authority.

Task V: Appeal/ Litigation:

- (i) Comply the order of the Appellate Authority/Courts on particular appeal petition.
- (ii) Help Appellate Authority in disposing the appeal petitions.
- (iii) Rectify the assessment sheet, Property Tax Register and revise the Demand Notice/bill as per order of the Appellate Authority/Court.
- (iv) Prepare draft parawise comments and status report of the cases which are covered under litigation for facilitating in submission of draft counter and review.

Task VI: Listing of Defaulters and Recovery from Defaulters

- (i) Identification and preparation of list of defaulters, who has defaulted in payment of Property tax after a defined period from scheduled date of payment. The agency shall also do the age-wise analysis of defaulters in association with the Tax cell of BMC.
- (ii) Issuance of "Red notice" in a prescribed format to the defaulters who has defaulted in payment of property tax/ other charges, after obtaining approval from BMC.
- (iii) Conduct a joint visit with the BMC officials to the defaulters to whom red notice issued but returned undelivered for different reasons.
- (iv) Follow up for recovery/collection of tax from the defaulters to whom red notice issued and submit monthly report to Tax Cell/ Zonal Deputy Commissioner.
- (v) Identification and preparation of list of defaulters who has defaulted in payment in response to red notice.
- (vi) Issuance of "Show Cause Notice" in a prescribed format, after obtaining approval from BMC, to the defaulters who has defaulted in payment after issuance of red notice.
- (vii) Initiation of recovery procedure for property tax as per the methods as decided/ approved by BMC, as per prevailing law.
- (viii) Assistance to BMC to file Certificate Case against defaulters, who have defaulted in payment after issuance of Show cause notice. Certificate case is to be filed as per the procedure and provisions of the Orissa Public Demands Recovery Act, 1962.
- (ix) Inform the other branches of BMC or Departments of Government or other utility service provider against whom Certificate Case has been filed.

Task VII: Citizen Facilitation Centre (CFC):

Agency shall be required to setup 4 (four) CFCs in municipal corporation area. Such CFCs would have following minimum infrastructure facilities:

- (i) **Physical Infrastructure:**
 - Space- To be provided by BMC
 - Computer Seat- 1 no.
 - Waiting Seats- 3 nos.
 - Trained Staff - 1 no.

(ii) Computing Infrastructure:

Computer - 1 no.

Printer - 1 no.

Scanner - 1 no.

Reliable Network Connectivity

On line Payment Portal- to be provided by BMC

(iii) Hand Held Device (HHD):

Handheld devices shall be provided by BMC to the Agency. After handing over of the same to the agency, the responsibility of operation & maintenance (O&M) lies with the Agency. In case, replacement is required due to damage or any other reason, agency shall replace the same at its own cost. Specification of the device is annexed below.

Task VIII: Other related Miscellaneous Activities on Tax Administration:

- (i) Recommend institutional measures for sharing of databases between BMC and other utilities so as to ensure continuous updation of Property tax database.
- (ii) Develop an annual Property tax calendar for the BMC listing various responsibilities in Property tax administration, responsibility for implementation and deadlines for completion within the legislative framework

Task IX: Other Charges:

The selected agency can be directed to collect Fee on Trade license / User Charges/ other charges/fees at the discretion and requirement of BMC. In such a case the agency shall be paid for these services at 4% of the amount collected.

3. Team Composition

The assignment is to be undertaken by a full-time Team Leader who should be an Urban/ Municipal Finance Specialist with knowledge in MIS, IT sector, and should have experience in municipal taxation. Since the focus is on improving the ULBs' own source revenue from Property Tax and Other Fees & Charges, the Team Leader should also have clear understanding of the issues in urban governance, municipal financial management, and, state vs local bodies' fiscal relations in India, S/he will

be supported by a team of MIS Expert/ Data analyst, Surveyors, Collection Associates and field volunteer. The Team composition should be able to demonstrate the qualifications and experience as prescribed in table below:

Sr. No	Position	Qualification Required	Minimum Experience	Indicative Man-Months
1.	Team Leader	Chartered accountant/ Cost Accountant/ Post Graduate in Finance or MBA with specialisation in finance.	<ul style="list-style-type: none"> • Minimum 7 years' of experience in the municipal finance/ property tax administration. • Have managed at least 2 projects of similar nature. • Should have knowledge of IT enabled revenue collection by public authorities/ public utilities. • Experience of working as Team Leader in the State/ULB or in commercial taxes departments of State or Central Governments • Knowledge of local language will be an added advantage. 	<ul style="list-style-type: none"> • One Person • Full Time
2.	MIS Expert/ Data Analyst	B.Tech in computer Science/ Information technology or MCA	Minimum 5 years' professional experience in MIS designing and data analysis.	<ul style="list-style-type: none"> • One Person • Full Time
3.	Surveyor/ Assessor	Diploma in Civil Engineering with qualification in Surveying	Minimum 3 years' of experience in survey of infrastructure assets.	<ul style="list-style-type: none"> • Two Persons per zone • Full Time

4.	Collection Associates	Graduate from any discipline (preferably commerce)	Minimum 1 year relevant experience	•Minimum one person per ward
5.	CFC In-charge	Graduate from any discipline (preferably commerce)	Minimum 2 years of experience in front office management. Should have computer knowledge	•One person per CFC •Full Time
<ul style="list-style-type: none"> ▪ CVs for the positions mentioned at Sr. No. 1 & 2, are required to be submitted along with the Technical proposal in the prescribed format for the purpose of evaluation. ▪ The agency will deploy the additional required man power for field survey, collection and any other work as may be required under the assignment. 				

4. Payment

Sr. No.	Particulars	Payment	Payment Terms
1	Service charges for new assessment/ reassessment	% of the differential value between previous assessed tax value and new reassessed value.	60% On approval of assessment/re-assessment by BMC 40% After collection of tax based on new assessment/ re-assessment Payment will be made on Monthly basis within 20 days of submission of invoice.
2	Collection of Property Tax	1) 4% of actual collection (where Agency has completed all the task as per ToR above 2) 2% of actual collection where agency has done the entire task except collection	On monthly basis within twenty (20) days of submission of invoice.

		of the amount. In which case payment is received directly by BMC by whatever mode from the Assessee.	
3	Collection against recovery action	Additional 2% of collection	On monthly basis within twenty (20) days of submission of invoice.

5. Service Level Benchmark

- (i) **For Collection Efficiency:** Incentive shall be given on collection efficiency and penalty shall be imposed and collected from the agency on the basis of total collection of property tax made by them as per the following service level benchmark:

Sr. No.	% of Collection against Collectable demand***	Performance Incentive/ Penalty
1	80%	Actual %age of Payment as mentioned in Payment terms
2	above 80% - upto 85%	Additional 0.5% of amount collected above 80% and upto 85%
3	above 85% - upto 90%	Additional 1.0% of amount collected above 85% and upto 90%
4	above 90% - upto 95%	Additional 1.5% of amount collected above 90% and upto 95%
5	above 95%	Additional 2% of amount collected above 95%
6	Above 60% - below 80%	Penalty@ 8% for the differential value between amount collected and 80%
9	Below 60%	Penalty @ 100% of the payment due

*** Collectable Demand: means Total demand raised during year minus demand under dispute/litigation.

- (ii) **For under assessed & un assessed properties:** After one year from the date of signing of agreement, if it came to the notice of BMC that any property has been left out from assessment/ re-assessment which should had been assessed/ reassessed by the selected agency, then a penalty shall be imposed and collected from the agency as per the following calculation for each of such property detected:

(No. of unassessed Properties X Service Charges per assessee X 2)

Annexure-A

Specification of Hand Held Device(HHD)

Vision Tek 98 POS, FTSN LCD, Graphic Support Display

31 Keys Keypad, Linux Operating System, Impact Printer