



Request for Proposal (RFP)

For

**SELECTION OF FIRM/ AGENCIES FOR UPDATION
OF EXISTING DATA ALONG WITH DOOR TO DOOR
SURVEY, ASSESSMENT, COLLECTION AND
RECOVERY OF MUNICIPAL TAXES & USER
CHARGES ETC. OF CUTTACK MUNICIPAL
CORPORATION, CUTTACK**

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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, survey 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.

Key Information & Event Schedule

S. No	Description	
1.	Web address to download the RFP	https://cmccuttack.gov.in
2.	Date of Issue/Uploading of RFP.	Date : 04/03/2021
3.	Last date and time of Submission of Bid (Bid Due Date)	Up to Date: 26/03/2020 till 02:00 PM
4.	Mode of Submission of RFP	Only Hardcopy/Original mode will be accepted Office of Municipal Commissioner, Cuttack Municipal Corporation, Choudhury Bazar, Cuttack – 753001 (Odisha)
5.	Date of Opening of Technical Bid	30/03/2021 at 11:30 am
6.	Date of Opening of Financial Bid	08/04/2021 at 11:30 am
7.	Duration of services:	As per RFP.
8.	Cost of RFP Document	Rs. 5000/- (Five Thousand Only)
9.	Earnest Money Deposit	Rs. 1,00,000/- (Rupees One lakh only)
10.	Selection Process	As per RFP
11.	Evaluation Criteria	As per RFP

1. Tender Fee (non-refundable) as mentioned table of detailed RFP document, will be in form of Demand Draft drawn on a Nationalized/Scheduled Bank only, Payable to "Municipal Commissioner, Cuttack Municipal Corporation, " payable at Cuttack
2. The Bidder shall furnish Bid Security/Earnest Money Deposit (EMD) for the amount as mentioned in table of detailed RFP. EMD shall be in form of Bank Guarantee (BG)/ DD in favour of Municipal Commissioner, Cuttack Municipal Corporation. Bank Guarantee (BG) is drawn on a Nationalized/Scheduled Bank only, in favour of "Municipal Commissioner, Cuttack Municipal Corporation", payable at Cuttack.
3. Tender Fee and Earnest Money Deposit (EMD) envelop should have the RFP name & Reference No. and be addressed to the Municipal Commissioner, Cuttack Municipal Corporation, with detail of addresses as well. The envelope should be sealed and should not contain any other documents.
4. The undersigned reserves the right to accept or reject all proposals without assigning any reason therefore.
5. Other details can be seen in the RFP document and instruction to bidders
6. Bids without requisite details/documents are liable for rejection and department will not entertain any further communication in such cases

Municipal Commissioner

Cuttack Municipal Corporation

Definitions & Abbreviations:

1. Purchaser/Employer/Client means the Cuttack Municipal Corporation
2. Firm/Agencies mean any private or public entity that will provide the Services to the Cuttack Municipal Corporation under the Contract.
3. “Companies Act” means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.
4. “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.
5. Data Sheet means such part of the Instructions to Consultants used to reflect specific Country and assignment conditions.
6. Day means calendar day.
7. Government means the Government of Odisha.
8. Instructions to Consultants means the document which provides Shortlisted Consultants with all information needed to prepare their Proposals.
9. Personnel mean qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
10. Proposal means a technical proposal or a financial proposal, or both.
11. QCBS means Quality- and Cost-Based Selection.
12. RFP means this Request for Proposal. dated along with its schedules, annexure and appendices and includes any subsequent amendment issued by the Client.
13. Services mean the work to be performed pursuant to the Contract.
14. Terms of Reference (TOR) means the document which explains the objectives, scope of work, activities and tasks to be performed, respective Responsibilities of the Client and the Consultant, and expected results and deliverable of the assignment.
15. “Services” means the work to be performed by the Agency pursuant to the Contract, as described in greater detail in the TOR.

SECTION 1 - INSTRUCTION TO FIRM/AGENCIES

General

1. Cuttack Municipal Corporation will select firm/agency/organizations (Firms) in accordance with the method of selection specified in the Data Sheet.
2. Firms/Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Firms/Agencies are encouraged to visit the project sites.
3. Firms/Agencies shall bear all costs associated with the preparation and submission of their proposals. Costs might include site visit, collection of information and if selected, attend the contract negotiations etc.
4. Cuttack Municipal Corporation is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Firms/Agencies.
5. In preparing their Proposals, Firms/Agencies are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Objectives

This Request for Proposal (RFP) is for Selection of an Agency for Updation of existing data along with Survey, Assessment, Collection & Recovery of Municipal Taxes & User Charges etc. from all Assesses within jurisdiction of the Cuttack Municipal Corporation. Cuttack Municipal Corporation shall engage an agency for distribution of Demand, collection and recovery of Urban Development Tax/Fees/User Charges/etc. from all Assesses within its jurisdiction. The objective is to achieve full and complete coverage of all assesses in respect of Urban Development Tax/Fees/User Charges/etc. and also to attend at least 90% of assessed properties at the end of the Contract period. The Project will be assigned in two phases: the first phase will include 20 revenue wards and after positive outcomes, it will be further implemented in rest of the wards.

Benefits to be derived for Citizens:

1. Improved access to Municipal Services to all citizens
2. Single-window access to various services.
3. Better delivery of services and information.
4. Quick service delivery at a decentralized level.
5. Improved communications.
6. Simplification of procedures.
7. Streamlining of the approval process.
8. Opportunity for greater participation in decision-making.
9. Improved interaction with municipal government at different levels.
10. Track the performance of Municipal Corporation
11. Transparency and accountability in Municipal Corporation functioning.
12. Quick Redressal of grievances.

Benefits to be derived for the Government and Cuttack Municipal Corporation

The Cuttack Municipal Corporation would benefit from this project as it would drastically cut down on redundancy and duplication. The processes of data collection, analysis and audit are made much easier. Decision making gets expedited and there can be tremendous improvements in specialized areas such as efficiency, transparency, collection of revenue etc.

Some of key advantage to State Government and the Cuttack Municipal Corporation are as follows:

- a) Automation of Cuttack Municipal Corporation Functions and citizen services
- b) Common information base across departments on a single integrated platform.
- c) Better co-ordination between departments and agencies.
- d) Improved communications.
- e) Creation of effective management information system (MIS).
- f) Better mobilization and utilization of resources.
- g) Improvement in revenue collection.
- h) Efficient citizen grievance Redressal.
- i) Overall improvement in governance, delivery of services and citizen interface.
- j) Real time monitoring and reporting.
- k) Post Project evaluation could provide feedback for further improvements
- l) Objectiveness in decision-making.

Key Stakeholders

- a) Cuttack Municipal Corporation
- b) Administrative Wing
- c) Officers
- d) Field Staff and Workers
- e) PMU (Project Management Unit -Proposed)
- f) SDA (Software Development Agency)
- g) Firm/Agency
- h) Citizen

Conflict of Interest

Municipal Corporation Cuttack (Cuttack Municipal Corporation) 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.

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 together with this RFP all information that would in that respect give the Applicant any unfair competitive advantage over competing Agencies.

Corrupt or Fraudulent Practices

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 RFP
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.

Acknowledgement by the Applicant

1. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a. made a complete and careful examination of the RFP and any other information provided by the Client under this RFP;
 - b. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
 - c. 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.
 - d. 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
 - e. Agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Contract.

Rights of the Client

1. The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. 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;
 - b. consult with any applicant in order to receive clarification or further

- information;
 - c. retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any applicant;
 - d. 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;
 - e. reject a Proposal, if:
 - i. at any time, a material misrepresentation is made or uncovered; or
 - ii. 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.
 - f. 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. 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 invite the next ranked Applicant to negotiate the Contract as per rules.

Proposal

- a. If a Firm/Agency submits or participates in more than one proposal, such proposals shall be disqualified.
- b. While preparing the Technical Proposal, Firms/ Agencies must give particular attention that Consortium/JV is allowed.

Proposal Validity

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

Participation of Government Employees

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

Bid Security (Earnest Money Deposit)

- a. The bid security of amount indicated in Data Sheet in favour of “Municipal Commissioner, Cuttack” payable at Cuttack shall be in the form of Demand Draft, or Bank Guarantee from any of the Scheduled/Nationalized banks in an acceptable form. The bid security is to remain valid for a period of forty-five days beyond the final bid validity period.
- b. The Employer shall reject any bid not accompanied by appropriate bid security, as nonresponsive.
- c. The bid security of the successful Bidder shall be returned as promptly as possible once he has signed the Contract and furnished the required performance security. Selection of Firms/Agencies for Updation of existing data along with Survey, Assessment Collection and Recovery of Taxes & User Charges etc. in Municipal Area under Cuttack Municipal Corporation . Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.
- d. The bid security may be forfeited:
 - a. If a Bidder withdraws its bid during the period of bid validity.
 - b. If the successful Bidder fails to:
 - i. Sign the Contract within required time frame;
 - ii. Furnish a performance security.

CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

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

PREPARATION OF THE PROPOSAL

- a) Firms/Agencies' Proposal (the Proposal) shall consist of following envelopes:
 - a. **Envelope I:** Letter containing Application for Bid Proposal and the Technical Proposal, and
 - b. **Envelope II:** the Financial Proposal

- b) **Bid Security, Cost of RFP Document, and evidences of proving Bid Eligibility:** Bid security as mentioned above shall be placed in Envelope I. In addition, the Firms/Agencies must enclose all evidences to support the bid eligibility along with the Demand Draft for the cost of RFP Document. The technical and financial proposals will be entertained of those bidders whose bid security, cost of RFP document, and evidences supporting bid eligibility are found proper.
- c) The Proposal, as well as all related correspondence exchanged by the Firms/Agencies and the Client, shall be in English. All reports prepared by the contracted Firms/Agencies shall also be in English.
- d) The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm/agency. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract.
- e) The Technical Proposal should clearly demonstrate the Firm/Agency's Understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

THE TECHNICAL

General

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

Technical Proposal Format

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

The proposal shall contain details on the following

Proposal Type Content	Technical Proposal (TP)
Experience of the Firm	Proposal submission form (Form Tech -I) Maximum two pages introducing the firm and associate firm(s) background(Form TECH -2) Relevant completed projects in the format of FormTECH-3 illustrating firm work experience. No promotional material should be included.
General approach, methodology & work plan	Maximum forty pages inclusive of charts and diagrams (Form TECH-4).

Technical Proposal Content

- a) The Technical Proposal shall contain information indicated in the following paragraphs) using the Standard Technical Proposal Forms (Form TECH-1 to Form TECH-4). Such information must be provided by the Firm/Agency and each Associate.
- b) A brief description of the organization and outline of recent experience of the Firm/Agency and each associate on assignments of a similar nature is required in prescribed form. For each assignment, the outline should indicate inter-alia, the assignment, contract amount and the Firm/Agency's involvement. Information should be provided only for those assignments for which the Firm/Agency was legally contracted by the client as a corporate entity. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Firm/Agency, or it's Associates, but can be claimed by the Selection of Firm/Agencies for door-to-door Survey, Assessment be prepared to substantiate the claimed experience if so requested by the Client.
- c) A concise, complete, and logical description of how the Firm/Agency's team will carry out the services to meet all requirements of the TOR.
- d) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
- e) An organization chart indicating relationships amongst the Firm/Agency, the Client, and other parties or stakeholders, if any, involved in the assignment.
- f) The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non responsive.

FINANCIAL PROPOSAL

- a) All information provided in Firm/Agency Financial Proposal will be treated as confidential.
- b) The Financial Proposal is to be submitted in the requisite forms enclosed.
- c) No proposed schedule of payments should be included in Firm/Agency' Financial Proposals.
- d) Consultants shall quote the rates in percentage only.
- e) Form FIN -2 is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Firms/Agencies has:
 - a. Not taken any action which is or constitutes a corrupt or fraudulent practice; and
 - b. Agreed to allow the Client, at their option, to inspect and audit all accounts, documents, and records relating to the Firms/Agencies Proposal and to the performance of the ensuring Firms/Agencies Contract.
 - c. The rates to be quoted shall be in the format given in Data Sheet and it shall include all costs /expenses and statutory taxes excluding GST. The Client shall pay GST as applicable on prevailing rates.

SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- a) The original Proposal (Bid Fee, Earnest Money Deposit, Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to

correct errors made by Firms/Agencies themselves. Any such corrections, interlineations or overwriting must be initialled by the persons who signed the Proposal.

- b) An authorized representative of the Firm/Agency shall initial all pages of the original copy of the Proposal. No other copies are required.
- c) The Original (Bid Fee, Earnest Money Deposit & Technical) Proposals to be sent to the Client shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL.**” Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes (Envelope 1 –Application, Instruments for Cost of RFP Document and Bid Security, and Technical Proposal and Envelope 2 – Financial Proposals) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the project, and other information indicated in the Data Sheet. If the Financial Proposal is not submitted by the Firm/Agency in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.
- d) Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client according to any corrigendum/addendum issued.

PROPOSAL EVALUATION

General

- a) From the time the Proposals are opened to the time the contract is awarded, the Firm/Agency should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a Firm/Agency to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Firm/Agency’s Proposal.
- b) The envelope 1 shall be opened first. If the bid security is not found to be in order then the proposal shall be treated as non-responsive and shall not be evaluated further.
- c) The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.
- d) The Cuttack Municipal Corporation will be responsible for evaluation and ranking of Proposals received.
- e) The Cuttack Municipal Corporation evaluates and ranks the Technical Proposals on the basis of Proposal’s responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. **A Proposal shall be rejected if it does not achieve the minimum technical mark of 40 from the maximum of 100 points.**
- f) A Technical Proposal may not be considered for evaluation in any of the following cases:

- a. The Firm/Agency that submitted the Proposal belongs to any one of the cases described in RFP and failed to make a proper statement to that effect in the cover letter ; or
 - b. the Firm/Agency that submitted the Proposal was found not to be legally incorporated or established in India; or
 - c. The Technical Proposal was submitted in the wrong format;
 - d. The Technical Proposal included details of costs of the services; or
 - e. The Technical Proposal reached the Client after the submission closing time and date specified in the Data Sheet.
- g) After the technical evaluation is completed, the Client shall notify Firms/Agencies whose Proposals did not meet the minimum qualifying technical mark or Firms/Agencies who's Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing Firms/Agencies whose Technical Proposals received a minimum mark of 40 or higher, indicating the date, time, and location for opening of Financial Proposals. (Consultants' attendance at the opening of Financial Proposals is optional)

PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Public Opening of Financial Proposals

- a) At the public opening of Financial Proposals, Firms/Agencies representatives who choose to attend will sign an Attendance Sheet.
- b) The marks of each Technical Proposal that met the minimum mark of 40 will be read out aloud.
- c) Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
- d) The Client's representative will open each Financial Proposal. Such representatives will readout aloud the name of the Firm/Agency and the total price shown in the Firm/Agency's Financial Proposal. This information will be recorded in writing by the Client's representative.

Evaluation of Financial Proposals

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

NOTE:

The weight-age for Financial Proposal and Technical Proposal has been given 30% and 70% respectively.

The Financial Proposals shall be given scores as follows:

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

Where:

Pf is Financial Score

Fm is the Lowest quoted Bid Rate

F is the price Rate quoted by the bidder

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

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

Where:

Pt is the Technical Score of the proposal under consideration

- a) The Eligible Firm/Agency getting highest marks would be declared Successful.
- b) In the event that two or more Eligible Firm/Agency (s) secure the same overall score, Cuttack Municipal Corporation may:
 - a. Declaring the Eligible Firm/Agency securing highest technical marks amongst the Eligible Bidder(s) securing same overall score, as preferred bidder or
 - b. Take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.

PRE – QUALIFICATION CRITERIA

S. No	Pre-Qualification Criteria	Documents to be attached
1	The bidder should be a company registered under the Companies Act, 1956/Partnership Firm/LLP. Consortium/JV is allowed	Certificate of incorporation, Self-Certification on Company's Letter Head of being in business should be attached. PAN number is mandatory. Copies of Articles of Association. A maximum of Two Company's JV/Consortium can be formed. Copy of JV/Consortium Agreement should be attached.
2	The bidder should have supplied or implemented IT / e-Governance Project in Government with any State / Central Government (s), PSU in India.	Copy of work order / client's Certificates/agreements
3	The Bidder should have a minimum average annual turnover of 2 Crore (Rs. Two Crore only) during last three financial years ending March 31, 2019 i.e. Financial year 16 – 17, 17-18 & 18 – 19	Submit relevant audited balance sheet
4	The bidder should have submitted EMD as defined in the RFP	Submit original Demand Draft
5	The bidder should have submitted document fee as defined in the RFP	Submit original Demand Draft
6	The Bidder should submit valid and GST	Submit documentary proof

S. No	Pre-Qualification Criteria	Documents to be attached
	Registration certificates	
7	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Self-Declaration in this regard by the authorized signatory of the bidder
8	The bidder should have a local office address/project office in the state. However, if the local presence is not there in the state, the selected bidder should give an undertaking for arranging for the same within one month of award of the contract.	Letter of Undertaking
9	The bidder should have successfully completed similar services (door-to-door Collection & Recovery of Property Tax) to any Municipal Corporation of population more than 5 lakhs (as per census 2011) in India	Submit documentary proof(work order/ agreement/ go-live/work completion certificate)
Note: - The criteria mentioned above will constitute the preliminary scrutiny and only those bidders complying with them will be eligible for technical evaluation. All the document should be placed only in this (as listed in this clause) order and an index be provided separately. The bid will be summarily rejected if all the documents mentioned above are not enclosed in technical bid. All supporting documents must be clearly visible and readable.		

CONTRACT NEGOTIATION AND AWARD OF CONTRACT

- a) Cuttack Municipal Corporation may either choose to accept the Proposal of the Preferred Firm/Agency or invite him for negotiations. In case negotiation fails, Cuttack Municipal Corporation has the right to invite the next preferred Firm/Agency for negotiation.
- b) Technical Negotiations: This will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Firm/Agency to improve the TOR. The Client and the Firm/Agency will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Firm/Agency.
- c) Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Firm/Agency will initial the agreed Contract. If negotiations fail, the Client will invite the Firm/Agency whose Proposal received the second highest score to negotiate the Contract.
- d) After completing negotiations, the Client shall award the Contract to the selected Firm/Agency and notify the other Consultants who could have been invited to negotiate the Contract that they were unsuccessful. After Contract signature, the Client shall

return the unopened Financial Proposals to the Firms/Agencies who's Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive.

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

DURATION OF ASSIGNMENT

- a) The duration of assignment of the services under the contract will be initially for 3 (Three) Calendar Years from the date of signing of contract agreement and further it will be renewed on satisfactory performance of the Agency with approval of CMC up to 5 Years.

PERFORMANCE SECURITY

- a) *The consultant will furnish within 30 days of the issue of Letter of Intent (LOI), an Account Payee Demand Draft/ Unconditional Bank Guarantee (in prescribed format)/ in favour of "Municipal Commissioner, Cuttack Municipal Corporation" payable at Cuttack,, from any nationalised or scheduled commercial Bank in India for an amount equivalent to INR 5, 00, 000 (Rupees Five Lakhs) towards Performance Security valid for a period of six months beyond the stipulated date of completion of services. The Bank Guarantee will be released after six month and rectification of errors, if any, found during appraisal/approval of Reports by competent authorities whichever is later.*

COMPLETENESS OF RESPONSE

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the bid documents carefully. Submission of bid will be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications
- b) The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD
- c) The bidder must comply with all the terms and conditions given in this document and their offer must be unconditional

PROPOSAL PREPARATION COST

- a) The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Purchaser to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of

the bidding process.

- b) This RFP does not commit the Purchaser to award a contract or to engage in negotiations.
- c) Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- d) All materials submitted by the bidder as a part of the bid will become the property of the Purchaser.

PURCHASER'S RIGHT TO TERMINATE THE PROCESS

- a) The Purchaser may terminate the bid process at any time and without assigning any reason and any compensation. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone
- b) This bid does not constitute an offer by the Purchaser. The bidder's participation in this process may result in the Purchaser selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Purchaser to execute a contract or to continue negotiations. The Purchaser may terminate negotiations at any time without assigning any reason.
- c) All materials submitted by the bidder become the property of the Purchaser

AMENDMENT OF BID DOCUMENT

- a) At any time prior to the last date for receipt of bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid Document by an amendment.
- b) The amendment will be notified and uploaded on the website of the Purchaser for the information of all intending bidders.
- c) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

SUPPLEMENTAL INFORMATION TO THE RFP

- a) If the Purchaser deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

MISCELLANEOUS

- a) The empanelment under this bid is not transferable.
- b) The decision of the Purchaser arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to bring pressure of any kind, may disqualify the Bidder for the present bid and the Bidder may also be liable to be debarred from bidding for the Purchaser bids in future for a period of at

least three years.

- c) Any conditions mentioned in their bids by the bidders which are not in conformity to the conditions set forth in the bid will not be accepted by the Purchaser. All the terms and conditions for the supply, testing and acceptance, payment terms penalty etc. will be as those mentioned herein and no change in the terms and conditions set by the bidders will be acceptable. Alterations, if any, in the bid should be attested properly by the bidders, failing which the bid will be rejected.
- d) The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments. The Purchaser also reserves the right to accept /reject any bid, to cancel / abort bid process and / or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the Purchaser.
- e) Any default by the bidders in respect of bid terms & conditions will lead to rejection of the bid & forfeiture of EMD/Security Deposit.

Section 2 – DATA SHEET TO INSTRUCTION TO CONSULTANTS

SL No.	Instruction
1	Name of the Client: Cuttack Municipal Corporation
2	Firm/Agency will submit Technical and Financial Proposals in separate envelopes
3	The Client will provide the inputs and facilities as mentioned in Terms of Reference (ToR)
4	Proposals must remain valid for 180 days after the last date submission of proposals.
5	The applicant Firm/Agency is required to deposit, along with its proposal, RFP document fee for Rs. 5000/- (Non-refundable) in the form of DD in favour of Municipal Commissioner, Cuttack Municipal Corporation, payable at Cuttack and a Bid security equivalent to amount mentioned below (the “ Bid Security ”) refundable not later than 120 (One Hundred Twenty) days from the Proposal Due Date except in the case of the preferred Consultant. The Firm/Agency will have an option to provide Bid Security in the form of a demand draft from any Nationalized Scheduled/Commercial Bank in India drawn in favour of Municipal Commissioner, Cuttack Municipal Corporation and payable at Cuttack, or a bank guarantee in the prescribed form acceptable to the Authority, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, exclusive of a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Client and the Applicant Consultant from time to time. The Bid shall be summarily rejected if it is not accompanied by the RFP document fee & Bid Security. The Bid security refundable of Rs. 1,00,000 (Rupees One Lakh only) to be submitted in format prescribed to Data Sheet.
6	Clarifications may be requested not later than 3 days prior to bid submission date.
7	The Addendum/Corrigendum, if any, shall be uploaded on referred websites and shall be binding on Applicant Consultant.
8	The technical proposal shall also include documents establishing eligibility criteria as defined in Notice inviting Request For Proposal (RFP).
9	Technical & Financial Proposal must be in original and in print version
10	Under this contract, the Firm/Agency's payments are on Output and Deliverables based as mentioned in Terms of Reference (ToR). The Firm/Agency shall quote Service Charges for satisfactory performance of the services under the contract in terms of a fixed percentage (%) of actual realization of Taxes in municipal area under Cuttack Municipal Corporation mentioned in Form FIN-2 of Financial Proposals. If same cost is quoted by two bidders, then bidders getting higher technical marks will be awarded the contract. It is expected that Firm/Agency has quoted its fee considering all requirements for satisfactory performance of the services included in ToR. If the Firm/Agency has not considered any component for performance of the services, no extra payment shall be made on this account.
11	Amounts payable by the Client to the Firm/Agency under the contract shall be subjected to local taxes if any. The Client will pay GST, on prevailing rates as applicable.
12	Proposals must be submitted not later than the date and time mentioned in the RFP
13	Technical Proposals shall be evaluated on the basis of following pre-identified criteria:

SL No.	Instruction												
	(a) Following Technical criteria that would be considered for selection of preferred bidder: - <table><tr><th>SL. No</th><th>Criteria</th><th>Score Allocated</th></tr><tr><td>1</td><td>Firms General Experience & Experience in Similar Assignments</td><td>65</td></tr><tr><td>2</td><td>Approach & Methodology for proposed Assignment</td><td>35</td></tr><tr><td colspan="2">Total Score</td><td>100</td></tr></table> (b) The Cuttack Municipal Corporation will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. (c) Each responsive proposal will be given a technical score. (d) Firms securing 40 and above marks will be held technically responsive by Cuttack Municipal Corporation. (e) Narrative Evaluation Criteria and Detailed Marking Scheme is attached at Appendix-I & Appendix-II to Data Sheet	SL. No	Criteria	Score Allocated	1	Firms General Experience & Experience in Similar Assignments	65	2	Approach & Methodology for proposed Assignment	35	Total Score		100
SL. No	Criteria	Score Allocated											
1	Firms General Experience & Experience in Similar Assignments	65											
2	Approach & Methodology for proposed Assignment	35											
Total Score		100											
17	Expected date for public opening of Financial Proposals: Will be communicate later												
18	Quality and Cost Based Selection (QCBS) method will be adopted for evaluation and award of this assignment												
19	Expected date for contract negotiations: Will be communicate later												
20	Expected date for commencement of consulting services: will be communicated later												
21	The duration of the assignment shall be for 3+2 years.												
22	The consulting firm is required to establish a project administration office at Cuttack and all the other key professionals including Team Leader and other staff members shall be available at Cuttack Municipal Corporation area as per requirement of the assignment for entire contract period.												
23	Performance Security: The consultant will furnish within 30 days of the issue of Letter of Intent (LOI), an Account Payee Demand Draft or Unconditional Bank Guarantee (in prescribed format) in favour of “Municipal Commissioner, Cuttack” payable/cashable at Cuttack, from any nationalized scheduled/commercial Bank in India towards Performance Security valid for a period of six months beyond the stipulated date of completion of services. The amount of Performance Security to be received from engaged agency shall be Rupees 5, 00, 000.												

ANNEXURE I – DATA SHEET

Narrative Evaluation Criteria for Technical Evaluation

Firm's General Experience and Experience in Similar Assignments (65 Points)

A. General Experience of firm in Similar Projects for door-to-door survey, assessment, collection and recovery of taxes for Municipal Corporation (35 points)

- i. **Criteria:** The extent and depth of experience of the Firm/Agency for door-to-door survey, assessment, collection and recovery of taxes of Municipal Corporation that is similar to the requirement of the TOR in terms of Technical parameters, quantum of work and required inputs and financial parameters.
- ii. **Factors to consider:** Each reference project included in the technical proposal will be judged against the criteria established. Higher scores will be given to a Firm/Agency, which has experiences for more Municipal Corporation with relevant nature.

B. Quantum of Experience in Household Coverage (20 points)

- i. **Criteria:** Extent of Experience in number of households covered in collection of taxes
- ii. **Factors to consider:** Higher scores will be given to a firm/Agency with higher household coverage in taxes

C. Quantum of Revenue Collection in Past financial years (5 points)

- i. **Criteria:** Extent of Experience in collection of total revenue collected from different revenue head in a financial year.
- ii. **Factors to consider:** Higher scores will be given to a Bidder with higher collection of Revenue.

D. Average Annual Turnover (5 points)

- i. **Criteria:** The average annual turnover in last three financial Years would be the basis of evaluation.
- ii. **Factors to consider:** The following three aspects will be considered and marks will be given accordingly

Between 2 to 10 Cr	2
10.1 to 20 Cr	3
More than 20 Cr	5

Methodology, Presentation & Certifications (35Points)

1. Methodology Proposed (15 points)

- i. **Criteria:** The offer submitted covering the overall assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.
- ii. **Factors to consider:** Clarity on the methodology shall be considered for higher score

2. Proposal Presentation (15 points)

- i. **Criteria:** Clarity and ease of assessment of the entire proposal (including material presentation).
- ii. **Factors to consider:** If all items requested in the ToR are covered in a clear and easily understandable form and the proposal is assembled in a professional manner, maximum points will be given.

3. Certifications (5 Points)

- i. **Criteria:** The Project incorporates huge Financial Transaction with S/W implementation, hence Security needs attention.
- ii. **Factors to consider:** ISO & CMMi certification available with the Bidder
 1. ISO 9001
 2. ISO 27001
 3. ISO 20000-1
 4. CMMi Level 3

Note: Please refer the Annexure-II for detail pattern of evaluation.

ANNEXURE II – DATA SHEET

Detailed Marking Scheme for Technical Evaluation

<u>S. No</u>	<u>Criteria</u>	<u>Sub - Criteria</u>	<u>Maximum Marks</u>
A	Experience in Similar Projects: (Experience in " for door-to-door Survey, Assessment, Collection and Recovery of Taxes in Municipal Corporation") Note: documentary proof (certificate from the Client is mandatory for Evaluation)	EVALUATE AS PER THE FOLLOWING SUBCRITERIA	35
		1 to 3 Municipal Corporation	10
		3-5 Municipal Corporation	15
		5-7 Municipal Corporation	20
		More than 7 Municipal Corporation	35
B	Number of House hold coverage in " Door-to-door Survey, Assessment, Collection and Recovery of Taxes in Municipal Corporation" Note: documentary	EVALUATE AS PER THE FOLLOWING SUBCRITERIA	20
		50,001 - 2,00,000	05
		2,00,001 -3,00,000	10
		3,00,001 – 5,00,000	15
		Above 5,00000	20

<u>S. No</u>	<u>Criteria</u>	<u>Sub - Criteria</u>	<u>Maximum Marks</u>
	proof (certificate from the Client is mandatory for Evaluation)		
C	Experience in Revenue Collection work in Municipal Corporation Note: documentary proof (certificate from the Client is mandatory for Evaluation)	EVALUATE AS PER THE FOLLOWING SUBCRITERIA	05
		Rs. 15 – 50 Cr. Revenue collections from all revenue heads	02
		More than Rs. 50 Cr. Revenue collections from all revenue heads	05
D	Average Annual Turnover in last three FYs ending on 2019. Note: documentary proof (CA Certificate & Audited Report is mandatory for Evaluation)	EVALUATE AS PER THE FOLLOWING SUBCRITERIA	05
		Between Rs. 2 to Rs. 10 Cr	02
		Rs. 10.1 to 20 Cr	03
		Above 20 Cr	05
E	Methodology	As provisioned in Tech 4	15
F	Presentation	A hard copy & Soft Copy should be attached with Tech 4 for evaluation	15
G	Certifications	EVALUATE AS PER THE FOLLOWING	05

<u>S. No</u>	<u>Criteria</u>	<u>Sub - Criteria</u>	<u>Maximum Marks</u>
		SUBCRITERIA	
		ISO 9001	01
		ISO 9001 & 27001	02
		ISO 9001, ISO 20000-1& 27001	03
		ISO 9001, ISO 20000-1, 27001 & CMMi 3	05

Appendix-III Data Sheet

Bid Security Form (Bank Guarantee)

B.G. No. Dated:

1. In consideration of you, Cuttack Municipal Corporation having its office at (hereinafter referred to as the "CUTTACK Municipal Corporation" or "Cuttack Municipal Corporation", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of _____ [a Company registered under provision of the Companies Act, 1956] and having its registered office at _____ hereinafter referred to as the "Firm/Agency" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **Updation of existing data along with Door-to-Door Survey, Assessment, Collection and Recovery of Taxes and User Charges in Municipal Areas under** Cuttack Municipal Corporation **at Cuttack** (hereinafter referred to as "the Project"). Pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Firm/Agency, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Firm/Agency and unconditionally and irrevocably undertake to pay forthwith to the Cuttack Municipal Corporation an amount of Rs. 1,00,000/- (Rupees One Lakh only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Firm/Agency if the Firm/Agency shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Cuttack Municipal Corporation stating that the Firm/Agency is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Firm/Agency or any other person and irrespective of whether the claim of the CUTTACK MUNICIPAL CORPORATION is disputed by the

Firm/Agency or not merely on the first demand from the Cuttack Municipal Corporation stating that the amount claimed is due to the Cuttack Municipal Corporation by reason of failure of the Firm/Agency to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Firm/Agency to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only)

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Cuttack Municipal Corporation and the Firm/Agency, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Cuttack Municipal Corporation shall be the sole judge to decide as to whether the Firm/Agency is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Firm/Agency to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Cuttack Municipal Corporation that the Firm/Agency is in default as aforesaid shall be final and binding on us notwithstanding any differences between the Cuttack Municipal Corporation and the Firm/Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Firm/Agency or the Bank or any absorption, merger or amalgamation of the JV or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Cuttack Municipal Corporation shall be entitled to treat the Bank as the principal debtor. The Cuttack Municipal Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Firm/Agency or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Firm/Agency or to postpone for any time and from time to time any of the powers exercisable by it against the said Firm/Agency and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Cuttack Municipal Corporation, and the Bank shall not be released from its liability under these presents by any exercise by the Cuttack Municipal Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Firm/Agency or any other forbearance, act or omission on the part of the Cuttack Municipal Corporation or any indulgence by the Cuttack Municipal Corporation to the said Firm/Agency or by any change in the constitution of the Cuttack Municipal Corporation or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Cuttack Municipal Corporation to proceed against the said Firm/Agency before proceeding against the Bank and the guarantee herein

contained shall be enforceable against the Bank notwithstanding any other security which the Cuttack Municipal Corporation may have obtained from the said Firm/Agency or any other person and which shall, at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Cuttack Municipal Corporation in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

SECTION 3 - TECHNICAL FORMS

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,
Municipal Commissioner
Cuttack Municipal Corporation
Cuttack

Dear Sir,

We, the undersigned, offer to provide the services for Updation of existing data along with door-to-door survey, assessment, collection and recovery of taxes & User charges etc. in municipal area under Cuttack Municipal Corporation accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in individual capacity/ consortium. *[Attached is the Power of Attorney for signing of Application]* We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than 15 days of getting LOI.

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

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2: FIRM/AGENCY'S BACKGROUND

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

Name of the Firm/Agency	
Address of Registered Office of Firm/Agency:	
Year of Establishment:	
Annual Turnover* in last three years FY 2016-17, FY 2017-18, FY 2018-19 Average Annual Turnover for above three Financial Years: *Audited Statements to be enclosed	
Experience: Number of years: Total assignments: Assignments completed in last 3 years: Similar Assignments in last 3 years:	
Any Award or Felicitation received by your Agency:	
Any Other Relevant Details:	

FORM TECH-3: FIRM/AGENCY'S EXPERIENCE

[The following information should be provided in the format below for each reference assignment for which your firm]

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No of Staff:
Address:		No of Staff-Months; Duration of Assignment:
Start date (month/ year) :	Completion date (month/ year) :	Approx. Value of Services (in INR):
Name of Associated Company/Firms, If Any:		No of Months of Professional Staff Provided by Associated Company/Firms:
Name of Senior Staff (Project Municipal Commissioner/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

*(Certificate from Employer regarding experience should be furnished)

Use separate sheet for each Eligible Project.

Firm's Name:

Signature of Authorized Representative:

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

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

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

a) Technical Approach and Methodology: In this chapter you should explain your Understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan: In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing Understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.

Organization and Personnel: In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel.

Team Composition, Task Assignments and Summary of CV Information

Team Leader and Key Professionals

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

SECTION 4 - FINANCIAL PROPOSAL

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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

[Location, Date]

To,
Municipal Commissioner,
Cuttack Municipal Corporation
Cuttack

Dear Sir,

We, the undersigned, offer to provide the consulting services for **Selection of Firm/ Agencies for Updation of existing data along with door-to-door Survey, Assessment, Collection and Recovery of Taxes & User Charges etc. under Municipal Area of Cuttack Municipal Corporation** In accordance with your Request for Proposal dated (Insert Date) and our Financial Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

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

We remain,

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:.....

FORM FIN-2: SUMMARY BY COSTS

Project Title: SELECTION OF AGENCIES FOR UPDATION OF EXISTING DATA ALONG WITH DOOR-TO-DOOR SURVEY, ASSESSMENT, COLLECTION AND RECOVERY OF TAXES/USER CHARGES ETC. IN MUNICIPAL AREA UNDER CUTTACK MUNICIPAL CORPORATION

SL. No	Description of Services	Services Fee	
		(Percentage in figure)	(Percentage In words)
1.	Total fee in percentage for realization of taxes/User Charges/Fees etc. for providing services for Updation of existing data along with door-to-door Survey, Assessment, Collection and Recovery of Municipal Taxes/User Charges etc. in Municipal area of Cuttack Municipal Corporation		
2.	Design, Development, Implementation and Customization of web-based application software to effectively manage & maintain the collection and Recovery process of Cuttack Municipal Corporation (One Time)	Amount in Rupees (in figure)	Amount in Rupees in Words)
3.	Annual Maintenance Contract (AMC) of web-based application software to effectively manage & maintain the collection and Recovery process of Cuttack Municipal Corporation (Quarterly)	Amount in Rupees (in figure)	Amount in Rupees in Words)

Note:

- a) The bidder has to quote the rates inclusive of all taxes, except GST applicable. GST shall be payable extra at actuals
- b) Once contract is awarded and the cost is optimized, Cuttack Municipal Corporation shall not be responsible for any other cost apart from the gross quoted % rates plus applicable GST.
- c) Only the Service Fee mentioned in Sl. No. 1 will be considered for QCBS Evaluation.
- d) Sl No. 1 to be filled in percentage and Sl No. 2 & 3 to be filled in amount (Rupees).

SECTION 5: TERMS OF REFERENCE (TOR)

SELECTION OF AGENCIES FOR UPDATION OF EXISTING DATA ALONG WITH DOOR-TO-DOOR SURVEY, ASSESSMENT, COLLECTION AND RECOVERY OF MUNICIPAL TAXES & USER CHARGES ETC. IN MUNICIPAL AREA UNDER CUTTACK MUNICIPAL CORPORATION.

Introduction

Cuttack Municipal Corporation is soliciting sealed proposals from eligible agencies to assist in updation of existing data along with door-to-door surveying, assessing, collecting & recovery of Municipal Taxes & User Charges etc. in jurisdiction of Cuttack Municipal Corporation.

Objective

This is a Request for Proposal from Cuttack Municipal Corporation for Selection of Agencies for updation of existing data along with door-to-door Survey, Assessment, Collection and Recovery of Municipal Taxes & User Charges etc. due from all Assesses in jurisdiction of Cuttack Municipal Corporation. The objective is to achieve full and complete coverage of all assesses in respect of Property Tax, Municipal License Fee, Water User Charge, Sewerage Charge, Advertisement Tax, Hoarding Tax, Rent, Fees etc. and also achieve at least 90 % collection of current demand. As the contract is anticipated to begin in April 2021, for a period of 5 years. Extension to above further will be contingent upon satisfactory performance evaluations by Cuttack Municipal Corporation.

Scope of Work

Initially the Project will be implemented as Phase-1 in 17 wards of Cuttack Municipal Corporation as Pilot project and based on the success and performance of the project it will be implemented in rest of the wards of Cuttack Municipal Corporation.

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

- a) Door to door survey of the properties at the start of the project and collect the required information and assess the Property Tax, Municipal License Fee, Water User Charge, Advertisement Tax, Hoarding Tax, Rent, Fees etc. as per the Self-Assessment Form provided/ approved and any GIS data provided by Cuttack Municipal Corporation & in accordance with act, rules & regulation.
- b) Enter and update the software System
- c) Updating of digitized software Demand on current basis from physical assessment/ Self-Assessment Forms
- d) Where property Owner refuses to co-operate with the engaged agency for correct assessment flag the digitized system accordingly and inform to Municipal Commissioner in writing.
- e) Indicate the reasons why the Assessment and/or collection could not be done indicating specific reason like “Non- co-operation by Assesse” with date(s) of visits/ follow ups in the Digitized PT system;
- f) Print Demand Challan/Receipt

- g) Collect payments in the form of Cash/Cheques/Demand Drafts/online payment from Assessee against demand mentioned in generated Demand Challan/Receipt.
- h) Use handheld devices for generation of instant receipts linked with Online Portal Application and with banking records.
- i) Deposit Cash, Cheques/Demand Drafts in approved Escrow account within 24 hours
- j) Engaged agency shall provide MIS to Cuttack Municipal Corporation;
- k) Update the digitized database of Cuttack Municipal Corporation on current basis with payment detail i.e.; after cash is deposited and/ or Cheques are realized.
- l) Make arrangement for sending SMS through system to the Assessee's mobile number on real time basis as soon as payment enters in digitized system;
- m) Obtain a photocopy of the actual last payment made by Assessee and keep safe this record in digitized form and ensure that the digitized system is updated with all payment details;
- n) Ensure that payment is received through strict compliance and strict enforcement of all procedures as per Municipal Act;
- o) Use Recovery Processes through assigned Nodal Officer from Cuttack Municipal Corporation for signing Notices etc.;
- p) Refer the disputes by the Tax payers regarding Assessment and demand of Property Tax and/or Vacant Land Tax to the Cuttack Municipal Corporation for resolution;
- q) Set-up a help-desk, on-line as well as telephone service during working hours, for facilitating citizens of Cuttack Municipal Corporation to provide information on collection process, dues etc. and register grievances raised by citizen against any discrepancies. This help-desk shall also provide information about payments made by tax/non-tax payers. Collection agency shall maintain complete audit trail about the recorded feedback/grievance/enquiry Collection agency shall make available all information related to feedback/grievance/enquiry to Cuttack Municipal Corporation periodically and as and when required.
- r) To integrate an SMS Gateway.
- s) The engaged agency shall take the meter reading from the water user consumer for generation of water bill.
- t) All the digitized systems shall use standard relational Database e.g. MY-SQL/Postgre/SQL server, with proper documentation along with all the rights to the Cuttack Municipal Corporation.
- u) The engaged agency shall provide web-based dashboard & Application Software in public domain. This will cater Cuttack Municipal Corporation management, real time monitoring and able to generate the various report related to assessment, demand, collection etc. It's should be customizable based on requirements and the engaged agency should make it available without any delay.
- v) Owner details should be modified by the Cuttack Municipal Corporation and subsequently changes should be updated by the selected agency in the database. The selected agency will collect the data in online/offline mode with relevant documents from the owner and submit it to the concerned official at the Cuttack Municipal Corporation
- w) The Selected Agency should immediately take all relevant data from Cuttack Municipal Corporation after getting LOI. The details of Disputed/Pending before courts properties should be taken from Cuttack Municipal Corporation prior to survey start, and it should be entered in the database respectively.

- x) The Selected Agency has to work as per scope of services defined in ToR.

Performance Based Review for Phase-1:

The performance of the agency will be reviewed after initial 6 months, if the agency will achieve 40% of holding tax target communicated then the project will be implemented in another 18 wards of Cuttack Municipal Corporation as Phase -II implementation.

Application Development for:

- a. Database creation of Households, Traders, Water connections, all hoardings, Mobile towers, ULB Shops, Hotels, Hostels, Lodge, Banquets & Dharamshalas installed/operational within ULB Area.
- b. Provision for Online application for Information, transaction services, registration, approval and Issue of License/NOC etc.
- c. Provision for online renewal of assessment, registration, NOC, License payments of taxes and fees.
- d. Provision of management information system as required including application status, approval & Rejection report, Payment Reports, Demand, Work Progress etc.
- e. Provision of use the application through mobile apps for field activity by staff covering survey, recurrent survey, GPS, Geo-tagged data upload, image upload, collection of payment, issue of demand notice in real time.

To Develop a Web based Online System for the following.

- a. Property/House Tax Collection Module
- b. Water User Charges Collection Module
- c. Municipal License Fee Collection Module
- d. Advertisement Tax Collection Module
- e. Municipal Tax Collection Module
- f. Waste User charge collection Module
- g. Any other module as required during the Project phase

Introduction of PoS Devices/HHT devices/Smart Phones

- a) To achieve 100% efficiency the agency shall procure hand held/CDM or any other on its own cost for smooth operations of the project.
- b) The agency shall maintain all devices under good running conditions and ensure prompt support in case of any machine failure.
- c) The Agency shall be allowed to retain the ownership of all the devices owned and deployed on expiry of the Contract.
- d) All related expenses i.e. operational, incidental, overhead, insurance and consumable, including GPRS data, SIM charges etc. thereof will be borne by the Agency.
- e) The selection of service provider for GPRS data SIM shall be done by the Agency on pure merit basis, after duly verifying its capability, network coverage, SLA commitments, etc.
- f) The Agency shall be responsible for deployment of adequately trained man power
- g) The Agency shall fully understand & recognize that this job assignment is a Customer interface process involving image of Cuttack Municipal Corporation and therefore the

manpower deployed shall be adequately qualified, presentable and with ID-Card, uniform with specification and should be consumer friendly and of high integrity.

- h) The Agency will engage the personnel for the purpose of execution of works assigned under this works related Contract agreement as per their own Terms and Conditions. The compliance of all statutory provisions with regard to its employees will be the sole responsibility of the Agency. Any financial loss to the Cuttack Municipal Corporation in this context will be made good by the Agency. Further, the personnel employed by the Agency will have no claim of employment or compensation, in any, from the Cuttack Municipal Corporation. The Agency will abide by all the laws of the land. Ensuring good antecedents of personnel deployed shall be sole responsibility of the Agency.
- i) The details of engaged manpower should be given prior to start of work. In case of change/replacement of manpower, details should be shared with Cuttack Municipal Corporation.
- j) The engaged agency should maintain confidentiality & Integrity of Cuttack Municipal Corporation's Information
- k) The engaged Agency should regularly update/ Add new properties in the Tax database
- l) Generation of Demand Register & Survey Report in Hard & Soft copy should be submitted to Cuttack Municipal Corporation.

Performance Evaluation:

- a) The selected Firm/Agency will follow the following Timeline:
- b) It is envisaged that the implementation will be completed within a time frame of 3 months (12 weeks) from the signing of contract.
- c) Proposed Timeline and Implementation schedule is as under.

Activity Task	Timeline (weeks)
Entering into the Contract Agreement	T=Date of signing of contract
Understanding the requirements and submission of project plan	T+ 2 weeks
Collect Estimated number of household data (provided by the Cuttack Municipal Corporation), Actual Demand, Arrears, Disputed/pending before courts properties data, collect existing data & Database updation & optimisation	T+ 10weeks
Database Updation	T+ 12 weeks
Door-to-Door demand generation & collection start	T+ 12 weeks
MIS Generation	T+ 12 weeks
Go Live of the Project	T+ 12 weeks = T1
Stability Period	
Part – A	T1+12 weeks= T2
Part – B	T2+12 weeks= T3
Operational Period	T3+12 weeks = T4

Quality Evaluation:

1. The Cuttack Municipal Corporation should randomly check at least 10% of the total properties surveyed by the selected agency. The Cuttack Municipal Corporation should check:
 - a. Property Details data entry in demand register
 - b. SAF verification
 - c. Accuracy of Taxes/User Charges

Payment to Agency (Terms & Conditions)

Payment Terms

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

- a) Following provisions shall form part of the Contract/ Agreement between the selected agency and Cuttack Municipal Corporation for Payments related to Door-to-Door Survey, Assessment, Collection & Recovery of Tax & Non-Tax Revenue: -
 - a. All Collections should be deposited in an Escrow Account of the designated Bank of Municipal Corporation on daily basis.
 - b. The Designated bank transfer the amount computed at quoted rate plus GST on collections for every month, and disburse automatically on regular basis every month to the selected agency's bank account.
 - c. No commission shall be payable against Cheques returned unpaid by banks.
 - d. **Payment (Remuneration) for Every month (Whatever Amount is collected by the Bidder, Remuneration shall be paid on quoted rate by the bidder)**
 - i. 5% (Five Percent) of quoted Rate (Remuneration) shall be kept as security deposit for performance evaluation. This will be decided on quarterly basis as pro rata progress and as per RFP conditions.
 - ii. Balance 95% (Ninety Five percent) of quoted rate (remuneration) shall be transferred in the bidders account automatically.
- b) **Following Provisions shall be made for Payments related to Design, Development, Customization & Implementation of Web based Application:**

Milestone No.	Milestone linked Payment	Amount
1.	Mobilization advance payment at the time of signing contract	10%
2.	Upon SRS Approval	20%
3.	Submission of FRS	30%
4.	Go-Live	40%

c) Following Provisions shall be made for Payments related to Annual Maintenance Contract (AMC) of Web based Application

Milestone No.	Milestone linked Payment	Amount
1.	Each Quarter after Go Live	25% of quoted rate

Target

S. No	Criteria	Target
a.	For Each Year of Contract Period	75% collection of current year demand

Complaints and Corrective Action

- a) Project Manager of the selected agency will be responsible to resolve any allegations of irregularity/illegal action of any person on behalf of the agency. He will be bound to give his response in writing to the Cuttack Municipal Corporation on any alleged irregular or illegal actions taken by the Agency within 7 days of receipt of such complain.

Penalties for Non-Performance

- a) In case of loss of property tax due to wilful in-action or incorrect information by the agency, a penalty of ₹. 100/- for each such incidence along with amount of such loss will be recovered from the agency. The Co-ordination Team shall levy the penalty at the request of Revenue Officer of Cuttack Municipal Corporation.

Termination of Contract

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

- If the performance of the engaged agency is found to be non-satisfactory and fall below benchmarks set up by Cuttack Municipal Corporation;
- If the engaged agency resorts to unfair practices in collection & recovery processes;
- Provides false information consciously regarding assessment and collection by its staff;
- Fails to meet collection targets, as agreed, mutually by engaged agency.
- The engaged Agency will be given a warning, in writing, and asked to improve performance. If performance is not improved within three months, Cuttack Municipal Corporation can replace such engaged Agency after serving a written notice for termination of contract.

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

Responsibility of the Cuttack Municipal Corporation

- a) Assist the Agency in getting ID cards, duly signed by Municipal Commissioner or his authorised representative, within stipulated time; Make available all Enactments, Rules and Regulations Related to Assessment, Collection and Recovery of Tax and Non-Tax along with amendments from time to time; Make available Self-Assessment Form, as applicable; Make available copies of all standard SAF forms, filled in by Assessee, as per Municipal Act.
- b) The latest details of roads categories and as and when amended with effective dates; All information about Assessee with Cuttack Municipal Corporation in respect of Property Tax, Municipal License, Water User Charges etc. Digitized data base in any form, if available; GIS and contact survey details, if and when available; Designate one officer authorised by Municipal Commissioner to sign all letters and notices to be issued on behalf of Cuttack Municipal Corporation by the agency to the Assessee for assessment, collection or recovery processes; Details of Bank accounts of Cuttack Municipal Corporation where collections are to be deposited on timely basis; and Assist the agency, without which the Agency cannot achieve results against duties as stipulated in the “Scope of Work”.

IEC Activities

To facilitate the smooth and efficient functioning of survey, assessment, collection & recovery of all major sources of Revenue of Cuttack Municipal Corporation, the following IEC activities should be implemented:

S. No	IEC Activity	Role
I.	Advertisements in Newspapers, TV Channels, Radio	Cuttack Municipal Corporation
II.	Information Circulation on Hoardings	Cuttack Municipal Corporation
III.	Information on Website	Agency
IV.	Awareness creation Slides on website	Agency
V.	Banners, Pamphlets, Information Brochures, SAF Forms	Cuttack Municipal Corporation
VI.	Camping in Wards	Agency
VII.	Training Kits & video Help files	Agency
VIII.	SAF distribution & Collection	Agency
IX.	Training & Support for SAF	Agency
X.	Printing of Publicity Material	Cuttack Municipal Corporation
XI.	Newsletter on Website	Agency

XII.	Publicity Campaign on Websites	Agency
XIII.	RTI	Cuttack Municipal Corporation

General Terms & Conditions

- a) The engaged Agency shall be issued an appropriate Identity Card and also an Authorization letter by the Cuttack Municipal Corporation, within 7 days of the signing of the contract. The Agency should display the Identity Card with Photographs issued by the Agency and copy of Authorization letter issued by the Cuttack Municipal Corporation before entering any tax and non-tax payer's premises. The Authorization Letter should mention prominently that the Agent/Agency is authorized to assess, take recovery actions as per Regulations and collect the outstanding dues of Property Tax and/or Vacant Land Tax.
- b) The Agency shall be authorized to collect payment through an Account Payee crossed Cheques or DD only drawn in favour of " Municipal Commissioner, Cuttack Municipal Corporation at the time of contract". The agency shall not receive any Cheques / Draft in their names.
- c) During the course of interaction with the tax and non-tax payers, Agency or their representatives may come across cases where the tax and non-tax payers have already paid. In such cases Agent/Agency will politely request the customers to provide suitable evidence of payment (e.g. a photocopy of the entry in his/her Bank Pass Book or of a receipt issued by the office where paid).The engaged Agency will re-assess the property and compare the payment amounts and actual due tax as per system generated Demand Challan and collect the differential amounts, if any, after providing the Demand Challan copy to the Assessee. Agency will be entitled to get commission on differential amount deposited with the Account with the designated Bank.
- d) If assessee is not able to provide any evidence to the agency relating to last payment of tax. The engaged agency will collect current dues and a declaration from assessee about no arrear. The agency will transfer the collected information along with declaration to the Cuttack Municipal Corporation for final assessment.
- e) The engaged Agency will not be entitled for receiving due commission on tax or non-tax collected by other means.
- f) The engaged Agency or their representatives shall be held personally responsible for any risks while pursuing the assignment under this RFP.
- g) Any serious complaint against the agency or their representatives that is substantiated shall result in immediate cancellation of the contract including black listing of the agency for future business with Cuttack Municipal Corporation forfeiture of the security deposit. Cuttack Municipal Corporation shall be free to take any action (including legal recourse) as deemed fit against the agency for its failure to follow the terms and conditions of the contract.
- h) The employees engaged by the agency in relation to collection services to be rendered to the Cuttack Municipal Corporation shall be the sole responsibility of the agency as to their cost and consequences arising out of their engagement or conduct or any act of commission or omission.
- i) The engaged agency or their representatives, its Partners, Employees, and / or any affiliates shall be jointly and severally responsible and liable to the Cuttack Municipal

Corporation for any loss arising out of any misappropriation / embezzlements / misuse or for any omission or for any act of negligence and the collection agency or their representatives shall indemnify Cuttack Municipal Corporation for the same.

- j) The engaged agency or their representatives shall not enter into any compromise negotiation with the defaulting tax payers without the express written permission of the Cuttack Municipal Corporation.
- k) The attested photographs of field personnel would need to be updated periodically by engaged agency.
- l) The Cuttack Municipal Corporation shall not be liable to pay any remuneration or compensation or any other charges or expenses, taxes or levies etc. to the agency or any of its personnel except the percentage commission agreed to be paid by the Cuttack Municipal Corporation under the agreement.
- m) Neither the agency nor any of the personnel engaged by the agency for the purpose of the services whether owner, Municipal Commissioner, partner, employee, shall have employee and employer relationship with the Cuttack Municipal Corporation.
- n) The agency shall not assign/ outsource the rights and obligation under the agency agreement without the express written permission of Cuttack Municipal Corporation Engaged agency and/or their representatives shall work under the control of Cuttack Municipal Corporation;
- o) Agency will follow code of conduct mention in Annexure - I.

SERVICE LEVEL AGREEMENT - ANNEXURE - I

CODE OF CONDUCT COMPLETELY BINDING ON SELECTED COLLECTION AGENCY FOR THE ASSIGNMENT

- a) The Agency shall not adopt or resort to any method, conduct or procedure in contravention of any law. The agency, in their dues collection efforts, should not resort to intimidation of any kind, either verbal or physical, against defaulting customers including acts which intend to humiliate publicly or intrude their privacy or privacy of their family members making threatening and anonymous calls or making false and misleading representation. However, the agency shall be free to make aware the defaulting assesses the provisions in the Municipal Act, and relevant Rules and Regulations regarding collections and recovery of Tax and Non-Tax arrears.
- b) The employees or the agents if any engaged by the agency in relation to the collection services to be rendered to Cuttack Municipal Corporation shall be the sole responsibility of the agency as to their cost and consequences arising out of their engagement or conduct or any act of commission or omission.
- c) The agency shall keep and treat all information whether verbal, written, or any documents received from Cuttack Municipal Corporation as confidential and shall exercise utmost care in preserving the confidentiality of such information. On expiry of the period of the agreement or sooner determination of the agreement, the agency shall return the entire information and material to Cuttack Municipal Corporation. The Agency shall maintain highest professional and ethical code of conduct in its business dealings and shall not divulge any information gathered during the course of the assignment to anyone.

- d) The agency is authorized to represent Cuttack Municipal Corporation before the defaulting customer only for the sole purpose of speedy and effective collection of money due and payable to Cuttack Municipal Corporation and for no other purpose whatsoever.
- e) The agency, its Partners, employees, and/or any affiliates shall be jointly and severally responsible and liable to Cuttack Municipal Corporation for any loss arising out of any misappropriation/ embezzlements/ issue or for any omission or for any act of negligence and the Agency shall indemnify Cuttack Municipal Corporation for the same.
- f) The agency shall ensure that the acts, deeds, matters and things done or cause to be done under these presents are not in contravention of any law for the time being force in India.
- g) The agency shall not enter into any negotiation with defaulting customers for a compromise, composition or waiver of rights of Cuttack Municipal Corporation without the expressed written permission of Cuttack Municipal Corporation.
- h) The agency shall maintain a register giving complete details of dates, calls made, letters sent and follow up notes and shall also submit periodical reports in progress made in various cases.
- i) The agency, its employees, Investigators shall carry an identity card to be issued by the Agency wherever field visits are carried out in the cases/ accounts are assigned.
- j) The agency's executives who will call on the Customer will always be well dressed and will not visit the customer in a drunk or inebriated condition.
- k) The agency hereby agrees that Cuttack Municipal Corporation or any person authorized by Cuttack Municipal Corporation has right to conduct audits of the relevant operations of collection agents, by its internal/ external auditors, or by agents appointed to act on its behalf and the copies of the audit report will be furnished Cuttack Municipal Corporation from time to time. The agency shall fully cooperate with such agency in respect of any internal or external audits.
- l) The agency hereby agrees that they will preserve the documents and data in accordance with the legal/regulatory obligation of Cuttack Municipal Corporation. In this regard Cuttack Municipal Corporation will have rights to audit the process at any time.
- m) The Agency will comply with all statutory requirements/ dues as applicable from time to time.
- n) The agency will furnish MIS as may be desired by Cuttack Municipal Corporation on periodical basis.
- o) The employees of the collection agency shall carry ID Badge with photograph duly authorized by the collection agency along with the authorization on official letterhead of Cuttack Municipal Corporation from its Municipal Commissioner or his authorised officer.

*****EOD*****