

REQUEST FOR PROPOSAL (RFP) DOCUMENT

FOR

Selection of Firm/Agencies for Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal Corporation.



सत्यमेव जयते

GOVERNMENT OF ASSAM

Guwahati Municipal Corporation,
Panbazar, Guwahati – 781 001
Phone: +91-361-2540525 / +91-9127198474
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**GOVERNMENT OF ASSAM
HOUSING & URBAN AFFAIRS
GUWAHATI MUNICIPAL CORPORATION**

e-Procurement Notice

NIT No.: GCS/JC-II/MISC/06/2022 /5

Date: 30/08/2022

Name of the Project	Selection of Firm/Agencies for Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal Corporation.
Estimated Cost	Open Tender
Tender Fee & EMD (In INR)	Tender Fee: ₹ 5,000.00 EMD – ₹ 100000.00
Time of Completion	As mentioned in Timeline in RFP
Date of Publication of Tender on website	30/08/2022
Date of submission of pre-bid queries	06/09/2022 till 12:00 hours, bidders must submit their queries through post or email guwahaticom@gmail.com in writing. Mail should contain NIT & e-Tender (RFP) Reference no. and RFP Name in email subject line.
Mode of submission of bids	e-Tendering site: https://assamtenders.gov.in
Pre-Bid Conference	09/09/2022 at 15:30 hours
Date of Start of Submission of Bids	13/09/2022 from 11:00 hours
Last Date/Time for submission of bids	20/09/2022 up to 16:00 hours
Date of Technical Bid Opening (Online)	21/09/2022 at 17:00 hours
Date of financial bid opening	To be announced later
Bid submission address (Online)	https://assamtenders.gov.in

Note: Only e-Tenders will be accepted. Further details can be seen on our website i.e. <https://assamtenders.gov.in>

Sd/-
Commissioner
Guwahati Municipal Corporation

**GOVERNMENT OF ASSAM
HOUSING AND URBAN AFFAIRS
GUWAHATI MUNICIPAL CORPORATION
ASSAM, PANBAZAR, GUWAHATI – 781 001**

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Information for Bidders

NIT No: GCS/JC/-II/MISC/06/2022/4

Dated: 30/08/2022

Selection of Firm/Agencies for Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal Corporation.

Interested bidders are requested to note follow the link <https://assamtenders.gov.in> to apply for participation:

1. A Firm/Agency will be selected based upon Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the policies of the Govt. of Assam.
2. RFP is available from 30/08/2022 18.00 Hrs.
3. The deadline for complete receipt of proposals shall be 20/09/2022 up-to 16.00 Hrs

Sd/-
Commissioner
Guwahati Municipal Corporation

**GOVERNMENT OF ASSAM
HOUSING AND URBAN AFFAIRS
GUWAHATI MUNICIPAL CORPORATION
ASSAM, PANBAZAR, GUWAHATI – 781 001**

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Notice Inviting Tender (NIT)

NIT No: GCS/JC-II/MISC/06/2022/3

Dated: 30/08/2022

Name of The RFP: Selection of Firm/Agencies for Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal Corporation.

Interested bidders are requested to note to the followings before applying for participation:

1. A Firm/Agency will be selected based upon Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the policies of the Govt. of Assam.
2. RFP documents consisting of Terms of Reference (ToR) with detailed scope of work, instruction to bidders and Performa for submission of proposals can be downloaded from <https://assamtenders.gov.in>
3. The bid shall be submitted online through the Website <https://assamtenders.gov.in> The bidder(s) should have necessary portal enrolment with their own Digital Signature Certificate.
4. Online RFP is available from 30/08/2022, 06.00PM. The tender document fee is ₹5,000/- (Rupees Five Thousand only). The document fee in the form of DD issued by any Nationalized Scheduled bank in favour of Municipal Commissioner, Guwahati Municipal Corporation, payable at Guwahati and to be submitted at the office of Municipal Commissioner, Guwahati Municipal Corporation on or before 12.00 hrs. of the bid opening date.
5. The EMD/Bid security in the form of DD/BG for ₹1,00,000/- (Rupees One Lakh Only) issued by any Nationalized Scheduled bank in favour of Municipal Commissioner, Guwahati Municipal Corporation, payable at Guwahati to be submitted at the office of Municipal Commissioner, Guwahati Municipal Corporation on or before 12.00 hrs. of the bid opening date.
6. The last date of submission for pre-proposal queries is 06/09/2022 at 15:30 hours. The queries can be sent via post or email guwahaticom@gmail.com. Queries received after the set time limit shall not be considered for reply. Document should contain NIT & e-Tender (RFP) Reference No. and RFP Name.
7. The deadline for complete receipt of proposals shall be 20/09/2022 up to 16.00 hours
8. Date of bid-opening 21/09/2022 on 17.00 Hours (Technical Only)
9. Other details can be seen in the RFP document and instruction to bidders.
10. Bids without requisite details/documents are liable for rejection and department will not entertain any further communication in such cases.
11. Only online bids submitted through website <https://assamtenders.gov.in> will be considered.
12. Guwahati Municipal Corporation reserves the right to accept or reject all or proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Sd/-
Commissioner
Guwahati Municipal Corporation

SECTION 1

INSTRUCTION TO CONSULTANTS

Definitions:

- a) GMC means Guwahati Municipal Corporation
- b) Employer/Client means the Guwahati Municipal Corporation
- c) Firm/Agencies means any private or public entity including a Consortium that will provide the Services to the Guwahati Municipal Corporation under the Contract.
- d) Contract means the Contract signed by the Parties and all the attached documents listed in its Clause 1; that is the General Conditions (GC), the Special Conditions (SC) by which the GC maybe amended or supplemented, and the Appendices.
- e) Consortium means group of entities coming together to implement the Project;
- f) Consortium Member means each entity in the Consortium shall be referred to as a Consortium Member
- g) Data Sheet means such part of the Instructions to Consultants used to reflect specific area and assignment conditions.
- h) Day means calendar day.
- i) Government means the Government of Assam.
- j) Instructions to Firms/Agencies (Section 2 of the RFP) means the document which provides Shortlisted Consultants with all information needed to prepare their Proposals.
- k) Personnel mean qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- l) Proposal means a technical proposal or a financial proposal, or both.
- m) QCBS means Quality- and Cost-Based Selection.
- n) RFP means this Request for Proposal.
- o) Services mean the work to be performed pursuant to the Contract.
- p) Sub-Consultant means any person or entity with whom the Consultant associates for performance of any part of the services and for whom the consultant is fully responsible.
- q) Similar Project means ongoing or completed project related to Door to Door Collection and Recovery of tax and non-tax revenue for Guwahati Municipal Corporation.
- r) Terms of Reference (TOR) means the document included in the RFP a Section 5 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.

1. INTRODUCTION

General

- 1.1. Guwahati Municipal Corporation, Government of Assam, India will select firm/agency/ organizations (Firms) in accordance with the method of selection specified in the Data Sheet.
- 1.2. Firms/Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Firms/Agencies are encouraged to visit the project sites.
- 1.3. Firms/Agencies shall bear all costs associated with the preparation and submission of their proposals. Costs might include site visit, collection of information and if selected, attend the contract negotiations etc.
- 1.4. Guwahati 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.
- 1.5. In preparing their Proposals, Firms/Agencies are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Objective

- 1.6. This Request for Proposal (RFP) is for Selection of Firm/Agencies for Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal Corporation.
- 1.7. The agency shall collect existing data pertaining to GMC's revenue and ensure development of a strategy with detailed road map for subsequent implementation.

Benefits to be delivered for Citizens:

- 1.7.1. Improved access to Municipal Services to all Citizens
- 1.7.2. Better delivery of services and information.
- 1.7.3. Quick service delivery at a decentralised level.
- 1.7.4. Improved communications.
- 1.7.5. Simplification of procedures.
- 1.7.6. Streamlining of the approval process.
- 1.7.7. Opportunity for greater participation in decision making.
- 1.7.8. Transparency and accountability in Municipal Corporation functioning
- 1.7.9. Redressal of Grievance.

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

Conflict of Interest

- 1.9. Guwahati Municipal Corporation requires that Firms/Agencies provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Firms/Agencies shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Guwahati Municipal Corporation. Without limitation on the generality of the foregoing, Firms/Agencies and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
 - i. If a Firm/Agency combines the function of consulting with those of contracting and/or supply of equipment or,

- ii. If a Firm/Agency is associated with or affiliated to a contractor or manufacturer or
 - iii. If a Firm/Agency is owned by a contractor or a manufacturing firm with departments or design offices offering services of this nature. The Firm/Agency should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Firm/Agency will limit its role to that of a Firm/Agency and disqualify itself and its associates from work, in any other capacity or any future project within the next five years, that may emerge from this assignment(including bidding or any part of the future project). The contract with the Firm/Agency selected to undertake this assignment will contain an appropriate provision to such effect or
 - iv. If there is a conflict among such assignments, the Firm/Agency (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Firm/Agency shall not be recruited for the relevant assignment; the duties for Survey, Assessment, Collection and Recovery of Taxes, User Charges and Fee along with Design, Development and Implementation of software application for the same for Guwahati Municipal Corporation in Assam. Guwahati Municipal Corporation depends on the circumstances of each case. While continuity of services may be appropriate in particular situations if no conflict exist, a Firm/Agency cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Firm/Agency. For example, a Firm/Agency engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Firm/Agency assisting a client in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Firm/Agency hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.
- 1.10. Guwahati Municipal Corporation requires that Firms/Agencies observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the Guwahati Municipal Corporation:
- i. Defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).
 - i. Will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
 - ii. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any contract.

Proposal

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

Association Arrangements and Consortium

- 1.12. In case a Firm/Agency intends to be the lead firm in a Consortium, each Consortium Member shall be a legal entity however maximum of 3 (three) members in the consortium shall be allowed.
- 1.13. While preparing the Technical Proposal, Firms/ Agencies must give particular attention to the following:

- a) For the purpose of submitting a proposal and subject to Para 1.9 above, a Firm/Agency may enhance its expertise for the assignment by associating with other firms; either of them fulfilling the qualification terms, in which case any of the Firm/Agency within the consortium shall be the lead Member and shall be solely liable under the Contract for negotiations and operations, or
- b) However, Consortium up to 3 members are allowed. In the event that the Firm/Agency forms a Consortium as described above, the Firms/Agencies shall submit a copy of the letter of association or the Memorandum of Understanding (MoU), as the case may be, with its Technical Proposal. In the case of a Consortium, the Firms/Agencies shall also submit a power of attorney (executed by all partners) that authorizes the designated lead Member of the Consortium to act for and in behalf of the Consortium and to legally bind such Consortium in any contractual or similar documentation. Letter(s) of association, MoU, and Power of Attorney referred to herein, shall be attached to TECH-1, Standard Forms (Section3) and submitted as part of the Technical Proposal of such Firm/Agency.
 - i. A Firm/Agency cannot add or replace or otherwise change the composition of the Consortium.

Proposal Validity

- 1.14. 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

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

Bid Security

- 1.16. Bid Security (Earnest Money Deposit)
 - a) The bid security of amount indicated in Data Sheet in favour of "Guwahati Municipal Corporation" payable at Guwahati shall be in the form of Demand Draft or Bank Guarantee from any of the commercial banks in an acceptable form. The bid security is to remain valid for a period of forty-five days beyond the final bid validity period.
 - b) The Employer shall reject any bid not accompanied by appropriate bid security, as nonresponsive.
 - c) The bid security of the successful Bidder shall be returned as promptly as possible once he has signed the Contract and furnished the required performance security. Selection of Firm/Agencies for Survey, Assessment, Collection and Recovery of Taxes, User Charges and Fee for Guwahati Municipal Corporation in Assam.
 - d) Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.
 - e) The bid security may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity.
 - ii. If the successful Bidder fails to:
 - a. Sign the Contract within required time frame;
 - b. Furnish a performance security.

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1. Firms/Agencies may request a clarification of any of the RFP documents up to fifteen days prior to the Proposal submission date indicated in the Data Sheet. Any request for clarification must

be sent in writing to the address indicated in the Data Sheet. The Client will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry, to all Firms/Agencies. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.

2.2. At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be sent to all Firms/Agencies or updated in the online procurement portal and will be binding on them. To give Firms/Agencies reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. PREPARATION OF THE PROPOSAL

3.1. Firms/Agencies' Proposal (the Proposal) shall consist of following envelopes:

- i. Envelope I: Letter containing Application for Bid Proposal and the Technical Proposal, and
- ii. Envelope II: the Financial Proposal

1.2. Bid Security, Cost of RFP Document, and evidences of proving Bid Eligibility: Bid security as mentioned in clause no 1.13 above shall be placed in Envelope I. In addition, the Firms/Agencies must enclose all evidences to support the bid eligibility along with the Demand Draft for the cost of RFP Document. 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.

1.3. The Proposal, as well as all related correspondence exchanged by the Firms/Agencies and the Client, shall be in English. All reports prepared by the contracted Firms/Agencies shall also be in English.

1.4. The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm/agency. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract.

1.5. The Technical Proposal should clearly demonstrate the Firm/Agency's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

4. THE TECHNICAL PROPOSAL

General

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

Technical Proposal Format

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

4.3. The proposal shall contain details on the following:

Proposal Type Content	Technical Proposal (TP)
Experience of the Firm	(i) Maximum two pages introducing the firm and associate firm(s) background and general experience (Form TECH-2A). (ii) Relevant completed projects in the format of FormTECH-2B illustrating firm and associate(s) firm's relevant experience. No promotional material should be included.

Comments on terms of reference	As per Form TECH-3A
Counterpart staff and facility Requirements	As per Form TECH-3B
General approach and methodology, work plan	Maximum twenty pages inclusive of charts and diagrams(Form TECH-4).
Personnel schedule	As per Form TECH-5
Work Plan	As per Form TECH-6

1.1.

Technical Proposal Content

1.4. The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xi) using the Standard Technical Proposal Forms (Form TECH-1 to Form TECH-6). Such information must be provided by the Firm/Agency and each Associate.

- i. A brief description of the organization and outline of recent experience of the Firm/Agency and each associate on assignments of a similar nature is required in prescribed form. For each assignment, the outline should indicate inter-alia, the assignment, contract amount and the Firm/Agency's involvement. Information should be provided only for those assignments for which the Firm/Agency was legally contracted by the client as a corporate entity or as one of the major participating firms within an association (Joint venture/ Consortium). Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Firm/Agency, or its Associates, but can be claimed by the Selection of Firm/Agencies for Survey, Assessment be prepared to substantiate the claimed experience if so requested by the Client.
- ii. A concise, complete, and logical description of how the Firm/Agency's team will carry out the services to meet all requirements of the TOR.
- iii. A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
- iv. An organization chart indicating relationships amongst the Firm/Agency, Consortium Members, the Client, and other parties or stakeholders, if any, involved in the assignment.
- v. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Firm/Agency clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Firm/Agency's Staffing Schedule.
- vi. The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non responsive.

5. FINANCIAL PROPOSAL

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

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

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

5.4. Consultants shall quote the rates in Indian National Rupees only.

5.5. Form FIN -2 is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Firms/Agencies has:

- i. Not taken any action which is or constitutes a corrupt or fraudulent practice; and
- ii. Agreed to allow the Client, at their option, to inspect and audit all accounts, documents, and records relating to the Firms/Agencies Proposal and to the performance of the ensuring Firms/Agencies Contract.

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

6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 6.1. The Proposal (Earnest Money Deposit, Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Firms/Agencies themselves. Any such corrections, interlineations or overwriting must be initialled by the persons who signed the Proposal.
- 6.2. An authorized representative of the Firm/Agency shall initial all pages of the original copy of the Financial Proposal. No other copies are required.
- 6.3. Tender Fee and Bid security must be delivered at the indicated Client submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client according to provisions of Sub-Clause 2.2.
- 6.4. Proposal shall be submitted ONLINE only.

7. PROPOSAL EVALUATION

General

- 7.1. From the time the Proposals are opened to the time the contract is awarded, the Firm/Agency should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a Firm/Agency to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Firm/Agency's Proposal.
- 7.2. The envelope 1 shall be opened first. If the bid security is not found to be in order then the proposal shall be treated as non-responsive and shall not be evaluated further.
- 7.3. The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.
- 7.4. The Guwahati Municipal Corporation will be responsible for evaluation and ranking of Proposals received.
- 7.5. The Guwahati 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 70 from the maximum of 100 points.
- 7.6. A Technical Proposal may not be considered for evaluation in any of the following cases:
 - i. The Firm/Agency that submitted the Proposal or any of its Consortium Member belongs to one of the cases described in Sub-Clause 5.5(i) to and failed to make a proper statement to that effect in the cover letter ; or
 - ii. the Firm/Agency that submitted the Proposal or any of its Consortium Member was found not to be legally incorporated or established in India; or
 - iii. The Technical Proposal was submitted in the wrong format;
 - iv. The Technical Proposal included details of costs of the services; or
 - v. The Technical Proposal reached the Client after the submission closing time and date specified in the Data Sheet.

After the technical evaluation is completed, the Client shall notify Firms/Agencies whose Proposals did not meet the minimum qualifying technical mark or Firms/Agencies whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing Firms/Agencies whose Technical Proposals received a mark of 70 or higher, indicating the date, time, and location for opening of Financial Proposals. (Consultants' attendance at the opening of Technical & Financial Proposals is optional)

8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Public Opening of Financial Proposals

- 8.1. At the public opening of Financial Proposals, Firms/Agencies representatives who choose to attend will sign an Attendance Sheet.
- i. The marks of each Technical Proposal that met the minimum mark of 70 will be read out aloud.
 - ii. Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
 - iii. The Client's representative will open each Financial Proposal. Such 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

- 1.2. Following the ranking of Technical Proposals, based on QCBS method, financial proposals shall be opened publicly and read out; and the highest ranked bidder based on cumulative technical and financial evaluation ranking will be invited for contract negotiations.
- 1.3. The detailed contents of each Financial Proposal will be subsequently reviewed by the Client.
- 1.4. The Eligible Bidder would be given marks on the basis of their understanding of the project plan.
- 1.5. Financial Evaluation shall be done for the total Lum Sum bid price as quoted in the BoQ.
- 1.6. In case of a tie, preference will be given to the bidder who have obtained higher marks in technical evaluation.

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 Bid Price

F is the price of the proposal under consideration

- 1.7. 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

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

9. CONTRACT NEGOTIATION AND AWARD OF CONTRACT

- 9.1. Guwahati Municipal Corporation may either choose to accept the Proposal of the Preferred Firm/Agency or invite him for negotiations. In case negotiation fails, Guwahati Municipal Corporation has the right to invite the next preferred Firm/Agency for negotiation.
- 9.2. Technical Negotiations: This will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Firm/Agency to improve the TOR. The Client and the

Firm/Agency will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Firm/Agency.

- 9.3. Negotiations will conclude with a review of the draft contract. To complete negotiations the client and the Firm/Agency will initial the agreed contract. If negotiations fail, the client will invite the Firm/Agency whose proposal received the second highest score to negotiate the contract.
- 9.4. After completing negotiations the client shall award the Contract to the selected Firm/Agency and notify the other Consultants who could have been invited to negotiate the Contract that they were unsuccessful. After Contract signature, the Client shall return the unopened Financial Proposals to the Firms/Agencies whose technical proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive.
- 9.5. The selected Firm/Agency is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

10. DURATION OF ASSIGNMENT

The duration of assignment for satisfactory performance of the services the contract will be 2 (Two) calendar years from the date of signing of contract agreement.

11. PERFORMANCE SECURITY

The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft/Fixed Deposit Receipt/Term Deposit Receipt /Unconditional Bank Guarantee (in prescribed format) in favour of "MUNICIPAL COMMISSIONER, Guwahati Municipal Corporation" payable at Guwahati, Assam, from any nationalized or scheduled commercial Bank in India for an amount equivalent to 10 % of awarded contract value towards Performance Security valid for a period of three months beyond the stipulated date of completion of services.

The Bank Guarantee will be released after three month and rectification of errors, if any, found during appraisal/approval of Reports by competent authorities whichever is later.

Section 2:

DATA SHEET TO INSTRUCTION TO CONSULTANTS:

APPENDIX:

SL No.	Instruction
1	Name of the Client: Guwahati Municipal Corporation
2	Firm/Agency will submit Technical and Financial Proposals in separate envelopes
3	There shall be a pre-proposal meeting as under:-09/09/2022 , 15:30 hrs. Venue: Office of The Municipal Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati-781006, Assam.
4	The Client will provide the inputs and facilities as mentioned in Terms of Reference (ToR)
5	Association Arrangements/ Consortium with other firms/agencies for this assignment are permitted for this assignment as under:- All the Consortium Members shall collectively meet eligibility criteria regarding turnover requirement as mentioned in the Notice Inviting Proposal. All other requirements are to be met by any of the participating firms in the Consortium.
6	Proposals must remain valid for 180 days after the last date submission of proposals.
7	The applicant Firm/Agency is required to deposit, along with its proposal, RFP document fee for Rs 5000/- (non-refundable) in the form of DD in favour of MUNICIPAL COMMISSIONER, Guwahati Municipal Corporation payable at Guwahati 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 [lowest/highest] Consultant. The Firm/Agency will have an option to provide Bid Security in the form of a demand draft from any Nationalized Scheduled/Commercial Bank in India drawn in favour of Municipal Commissioner, Guwahati Municipal Corporation and payable at the Guwahati, Assam or a bank guarantee in the prescribed form acceptable to the Authority (Appendix-III), and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, exclusive of a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Client and the Applicant Consultant from time to time. The Bid shall be summarily rejected if it is not accompanied by the RFP document fee & Bid Security. The Bid security refundable of ₹1,00,000 (Rupees one lakh Only) to be submitted in format prescribed at Appendix-III to Data Sheet.
8	Clarifications may be requested not later than pre bid conference date. The address for requesting clarifications is: The Municipal Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati-781006, Assam.
9	The Addendum, if any, shall be uploaded on referred websites and shall be binding on Applicant Consultant.
10	The technical proposal shall also include documents establishing eligibility criteria as defined in Notice inviting Request For Proposal (RFP).
11	Technical Proposal must be submitted in print version to the office of Guwahati Municipal Corporation. The same will be submitted as per scheduled date of EMD/ Tender fee submission.

12	Under this contract, the Firm/Agency's payments are on Output and Deliverables based as mentioned in Terms of Reference (ToR). Payment shall be considered for payment as per payment schedule detailed in ToR.															
13	Amounts payable by the Client to the Firm/Agency under the contract shall be subjected to local taxes if any. However, The Client will pay GST on prevailing rates.															
14	Proposals must be submitted not later than the following date and time: Date: 20/09/2022 Time: 16.00 hrs.															
15	<p>Technical Proposals shall be evaluated on the basis of following pre-identified criteria:</p> <p>(a) Following Technical criteria that would be considered for selection of preferred bidder:-</p> <table border="0"> <tr> <td>Sl. No</td> <td>Criteria</td> <td>Score Allocated</td> </tr> <tr> <td>1</td> <td>Firms General Experience & Experience in Similar Assignments</td> <td>50</td> </tr> <tr> <td>2</td> <td>Manpower Proposed & Approach & Methodology for proposed Assignment</td> <td>30</td> </tr> <tr> <td>3</td> <td>Presentation</td> <td>20</td> </tr> <tr> <td colspan="2">Total Score</td> <td>100</td> </tr> </table> <p>(b) The Guwahati Municipal Corporation will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score. Firms securing 70 and above marks will be held technically responsive by Guwahati Municipal Corporation.</p> <p>(c) Narrative Evaluation Criteria and Detailed Marking Scheme is attached at Appendix-I & Appendix-II to Data Sheet</p>	Sl. No	Criteria	Score Allocated	1	Firms General Experience & Experience in Similar Assignments	50	2	Manpower Proposed & Approach & Methodology for proposed Assignment	30	3	Presentation	20	Total Score		100
Sl. No	Criteria	Score Allocated														
1	Firms General Experience & Experience in Similar Assignments	50														
2	Manpower Proposed & Approach & Methodology for proposed Assignment	30														
3	Presentation	20														
Total Score		100														
16	Expected date for public opening of Financial Proposals: Will be communicate later															
17	Quality and Cost Based Selection (QCBS) method will be adopted for evaluation and award of this assignment.															
18	Expected date for contract negotiations: Will be communicate later															
19	Expected date for commencement of consulting services: will be communicate later															
20	The duration of the assignment shall be 2 (two) years.															
21	The consulting firm is required to establish a project administration offices at each location and all the key professionals including Team Leader and other staff members shall be available at District HQs / Guwahati Municipal Corporation office as per requirement of the assignment for entire contract period.															
22	Performance Security: The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft or Unconditional Bank Guarantee (in prescribed format) in favour of "MUNICIPAL COMMISSIONER – GUWAHATI MUNICIPAL CORPORATION", payable/cashable at Guwahati, 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 10% of the awarded contract value.															

Qualification Criteria for Bidders:

1. The bidder should be a private limited, public limited, partnership or proprietary firm, incorporation certificate or a document of proof to be submitted.
2. The bidder should have a cumulative turnover of not less than Rs. Five Crores in the last three financial year, audited balance sheet to be submitted.

3. The company should have a positive net worth during the last three financial year, a CA certificate to be submitted.
4. The bidder should have at-least 25 full-time manpower/experts on its payroll. EPF/ESIC list to be submitted as support.
5. The bidder will have to submit the copy of the PAN card.
6. The bidder will have to submit the copy of the GST certificate.
7. The bidder should have experience of Financial Consulting services for Government/PSUs in the last three financial year. Copy of workorders or agreements to be attached.
8. The bidder should have experience of IT software development, module development for public at large involving financial transactions.
9. The bidder should not have been blacklisted or de-barred in any government, central/state PSU, Government undertaking, an affidavit over Rs.100 stamp paper to be submitted.
10. All documents submitted should be sealed and signed by the bidder. In case of any document remaining unsigned, the bid will be considered as disqualified.
11. A technical proposal to be submitted by the bidder not exceeding ten pages.

Appendix-I Data Sheet

NARRATIVE EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

1. Firm's General Experience and Experience in Similar Assignments (50 Points)

- A. Experience in Financial Consulting and Revenue Modelling/PPP modelling consulting project of value (each) not less than INR 50 Lakh (30 points)
- B. Geographical Experience in Similar Projects: Experience in IT augmented Public Projects of value not less than 50 Lakh each in North-Eastern States (20 points)

2. Certifications & Methodology (30 Points)

A. Key Experts/Experts Proposed(10 points)

Criteria: The manpower proposed based on the understanding of the project requirement and ToR shall be marked.

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

Synchronisation and Harmonisation of the Manpower Proposed in line with the ToR/SoW	3 points
Experience and Qualification of the Experts Proposed	7 points

B. Technical Proposal (20 points)

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

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

3. PRESENTATION (20 Points)

Criteria: A presentation will be carried out in the presence of all key stake holders of the department and the municipal corporation. The bidders will have to present the ideology and approach taken by the agency for the fulfilment of the requirements of the GMC. The GMC and key stake holders will hold the power to receive clarifications and push forward with the questions with regards to the ToR.

Appendix-II Data Sheet

DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

S. No	Criteria	Maximum Marks
1	Firms General Experience & Experience in Similar Assignment in	50
A	Experience in Financial Consulting and Revenue Modelling/PPP modelling consulting project of value (each) not less than INR 50 Lakh	30
(i)	1-3 assignments	10
(ii)	4-6 assignments	20
(iii)	More than 6 assignments	30
B	Geographical Experience in Similar Projects: Experience in IT augmented Public Projects of value not less than 50 Lakh each in North-Eastern States	20
(i)	1-3 assignments	10
(ii)	4 or more assignments	20
2	Certifications & Methodology	30
A	Key Experts/Experts Proposed	10
(i)	Synchronisation and Harmonisation of the Manpower Proposed in line with the ToR/SoW	3
(ii)	Experience and Qualification of the Experts Proposed	7
B	Technical Proposal (proposal to cover all aspects)	20
3	Presentation	20

Appendix-III Data Sheet

Bid Security Form (Bank Guarantee)

B.G. No.

Dated:

1. In consideration of you, Guwahati Municipal Corporation having its office at, Panbazar, Guwahati-781006, Assam. (hereinafter referred to as the "Guwahati Municipal Corporation" or "GUWAHATI 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, 1956/2013] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the "Firm/Agency" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Survey, Assessment, Collection and Recovery of Taxes, Fee and User Charges along with Design, Development and Implementation of software application for Guwahati Municipal Corporation in Assam. (hereinafter referred to as "the Project"). Pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Firm/Agency, do hereby in terms of Clause 1.13 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful 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 Guwahati Municipal Corporation an amount of Rs. 200000/- (Rupees Two 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 Guwahati 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 Guwahati Municipal Corporation is disputed by the Firm/Agency or not merely on the first demand from the Guwahati Municipal Corporation stating that the amount claimed is due to the Guwahati 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 ₹10,00,000/- (Rupees Ten Lakh only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 days from the Bid Due Date exclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Guwahati 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 Guwahati 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 Guwahati Municipal Corporation that the Firm/Agency is in default as aforesaid shall be final and binding on us notwithstanding any differences between the Guwahati 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 Guwahati Municipal Corporation shall be entitled to treat the Bank as the principal debtor. The Guwahati 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 Guwahati Municipal Corporation, and the Bank shall not be released from its liability under these presents by any exercise by the Guwahati 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 Guwahati Municipal Corporation or any indulgence by the Guwahati Municipal Corporation to the said Firm/Agency or by any change in the constitution of the Guwahati 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 Guwahati 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 Guwahati 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 Guwahati 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 authorised official.
(Signature of the Authorized Signatory) (Official Seal)

SECTION 3

TECHNICAL FORMS

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

To,
Municipal Commissioner,
Guwahati Municipal Corporation,
Panbazar, Guwahati-781006, Assam.

Dear Sir,

We, the undersigned, offer to provide the services for Selection of Firm/Agencies for Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal Corporation. [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in individual capacity without entering in any consortium. [Attached is the Power of Attorney for signing of Application] We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Or (strike-off whichever is not applicable)

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

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

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

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

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

Power of Attorney for Signing of Application

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

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name),..... son/daughter/wife of and presently residing at....., who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for Selection of Firm/Agencies for Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal Corporation.

in Assam. including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-bid and other conferences and providing information/ responses to the Guwahati Municipal Corporation, representing us in all matters before the Guwahati Municipal Corporation, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Guwahati Municipal Corporation in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the concerned GMC and we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF....., 2022.

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

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

Format for Power of Attorney for Lead Member of Consortium

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

Whereas the Guwahati Municipal Corporation ("the Guwahati Municipal Corporation") has invited applications from firms/ agencies for Selection of Firm/Agencies for Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal Corporation in Assam (the "Project").

Whereas,

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

..... and

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

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Guwahati Municipal Corporation to do for and on behalf of the Consortium, all acts, deeds and things as maybe necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We.....having our registered office at

M/s.having our registered office atand

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

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

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

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

- 1.
- 2.

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

Notes:

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

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

Format for Memorandum of Understanding
(in case of Consortium)

This Memorandum of Understanding (MoU) entered into this day of 2022 at among.....
(hereinafter referred as"..... ") and having office at....., India Party of the First
Part.....(hereinafter referred as".....") and having office a..., India Party of the

Second Part

And

.....(hereinafter referred as"..... ") and having office at... , India Party of the

Third Part

.....(hereinafter referred as"..... ") and having office at... , India Party of the

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

WHEREAS Guwahati Municipal Corporation has invited Proposal for Selection of Firm/Agencies for
Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal
Corporation in Assam, for a Contract Period (the "Concession Period") of 2 (two) years.

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning
as described thereto under the RFP.

2. Consortium

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

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

3. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of
attorney from all Parties for conducting all business for and on behalf of the Consortium during the
Bidding Process and until the Appointed Date under the Contract when all the obligations shall become
effective;

(b) Party of the Second Part shall be responsible for.....

(c) Party of the Third Part shall be responsible for.....

4. Joint and Several liabilities

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

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

6. Representation of the Parties

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

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

7. Termination

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

8. Miscellaneous

8.1 This MoU shall be governed by laws of India.

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

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

SIGNED, SEALED AND DELIVERED

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

In the presence of:

1.

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

SIGNED, SEALED AND DELIVERED

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

2.

Notes:

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

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

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

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

Name of the Firm/Agency (Lead Member in case of Consortium):	
Name of the Consortium Member 1:	
Name of the Consortium Member 2:	
Address of Registered Office of Lead Firm/Agency:	
Year of Establishment:	
Annual Turnover* in last three years (Rs in Lakhs) any of the consortium members FY 2021-22: FY 2020-21: FY 2019-20: Average Annual Turnover for above three Financial Years: *Audited Statements to be enclosed	
Net worth of Agency :	
Current Contract Commitments: (Rs in Lakhs)	
Experience: Number of years: Total assignments: Assignments completed in last 3 years: Similar Assignments in last 3 years:	
Any Award or Felicitation received by your Agency:	
Any Other Relevant Details:	

{Attach Separate sheets for all Consortium Members}

Firm's Name:

Signature of Authorized Representative:

FORM TECH-2B: Firm/Agency's Experience

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

The assignment Mentioned Below is in response to Eligibility Criteria No. & Marking Criteria No.....		
Assignment Name:		
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:
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		
ATTACHED SUPPORTING/PROOF AT- PAGE..... {Work orders, Completion certificates are only acceptable}		

Use separate sheet for each Eligible Project.

Firm's Name:

Signature of Authorized Representative:

Form TECH-3: COMMENTS AND SUGGESTIONS ON TOR

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

A - On the Terms of Reference

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

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

B – On Counterpart Staff and Facilities

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

- 1.
- 2.
- 3.

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

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

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

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

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

c) Organization and Personnel: In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You shall also specify if you will be the lead firm in a Consortium.

FORM TECH-5: PERSONNEL SCHEDULE

Use your own format of CVs. All CVs must be duly signed by the experts

proposed

FORM TECH-6: WORK SCHEDULE

Please use your own format

SECTION 4: FINANCIAL PROPOSAL

Section 4: Financial Proposal - Standard Forms

Financial Proposal Standard Forms (FIN-1 and FIN-2) shall be used for the preparation of the Financial Proposal according to the instructions provided under Para 5 of Section 2. The amount shall be quoted on per annum basis and shall be exclusive of GST.

USE BOQ in E-PORTAL

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

PLEASE REFER BOQ IN E-PORTAL

FORM FIN-2: SUMMARY BY COSTS

Project Title: in Assam.

PLEASE REFER BOQ IN E-PORTAL

SECTION 4: TERMS OF REFERENCE (TOR)

Selection of Firm/Agencies for Selection of Firm/Agencies for Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal Corporation in Assam.

1. Introduction

Guwahati Municipal Corporation is soliciting sealed proposals from eligible agencies for Selection of Firm/Agencies for Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal Corporation in Assam.

2. Objective

This is a Request for Proposal from Guwahati Municipal Corporation for Selection of Firm/Agencies for Selection of Firm/Agencies for Conducting Financial Study, Gap analysis and Augmentation of Revenue Model for Guwahati Municipal Corporation.

in Assam. The objective of the assignment is to ensure a complete study, gap analysis and develop a strategy with a detailed plan and develop a comprehensive IT solution for overall augmentation of the Revenue model of GMC as detailed below. The end outcome of this assignment is expected to include but not limited to-

1. A detailed study on As-Is and propose To-Be revenue model for GMC in adherence to GMC ACT and policies.
2. A detailed Plan & Road Map for atleast 5 years for augmentation of revenue model.
3. Developing and commissioning of an IT module for comprehensive Revenue collection, ready MIS reporting and Knowledge and ownership transfer of the module to GMC.

3. Scope of Work

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

- i. Detailed study of Revenue model, collection, assessment and allied systems (As-Is).
- ii. Working out a 5 year implementation plan for revenue augmentation in adherence to Acts, policies and protocols.
- iii. Design, develop, maintain and host software application for survey, assessment, collection and recovery of revenues, User Charges and Fee etc.
- iv. Update existing data, survey, assess, collect and recover Taxes, User Charges and Fee
- v. Collect the required information and assess the properties as per the Self-Assessment Form provided/ approved by individual GMC and/or in accordance with act, rules & regulation.
- vi. Comprehensive and detailed study and Gap Analysis of the revenue model.
- vii. Verify every self-assessed property in accordance to the rules and tax calculation methodology. Capture geo-location minimum 3 photographs from different angles of every individual property.
- viii. Enter and update the software System in respect of assessment and other information including last payment details and photocopy of Receipt collected from owners and generate Demand and Unique Property ID under the supervision of individual GMC's officials.
- ix. Updating of digitized software Demand on current basis from physical assessment/ Self-Assessment Forms received by/on behalf of Municipal Corporation.
- x. Enter and update the digitized System in respect of Assessment as per policy laid by GMC.
- xi. Regular training and capacity development of GMC in-house staff/counterpart personnel.
- xii. 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;
- xiii. Update the digitized database of individual GMC on current basis with payment detail i.e.; after cash is deposited and/ or Cheques are realized.
- xiv. Make arrangement for sending SMS/WhatsApp/other digital mode through system to the assesses mobile number on real time basis as soon as payment enters in digitized system;

- xv. 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;
- xvi. Ensure that payment is received through strict compliance and strict enforcement of all procedures as per Assam Municipal Act;
- xvii. Use Recovery Processes through assigned Nodal Officer from Municipal Corporation for signing Notices etc.;
- xviii. Refer the disputes by the Tax payers regarding Assessment and demand of Taxes, User Charges and Fee and/or Vacant Land Tax to the GMC for resolution;
- xix. Set-up a help-desk, on-line as well as telephone service during working hours, for facilitating citizens of GMC 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 payers. Selected agency shall maintain complete audit trail about the recorded feedback/grievance/enquiry Collection agency shall make available all information related to feedback/grievance/enquiry to individual GMC periodically and as and when required.
- xx. To integrate an SMS/WhatsApp Gateway. If assessee wants to prefix appointment, he may Call or SMS relevant cell and in turn, the agency will be informed about the preferred time of visit.
- xxi. All the digitized systems shall use standard Database server, with proper documentation along with all the rights to the particular GMC.
- xxii. The engaged agency shall provide web based dashboard in public domain. This will cater individual GMC management, real time monitoring and able to generate the various report related to assessment, demand, collection etc. It should be customizable based on requirements and the engaged agency should make it available without any delay.
- xxiii. Design and implement a system that allows online application, payment, tracking and monitoring without the need for a physical touch point for document submission and verification.
- xxiv. Ensure information on the procedure and a comprehensive list of all documents that need to be provided are available on the web site.
- xxv. Knowledge transfer and ownership transfer to GMC and in-house manpower of GMC to ensure self running of the module post contract period (two years).
- xxvi. The agency shall ensure assistances and support in providing input for responding to any applications/appeal received pertaining to the project under the RTI Act or appeals under relevant provisions.
- xxvii. Allied and associated services required to achieve the milestones and deliver the deliverables on or before due time as listed below.

The consultant has to work as per scope of services defined in ToR in tender document by the Guwahati Municipal Corporation.

4. Payment to Agency

This section is specifically prepared to assure the selected Firm/Agency about payment of their services on timely basis and without any hassles.

The payment shall be made as per the following schedule of payment linked with deliverables-

Sl.No	Deliverable/Milestone	Min. Contents	Timeline	Claimable Payment	Subject To
1	Inception Report	* As-Is report * Gap Analysis report * Methodology/options for augmentation	T+3 months	10%	Approval of GMC
2	Draft To-Be report	* Draft 5 year Plan of action. * Draft comprehensive DPR for the project. * Draft Software Requirement Specification (SRS).	T+6 months	10%	Approval of GMC

3	Final To-Be report	* 5 year Plan of action. * Comprehensive DPR for the project. * Software Requirement Specification (SRS).	T+10 months	20%	Approval of GMC
4	Development, commissioning & Go-Live of IT solution	*Covering all revenue collection; *integrated with stakeholder departments; *Automated assessment * Comprehensive solution	T+16 months	20%	Approval of GMC
5	Knowledge Transfer, Training and Ownership Transfer	* GMC in-house manpower training. * Codes and credential transfer * Complete Ownership Transfer	T+20 months	20%	Approval of GMC
6	Support and Bug fixation	* Bug identification and resolving within 24 hrs. * Technical Support	T+24	20%	Approval of GMC

Note- Apart from the above deliverables, the agency shall ensure capacity development of the GMC Personnel on regular basis and also submit additional reports/deliverables as per the requirement of the GMC.

- A. Performance deposit will be released after the completion of Final Deliverable strictly based on satisfactory performance assessment of firm assessed by the panel of authority at Municipal Corporations level .
- B. Security deposit (Performance Guarantee) will be returned only when the engaged Firm/Agency will hand over the database and the associated frontend applications to the GMC after the completion of contract period.

No payment, such as transportation, legal expense, stationary, telephone charges, etc, other than percentage service charges on collected amount would be paid by GMC to the selected Firm/Agency. Payment shall be to deduction of Income Tax at source at applicable rates.

5. Complaints and Corrective Action

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

6. Penalties for Non-Performance

6.1 Penalties

Penalty if imposed may result in encashment of the Performance security, deductions of payments/withheld of payments and/or even black listing and termination of contract as may be deemed fit by GMC.

6.2 Termination of Contract

The contract of engaged agency will be terminated, as decided by 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 Revenue Enhancement Co-ordination Team /Cell;
- If the engaged agency resorts to unfair practices in collection & recovery processes;
- Provides false information consciously regarding assessment and collection by its staff;
- Fails to meet collection targets, as agreed, mutually by engaged agency.
- The engaged Agency will be given a warning, in writing, and asked to improve performance. If performance is not improved within three months, Municipal Corporation can replace such engaged Agency after serving a written notice for termination of contract.

The contract can be terminated by written notice from either side in a period of 1 Months. However during the currency of contract all parties shall discharge their due obligations. Guwahati 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.

7. Responsibility of the GMC

- Make available all Enactments, Rules and Regulations Related to Assessment, Collection and Recovery of Tax and Non-Tax along with amendments from time to time;
- Make available Self-Assessment Form, as applicable;
- Make available copies of all standard SA forms, filled in by Assesses, as per Assam Municipal Act or its amendments.
- To provide the latest details of roads as Principal, Main and others categories and as and when amended with effective dates;
- GIS and contact survey details, if and when available;
- Designate one officer, authorised by The Commissioner, GMC to sign all letters and notices to be issued on behalf of GMC to the agency to the assesses for assessment, collection or recovery processes;
- Details of Bank accounts of GMC where collections are to be deposited on timely basis;
- Assist the agency, without which the Agency cannot achieve results against duties as stipulated in the "Scope of Work".
- All servers, hosting, SMS and other security certifications must be done in NIC/AMTRON or Government authorised systems only. Security certifications etc must be done through a CERT-IN certified agency only. No cost shall be borne separately by GMC for the above services.

8. General Terms & Conditions

- i. The Contract Agreement with the selected agency will be executed in due course of time.
- ii. The Engaged Agency or their representatives shall be held personally responsible for any risks while pursuing the assignment under this RFP.
- iii. 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 Municipal Corporation, forfeiture of the security deposit. 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.
- iv. The employees engaged by the agency in relation to collection services to be rendered to the individual GMC 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.
- v. The engaged agency or their representatives, its Partners, Employees, and/or any affiliates shall be jointly and severally responsible and liable to the individual GMC 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 individual GMC for the same.
- vi. 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 individual GMC.
- vii. The attested photographs of field personnel would need to be updated periodically by engaged agency.

- viii. The GMC 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 GMC under the agreement.
- ix. Neither the agency nor any of the personnel engaged by the agency for the purpose of the services whether owner, Municipal Corporation, partner, employee, shall have employee and employer relationship with the Municipal Corporation.
- x. The agency, its employees etc., shall not use the name, trademark and / logo of the Municipal Corporation in any sales or marketing publication or advertisement or in any other manner.
- xi. The agency shall not assign/ outsource the rights and obligation under the agency agreement without the express written permission of GMC.
- xii. Engaged agency and/or their representatives shall work under the control of GMC;
- xiii. Agency will follow code of conduct mention in Annex II.
- xiv. The IT servers, domains, SSL and security audits must be done as per Government Regulations through NIC/AMTRON/CERT-IN etc. (as may be applicable).

ANNEX I

CODE OF CONDUCT COMPLETELY BINDING ON SELECTED AGENCY FOR THE ASSIGNMENT

1. The Agency shall not adopt or resort to any method, conduct or procedure in contravention of any law. The agency, in their dues collection efforts, should not resort to intimidation of any kind, either verbal or physical, against defaulting customers including acts which intend to humiliate publicly or intrude their privacy or privacy of their family members making threatening and anonymous calls or making false and misleading representation. However, the agency shall be free to make aware the defaulting assesses the provisions in the Assam Municipal Act along with its amendments and relevant Rules and Regulations regarding collections and recovery of Tax and Non-Tax arrears.
2. The employees or the agents if any engaged by the agency in relation to the collection services to be rendered to GMC shall be the sole responsibility of the agency as to their cost and consequences arising out of their engagement or conduct or any act of commission or omission.
3. The agency shall keep and treat all information whether verbal, written, or any documents received from 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 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.
4. The agency is authorized to represent the GMC before the defaulting customer only for the sole purpose of speedy and effective collection of money due and payable to GMC and for no other purpose whatsoever.
5. The agency, its Partners, employees, and/or any affiliates shall be jointly and severally responsible and liable to GMC 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 GMC for the same.
6. The agency shall ensure that the acts, deeds, matters and things done or cause to be done under these presents are not in contravention of any law for the time being force in India.
7. The agency shall not enter into any negotiation with defaulting customers for a compromise, composition or waiver of rights of GMC without the expressed written permission of GMC.
8. The agency shall maintain a register giving complete details of dates, calls made, letters sent and follow up notes and shall also submit periodical reports in progress made in various cases.
9. The agency, its employees, investigators shall carry an identity card to be issued by the Agency wherever field visits are carried out in the cases/ accounts are assigned.
10. The agency's executives who will call on the Customer will always be well dressed and will not visit the customer in a drunk or inebriated condition.
11. The agency hereby agrees that Municipal Body or any person authorized by Municipal Body 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 Municipal Body from time to time. The agency shall fully cooperate with such agency in respect of any internal or external audits.
12. The agency hereby agrees that they will preserve the documents and data in accordance with the legal/regulatory obligation of GMC. In this regard GMC will have rights to audit the process at any time.
13. The Agency will comply with all statutory requirements/ dues as applicable from time to time.
14. The agency will furnish MIS as may be desired by GMC on periodical basis.
15. The IT solution and all reports/deliverables under the contract should be in adherence to the GMC Act and policies and shall be the property of the GMC.

END OF DOCUMENT